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 July 5, 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.

   - RCRC June 22, 2016 Board meeting highlights. (CHAIR ADAMS)

   Documents: BoardMeeting_Highlights_June_22_2016Memo_FINAL.pdf

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

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

5. **FOREST SERVICE UPDATE**

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

6. **COUNTY COUNSEL - DAVID PRENTICE**

   6.A. Introduction of new County Counsel; David Prentice, Prentice Long & Epperson LLP.

   Documents: Introduction to new county counsel.pdf

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

   7.A. Resolution authorizing acceptance and approval of Agreement for Grant of Right of Way and Road Maintenance for Squirrel Hollow.

   Documents: Right of Way.pdf

   7.B. Resolution authorizing County Director of Transportation to make application for grant funding under the "California Department of Resources, Recycling, and Recovery (CalRecycle)-Farm and Ranch Solid Waste Clean-Up and Abatement Grant Program for 2016-2017" for the Hallelujah Junction-Evans Ranch Wildlife Management Areas in cooperation with California Department of Fish and Wildlife which is proposing to abate a

legacy series of illegal dumps on the wildlife area properties.

Documents: Cal Recycle Grant.Item.pdf

7.C. Discussion/direction to staff regarding status of the Loyalton Mobile Estates Mobilehome Park located within the incorporated area and unincorporated areas of the County as follows: 1) Authorization to submit letter on behalf of the Board of Supervisors to the State of California, Department of Housing and Community Development-Division of Codes and Standards expressing concern over status of State issued permit to operate (#46-0009-MP) subsequent to the issuance by the State of a "Notice of Suspension" dated December 31, 2015; 2) Tax sale of property and status of delinquencies affecting property; and 3) Enforcement status.

Documents: Loyalton Mobile.Item.pdf

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

8.A. Discussion/direction to staff on subdivision and zoning proposals before Reno City Council at Long Valley entitled Traintown Project (441 acres and 1300 new lots) and Heinz Ranch project (proposing 3800 new lots).

Documents: Long Valley Development packet.pdf

9. **BOARD OF SUPERVISORS**

9.A. Discussion/action regarding letter of support for USDA grant application of the Pike City Volunteer Fire Department. (CHAIR ADAMS)

Documents: Pike City Volunteer Fire Dept. letter.pdf

9.B. Second reading and adoption of an ordinance repealing Sierra County Ordinance No. 1071. (CLERK OF THE BOARD)

Documents: Ord Repeal Ord 1071.pdf

9.C. Resolution denying Joseph Arata's solid waste appeal of June 7, 2016, APN 009-142-001-0. (CLERK OF THE BOARD)

Documents: Res Denying Arata SW Appeal.pdf

10. **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.

10.A. Resolution approving an amendment of agreement between the Californnia Department of Public Health and Sierra County for the Women, Infants, and Children's Program (WIC) and authorizing Darden Bynum, Director to sign documents related to this amendment. (PUBLIC HEALTH)

Documents: WIC Board.pdf

10.B. Agreement for professional services between Celia Sutton-Pado, M.D. and Sierra

County. (PUBLIC HEALTH)

Documents: Sutton-Pado.pdf

10.C. Agreement for professional services between M. Susan Haun and Sierra County. (PUBLIC HEALTH)

Documents: Susan Haun.pdf

10.D. Amendment to Agreement 2015-110 for professional services between the California Department of Social Services (CDSS) and Sierra County. (SOCIAL SERVICES)

Documents: CDSS.pdf

10.E. Agreement for professional services between Yolo Community Care Continuum and Sierra County. (BEHAVIORAL HEALTH)

Documents: Yolo Community Care.pdf

10.F. Agreement for professional services between Sierra County Office of Education and Sierra County. (BEHAVIORAL HEALTH)

Documents: SCOE.pdf

10.G. Agreement for professional services between Willow Glen Care Center and Sierra County. (BEHAVIORAL HEALTH)

Documents: Willow Glen.pdf

10.H. Resolution approving a Radio Communications agreement for Oregon Peak repeater site and authorizing Tim Standley, Sheriff to sign documents related to this agreement. (SHERIFF)

Documents: Radio Communications Agreement.pdf

10.I. Resolution approving Program Supplement Agreement No. N 026 Rev. 1 to Administering Agency-State Agreement Federal Aid Projects No. 03-5913R, BRLO-5913(055) Jim Crow Road Bridge Replacement. (PUBLIC WORKS)

Documents: Program Supplement..Item.pdf

10.J. Governing Body Resolution naming authorizing agents for Sierra County for the Homeland Security Grant Program (SHSG). (OES)

Documents: SHSG Governing Board Resolution.pdf

10.K. Governing Body Resolution naming authorizing agents for Sierra County for the Emergency Management Performance Grant (EMPG). (OES)

Documents: EMPG Governing Board Resolution.pdf

10.L. Approval of staffing change prior to the final budget. (AUDITOR)

Documents: Transfer of Safety Officer from TTC to AU office.pdf

10.M. Minutes from the regular meeting held on May 17, 2016. (CLERK-RECORDER)

Documents: 05172016 minutes.pdf

10.N. Minutes from the special meeting held on June 23, 2016. (CLERK-RECORDER)

Documents: 06232016 minutes spl.pdf

11. **CORRESPONDENCE LOG**

11.A. Application for Alcoholic Beverage License submitted by Cassandra Shannon Martinetti.

Documents: Application for alcohol beverage license.pdf

ADJOURN

To: RCRC Board of Directors

From: Greg Norton
President & CEO

Date: June 27, 2016

Re: RCRC Board Meeting Highlights (June 22, 2016)

President's Report
RCRC President & CEO Greg Norton officially introduced Tracy Rhine to the RCRC Board of Directors. Tracy serves as a Legislative Advocate covering land use, health and human services, and economic development. Ms. Rhine comes from the Department of Consumer Affairs where she served as Chief Deputy Director.

The Honorable Greg Cox
San Diego County Supervisor and National Association of Counties (NACo) 2nd Vice President Candidate Greg Cox provided remarks and answered questions. The RCRC Board of Directors voted to endorse Supervisor Cox for the NACo 2nd Vice President position. Board Members were encouraged to submit their official 2016 Credentials Voting Form, accessed here.

Governmental Affairs
2016-17 State Budget Update
RCRC staff provided an update on the 2016-17 State Budget Package (State Budget). While the final State Budget Package remains incomplete as the Legislature waits to act on several trailer bills, the following are some key issues/changes for RCRC member counties.

The State Budget:

- Provides $644,000 for the State's Payment in Lieu of Taxes program for 2016-17;
- Provides funds for tree mortality mitigation activities including grants to counties and other local entities;
- Allocates continued modest funding for state fairs;
- Maintains State Responsibility Area fees as a source of funding for resource-related programs;
- Includes $270 million for local jail construction; and,
- Provides funding to commence a variety of medical marijuana regulatory functions.

RCRC's summary and analysis of the 2016-17 State Budget Package, *The Rural Rundown,* can be accessed here.

California Tree Mortality Task Force

RCRC staff provided an update on the California Tree Mortality Task Force (Task Force). Led by the Governor's Office, the California Department of Forestry and Fire Protection (CAL FIRE), and the Governor's Office of Emergency Services (CAL OES), the Task Force includes a wide range of stakeholders brought together to tackle the urgent issue of tree die-off due to invasive pests in California. The Task Force continues to facilitate tree removal in the original six counties identified by the State as "high hazard," including Madera, Mariposa, Tuolumne, Tulare, Fresno, and Kern. RCRC staff announced that the State has now officially added four more counties to the Task Force – Amador, Calaveras, El Dorado, and Placer – as "transitional counties." These are counties that have not yet reached the level of mortality seen in the six high hazard counties according to official surveys, but are expected to experience similar tree die-off by the end of 2016. RCRC's memo on the Task Force can be accessed here.

During the RCRC Board of Directors Meeting, the U.S. Forest Service announced updated tree mortality numbers derived from recent aerial surveys, estimating that an additional 26 million trees have died since October 2015. These figures bring the total tree mortality to 55 million. CAL FIRE's press release announcing these updated numbers (featuring a quote from Mariposa County Supervisor Kevin Cann) can be accessed here.

Regulatory Committee

Environmental Services Joint Powers Authority Update

RCRC staff provided an update on the activities of the Rural Counties' Environmental Services Joint Powers Authority (ESJPA). Assembly Bill 1826 (Chesbro; 2014) commits to divert commercial organics from landfills beginning in 2016, phasing implementation through 2019, with the goal of reaching 50 percent organic diversion from landfills in 2020. RCRC worked with the author's office, the California Department of Resources Recycling and Recovery (CalRecycle), and stakeholders to craft amendments that were feasible, and realistic, and ultimately supported the legislation. The ESJPA has now been working with the Air Resources Board (ARB) on their proposed Short-Lived Climate Pollutants (SLCP) Reduction Strategy, released in April 2016, which seeks to unrealistically accelerate the timeline for removing commercial organics from landfills.

RCRC staff also provided an update on the ESJPA's efforts on CalRecycle's Beverage Container Recycling program, Disposal Reporting Regulations, Used Oil Management, Mattress Recycling Stewardship, and the State Water Resources Control Board's General Industrial Storm Water Permit. RCRC's memo on the ESJPA's latest activities can be accessed here.

Surface Mining and Reclamation Act Reform

Both Senate Bill 209 (Pavley) and Assembly Bill 1142 (Gray) were enacted in April 2016 following the culmination of years of attempts to reform the Surface Mining and Reclamation Act of 1975 (SMARA). RCRC staff is working with the Department of Conservation (DOC) to mitigate the impacts to both counties and mining operations

during the regulatory process. RCRC's memo on the SMARA reform can be accessed here.

Bureau of Land Management Resource Management Planning Regulations
The Bureau of Land Management (BLM) has proposed a rulemaking to amend the regulations that establish the regulations used to prepare, revise, or amend land use plans under the Federal Land Policy and Management Act (FLPMA). Comments on the rulemaking were due on May 25, 2016 with a final rule expected out later this year.

The BLM closed the public comment period on the proposed rulemaking after 90-days, a timeframe many, including RCRC, felt was too short for meaningful public input. RCRC staff reported that Congress is now applying pressure for the BLM to hold planning workshops for locals to provide input. RCRC submitted comments which included support for proposed changes to the regulation as suggested by the National Association of Counties (NACo). RCRC's memo on the BLM's proposed rulemaking can be accessed here. RCRC's comment letter can be accessed here.

California Department of Fish and Wildlife Lake and Streambed Alteration Program Fees
The California Department of Fish and Wildlife (DFW) has proposed a dramatic fee increase for Lake and Streambed Alteration Agreements to cover the cost of the Lake and Streambed Alteration Program. Originally released for a 45-day comment period, the comment period has now been extended to June 29, 2016. RCRC's memo on the DFW's Lake and Streambed Alteration Agreement fees can be accessed here.

Water and Natural Resources Committee
Groundwater Sustainability Plan Emergency Regulations
At is May 18, 2016 meeting, the California Water Commission adopted the Groundwater Sustainability Plan emergency regulations developed by the Department of Water Resources. Several other key dates and deadlines remain for local government regarding the implementation of the Sustainable Groundwater Management Act of 2014 (SGMA). RCRC staff recommends that all member counties with high and medium priority basins continue to engage with all stakeholders during the implementation of the SGMA given that the various impacted region/basins may have unique situations to be considered and addressed during the development process of the SGMA as well as the long-term sustainable management of the basin by the Groundwater Sustainability Agencies. RCRC's memo on the Groundwater Sustainability Plan emergency regulations can be accessed here.

Legislative Committee
State and Federal Legislative Update
RCRC staff and its Federal Advocacy Partners at Van Scoyoc Associates provided an update on current State and federal legislation impacting California's rural counties. A rundown of the State legislation can be accessed here, and a rundown of the federal legislation can be accessed here.

Please refer to the Board Packet and Supplemental Packet for further details related to the items above, as well as all items covered during the June 2016 Board of Directors meeting. The June Board Packet can be accessed here.

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

MEETING DATE: July 5, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: County Counsel
APPROVING PARTY: David Prentice
PHONE NUMBER: 559-500-1600

AGENDA ITEM: Introduction of new County Counsel; David Prentice, Prentice Long & Epperson LLP.

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

BACKGROUND INFORMATION: Introduction of the office of County Counsel

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

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

MEETING DATE: July 5, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Resolution authorizing acceptance and approval of Agreement for Grant of Rightof Way and Road Maintenance for Squirrel Hollow.

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

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

FUNDING SOURCE: 031
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 APPROVING AGREEMENT FOR
GRANT OF RIGHT OF WAY AND ROAD MAINTENANCE

RESOLUTION 2016-_____

NOW THEREFORE BE IT RESOLVED, that the Sierra County Board of Supervisors hereby approves the execution of an Agreement for Grant of Right of Way and Road Maintenance as to Squirrel Hollow and accepts the Grant of Right as way as to said road.

The Sierra County Clerk as the ex-officio Clerk of the Board of Supervisors is hereby directed to duly record said Agreement and Grant of Right of Way in the official records of the County of Sierra.

ADOPTED by the Board of Supervisors of the County of Sierra on the 5th day of July, 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:

_____
DAVID PRENTICE
COUNTY COUNSEL

Agreement for Grant of Right of Way and Road Maintenance
(Squirrel Hollow)

This Agreement is made on this , 2016 by and between the County of Sierra and the following listed individuals, who are owners of certain parcels of real property located within the unincorporated area of Sierra County and fronting along Squirrel Hollow:

Alfred Schmidt	APN # 008-162-003-0
Bradley J. Whitman	APN # 008-162-006-0
Steven A. and Melynda S. Ruckels	APN # 008-162-009-0
Michael E. McCalister and Susan S. Gilbert	APN # 008-162-010-0
David P. and Dina M. Rosin	APN # 008-162-011-0
David M. and Janis L. Rubiales	APN # 008-162-012-0
Hunter F. and Diana G. Baldwin	APN # 008-162-013-0
Michael L. Stahler and Patricia Tiernan-Stahler	APN # 008-163-011-0

The above listed individual property owners are collectively referred to herein as "the Squirrel Hollow Property Owners" or "Property Owners".

Recitals

Whereas, each of the Property Owners owns the fee title to the portion of the road bed of Squirrel Hollow as reflected in their respective deeds and each Property Owners has a right to use by way of easement over Squirrel Hollow; and

Whereas, the parties recognize and agree that Squirrel Hollow, which is generally depicted as shown on Exhibit "1", attached hereto and incorporated herein, is located in an area in Sierra County that annually receives a significant amount of snow fall which must be removed by public or private efforts in order to sustain the Property Owners' ability to access their properties and the public's ability to access the area served by these Roads; and

Whereas, pursuant to the provisions of California Streets and Highway Code Section 969.5, the County is authorized to expend public funds for the purpose of maintaining (including but not limited to snow removal) privately owned roads within the County, upon the grant or lease of a right of way from the property owner to the County; and

Whereas, in executing this Agreement it is the intent of the County and each of the Property Owners to grant the County a right of way for public use of Squirrel Hollow, in accordance with the provision of Streets and Highways Code Section 969.5.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND PROMISES OF THE PARTIES HERETO, IT IS HEREBY AGREED THAT:

1. The individual property owners that are parties to this agreement own the following respectively identified real property (as identified by Sierra County Assessor's Parcel Numbers):

Name	Assessor's Parcel Number
Alfred Schmidt	APN # 008-162-003-0
Bradley J. Whitman	APN # 008-162-006-0
Steven A. and Melynda S. Ruckels	APN # 008-162-009-0
Michael E. McCalister and Susan S. Gilbert	APN # 008-162-010-0
David P. and Dina M. Rosin	APN # 008-162-011-0
David M. and Janis L. Rubiales	APN # 008-162-012-0
Hunter F. and Diana G. Baldwin	APN # 008-162-013-0
Michael L. Stahler and Patricia Tiernan-Stahler	APN # 008-163-011-0

2. Each of the above identified Property Owners hereby grants to County a right of way on Squirrel Hollow consisting of 15 feet in width as to the portion of said road lying within their respective real property. These grants shall be along the alignment of the existing road and shall be co-extensive with the existing private road easements. These grants are for the purpose of use of said road by the County and the public.

3. Upon execution of this Agreement by each and every one of the above identified property owners, County hereby accepts said grants of right of way and based thereon agrees to provide snow removal and maintenance on said road. The snow removal and maintenance shall be provided in accordance with the policies, procedures, and priorities as may from time to time be established by appropriate action of the Board of Supervisors, the County Public Works Department and is subject to the funding limitations and priorities as may from time to time be established by the Board of Supervisors. The County shall also have the right to make such improvements within the right of way as the County may from time to time determine is appropriate.

4. This Agreement, together with its specific references and attachments, constitutes the full and complete agreement of the parties.

5. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties.

6. This Agreement shall be binding upon and inure to the benefit of such party, its successors and assigns.

Approved and executed on the dates shown below:

Dated: 1-7-16 Alfred Schmidt APN 008-162-003-0

Alfred Schmidt

Dated:_____ _____ APN 008-162-006

Bradley J. Whitman

Dated: 2/29/2016 _____ APN 008-162-009-0

Steven A. Ruckels

Dated: 3/1/16 M. Ruckels

Melynda S. Ruckels

Dated:_____ _____ APN 008-162-010

Michael E. McCalister

_____

Susan S. Gilbert

Dated: 01.01.16 _____ APN 008-162-011-0

David P. Rosin

_____

Dina M. Rosin

Dated: March 8, 2016 David M Rubiales APN 008-162-012-0

David M. Rubiales

Janis L Rubiales

Janis L. Rubiales

Dated:_____ _____ APN 008-162-013

Hunter F. Baldwin

_____

Diana G. Baldwin

Dated: 12/29/15 Michael L. Stahler

APN 008-163-011-0

Michael L. Stahler

Patricia Tiernan-Stahler

Patricia Tiernan-Stahler

COUNTY OF SIERRA

LEE ADAMS
Chairman, Board of Supervisors

ATTEST:

HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

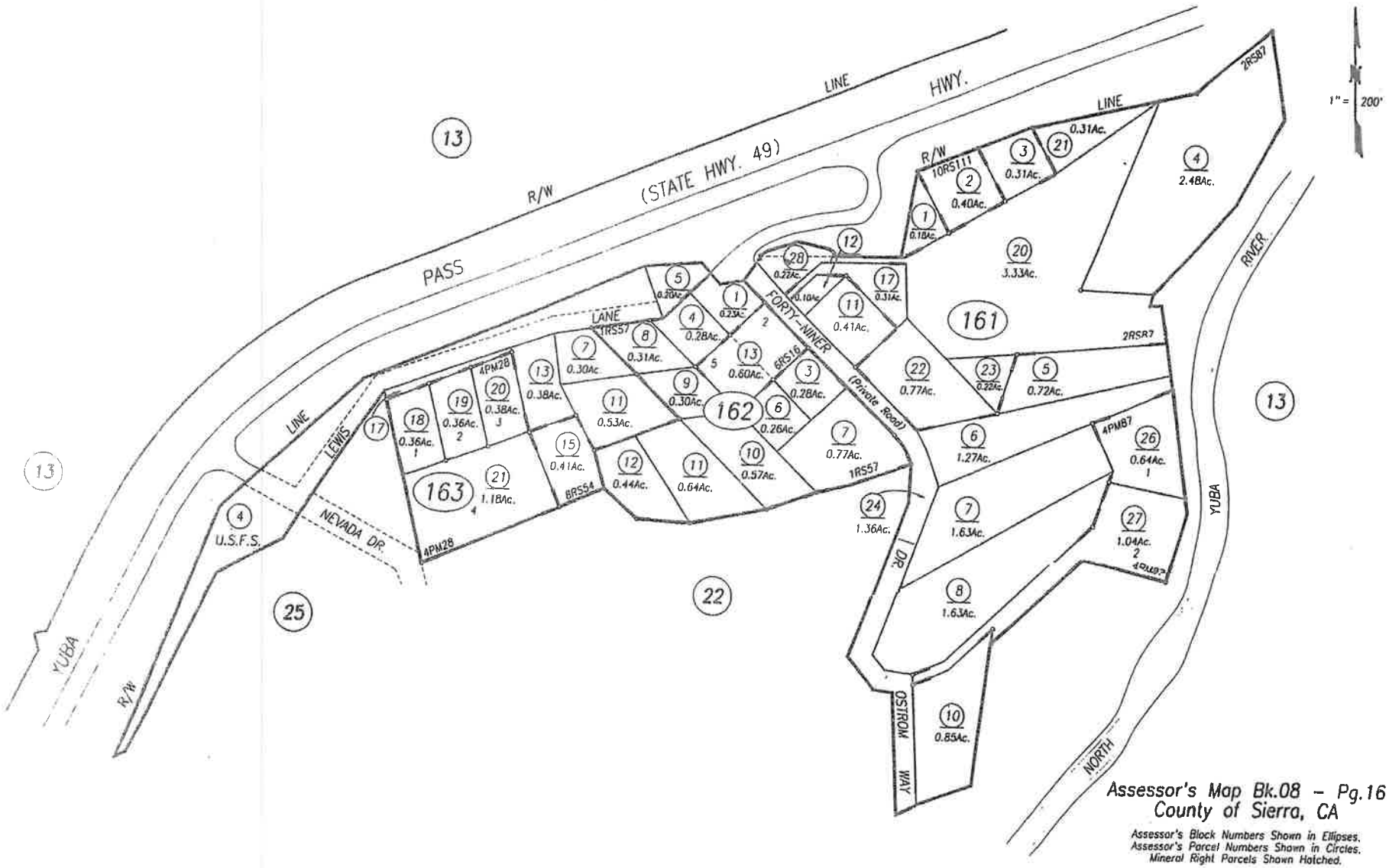
DAVID PRENTICE
County Counsel

Exhibit "1"
Map of Squirrel Hollow

Por. S.W. 1/4, Sec. 27, T.20N., R.12E., M.D.B.&M.

Tax Rate Area
52-003

8-16



Assessor's Map Bk.08 – Pg.16
County of Sierra, CA

Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Mineral Right Parcels Shown Hatched.

NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or supersede local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

DRAWN krn 2-9-1998	REVISED	
REVISED krn 6-29-1999	REVISED	
REVISED	REVISED	
REVISED	REVISED	

Exh. 6.7.1

Michelle Burr

From: Heather Foster
Sent: Friday, July 01, 2016 9:20 AM
To: BOS
Cc: Tim Beals; Michelle Burr; David Prentice
Subject: FW: Supervisors Meeting 7/5

Follow Up Flag: Follow up
Flag Status: Flagged

Please see the email addressed to the Board below in regards to agenda item 7.A.

Have a great day,

Heather Foster
Sierra County
Clerk-Recorder/Registrar of Voters
Clerk of the Board of Supervisors
530-289-3295
hfoster@sierracounty.ca.gov

From: RRLewis H2OCO [mailto:rrlewish2o@gmail.com]
Sent: Thursday, June 30, 2016 3:49 PM
To: Heather Foster <hfoster@sierracounty.ca.gov>
Subject: Supervisors Meeting 7/5

Attention Board of Supervisors:

On the Agenda for the meeting is a resolution concerning Squirrel Hollow. We object to the Board approval of this item on the basis that the existing easement is for both a road AND PUBLIC UTILITIES EASEMENTS. Just like the Wild Plum Ridge Road, you have failed to get the approval of the utilities that share the easement. We also note that not all of the homeowners have signed off on the Agreement.

We will address the Wild Plum Ridge Road problems on August 2, 2016.

Your prompt attention to this matter is appreciated.

Larry Ostrom

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 5, 2016	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Resolution authorizing County Director of Transportation to make application for grant funding under the "California Department of Resources, Recycling, and Recovery (CalRecycle)-Farm and Ranch Solid Waste Clean-Up and Abatement Grant Program for 2016-2017" for the Hallelujah Junction-Evans Ranch Wildlife Management Areas in cooperation with California Department of Fish and Wildlife which is proposing to abate a legacy series of illegal dumps on the wildlife area properties.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☐Agreement ☐Other
Grant information sheet

BACKGROUND INFORMATION: See attached.

FUNDING SOURCE: GRANT
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $Up to $200,000 per grant award, with a maximum of $50,000 per site or cleanup project 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

Sent: Thursday, June 23, 2016 5:42 PM
Subject: CalRecycle Farm and Ranch Solid Waste Cleanup and Abatement Grant Funding Opportunity, Deadlines: 7/21/16, 11/3/16 and 2/2/17

The California Department of Resources Recycling and Recovery (CalRecycle) Farm and Ranch Solid Waste Cleanup and Abatement Grant Application for the 2016/17 fiscal year is now available in the CalRecycle Grants Management System (GMS). The Application deadlines for fiscal year 2016/17 are July 21, 2016, November 3, 2016 and February 2, 2017.

CalRecycle administers the Farm and Ranch Solid Waste Cleanup and Abatement Grant Program, which provides up to $1 million annually in grants for the cleanup of illegal solid waste sites on farm or ranch property. A site may be eligible for funding if the parcel(s) is(are) zoned for agricultural use, where unauthorized solid waste disposal has occurred, and where the site(s) is(are) in need of cleanup in order to abate a nuisance or public health and safety threat and/or a threat to the environment. Sites are not eligible for funding if the site is located on property where the owner or local agency is responsible for the illegal disposal of solid waste.

The Department of Resources Recycling and Recovery (CalRecycle) administers a program to provide opportunities for the cleanup of illegal disposal sites on farm and ranch property. Farm and Ranch property, as defined in California Code of Regulations, section 17991(d), means a piece of property, publicly or privately owned, that is used for rangeland or agricultural activities such as, but not limited to commercial livestock and crop production, horticulture, aquaculture, silviculture, floriculture, vermiculture and viticulture. Farm or ranch property need not have active sales or production, but shall be appropriately zoned, or otherwise authorized for agricultural activities. Farm or ranch property includes appurtenant easements or right-of-ways such as, but not limited to, public roads and utilities.

Eligibility:

Eligible applicants include cities, counties, resource conservation districts and federally recognized Native American tribes. Native American tribes as defined in PRC § 48100(d)(1). For purposes of the grant "Applicant" and "Local Agency" mean cities, counties, resource conservation districts and Native American Tribes.

On January 1, 2015, California Labor Code section 1782 will prohibit charter cities from receiving state funds or financial assistance for construction projects if those cities do not comply with sections 1770-1782 of the Labor Code. If a charter city will be included in an application (either as the sole applicant, as a participant in a regional application, or as a member of an applicant Joint Powers Authority), more information can be found on CalRecycle's California Labor Code section 1782.

Projects

A site may be eligible for funding if all of the following criteria are met:

- The parcel where the site is located is zoned, or otherwise authorized, for agricultural use;
- Unauthorized solid waste disposal has occurred on the site;
- The site is in need of cleanup in order to abate a nuisance or public health and safety threat and/or a threat to the environment;
- Neither the applicant, nor the property owner, nor any resident, invitee, licensee, lessee, or person the current property owner purchased or inherited from, by contract, agreement, or other arrangement, brought any of the subject solid waste onto the property;
- The aforementioned parties did not direct, authorize, permit or otherwise provide consent to another to bring the solid waste onto the property;
- The site is used, has been used, or could be used for rangeland or agricultural activities, including, but not limited to, commercial livestock, crop production, horticulture, aquaculture, silviculture, floriculture, vermiculture and viticulture;
- The site is, or was (for sites previously remediated), an illegal disposal site (i.e., not permitted and not exempt from obtaining a solid waste facility permit and is not a closed site);
- The responsible party either cannot be identified, located, or pay for timely and proper remediation; and,
- The current use, or intended future use, of the site is consistent with the definition of Farm and Ranch Property as defined in Title 14 CCR§ 17991(d).

Funding

- $1,000,000 is available for Fiscal Year (FY) 2016–17
- Up to $200,000 per grant award, with a maximum of $50,000 per site or cleanup project

Please note: Funding is contingent upon and subject to the availability of funds appropriated for this grant.

Information

For more information, please visit CalRecycle's website at:
http://www.calrecycle.ca.gov/LEA/GrantsLoans/FarmRanch/FY201617/default.htm

For questions, you may contact:

Carla Repucci at Carla.Repucci@CalRecycle.ca.gov or (916) 341-6316.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION OF THE COUNTY OF SIERRA
AUTHORIZING SUBMITTAL OF APPLICATION
FOR FARM AND RANCH SOLID WASTE CLEANUP
AND ABATEMENT GRANT 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 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, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Sierra County Board of Supervisors authorizes the submittal of an application to CalRecycle for the **Farm and Ranch Solid Waste Cleanup and Abatement Grant Program FY 16-17**; and

BE IT FURTHER RESOLVED that the Director of Transportation, or his designee is hereby authorized and empowered to execute in the name of the County of Sierra all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and 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 5th day of July, 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:

_____
DAVID PRENTICE
County Counsel

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 5, 2016	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Discussion and direction to staff regarding status of the Loyalton Mobile Estates Mobilehome Park located within the incorporated area and unincorporated areas of the County as follows:

1) Authorization to submit letter on behalf of the Board of Supervisors to the State of California, Department of Housing and Community Development-Division of Codes and Standards expressing concern over status of State issued permit to operate (#46-0009-MP) subsequent to the issuance by the State of a "Notice of Suspension" dated December 31, 2015; 2) Tax sale of property and status of delinquencies affecting property; 3) Enforcement status.

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

BACKGROUND INFORMATION:

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

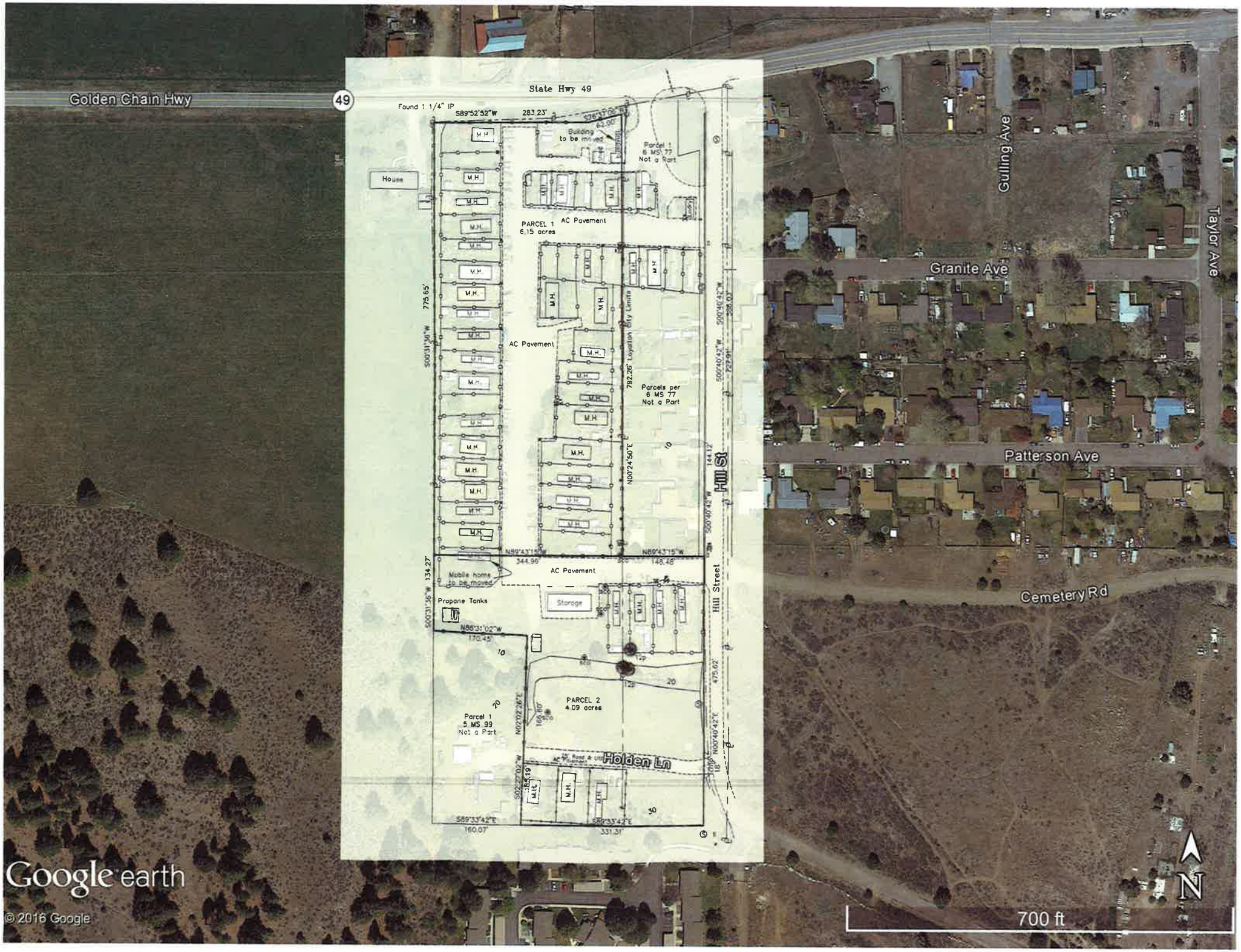
BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

COLOR GOOGLE IMAGES
OF PROPERTY

Golden Chain Hwy
Gulling Ave
Granite Ave
Patterson Ave
Hill St
Cemetery Rd
Holden Ln
Google earth
© 2016 Google
N
700 ft


Golden Chain Hwy
49
State Hwy 49
Found 1 1/4" IP
S89°52'52"W
283.23'
Building to be moved
Parcel 1 6 MS 77 Not a Part
House
M.H.
PARCEL 1
6.15 acres
AC Pavement
775.65'
S00°31'36"W
792.26' Loyalton City Limits
Parcels per 6 MS 77 Not a Part
N00°24'50"E
Hill St
N89°43'15"W
344.96
148.18
Mobile home to be moved
Propane Tanks
Storage
134.27'
N86°31'02"W
170.45'
PARCEL 2
4.09 acres
Parcel 1 5 MS 99 Not a Part
N02°02'26"E
Holden Ln
S02°27'02"W
185.19'
S89°33'42"E
160.07'
331.31'
N00°40'42"E
475.02'
Hill Street
Gulling Ave
Taylor Ave
Granite Ave
Patterson Ave
Cemetery Rd
700 ft
N
Google earth
© 2016 Google

Golden Chain Hwy
49
State Hwy 49
Gulling Ave
Taylor Ave
Granite Ave
Patterson Ave
Hill St
Hill Street
Cemetery Rd
Holden Ln
AC Pavement
PARCEL 1
6.10 acres
PARCEL 2
4.07 acres
Storage
700 ft
N
Google earth
© 2016 Google

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
9342 Tech Center Drive, Suite 550
Sacramento, CA 95826
(916) 255-2501
From TDD Phones: 1800-735-2929
From Voice Phones: 1-800-735-2922

RECEIVED JAN 07 2015

NOTICE OF SUSPENSION

DO NOT REMOVE THIS NOTICE

December 31, 2015

Steven Griggs
C/O Trident Pacific Real Estate Group
425 30th Street, Suite 9
Newport Beach, CA 92663

Re: Notice of Suspension
Loyalton Mobile Home Park, LLC (46-0009-MP)

In accordance with California Health and Safety Code (HSC), Sections 18512, on October 22, 2015, you were notified by registered mail and by a posting in the park, that your permit to operate Loyalton Mobile Home Park, LLC would be suspended pursuant to HSC, Section 18517 unless the violation(s) for which you were previously cited were corrected in a timely manner or the Notice of Intent to Suspend was cancelled or modified by an appeal. The Notice of Intent to Suspend was not cancelled or modified by an appeal, and the cited violation(s) have not been corrected. All or some of these violation(s) initially were brought to your attention in a Notice of Violation(s) dated May 1, 2014, July 11, 2014, September 15, 2014, December 5, 2014, January 15, 2015, and April 9, 2015.

Effective today, December 31, 2015, the Annual Permit to Operate Loyalton Mobile Home Park, LLC is suspended indefinitely.

Subsections (c) and (d) of HSC section 18500 state you may not operate, occupy, rent, lease, sublease, demand or collect rent, or hire out for occupancy, any lot within the Mobilehome Park. Because the park no longer has a valid Permit to Operate, pursuant to HSC Sections 18214 and 18500, it is not legal for you to charge or accept rent for lots in the park, or for rental mobilehomes or recreational vehicles you may own that are in the park. During the suspension period, a Permit to Construct is still required for any construction or repair activity related to correction of the previously cited violations.

A copy of this letter and the suspension notice is being posted in a conspicuous place in the park. A copy of this letter has been forwarded to the Planning Department of Sierra County for zoning and land-use considerations since the park is no longer

legally operational. Informational copies will be furnished to the Sierra County District Attorney's Office, the State Franchise Tax Board and the Internal Revenue Service stating that Loyalton Mobile Home Park, LLC is no longer a legitimate business.

Under the provisions of the Mobilehome Residency Law and/or local ordinances, you may be liable to the residents and/or the County of Sierra for various fines and penalties, actual damages of the residents including relocation costs incurred by residents as a result of this action, as well as other judicial remedies resulting from your failure to comply with applicable laws.

If you have questions regarding the violations, please contact District Representative Glenn Gibbons at (530-624-5889), who can provide you with clarifications with regards to resolving the violations. For administrative issues of this case please feel free to call me at (916) 255-2501.

Sincerely,

Cassie Thomas

Cassie Thomas
Codes and Standards Administrator I

cc: DR II Glenn Gibbons
Steven Griggs – P.O. Box 606, Kings Beach, CA 96143
Steven Griggs – 343 Urban Road, Reno, NV 89509
Sierra County District Attorney
Sierra County Planning Department
File

CURRENT DELINQUENCIES
AND PROSPECTUS FOR TAX SALE

Loyalton Mobile Home Park, LLC
APN: 016-040-080-0
Historical Solid Waste Production

Five-Year Summary			
Year	LCY Picked-up	Charge	
2016	314	As of 12/31/15, $6,028.80	
2015	1410	$ 27,072.00	
2014	500	$ 7,795.00	
2013	1292	$ 20,142.28	
2012	770	$ 10,464.30	
2011	685	$ 9,309.15	Monthly tally not
2010	770	$ 10,464.30	included
	Total	**$ 85,247.03**	

2016 Lien Date (April 1, 2015 until December 31, 2015; January~March 2016 not yet calculated)

	LCY	*Potential* LCY Fee	SW Fee Owed
April, 2015	22.00	$19.20	$ 422.40
May, 2015	36.50	$19.20	$ 700.80
June, 2015	43.50	$19.20	$ 835.20
July, 2015	28.00	$19.20	$ 537.60
August, 2015	43.00	$19.20	$ 825.60
September, 2015	46.00	$19.20	$ 883.20
October, 2015	31.00	$19.20	$ 595.20
November, 2015	28.00	$19.20	$ 537.60
December, 2015	36.00	$19.20	$ 691.20
January, 2016	0.00	$19.20	$ -
February, 2016	0.00	$19.20	$ -
March, 2016	0.00	$19.20	$ -
	314.00		**$ 6,028.80**

2015 Lien Date (April 1, 2014 through March 31, 2015)

	LCY	*Adopted* LCY Fee	SW Fee Owed
April, 2014	150.00	$19.20	$ 2,880.00
May, 2014	75.00	$19.20	$ 1,440.00
June, 2014	110.00	$19.20	$ 2,112.00
July, 2014	75.00	$19.20	$ 1,440.00
August, 2014	150.00	$19.20	$ 2,880.00
September, 2014	110.00	$19.20	$ 2,112.00
October, 2014	110.00	$19.20	$ 2,112.00
November, 2014	150.00	$19.20	$ 2,880.00
December, 2014	150.00	$19.20	$ 2,880.00
January, 2015	110.00	$19.20	$ 2,112.00
February, 2015	110.00	$19.20	$ 2,112.00
March, 2015	110.00	$19.20	$ 2,112.00
	1,410.00		**$ 27,072.00**

2014 Lien Date (April 1, 2013 through March 31, 2014)

	LCY	*Adopted* LCY Fee	SW Fee Owed
April, 2013	35.00	$15.59	$ 545.65
May, 2013	65.00	$15.59	$ 1,013.35
June, 2013	70.00	$15.59	$ 1,091.30
July, 2013	35.00	$15.59	$ 545.65
August, 2013	70.00	$15.59	$ 1,091.30
September, 2013	35.00	$15.59	$ 545.65
October, 2013	35.00	$15.59	$ 545.65
November, 2013	15.00	$15.59	$ 233.85
December, 2013	35.00	$15.59	$ 545.65
January, 2014	35.00	$15.59	$ 545.65
February, 2014	35.00	$15.59	$ 545.65
March, 2014	35.00	$15.59	$ 545.65
	500.00		$ 7,795.00

2013 Lien Date (April 1, 2012 through March 31, 2013)

	LCY	*Adopted* LCY Fee	SW Fee Owed
April, 2012	110.00	$15.59	$ 1,714.90
May, 2012	110.00	$15.59	$ 1,714.90
June, 2012	110.00	$15.59	$ 1,714.90
July, 2012	110.00	$15.59	$ 1,714.90
August, 2012	110.00	$15.59	$ 1,714.90
September, 2012	110.00	$15.59	$ 1,714.90
October, 2012	110.00	$15.59	$ 1,714.90
November, 2012	110.00	$15.59	$ 1,714.90
December, 2012	110.00	$15.59	$ 1,714.90
January, 2013	110.00	$15.59	$ 1,714.90
February, 2013	92.00	$15.59	$ 1,434.28
March, 2013	100.00	$15.59	$ 1,559.00
	1,292.00		$ 20,142.28

2012 Lien Date (April 1, 2011 until March 31, 2012)

	LCY	*Adopted* LCY Fee	SW Fee Owed
April, 2011	70.00	$13.59	$ 951.30
May, 2011	105.00	$13.59	$ 1,426.95
June, 2011	70.00	$13.59	$ 951.30
July, 2011	70.00	$13.59	$ 951.30
August, 2011	105.00	$13.59	$ 1,426.95
September, 2011	35.00	$13.59	$ 475.65
October, 2011	70.00	$13.59	$ 951.30
November, 2011	70.00	$13.59	$ 951.30
December, 2011	70.00	$13.59	$ 951.30
January, 2012	70.00	$13.59	$ 951.30
February, 2012	35.00	$13.59	$ 475.65
March, 2012	0.00	$13.59	$ -
	770.00		$ 10,464.30

SECURED ABSTRACT CALCULATION

Secured Abstract Calculation Worksheet

APN: 016-040-080-0

Tax Sale 05/31/16

Fiscal year	Default date	886-9270-1416 Tax Unpaid	1%	SVHD	SW	GW	887-0000-4060 10% Pen	867-0000-4070 10.00	Control total	Number of months	887-0000-4060 1.5% interest	Total	
2008/09	06/30/09	18,462.16	8,354.03	426.06	9,676.08	6.00	1,846.21	10.00	20,318.37	83	22,985.38	43,303.75	
2009/10	06/30/10	17,521.66	8,519.48	434.49	8,561.70	6.00	1,752.16	10.00	19,283.82	71	18,660.56	37,944.38	
2010/11	06/30/11	17,527.22	6,714.50	342.44	10,464.30	6.00	1,752.72	10.00	19,289.94	59	15,511.58	34,801.52	
2011/12	06/30/12	16,681.34	7,008.75	357.45	9,309.15	6.00	1,668.13	10.00	18,359.47	47	11,760.34	30,119.81	
2012/13	06/30/13	17,988.98	7,153.85	364.85	10,464.30	6.00	1,798.89	10.00	19,797.87	35	9,444.21	29,242.08	
2013/14	06/30/14	26,713.02	6,246.20	318.56	20,142.28	6.00	2,671.30	10.00	29,394.32	23	9,215.99	38,610.31	
2014/15	06/30/15	15,430.46					1,543.04	10.00	16,983.50	11	2,546.02	19,529.52	
			43,996.81	2,243.84	68,617.81	36.00	-	-	-	1,397	-	-	
							-	-	-	1,397	-	-	
							-	-	-	1,397	-	-	
							-	-		1,397			
		130,324.84					13,032.45	70.00	143,427.29		90,124.08	233,551.37	90,124.08
										886-9270-4075	St Red Fee	5.00	5.00
										821-7270-4643	Recording/Doc Fee	17.00	17.00
										001-0000-4076	County Red Fee	50.00	50.00
													-
										883-9190-4401	Adv Fee/Lit Fee	270.00	270.00
										001-0000-4322	CountyTS fee/POI Fe	4,200.00	4,200.00
										886-9270-4075	State Sales Fee	1.50	1.50
										883-9190-5161	Postage	-	
										001-5050-5161	Postage	-	
Prior payment:											Prior payment:	(4,296.22)	(4,296.22)
									Total due before payments are deducted:			233,798.65	90,371.36
This worksheet is not intended to calculated installment plans.													
Current Tax Bill #2626		886-9210-1415	1%	SVHD	SW	GW	887-0000-4062	001-0000-4070	Control total				
2015-16		34800.84	7348.09	374.75	27072	6	3,480.08	10.00	38,290.92			38,290.92	
			34800.84										
											Total To Distribute	272,089.57	

NOTE: For purposes of this worksheet, always enter the last day of the redemption month. The worksheet will not calculated correctly if some earlier dates are used and the amount due will be good through the end of the month anyway.

Loyalton Mobile Home Estates
Assessor Parcel Number (APN): 016-040-080-0, 017-120-001-0, 017-120-006-0

Owner of Record:
Loyalton Mobile Home Park, LLC, a Nevada Limited Liability Company
% Steven Griggs
343 Urban Road
Reno, NV 89509

Loyalton Mobile Home Park, LLC, aquired a 100% ownership interest in the property from Loyalton Mobile Estates, LLC, by Grant Deed recorded June 28, 2005, at Document Number 2005143272

2010-1 CRE Venture, LLC, in care of Gregg Williams, appointed Receiver.
Courts appoint receivers to take custody, manage, and preserve money or property that is subject to litigation so that when the final judgment is rendered, the property remains available to accomplish what has been ordered. The appointment of a receiver is not a change in ownership of the property.

2010-1 CRE Venture, LLC was discharged as receiver by the Sierra County Superior Court at Case 7353, effective February 13, 2015.

January 1, 2015, Assessed Value

016-040-080-0, 10.97 acres

Land	$ 199,600
Imps	$ 535,040
PPOP	$ 170
Net Assessed	$ 734,810

017-120-001-0, .10 acres

Land	$ 1,800
Imps	$ -
PPOP	$ -
Net Assessed	$ 1,800

017-120-006-0, 1.02 acres

Land	$ 18,600
Imps	$ 104,960
PPOP	$ -
Net Assessed	$ 123,560

Memo

Re: Property Tax Sale

The County Tax Collector has the duty under California Revenue & Taxation Code (R&T) to sale property that is in tax default (R&T § 3691 (a)). At no time does the Tax Collector of the County own the property. This is why any excess proceeded, if not claimed by a creditor or lean holder, reverts to the tax default owner upon submitting a valid request for the funds.

Attachments to this memo are as follows:

General statement of the Public Auction process
Letter from the County Public Health Department – possible contamination
Example of Notice to Sale to party's interest
    Last year's notice to owner
    Last year's notice to City
Map of Mobil Home Park
APN 017-120-006-0
    Calculation of Minimum Sales Price
    Exhibit of Property
    Legal description of Property
    Map
APN 017-120-001-0
    Calculation of Minimum Sales Price
    Exhibit of Property
    Legal description of Property
    Map
APN 016-040-080-0
    Calculation of Minimum Sales Price
    Exhibit of Property
    Legal description of Property
    Map

Some R&T Code for Sale of Property
3436.

At 12:01 a.m. on July 1, the taxes, assessments, penalties, and costs on real property except tax-defaulted property and possessory interests, which have not been paid shall by operation of law be declared in default.

3691.

(a) (1) (A) Five years or more, or three years or more in the case of nonresidential commercial property, after the property has become tax defaulted, the tax collector shall have the power to sell and shall attempt to sell in accordance with Section 3692 all or any portion of tax-defaulted property that has not

been redeemed, without regard to the boundaries of the parcels, as provided in this chapter, unless by other provisions of law the property is not subject to sale. Any person, regardless of any prior or existing lien on, claim to, or interest in, the property, may purchase at the sale. In the case of tax-defaulted property that has been damaged by a disaster in an area declared to be a disaster area by local, state, or federal officials and whose damage has not been substantially repaired, the five-year period set forth in this subdivision shall be tolled until five years have elapsed from the date the damage to the property was incurred.

Excess Proceeds

4675.

(a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of sale, at any time prior to the expiration of one year following the recordation of the tax collector's deed to the purchaser.

4676.

(a) When excess proceeds from the sale of tax-defaulted property exceed one hundred fifty dollars ($150), the county shall provide notice of the right to claim the excess proceeds, as provided in this section.
(b) No later than 90 days after the sale of the property, the county shall mail written notice of the right to claim excess proceeds to the last known mailing address of parties of interest, as defined in Section 4675. The county shall make a reasonable effort to obtain the name and last known mailing address of parties of interest.
(c) If the last known address of a party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county. Publication is not required if the cost to publish is equal to or greater than the amount of the excess proceeds. The notice shall be published once a week for three successive weeks and shall commence no later than 90 days after the sale of the property.
(d) The cost of obtaining the name and last known mailing address of parties of interest and of mailing or publishing the notices required under this section shall be deducted from the excess proceeds and shall be distributed to the county general fund.

Section 2: Public Auction Overview

The material in this handbook is intended to provide an in-depth, step-by-step explanation of the procedures and processes necessary to conduct a public auction tax sale.

The purpose of offering tax-defaulted property at a tax sale is to collect the unpaid taxes (redemption) and to return the property to a revenue-generating status by conveying the property to another owner.

As a successful auction deprives a person of property ownership, specific procedural requirements have been legislated to ensure that individuals are afforded consistent and appropriate opportunities to retain their property. Legislation also has been enacted to give counties the authority to initiate responsive measures should property owners fail to meet their property tax obligations. The general logistics concerning the sale of a property that has become tax-defaulted are as follows:

- When a property owner fails to pay his or her property tax by the final due date and becomes tax-delinquent, the tax collector sends the property owner, or assessee, a notice of impending default, followed by a declaration of default if the delinquency is not cured. The declaration of default opens a waiting period, during which the defaulted taxes, penalties, and costs accumulate until redeemed.

- At the end of this period, if the taxes remain unpaid, the tax collector has the power to sell the property. If the property is residential or farmland, the waiting period is five years. If the property is nonresidential commerical property, the waiting period is three years. If a county board of supervisiors has, by resolution or ordinance, opted out of the three-year provisions for commercial property, the waiting period is five years. Property also may be eligible for sale after three years if a nuisance abatement lien has been recorded against the property, or if a qualified public agency or nonprofit organization has identified a property it needs for low-income housing and has sent a completed application to the county.

- Before the sale, the tax collector is required to notify the assessee and any other parties of interest, of the tax collector's power and intent to sell the property for nonpayment of taxes. The property must meet specific conditions to qualify for sale at an auction.

Only after all of the statutory requirements are met can the tax collector exercise his or her authority to sell the property. The sale must be conducted no sooner than 45 days after notification by certified mail of all ascertainable recorded parties of interest.

Upon completion of the sale, the tax collector must file reports with the county recorder and the assessor to address the transfer of title and the distribution of sale proceeds. The tax collector also must be prepared to submit, upon request, a report to the State Controller's Office on the disposition of all parcels.

Additionally, for one year following the date of the execution of the tax deed to the purchaser, the tax collector must respond to challenges concerning the validity of the sale and excess proceeds claims.

Sierra County Human Services

Environmental Health
P.O. Box 7
Loyalton, CA 96118
Phone: (530) 993-6716
Fax: (530) 993-6790
Envhealth@sierracounty.ca.gov

Sierra County

Darden Bynum, LCSW, Director
Sierra County Human Services

Celia Sutton-Pado, MD
Health Officer

March 31, 2015

Subject: Tax Sale of Delinquent Properties – Loyalton Mobile Home Park LLC
APN # 016-040-080 – Lot with Improvements 300 Hill Street
APN # 017-120-001– Lot with no improvements at W in Gulling/Taylor Add, Loyalton
APN # 017-120-006 – Lot with improvements at 205 Hill Street, Loyalton

The State Housing and Community Development Department (HCD) is the regulatory agency responsible for the permitting and inspection of the Loyalton Mobile Estates.

Department of Housing and Community Development (916) 255-2501
Division of Codes and Standards - Northern Area Office
9342 Tech Center Drive, Suite 550
Sacramento, CA 95826-2558

Sierra County Environmental Health has received numerous complaints regarding the Loyalton Mobile Estates over the years, primarily with regards to infrastructure problems such as surfacing sewage, frozen water pipes, drainage issues, and lack of adequate drainage or snow removal. These complaints were referred to HCD as they are the regulatory authority for the Mobile Home Park. Potential buyers should contact HCD to verify if prior violations have been resolved.

Environmental Health has also received complaints regarding scrap mental operations, illegal junkyard, inoperative vehicles, accumulation of trash, dangerous tree with dead limbs, and most recently, the illegal disposal of hazardous materials in the trash dumpster.

In December 2014, Five (5) 5-gallon containers with unknown liquid were found in the trash dumpster and removed. As of 3-30-2015, the containers were still located at the Loyalton Mobile Home Park. Based on the evaluation (profile) of the contents by H20 Environmental (775) 351-2237, these containers will need to be properly disposed. The January 2015 Estimate from H2O Environmental for pick-up and disposal of this waste was:

Pick-up fee – Loyalton $375.00
15 gallon (3 @ 5 gal) drums of paint related material $250.00
5 gallon drum of non-RCRA cleaner $75.00
5 gallon drum of corrosive cleaner $135.00

In addition to the above listed containers, it is estimated that the Mobile Home Park still has at least 100 gallons of used paint and paint related materials being stored at the property that will need to be properly disposed of.

Please feel free to contact Sierra County Environmental Health at (530) 993-6716 if you have any questions.

Elizabeth Morgan, MPH, REHS
Director of Environmental Health
Sierra County Environmental Health
P.O. Box 7
Loyalton, CA 96118
(530) 993-6716
emorgan@sierracounty.ca.gov

Treasurer-Tax Collector
COUNTY OF SIERRA

Van Maddox
Auditor-Treasurer-Tax Collector

March 9, 2015 **CERTIFIED MAIL**

NOTICE OF SALE OF TAX-DEFAULTED PROPERTY
IMPORTANT NOTICE TO PARTIES OF INTEREST

Loyalton Mobile Home Park LLC
% Steven Griggs
343 Urban Rd
Reno, NV 89509

Our records indicate you may have a legal interest in the property described below. This property will be offered for sale at public auction to the highest bidder, at the place, date and time indicated. The sale is for the purpose of satisfying unpaid taxes, penalties and costs.

The amount currently required for redemption is shown below. **THE RIGHT OF REDEMPTION WILL TERMINATE AT 5:00 p.m. ON May 8, 2015**

Redemption amount:	**$19,909.14** if paid in cash, cashier's check or electronic funds
(pays prior year delinquencies only)	**by 5:00 p.m. on May 8, 2015 in the office of the Tax Collector.**
Location of sale:	Internet auction website: www.Bid4assets.com
Date and time of sale:	**May 9, 8:00 a.m. PT - May 12, 2015, TBD**
Last Assessee Name:	**Loyalton Mobile Home Park LLC**
APN/Description:	**017-120-006-0 Lot W in Gulling/Taylor Add, Loyalton**
Minimum Bid:	**$21,300.00**

If the property is not sold: any parcel remaining unsold may be reoffered for sale on June 13-16, 2015 and new parties of interest will be notified. You will have the right to pay the increased redemption amount until 5:00 p.m. on June 12, 2015.

If the property was damaged, and not substantially repaired, within the last five years due to a local, state, or federally declared disaster, it cannot be offered for sale until it has been tax-defaulted for five years from the date of the disaster. If property falls into this category, contact the county tax collector's office immediately at (530) 289-3286. Documentation may be requested by the tax collector that the property was damaged as a result of a declared disaster and the date the damage occurred.

RIGHTS OF PARTIES OF INTEREST AFTER SALE

If the property is not redeemed, and it is sold, you have the right to claim proceeds remaining after the tax and assessment liens and costs of sale are satisfied. To claim the excess proceeds you must be a "party of interest" as defined by Section 4675 of the Revenue and Taxation Code. A claim for excess proceeds must be filed within **ONE YEAR** after the tax collector's deed to the purchaser is recorded. A claim form will be mailed to you.

The law protects parties of interest by requiring that any assignment to another person of the right to claim excess proceeds can be made only by means of a dated, written document. The document must specifically state that the right to claim excess proceeds is being assigned and that each party to the transaction has informed the other of the value of the right being assigned.

If you have any questions concerning redemption, the proposed sale of the property, or your right to claim excess proceeds, call Docia Bostrom between 9 a.m. to noon and 1 p.m. to 4 p.m. at (530) 289-3286.

P. O. Box 376, 100 Courthouse Square, Suite 14, Downieville, CA 95936
Phone: (530) 289-3286 Fax: (530) 289-2829
Email: collector@sierracounty.ca.gov Website: www.sierracounty.ca.gov

Treasurer-Tax Collector
COUNTY OF SIERRA

Van Maddox
Auditor-Treasurer-Tax Collector

March 9, 2015 **CERTIFIED MAIL**

NOTICE OF SALE OF TAX-DEFAULTED PROPERTY
IMPORTANT NOTICE TO PARTIES OF INTEREST

City of Loyalton
Clerk City Counsel
P.O. Box 128
Loyalton, CA 96118

Our records indicate you may have a legal interest in the property described below. This property will be offered for sale at public auction to the highest bidder, at the place, date and time indicated. The sale is for the purpose of satisfying unpaid taxes, penalties and costs.

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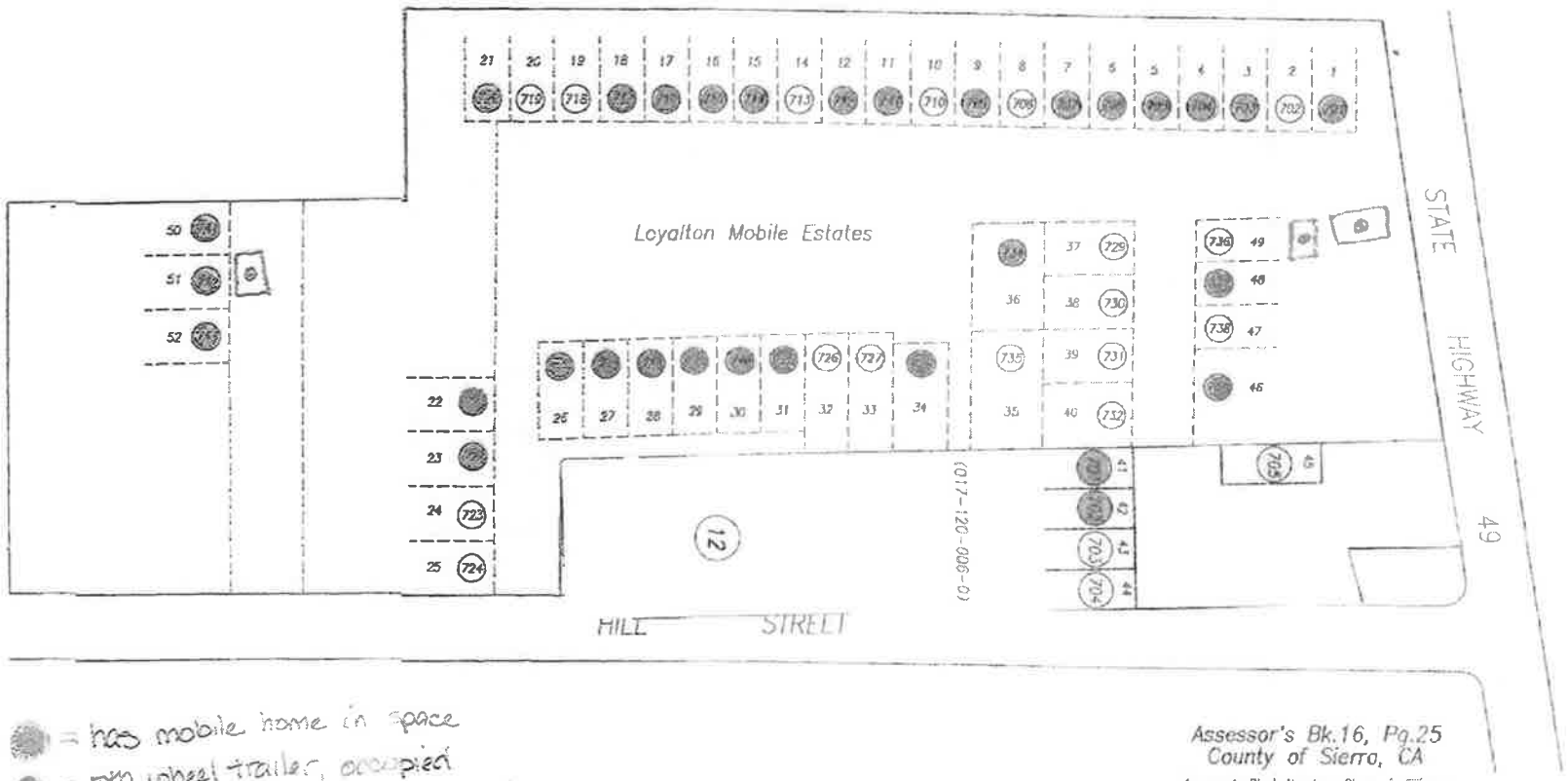
P. O. Box 376, 100 Courthouse Square, Suite 14, Downieville, CA 95936
Phone: (530) 289-3286 Fax: (530) 289-2829
Email: collector@sierracounty.ca.gov Website: www.sierracounty.ca.gov

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

(16-040-80)

Tax Rate Area
52-017

1" = 100'



● = has mobile home in space
● = 5th wheel trailer, occupied
○ = 5th wheel trailer, appears stored only
● = Toy hauler trailer, occupied

Assessor's Bk.16, Pg.25
County of Sierra, CA

Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
Mineral Right Parcels Are Shown Hatched.

NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or supersede land surveys. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

DRAWN km 1/18/2001	REVISED
REVISED	REVISED
REVISED	REVISED
REVISED	REVISED

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SECURED ABSTRACT CALCULATION

Secured Abstract Calculation Worksheet

APN: 017-120-006-0

Tax Sale 05/31/16

Fiscal year	Default date	886-9270-1416 Tax Unpaid	1%	SVHD	GW	887-0000-4060 10% Pen	867-0000-4070 10.00	Control total	Number of months	887-0000-4060 1.5% interest	Total
2008/09	06/30/09	1,902.04	1,804.04	92.01	6.00	190.20	10.00	2,102.24	83	2,368.03	4,470.27
2009/10	06/30/10	1,939.94	1,840.11	93.85	6.00	193.99	10.00	2,143.93	71	2,066.03	4,209.96
2010/11	06/30/11	1,134.76	1,074.00	54.77	6.00	113.47	10.00	1,258.23	59	1,004.26	2,262.49
2011/12	06/30/12	1,179.96	1,117.00	56.97	6.00	117.99	10.00	1,307.95	47	831.87	2,139.82
2012/13	06/30/13	1,289.90	1,221.60	62.30	6.00	128.99	10.00	1,428.89	35	677.19	2,106.08
2013/14	06/30/14	1,192.46	1,128.90	57.57	6.00	119.24	10.00	1,321.70	23	411.39	1,733.09
2014/15	06/30/15	1,181.64	1,128.90	57.57	6.00	118.16	10.00	2,502.27	11	194.97	2,697.24
			9,314.55	475.04	42.00	-	-	-	1,397	-	-
						-	-	-	1,397	-	-
					9,831.59	-	-	-	1,397	-	-
						-	-		1,397		
		9,820.70				982.04	70.00	12,065.21		7,553.74	18,426.48

886-9270-4075	St Red Fee	5.00
821-7270-4643	Recording/Doc Fee	17.00
001-0000-4076	County Red Fee	50.00
883-9190-4401	Adv Fee/Lit Fee	270.00
001-0000-4322	CountyTS fee/POI Fe	4,200.00
886-9270-4075	State Sales Fee	1.50
883-9190-5161	Postage	-
001-5050-5161	Postage	-

NOTE: For purposes of this worksheet, always enter the last day of the redemption month. The worksheet will not calculated correctly if some earlier dates are used and the amount due will be good through the end of the month anyway.

Prior payment:

Prior payment:

Total due before payments are deducted: 22,969.98

This worksheet is not intended to calculated installment plans.

Current Tax Bill #3571		886-9210-1415				887-0000-4062	001-0000-4070	Control total			
2015/16		1304.6	1235.59	63.02	6.00	130.46	10.00	1,445.06			1,445.06

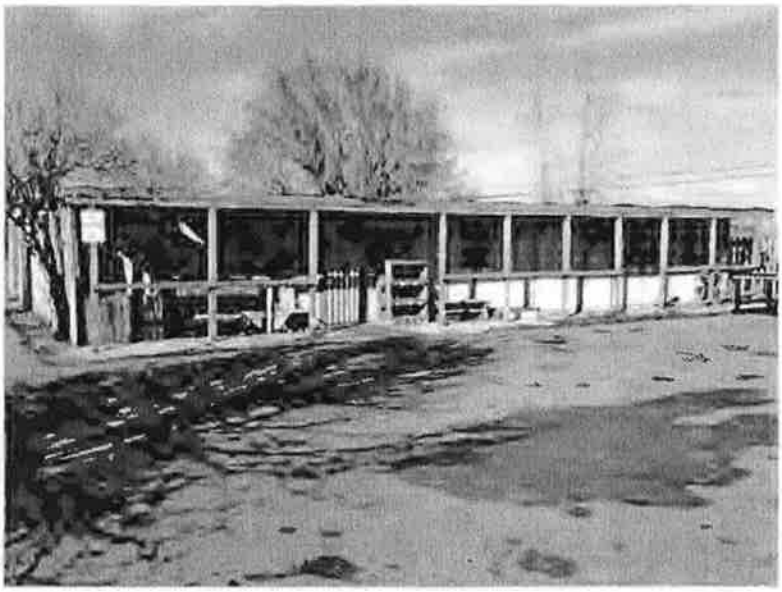
Total To Distribute 24,415.04

Exhibit A Item #2.C

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

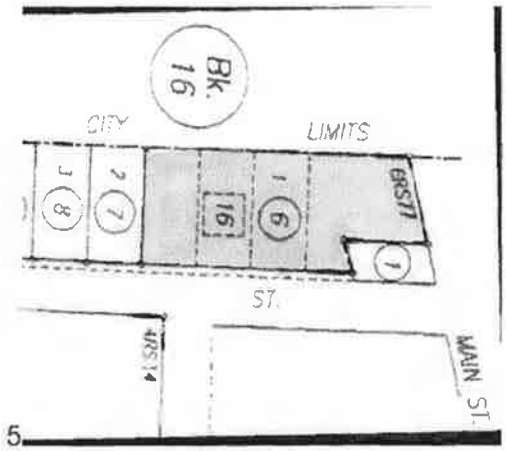
Bid Deposits must be received by May 1, 2016

APN 017-120-006-0



Approximately 1.02 acres at 205 Hill St, Loyalton, CA

Description: Lot with improvements
Zoning: Commercial/Residential Duplex
Sewer and water: City of Loyalton, (530) 993-6750

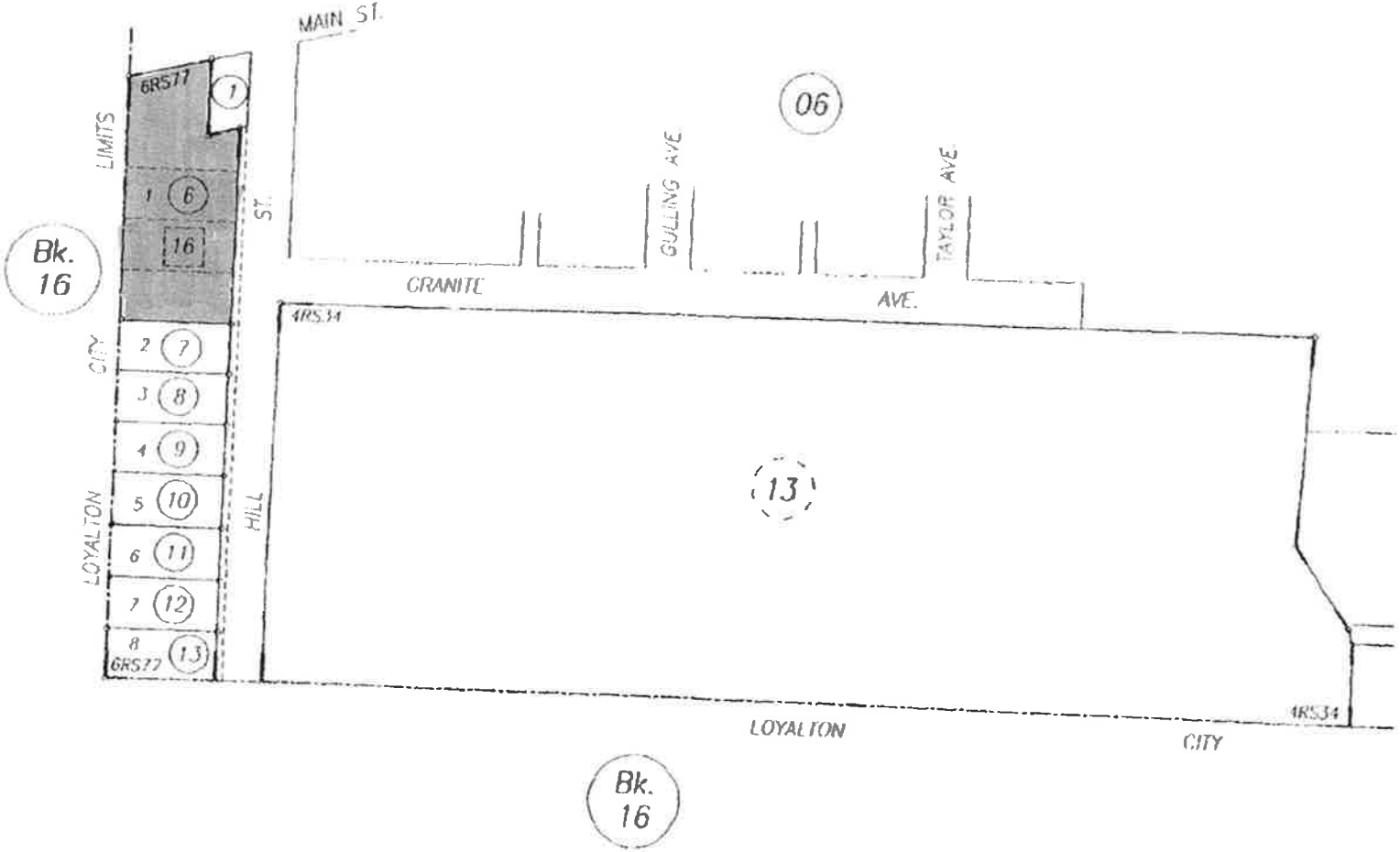


APN: 017-120-0060
OWNER OF Record: LOYALTON MOBILE HOME PARK LLC
Legal Description:

Lot 1, as shown on the Map of Smithneck Village Subdivision, filed April 21, 1981, in Book 6 of Maps and Surveys, page 76, Sierra County Records.

APN: 017-120-006

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



SECURED ABSTRACT CALCULATION

Secured Abstract Calculation Worksheet

APN: 017-120-001-0

Tax Sale 05/31/16

Fiscal year	Default date	886-9270-1416 Tax Unpaid	1%	SVHD	GW	887-0000-4060 10% Pen	867-0000-4070 10.00	Control total	Number of months	887-0000-4060 1.5% interest	Total
2005/06	06/30/06					-	-	-	119	-	-
2006/07	06/30/07					-	-	-	107	-	-
2007/08	06/30/08					-	-	-	95	-	-
2008/09	06/30/09	452.12	424.48	21.65	6.00	45.21	10.00	507.33	83	562.88	1,070.21
2009/10	06/30/10	373.84	350.00	17.85	6.00	37.38	10.00	421.22	71	398.13	819.35
2010/11	06/30/11	34.36	27.00	1.38	6.00	3.43	10.00	47.79	59	30.40	78.19
2011/12	06/30/12	34.36	27.00	1.38	6.00	3.43	10.00	47.79	47	24.22	72.01
2012/13	06/30/13	34.36	27.00	1.38	6.00	3.43	10.00	47.79	35	18.03	65.82
2013/14	06/30/14	34.36	27.00	1.38	6.00	3.43	10.00	47.79	23	11.85	59.64
2014/15	06/30/15	34.36	27.00	1.38	6.00	3.43	10.00	82.17	11	5.66	87.83
			909.48	46.38	42.00	-	-	-	1,397	-	-
						-	-	-	1,397	-	-
					997.86	-	-	-	1,397	-	-
						-	-		1,397		
		997.76				99.74	70.00	1,201.88		1,051.17	2,218.67

886-9270-4075	St Red Fee	5.00
821-7270-4643	Recording/Doc Fee	17.00
001-0000-4076	County Red Fee	50.00
883-9190-4401	Adv Fee/Lit Fee	270.00
001-0000-4322	CountyTS fee/POI Fe	4,200.00
886-9270-4075	State Sales Fee	1.50
883-9190-5161	Postage	-
001-5050-5161	Postage	-
	Prior payment:	
	Total due before payments are deducted:	6,762.17

NOTE: For purposes of this worksheet, always enter the last day of the redemption month. The worksheet will not calculated correctly if some earlier dates are used and the amount due will be good through the end of the month anyway.

Prior payment:

This worksheet is not intended to calculated installment plans.

Current Tax Bill #3570	886-9210-1415	887-0000-4062	001-0000-4070	Control total	
2015/16	24.9	2.49	10.00	37.39	37.39
				Total To Distribute	6,799.56

Exhibit A Item #2.B

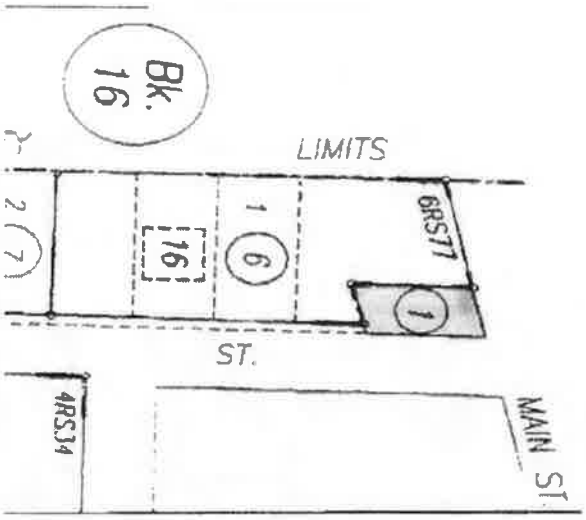
Sierra County Tax Sale, May 6th to May 9th 2016 http://www.bid4assets.com

Bid Deposits must be received by May 1, 2016

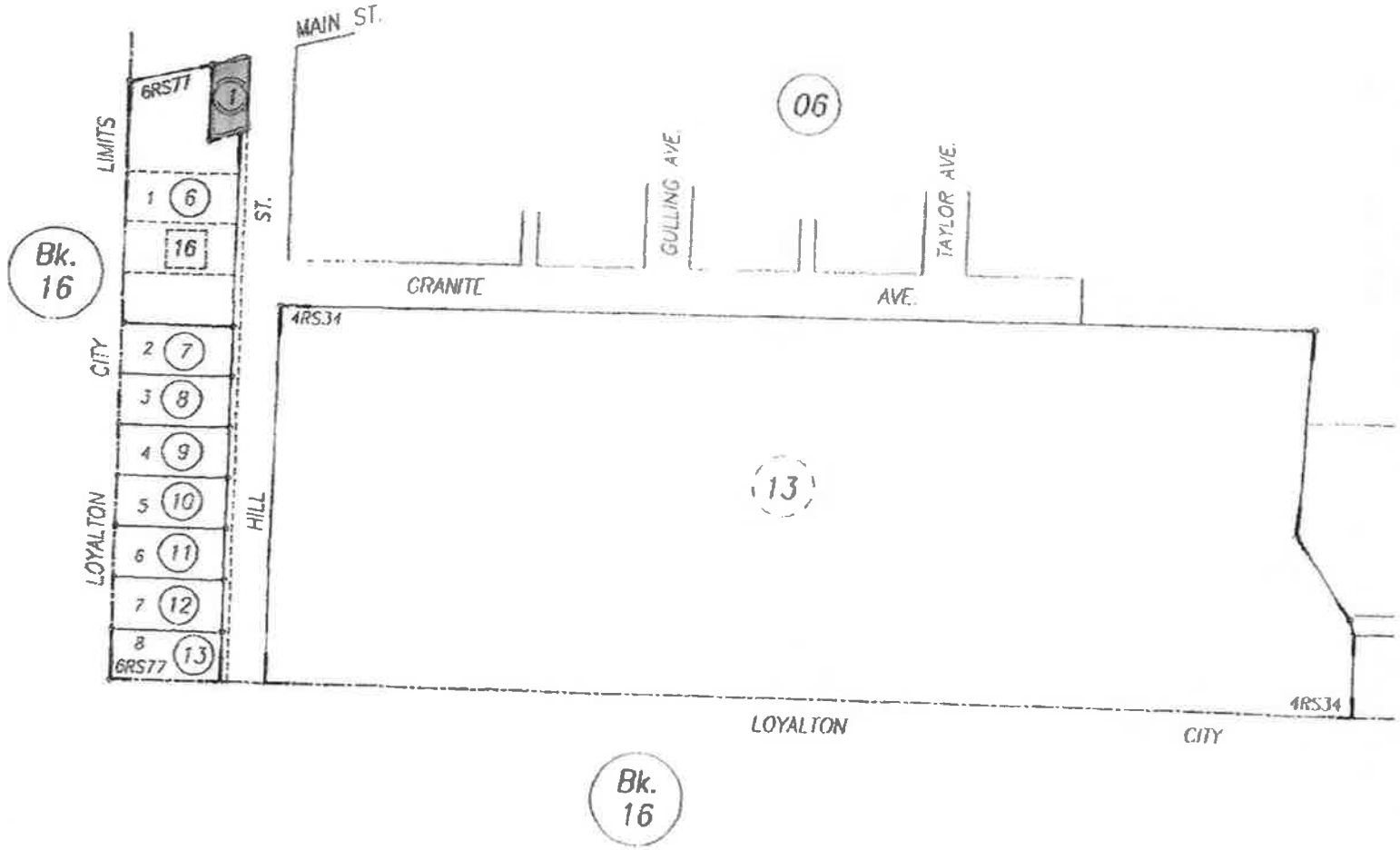
APN 017-120-001-0

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

Description:
Zoning: Commercial Residential District
Sewer and water: City of Loyalton, (530) 993-6750



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



APN: 017-120-0010
OWNER OF Record: LOYALTON MOBILE HOME PARK LLC

Legal Description:

Beginning at a 1-1/2 inch iron pipe driven at the fence corner at the intersection of the Southerly line of North First Street (also known as the Sierraville – Loyalton Road) and the Westerly line of Hill Street as marked by existing fences, from which point a 1-1/4 inch iron pipe at the intersection of the Northerly line of said North First Street and the Westerly line of West Fourth Street in said City of Loyalton bears North 80° 49' East, 1,297.89 feet, and running thence from said point of beginning along said existing wire fence on the Westerly side of said Hill Street, South 0° 16' West, 100.00 feet to an old auto axle driven flush with the ground marking the Southeast corner of the parcel herein being described, and from which point a 1-1/4 inch iron pipe marking the southwest corner of Gulling and Taylor Addition to the City of Loyalton bears South 10° 40' East 237.40 feet, thence South 75° 17' West, 50.00 feet to a 1-14 inch pipe 5 feet long driven flush with the ground and tagged LS2566; thence North 0° 16' East, 100.00 feet to a 1-1/2 inch iron pin set in said Southerly fence line of North First Street; thence along said southerly fence line of North First Street; North 75° 17' East, 50.00 feet to the point of beginning.

APN: 017-120-001

SECURED ABSTRACT CALCULATION

Secured Abstract Calculation Worksheet

APN: 016-040-080-0

Tax Sale 05/31/16

Fiscal year	Default date	886-9270-1416 Tax Unpaid	1%	SVHD	SW	GW	887-0000-4060 10% Pen	867-0000-4070 10.00	Control total	Number of months	887-0000-4060 1.5% interest	Total	
2008/09	06/30/09	18,462.16	8,354.03	426.06	9,676.08	6.00	1,846.21	10.00	20,318.37	83	22,985.38	43,303.75	
2009/10	06/30/10	17,521.66	8,519.48	434.49	8,581.70	6.00	1,752.16	10.00	19,283.82	71	18,660.56	37,944.38	
2010/11	06/30/11	17,527.22	6,714.50	342.44	10,464.30	6.00	1,752.72	10.00	19,289.94	59	15,511.58	34,801.52	
2011/12	06/30/12	16,681.34	7,008.75	357.45	9,309.15	6.00	1,668.13	10.00	18,359.47	47	11,760.34	30,119.81	
2012/13	06/30/13	17,988.98	7,153.85	364.85	10,464.30	6.00	1,798.89	10.00	19,797.87	35	9,444.21	29,242.08	
2013/14	06/30/14	26,713.02	6,246.20	318.56	20,142.28	6.00	2,671.30	10.00	29,394.32	23	9,215.99	38,610.31	
2014/15	06/30/15	15,430.46					1,543.04	10.00	16,983.50	11	2,546.02	19,529.52	
			43,996.81	2,243.84	68,617.81	36.00	-	-	-	1,397	-	-	
							-	-	-	1,397	-	-	
							-	-	-	1,397	-	-	
							-	-		1,397			
		130,324.84					13,032.45	70.00	143,427.29		90,124.08	233,551.37	90,124.08

886-9270-4075	St Red Fee	5.00	5.00
821-7270-4643	Recording/Doc Fee	17.00	17.00
001-0000-4076	County Red Fee	50.00	50.00
			-
883-9190-4401	Adv Fee/Lit Fee	270.00	270.00
001-0000-4322	CountyTS fee/POI Fe	4,200.00	4,200.00
886-9270-4075	State Sales Fee	1.50	1.50
883-9190-5161	Postage	-	
001-5050-5161	Postage	-	
	Prior payment:	(4,296.22)	(4,296.22)
	Total due before payments are deducted:	233,798.65	90,371.36

NOTE: For purposes of this worksheet, always enter the last day of the redemption month. The worksheet will not calculated correctly if some earlier dates are used and the amount due will be good through the end of the month anyway.

Prior payment:

This worksheet is not intended to calculated installment plans.

Current Tax Bill #2626		886-9210-1415	1%	SVHD	SW	GW	887-0000-4062	001-0000-4070	Control total			
2015-16		34800.84	7348.09	374.75	27072	6	3,480.08	10.00	38,290.92			38,290.92
			34800.84									
											Total To Distribute	272,089.57

Exhibit A Item #2.A

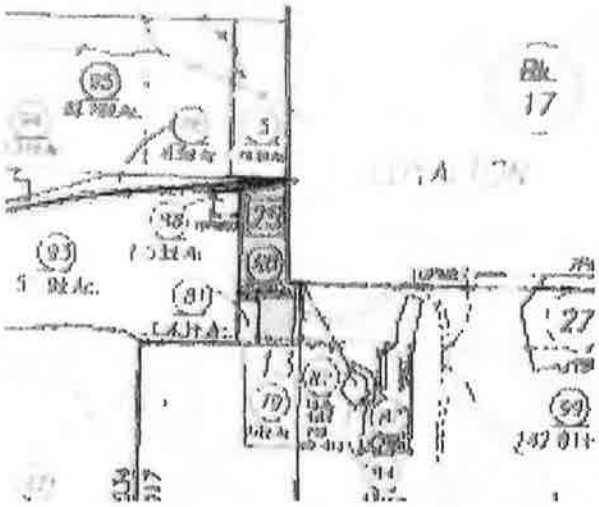
Sierra County Tax Sale, May 6th to May 9th 2016 http://www.bid4assets.com

Bid Deposits must be received by May 1, 2016

APN 016-040-080-0

Approximately 10.97 acres at 300 Hill St, Loyalton, CA

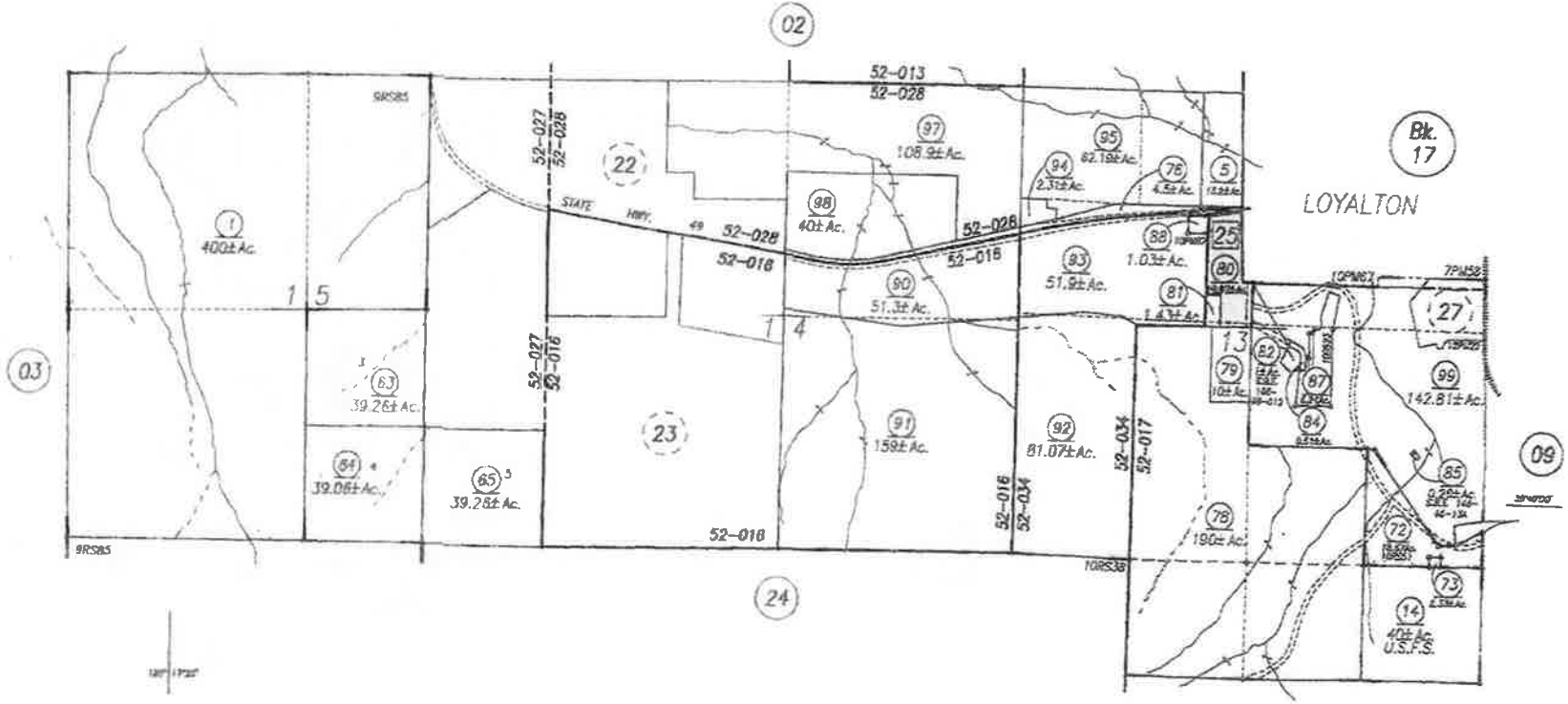
Description: Mobile Home Park
Zoning: Commercial/Residential District
Sewer and water: City of Loyalton, (530) 993-6750



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

Tax Rate Area
52-016, 52-017, 52-027, 52-028 & 52-0034

16-04



2 | 4

Assessor's Bk.16, Pg.04
County of Sierra, CA

Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Mineral Right Parcels Are Shown Hatched.

DRAWN bm 03-26-1999	REVISED bm 10/31/2008
REVISED bm 12/18/2003	REVISED bm 02/05/2009
REVISED bm 06/17/2004	REVISED
REVISED bm 06/11/2007	REVISED

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NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or expressed local ordinances. Offset information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

Legal Description:

PARCEL NO. 1:

All that certain piece or parcel of land situate in the Northwest quarter (NW ¼) of Section 13, Township 21 North, Range 15 East, Mount Diablo Meridian, more particularly described as follows, to-wit:

Beginning at the Northwesterly corner of that certain parcel of land conveyed by Joseph O. Grandi, et ux to Elred Schroder Post No. 7246, Veterans of Foreign Wars and recorded in Volume 5 of Official Records, at page 301, Sierra County Records, from which a 2 inch iron pipe, marking the Southwest corner of the Gulling and Taylor's Addition to Loyalton, bears South 15° 38' 20" East a distance of 333.53 feet, and running thence from said point of beginning, South 76° 37' 06" West, along an existing fence on the Southerly side of State Highway Sign Route 49, a distance of 169.04 feet; thence South 89° 52' 52" West and continuing along said existing fence, a distance of 283.23 feet; thence South 0° 40' 42" West a distance of 633.96 feet; thence East 495.52 feet to a point in existing fence, marking the Westerly line of Hill Street; thence North 0° 40' 42" East, along said Westerly line of Hill Street, a distance of 586.03 feet to the Southeasterly corner of said parcel recorded in Volume 5 of Official Records, at page 301; thence South 75° 41' 42" West, along the Southerly line of said parcel recorded in Volume 5 of Official Records, at page 301, a distance of 50.00 feet; thence North 0° 40' 42" East, along the Westerly line of said parcel recorded in Volume 5 of Official Records, at page 301, a distance of 100.00 feet to the point of beginning. The basis of bearings for this description is the South line of the Gulling and Taylor's Addition to Loyalton and is delineated as "West" on the record map filed in Volume 1 of Maps, and Surveys, at page 6, Sierra County, California Records.

A portion of APN: 016-040-080

PARCEL NO. 2:

All that certain piece or parcel of land situate in the Northwest quarter (NW ¼) of Section 13, Township 21 North, Range 15 East, Mount Diablo Meridian, more particularly described as follows, to-wit:

Beginning at the Southwest corner of Parcel No. 1, as first hereinabove described, thence running South 0° 40' 42" West a distance of 633.00 feet, more or less to a point in the South line of said Northwest quarter (NW ¼) of Section 13; thence East, along said South line of the Northwest quarter (NW ¼) of Section 13, a distance of 495.52 feet to a point in the existing fence, marking the Westerly line of Hill Street; thence North 0° 40' 42" East, along said Westerly line of Hill Street, a distance of 633.00 feet, more or less to the Southeasterly corner of said Parcel No. 1, as first hereinabove described; thence West 495.52 feet to the point of beginning. The basis of bearings for this description is the South line of the Gulling and Taylor's Addition to Loyalton and is delineated as "West" on the record map filed in Volume 1 of Maps, and Surveys, at page 6, Sierra County, California Records.

EXCEPTING THEREFROM: All that portion of land herein described lying within the boundaries of Parcel 1 of Parcel Maps, recorded in Book 5 of Maps and Surveys, page 99, filed January 19, 1979, in the Office of the Recorder of Sierra County, California.

The descriptions of Parcel's No. 1 and 2, as hereinabove shown, are expressly limited to the North and South lines of the said South ½ of the Northwest ¼ of Section 13 and to a line 33 feet West of, measured on a line drawn at right angles to the East line of said South ½ of the Northwest ¼ of Section 13.

ALSO EXCEPTING from the above Parcels 1 and 2 all that portion lying within the exterior boundaries as shown on the map of Smithneck Village Subdivision, filed April 21, 1981, in Book 6 of Maps and Surveys, page 76, Sierra County Records.

A portion of APN: 016-040-080

BOARD PACKET MATERIAL
FROM 1/19/16 BOS AGENDA

Tim Beals

From: Tim Beals
Sent: Friday, January 15, 2016 4:07 PM
To: BOS
Cc: Heather Foster; Jim Curtis; Department Managers; 'Don Russell'; 'jbuck@psln.com'; 'Liz Fisher'
Subject: Item 7A on BOS Agenda for 1-19-16
Attachments: Attached Image

I have been asked to place an item on the agenda for the Board of Supervisors meeting on January 19, 2016 to generally discuss the letter of suspension issued by the State of California to the owners of the Loyalton Mobile Estates at Loyalton. I will be attaching the following documents to this email as a basic background:

1) Email to Supervisor Beard dated January 12, 2016
2) "Notice of Suspension" issued by the State to the property owner dated December 31, 2015-received by the County January 7, 2016
3) Email to Department Managers and Board of Supervisors regarding December 9 State Inspection and process expected
3) "Notice of Intent to Suspend Permit to Operate" issued by the State to the property owner dated October 22, 2015

As you can see, the County has commenced a process to evaluate the options considering that the official "Notice of Suspension" has been issued by the State. The discussion on January 19 can address some general issues but many of the possible questions may have to have deferral on some aspects of the response due to the fact that I am in the middle of the process of preparing a more detailed analysis on this matter.

As stated in attachment #1 that is an email from me to Supervisor Beard, a more detailed and comprehensive report is in preparation and will not be completed nor available by the meeting of January 19. The January 19 agenda item is intended to be a general discussion and an opportunity for local residents to attend and ask any questions that are pertinent to this matter.

I have been made aware that there are several questions or rumors that are circulating within the community and this would be an ideal time to address these issues. Some of the questions or rumors include:

1) **Q...The State notice was prompted by the County or the City or the notice was a County or City initiated action.** A...This is not true. It is a State compliance issue as the State, by law, issues annual permits to operate any mobilehome park....not the County or the City.

2) **Q...The County has ordered the removal of the trash bins at the mobilehome park.** A...This is not true. The bins remain and in fact, the County contacted the waste hauler (Intermountain Disposal c/o Mr. Ricky Ross) and has received assurances that the waste bins will remain until further actions are taken.

3) **Q...The County owns the property and is the owner of the mobilehome park.** A....This is not true. The owner of the mobilehome park and underlying property is Mr. Steve Griggs of Reno, Nevada. The County is responsible under law for administering a delinquent property tax sale that is limited to partial or full recovery of delinquent property taxes owed on the property. This does not equate to the County owning the property. It is private land and is owned by Mr. Griggs.

4) **Q...Can the occupants continue to pay rent and utilities and stay at the site.** A...The "Notice of Suspension" provides guidance on this matter and as contained in the letter, rent cannot continue to be charged nor collected as the State permit to operate which authorizes the payment of such rent has been suspended. See attachment #2.

It is expected that additional questions may arise and to the extent possible, we will attempt to provide clear and

factual answers but please keep in mind that we are in the process of conducting a detail analysis and report that will address most, if not all, possible questions and can be a tool for the Board of Supervisor members, City government, County staff, and the occupants to rely upon as needed. Answers to some questions may have to be deferred until the proper analysis and facts are determined.

1

Tim Beals

From: Tim Beals

Sent: Tuesday, January 12, 2016 5:27 PM

To: Jim Beard

Cc: Scott Schlefstein DigitalPath; Lee Adams JPS; Peter Huebner; Paul Roen AOL

Subject: Loyalton Mobilehome Park

Jim...per your request, I will be adding an agenda item to next Tuesday's Board of Supervisors meeting to have discussion on the Loyalton Mobilehome Park letter of suspension received from the State by the County on January 7, 2016. After we talked I inquired about waste disposal as you indicated that the bins had been removed or were in the process of being removed. I was informed by the waste contractor that the garbage bins had not been removed and were still in place on the property. You may want to confirm this situation as I have not confirmed this personally. However a call to Intermountain Disposal today provided me with clarification that the green waste bins, according to them, remain at the mobilehome park. They assured me that the bins would remain for the time being and are willing to work with us on this issue.

As I stated (but to expand a bit on what I said), at the Department Managers meeting yesterday, I indicated to those present that I would be preparing a full analysis of the situation and provide the Board of Supervisors with a document that will hopefully answer most, if not all questions and be a valuable resource for all to refer to as this matter unfolds. It will contain a park history, permit status, facts about the property (identification, zoning, general plan designations, value, proximity to City and County boundary lines, etc), current status regarding delinquent taxes and fees including tax sale information, the Health and Safety Code sections governing the State permit process, the current "suspension" letter and status of the mobilehome park, and the various options that may exist for the future of the property as a mobilehome park. It is a large undertaking but the status of the permit affecting the park as well as the concern for the occupants and future land use issues that may occur require such an undertaking. I will be asking the Auditor and Assessor for information; ask the County Counsel to review and provide written opinions on procedural issues over the regulatory and enforcement process; ask the Director of Health and Human Services for his access to various programs and assistance if needed; and any other information that is pertinent and their respective contributions to the report will be acknowledged. This will take some time and will not be ready by the Board meeting on Tuesday but effort is underway to complete its preparation as soon as possible.

So with this expanded discussion from today, let me know if you have questions or concerns. I will be prepared to respond to questions but understand that until the complete analysis is prepared, some answers to questions may have to be deferred.

Tim

2

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS

RECEIVED JAN 0 7 2015

NOTICE OF SUSPENSION

DO NOT REMOVE THIS NOTICE

December 31, 2015

Steven Griggs
C/O Trident Pacific Real Estate Group
425 30th Street, Suite 9
Newport Beach, CA 92663

Re: Notice of Suspension
Loyalton Mobile Home Park, LLC (46-0009-MP)

In accordance with California Health and Safety Code (HSC), Sections 18512, on October 22, 2015, you were notified by registered mail and by a posting in the park, that your permit to operate Loyalton Mobile Home Park, LLC would be suspended pursuant to HSC, Section 18517 unless the violation(s) for which you were previously cited were corrected in a timely manner or the Notice of Intent to Suspend was cancelled or modified by an appeal. The Notice of Intent to Suspend was not cancelled or modified by an appeal, and the cited violation(s) have not been corrected. All or some of these violation(s) initially were brought to your attention in a Notice of Violation(s) dated May 1, 2014, July 11, 2014, September 15, 2014, December 5, 2014, January 15, 2015, and April 9, 2015.

Effective today, December 31, 2015, the Annual Permit to Operate Loyalton Mobile Home Park, LLC is suspended indefinitely.

Subsections (c) and (d) of HSC section 18500 state you may not operate, occupy, rent, lease, sublease, demand or collect rent, or hire out for occupancy, any lot within the Mobilehome Park. Because the park no longer has a valid Permit to Operate, pursuant to HSC Sections 18214 and 18500, it is not legal for you to charge or accept rent for lots in the park, or for rental mobilehomes or recreational vehicles you may own that are in the park. During the suspension period, a Permit to Construct is still required for any construction or repair activity related to correction of the previously cited violations.

A copy of this letter and the suspension notice is being posted in a conspicuous place in the park. A copy of this letter has been forwarded to the Planning Department of Sierra County for zoning and land-use considerations since the park is no longer

legally operational. Informational copies will be furnished to the Sierra County District Attorney's Office, the State Franchise Tax Board and the Internal Revenue Service stating that Loyalton Mobile Home Park, LLC is no longer a legitimate business.

Under the provisions of the Mobilehome Residency Law and/or local ordinances, you may be liable to the residents and/or the County of Sierra for various fines and penalties, actual damages of the residents including relocation costs incurred by residents as a result of this action, as well as other judicial remedies resulting from your failure to comply with applicable laws.

If you have questions regarding the violations, please contact District Representative Glenn Gibbons at (530-624-5889), who can provide you with clarifications with regards to resolving the violations. For administrative issues of this case please feel free to call me at (916) 255-2501.

Sincerely,

Cassie Thomas

Cassie Thomas
Codes and Standards Administrator I

cc: DR II Glenn Gibbons
Steven Griggs – P.O. Box 606, Kings Beach, CA 96143
Steven Griggs – 343 Urban Road, Reno, NV 89509
Sierra County District Attorney
Sierra County Planning Department
File

3

Tim Beals

From: Tim Beals
Sent: Thursday, December 10, 2015 9:43 AM
To: Darden Bynum; Tim Standley; Elizabeth Morgan; Van Maddox; Brandon Pangman; Laura Marshall; Larry Allen; Jeffrey D. Bosworth
Cc: Jim Curtis; BOS
Subject: FW: Loyalton Mobilehome Park
Attachments: Loyalton MHP resident list.rtf

I accompanied the State inspector from the Department of Housing and Community Development on Wednesday, December 9 for a compliance inspection and determination whether or not a suspension of the park "permit to operate" will be issued by his department (HCD). We met for approximately 45 minutes after the inspection to discuss the ramifications of a suspension letter and to gain some insight into the experiences from other counties where a mobilehome park fails. The person I met with is the supervisor for all of the northern California HCD inspectors and he made it clear that the reason he was involved, rather than our assigned or regular inspector, is due to his expertise and need to be involved in the enforcement side of the State Mobilehome Parks Act (Title 25) and to guide proper procedures when a mobilehome park is in continued non-compliance...in other words he is the expert or "go to guy" in these situations for the State.

The attached list is a document maintained by the "self-appointed" mobilehome park manager Jim Rimmer and thought you may wish to peruse it. Many of the mobilehomes are shown to have an HCD lien and this means that title was transferred somewhere along the way (one party gave or sold the mobilehome to another) but the parties failed to follow through with transferring title and paying the required fees and annual fees. The fact that this condition occurred places the mobilehome in non-compliance and the State places a lien on the coach. Many of the coaches that are within this park will never be properly licensed as the cumulative value of the lien likely exceeds the value of the coach and there is little or no incentive to comply. This is a loss of revenues to the State and County in the end as these coaches become delinquent and stay delinquent. The only compliance action taken by HCD on these liens is based on complaints...if a mobilehome park occupant makes a complaint about a neighboring mobilehome park unit or against the park as a whole, HCD will not investigate and act on the matter until the lien (if one exists) attached to the complainant's mobilehome is brought current. Pretty ineffective in my opinion and in the case of the Loyalton Mobilehome Park, a failure on HCD's part.

Anyway, here is the situation. HCD will issue a suspension letter and it is expected to be issued this month. It will be prepared by the inspector I met with and sent through the chain of supervision at HCD before it is issued. I was assured that the letter would be issued as not only were all of the cumulative past deficiencies and violations not handled within the park but a large number of new violations were also noted during the inspection. It is clear that the State is done with this mobilehome park. The effect of the suspension letter is as follows. The State voids its permit to operate and at that point, it is prohibited that any further rent be charged of the remaining occupants. Those remaining must still be subject to paying their respective utility costs but rent for a space is no longer allowed....the permit to operate being suspended removes the definition of the property as a licensed or permitted mobilehome park under the law and prohibits the collection of any rent. The suspension returns the property entirely to local land use jurisdiction. This return to local jurisdiction means one thing...it then becomes a zoning violation within the County portion of the park (remember that a portion of the mobilehome park is within the city of Loyalton). I would expect that it is also a City violation but who knows what the city will do as they have no land use process of any significance. The City does have a substantial lien out against the property for back payments for water and sewer services to the park. It is not clear to me how the City could have allowed such a significant delinquency be built up as one would expect that the City's annual audit or a group of concerned local taxpayers would have been concerned over the significance of the loss which

unless paid, must be covered by the remaining City residents. It is my understanding that the City lien is nearly $200,000 but this has not been confirmed. The County Auditor may have more accurate information on the specific amount. Regardless, the suspension of the State permit impacts both the City and the County but the lion's share of involvement is a County issue as it is responsible or has jurisdiction for a majority of the property within the park.

The County has a substantial delinquency on this property taxes which includes solid waste assessments. Again the County Auditor can provide better and certainly more accurate information on the amounts but it is clear that the County is now in a position to continue conducting tax sales due to the delinquencies (over 5 years). The property had already been advertised for sale as a tax lien sale this past year and there were no interested parties. I believe the County Auditor will be planning a second sale effort in the spring of 2016. The delinquencies are substantial so we will also need to determine if there are alternatives to the current waste fee system that recovers some of those delinquencies as well as any current or future costs. It is important to note that the "suspension" issued by the State has potential to be redeemed by a new owner if that new owner wishes to continue a mobilehome park on the property. This redemption would be conditioned on full compliance with all deficiencies and violations as well as a new special use permit from the County. The State will not redeem or abandon any permit suspension of its permit to operate without local land use agency consent and authorization through its zoning and permitting processes and ordinances.

The issue now facing the County is upon receipt of the suspension letter from the State, the County immediately gets a de facto zoning, building, and environmental health violation that it must process. We will have numerous occupants that are living on the property without proper permits; the special use permit for the mobilehome park will be in non-compliance and will need to be revoked by the County due to the lack of a valid State permit to operate; continued health and building violations occurring; utilities likely not getting paid by all occupants with concurrent threats of disconnect from utilities to individual sites; lack of organized waste disposal system as the business side of the property has now been suspended; and, based on experiences that the State inspector has seen in other counties, we can expect increased law enforcement issues, possible increases in HHS services, and conditions on the property will be expected to continue to deteriorate. Another concern is that once word gets out that the business side of the property is gone and the annual permit to operate has been suspended, other travel trailer and mobilehome owners tend to migrate to these sites and we actually see an increase in illegal occupancy, unpermitted construction activity, and further code violations.

So, my point in communicating with all of you is based on my perception that we need to make contingency plans for the property and how the County will want to respond. I am concerned with the remaining occupants and their well-being; we have to assess enforcement options; and we need to fully understand and appreciate the significance of this action being taken by the State and the position that it places the County and to a lesser extent, the City. I have inquired of the State whether or not any "relocation assistance" is available to park occupants if they choose to move and have also asked if any assistance from the State is available to transition this situation and so far, I have not received any positive information. What are your thoughts about this impending situation and can we give this serious attention at the managers meeting scheduled for Monday, December 14 ?? Unless something occurs in the interim that we all do not expect, this situation deserves a high priority as a compliance and health issue but also out of concern for the existing occupants.

Thanks and sorry for the length of this email.

Tim Beals

4

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY EDMUND G. BROWN JR., Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
9342 Tech Center Drive, Suite 550
Sacramento, CA 95826
(916) 255-2501 FAX (916) 255-2508
From TDD Phones: 1800-735-2929
From Voice Phones: 1-800-735-2922

SG 11/05

October 22, 2015

NOTICE OF INTENT TO SUSPEND PERMIT TO OPERATE

Received
NOV 10 2015
Sierra County Planning & Building Departments

Steven Griggs
Loyalton Mobile Home Park, LLC
8581 N. Lake Blvd. Suite 2
Kings Beach, CA 96143

RE: Notice of Intent to Suspend Permit to Operate for
Loyalton Mobile Home Park, LLC
46-0009-MP

This letter is to inform you the Department of Housing and Community Development (HCD), pursuant to the provisions of Sections 18510 and 18511 of the California Health and Safety Code, will suspend the Permit to Operate the Loyalton Mobile Home Park, LLC thirty (30) days after the date of this notification unless the previously cited violation(s) are corrected. These violations were brought to your attention in one or more notices of violation dated December 30, 2013, May 1, 2014, and July 15, 2014, and a Final Compliance Order dated September 15, 2014. The following violation(s) remain uncorrected:

1. There is a fire safety hazard on the park lot. Make the necessary repairs to eliminate the hazardous fire safety condition. 25CCR1120. There is an accumulation of miscellaneous materials on the lot. Materials, including inoperative vehicles, car and truck parts, tires, appliances, building materials and recyclables, shall be removed from the lot.
   Location: Lot 1

2. There is a fire safety hazard within the park. Make the necessary repairs to eliminate the hazardous fire safety condition(s). 25CCR1120. There is an accumulation of miscellaneous materials in the roadways, common areas, occupied and unoccupied lots. Materials, including inoperative vehicles, car and truck parts, tires, appliances, building materials and recyclables, shall be removed from the lots.
   Location: Lot 4

3. There is a fire safety hazard within the park. Make the necessary repairs to eliminate the hazardous fire safety condition(s). 25CCR1120. There is an accumulation of miscellaneous materials in the roadways, common areas, occupied and unoccupied lots. Materials, including inoperative vehicles, car and

truck parts, tires, appliances, building materials and recyclables, shall be removed from the lots.
Location: Lot 6

4. A faulty weather protection condition exists which directly affects the unit. This condition violates minimum health and safety standards and requires correction. 25CCR1606(g), 1607(g). Siding separated, not painted, or has penetrations. Missing furnace doors or access doors.
Location: Lot 23

5. The stairway to the mobilehome or accessory structure does not have a handrail. Every stairway with four or more steps or more than 30 inches above grade shall be equipped with handrails and intermediate rails. Install the required handrail and intermediate rails on the stairway. 25CCR1504, California Building Code 509. Front exit.
Location: Lot 23

6. There is a fire safety hazard within the park. Make the necessary repairs to eliminate the hazardous fire safety condition(s). 25CCR1120. There is an accumulation of miscellaneous materials in the roadways, common areas, occupied and unoccupied lots. Materials, including inoperative vehicles, car and truck parts, tires, appliances, building materials and recyclables, shall be removed from the lots.
Location: Lot 23

7. There is a fire safety hazard within the park. Make the necessary repairs to eliminate the hazardous fire safety condition(s). 25CCR1120. There is an accumulation of miscellaneous materials in the roadways, common areas, occupied and unoccupied lots. Materials, including inoperative vehicles, car and truck parts, tires, appliances, building materials and recyclables, shall be removed from the lots.
Location: Lot 28

8. There is a mechanical hazard on the park lot. Make the necessary repairs to eliminate the mechanical hazard. 25CCR1102(a). The water heater is located in an unapproved enclosure which does not provide adequate protection from the weather elements, in violation of 25CCR1438, 1608(g). Water heater shall be installed in an approved enclosure for the mobilehome unit compartment.
Location: Lot 28

9. There is a fire safety hazard within the park. Make the necessary repairs to eliminate the hazardous fire safety condition(s). 25CCR1120. There is an accumulation of miscellaneous materials in the roadways, common areas, occupied and unoccupied lots. Materials, including inoperative vehicles, car and truck parts, tires, appliances, building materials and recyclables, shall be removed from the lots.
Location: Lot 36

10. LP-gas vessels are not secured to prevent accidental over turning. Provide an approved method to secure and support LP-gas containers and vessels (e.g. secured to the unit's hitch, a support post, or other approved means). 25CCR1208,1211.
Location: Lot 41

11. The stairway handrail is structurally unsound. Reconstruct the stairway handrail. 25CCR1608(b). Rear exit and guardrail.
Location: Lot 41

12. There is a fire safety hazard within the park. Make the necessary repairs to eliminate the hazardous fire safety condition(s). 25CCR1120. There is an accumulation of miscellaneous materials in the roadways, common areas, occupied and unoccupied lots. Materials, including inoperative vehicles, car and truck parts, tires, appliances, building materials and recyclables, shall be removed from the lots.
Location: Lot 41

13. There is a fire safety hazard within the park. Make the necessary repairs to eliminate the hazardous fire safety condition(s). 25CCR1120. There is an accumulation of miscellaneous materials in the roadways, common areas, occupied and unoccupied lots.. Materials, including inoperative vehicles, car and truck parts, tires, appliances, building materials and recyclables, shall be removed from the lots.
Location: Lot 45

14. Extension cord is being used to supply power to a source that requires a permanent wiring method. Remove the extension cord and rewire using an approved permanent wiring method. 25CCR1188(b).
Location: Lot 48

15. There is a fire safety hazard within the park. Make the necessary repairs to eliminate the hazardous fire safety condition(s). 25CCR1120. There is an accumulation of miscellaneous materials in the roadways, common areas, occupied and unoccupied lots. Materials, including inoperative vehicles, car and truck parts, tires, appliances, building materials and recyclables, shall be removed from the lots.
Location: Lot 48

Section 18513 of the California Health and Safety Code allows you to petition the enforcement agency for a hearing on this matter. If a hearing is desired, you must submit a written petition to the address above requesting the hearing and set forth a brief statement of the grounds in support of your petition within 10 days of the date of mailing of this notice. You will be notified of the hearing date no later than 15 working days after receipt of your request and within 15 working days from the date of that notice the hearing will commence.

You also should be aware, pursuant to the California Health and Safety Code Section 18500, if your Permit to Operate is suspended, it will be unlawful for you to operate the park, including demanding or collecting any rent or other monies from the residents in the park or charging any monies for the occupancy of the mobilehome park. The current residents will be notified, by posting in a conspicuous place within the park, that the park's Permit to Operate has been suspended, and that the park operator is not legally permitted to collect rent. Additionally, the Department will not issue any further installation permits, restricting further occupancy until such time as the park is brought into compliance However; a permit to construct from the enforcement agency still is required for any construction or repair activity related to correction of the previously-cited violations.

Be advised, this is the last and only notice you will receive from this office prior to suspension of your Permit to Operate. If the Permit to Operate is suspended, the appropriate officials in Sierra County will be notified, and your land use and/or use permit status to operate as a mobilehome park also may be invalidated. Informational copies will also be furnished to the Franchise Tax Board and the Internal Revenue Service stating that Loyalton Mobile Home Park, LLC no longer is operating as a legitimate business.

If you have any questions regarding the violations, contact Glenn Gibbons by voicemail at (530) 624-5889. If you have any questions about this proposed suspension or other administrative issues of this case contact me through this office at (916) 255-2501.

Cassie Thomas

Cassie Thomas
Codes and Standards Administrator I

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

cc: DR-II Glenn Gibbons
Steven Griggs – P.O. Box 606, Kings Beach, CA 96143
Steven Griggs – 343 Urban Road, Reno, NV 89509
Sierra County Planning Department
File

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

MEETING DATE: July 5, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Discussion and direction to staff on subdivision and zoning proposals before Reno City Council at Long Valley entitled Traintown Project (441 acres and 1300 new lots) and Heinz Ranch project (proposing 3800 new lots).

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

BACKGROUND INFORMATION:

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

Agenda Item-Reno, Nevada Land Use Projects in Long Valley

I have been advised by Long Valley residents that a series of decisions are beginning to be scheduled before the city council of Reno, Nevada to begin the approvals of several large residential subdivisions that will be located directly on the border between California and Nevada at Long Valley.

A meeting occurred on Tuesday evening in Long Valley and involved the project proponent who outlined the "Traintown" development which proposes a rezoning and subdivision of 441 acres into 1300 new lots. There has been no notice to Sierra County and when Reno Planning staff were questioned of this by one of the Long Valley residents the response was "we are under no obligation to notify the adjacent County".

This project is one of many being proposed for the Long Valley corridor and others cumulatively will propose creation of thousands of residential parcels and some commercial development. Access issues, traffic and circulation, land use impacts, law enforcement, and a host of direct and cumulative issues are easy to identify with this density in the location being proposed. At minimum, a meeting between County officials and Reno officials is needed to lay out the expectations and issues from the respective local governments.

I recently attended a public workshop at Boomtown in May on a Saturday hosted by the Ward 5 Reno Councilmember and while some of the future expectations were outlined, noting was referenced about this project nor any immediate entitlements that were being sought so I suspect that we are going to be received with some resistance for a meeting or in requests for any delays in processing. I am told that the Traintown project is on the upcoming Reno Council meeting agenda but the agenda as of this date is not available.

Recommendation: Discuss the matter and authorize a letter requesting delays in processing until such time as Sierra County and Reno Officials meet and discuss the issues with this and other like projects along the border in Long Valley and in Verdi.

EWS IN THE SIERRA

ountain Messenger

California

SIERRA COUNTY PLANNING DEPT
06/01/17
PO BOX 530
DOWNIEVILLE CA 95936-0530

NIEVILLE, SIERRA COUNTY, CALIFORNIA ESTABLISHED 1853 SINGLE COPY 50¢ tax included

e, Melissa Kinneer shovels paper-se of management. Not pictured is on night. In Loyalton, Pat Whitley appointed, but not surprised, that hey'd only let people vote once.

And You Worried Over Disney?

LONG VALLEY–In the late 1970s, as Disney considered building a resort at Independence Lake, passionate hopes and fears invaded Sierra County like invasive species.

Facing then-Governor Moonbeam's displeasure, Disney took its money and invested in theme parks overseas. To this date, there are still those who actually believe tiny Sierra County put the kibosh to Disney's plan.

Opponents breathed a huge sigh of relief, keeping those sue-happy, land grabbing flatland foreigners out of our area.

Proponents grumble their acquired-on-the-cheap land remains unsold, undeveloped, and a retirement to island paradises remains impossible. The economic ripple effect didn't wash onto our shores.

Disney was nothing: an island of money on the same tectonic plate as Truckee. Still, there would be some neighborly crumbs.

Here comes Nevada, whose crumbs will not be spilled on our floor.

A related story on this page illustrates the mere beginning of the effects Reno's anticipated development will have on Sierra County.

Near Verdi, along the Truckee River, Reno has incorporated land previously used for ranching and wildlife. One development was plopped square on a migratory deer trail; deer properly shot and eaten by Californians. More developments are on their way, pushing hard against Sierra County.

Tech industries, such as Tesla and Apple are resettling into the Reno area. Amazon is not far away, contributing to the expected population increase of 50,000 in a very little time.

Over 5,000 new homes are planned for the Verdi area.

Near Bordertown, the Evans Ranch has a planned build-out of 5,500 homes. Another development above the bug station projects 7,000 more residential units.

Nevada's tax structure means the infrastructure to maintain such development will be sketchy at best. Washoe County's schools are already stretched, meaning our agreement with Nevada to educate Verdi, California students may come a cropper. We don't know where the necessary water will come from.

There will certainly be some covetous eyes cast across the state line at California. If nothing else, their bodies, trash and RV trails are likely to be deposited in Long Valley.

While our self-appointed saviors worry about "rural sprawl" in Plumas County, urban sprawl is slouching toward our other borders.

Anybody have a plan to build a wall and get Washoe County to pay for it?

Final

Three race, exciting 71 per cent of those voters. Beard's district was the sleepiest, with 63 per cent of registered voters participating.

The final tally numbers are slightly inflated from those published last week, but barely enough to excite even the most fervent political junkies.

Despite all the hoop-la of the latest election, the sun continues to rise in the east and set in the west.

Supes Look to Pacify the Insurance Companies

DOWNIEVILLE–At their last meeting, June 7 in Downieville, the supes were successfully dragged into territory they usually avoid. The County is not in the fire protection nor firefighting business. Those chores are done by special districts

state has pretty much abolished volunteer departments.

Verdi, California and Verdi, Nevada volunteers used to cover both sides of the line. As Nevada has professionalized its firefighters, the California side of that settlement is technically unpro-

power grab. Tax money is involved. Personalities get involved. Alas.

The supes are not the body to make this decision. The local agency formation commission (LAFCO) is charged with such duties, but the supes' have more

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

MEETING DATE: July 5, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Lee Adams, District One
PHONE NUMBER: 289-3506 hangman@sierracounty.ws

AGENDA ITEM: Discussion/action regarding letter of support for USDA grant application of the Pike City Volunteer Fire Department.

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

BACKGROUND INFORMATION: See attached letter.

FUNDING SOURCE: **GENERAL FUND IMPACT:** No Additional 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

5 July 2016

Michael A. Velez, California State Director
United State Department of Agriculture
Rural Development
430 G Street, Suite 4169
Davis, CA 95616-4169

Subject: Pike City Volunteer Fire Department grant application

Dear Mr. Velez:

This letter is to support the application of the Pike City Volunteer Fire Department for a grant funding to install a fire escape and handicap ramp at their local fire station.

In addition to housing fire trucks of the agency, this two story building also serves the community as a community hall as a venue for a wide assortment of public meetings.

Sierra County has a permanent population of 3200 persons so this application is clearly within the demographics of your grant/loan program.

While the Pike City Volunteer Fire Department operates under the jurisdiction of the Pliocene Ridge Community Services District, a special public district under California law, any consideration given to this application would be greatly appreciated.

Sincerely,

SIERRA COUNTY
BOARD OF SUPERVISORS

by:
LEE ADAMS
Chair

Lee Adams	**Peter W. Huebner**	**Paul Roen**	**Jim Beard**	**Scott A. Schlefstein**
District No. 1	District No. 2	District No. 3	District No. 4	District No. 5
P.O. Box 1	P.O. Box 349	P.O. Box 43	P.O. Box 1140	P.O. Box 192
Downieville, CA 95936	Sierra City, CA 96125	Calpine, CA 96124	Loyalton, CA 96118	Loyalton, CA 96118

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 5, 2016	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Second reading and adoption of an ordinance repealing Sierra County Ordinance No. 1071.

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

BACKGROUND INFORMATION: The Board waived the first reading of the ordinance on June 21, 2016; this is the required second reading and adoption.

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.

Repealing Ordinance 1071
Pertaining to the Cultivation of Marijuana

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

Ordinance Section One:

Sierra County Ordinance 1071, which was suspended prior to taking effect pursuant to Elections Code section 9144, is hereby repealed in its entirety. All prior ordinance modified or repealed by Ordinance 1071 shall continue in their original form.

Ordinance Section Two:

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

Introduced at a regular meeting of the Board of Supervisors held on the 21st day of June, 2016, and passed and adopted by the Board of Supervisors of the County of Sierra, State of California, on the 5th day of July, 2016, by the following roll call vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 5, 2016	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Resolution denying Joseph Arata's solid waste appeal of June 7, 2016, APN 009-142-001-0.

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

BACKGROUND INFORMATION: On June 7, 2016 following a solid waste appeal hearing held for Joseph Arata, APN 009-142-001-0 the Board made a motion of intent to deny Mr. Arata's appeal.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA

Resolution No._____

Resolution Denying Arata Solid Waste Appeal
June 7, 2016

At the Board of Supervisors meeting on June 7, 2016, the Board conducted a hearing on the appeal filed by Joseph Arata regarding the imposition of the solid waste fees pertaining to the property identified as APN 009-142-001-0. At the conclusion of the hearing the Board made a motion of intent to deny the appeal and instructed County Counsel to prepare a resolution with proposed findings. In consideration of the testimony of the parties, the Board makes the following findings and determinations:

1. The subject appeal follows appeals by Mr. Arata over the last several years, seeking to set aside the imposition of a solid waste disposal fee for the above referenced property. Mr. Arata stated that he only uses the structure on the subject property for storage and it has not otherwise been occupied. Mr. Arata related he uses the structure for storage as the adjoining property (and cabin) that he also owns. Mr. Arata asserts that due to his use of the property for storage of his personal items that it is inappropriate to characterize the property as residential.

2. Laura Marshall, the County Solid Waste Fee Administrator, testified that the structure is classified as residential structure/property. Ms. Marshall introduced 8 exhibits which include pertinent portions of the County's ordinance regarding residential zoning – applicable to the subject property – and the basis for imposing solid waste fees based on the volume of solid waste that on average is collected from residential properties within the county. Exhibit 7 reflect the discussions from past County Solid Waste Fee Administrators regarding the classification of the property as residential and the opportunity to avoid the fee by converting the property to storage by removing fixtures and other features of the property that allow for residential use and occupancy. Exhibit 8 also reflects the method of establishing the average volume of solid waste from residential properties.

3. Mr. Arata has testified that he has offered the property for sale as a residence. Although he stated that he had not listed the property with any real estate publication or listing service, he affirmatively indicated that he had posted a "for sale" sign and had been seeking to sell the property. Ms. Marshall noted that if the property was sold a new occupant could move in and begin generating waste immediately.

4. Based on the statements of the parties and the information in the record, the Board finds that there is a single family residence existing on the subject property. The property is capable of and subject to being occupied as a residence. The election of the property owner to not rent or otherwise use the property is at the discretion of the property owner. In addition, given Mr. Arata's statements that he was intending to sell the property as a residential structure, it is reasonable to presume that it is necessary for residential use of the property that the property be able to use the County solid waste disposal system.

5. The Board further finds that the solid waste system is immediately available to the property within the meaning of Sierra County Code section 8.05.010(b) and applicable published case law.

6. The record in this appeal reflects that there is a single-family residential structure existing on the subject property that is capable of being used and is legally entitled under the County Code to be used for human occupancy, which occupancy would customarily and reasonably be expected to generate solid waste to be disposed of through the County solid waste system. Consistent with the Court's analysis in *Paland v. Brooktrails Township Community Services District Board of Directors*, 176 CAL App. 4th 158.), the property owner's decision to not use the solid waste system does not negate the legal basis for imposing the fee.

NOW THEREFORE BE IT HEREBY RESOLVED BY THE SIERRA COUNTY BOARD OF SUPERVISORS, that the Board hereby adopts the findings set out herein, reaffirms its motion of intent and hereby denies the solid waste fee appeal pertaining to the above referenced property.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Lee Adams
Chairman, Board of Supervisors

Attest:

_____
Heather Foster
Clerk of the Board

Approved as to Form:

_____
David Prentice
County Counsel

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 5, 2016	☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Adoption of Resolution approving an amendment of agreement between the California Department of Public Health and Sierra County for the Women, Infants, and Children Program, (WIC), and authorizing Darden Bynum, Director to sign documents related to this amendment.

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

BACKGROUND INFORMATION: The purpose of this amendment is to increase funding and certain text additions and strikes.

FUNDING SOURCE: 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5630
AMOUNT: $9,180.00 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 NO. _____

IN THE MATTER OF
AUTHORIZING DIRECTOR OF HEALTH AND HUMAN SERVICES
TO SIGN AMENDMENT A01 OF THE CDPH AGREEMENT NO. 15-10116,
WOMEN, INFANTS, AND CHILDREN (WIC)
NUTRITIONAL PROGRAM

WHEREAS, the Sierra County Board of Supervisors approves the California Department of Public Health (CDPH) Amendment A01 to Agreement No. 15-10116 for services to operate the Women, Infants, and Children (WIC) Nutrition Program.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors authorizes Darden Bynum, the Director of Sierra County Human Services, or his designee, to sign the Standard Agreement and all invoices to secure funds.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 5th day of July, 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:

_____

DAVID PRENTICE
County Counsel

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD 213A (Rev 6/03)

☒ Check here if additional pages are added: 6 Page(s)

Agreement Number	Amendment Number
15-10116	A01
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name — Also known as CDPH or the State

California Department of Public Health

Contractor's Name — (Also referred to as Contractor)

County of Sierra

2. The term of this Agreement is: October 1, 2015 through September 30, 2019

3. The maximum amount of this Agreement after this amendment is: **$** 621,176 Six Hundred Twenty One Thousand One Hundred Seventy Six 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. **Purpose of amendment:** The purpose of this amendment is to amend all 84 WIC subvention contracts to increase funding based on the Consumer Price Index. A two 2% percent increase is being applied to portions of the funding formula used by the CDPH WIC Division to calculate each agency's funding totals this allows the contractor to perform more of the same services. The increase will start in Year Two of the contract and will be continued in Years Three and Four.

II. 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, Director of Sierra County Health & Human Services		
Address		
202 Front Street, Loyalton, CA 96118		
STATE OF CALIFORNIA		
Agency Name		
California Department of Public Health		
By *(Authorized Signature)*	Date Signed *(Do not type)*	
✍		
Printed Name and Title of Person Signing		☐ Exempt per:
Yolanda Murillo, Chief, Contracts Management Unit		
Address		
1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

III. **Exhibit A, Scope of Work, revised as follows:**

Provisions 2 Definitions, K and FF through LL as follows:

2. Definitions

K. **Facility Sites** - A site that is used by the Contractor to administer the WIC Program. Types of facility sites include WIC Clinic Sites, ~~(including fixed and satellite sites)~~, Administrative Sites, Training Centers, Warehouses and Storage Areas.

FF. **WIC Clinic Sites -** A site that is solely designated for WIC services. ~~This includes fixed clinic sites and satellite clinic sites.~~

~~GG. **WIC Clinic Sites (Fixed)** - A site that is solely designated for WIC services (e.g., a room or suite of rooms in a health center or business mall).\~~

~~HH. **WIC Clinic Sites (Satellite)** - A site that is not designated solely for WIC services, such as a community center, church, or library. Staff must set up and take down equipment (e.g., laptops and printers).~~

~~II.~~**GG.** **WIC Director** - The Contractor's manager who is responsible for day-to-day WIC Programs operations.

~~JJ.~~**HH.** **WIC Program** means the Special Supplemental Nutrition Program for Women,Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA) for healthcare and nutrition of low-income pregnant women, breastfeeding women, and infants and children under the age of five.

~~KK~~ **II.** **WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.

~~LL~~ **JJ.** **WPPM** means the WIC Policy and Procedure Manual.

Provision 4.B. Services Hours:

4. Service Hours

B. When business hours of operation change for WIC clinic sites as listed on Exhibit B, Attachment III, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 days in advance. The Contract Manager will ensure that the WIC clinic site listing is updated. ~~and the changes are reflected on the CDPH/WIC Division website.~~

Provision 6.A.8), and 19)c)

6. Contractor Responsibilities

A. Administrative Contract Requirements

8) Travel

The Contractor's staff shall be allowed to travel to attend trainings and conferences; attend committee meetings; provide services at ~~remote~~ WIC clinic sites; and provide community outreach activities.

19) Motor Vehicles and Vehicle Maintenance

c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Paragraph ~~3~~**4**.B.

Provision 6.A.24) has been added as follows:

A. Administrative Contract Requirements

24) Release of Contractor's WIC Administrative data for inclusion in a third-party data reporting system (only applies to WIC Local Agencies that elect to use a third-party data reporting system).

a) If the Contractor elects to use a third-party data reporting system, the Contractor must:

i) Use a data reporting system that has been pre-approved by CDPH/WIC where CDPH/WIC has entered into a Data Use Agreement with said third-party vendor (to date the only data reporting system that has been approved by CDPH/WIC is the Raptor system maintained by the Public Health Foundation Enterprises, Inc., however CDPH/WIC is open to other possible data reporting systems);

ii) Using the sample agreement template provided by CDPH/WIC Exhibit A, Attachment II), enter into a signed agreement between the Contractor and the CDPH/WIC-approved third-party vendor outlining responsibilities, indemnification, and data access and confidentiality measures. Any changes to CDPH/WIC's sample agreement must be approved in advance, in writing by CDPH/WIC;

iii) Provide CDPH/WIC with a signed copy of the above referenced agreement between the Contractor and third-party vendor, including beginning and end dates;

iv) Send an official letter (on Agency letterhead) to its CDPH/WIC Contract Manager requesting that CDPH/WIC release the Contractor's Standard Local Agency Dataset (SLAD) on a monthly basis to the third-party vendor for inclusion in its data reporting system; and

v) To stop CDPH/WIC from sending the Contractor's SLAD to the third-party vendor outside of the agreement's term dates, Contractor must send an official letter to its CDPH/WIC Contract Manager specifying a stop date.

IV. Exhibit A, Attachment I, Local Agency Specific Services, Services to be Performed, revised as follows:

Task 2: Nutrition Education:

Activities to Support the Objective

Function 4: Utilize CDPH/WIC Division materials, both printed and online, to ensure that consistent nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, ~~5~~ **6**.A.6).

Task 5: Outreach:

Deliverables

B. Conduct and document the approved annual Public Outreach Announcement. Refer to Exhibit A, ~~5~~ **6** .A.6).

Task 6: WIC Vender Technical Assistance and Support:

Activities to Support the Objective

Function 1: Coordinate and conduct**, with the Contractor's Training Coordinator,** annual in-service training to WIC local agency staff on Code of Conduct, which includes Conflict of Interest and Confidentiality.

Function 2: Conduct and document quarterly ~~Technical Assistance (TA)~~ **site** visits, serving as a resource to existing WIC authorized vendors **(vendor)** both during the ~~TA~~ **site** visit and upon request in between ~~onsite~~ visits. **The site visits may include, but are not limited to, technical assistance (TA) visits.**

~~Function 5: Participate in and document vendor-related projects on an as needed basis.~~

Deliverables

A. **Assist the Contractor's Training Coordinator to** ~~E~~**e**nsure that the Code of Conduct training is delivered to the Contractor's local agency staff at least once per calendar year.

C. Meet a minimum 90 percent performance standard of ~~TA~~ **vendor onsite** visits completed for each assigned vendor for each quarter of a Federal Fiscal Year, which begins October 1.

D. Document results of every ~~TA~~ **WIC authorized vendor site** visit using the CDPH/WIC Division LVL reporting forms and submit to the CDPH/WIC Division.

~~G. Document results of vendor related project outcomes and submit to the CDPH/WIC Division as required.~~

~~H.~~**G.** Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.

~~I.~~ **H.** Include LVL activities in the Semi-annual Report.

Task 7: Farmers' Market Nutrition Program: (N/A Not Applicable – Not part of this contract, content intentionally omitted)

Activities to Support the Objective

Function 5: Provide guidance and technical assistance **as needed** to farmers and market managers on program requirements.

Task 9: Regional Breastfeeding Liaison Program – (N/A Not Applicable - Not part of this contract, Content intentionally omitted)

Objective: The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotion **as defined by the agency's RBL Plan of Action**. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community.

Activities to Support the Objective

Function 1: The RBL will serve as a breastfeeding subject matter expert and WIC liaison to promote WIC Program services and resources within their community or region by establishing/fostering relationships with community stakeholders who reach WIC-eligible participants and enhance continuity of care**.** (e.g., **community-based organizations, public health departments, health clinics, hospitals, businesses,** MCAH/Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, ~~community-based organizations, public health departments, health clinics, hospitals, businesses,~~ etc.).

Function 2: The RBL will work with health care providers to improve their understanding of **breastfeeding and** WIC's role as a breastfeeding resource and to increase referrals.

Deliverables

A. Contractor shall develop an RBL Plan of Action **using the CDPH/WIC Division's RBL Plan of Action template**.

E. RBL shall participate in meetings, **webinars,** ~~conferences, webinars~~ and conference calls ~~as requested~~ **required** by the CDPH/WIC Division. **As funding allows, also attend approved conferences, for e.g., the California Breastfeeding Summit and California WIC Association (CWA) conferences.**

V. Exhibit A, Attachment IV, Template Service Agreement for Third Party Entity's Data Reporting System (Sample Agreement), is hereby augmented into this agreement.

VI. Exhibit B - Budget Detail and Payment Provisions, revised as follows:

Provision 1.B. and E.

1. Invoice and Payment

B. Contractor shall submit one (1) original invoice, in arrears, not more frequently than monthly, unless an alternative period has been approved in writing, in advance, by the CDPH/WIC Division. Each monthly invoice shall include the Contractor's Agreement Number and shall be submitted for payment no more than forty-five (45) calendar days following the close of each billing period. Invoices are to be submitted to:

California Department of Public Health
WIC Division
Attention: Local Operations Section, **Contract Manager**
3901 Lennane Drive
Sacramento, CA 95834

E. The invoice shall be signed by the Contractor's invoice preparer ~~WIC Director~~ and the Agency Director (or designee). If a designee signs an invoice for the Agency Director, a letter signed by the Agency Director shall be on file to identify and authorize the designee. The designee shall not be the preparer of the invoice.

Provision 4.A. Amounts Payable revised as follows:

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

1) $152,999 for the budget period of 10/1/2015 through 9/30/2016.

2) ~~$152,999~~ **$156,059** for the budget period of 10/1/2016 through 9/30/2017.

3) ~~$152,999~~ **$156,059** for the budget period of 10/1/2017 through 9/30/2018.

4) ~~$152,999~~ **$156,059** for the budget period of 10/1/2018 through 9/30/2019.

XII. Exhibit B, Attachment I and II, Budgets have been revised in its entirety as attached.

XIII. Exhibit B, Attachment IV, Invoice Sample has been revised in its entirely as attached.

Exhibit A, Attachment IV
Template Service Agreement for Third Party Entity's Data Reporting System

Template
Service Agreement for Third Party Entity's Data Reporting System

Between
Third Party Entity
And
California WIC Local Agency

This Fee for Service Agreement (this "Agreement") is made and entered into as of *date* by and between Third Party Entity and California WIC Local Agency, the party identified under Section I as the "Customer" for the purpose of this Agreement.

IDENTITY OF CUSTOMER:

Legal Name: _____

DBA of Customer: _____

Address: _____

City/State/Zip: _____

Business Telephone: _____

Email of Customer: _____

Name of Customer Contact: _____

Phone Number of Customer Contact: _____

IDENTITY OF THIRD PARTY ENTITY:

Legal Name: _____

DBA: _____

Address: _____

City/State/Zip: _____

Business Telephone: _____

Data Reporting System Name: _____

Project Director Name: _____

Exhibit A, Attachment IV
Template Service Agreement for Third Party Entity's Data Reporting System

Project Director Phone #: _____

Project Director Email Address: _____

Contract Manager Name: _____

Contract Manager Email Address: _____

I. Term and Termination

Term: The term of this Agreement shall begin after signed by both parties and it shall remain in effect for four (4) years.
Termination without Cause: Either party may terminate this Agreement at any time and for any reason with at least thirty (30) calendar days prior written notice to the other party.
Termination for Cause: With reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

i. A material violation or breach of this Agreement by the other party which is not cured within 15 calendar days after written notice from the terminating party.

II. Scope of Work

The above Customer gives permission to Third Party Entity to download and access their Standard Local Agency Dataset (SLAD) on a monthly basis from the California Department of Public Health's data system. Third Party Entity System Administrators will have access to the Customer's WIC data contained in the SLAD files, and said files will reside at Third Party Entity for the purpose of this project.

Customer's SLAD data, containing WIC participant identifiable information, will not be shared with any entity outside of this Customer without written permission.

Third Party Entity will use the SLAD files to generate a standard set of caseload reports for this Customer and will provide the Customer access to those reports on a secure website.

This Customer will only have access to detailed reports on its own participant data. Some reports may contain aggregated data from other California Local WIC Agencies also using the Third Party Entity's Data Reporting System for comparison of overall statistics. Individual California Local WIC Agencies are not identified in these aggregated data reports, and the Third Party Entity's Data Reporting System will only display aggregated data from other California Local WIC agencies for comparison purposes if the Third Party Entity's Data Reporting System includes 10 or more California Local WIC Agencies.

The following services will be provided by the Third Party Entity:

1. Third Party Entity will host and provide support (including backup, recovery and periodic software updates) for the Third Party Entity's Data Reporting System.
2. Third Party Entity will add all new users to the system as User Security Affidavits

Exhibit A, Attachment IV
Template Service Agreement for Third Party
Entity's Data Reporting System

(USA) are received from this Customer.

III. Cost

Third Party Entity will invoice the Customer on an annual basis, and payment will be due from the Customer upon receipt of invoice for services.

Formula used to determine cost per year: _____

The total cost for this Customer for a full year will be: $_____

IV. Indemnification

Each party shall indemnify, defend and hold harmless the other party and its officers, directors, trustees, and employees from and against any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including reasonable attorneys' fees, arising out of or incident to the negligent or intentional acts or omissions of the Indemnifying Party, its officers, directors or employees in connection with this Agreement.

V. Insurance

Third Party Entity shall obtain and maintain on file in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

1. Workers' Compensation insurance.
    a. E.L. Each Accident $1,000,000
    b. E.L. Disease EA Employee $1,000,000
    c. E.L. Disease Policy Limit $1,000,000.

2. Liability insurance. Third Party Entity shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and with an A.M. Best rating of A:VII or better, or equivalent self-insurance.

3. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Third Party Entity or any officer, agent, or employee of Third Party Entity under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

4. Professional Liability/Errors and Omissions. Third Party Entity shall provide professional liability or errors and omissions insurance for all activities of Third Party

Entity arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

5. Comprehensive Automobile Liability Insurance. If Third Party Entity's obligations under this Agreement shall involve the operation of owned, hired, leased and/or non-owned vehicles, Third Party Entity shall provide comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Third Party Entity's business of not less than THREE HUNDRED THOUSAND DOLLARS ($300,000) combined single limit per occurrence.

VI. Confidentiality

1. Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by Third Party Entity which relates to the Customer's past, present, and future activities, as well as activities under this Agreement. Third Party Entity shall hold all such information as Third Party Entity may receive or create, if any, in trust and confidence, except with the prior written approval of the Customer, as expressed through the identified contact for this Agreement. Upon cancellation or expiration of this Agreement, to the extent permitted by law, Third Party Entity shall delete all online data which contains any such confidential information, except that Third Party Entity may retain for its files a copy of Third Party Entity's work product if such product has been made available to the public by the customer.

2. Protection of Personally Identifiable Information and Protected Health Information.
   a. This software system does not contain any Protected Health Information (PHI) and is therefore not constrained by HIPAA regulations.
   b. This software system does contain information managed by The California Department of Public Health, The Special Supplemental Nutrition Program for Women, Infants and Children (CDPH/WIC) and all data shall be managed and kept confidential according to the rules governing CDPH/WIC.
   c. Third Party Entity shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of the Customer's information; these standards, will, at a minimum, conform to CDPH's standards as outlined in its *Information Privacy and Security Requirements (For Non-HIPAA/HITECH Act Contracts)*. This document is the standard Exhibit G included in the October 2015 – September 2019 contracts between CDPH/WIC and each WIC Local Agency.
   d. Third Party Entity agrees to notify the Customer immediately of any unauthorized access to or disclosure of WIC information that it becomes aware of.
   e. Third Party Entity will be responsible for all costs associated with Third Party Entity's breach of the security and the privacy of the Customer's WIC information, or its unauthorized access to or disclosure, including, but not limited to, mitigation of the breach, cost to the Customer of any monetary

sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations.

VII. Notices

Notices shall be delivered in person, via email or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by email/mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

Customer	**Third Party Entity**
Name: _____	Name: _____
Attn: _____	Attn: _____
Address: _____	Address: _____
Email: _____	Email: _____

VIII. Venue

This Agreement is entered into in Third Party Entity's County, California. This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. Such laws shall apply in all respects, including statutes of limitation, to any disputes or controversies arising out of or pertaining to this Agreement. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Third Party Entity's County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Third Party Entity's County, California and waives any defense of forum non conveniens.

IX. Access to Records/Retention

The Customer, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of Third Party Entity which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, Third Party Entity shall maintain all required Agreement related records for at least seven (7) years after the Customer makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

WIC data contained in the system shall be retained for one (1) year after the termination of the

Exhibit A, Attachment IV
Template Service Agreement for Third Party
Entity's Data Reporting System

Agreement unless otherwise requested by the Customer.

X. Administration

The below signed parties certify that they have read and understood the nature and scope of this Agreement and support it in its entirety. The individual signing this Agreement on behalf of an entity represents and warrants that he/she has authority to bind such entity to this Agreement.

Third Party Entity:

_____ _____
Individual's Name Date

_____
Printed Name

_____
Title

Customer:

_____ _____
Individual's Name Date

_____
Printed Name

_____
Title

Exhibit B, Attachment II A1
Detail Worksheet

							Year 1					Year 2					Year 3					Year 4							
							10/1/2015 - 9/30/2016					10/1/2016 - 9/30/2017					10/1/2017 - 9/30/2018					10/1/2018 - 9/30/2019							
Personnel **Position Title**	**Exhibit A SOW 6.A**	**Exhibit A Attach I**	**Current Base Annual Salary Minimum**	**Current Base Annual Salary Minimum Amend A-01**	**Current Base Annual Salary Maximum**	**Current Base Annual Salary Maximum Amend A-01**	**FTE**	**FTE Amend A-01**	**Budget**	**Budget Adj.**	**Budget Amend A-01**	**FTE**	**FTE Amend A-01**	**Budget**	**Budget Adj.**	**Budget Amend A-01**	**FTE**	**FTE Amend A-01**	**Budget**	**Budget Adj.**	**Budget Amend A-01**	**FTE**	**FTE Amend A-01**	**Budget**	**Budget Adj.**	**Budget Amend A-01**	**Totals**	**Totals Adj.**	**Totals Amend A-01**
HEALTH AND HUMAN SERVICES DIRECTOR ②	22	0	109,509		109,509		0.02		1,985		1,985	0.02		1,985		1,985	0.02		1,985		1,985	0.02		2,085		2,085	8,040	-	8,040
WIC COORDINATOR ②	1-3, 6-22	1-6	44,092		53,594		0.96		43,065		43,065	0.96		45,219		45,219	0.96		47,480		47,480	0.96		49,854		49,854	185,618	-	185,618
INTERDEPARTMENTAL FISCAL OFFICER ②	17	0	48,951		59,500		0.03		1,893		1,893	0.03		1,988		1,988	0.03		2,187		2,187	0.03		2,297		2,297	8,365	-	8,365
ACCOUNT TECHNICIAN II ②	5, 10, 12-13	0	30,184		36,689		0.04		1,449		1,449	0.04		1,522		1,522	0.04		1,522		1,522	0.04		1,599		1,599	6,092	-	6,092
HEALTH ASSISTANT ②	6,12	0	36,547		44,423		0.05		1,873		1,873	0.05		1,967		1,967	0.05		2,066		2,066	0.05		2,170		2,170	8,076	-	8,076
CONTRACT ANALYST ②	4, 12	0	44,092		53,594		0.04		2,107		2,107	0.04		2,213		2,213	0.04		2,324		2,324	0.04		2,441		2,441	9,085	-	9,085
Overtime ③									-		-			-		-			-		-			-		-	-	-	-
Total Salaries and Wages									**52,372**	**-**	**52,372**			**54,894**	**-**	**54,894**			**57,564**	**-**	**57,564**			**60,446**	**-**	**60,446**	**225,276**	**-**	**225,276**
Fringe Benefits ④							**Percent**		**Budget**	**Percent Amend A-01**	**Budget Amend A-01**	**Percent**		**Budget**	**Percent Amend A-01**	**Budget Amend A-01**	**Percent**		**Budget**	**Percent Amend A-01**	**Budget Amend A-01**	**Percent**		**Budget**	**Percent Amend A-01**	**Budget Amend A-01**		**Budget Adj.**	**Budget Amend A-01**
							57.39%		30,056		30,056	57.39%		31,503		31,503	57.39%		33,035		33,035	57.39%		34,689		34,689	**129,283**	-	129,283
Total Personnel									**82,428**		**82,428**			**86,397**		**86,397**			**90,599**		**90,599**			**95,135**		**95,135**	**354,559**	**-**	**354,559**
Operating Expenses	**Exhibit A SOW**	**Exhibit A Attach I**							**Budget**	**Budget Adj.**	**Budget Amend A-01**			**Budget**	**Budget Adj.**	**Budget Amend A-01**			**Budget**	**Budget Adj.**	**Budget Amend A-01**			**Budget**	**Budget Adj.**	**Budget Amend A-01**		**Budget Adj.**	**Budget Amend A-01**
Minor Equipment ⑤	17, 18	1-9							2,000		2,000			1,000	1,000	2,000			1,000	500	1,500			500	1,000	1,500	4,500	2,500	7,000
General Office Expenses	EXA1.C, 17, 18	1-9							13,032		13,032			10,695		10,695			5,727	2,260	7,987			1,633	2,360	3,993	31,087	4,620	35,707
Training	7	1-9							2,500		2,500			1,500	500	2,000			1,500	(500)	1,000			1,500	(500)	1,000	7,000	(500)	6,500
Travel	8								1,500		1,500			1,000	500	1,500			1,000	500	1,500			1,000		1,000	4,500	1,000	5,500
Professional Certifications	4, 5								300		300			300	100	400			300	100	400			300		300	1,200	200	1,400
Outreach		5							1,500		1,500			1,500		1,500			1,000		1,000			500		500	4,500	-	4,500
Media/Promotion		5							1,000		1,000			800	200	1,000			800		800			500		500	3,100	200	3,300
Program Materials	6	1-9							1,000		1,000			800	200	1,000			800		800			500		500	3,100	200	3,300
Vehicle Maintenance⑥	8, 19								500		500			500	360	860			500	100	600			500	200	700	2,000	660	2,660
Audit	9, 10, 12-14								600		600			600	200	800			600	100	700			600		600	2,400	300	2,700
Facility Costs (See Exhibit B Attachment III for breakdown) ⑦	11								12,732	-	12,732			13,008	-	13,008			13,224	-	13,224			13,248	-	13,248	52,212	-	52,212
Total Operating Expenses									**36,664**	**-**	**36,664**			**31,703**	**3,060**	**34,763**			**26,451**	**3,060**	**29,511**			**20,781**	**3,060**	**23,841**	**115,599**	**9,180**	**124,779**
Major Equipment ⑧ unit cost must be $5,000 or more	**Exhibit A SOW**	**Exhibit A Attach I**							**Budget**	**Budget Adj.**	**Budget Amend A-01**			**Budget**	**Budget Adj.**	**Budget Amend A-01**			**Budget**	**Budget Adj.**	**Budget Amend A-01**			**Budget**	**Budget Adj.**	**Budget Amend A-01**		**Budget Adj.**	**Budget Amend A-01**
Telephone System	17	1-9							-		-			-		-			-		-			-		-	-	-	-
Information Technology Equipment	17, 18, 20, 21	1-9							-		-			-		-			-		-			-		-	-	-	-
Vehicle (s)	8, 17, 18, 19								-		-			-		-			-		-			-		-	-	-	-
Photocopy Equipment	6, 17, 18								-		-			-		-			-		-			-		-	-	-	-
Total Major Equipment									**-**	**-**	**-**			**-**	**-**	**-**			**-**	**-**	**-**			**-**	**-**	**-**	**-**	**-**	**-**
Subcontracts ⑨	**Exhibit A SOW**	**Exhibit A Attach I**							**Budget**	**Budget Adj.**	**Budget Amend A-01**			**Budget**	**Budget Adj.**	**Budget Amend A-01**			**Budget**	**Budget Adj.**	**Budget Amend A-01**			**Budget**	**Budget Adj.**	**Budget Amend A-01**		**Budget Adj.**	**Budget Amend A-01**
KATHRYN DYRR R.D./WIC Director	1-22,	1-4,							13,300		13,300			13,300		13,300			13,300		13,300			13,300		13,300	53,200	-	53,200
Total Subcontracts									**13,300**	**-**	**13,300**			**13,300**	**-**	**13,300**			**13,300**	**-**	**13,300**			**13,300**	**-**	**13,300**	**53,200**	**-**	**53,200**
Total Indirect Costs							**Percent**		**Budget**	**Percent Amend A-01**	**Budget Amend A-01**	**Percent**		**Budget**	**Percent Amend A-01**	**Budget Amend A-01**	**Percent**		**Budget**	**Percent Amend A-01**	**Budget Amend A-01**	**Percent**		**Budget**	**Percent Amend A-01**	**Budget Amend A-01**		**Budget Adj.**	**Budget Amend A-01**
			% of Total Personnel Costs				25.0000%		**20,607**		**20,607**	25.0000%		**21,599**		**21,599**	25.0000%		**22,649**		**22,649**	25.0000%		**23,783**		**23,783**	88,638	-	**88,638**
Total Costs									**152,999**		**152,999**			**152,999**		**156,059**			**152,999**		**156,059**			**152,999**		**156,059**	**611,996**		**621,176**

① Bilingual - Positions that receive Bilingual pay will show a higher salary. Justification will be kept on file with the original contract.
② Longevity, Retention, Differential and COLA - Positions that receive these compensations will show a higher salary. Justification and Union Contract will be kept on file with the original contract.
③ Overtime - Is budgeted for up to a 3% increase for each year.
④ Fringe Benefits - Any fringe benefit Years 1-4 that exceeds 50% will need a written justification.
⑤ Minor Equipment - Desks, Computers, Chairs, Tables, Modular furniture, Monitors and Printers- Refer to Exhibit D(F) Page 3, Paragraph 3
⑥ Vehicle Maintenance - maintenance over $500 will need CDPH/WIC Division approval.
⑦ Facility Costs - Includes Rent, Janitorial, Security, Maintenance and Utilities
⑧ Major Equipment - Refer to Exhibit D(F) page 3, Paragraph 3 for instructions; Vehicle(S)-Will be used for Facility Site Visits, Conferences, Trainings, and Outreach. **Unit cost must be $5,000 or more.**
⑨ Subcontractors - List the subcontractor's name and short list of services provided. If the subcontractor has not been selected, enter TBD and list of services to be provided.

Exhibit B, Attachment I A1
Budget

	Year 1			Year 2			Year 3			Year 4			Totals	Total Adj.	Totals Amendment A-01
	10/1/2015 - 9/30/2016			10/1/2016 - 9/30/2017			10/1/2017 - 9/30/2018			10/1/2018 - 9/30/2019					
Personnel	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Budget**	**Budget Adj.**	**Budget Amendment A-01**			
Total Salaries and Wages	52,372	-	52,372	54,894	-	54,894	57,564	-	57,564	60,446	-	60,446	225,276	-	225,276
Fringe Benefits	30,056	-	30,056	31,503	-	31,503	33,035	-	33,035	34,689	-	34,689	**129,283**	-	129,283
Personnel	**82,428**	**-**	**82,428**	**86,397**	**-**	**86,397**	**90,599**	**-**	**90,599**	**95,135**	**-**	**95,135**	**354,559**	**-**	**354,559**
Operating Expenses	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Budget**	**Budget Adj.**	**Total Amendment A-01**	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Totals**	**Adj.**	**Total Amendment A-01**
Minor Equipment	2,000	-	2,000	1,000	1,000	2,000	1,000	500	1,500	500	1,000	1,500	4,500	2,500	7,000
General Office Expenses	13,032	-	13,032	10,695	-	10,695	5,727	2,260	7,987	1,633	2,360	3,993	31,087	4,620	35,707
Training	2,500	-	2,500	1,500	500	2,000	1,500	(500)	1,000	1,500	(500)	1,000	7,000	(500)	6,500
Travel	1,500	-	1,500	1,000	500	1,500	1,000	500	1,500	1,000	-	1,000	4,500	1,000	5,500
Professional Certifications	300	-	300	300	100	400	300	100	400	300	-	300	1,200	200	1,400
Outreach	1,500	-	1,500	1,500	-	1,500	1,000	-	1,000	500	-	500	4,500	-	4,500
Media/Promotion	1,000	-	1,000	800	200	1,000	800	-	800	500	-	500	3,100	200	3,300
Program Materials	1,000	-	1,000	800	200	1,000	800	-	800	500	-	500	3,100	200	3,300
Vehicle Maintenance	500	-	500	500	360	860	500	100	600	500	200	700	2,000	660	2,660
Audit	600	-	600	600	200	800	600	100	700	600	-	600	2,400	300	2,700
Facility Costs (See Exhibit B Attachment III for breakdown)	12,732	-	12,732	13,008	-	13,008	13,224	-	13,224	13,248	-	13,248	52,212	-	52,212
Operating Expenses	**36,664**	**-**	**36,664**	**31,703**	**3,060**	**34,763**	**26,451**	**3,060**	**29,511**	**20,781**	**3,060**	**23,841**	**115,599**	**9,180**	**124,779**
Major Equipment	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Totals**	**Adj.**	**Total Amendment A-01**
Telephone System	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle (s)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Photocopy Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Major Equipment	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Subcontracts	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Totals**	**Adj.**	**Total Amendment A-01**
Subcontracts	**13,300**	**-**	**13,300**	**13,300**	**-**	**13,300**	**13,300**	**-**	**13,300**	**13,300**	**-**	**13,300**	**53,200**	**-**	**53,200**
Indirect Costs	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Budget**	**Budget Adj.**	**Budget Amendment A-01**	**Totals**	**Adj.**	**Total Amendment A-01**
Indirect Costs	**20,607**	**-**	**20,607**	**21,599**	**-**	**21,599**	**22,649**	**-**	**22,649**	**23,783**	**-**	**23,783**	**88,638**	**-**	**88,638**
TOTAL COSTS	**152,999**		**152,999**	**152,999**		**156,059**	**152,999**		**156,059**	**152,999**		**156,059**	**611,996**	**-**	**621,176**

STATE OF CALIFORNIA

Exhibit B, Attachment IV A1
Invoice Sample

County of Sierra
15-10116 A1
California Department of Public Health
Women, Infants and Children Division
3901 Lennane Drive, Sacramento, CA 95834

WIC PROGRAM INVOICE
Budget Period 10/01/15 - 09/30/16

Contractor's Name: **Sample Local Agency**
Contractor's Address: 1234 WIC Road
Sacramento, CA 958234

Invoice Date:
Invoice Number: **#01**
Contract Number: **15-12345**
Vendor Number: **0000001234-56**
Billing Period:

Budget Line Items	Budgeted Amount	Year to Date Previously Invoiced	Total Amount Requested	Year to Date Invoiced	Remaining Budgeted Amount
PERSONNEL	**$ -**				**$ -**
Total Salaries & Wages	$ -	$ -	$ -	$ -	$ -
Fringe Benefits	$ -	$ -	$ -	$ -	$ -
OPERATING EXPENSES	**$ -**	$ -	$ -	$ -	**$ -**
Minor Equipment	$ -	$ -	$ -	$ -	$ -
General Office Expenses	$ -	$ -	$ -	$ -	$ -
Training	$ -	$ -	$ -	$ -	$ -
Travel	$ -	$ -	$ -	$ -	$ -
Professional Certifications	$ -	$ -	$ -	$ -	$ -
Outreach	$ -	$ -	$ -	$ -	$ -
Media/Promotion	$ -	$ -	$ -	$ -	$ -
Program Materials	$ -	$ -	$ -	$ -	$ -
Vehicle Maintenance	$ -	$ -	$ -	$ -	$ -
Audit	$ -	$ -	$ -	$ -	$ -
Facility Costs	$ -	$ -	$ -	$ -	$ -
MAJOR EQUIPMENT	**$ -**	$ -	$ -	$ -	**$ -**
Telephone System	$ -	$ -	$ -	$ -	$ -
Information Technology Equipment	$ -	$ -	$ -	$ -	$ -
Vehicle(s)	$ -	$ -	$ -	$ -	$ -
Photocopy Equipment	$ -	$ -	$ -	$ -	$ -
SUBCONTRACTS	**$ -**	$ -	$ -	$ -	**$ -**
INDIRECT COSTS (Maximum 13.8% of Total Personnel Costs)	**$ -**	$ -	$ -	$ -	**$ -**
TOTALS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
		Amount to be Paid	**$ -**		

SAMPLE

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Sign in BLUE INK only.

Preparer's Signature | Preparer's Telephone | Agency Director's Signature | Date

Print Preparer's Name | Preparer's Email | Print Agency Director's Name

FOR STATE USE ONLY - APPROVED FOR PAYMENT

15-53303-5510-741-01-10557L-15 Local Assistance	15-53300-5510-741-01-10572L-15 FMNP	15-53313-5510-741-01-10556L-14 BFPC
Billing Code	Billing Code	Billing Code
$ -		
Date / Amount	Date / Amount	Date / Amount

Contract Manager Signature | Date | LOU Chief Signature | Date

STATE OF CALIFORNIA

Exhibit B, Attachment IV A1
Invoice Sample

County of Sierra
15-10116 A1
California Department of Public Health
Women, Infants and Children Division
3901 Lennane Drive, Sacramento, CA 95834

WIC PROGRAM INVOICE
Budget Period 10/01/15 - 09/30/16

Contractor's Name: **Sample Local Agency**
Contractor's Address: 1234 WIC Road
Sacramento, CA 958234

Invoice Date:
Invoice Number: **#01**
Contract Number: **15-12345**
Vendor Number: **0000001234-56**
Billing Period:

STATE OF CALIFORNIA

Exhibit B, Attachment IV A1
Invoice Sample

County of Sierra
15-10116 A1
California Department of Public Health
Women, Infants and Children Division
3901 Lennane Drive, Sacramento, CA 95834

WIC PROGRAM INVOICE
Budget Period 10/01/15 - 09/30/16

Contractor's Name: **Sample Local Agency**
Contractor's Address: 1234 WIC Road
Sacramento, CA 958234

Invoice Date:
Invoice Number: **#01**
Contract Number: **15-12345**
Vendor Number: **0000001234-56**
Billing Period:

WIC SERVICES: **NSA (includes LVL - Unrestricted)**

Budget Line Items	Budgeted Amount	Year to Date Previously Invoiced	Amounts Requested	Year to Date Invoiced	Remaining Budgeted Amount
PERSONNEL					
Total Salaries & Wages		$ -	$ -	$ -	
Fringe Benefits		$ -	$ -	$ -	
OPERATING EXPENSES					
Minor Equipment		$ -	$ -	$ -	
General Office Expenses		$ -	$ -	$ -	
Training		$ -	$ -	$ -	
Travel		$ -	$ -	$ -	
Professional Certifications		$ -	$ -	$ -	
Outreach		$ -	$ -	$ -	
Media/Promotion		$ -	$ -	$ -	
Program Materials		$ -	$ -	$ -	
Vehicle Maintenance		$ -	$ -	$ -	
Audit		$ -	$ -	$ -	
Facility Costs		$ -	$ -	$ -	
MAJOR EQUIPMENT					
Telephone System		$ -	$ -	$ -	
Information Technology Equipment		$ -	$ -	$ -	
Vehicle(s)		$ -	$ -	$ -	
Photocopy Equipment		$ -	$ -	$ -	
SUBCONTRACTS		$ -	$ -	$ -	
INDIRECT COSTS (Maximum 13.8% of Total Personnel Costs)		$ -	$ -	$ -	
TOTALS	$ 240,000.00	$ -	$ -	$ -	$ 240,000.00

SAMPLE

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 5, 2016	☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Approval of an agreement for professional services between Celia Sutton-Pado, M.D. and Sierra County.

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

BACKGROUND INFORMATION: Essentially the Sierra County Health Officer will continue her duties of enforcement of statutes relating to Public Health, enforcement of orders and ordinances of the Board of Supervisors pertaining to the public health and sanitation matters, regulations, and rules prescribed by the State Department of Health Services, as well as the clinical responsibilities.

FUNDING SOURCE: 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5614,5616,HPP
AMOUNT: $98,247.20 Annually

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY Health and Human Services

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

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

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

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

Darden Bynum, LCSW
Director

Agenda Item Memorandum

To: Sierra County Board of Supervisors
From: Darden Bynum, Director
Health & Human Services Departments
Date of memo: 6.28.16
Date of Board Meeting: 7.5.16
Regarding: Board of Supervisor approval for the contract renewal of the Public Health Officer

Executive summary: This memo is to request Board of Supervisor approval for the contract renewal of the Public Health Officer.

Background information:
Essentially the Sierra County Health Officer will continue her duties of enforcement of statutes relating to public health, enforcement of orders and ordinances of the Board of Supervisors pertaining to the public health and sanitation matters, regulations, and rules prescribed by the State Department of Health Services, and the clinical responsibilities of the Family Planning practitioner.

She will continue to act in the capacity as County Health Officer to provide input on and development of projects which require Health Department approval pursuant to federal, State and County statute, and administrative procedures.

Fiscal Impact: There are no county general funds involved.

Recommendation: The Sierra County HHS Director recommends the approval of this contract renewal.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

CELIA SUTTON-PADO, MD
("CONTRACTOR")

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

OPERATIVE PROVISIONS

1. SERVICES.

Contractor shall serve as the Health Officer for the County of Sierra and shall perform such duties, services and functions pertaining to such position as required by law, as more particularly set out in Attachment A.

2. TERM.

Commencement Date: July 1, 2016

Termination Date: June 30, 2017

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

As a public official, appointed by the Board of Supervisors, the Health Officer serves at the will and pleasure of the Board of Supervisors and is accountable to the Board of Supervisors. The Board of Supervisors shall have the authority to administer this Agreement on behalf of the COUNTY. From time to time the Board may assign administration to such County representative as the Board deems appropriate and hereby designates the Director of Health and Human Services to administer this Agreement for the COUNTY. Celia Sutton-Pado, MD is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice
Attachment F – Business Associate Agreement

9. AGREEMENT DATE. The Agreement Date is July 1, 2016

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

"COUNTY"

COUNTY OF SIERRA

By_____
LEE ADAMS, CHAIRMAN
Board of Supervisors

"CONTRACTOR"

_____
CELIA SUTTON-PADO, MD

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
CHRISTIAN CURTIS
Deputy County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

Services and functions shall include, without limitation, each of the following***:***

A.1.1 Enforcement of statutes relating to public health, enforcement of orders and ordinances of the Board of Supervisors pertaining to the public health and sanitation matters, regulations, and rules prescribed by the State Department of Health Services.

A.1.2. Act in the capacity as County Health Officer to provide input on and development of projects which require Health Department approval pursuant to federal, State and County statute, and administrative procedures;

A.1.3. Provide medical consultation and coverage to staff and clinic programs;

A.1.4. Enforce health regulations as established by federal, state and county policies;

A.1.5. Establish programs for immunizations against disease;

A.1.6. Attend conferences and meetings as deemed pertinent;

A.1.7. Evaluate effectiveness of existing programs;

A.1.8. Review records/charts and reports for Human Services programs as requested by funding sources;

A.1.9. Consult with physicians in the diagnosis and investigation of a suspected communicable disease;

A.1.10. Investigate causes of communicable disease and direct measures to prevent epidemics;

A.1.11. Act in an advisory capacity in the administration of federal, state and county medical care programs;

A.1.12. Review and comment to the Planning Department on all land development projects.

A.1.13 Act as back-up Health Officer for Nevada County.

A.1.14 Provide medical assessment and medical treatment regarding reproductive health and family planning in accordance with Family Pact regulations to Sierra County Public Health patients.

A.1.15 Under the PHEP, Pan Flu and HPP Programs, Contractor will provide medical oversight in order to meet the objectives of all sections of the work plans. The Health Officer will provide professional support and guidance in the development and implementation of trainings, drills, and Public Health and Medical Emergency response plans.

A.2. TIME SERVICES RENDERED.

All services shall be provided promptly on an as needed basis. Services shall be offered on at least weekly basis.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

COUNTY shall furnish to CONTRACTOR on a non-exclusive basis office and clerical support directly relating to the performance of CONTRACTOR'S duties according to the agreement.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee of on hundred twenty seven dollars and forty cents ($127.40) per hour. CONTRACTOR shall provide COUNTY with a maximum not to exceed seven hundred twenty eight (728) hours of actual services per contract period. CONTRACTOR shall submit requests for payment (Invoice) on a monthly basis, invoicing for all work completed. 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 $92,747.20 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE. N/A

B.3 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay COUNTY per diem rates in effect on the date the expense was incurred. Travel related expenses shall be detailed on CONTRACTOR'S invoice. Irrespective of any prior approvals the total of such travel cost reimbursements shall not exceed $4,000.00 under this Provision B.3.

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, 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 $1,500.00 with 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	$ 92,747.20
B.2	Mileage	N/A
B.3	Travel Costs	$ 4,000.00
B.4	Authorization Required	N/A
B.5	Special Circumstances	$ 1,500.00
	Total	$ 98,247.20

ATTACHMENT C

ADDITIONAL PROVISIONS

COUNTY shall carry Professional Liability malpractice Insurance with limits of $1,000,000 including coverage for **CONTRACTOR** relating to services provided under this agreement to the extent that the acts are covered by the County's Medical Malpractice Policy through CSAC Excess Insurance Authority

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

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

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

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

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

__ **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than One Million Dollars ($1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.34 CONFLICT OF INTEREST.

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

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

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

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

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

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

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

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

If to "COUNTY":
Sierra County Auditor
County of Sierra
Post Office Box 425
Downieville, CA 95936

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

If to "CONTRACTOR":
Celia Sutton-Pado, MD

Phone:
Home –
Cell: 530-386-6511

SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into this 1st day of July, 2016, by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and Celia Sutton-Pado, M.D. (referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services)the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California and in accordance with The Sierra County Health and Human Services Information Security Policies Manual.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI and a copy of Sierra County Health and Human Services Information Security Policies Manual.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:

   a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent

with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:
    - Disclosure is required by law; or
    - Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
    - Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

9. Business Associate shall make all PHI and related information in its possession available as follows:

a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;

b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

10. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

11. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

12. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

13. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

14. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

15. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County Of Sierra
Department of Health and Human Services
P.O. Box 265
Loyalton, CA 96118

To Contractor:

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

"COUNTY"

COUNTY OF SIERRA

_____
Lee Adams, Chairman
Sierra County Board of Supervisors

ATTEST:

_____
Heather Foster
Clerk of the Board

"CONTRACTOR"

_____
Celia Sutton-Pado, MD

APPROVED AS TO FORM:

_____
Christian Curtis
Deputy County Counsel

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 5, 2016	☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Approval of an agreement for professional services between M. Susan Haun and Sierra County.

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

BACKGROUND INFORMATION: This contract request fulfills the fiduciary obligations of program evaluation for the expenditure of Tobacco abatement and intervention. The contractor will assist staff in conducting evaluation of public opinion polls, program assessments, and collation of data for statistical reporting.

FUNDING SOURCE: 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5660
AMOUNT: $12,490.00 Annually

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY Health and Human Services

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

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

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

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

Darden Bynum, LCSW
Director

Memorandum

To: Sierra County Board of Supervisors
From: Darden Bynum, Director, Health & Human Services
Reference: Agenda items
Date of memo: 06.28.16
Date of Board Meeting: 07.05.16
Regarding: Board of Supervisor approval for the Professional Services Agreement between M. Susan Haun and Sierra County.

Executive summary:
This contract request fulfills the fiduciary obligations of program evaluation for the expenditure of Tobacco abatement and intervention.

Background information:
The requested service provided by this contract is for a twelve month evaluation of the Sierra County Health & Human Services expenditure of funds. The contractor will assist staff in conducting evaluation of public opinion polls, program assessments, and collation of data for statistical reporting.

Recommendation:
It is recommended that this contract be approved.

AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

M. Susan "Sue" Haun, dba
Strategies By Design
{"CONTRACTOR")

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2016

Termination Date: June 30, 2017

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of Sierra County Human Services or Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. M. Susan "Sue" Haun is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice
Attachment F - Business Associate Agreement

9. AGREEMENT DATE. The Agreement Date is July 1, 2016.

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

"COUNTY"

COUNTY OF SIERRA

By. _____

LEE ADAMS, CHAIRMAN
SIERRA COUNTY BOARD OF SUPERVISORS

"CONTRACTOR"

_____

M. SUSAN HAUN
Strategies by Design

ATTEST:

_____

HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____

CHRISTIAN CURTIS
Deputy County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

Consistent with the County's 2014-2017 Comprehensive Tobacco Control Plan (CTCP) Evaluation Plan:

A.1.a Provide consultation to County's Public Health staff in the development of evaluation instruments and/or design evaluation instruments for the project consistent with sound evaluation and measurement principles for valid outcome evaluation for the objectives of the County's 2014-2017 CTCP's Evaluation Plan.

A.1.b Provide consultation in the administration of evaluation methods, such as, but not limited to, procedures for conducting Key Informant Interviews, to ensure reliability as well as validity.

A.1.c Assemble and analyze both baseline and follow-up evaluation data at planned intervals indicated in the objectives below to be used for the written evaluation reports at the conclusion of the County's 2014-2017 CTCP.

A.1.d Perform the following for each of the evaluation activities, organized by objective and evaluation activity number, in the County's 2014-2017 CTCP:

Objective 1: Tobacco Retail Licensing Campaign. By June 30, 2017, the unincorporated communities of Sierra County and the city of Loyalton will adopt a tobacco retail licensing (TRL) policy that will include sufficient enforcement/administration fees and annual compliance checks. Legislated Policy - Policy Adoption Only.

Activity #	Description	Completed by
1-E-4	**Data Collection Training-Public Opinion Poll Survey.** Review forms, findings, and provide technical assistance to County staff or County subcontract staff who trains trainees on how to conduct retailer observation surveys to ensure high quality data collection.	7/16
1-E-5	**Data Collection Training (YTPS) and HSHC Observation.** Review forms, findings, and provide technical assistance to County staff or County subcontract staff who trains trainees on how to conduct youth tobacco purchase surveys to ensure high quality data collection.	7/16
1-E-6	**Retailer Observation Survey.** Provide technical assistance towards the collection of retailer observation data collected in tobacco retail stores by County staff or County subcontract staff using an instrument provided by statewide grantees and produce an analysis report with descriptive statistics such as percentages and frequencies. Submit the analysis report in OTIS. Enter associated progress report narratives in OTIS.	12/16
1-E-7	**Public Opinion Poll.** Provide technical assistance towards the collection of public opinion poll data by County staff or County subcontract staff using an instrument provided by statewide grantees and produce an analysis report with descriptive statistics such as percentages and frequencies. Submit the analysis report in OTIS. Enter associated progress report narratives in OTIS.	12/16
1-E-11	**Youth Tobacco Purchase Survey.** Review forms, findings, and provide technical assistance to County staff or County subcontract staff who conducts youth tobacco purchase surveys to ensure high quality data collection. Produce a report and submit the report in OTIS, as well as any associated progress report narratives.	12/16
1-E-8	**Key Informant Interview-Tobacco Retailer Licensing.** Review form provided for statewide grantees, review findings and provide technical assistance to County staff or County subcontract staff who conduct at least 12 Key Informant Interviews and develop a summary report.	12/16

1-E-9	**Media Activity Record.** Review finding and provide technical assistance to County staff or County subcontract staff who produce a media content analysis of media products produced through print, radio, television and social media to determine how the public (and the media) views campaign strategies and the intensity and reach of media activities, as well as public/media view/perception.	5/17
1-E-10	**Final Evaluation Reporting.** Collaborate with County staff or County subcontract staff to produce a final evaluation report that summarizes findings from the Data Collection Trainings, Youth Tobacco Purchase Surveys, Retailer Observation Survey, Public Opinion Poll, Key Informant Interviews, and Media Activity Record. Submit the final evaluation report in OTIS. Enter associated progress report narratives in OTIS.	6/17

Objective 3: Adult & Youth Engagement. By June 30, 2017, recruit and engage at least 10 youth and/or adults to participate in a minimum of 3 activities each, designed to educate and update residents of Sierra County about electronic nicotine delivery devices. Activities will include development of a strategy plan to address this issue (plan may include policy development and/or implementation). Other without Measurable Outcome.

Activity #	Description	Completed by
3-E-3	**Key Informant Interview.** Review forms, findings, and provide technical assistance to County staff or County subcontract staff who conduct key informant interviews with and produce content analysis report.	12/16
3-E-2	**Public Opinion Poll.** Provide technical assistance towards the collection of public opinion poll data by County staff or County subcontract staff and produce an analysis report with descriptive statistics such as percentages and frequencies. Submit the analysis report in OTIS. Enter associated progress report narratives in OTIS.	7/16 & 5/17
3-E-5	**Other-Engagement Tracking Log.** Review forms, findings, and provide technical assistance to County staff or County subcontract staff who populates a tracking log to document engagement level of partnership members.	5/17
3-E-4	**Brief Evaluation Report.** Collaborate with County staff or County subcontract staff to produce a brief evaluation report that summarizes findings from the Key Informant Interviews, Public Opinion Poll and Engagement Tracking Log. Submit the brief evaluation report in OTIS. Enter associated progress report narratives in OTIS.	6/17

Objective 4: Smoke-free Workplace. By June 30, 2017, at least 2 providers (such as social rehabilitation facilities, skilled nursing facility, doctors' offices, etc.) in Sierra County that serve mental health clients, substance use clients, senior clients, and low income clients will adopt a smoke-free workplace policy that applies to 100% of outdoor areas around the providers' owned and leased buildings. Voluntary Policy – Adoption Only.

Activity #	Description	Completed by
4-E-2	**Data Collection Training.** Review forms, findings, and provide technical assistance to County staff or County subcontract staff who trains trainees on how to conduct observation surveys to ensure high quality data collection and produces report.	6/17
4-E-4	**Education/Participant Survey.** Review forms, findings, and provide technical assistance to County staff or County subcontract staff who conducts survey and produces report.	6/17
4-E-3	**Key Informant Interview.** Review forms, findings, and provide technical assistance to County staff or County subcontract staff who conduct key	5/17

	informant interviews and produce content analysis report.	
4-E-1	**Collection of Outcome Data – Observation Data.** Review forms, findings, and provide technical assistance to County staff or County subcontract staff who conducts observations.	
4-E-5	**Brief Evaluation Report.** Collaborate with County staff or County subcontract staff to produce a brief evaluation report that summarizes findings from the Key Informant Interviews, Public Opinion Poll and Engagement Tracking Log. Submit the brief evaluation report in OTIS. Enter associated progress report narratives in OTIS.	6/17

Other Deliverables:

Program Scheduling & Monitoring	**Completed by**
A regular meeting by teleconference with County staff will be established to plan evaluation components, and to monitor program activities and program implementation.	Quarterly or as needed
Development of the County's 2017-2020 CTCP's Evaluation Plan	**Completed by**
Collaborate with County staff on development of the primary and non-primary objectives for the CTCP, research possible evaluation components, plan the analysis, design the evaluation plan, as well as survey methods for each objective with input from program staff. Write the evaluation narratives. Enter the final evaluation components and narrative summaries into OTIS.	3/17
Participate by phone with County staff and CTCP representatives to assist with negotiating the County's 2017-2020 CTCP. Collaborate with County staff to amend the evaluation plan as necessary, and enter the amended plan into OTIS.	3/17

COUNTY RESPONSIBILITY

County will be responsible for internal scheduling, reasonable access to key personnel, and reasonable access to past and current documentation that will aid the completion of evaluation activities. County will add Contractor as an "Applicant" in OTIS to allow the Contractor access to the County's 2014-2017 Comprehensive Tobacco Control Plan.

A.2 TIME SERVICES RENDERED.

During the contract period.

A.3 MANNER SERVICES ARE TO BE PERFORMED.

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

A.4 FACILITIES FURNISHED BY COUNTY.

None.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. At the request of a designated representative of Sierra County Human Services, an amount not to exceed twelve thousand four hundred ninety dollars will be available to CONTRACTOR at the rate of seventy five dollars ($75.00) per hour. CONTRACTOR shall submit requests for payment ("Invoice") on at least a quarterly basis, detailed invoicing for all work completed and delivered to the Auditor prior to the issuance of such Invoice. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within sixty (60) days after the Invoice is approved and accepted by the Auditor. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed 166.5 hours or $12,490.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE. NIA

B.3 TRAVEL COSTS. NIA.

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. NIA

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

B.1	Base Contract Fee	$12,490.00
B.2	Mileage	NIA
B.3	Travel Costs	NIA
B.4	Authorization Required	NIA
B.5	Special Circumstances	NIA
MAXIMUM CONTRACT AMOUNT		**$ 12,490.00**

ATTACHMENT C ADDITIONAL

PROVISIONS

[NONE]

ATTACHMENT D

GENERAL

PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

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

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

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

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

___X_ **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than One Million Dollars ($1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

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

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

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

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

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

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

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

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

County of Sierra
Auditor/Risk-Manager
P.0. Drawer 425 Downieville,
CA 95936

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

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

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

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

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

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

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

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

and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s),estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law inorder to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neitherparty hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

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

D.34 CONFLICT OF INTEREST.

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

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

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2,

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

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that inthe provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the FairEmployment and Housing Act *(Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement.CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer 1.0. Number or Social SecurityNumber (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

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

If to "COUNTY":

Director of Sierra County Human Services
P.O. Box 1019Loyalton,
CA 96118

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

If to “CONTRACTOR":

M. Susan Haun
Strategies by Design
300 Laws Avenue
Ukiah, CA 95482

ATTACHMENT E

Strategies By Design
300 Laws Avenue
Ukiah, CA 95482

TO: SIERRA COUNTY HEALTH & HUMAN SERVICES
P.O. BOX 7 LOYALTON,
CA 96118

STATEMENT FOR MONTH OF_____

DATE	DESCRIPTION OF SERVICE	HRS	MILES	TO/FROM

Total Hours_____x $_____=$_____

Total Miles_____x$_____=$_____

GRAND TOTAL $_____

SIGNATURE_____

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 5, 2016	☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Approval of an amendment of an agreement for professional services between the California Department of Social Services (CDSS) and Sierra County.

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

BACKGROUND INFORMATION: This amendment would extend the agreement for a year for adoption services.

FUNDING SOURCE: 0515800
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5800
AMOUNT: $2998.00 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, Director, Health & Human Services
Reference: Agenda items
Date of memo: 28 June 2016
Date of Board Meeting: 5 July 2016
Regarding: Board of Supervisor approval of an amendment of an agreement for Professional Services between The California Department of Social Services (CDSS) and the County of Sierra

Executive summary: This memo is to request approval of an amendment of an agreement for Professional Services between the California Department of Social Services (CDSS) and the County of Sierra. This amendment extends the agreement for an additional year and also increases the amount of the agreement to account for the additional year. This agreement will help match children with prospective adoptive families and place children for adoption through the State.

Background information: In consultation with Child Welfare Director's Association, for those counties opting to contract directly with CDSS to continue the agency adoption services, CDSS will invoice each on a weekly cost per case basis. This rate would be claimed up to but not exceed $ 5,996.00, the amount of the allocation received by our county.

Fiscal Impact: This agreement is for $ 2,998.00 annually, the amount of the allocation received by our county; no county general funds are impacted.

Recommendation: It is recommended that this agreement be approved.

AGREEMENT NO. 2015-110
(Amendment to Agreement No. 2015-110)

AMENDMENT
To
AGREEMENT FOR
PROFESSIONAL SERVICES

The following is an amendment to that certain Agreement No. 2015-110 ("Agreement") with an effective date of July 1, 2015 by and between the County of Sierra, a political subdivision of the State of California ('the COUNTY") and California Department of Social Services ("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: July 1, 2015

   Termination Date: June 30, 2017

2. GENERAL TERMS AND CONDITIONS, EXHIBIT D, number 19(a), third sentence, refers to the total amount of the Agreement. The total amount of the Agreement is hereby amended to read:

   This rate would be claimed up to but not exceeding $5,996 (five thousand nine hundred ninety six dollars), the amount of the allocation received by the COUNTY.

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

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

"COUNTY"

COUNTY OF SIERRA

_____

LEE ADAMS
Chairman, Board of Supervisors

ATTEST:

_____

HEATHER FOSTER
Clerk of the Board

"CONTRACTOR"

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

dpearce 6.22.16

DEBORAH PEARCE, CHIEF
Contracts and Purchasing Bureau

APPROVED AS TO FORM:

_____

CHRISTIAN CURTIS
County Counsel

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 5, 2016	☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Approval of an agreement for professional services between Yolo Community Care Continuum and Sierra County.

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

BACKGROUND INFORMATION: People with serious and persistent mental illness require specialized treatment facilities. This treatment facility is an approved state contractor to provide room, board, medication management and an array of service-coordination duties.

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5671
AMOUNT: $107,120.00 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, Director, Health & Human Services
Reference: Agenda items
Date of memo 06.28.16
Date of Board Meeting: 07.05.16
Regarding: Board of Supervisor approval of the residential treatment provider Yolo Community Care Continuum.

Executive summary: This memo is to request continuation of contract service for people who are in out-of-home treatment programs.

Background information: People with serious and persistent mental illness require specialized treatment facilities. These treatment facilities are approved state contractors and provide room, board, transportation, medication management and an array of service-coordination duties. These duties include and are not limited to: navigating health care systems, managing doctor's visits, documenting habilitation training.

Fiscal Impact: No county general funds are used in the contract. This contract has the same scope of duties from the year before.

Recommendation: The Sierra County HHS Director is recommending that the Board of Supervisors approve this contract.

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AGREEMENT FOR
PROFESSIONAL ADULT RESIDENTIAL
CARE SERVICES

THIS AGREEMENT for Professional Adult Residential Care Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

YOLO COMMUNITY CARE CONTINUUM
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2016
Termination Date: June 30, 2017

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions. If applicable, the HIPAA Business Associates Agreement, Attachment F is incorporated by this reference.

7. DESIGNATED REPRESENTATIVES.

The Director of Human Services or his/her Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. A Designee for YOLO COMMUNITY CARE CONTINUUM is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice
Attachment F – Business Associates Agreement

9. AGREEMENT DATE. The Agreement Date is July 1, 2016.

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

"COUNTY"

COUNTY OF SIERRA

By_____
LEE ADAMS
Chairman, Board of Supervisors

"CONTRACTOR"

_____
MICHELLE KELLOGG
Executive Director
Yolo Community Care Continuum

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

BASIC SERVICES

The Yolo Community Care Continuum, licensed by the Department of Social Services and State Department of Mental Health, serves adults recovering from severe mental illness. This residential rehabilitation program provides psychiatric and social services in a compassionate home like environment. Clients receive the medical and psychiatric care, counseling and advocacy services necessary to live as independently as possible in the community. They learn to manage their illness and utilize coping strategies.

As a voluntary placement, clients receive intensive psychosocial rehabilitation in an effective treatment environment. A structured setting of daily living skills and vocational training offers program residents a unique opportunity to learn the skills necessary to live as independently as possible. Gardening, animal husbandry, household chores, and social skills training are emphasized as a means to construct a daily routine as well as a way to manage symptoms of the individual illness.

Services provided include individualized counseling, comprehensive care planning, after-care plans, daily living skills training, group counseling, nutritious meals, community integration, dual diagnosis, wellness plan management, psycho-education, vocational skills training, medication support, and psychiatric support is available for an additional cost.

A.2. TIME SERVICES RENDERED.

During the Contract period.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

None

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee as follows:

Monthly room and board rate $1,014.00 per month (paid for by client's Social Security)

Daily Rate for services provided $144.00 per day per client

CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within forty five (45) 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 $105,120.00 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 $2,000.00 with approval of the designated COUNTY Representative 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	$ 105,120.00
B.2	Mileage	N/A
B.3	Travel Costs	N/A
B.4	Authorization Required	-----
B.5	Special Circumstances	$ 2,000.00
MAXIMUM CONTRACT AMOUNT		$ 107,120.00

ATTACHMENT C

ADDITIONAL PROVISIONS

[NONE]

ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

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

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

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

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

x **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than Three Million Dollars ($3,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and Three Million Dollars ($3,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

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

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

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

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

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

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

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

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

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

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

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

D.6 INDEMNITY. Each of the parties hereto shall be solely liable for negligent or wrongful acts of omissions of its employees occurring in the performance of this Agreement, an if either party becomes liable of omissions of its employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend and save harmless the other party, its officers, agents, and employees from any and all claims and losses proximately caused by the party's solely negligent or wrongful acts or omissions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.34 CONFLICT OF INTEREST.

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

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

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

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

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

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

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR

pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

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

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

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

If to "CONTRACTOR":

Yolo Community Care Continuum
PO Box 1101
Davis, CA 95617

Yolo Community Care Continuum
PO Box 1101
Davis, CA 95617

County of Sierra
Mental Health Department
Post Office Box 265
Loyalton, California 96118

STATEMENT OF ACCOUNT FOR MONTH OF: _____
_____

TOTAL CURRENT CHARGES:

Date	Description of Service	Hrs	Rate	Total

Total $_____

_____
SIGNATURE

Attachment E

SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into on July 1, 2016, by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County") and Yolo Community Care Continuum, (referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services (the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:

   a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or
      (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent

with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
- Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall carry comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;

b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy

regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County Of Sierra

Department of Health and Human Services
P.O. Box 265
Loyalton, CA 96118

To Contractor: Yolo Community Care Continuum
PO Box 1101
Davis, CA 95617

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

"COUNTY"

COUNTY OF SIERRA

_____
Lee Adams, Chairman
Sierra County Board of Supervisors

"CONTRACTOR"

_____
Michelle Kellogg
Executive Director
Yolo Community Care Continuum

ATTEST:

_____
Heather Foster
Clerk of the Board

APPROVED AS TO FORM:

_____
David Prentice
County Counsel

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 5, 2016	☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Approval of an agreement for professional services between Sierra County Office of Education and Sierra County.

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

BACKGROUND INFORMATION: This is a renewing agreement that puts resources in the Sierra County Office of Education (SCOE) and minimizes conflicts of retirement contributions for SCOE employees staffing H&HS Friday Night Live Programs.

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5680
AMOUNT: $9,000.00 Annually

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 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: 06.27.16
Date of Board Meeting: 07.05.16
Regarding: Board of Supervisor approval for the Professional Services Agreement between Sierra County Office of Education and Sierra County.

Executive summary:
This funding shift puts resources in the Sierra County Office of Education (SCOE) and minimizes conflicts of retirement contributions for SCOE employees staffing H&HS Friday Night Live Programs.

Background information:
Staffing the Friday Night Live programs for drug and alcohol prevention and youth tobacco abatement and intervention draws upon certified teacher expertise. Due to concerns over double-dipping/contributing to retirement funds, this process addresses those concerns by transferring the funds directly to the Sierra County Office of Education.

Recommendation:
It is recommended that these funds be transferred to the Sierra County Office of Education.

AGREEMENT FOR
PROFESSIONAL
SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and SIERRA COUNTY OFFICE OF EDUCATION (the "CONTRACTOR")

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2016

Termination Date: June 30, 2017

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of Sierra County Human Services is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. The County Superintendent of Sierra County Office of Education is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Business Associate Agreement

9. AGREEMENT DATE. The Agreement Date is July 1, 2016.

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

"COUNTY"

COUNTY OF SIERRA

By_____
LEE ADAMS, CHAIRMAN
SIERRA COUNTY BOARD OF SUPERVISORS

"CONTRACTOR"

_____
DR. MERRILL M. GRANT
COUNTY SUPERINTENDENT
SIERRA COUNTY OFFICE OF EDUCATION

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

1. Contractor shall provide one adult advisor, per chapter, to oversee Friday Night Live (FNL) Prevention Chapters in the school district. These chapters include Friday Night Live (high school age), Club Live (intermediate school age), and Friday Night Live Kids (4th-6th grade age).

2. Contractor will be responsible to comply with the following requirements and assurances:
   a.) Complete and submit a monthly activity log and time sheet to county FNL office each month while school is in session.
   b.) Work towards filling the Memorandum of Understanding (MOU) between the Chapters and the Sierra County Tobacco Program.
   c.) Facilitate a minimum of one chapter meeting per month during the school year.
   d.) Assure that the chapters organize and participate in one environmental prevention project (Road Map) and one chapter sponsored social event each school year. Environmental projects are not required for FNL Kids chapters.
   e.) Provide chapter oversight of co-curricular positive alternative activities.

A.2. TIME SERVICES RENDERED.

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

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

None.

.

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE

The Contractor agrees to invoice Sierra County Prevention for the services provided as stated in A.1 (Attachment A, which invoice be submitted to the County before June 30, 2016.

Payment shall be made by County in a lump sum amount for each of the following activities/programs:.

Friday Night Live (FNL) Downieville
Club Live Downieville
Friday Night Live Kids Downieville
Friday Night Live (FNL) Loyalton
Club Live Loyalton
Friday Night Live Kids Loyalton

In no event shall payments by County to Contractor exceed the sum of $9,000.00 for this contract.

B.2 MILEAGE N/A

B.3 TRAVEL COSTS N/A

B.4 AUTHORIZATION REQUIRED

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

B.5 SPECIAL CIRCUMSTANCES N/A

B.6 MAXIMUM CONTRACT AMOUNT

The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$9,000.00
B.2	Mileage	0
B.3	Travel Costs	0
B.4	Authorization Required	0
B.5	Special Circumstances	0
MAXIMUM CONTRACT AMOUNT		$9,000.00

ATTACHMENT C

ADDITIONAL PROVISIONS

ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

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

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

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

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

X **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars ($2,000,000) per occurrence and with not less than Five Million Dollars ($5,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

__ **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Two Million Dollars ($2,000,000) per incident and Five Million Dollars ($5,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement,

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

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

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

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

D.34 CONFLICT OF INTEREST.

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

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

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

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

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

notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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

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

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

If to "COUNTY":
Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

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

If to "CONTRACTOR":
Sierra County Office of Education
P.O. Box 955
Loyalton, CA 96118

SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into this 1st day of July 2016 by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and Sierra County Office of Education.(referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services)the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:

   a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

   b. If necessary for the proper management and administration of Business Associate or to

carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
- Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall carry comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;

b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County Of Sierra
Department of Health and Human Services
P.O. Box 1019
Loyalton, CA 96118

To Contractor: Sierra County Office of Education
P.O. Box 955
Loyalton, CA 96118

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

"COUNTY"

COUNTY OF SIERRA

_____
Lee Adams, Chairman
Sierra County Board of Supervisors

"CONTRACTOR"

_____
Dr. Merrill M. Grant, County Superintendent
Sierra County Office of Education

APPROVED AS TO FORM:

_____
Heather Foster
Clerk of the Board

ATTEST:

_____
David Prentice
County Counsel

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 5, 2016	☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Approval of an agreement for professional services between Willow Glen Care Center and Sierra County.

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

BACKGROUND INFORMATION: People with serious and persistent mental illness require specialized treatment facilities. This treatment facility is an approved state contractor to provide room, board, medication management and an array of service-coordination duties. This year we have added Seqouia Psychiatric Treatment Center.

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5670, 5671
AMOUNT: $86,920.00 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, Director, Health & Human Services
Reference: Agenda items
Date of memo: 06.28.16
Date of Board Meeting: 07.05.16
Regarding: Board of Supervisor approval of residential treatment provider Willow Glenn Care Center.

Executive summary: This memo is to request approval of contract services for people who are in out-of-home treatment programs.

Background information: People with serious and persistent mental illness require specialized treatment facilities. This treatment facility is an approved state contractor to provide room, board, medication management and an array of service-coordination duties. These duties may include are not limited to: navigating health care systems, managing doctor's visits, documenting habilitation training, etc.

Fiscal Impact: No county general funds are used in this contract.

Recommendation: The Sierra County H&HS Director is recommending that the Board of Supervisors approve this contract.

AGREEMENT FOR
PROFESSIONAL
SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

WILLOW GLENN CARE CENTER
(the "CONTRACTOR")

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2016

Termination Date: June 30, 2017

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

Darden Bynum, LCSW, Director, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Thomas Ortner, Administrator, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice
Attachment F – Business Associates Agreement

9. AGREEMENT DATE. The Agreement Date is July 1, 2016.

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

"COUNTY"

COUNTY OF SIERRA

By_____
LEE ADAMS, CHAIRMAN

"CONTRACTOR"

_____
THOMAS ORTNER, ADMINISTRATOR

CONTRACTOR TAXPAYER I.D. NUMBER

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

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

CONTRACTOR shall provide to clients, referred by county, residential treatment services for mentally disturbed adults pursuant to the laws and regulations of the State of California governing such programs. These services shall be provided at the Contractor's facilities. Contractor shall provide staffing 24 hours per day, seven days per week. Staffing will include all legally required care for clients.

CONTRACTOR agrees to provide County with any reports which may be required by State or Federal agencies for compliance with this agreement.

CONTRACTOR shall maintain statistical records in the manner provided by the State Health and Welfare Agency and make such records available to County as required by County's Director of Behavioral Health Services and the California State Health and Welfare Agency.

CONTRACTOR shall give County clients the same level of care as other patients with similar needs and not discriminate among patients in admission practices, assignment of accommodations, or provision for meals.

A.2. TIME SERVICES RENDERED.

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

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

None

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee for each day a client is placed with and receives services payable at the rate of $155.00 per day at the Willow Glen Care Center and $300.00 per day at the Sequoia Psychiatric Treatment Center. The total payments under this agreement shall not exceed eighty six thousand four hundred twenty dollars and no cents ($86,420.00). CONTRACTOR shall submit requests for payment ("Invoice") on a monthly basis, invoicing for all work completed and delivered to the Auditor prior to the issuance of such Invoice. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within fifteen (15) days after the Invoice is approved and accepted by the Auditor. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $86,420.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE.

B.3 TRAVEL COSTS.

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 $500 with prior 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	$86,420.00
B.2	Mileage	$0
B.3	Travel Costs	$0
B.4	Authorization Required	$0
B.5	Special Circumstances	$500.00
MAXIMUM CONTRACT AMOUNT		$86,920.00

ATTACHMENT C

ADDITIONAL PROVISIONS

Inclusions:

a. Residents must have a qualified mental health diagnosis.

b. Residents must be admitted voluntarily or by a legal guardian/conservator and consent to treatment.

c. Residents must have an emergent or long term mental health need that cannot be treated at a lower level of care.

d. Residents must be free from alcohol or drug use for at least 24 hours prior to entering the program.

e. Residents must be referred from County Mental Health, the Public Guardian (with an LPS conservatorship).

Exclusions:

a. Residents must not be actively dangerous to self or others.

b. Residents must not have a need for higher level of acute psychiatric care.

c. Residents must not have a need for acute medical treatment or nursing care.

d. Residents must not have an active case of communicable tuberculosis.

e. Residents must not have a primary diagnosis of drug or alcohol problems.

Discharge:

Discharge criteria will be determined on an individual basis. The criteria will be determined by the needs of the client in the services review team meeting. The services review team will be comprised of the Program Director, counselor, client and conservator or county representative. The criteria for discharge will be outlined in the client's service plan. The service plan will be created by the counselor and client.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

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

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

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

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

_X_ **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars ($2,000,000) per occurrence and with not less than Five Million Dollars ($5,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

_X_ **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Twp Million Dollars ($2,000,000) per incident and Five Million Dollars ($5,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.34 CONFLICT OF INTEREST.

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

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

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

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

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by

reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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

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

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

If to "COUNTY":
Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

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

If to "CONTRACTOR":
Willow Glen Care Center
1547 Plumas Court
Yuba City, CA

_____
_____
_____

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

Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

Our File No. _____

STATEMENT OF ACCOUNT FOR MONTH OF: _____

TOTAL CURRENT CHARGES:

Date	Description of Service	Rate	Total

Total $_____

_____
Contractor's Signature

Attachment E

SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into on July 1, 2016, by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County") and Willow Glen Care Center, (referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services (the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:

   a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent

with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
- Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall carry comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;

b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County Of Sierra
Department of Health and Human Services
P.O. Box 265
Loyalton, CA 96118

To Contractor: Willow Glen Care Center
1547 Plumas Court
Yuba City, CA

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

"COUNTY"

COUNTY OF SIERRA

By_____
LEE ADAMS, CHAIRMAN

"CONTRACTOR"

_____
THOMAS ORTNER, ADMINISTRATOR

CONTRACTOR TAXPAYER I.D. NUMBER

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

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

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

MEETING DATE: July 5, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Sheriff's Office
APPROVING PARTY: Tim Standley, Sheriff-Coroner
PHONE NUMBER: 530-289-3700

AGENDA ITEM: Resolution Authorizing Sheriff Tim Standley to Sign Radio Communications Agreement for Oregon Peak Repeater Site.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☒Agreement ☐Other
Resolution 2016-025

BACKGROUND INFORMATION:

FUNDING SOURCE: SHSG FY 16
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 2016-____

Approving an agreement between ComSites West LLC and Sierra County Sheriff's Office for Radio/Communication Site License at Oregon Peak-North Tower.

RECITALS

WHEREAS, the Board of Supervisors authorized the expenditure under the 2015 Homeland Security Grant Program under Resolution 2016-025; and

WHEREAS, the Board of Supervisors has allocated $12,000.00 of the Homeland Security Grant towards the associated costs of procuring the license.

NOW, THEREFORE BE IT RESOLVED, that Tim Standley, Sheriff-Coroner, is authorized to sign documents regarding the Agreement Funding Application.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

County of Sierra:

_____
Lee Adams
Chairman of the Board

Attest:

_____
Heather Foster
Clerk of the Board

Approved as to Form:

_____
David Prentice
County Counsel

RADIO/COMMUNICATION SITE LICENSE AGREEMENT

Site: OREGON PEAK – NORTH TOWER

THIS RADIO/COMMUNICATION SITE LICENSE AGREEMENT (the "Agreement") is made and entered into this 1st day of July 2016, (the "Effective Date") by and between ComSites West, LLC (the "Licensor"), and Sierra County Sheriff, a local governmental unit, (the "Licensee") on the terms and conditions set forth herein.

RECITALS

A. Pursuant to that certain Communication Site Land Lease Agreement by and between Licensor and The CHY Company ("Landlord"), dated February 27, 2013, (the "Master Ground Lease"), Licensor is entitled to possession of a portion of that certain real property (the "Property") and of that telecommunications site located thereon including a tower, other improvements and related equipment located at Oregon Peak, near the community of Dobbins, Yuba County, California, APN: 064-260-001 (that portion of the Property and the improvements and related equipment located thereon are herein together referred to as the "Site") and more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

B. Licensee desires to enter into a license agreement with Licensor for the use of a portion of the Site (the "Licensed Premises") to install, maintain and operate radio/communications equipment (the "System"). Licensor desires to grant to Licensee the use of the Licensed Premises, on the terms and conditions set forth herein and on the exhibits and attachments hereto.

NOW, THEREFORE, in consideration of the foregoing and the following mutual exchange of promises and covenants herein, the parties agree as follows:

SPECIFIC TERMS

The following definitions and specific terms shall apply with regard to this Agreement and are referred to herein as the "Specific Terms":

Licensor: ComSites West, LLC

- Notices and correspondence: 200 Litton Dr., Suite 310, Grass Valley, CA 95945
  - Tel: (530) 274-6451; Fax: (530) 274-0411; E-Mail: kchambers@comsiteswest.com
- Payments and accounting: 2555 Third St., Suite 200, Sacramento, CA 95818
  - Telephone: (916) 442-2555; Fax: (916) 442-4239
- Site Management and Site Emergencies: (530) 913-6451
- Sales: (530) 414-4376; E-Mail: charlie@comsiteswest.com

Licensee: Sierra County Sheriff

Licensee's Local Contact: Sheriff-Coroner, Tim Standley
Telephone: 530-289-3700 (office); 530-913-1502(mobile)
E-Mail: timstandley@sierracounty.ca.gov

Licensee's Technical Contact: Perry Studabaker

Telephone: 530-265-5110 (office); 530-305-0742(mobile)
E-Mail: Perry.Studabaker@caloes.ca.gov

Licensee's Addresses For Notice:
P.O. Box 66 / 100 Courthouse Square
Downieville, CA 95936

With a required copy concurrently to Licensee's Legal Department to:
If sent via registered or certified mail to:
Sierra County Clerk-Recorder
P.O. Box Drawer D
Downieville, CA 95936

If sent via nationally recognized overnight courier to:
Sierra County Sheriff's Office
P.O. Box 66
Downieville, CA 95936

Initial monthly "License Rent": Three Hundred Five Dollars ($305) per month (based on "Licensee's Approved Equipment and Frequencies – the System" described at Exhibit A of this Agreement).

Initial monthly "Electrical Power Charge": Included in monthly rent, subject to adjustment as provided in Section 7

"Rent Commencement Date": The earlier of: (i) the date Licensee commences installation of its System in the Licensed Premises; or (ii) the date that is one month after the Effective Date of this Agreement.

Initial Term: Five (5) years beginning on the Rent Commencement Date.

Renewal Terms: Four (4) additional terms of five (5) years each**.** The Initial Term and the Renewal Terms shall be referred to collectively in the Agreement as the "Term".

Installation by Licensor Required: <u>No</u> One-Time Installation Fee: <u>N/A</u>

Master Antenna System Required: <u>Yes</u> One-Time Master Antenna Connection Fee: <u>$4,423.71</u>

Inspection Fee: For all inspections required by Licensor to deem any installation or other work of Licensee at the Site complete and acceptable, Licensee shall pay to Licensor, within fifteen (15) business days of Licensee's receipt of written notice from Licensor, an Inspection Fee in the amount of Eight Hundred Dollars ($800).

One-Time Documentation Fee: Within thirty (30) days following the Effective Date of this Agreement, Licensee shall pay to Licensor, a one-time Documentation Fee of: **<u>N/A ($0.00)</u>**.

Special Terms: Not Applicable

Attachments: Addenda and Exhibits:

Exhibit A: Description of the Property, Site, and Site Access Road; description of Approved Equipment and Frequencies (the "System")
Exhibit B: Master Ground Lease

GENERAL TERMS AND CONDITIONS

1. GRANT OF LICENSE

(A) Licensor hereby grants to Licensee a license to use a portion of that certain real property described as the Site for the purpose of installing, operating and maintaining a radio/communication system of Licensee comprised of certain equipment and frequencies (the "System"; more particularly described at Section 5 below and on Exhibit A attached hereto). The licensed portion of the Site is that portion of Licensor's building actually occupied by Licensee's equipment and associated facilities (the "Building Space"), those portions of Licensor's tower actually occupied by Licensee's equipment and associated facilities (the "Tower Space"), and those portions of Licensor's conduits and other connections between the Building Space and the Tower Space actually occupied by Licensee's equipment and associated facilities (the "Connections", with the Building Space and the Tower Space collectively referred to herein as the "Licensed Premises"; all as described on Exhibit A attached hereto as Licensee's System. Such area shall be for Licensee's exclusive use, subject to the terms and conditions of this Agreement. Licensee shall not use the Licensed Premises for any purpose other than to install, inspect, replace, maintain, repair, remove and operate the System.

(B) Licensor hereby grants to Licensee for and during the Term of this Agreement, a non-exclusive right of ingress to and egress from, subject to the terms of this Agreement and any other rules and regulations reasonably required by Licensor hereafter, the Licensed Premises over an existing road across the Property at which the Site is located (the "Site Access Road"; more particularly described on Exhibit A) solely for the purpose of installing, operating and maintaining Licensee's System. Licensee's Agents (as defined in Section 14 below) shall carry company identification and display the same if so requested. If the Site Access Road is damaged by neglectful use, Licensee shall pay the full cost of repairs to the area or areas of the Access Road so damaged if it can be reasonably shown that such damage was caused by Licensee or any of its Agents. Licensor reserves the right to deny access to the Site to any person for good cause. In the event Licensor installs and maintains a locked gate on the Site Access Road, Licensor shall deliver to Licensee all necessary keys and combinations to facilitate the ingress to and egress from the Licensed Premises by Licensee. Licensee shall keep all gates and exterior doors to the Site and the Licensed Premises and to all improvements located thereon securely closed and locked at all times when not in use. Licensee is aware that the Site Access Road may experience continual use by others not associated with the Site and that said use by others is beyond the reasonable control of Licensor. Licensor shall have no liability if Licensee is unable to access the Licensed Premises because of damage to the Site Access Road caused by others not associated with the Site or by any reason beyond Licensor's reasonable control. Licensee agrees that should the Site Access Road or the Site be unavailable for any reason and/or duration, beyond Licensor's reasonable control, Licensee's duties and obligations, including the payment of fees, shall continue unabated as required in this Agreement, except to the extent such obligations cannot be fulfilled as a result of the lack of access to the Licensed Premises, and in the event such lack of access shall continue for thirty (30) days, Licensee, in accordance with Section 20 herein, may upon written notice to Licensor terminate this Agreement; all provided however, Licensee's rights or Licensee's ability to fulfill its duties and obligations hereunder have been materially affected by the lack of access. Licensor warrants that it has full right, power and authority to grant Licensee the right to use the Site Access Road for ingress to and egress from the Licensed Premises sufficient for Licensee's use as provided in this Agreement.

(C) Licensee, by execution of this Agreement, shall be deemed to have accepted the Site, the Licensed Premises and the Site Access Road in the condition existing as of the date of execution, subject to latent defects and Licensor's obligations under Section 9. Licensee acknowledges that Licensor has not made any representations or warranty as to the suitability of the Licensed Premises for the conduct of Licensee's business. Licensee acknowledges that it has conducted its own due diligence in this regard and is relying solely on its own due diligence.

(D) Upon the execution of this Agreement and a Key Control Agreement, Licensor shall deliver to Licensee all combinations and one (1) set of keys necessary to facilitate Licensee's access to the Licensed Premises. Any keys issued that are in addition to this one (1) set of keys shall require the payment, prior to the issuance of the additional keys, by Licensee to Licensor of a fee, to be determined by Licensor at the time of issuance of the additional keys, to reimburse Licensor for its costs of duplication and delivery of the additional keys. Loss or unauthorized duplication of keys by Licensee shall make Licensee liable, at Licensor's sole discretion, for the cost of re-keying the Site locks.

2. LICENSE TERM

This Agreement shall be effective as of the Effective Date of this Agreement and for the Initial Term stated in the Specific Terms. This Agreement shall automatically be renewed for the Renewal Terms stated in the Specific Terms unless Licensee gives to Licensor written notice of its intent not to renew ninety (90) days prior to the expiration of the Initial Term, or the then-current Renewal Term. Any holding over at the end of the Term shall be on a month-to-month basis subject to the terms and conditions of this Agreement and the right of either party to thereupon terminate this Agreement and the month-to-month tenancy upon thirty (30) days

written notice. Upon expiration, cancellation or termination of this Agreement for any reason, Licensee shall: (i) remove the System and any other property of Licensee from the Site and Licensed Premises at Licensee's sole risk, cost and expense; (ii) deliver the Licensed Premises in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the System within thirty (30) days of Licensee's receipt of written notice from Licensor of the occurrence of such damage.

3. LICENSE RENT

(A) Commencing on the Rent Commencement Date and continuing throughout the then current Initial Term or Renewal Term, Licensee shall pay to Licensor at the address set forth above, the License Rent stated in the Specific Terms set forth above, subject to adjustment as provided herein.

(B) The License Rent is due and payable in advance on the first day of each month and shall be delinquent if it is not received by Licensor by the tenth (10th) day of each month. If the monthly License Rent is not paid when due, then the amount due and unpaid shall bear interest, at the lesser of: (i) ten percent (10%) per annum; or (ii) a lower rate if required by law in the state in which this Agreement is to be performed; in both cases, from ten (10) days after the date due until the date paid. License Rent payable hereunder for any period of less than one (1) month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month.

(C) Commencing on the first anniversary of the Rent Commencement Date and annually thereafter on each anniversary date of the Rent Commencement Date during the Term (the "Increase Date"), the monthly License Rent payable hereunder shall be increased at each Increase Date to the greater of either: (i) the amount that is one hundred three percent (103%) of the License Rent of the immediately preceding month; or (ii) the amount determined by multiplying the License Rent of the immediately preceding month by a fraction in which the numerator shall be the United States Department of Labor, Consumer Price Index, All Urban Consumers – all items (1982-1984=100), for the San Francisco-Oakland-San Jose, California metropolitan area, or any successor index thereto (the "CPI") published for the month which is most recent to the Increase Date and the denominator shall be the CPI published for the same calendar month in the preceding year. The increased License Rent shall be rounded up to the next highest whole dollar amount. Notwithstanding anything in this Section to the contrary, in no event shall the monthly License Rent for the next twelve months from the Increase Date be less than the License Rent of the month immediately preceding the Increase Date.

4. SITE MANAGEMENT

Licensee shall, at its sole expense, install, operate, maintain and repair the Licensed Premises, Licensee's System, all portions thereof, and all additions, modifications and alterations thereto, according to and in compliance with, at all times, all of Licensor's permits and authorizations affecting the Site ("Licensor's Permits), with all applicable laws, ordinances, rules, and regulations, whether now or hereafter enacted or amended, of local, County, State and Federal governmental authorities ("Laws"), and with the engineering standards prevailing in the communications industry ("Industry Standards") and such other reasonable rules, regulations and standards, whether now or hereafter established or modified, by Licensor ("Licensor Standards", with the Industry Standards collectively referred to as the "Site Standards"). In the event of a conflict between the Site Standards and the terms of this Agreement, the terms of this Agreement shall control. Consistent with the terms of this Agreement, Licensor and its appointed representatives (collectively, "Site Managers") have authority over all technical matters including without limitation, construction, installations, safety and the application, administration and adherence to the Site Standards.

5. SYSTEM - LICENSEE'S EQUIPMENT AND FREQUENCIES

(A) Licensee shall, at its sole expense, have the right to install, maintain, operate and repair the equipment and frequencies described in Exhibit A, attached hereto (the "System"). Said equipment shall remain, except as otherwise provided herein, the sole property of the Licensee and shall be removed from the Licensed Premises at Licensee's expense upon the expiration or termination of this Agreement.

(B) The location and manner of installation of the equipment listed in Exhibit A, and any additions thereto, as provided for below, are subject to the prior approval of Licensor and its Site Managers, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee shall submit to Licensor and its Site Managers its scope of work requirements in the form defined in the Site Standards for the installation of equipment within a reasonable period of time (but in no event less than thirty (30) days) prior to any planned or subsequent modification to Licensee's System (except for routine repair or maintenance) or installation of equipment additional thereto. Licensee shall install the System, at its sole expense, under the supervision of Licensor or its Site Managers and pay Licensor an installation Inspection Fee, as and pursuant to the terms set forth in the Specific Terms. In no event shall Licensor's

inspections, approvals or acceptances of any plans, specifications, installations or other work of Licensee at or related to the Site be deemed a representation or warranty as to their design, workmanship, materials or construction or as to their compliance with any applicable Laws, standards or governmental requirements. Not less than ten (10) days prior to the commencement of Licensee's initial installation or any subsequent modifications to Licensee's System (except for routine repair or maintenance) or installation of any additional equipment thereto, Licensee shall coordinate the same with Licensor and its Site Managers.

(C) No equipment or frequencies other than those listed herein in the Specific Terms and Exhibit A shall be installed and/or operated by or on behalf of Licensee except as provided herein. Should Licensee (i) propose to make changes (which shall not include routine repair and maintenance) that are deemed, in the reasonable opinion of Licensor, to be in excess of a like-kind replacement of the equipment listed in Exhibit A, or a like portion thereof; or (ii) make changes to the frequencies listed in the Specific Terms provisions set forth above; or (iii) install any equipment, antennas or associated facilities in addition to the equipment listed in Exhibit A, ((i) through (iii) collectively referred to as "Additional Facilities"), Licensee must first obtain Licensor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, Licensor expressly reserves the right to condition its consent to such changes upon the following:

(1) If Licensor determines that the Additional Facilities may have an adverse impact on the structural integrity of the tower, then Licensee, at its sole expense, shall have an engineering study performed on the tower with an engineering firm approved by Licensor and shall have all improvements required, pursuant to that study, to permit the installation of the Additional Facilities performed;

(2) The Additional Facilities and their respective frequencies shall not interfere with or otherwise hinder Licensor or the then-in-use operations of any licensees, tenants, partners, assignees, grantees, or affiliates of Licensor on, in or about the Licensed Premises, the Site or any buildings, structures, facilities or other improvements thereon and existing at the time Licensee provides written notice to Licensor for the Additional Facilities;

(3) A mutually agreed upon increase in the License Rent set forth in Section 3 above; and,

(4) The Additional Facilities and their respective frequencies shall be subject to the same terms and conditions as set forth herein for the System and any additional terms and conditions to be mutually agreed upon between Licensor and Licensee.

6. FREQUENCY INTERFERENCE

(A) During the Term of this Agreement, Licensee agrees to use equipment of the type and design and in a manner that will not cause interference to Licensor, Landlord or the other licensees of each on the Site. Licensee further agrees to maintain all its equipment to operate within the manufacturers and FCC specifications and in compliance with the Site Standards, including any amendments thereto, and to make no material changes in or to its equipment, frequency or frequencies without the prior written approval of Licensor, as set forth in Section 5 above.

(B) If Licensee causes or permits interference in breach of its obligations under 6(A) above, Licensee shall, at its sole expense, take all reasonable steps necessary and within its control to correct or eliminate such interference. If such interference cannot be corrected to the reasonable satisfaction of the party that has been interfered with within seven (7) days of Licensee's receipt of written notice from Licensor of such interference, Licensor may, in its sole discretion, either require that Licensee cease (or cause the cessation of) operation of the interfering equipment and terminate this Agreement due to an event of Default in accordance with Section 20(A)(1) herein or require that Licensee cease (or cause the cessation of) operation of the interfering equipment until such interference can be so corrected at which time the operation of such equipment may resume.

(C) Licensor shall include provisions substantially the same as the provisions of this Section 6 in all of its future licenses permitting use of the Site for telecommunications purposes, and shall use commercially reasonable efforts to require all of its current and future licensees on the Site to comply with such provisions. If any equipment of Licensor's other licensees at the Site causes interference which materially and adversely affects Licensee's System or the operations of Licensee at the Site and such interference cannot be corrected to the reasonable satisfaction of Licensee within thirty (30) days of Licensor's receipt of written notice of such interference from Licensee, Licensee may, in its sole discretion, immediately terminate this Agreement upon written notice to Licensor.

7. UTILITIES; EMERGENCY POWER

(A) UTILITIES. Licensee shall have the right during the Term of this Agreement to permanently place, at its sole expense, separately metered utilities (power and telephone), in locations approved by Licensor, on or across the Site in order to service the Licensed Premises and shall pay all costs of its usage associated therewith. Licensor does not guarantee the performance, or effect, of utility services supplied by local utility companies or through Licensor's utility connections and equipment on Licensee's System and neither Licensor nor its Site Managers shall be liable to Licensee for any damages resulting from the supply or condition, or any failures or deficiencies thereof or therein, of any utility services secured by or supplied to Licensee from local utility companies whether or not such is supplied through Licensor's utility connections and equipment.

(B) EMERGENCY BACK-UP POWER. In the event Licensor makes available to Licensee emergency electrical power for Licensee's System through a back-up generator system supplied by Licensor, Licensee shall pay all costs of its power usage associated therewith and shall receive such power pursuant to such other terms and conditions stated in the Specific Terms set forth above and this Section. Licensor does not guarantee the performance, or effect, of power supplied by the back-up generator system on Licensee's System and neither Licensor nor its Site Managers shall be liable to Licensee for any damages resulting from the supply or condition, or any failures or deficiencies thereof or therein, of any electrical power secured by or supplied to Licensee from the back-up generator system. Licensee shall have the right to operate, in accordance with all applicable state, federal and local laws and/or regulations, a portable self-contained generator for supplying temporary electrical power to Licensee's System during emergency periods; provided however, the size and placement of such generator shall be subject to Licensor's prior approval, which approval will not be unreasonably withheld, conditioned or delayed.

8. ALTERATIONS

(A) Licensee shall not make any additions, alterations or structural improvements to, upon, nor within the Licensed Premises, the Site or any buildings, structures, facilities or other improvements thereon without Licensor's specific prior written consent, which consent shall not be unreasonably withheld. Licensor expressly reserves the right to condition its consent to all such alterations upon the following:

(1) Licensee provides to Licensor reasonably detailed plans and specifications for Licensor's review and approval detailing any proposed alteration(s);

(2) If Licensor reasonably determines that the alteration(s) may have an adverse impact on the structural integrity of the tower, the Licensed Premises and/or the Site, then Licensee, at its sole expense, shall have an engineering study performed on the tower, the Licensed Premises and/or the Site (as the case may be) with an engineering firm approved by Licensor and shall have all improvements required, pursuant to that study, to permit the installation of the alteration(s) performed;

(3) The alteration(s) shall not interfere with or otherwise hinder the operations of Licensor or any prior-existing licensees, partners, assignees, grantees, or affiliates of Licensor on, in or about the Licensed Premises, the Site, or any buildings, structures, facilities or other improvements thereon;

(4) A mutually agreed upon increase in the License Rent set forth in Section 3 above; and,

(5) The alteration(s) shall be made at the sole expense of Licensee and shall be subject to all of the terms and conditions of this Agreement and any additional terms and conditions to be mutually agreed upon between Licensor and Licensee.

(B) Within 60 days after completion of any alteration, Licensee shall furnish to Licensor "as built" drawings, plans, blueprints, and exhibits associated with Licensee's plans and, as applicable, all such documentation is to be engineered certified as filed with all applicable governmental agencies.

(C) During the Term of this Agreement, and any extension thereof, title to said Licensee provided alterations, unless specifically excepted elsewhere herein, shall vest and remain with Licensee and/or Licensee's assignees as may be authorized by Section 21 herein. Subject to Section 35 below, upon the expiration, termination or vacating of this License, title to said alterations shall pass to Licensor at no cost to Licensor.

9. MAINTENANCE OF SITE, LICENSED PREMISES AND SITE ACCESS ROAD

Licensee shall, at its sole expense during the Term of this Agreement, timely protect, maintain, repair and keep the Licensed Premises and all installations, improvements, alterations and additions made by, or on behalf of, Licensee related thereto, along with all fixtures and equipment of Licensee associated therewith, that are in any way connected with Licensee's use or performance under this Agreement, in good and structurally sound order and condition, in a manner so as to not detract from the appearance of the Site and the Property and to avoid and prevent damage to or destruction of the Licensed Premises, the Site, the Property or any buildings, structures or improvements thereon, and in compliance with all Laws and the CUP. Licensee shall, at its sole expense and to the reasonable satisfaction of Licensor, promptly repair all damage to the Licensed Premises, the Site, the Property and any equipment, buildings, structures, facilities or other improvements thereon, including any surface thereof, caused by Licensee, its contractors or the Agents of each and arising from the installation, operation, maintenance, repair, removal or replacement of Licensee's System, including all alterations, modifications or additions thereto. Licensee shall not cause, maintain nor permit any nuisance in, on or about the Licensed Premises or the Site nor permit the Site or the Licensed Premises to be used for any purpose which will in any way violate any Laws.

Licensor shall, at Licensor's sole expense during the Term of this License, timely protect, maintain, repair and keep the Site and the Site Access Road, in good and structurally sound order and condition and in a manner that complies with all applicable Laws. Upon presentation of written notice from Licensor, Licensee agrees to pay, in proportion with the other licensees at the Site, its pro-rata share, as reasonably determined by Licensor and described in said notice together with reasonable supporting documentation, of the costs incurred by Licensor subsequent to the Effective Date of this Agreement for maintaining the Site and the Site Access Road. Licensee shall be responsible for any additional repair costs beyond normal maintenance arising in any manner from the use of the Site and the Site Access Road by Licensee or its contractors or the Agents of each.

10. TAXES

Licensee shall be liable for and shall pay all applicable taxes, fees and governmental assessments, when the same become initially due, levied against the equipment, personal property and improvements owned, leased or operated by it or otherwise directly associated with Licensee's use of the Site or Licensed Premises, including all of Licensee's System. Licensee shall have no liability for the real property taxes on the Site and Licensor shall pay all such real property taxes prior to delinquency; provided however, upon presentation of written notice from Licensor, Licensee shall reimburse Licensor for any increases in such real property taxes, as reasonably determined by Licensor and described in said notice together with reasonable supporting documentation, that are assessed as a direct result of Licensee's installations at or additions, alterations or improvements to the Site or the Licensed Premises.

11. COMPLIANCE WITH LAWS

Licensee, at its sole expense, shall at all times comply with all Laws.

12. TERMINATION IN THE EVENT OF CASUALTY OR CONDEMNATION

(A) CASUALTY. In the event of any damage to or destruction of the Licensed Premises or the Site, or any lesser portions thereof, or of any improvements located thereon, which renders the Licensed Premises or the Site unusable or inoperable or renders communications therefrom impracticable, Licensor and Licensee shall have the right, but not the obligation, to terminate this Agreement by giving written notice to the other party within thirty (30) days after such damage or destruction. If neither party so terminates this Agreement: (i) the License Rent payable hereunder shall, for any period during which Licensee's use is interrupted to make repairs, be reduced or abated in the proportion that the loss in Licensee's use of the Licensed Premises bears to the level of Licensee's use prior to such damage or destruction; and (ii) the parties shall, within a reasonable period, make suitable repairs to the Licensed Premises necessitated by any such damage or destruction to the extent and only upon the receipt of any associated insurance proceeds and shall be entitled to use any and all such insurance proceeds to pay for such repairs. In no event shall either party be obligated to repair any casualty or other damage or destruction to the Licensed Premises and/or the Site, whether or not covered by their respective casualty insurance, if any.

(B) CONDEMNATION. Licensee acknowledges that Licensee has no property interest in either the Site or the Licensed Premises, having been granted only the use of the Licensed Premises and access thereto over the Site. If a condemning authority takes all or a portion of the Licensed Premises or the Site, which in Licensee's reasonable opinion is sufficient to render the Licensed Premises unsuitable for Licensee's use, then this Agreement shall terminate as of the date when possession is delivered to the condemning authority. All condemnation proceeds attributable to the Site, the Licensed Premises, and the value of the estate created by this Agreement shall belong solely to Licensor. Provided that Licensor's award for the Site and the Licensed Premises is not decreased by such action, Licensee may separately claim against the condemning authority for just compensation for the value of Licensee's

System (including all additions thereto), Licensee's moving expenses, prepaid License Rent, and business dislocation expenses. Sale of all or part of the Site by Licensor to a purchaser with the power of eminent domain, in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

13. LICENSOR'S ACCESS

In an emergency, including but not limited to, fire, loss of emergency services communications, or property damage, Licensee shall, within a commercially reasonable period of time, take any commercially reasonable action necessary to eliminate any hazard related thereto, caused or contributed by Licensee's equipment. Licensor and/or Site Managers shall also, upon 24 hours advance notice to Licensee, be entitled to enter the Licensed Premises and have access, while in the presence of a representative of Licensee, to the Licensed Premises and Licensee's System for any purpose related to Site operations.

14. INDEMNIFICATION/LIABILITY

(A) Licensee shall exonerate, hold harmless, indemnify and defend (with counsel reasonably approved by Licensor) Licensor, its Site Managers, Landlord and their respective owners, partners, officers, directors, employees, affiliates, independent contractors and invitees (collectively "Agents"), from any and all expenses, claims, suits, liabilities, damages, losses, causes of action for damages, including costs and attorney's fees, or other obligations (each a "Claim" and collectively "Claims"), which may result from, but not limited to, any injury to or the death of any person, or any damage to any property, to the extent that any such Claim arises out of or is attributable to or results from the acts or omissions of Licensee or Licensee's Agents arising in connection with Licensee's use of or access to the Licensed Premises as contemplated by this Agreement, except to the extent any such Claim is caused by the gross negligence or willful misconduct of Licensor, its Site Managers, Landlord or the Agents of each. Said obligation to defend Licensor, its Site Managers, Landlord and their respective Agents accrues immediately upon commencement of a claim, lawsuit, arbitration proceeding, administrative proceeding, and/or any other legal proceeding of any kind and nature against Licensor, its Site Managers, Landlord or their respective Agents. This indemnity provision is not intended to and shall not in any way limit the extent of any insurance coverage available to Licensor, its Site Manager, Landlord and their respective Agents under any insurance policy purchased and maintained by Licensee.

(B) Licensor and its Site Managers shall have no liability to Licensee or anyone claiming under or through Licensee: (i) for any injury, inconvenience, loss or damage to Licensee or its Agents caused by failure of equipment, or the malfunctioning or interruption of any service, utility, facility, or installation supplied by Licensee, or by Licensor, its Site Managers or the Agents of each, or by any other person; or (ii) for the making of any alteration of or improvement or repair to the Licensed Premises, the Site or Licensor's or Site Manager's equipment located in or on the Site, whether required by any governmental agency, or due to casualty, or for any other reason; or (iii) for any other action or inaction taken by Licensor, its Site Managers or any of their respective Agents; except in the case and to the extent such injury, loss or damage was caused by Licensor's or its Site Manager's gross negligence or willful misconduct.

(C) Notwithstanding anything to the contrary in this Agreement, Licensee and Licensor hereby waive the right to recover incidental, special, consequential (including lost profits), or similar damages and the multiplied portion of any damages.

15. INSURANCE

Licensee at Licensee's sole expense, shall procure from a reputable company or companies authorized to conduct business in the State of California (having a rating of not less than "A-VIII or better" in the most recent edition of Best's Insurance Guide) and maintain throughout the term of the Agreement: (i) Commercial General Liability insurance including coverage for bodily injury, death, and property damage, with coverage limits of at least Two Million Dollars ($2,000,000) per occurrence (coverage for which over the base policy limits may be satisfied with an umbrella or excess liability policy) for damage to any property and for bodily injury to or death of any person (in the event any tower climbing work is to be performed, coverage shall additionally include an umbrella policy in an amount of at least Five Million Dollars ($5,000,000) and shall provide that no exception is made for tower related activities); (ii) Automobile Liability insurance with coverage limits of at least Two Million Dollars ($2,000,000) combined single limit per occurrence (coverage for which over the base policy limits may be satisfied with an umbrella or excess liability policy) for damage to any property and for bodily injury to or death of any person; (iii) Worker's Compensation coverage with limits as required by the Labor Code of the State of California and Employers Liability limits of at least One Million Dollars ($1,000,000) per occurrence; and (iv) in the event professional services are to be performed, Professional Errors and Omissions Liability Insurance with limits of at least One Million Dollars ($1,000,000.00) per occurrence. All such insurance: shall insure against all liability of Licensee and its Agents arising out of and in connection with the use of the Licensed Premises or the Site by Licensee and Licensee's Agents, all as provided for herein; shall be primary as respects Licensor, its Site Managers, Landlord, the respective Agents of each and the specified additional insureds of

Licensor such that any insurance maintained by Licensor, its Site Managers, Landlord, the respective Agents of each and the specified additional insureds of Licensor shall be excess of and non-contributory with that of Licensee; shall insure performance by Licensee of the indemnity provisions of Section 14 herein; shall contain cross-liability endorsements; and shall provide that the issuing insurance company waives all right of recovery by way of subrogation against Licensor, its Site Managers, Landlord, the respective Agents of each and the specified additional insureds of Licensor in connection with any Claim covered by such policies. Licensor, its Site Managers, Landlord, the respective Agents of each, and any other parties that Licensor may reasonably specify shall be named as additional insureds and evidenced as such by endorsement to the policy or policies of Licensee for which such endorsement is available and on forms acceptable to Licensor that include, without limitation, the provision of coverage to all additional insureds for the ongoing and completed operations of Licensee. Upon the full execution of this Agreement, and thereafter throughout its Term, Licensee agrees to provide to Licensor, its Site Managers and Landlord current Certificates of Insurance with supporting documentation (i.e. specific endorsements, blanket endorsements or sample policy coverage form) evidencing all insurance coverages and requirements herein. All such Certificates shall expressly provide that insurers shall endeavor to provide reasonable prior written notice to all insureds, and additional insureds, in the event of non-renewal or cancellation of the coverage evidenced by such Certificates. In addition to the insurance required herein, if Licensee hires any third party to perform any work for or on behalf of Licensee at or relating to the Licensed Premises or the Site, Licensee shall require all such parties, prior to entry onto or commencing any such work at the Licensed Premises or the Site, to procure and maintain all insurance coverages as described above, satisfy all of the requirements therefor as stated herein, and deliver to Licensor a completed and fully executed original of Licensor's standard form of Third Party Qualification Package.

Licensee shall have the right to self-insure with respect to any of the insurance requirements required under this Agreement. In the event that Licensee elects to self-insure with respect to any of the insurance requirements required under this License, License shall submit to Licensor written statement signed by a duly authorized representative of Licensee certifying and evidencing that Licensee's self-insurance program is in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this Agreement.

16. QUIET ENJOYMENT

Licensor covenants and agrees that, subject to Licensee's paying the License Rent, and all other amounts due under this Agreement, on a timely basis and Licensee's observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee under this Agreement, Licensee shall be entitled to quiet enjoyment of the Licensed Premises during the Term of this Agreement. Licensee may, at Licensee's sole expense, and with no obligation on the part of Licensor, obtain for the benefit of Licensee a non-disturbance agreement from any present and/or subsequent ground lessor, mortgagee or holder of a deed of trust encumbering the Site.

17. COLLECTIONS

In the event Licensee is in default under the terms of this Agreement following notice and beyond any applicable cure period, Licensor may take such lawful collections actions it deems necessary, including, without limitation, the disconnection or removal and storage of any and all of Licensee's equipment located on the Site. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost or expense reasonably incurred by Licensor in recovering the License Rent or other fee or charge. No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement. Licensor shall accept any such partial payment for the account of Licensee.

18. GOVERNMENTAL APPROVALS; PERMITS

(A) Licensee shall, at its own expense, undertake all commercially reasonable and good faith efforts to obtain and maintain throughout the Term of this Agreement all government and third party licenses, permits, approvals and authorizations required for its use of the Licensed Premises and for the installation, operation, maintenance and repair of Licensee's System, including any modifications, alterations or additions thereto (collectively, the "Governmental Approvals"). Licensee warrants that, prior to any installation, maintenance, repair and commencement of operation of Licensee's System, including all additions and alterations thereto, Licensee shall have obtained all such Governmental Approvals and upon written request of Licensor shall timely provide copies thereof to Licensor.

(B) In the event that any Governmental Approval is terminated or withdrawn, for any reason beyond Licensee's reasonable control, by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor

may terminate this Agreement. In the event that this Agreement is not so terminated, Licensee may elect to install or continue to operate Licensee's System at its sole cost and risk. Licensee understands and agrees that, in the event of a governmental or legal order requiring the removal of Licensee's System from the Site or the removal of any buildings, structures, facilities or other improvements at, upon or within the Licensed Premises or the Site, or of any additions, alterations or structural modifications thereto, required solely to accommodate Licensee's System, Licensee shall do so promptly and at its sole cost and expense.

(C) Licensor agrees to cooperate with Licensee, at Licensee's sole cost, in obtaining the Governmental Approvals, and without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents reasonably required in connection with obtaining the Governmental Approvals; provided, however that such cooperation shall in no event require Licensor to expend any funds that are not reimbursed by Licensee or undertake any liability or obligation in connection with such cooperation. Furthermore, in no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Site or Licensor's current or future use or ability to license space at the Site as part of or in exchange for obtaining any such Governmental Approvals.

19. DEFAULT

A "Default" is defined as a failure by either party to observe, comply with or perform any of the terms, covenants or conditions applicable to a party under this Agreement. In the event of a Default, but where a grace period for cure after notice is specified herein and the failure by the defaulting party to cure such Default prior to the expiration of the applicable grace period occurs, the other party shall be entitled to pursue the following:

(A) Terminate this Agreement in accordance with Section 20 below; and/or

(B) Undertake, after written notice to the defaulting party, performance of the unperformed obligation or omission and receive, from the defaulting party, reimbursement for the reasonable cost of such performance within thirty (30) days after written notice thereof.

20. TERMINATION

(A) This Agreement may be terminated without further liability on thirty (30) days prior written notice under any of the following conditions:

(1) By either party: if the other party Defaults under this Agreement and such Default is not cured within thirty (30) days after the defaulting party receives notification from the non-defaulting party; provided, however, that if the nature of such Default is such that the same cannot reasonably be cured within said thirty (30) day period, the party against which the Default is claimed shall not be deemed to be in default and this Agreement shall not terminate if that party, within said period, commences measures reasonably likely to cure such Default and thereafter diligently prosecutes the same to completion.

(2) By Licensor:

(a) if the License Rent or any other amounts due under this Agreement remain unpaid for ten (10) days after written notice that any of such amounts are overdue; or

(b) if Licensee files a petition under any section or chapter of the federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or Licensee becomes the subject of any involuntary bankruptcy, receivership or liquidation proceedings under any such laws, which is not discharged within sixty (60) days, or is adjudged bankrupt or insolvent.

(B) Upon any termination of this Agreement all duties, rights and obligations of the parties under this Agreement shall terminate except:

(1) Either party's right to any amounts payable hereunder and to receive said amounts within thirty (30) days after written notice thereof;

(2) The rights and obligations provided for in this section and any indemnification obligations provided for elsewhere in this Agreement and relating to activities occurring prior to the termination of this Agreement;

(3) The obligation of both parties to fully and faithfully perform all of the terms, covenants and conditions of this Agreement with respect to activities occurring prior to the termination of this Agreement; and

(4) Any and all duties and obligations of both parties that, in accordance with this Agreement, specifically survive any termination or expiration of this Agreement.

(C) No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment as partial payment for the account of Licensee, without prejudice to Licensor's right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

21. ASSIGNMENT

(A) Licensee shall not sublet or sub-license all or any portion of the Licensed Premises, all or any portion of its interest in this Agreement, nor all or any portion of it rights or obligations under this Agreement and shall not allow any third party to install or operate any equipment at the Licensed Premises without the express prior written consent of Licensor, which consent may be granted or withheld in the sole and absolute discretion of Licensor.

(B) Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the Licensed Premises (collectively, "Transfer") without the prior written consent of Licensor, which consent may be granted or withheld in the absolute discretion of Licensor. Any Transfer or attempted Transfer without Licensor's prior written consent shall be void, and shall constitute a Default under this Agreement. Upon such assignment and consent, Licensee shall be relieved of all liabilities and obligations hereunder occurring thereafter and Licensor shall look solely to the assignee for performance under this Agreement and all obligations hereunder; provided however, Licensee shall not thereby be relieved of liability for any Default by Licensee with respect to an obligation of Licensee arising under this Agreement and based on events occurring prior to the assignment, and further excepting any and all duties and obligations of Licensee that may otherwise be provided under the terms of such consent.

(C) Notwithstanding the foregoing, Licensee shall have the right to assign this Agreement, with Licensor's consent (that shall not be unreasonably withheld), to any entity resulting from merger or consolidation with Licensee, or to any partnership in which Licensee, the general partner of Licensee, or any entity which controls, is controlled by, or is under common control with the general partner of Licensee, is a general partner, or to any person or entity which acquires substantially all of Licensee's assets, provided that such assignee or transferee specifically assumes in full all of Licensee's obligations under this Agreement.

(D) Any assignment: (i) shall be void if, at the time of the assignment, Licensee is in any breach of any condition under this Agreement; (ii) shall be subject to the provisions of this Agreement; and (iii) shall bind all assignees or transferees by the terms and conditions of this Agreement and any consent required under this Section 21.

(E) In the event of any Transfer, Licensee shall pay Licensor's reasonable out-of-pocket legal and administrative fees incurred in connection with such Transfer.

(F) In the event of the breach by Licensee of any of the provisions of this Paragraph 21, Licensor, at its sole option, may terminate this Agreement effective immediately upon not less than thirty (30) days' prior written notice to the Licensee.

22. TRANSFER OF SITE BY LICENSOR

Licensor may sell, exchange, transfer, and/or assign, any or all, in whole or in part, of Licensor's interests in the Licensed Premises, the Site, and/or this Agreement (a "Licensor Transfer"). In the event of any Licensor Transfer, Licensor shall be entirely free and relieved of all liability under any and all of the Sections and obligations in or derived from this Agreement arising out of any act, occurrence, or omission relating to the Licensed Premises, the Site or this Agreement occurring after the consummation of such Licensor Transfer, provided that the transferee shall thereby fully assume Licensor's rights, duties, and obligations as specified in this Agreement.

23. NOTICES

All statements, notices or communications which either party may desire or be required to give to the other, shall be in writing, with proof of delivery available upon request, shall be addressed to, as applicable, the Licensor or the Licensee at the address

shown in the Specific Terms, and shall be deemed to have been delivered, given, and received for all purposes upon: (i) delivery if delivered by hand or overnight courier to the party to whom the same is directed, or (ii) three (3) business days after being deposited in the U.S. mail, as certified or registered mail, postage and charges prepaid. Either party may, by giving notice to the other in the manner provided herein, change its mailing address.

24. MUTUAL CONSENT

Wherever in this Agreement the consent or approval of Licensor or Site Manager and/or Licensee is required, it is agreed that such consent or approval shall not be unreasonably withheld, conditioned or delayed, and will be promptly considered, unless otherwise specified herein.

25. ATTORNEYS' FEES

In the event that legal action is instituted to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred from the losing party.

26. WAIVER

No waiver of any default or breach of performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

27. MODIFICATION

This Agreement shall not be varied or modified in any way, except by an instrument in writing, executed by the parties hereto.

28. GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of California applicable to agreements made and entirely performed therein. Venue in any action on this Agreement shall be in the state courts of **Sacramento County, California** or the federal courts for the Northern District of California. If there is a conflict between the terms stated in the Specific Terms, exhibits and attachments hereto and the terms in the body of the Agreement, the terms in the Specific Terms, exhibits and attachments will control.

29. PARTIAL INVALIDITY

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall not be affected thereby and shall remain in full force and effect to the greatest extent permitted by law and shall in no other way be affected, impaired or invalidated.

30. SUCCESSORS

This Agreement shall inure to the benefit of and be binding upon the heirs, successors and legal representatives of the parties hereto.

31. CAPTIONS

The captions or headings of Sections of this Agreement are provided for convenience only, and shall not be of any force or effect in construing any provision of this Agreement.

32. SUPERSEDING AGREEMENT

This Agreement, and all documents, instruments and exhibits referred to herein, contain the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes all prior arrangements and understandings between the parties, and no other agreement, statement, nor promise made by either party hereto which is not contained herein shall be binding nor valid.

33. HAZARDOUS MATERIALS

(A) Licensee agrees to abide by all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, whether now or hereafter enacted, promulgated or amended, pertaining to the protection of human health and/or the environment, as such apply to Licensee's access to the Site, use of the Licensed Premises and operations of Licensee's System.

(B) Licensee shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Licensed Premises or the Site by, or on behalf of, Licensee or its Agents, except: (i) fuels, lubricants and other materials properly used in vehicles used to access the Site; (ii) batteries in type and configuration approved by Licensor or its Site Manager; (iii) freon used for coolant systems; (iv) reasonable amounts of cleaning supplies or materials properly and usually used with Licensee's System; and (v) other hazardous materials with the prior written consent of Licensor, which consent shall not be unreasonably withheld so long as Licensee demonstrates to Licensor's reasonable satisfaction that such hazardous material is necessary to Licensee's use of the Licensed Premises.

(C) Licensee agrees that any hazardous material permitted on the Licensed Premises and the Site and all containers therefore shall be inventoried, handled, used, maintained, kept, stored and disposed of in a manner that complies with all applicable federal, state and local laws and regulations, whether now or hereafter enacted or amended, pertaining to any such hazardous material, and shall not cause public or private nuisance or trespass.

(D) Upon termination of this Agreement, Licensee, at its sole cost and expense, shall remove in the manner required by law any storage tanks and containers and all hazardous materials located upon the Property, the Licensed Premises, the Site Access Road and the Site solely as a result of the actions of Licensee or Licensee's Agents.

(E) As used herein, the term "Hazardous Material" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and all regulations, promulgated or amended from time to time, thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), as amended from time to time, and all regulations, promulgated or amended from time to time, thereunder; (c) any oil, petroleum products, and their by-products; and (d) any substance which is or becomes regulated by any federal, state or local governmental authority as a hazardous material. Any substance which is exempt from regulation under the definitions or exemptions in any of the statutes, regulations or ordinances referenced herein is excluded from the provisions of this Agreement.

(F) Licensee agrees to indemnify and hold harmless Licensor, Site Manager and the Agents of each from and against any Claims arising out of the failure of Licensee or its Agents to comply with any provision of this Section or from any Claims arising from Licensee's or its Agents' use, handling, storage, maintenance, or disposal of any hazardous material on the Property, the Licensed Premises, the Site Access Road, and the Site. The indemnification provided herein shall include, but not be limited to, all costs of any work to abate any hazardous waste condition resulting from Licensee's or its Agent's actions or inactions, and all sums paid for settlement of Claims, attorneys' fees, consultant and expert fees connected therewith. This indemnification does not extend to hazardous materials present on the Site and/or Licensed Premises solely as a result of Licensor's, its Site Manager's or their respective Agent's actions or to any pre-existing condition on the Site.

The covenants contained in this Section 33 shall survive the termination of this Agreement.

34. NO SMOKING REQUIREMENT

No smoking to, from or at or near the Site will be permitted outside a vehicle and all smoking material and matches must be placed in the vehicle's ash tray. Licensee's Agents are to be notified of this condition by the Licensee.

34. SURRENDER OF LICENSED PREMISES

(A) At the expiration or earlier termination of this Agreement, Licensee shall, at its sole cost and expense, surrender the Licensed Premises and the Site and convey title, at no cost to Licensor, to all structures, alterations, additions and improvements as provided for herein, not required to be removed pursuant to this Section 34, to Licensor; provided, however, that Licensee shall, at its sole cost and expense, (i) deliver to Licensor all keys provided to Licensee pursuant to this Agreement to facilitate Licensee's access to the Licensed Premises, (ii) remove from the Licensed Premises and the Site all of Licensee's System (including all additions thereto), any or all portions of, additions to or alterations of the Licensed Premises or the Site (in any way connected with Licensee's use or performance under this Agreement) designated by Licensor, at its option and in its sole discretion, and all hazardous materials installed, made, brought, stored, or used by or on behalf of Licensee on or to the Property, the Licensed Premises, the Site Access Road, the

System, or the Site during the Term of this Agreement, and (iii) repair any damage to the Property, the Licensed Premises, the Site Access Road, the structures, alterations, additions and improvements, as provided for herein, not removed pursuant to this Section 34, and the Site arising out of, or in any way connected with, the performance of Licensee and Licensee's Agents under this Agreement to the same or as good a condition as existed on the day of Licensee's entry thereof under this Agreement, reasonable wear and tear and damage by fire or other casualty not caused by Licensee excepted.

(B) Any and all such removal and repair activity shall be: (i) accomplished without interference or hindrance to or with the operations of Licensor and Licensor's other users of the Site; (ii) inclusive of the prompt reimbursement by Licensee to Licensor or Licensor's other users of the Site for any damage done to its or their respective property in connection with such removal; and (iii) completed within forty-five (45) days after the date of such expiration or earlier termination.

(C) Licensee will deliver written notice to Licensor forty-five (45) days in advance of voluntarily surrendering the Licensed Premises and of its intent to undertake any such removal and repair activity (the "Surrender Notice"). Failure by Licensee to either timely deliver the Surrender Notice or to complete all of its removal and repair activity or to complete any other then uncompleted obligation of Licensee under this Agreement shall permit Licensor to: (i) seize and/or remove portions or all of Licensee's System from the Licensed Premises, store the same at Licensee's expense and re-license the Licensed Premises all without prejudice to any other remedies Licensor may have provided for herein or by law; and (ii) charge the License Rent, as provided for in Section 3, until Licensee completes its removal and repair activity and/or any other of its then uncompleted obligations. Any damages occasioned by such removal by Licensor are expressly waived by Licensee. Any equipment so seized and/or removed will be returned to Licensee upon payment in full of all storage costs, and other costs or expenses reasonably incurred by Licensor in connection with such removal, and all past due License Rents and Electrical Power Charges and any other amounts due under the Agreement. If within thirty (30) days of such equipment removal, Licensee has not requested the return of its equipment and paid all sums owed, then Licensor may exercise all rights of ownership over such equipment including the right to sell same and retain possession of any sale proceeds, notwithstanding Section 5(A) above.

(D) Licensor may, at its option, waive its requirement that Licensee remove any portions or all of its System (including all additions thereto) and its additions to, or alterations of, the Licensed Premises or the Site. Such permission must be obtained in writing from Licensor within thirty (30) days of Licensor's receipt of Licensee's Surrender Notice, wherein such waiver is requested. Such improvements not required to be removed shall be accepted by Licensor in their AS-IS condition at the time of transfer, without any representation or warranty by Licensee as to the improvement's design, workmanship, materials or construction; provided however, that during the Term of this Agreement, Licensee has fully and faithfully performed the obligation, as otherwise provided in this Agreement, to maintain and repair such improvements. In the event Licensor does not grant such waiver, Licensee shall remove its System (including all additions thereto) and all structures, alterations, additions and improvements installed by, or on behalf of, Licensee as provided for herein. Licensee's obligation to remove such items shall specifically survive the vacation, expiration or termination of this Agreement and shall continue until all such items are removed to the reasonable satisfaction of Licensor.

35. RELATIONSHIP OF THE PARTIES

No provisions herein, either in the method of computing fees and/or expenses, and/or costs, nor otherwise, shall create between the parties hereto any relationship of partnership, association, joint venture, nor otherwise.

36. EXECUTING AUTHORITY

The parties hereto have full power and authority to enter into this Agreement and complete the responsibility and duties contemplated by this Agreement.

37. TIME

Time is of the essence with respect to each and every term and condition of this Agreement.

38. MASTER GROUND LEASE; LICENSE TERMINATION

Licensee acknowledges that Licensor's interest in and to the Site is subject to, or otherwise governed by, the terms and conditions of the Master Ground Lease; a redacted copy of which is attached hereto as Exhibit B. At all times, Licensee agrees to not, directly or indirectly, in any form, fashion or manner, disclose or use the Master Ground Lease for any purpose other than to enable Licensee to evaluate the suitability of the Licensed Premises for the conduct of its business at the Licensed Premises. Licensee hereby acknowledges that the terms, conditions, provisions, and obligations of this Agreement are subject and subordinate to the Master

Ground Lease, and Licensee hereby agrees to abide by the terms and conditions of the Master Ground Lease, as if fully stated herein. In the event of any conflict between the terms of the Master Ground Lease and this Agreement, the terms of the Master Ground Lease shall control. Licensee shall not do, attempt, or otherwise permit or suffer to be done, anything on the Property, the Site, or the Licensed Premises which could be construed to be a violation of the Master Ground Lease or which could cause Licensor to be in Default under the Master Ground Lease. In the event of the termination of the Master Ground Lease, for any reason, this Agreement shall automatically terminate.

39. MEMORANDUM/SHORT FORM OF AGREEMENT

For purposes of providing constructive notice hereof, either party may, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Agreement in form and substance reasonably satisfactory to both parties. Either party may record this Memorandum or Short Form of Agreement in the Official Records of the County and State in which the Licensed Premises is located at any time, at its sole expense and in its absolute discretion. At the expiration or earlier termination of this Agreement, Licensee shall execute, acknowledge, and deliver to Licensor within 30 days after Licensee's receipt of written request from Licensor, any commercially reasonable quitclaim deed or other commercially reasonable document required by any reputable title company to remove the cloud of this Agreement from the real property subject to this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date first set forth above.

LICENSOR

ComSites West, LLC

by: _____ Date _____
Scott Setzer

its: President

LICENSEE

Sierra County Sheriff

by: _____ Date_____
Tim Standley

its: Sheriff-Coroner

Exhibit "A"

Property Description
Site Description
Site Access Road Description
Licensee's Approved Equipment and Frequencies ("System")

Property

All that certain real property situate in the County of Yuba, State of California, described as follows:

The North Half of the North Half (N1/2 of N1/2), except a tract of land in the North Half of the Northeast Quarter (N1/2 of NE1/4) containing Two and 00/100 (2.00) acres conveyed to the County of Yuba on July 19, 1937, the Southeast Quarter of the Northeast Quarter (SE1/4 of NE 1/4), the North Half of the Southwest Quarter of the Northeast Quarter (N1/2 of SW1/4of NE1/4), the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE1/4 of SW1/4 of NE1/4), the East Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter (E1/2 of SW1/4 of SW1/4 of NE1/4), the Southwest Quarter of the Northwest Quarter (SW ¼ of NW1/4), the North Half of the Southeast Quarter of the Northwest Quarter (N1/2 of SE1/4 of NW1/4), the Southwest Quarter of the Southeast Quarter of the Northwest Quarter (SW1/4 of SE1/4 of NW1/4), the West Half of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter (W1/2 of SE1/4 of SE1/4 of NW1/4), the West Half of the Northeast Quarter of the Southwest Quarter (W1/2 of NE1/4 of SW1/4), the West Half of the East Half of the Northeast Quarter of the Southwest Quarter (W1/2 of E1/2 of NE1/4 of SW1/4), the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE1/4 of SE1/4 of NE1/4 of SW1/4), the West Half of the Southwest Quarter (W1/2 of SW1/4), the Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4), East Half of the Southeast Quarter (E1/2 of SE1/4), except a tract of land containing Ninety-two Hundredths (0.92) of an acre conveyed to the County of Yuba on December 5, 193 5, the East Half of the Northwest Quarter of the Southeast Quarter (E1/2 of NW1/4 of SE1/4), the East Half of the West Half of the Northwest Quarter of the Southeast Quarter (E1/2 of W1/2 of NW1/4 of SE1/4), the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter (SW1/4 of SW1/4 of NW1/4 of SE1/4), and the Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4) of Section Twenty-seven (27) Township Eighteen (18) North, Range Seven (7) East, Mount Diablo Base and Meridian.

Containing approximately 633 acres.

APN: 064-260-001

Site

A portion of the Northeast Quarter of the Southwest Quarter of Section 27, Township 18 North, Range 7 East, Mount Diablo Meridian, Yuba County, California, more particularly described as follows:

The basis of bearings for this description is identical to the Record of Survey recorded on June 22, 1960 in Book 6 of Surveys at Page 23, County of Yuba Records. Beginning at the Northeast corner of the parcel of the Grantors land, from which the Southwest corner of the East half of the Southeast quarter of the Southeast quarter of the Northwest quarter of said Section 27 bears North 3° 22' 06" West, 55.00 feet (the Southeast Section corner of said Section 27 bears South 47° 08' 06" East, 4265.37 feet); thence from said point of beginning South 83° 43' 29" West, 160.00 feet; thence South 3° 22' 08" East, 305.00 feet; thence North 83° 43' 29" East, 160.00 feet to a point on the West boundary of the adjoiners property; thence along the adjoiners property North 3° 22' 08" West, 305.00 feet to the point of beginning.

Portion of APN: 064-260-001

Exhibit "A"

(continued)

Site Access Road

A 40 foot access easement over portions of Section 27, Township 18 North, Range 7 East, Mount Diablo Meridian, Yuba County, California, more particularly described as follows:

The basis of bearings for this description is identical to the Record of Survey recorded on June 22, 1960 in Book 6 of Surveys at Page 23, County of Yuba Records. Beginning at a point on the North boundary of the above described Site, from which the Southwest corner of the East half of the Southeast quarter of the Southeast quarter of the Northwest quarter of said Section 27 bears North 60° 39' 44" East, 140.22 feet (the Southeast corner of said Section 27 bears South 48° 23' 34" East 4349.00 feet); thence from said point of beginning following along an existing road North 16° 08' 08" West, 107.93 feet; thence North 15° 47' 59" East, 215.06 feet; thence North 1° 46' 15" East, 228.50 feet; thence North 9°18' 30" West, 564.00 feet; thence North 17° 02' 00" West, 450.50 feet; thence North 35° 36' 15" West, 280.30 feet; thence North 79° 38' 30" West, 257.00 feet; thence South 78° 33' 00" West, 197.70 feet to a road intersection. Thence from said road intersection, follow the existing road North and East through the Northwest quarter of said Section 27; thence South and East through the Northeast quarter of said Section 27; thence South and East through the Southeast quarter of said Section 27 to the East boundary of the Section. The East terminal point is approximately North 2° 39' 54" West, 1065 feet from the Southeast corner of said Section 27.

Subject to the terms and conditions as contained in the "Road Easement Agreement" recorded April 19, 2013, as Recorder's Serial No. 2013R-005060 of Official Records, Yuba County Records, a thirty (30) foot access easement, more particularly described as follows:

Traversing a portion of the Southwest quarter of the Southwest quarter of Section 26, Township 18 North, Range 7 East, Mount Diablo Meridian, Yuba County, the centerline of which being more or less described as follows:

Beginning at a point in the center of an existing road on the West boundary of said parcel, from which the Southeast corner of Section 27, Township 18 North, Range 7 East, Mount Diablo Meridian, Yuba County, bears approximately South 2° 39' 54" East, 1065 feet, thence from said point of beginning along the centerline of the existing road the following courses: South 89° East, 60 feet; thence North 87° East, 71 feet; thence North 89° East, 75 feet; thence South 86° East, 75 feet; thence South 89° East, 75 feet; thence South 79° East, 60 feet; thence South 78° East, 58 feet; thence North 65° East, 74 feet; thence
North 61° East, 402 feet; thence North 88° East, 56 feet, thence South 69° East, 20 feet, to an intersection of two approaches onto Oregon Hill Road, the northerly approach being described from said intersection as follows: South 77° East, 75 feet, thence North 80° East, 75 feet, thence North 59° East, 51 feet to a point on the westerly edge of Oregon Hill Road; and the southerly approach being described from said intersection as follows: South 31° East, 75 feet, thence South 20° East, 75 feet, thence South 13° East, 70 feet to a point on the westerly edge of Oregon Hill Road.

Exhibit "A"

(continued)

Licensee's Approved Equipment and Frequencies (the "System")

ANTENNA & FREQUENCY INVENTORY

Total Quantity of Antennas:	None
Transmit, Receive or both:	CSW Master Antenna System One (1) Tx Port One (1) Rx Port
Type:	VHF
Transmit Frequency (MHz):	153.785 MHz
Receive Frequency (MHz):	155.730 MHz

Licensee's Approved Equipment and Frequencies – the "System" - continued

EQUIPMENT RACK/CABINET INVENTORY

Total Quantity of Racks/Cabinets:	Utilizing up to 48"of Licensor's Rack
Transmitter Make:	Daniels Electronics
Transmitter Model:	MT-4E P25 Radio System
Transmitter Output (watts):	60 watts
Transmit Frequency (MHz):	153.785 MHz
Receive Frequency (MHz):	155.730 MHz
Additional Equipment:	All equipment to be installed in specified rack, including the following additional equipment: Power Amplifier (_#_) Batteries (of the lead/acid type)

Exhibit "B"

Master Ground Lease

[A Copy of the Communication Site Land Lease Agreement by and between The CHY Company and ComSites West, LCC, dated February 27, 2013, is attached hereto as Exhibit "B".]

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 2016-025

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 23rd day of March, 2016, by the following vote:

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

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, by
Christian Curtis
Deputy County Counsel

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 5, 2016	☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Resolution approving Program Supplement Agreement No. N 030 to Administering Agency-State Agreement Federal Aid Projects No. 03-5913R, bridge construction at Independence Lake Road at Low Water Crossing, and authorizing execution of agreement.

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

BACKGROUND INFORMATION: This is a program supplement to the Master Funding Agreement, and is a standard agreement required at the beginning of each transportation project. It is the instrument to release the funding to construct the project.

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $835,000 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

DEPARTMENT OF TRANSPORTATION
Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408

File : 03-SIE-0-CR
BRLO-5913(055)
Jim Crow Road at the North Fork of the Yuba River ~0.1 miles South of Hwy. 49

June 21, 2016

Mr. Tim Beals
Executive Director
Sierra County
P. O. Box 98 (101 Courthouse Square)
Downieville, CA 95936

RECEIVED
BY
JUN 22 2016
SIERRA COUNTY
DEPT. OF PUBLIC WORKS

Dear Mr. Beals:

Enclosed are two originals of the Program Supplement Agreement No. 026-N1 to Administering Agency-State Agreement No. 03-5913R and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

for Adam Ambrosini
WINTON EMMETT, Chief
Office of Project Implementation - North
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(03) DLAE - Martin Villanueva

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

APPROVAL OF PROGRAM SUPPLEMENT NO. N 026 Rev.1
TO ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECT 03-5913R
AT JIM CROW ROAD

RESOLUTION 2016-_____

BE IT RESOLVED THAT the agreement captioned "Program Supplement No. N 026-Rev. 1 Administering Agency-State Agreement for Federal-Aid Projects No. BRLO-5913(055) by and between the County of Sierra (Administering Agency) and the State of California Department of Transportation is hereby approved.

The Chairman of the Board or the Director of Transportation is hereby authorized to execute the subject agreement on behalf of Sierra County.

ADOPTED by the Board of Supervisors of the County of Sierra on the 5th day of July, 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:

_____
DAVID PRENTICE
COUNTY COUNSEL

PROGRAM SUPPLEMENT NO. N026 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5913R

Adv Project ID 0312000190

Date: June 14, 2016
Location: 03-SIE-0-CR
Project Number: BRLO-5913(055)
E.A. Number: 03-929374
Locode: 5913

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 09/06/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Jim Crow Road at the North Fork of the Yuba River ~0.1 miles South of Hwy. 49

TYPE OF WORK: Bridge Replacement **LENGTH:** 0.1(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	M233	$126,000.00	LOCAL		OTHER
$835,000.00	Z233	$685,000.00	$0.00		$0.00
	M2E3	$24,000.00			

COUNTY OF SIERRA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____ **Date** 6/15/16 $835,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION

PROGRAM SUPPLMENT AND CERTIFICATION FORM

PSCF (REV. 01/2010)

TO: **STATE CONTROLLER'S OFFICE**
Claims Audits
3301 "C" Street, Rm 404
Sacramento, CA 95816

6/14/2016

PROJECT NUMBER: **0312000190**

REQUISITION NUMBER / CONTRACT NUMBER: **CT - 2660- 035913026N**

FROM:

Department of Transportation

SUBJECT:

Encumbrance Document

VENDOR / LOCAL AGENCY:

COUNTY OF SIERRA

CONTRACT AMOUNT:

$835,000.00

Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
10	2015	2660-102-0890	2016	20.30.010.300	2240/0600	**$685,000.00**
25	2014	2660-102-0890	2015	20.30.010.300	2240/0600	**$24,000.00**
21	2012	2660-102-0890	2013	20.30.010.300	2240/0600	**$126,000.00**

ADA Noti For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

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

MEETING DATE: July 5, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Governing Body Resolution naming authorizing agents for Sierra County for the Homeland Securit Grant Program (SHSG)

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

BACKGROUND INFORMATION: This request is for authorizing signatures as required by the State of California for application for the Homeland Security Grant. This will be for a period of three years.

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

IN THE MATTER OF APPROVAL OF THE GOVERNING BODY RESOLUTION FOR HOMELAND SECURITY GRANT

RESOLUTION 2016-_____

GOVERNING BODY RESOLUTION

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA THAT the

Director of Emergency Services

OR

Emergency Services Coordinator

Is hereby authorized to execute for and on behalf of the named application, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subgranted through the State of California.

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

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:

_____
DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: July 5, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Governing Body Resolution naming authorizing agents for Sierra County for the Emergency Management Performance Grant (EMPG)

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

BACKGROUND INFORMATION: This is a routine action required by the State of California for application for Emergency Management Preparedness Grants. This will be for a period of three years.

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

IN THE MATTER OF APPROVAL OF THE
GOVERNING BODY RESOLUTION FOR THE
EMERGENCY MANAGEMENT PERFORMANCE GRANT

RESOLUTION 2016-
GOVERNING BODY RESOLUTION

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA THAT the

Director of Emergency Services

OR

Emergency Service Coordinator

Is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subgranted through the State of California.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
LEE ADAMS, CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM

_____
DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: July 5, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Risk
APPROVING PARTY: Van Maddox
PHONE NUMBER: 530-289-3286

AGENDA ITEM: Approval of Staffing change prior to the Final Budget. (AUDITOR)

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

BACKGROUND INFORMATION: Transfer of Safety Officer from TTC to AU office.

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

MEMO

To: Board of Supervisors

From: Auditor

Re: Transfer of Safety Officer from TTC to AU office

I'm asking for approval prior to the Final Budget (as of 7/1/2016) due to the need to shift the work to the Auditing department at the start of the new fiscal year, for functional purposes of both the Treasurer, Auditor and Risk Departments.

Currently the Safety Officer position resides in the Treasurer's Office. With pending retirement of the Assistant Treasurer, her time needs to be concentrated on training the new Assistant Treasurer, as well, need to allow time for the new Assistant Treasurer to train new staff after the current Assistant retires. Also, the practicality that much of what the Safety Officer does is closely related to the Auditor Department functions. I have planned to move the Safety Officer functions to a staff member in Auditing. This is reflected in the requests made to the Finance Committee for the final 2016/17 budget with an overall savings to the General Fund.

I wish to make this move as of July 1, 2016 and reclass the one Account Clerk II to 50% Account Clerk II and 50% Safety Officer in the Auditor's Office. This has no effect on the General Fund since 100% of the Safety budget is paid by Trindel and the $457.14 annual increase in this employees pay will be taken out of Services and Supplies for the Risk Department.

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 5, 2016	☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Minutes from the regular meeting held on May 17, 2016.

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Minutes to be distributed
under separate cover
and/or at meeting.

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 5, 2016	☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Minutes from the special meeting held on June 23, 2016.

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
MINUTES
SPECIAL TELECONFERENCE 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 a special teleconference meeting commencing at 2:00 p.m. on Thursday, June 23, 2016. Locations available to the public to attend the teleconference meeting will be in the Board of Supervisors' Chambers, Courthouse, Downieville, CA, the Sheriff's Substation, 61050 State Route 49, Loyalton, CA, and 401 N. Pine Street, Nevada City, CA. This meeting was recorded for posting on the Board of Supervisors' webpage www.sierracounty.ca.gov.

ROLL CALL

Present: Lee Adams, Supervisor, District #1
Peter W. Huebner, Supervisor, District #2
Paul Roen, Supervisor, Chair, District #3
Jim Beard, Supervisor, Vice-Chair, District #4
Scott A. Schlefstein, Supervisor, District #5

Staff: Heather Foster, Clerk-Recorder

APPROVAL OF REGULAR AGENDA

The Board moved to approve the Regular Agenda.

APPROVED. Motion: Huebner/Roen/Unanimous Roll Call Vote: 5/0

REGULAR AGENDA

2. ASSESSOR / SOLID WASTE ADMINISTRATOR - Laura A. Marshall

2.A. Rescission of Sierra County Resolution 2016-064 and adoption of revised resolution pertaining to Solid Waste Fees for the fiscal year 2016/2017.

The Board moved to rescind Sierra County Resolution 2016-064; adopt the revised resolution pertaining to Solid Waste Fees for the fiscal year 2016/2017; and authorized the Clerk to make any necessary minor corrections to the resolution.

ADOPTED, Resolution 2016-068. Motion: Huebner/Roen/Majority Roll Call Vote: 4/1 (Supervisor Beard NO)

ADJOURN

At 2:13 p.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: **570696**
Receipt Number: **2368234**
Geographical Code: **4600**
Copies Mailed Date: **June 22, 2016**
Issued Date:

RECEIVED
JUN 24 2016
BY:

DISTRICT SERVING LOCATION: **SACRAMENTO**

First Owner: **MARTINETTI, CASSANDRA SHANNON**

Name of Business: **FORK & HORN THE**

Location of Business: **101 E MAIN STREET**
SIERRAVILLE, CA 96126

County: **SIERRA**

Is Premise inside city limits? **Yes** Census Tract **0100.00**

Mailing Address: (If different from premises address) **PO BOX 304**
CALPINE, CA 96124-0304

Type of license(s): **41**

Transferor's license/name: Dropping Partner: Yes___ No ✓

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
41 - On-Sale Beer And Wine	ANNUAL FEE	NA	Y	0	06/22/16	$350.00
41 - On-Sale Beer And Wine	ORIGINAL FEES	NA	Y	0	06/22/16	$300.00
NA	FEDERAL FINGERPRINTS	NA	N	2	06/22/16	$48.00
NA	STATE FINGERPRINTS	NA	N	2	06/22/16	$78.00
					Total	$776.00

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: June 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)

See 211 Signature Page

MARTINETTI, CASSANDRA SHANNON