



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 19, 2016 in the Loyalton Social Hall, in the Loyalton City Park, Loyalton, CA. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

NOTICE

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

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

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

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

REGULAR AGENDA

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

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

2. **PUBLIC COMMENT OPPORTUNITY**

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

3. **COMMITTEE REPORTS & ANNOUNCEMENTS**

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

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

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

5. **FOREST SERVICE UPDATE**

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

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

- 6.A. Presentation of bids and adoption of resolution awarding contract for the Jim Crow Road Bridge Rehabilitation Project.

Documents:

[Jim Crow Bridge.Item.pdf](#)

7. **BOARD OF SUPERVISORS**

- 7.A. Discussion/action regarding recommendation from Natural Resources, Planning & Building Inspection Standing Committee regarding marijuana ordinance. (CHAIR ADAMS)

Documents:

[Marijuana Ordinance.pdf](#)

8. **COUNTY SERVICE AREA BOARD OF DIRECTORS**

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

- 8.A. Amendment to Agreement No. 2003-192 between the County of Sierra and the Alleghany County Water District for funding for library rental space. (CLERK OF THE BOARD)

Documents:

[ACWD Library Agm.pdf](#)

9. TIMED ITEMS

- 9.A. 10:00 AM BOARD OF EQUALIZATION
Meeting of the Sierra County Board of Equalization

Call to order

- 9.A.i. Stipulation to Assessed Valuation - Charles B. Hawley, Assessment Appeal No. 2015/16-006.

Documents:

[Hawley Stipulation.pdf](#)

10. CLOSED SESSION

- 10.A. Conference with Legal Counsel-Anticipated Litigation pursuant to Government Code section 54956.9 (2)-2 cases.

Documents:

[Closed Session.pdf](#)

11. CONSENT AGENDA

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

- 11.A. Agreement between The Regents of the University of California, UC Davis Extension and Sierra County for skills training courses provided in fiscal year 2016-2017. (SOCIAL SERVICES)

Documents:

[UC Davis Ext Training Agm.pdf](#)

- 11.B. Agreement for Indemnification and Reimbursement for Extraordinary Costs for Billy & Kathleen Epps, Applicants and Landowners for consideration of a zone variance from the front yard setback to allow the placement of a single family residence. The project site, identified as APN 002-130-028, is located on Gold Bluff Road, Downieville. (PLANNING)

Documents:

[Epps_Indemnification Agreement.pdf](#)

- 11.C. Amendment to Professional Services Agreement 97-068 with Bastian Engineering to increase compensation for Fiscal Year 2016. (PUBLIC WORKS)

Documents:

[Bastian Amendment.Item.pdf](#)

- 11.D. Amendment to Professional Services Agreement 2014-097 with MGE Engineering for time extension on the Plumbago Bridge Replacement Project. (PUBLIC WORKS)

Documents:

[Amend.MGE.Plumbago.pdf](#)

- 11.E. Amendment to Professional Services Agreement 2014-096 with MGE Engineering for time extension on the Packer Lake Road Bridge Replacement Project. (PUBLIC WORKS)

Documents:

[MGE Amendment.Packer.Item.pdf](#)

- 11.F. Amendment to Professional Services Agreement 2014-095 with MGE Engineering for time extension on the Salmon Lake Road Bridge Replacement Project. (PUBLIC WORKS)

Documents:

[MGE Amendment.Salmon.Item.pdf](#)

- 11.G. Amendment to the Alleghany County Water District Conflict of Interest Code. (CLERK OF THE BOARD)

Documents:

[Alleghany Water District Conflict of Interest Code.pdf](#)

- 11.H. Resolution approving contract for HAVA Section 301 Voting Systems Program Grant Funds. (ELECTIONS)

Documents:

[HAVA 301 Contract.pdf](#)

- 11.I. Minutes from the regular meeting held on February 16, 2016. (CLERK-RECORDER)

Documents:

[02162016 minutes.pdf](#)

11.J. Minutes from the regular meeting held on July 5, 2016. (CLERK-RECORDER)

Documents:

[07052016 minutes.pdf](#)

12. CORRESPONDENCE LOG

12.A. Sierra County Grand Jury Final Report 2015/2016.

Documents:

[2015-2016 Grand Jury Final Report.pdf](#)

12.B. Letter from Diane Schermerhorn resigning from the Cemetery District #5.

Documents:

[Cemetery 5 resignation letter.pdf](#)

ADJOURN

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

MEETING DATE: July 19, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Department of Public Works and Transportation APPROVING PARTY: Tim H. Beals PHONE NUMBER: (530) 289-3201

AGENDA ITEM: Presentation of bids and adoption of resolution awarding contract for the Jim Crow Road Bridge Rehabilitation Project.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Bid tabulation attached.

BACKGROUND INFORMATION: Bid opening was at 3:01 p.m. Tuesday, July 12, 2016. The apparent low bid is \$576,992.00 over the available budget, however it is a pro-rata project and Caltrans is obligated to fund the project at its costs. Staff will be meeting with Caltrans on Wednesday, July 13, 2016 and will have a recommendation on award of the project prior to Tuesday's meeting. One option that may be recommended is to award the contract on assurances from Caltrans that the funding will be made available after award due to the time it will take to proceed with obtaining the additional required funds. Otherwise bids may have to be rejected, funding obtained, then re-bid the same project in the fall for construction next season.

FUNDING SOURCE: FHWA
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ 1,179,792.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

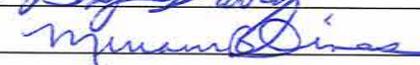
CLERK TO THE BOARD

DATE

Jim Crow Road Bridge BRLO-5913(055)

BID OPENING July 12, 2016 @ 3:01 PM

Bidder	Bid Amount
Steelhead Constructors, Inc.	\$1,189,000.00
Q+D Construction, Inc.	\$1,334,228.00
MCM Construction, Inc.	\$1,179,792.00
Mercer Fraser Company	\$1,347,278.00

Opened: 
Witnessed: 
Recorded: 

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF AWARD OF CONTRACT TO
LOWEST QUALIFIED BIDDER FOR
JIM CROW ROAD BRIDGE REHABILITATION**

RESOLUTION NO. 2016-_____

WHEREAS, the County of Sierra has heretofore called for sealed bids for the project referred to as the Jim Crow Road Bridge Rehabilitation; and

WHEREAS, in response to the formal call for bids, four were received; and

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

WHEREAS, bid opening was held at 3:01 p.m. on Tuesday, July 12, 2016; and,

WHEREAS, after analysis of the bid it has been determined that MCM Construction, Inc. has submitted the lowest qualified bid.

NOW THEREFORE, BE IT RESOLVED THAT the award of contract to MCM Construction, Inc. is hereby approved.

BE IT FURTHER RESOLVED THAT the Director of Transportation is hereby granted authority to administratively approve construction change orders on the referenced contract as necessary, and within the confines of the funding, cumulative total of which is not to exceed 10% of the construction contract.

ADOPTED by the Board of Supervisors of the County of Sierra on the 19th day of July, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

COUNTY OF SIERRA

LEE ADAMS, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

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

PARTIES

THIS CONTRACT, made this 19th day of July, 2016, by and between the COUNTY OF SIERRA, a political subdivision of the State of California, hereinafter referred to as “**County**” and **MCM Construction, Inc.**, hereinafter referred to as “**Contractor**”.

This contract is for the following project:

***JIM CROW ROAD BRIDGE REHABILITATION AT
NORTH FORK YUBA RIVER
BRIDGE NO. 13C0027 - 3 MILES EAST OF DOWNIEVILLE, CA
03-SIE-0-CR
FEDERAL AID PROJECT NO. BRLO-5913(055)***

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

TERMS & CONDITIONS

1. SCOPE OF WORK:

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in Section 5 hereof, the work of:

**CONSTRUCTION OF JIM CROW ROAD BRIDGE REHABILITATION AT NORTH
FORK YUBA RIVER**

FEDERAL AID PROJECT NO. BRLO-5913(055)

2. CONTRACT TIME:

2.1 COMMENCEMENT AND COMPLETION

The Work shall be commenced on the date specified in the County's “Notice to Proceed to Contractor” and shall be fully completed no later than **eighty** (80) working days thereafter, or such additional time as may have been provided by Change Order, pursuant to the Contract Documents.

2.2 TIME IS OF THE ESSENCE

Time is of the essence. If the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be

assessed damages for delay in accordance with the liquidated damages provision herein. A determination of whether delays were avoidable or not shall be made by County.

3. CONTRACT PRICE:

County shall pay Contractor for the full and complete performance of this Contract the sum of one million one hundred seventy nine, seven hundred ninety two and no/100 (\$1,179,792,00).

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

4. PAYMENTS:

4.1 PROGRESS PAYMENTS

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

4.2 FINAL PAYMENT

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

4.3 INVOICE CONTENT

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

4.4 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

5. CONTRACT DOCUMENTS:

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

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

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

6. PERFORMANCE AND LABOR & MATERIAL BONDS:

Pursuant to the provisions of the California Civil Code Section 9550, for projects in excess of twenty five thousand dollars (\$25,000), the Contractor shall, prior to the performance of any work covered by this Contract, provide to County in such form as may be acceptable to

County, a “performance bond” guaranteeing the faithful and timely performance of the work to be performed under this Contract and guaranteeing the work for a period of one full year from the date of the completion of the work (which shall be evidenced by the filing of a notice of completion by County) and a separate “labor and material bond” guaranteeing payment to any laborer, subcontractor and/or material supplier for the work under this Contract. The amount of each of these bonds shall be in accordance with the General Conditions to the Contract.

7. REPRESENTATIONS BY CONTRACTOR:

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

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

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

8. AMENDMENT:

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

9. DELAY:

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

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

10. NOTICES:

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

COUNTY

Tim H. Beals, Director
Sierra County Department of Transportation
Post Office Box 98
Downieville, CA 95936

PROJECT ENGINEER

Steve Hawkins, PE
MGE Engineering, Inc.
7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831

PROJECT CONTRACTOR

James A. Carter, President
MCM Construction, Inc.
P.O. Box 620
North Highlands, CA 95660

11. LIQUIDATED DAMAGES:

If the Work is not completed by Contractor in the time specified in Section 2 of the Agreement for Construction, or within any period of extension authorized pursuant to a duly issued Change Order, Contractor acknowledges and admits that the County will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the County that the Contractor shall pay to the County as fixed and liquidated damages, and not as a penalty, a sum equal to one-half of one percent of the contract price, or the sum of **three thousand one hundred dollars (\$3,100)**, whichever is greater, for each calendar day of delay until the Work is completed and accepted, and that both Contractor and Contractor's surety shall be liable for the total amount thereof, and that the County may deduct said sums from any monies due or that may become due to Contractor, prior to determining the final amount due to Contractor.

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

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

COUNTY OF SIERRA

By _____
LEE ADAMS
Chairman of the Board

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

GENERAL CONDITIONS

1. CHANGES IN THE WORK:

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

2. BONDS:

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

B. For projects involving less than \$50,000, Contractor shall furnish bonds in the amount of 50 percent (50%) of the contract price, or may post negotiable securities in accordance with the following procedures:

Negotiable securities shall be endorsed over to the County and shall be held by County under a surety deposit agreement until contractor has fully complied with all applicable laws and provisions of the County's public works contract prerequisite to the release thereof. An administrative fee shall be charged by County for the execution of the surety deposit agreement in the amount of \$100.00. The Director of Public Works shall be authorized to execute all security deposit agreements, the form of which shall be as approved by the County Counsel.

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

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

3. CONTRACTOR LIABILITY AND INSURANCE:

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

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

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

4. RISK OF LOSS:

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

5. MATERIALS AND EQUIPMENT:

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

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

6. WARRANTY AND CORRECTION PERIOD:

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

7. PERMITS AND TAXES:

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

8. INDEMNIFICATION:

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

9. SUSPENSION OF WORK:

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

10. TERMINATION:

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

- A. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

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

County may, after giving Contractor seven days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the work, incorporate in the work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the work as County may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to County. When exercising any rights or remedies under this paragraph, County shall not be required to obtain the lowest price for the work performed. Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by County will not release Contractor from liability.

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

11. SUPERVISION AND CLAIMS DETERMINATIONS:

11.1 CONTRACT ADMINISTRATOR

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

11.2 WRITTEN CLARIFICATION

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

11.3 CHANGE ORDER

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

11.4 UNIT PRICING

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

11.5 CLAIM PROCEDURE

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

11.6 CLAIMS UNDER \$50,000

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

11.7 CLAIMS OVER \$50,000

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

11.8 MEET AND CONFER

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

11.9 APPEAL TO BOARD OF SUPERVISORS

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

11.10 DOCUMENTATION

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

11.11 CONTRACT ADMINISTRATOR NOT RESPONSIBLE

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

12. PAYMENTS:

12.1 SCHEDULE OF VALUES

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

12.2 PROGRESS PAYMENT

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

12.3 AMOUNTS OF PROGRESS PAYMENTS

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

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

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

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

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

12.4 CONTRACTOR'S WARRANTY OF TITLE

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

12.5 PAYMENT OF PROGRESS PAYMENT

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

12.6 COUNTY'S RECOMMENDATION OF PAYMENT

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

12.7 COUNTY MAY REFUSE TO MAKE PAYMENT

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

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

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

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

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

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

12.8 COMPLETION AND FINAL INSPECTION

When Contractor considers the entire work ready for its intended use, Contractor shall notify County in writing that the entire work is completed. Within a reasonable time thereafter, County and Contractor shall make an inspection of the work to determine the status of

completion. If County does not consider the work complete, County will notify Contractor in writing giving the reasons therefore. If County considers the work incomplete, County will prepare and deliver a list of items to be completed or corrected before final payment. Contractor shall immediately take such measures as are necessary to complete or correct the listed items.

12.9 ACCEPTANCE AND FINAL APPLICATION FOR PAYMENT

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

12.10 FINAL PAYMENT

If, on the basis of County's review of the final application for payment and accompanying documentation, all as required by the contract documents, County is satisfied that Contractor's obligations under the contract documents have been fulfilled, County will, within ten days after receipt of the final application for payment, process the application for payment. Otherwise, County will return the application to Contractor, indicating in writing the reasons for refusing to make final payment, in which case Contractor shall make the necessary corrections and resubmit the application. Thirty-five days after presentation to County of the application and accompanying documentation, in appropriate form and substance, or thirty-five (35) days after recording of a Notice of Completion, whichever date is later, the amount will become due and will be paid by County to Contractor.

12.11 CONTRACTOR'S CONTINUING OBLIGATION

Contractor's obligation to perform and complete the work in accordance with the contract documents shall be absolute. Neither the issuance of a certificate of substantial completion, nor any payment by County to Contractor under the contract documents, nor any use or occupancy of the work or any part thereof by County, nor any act of acceptance by County nor any failure to do so, nor any review and approval of a shop drawing or sample submission, nor the issuance of a notice of acceptability, nor any correction of defective work by County will constitute an

acceptance of work not in accordance with the contract documents or a release of Contractor's obligation to perform the work in accordance with the contract documents.

13. ARBITRATION:

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

14. WORKER'S COMPENSATION CERTIFICATION:

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

15. PREVAILING WAGE RATES:

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

16. EMPLOYMENT OF APPRENTICE LABOR:

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

17. COLLECTIVE BARGAINING AGREEMENTS:

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

18. PAYROLL RECORDS:

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

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

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

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

19. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION:

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

20. ASSIGNMENT:

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

21. CONFLICT OF INTEREST RESTRICTIONS:

No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or

any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County who is in any legislative, executive, supervisor, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

22. WAIVER OF RIGHTS:

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

23. SUCCESSORS IN INTEREST:

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

24. SEVERABILITY:

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

25. BOOKS OF RECORD AND AUDIT PROVISION:

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

of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

26. NOTICE:

Notices shall be given to County at the following location:

If to "COUNTY":

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

With a copy to:

Director of Public Works
P.O. Box 98
Downieville, CA 95936

If to "CONTRACTOR":

James A. Carter, President
MCM Construction, Inc.
P.O. Box 620
North Highlands, CA 95660

27. JURISDICTION AND VENUE:

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

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

MEETING DATE: July 19, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---------------------------------------	---

DEPARTMENT: CSA Board of Directors APPROVING PARTY: Heather Foster, Clerk of the Board PHONE NUMBER: 530-289-3295
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AGENDA ITEM: Amendment to Agreement No. 2003-192 between the County of Sierra and the Alleghany County Water District for funding for library rental space.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Annual Agreement for funding

FUNDING SOURCE: CSA 2
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$1,500.00 N/A

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

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD _____	DATE _____
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**AMENDMENT TO AGREEMENT
FOR
FUNDING FOR LIBRARY RENTAL**

The following is an amendment to that certain Agreement No. 03-192 (“Agreement”), dated July 1, 2003, as amended by 2004-154, 2006-034, 2007-184, 09-113, 2010-116, 2011-103, 2012-123, 2013-074, 2014-102 and 2015-091 by and between the County of Sierra, a political subdivision of the State of California (“the County”) and Alleghany County Water District (“Contractor”).

1. Provision 2 of the Agreement refers to the Term of the Agreement and is hereby amended to read as follows:

2. **TERM.**

Commencement Date: July 1, 2016
Termination Date: June 30, 2017

3. Attachment “B” of the Agreement pertains to Payment and is hereby amended to read as follows:

B.1. The COUNTY shall pay the Contractor the sum of Fifteen Hundred Dollars (\$1,500.00) for the fiscal year of 2016-2017 for the service provided in staffing and maintaining the library. In no event shall total compensation paid to the Contractor exceed \$1,500.00 without mutual written agreement.

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

5. This Amendment shall be effective as of July 1, 2016.

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

COUNTY OF SIERRA

ALLEGHANY COUNTY WATER
DISTRICT

LEE ADAMS
Chairman, Board of Supervisors

RAE BELL ARBOGAST
Chairman

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

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

MEETING DATE: July 19, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
---------------------------------------	---

DEPARTMENT: Assessor APPROVING PARTY: Laura Marshall PHONE NUMBER: 530-289-3283
--

AGENDA ITEM: Stipulation to Assessed Valuation - Charles B. Hawley, Assessment Appeal No. 2015/16-006.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
See attached Assessment Appeal Application, correspondence and Stipulation

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

Yes, -- --
No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD _____
DATE

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Return to: SIERRA COUNTY CLERK
P.O. DRAWER D
DOWNIEVILLE, CA 95936

FILED
SIERRA COUNTY CLERK

OCT 16 2015

BY: HEATHER FOSTER DEPUTY

APPLICATION NUMBER: Clerk Use Only
0015116-006

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME: CHARLES B. HAWLEY
EMAIL ADDRESS: CBH946@GMAIL.COM

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX): P.O. Box 3044

CITY: MONTEREY STATE: CA ZIP CODE: 93942 DAYTIME TELEPHONE: (831) 649-3694 ALTERNATE TELEPHONE: () FAX TELEPHONE: ()

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL): _____ EMAIL ADDRESS: _____

COMPANY NAME: _____

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL): _____

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX): _____

CITY: _____ STATE: _____ ZIP CODE: _____ DAYTIME TELEPHONE: () ALTERNATE TELEPHONE: () BY: HEATHER FOSTER DEPUTY

AUTHORIZATION OF AGENT AUTHORIZATION ATTACHED

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE: _____ TITLE: _____ DATE: _____

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ENTER APPLICABLE NUMBER FROM YOUR NOTICE/TAX BILL

ASSESSOR'S PARCEL NUMBER <u>008-250-010-0</u>	ASSESSMENT NUMBER	FEE NUMBER
ACCOUNT NUMBER	TAX BILL NUMBER <u>1384</u>	

PROPERTY ADDRESS OR LOCATION: 542 BRADY DRIVE, SIERRA CITY DOING BUSINESS AS (DBA), if appropriate

PROPERTY TYPE

- SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX
- MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____
- COMMERCIAL/INDUSTRIAL
- BUSINESS PERSONAL PROPERTY/FIXTURES
- AGRICULTURAL
- MANUFACTURED HOME
- WATER CRAFT
- OTHER: _____
- POSSESSORY INTEREST
- VACANT LAND
- AIRCRAFT

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	\$ 90,000	<u>\$ 50,000</u>	
IMPROVEMENTS/STRUCTURES	<u>\$ 90,000</u>		
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	<u>\$ 90,000</u>	<u>\$ 50,000</u>	
PENALTIES (amount or percent)			

5. TYPE OF ASSESSMENT BEING APPEALED Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
 - SUPPLEMENTAL ASSESSMENT
 - *DATE OF NOTICE: 10/08/15 ROLL YEAR: 2015 - 2016
 - ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT
 - *DATE OF NOTICE: _____ **ROLL YEAR: _____
- *Must attach copy of notice or bill, where applicable **Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS) See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
 - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
 - 1. No change in ownership occurred on the date of _____.
 - 2. Base year value for the change in ownership established on the date of _____ is incorrect.
- C. NEW CONSTRUCTION
 - 1. No new construction occurred on the date of _____.
 - 2. Base year value for the completed new construction established on the date of _____ is incorrect.
 - 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
 - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
 - 1. All personal property/fixtures.
 - 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
 - Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
 - 1. Classification of property is incorrect.
 - 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
 - 1. Amount of escape assessment is incorrect.
 - 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
 - Explanation (attach sheet if necessary) SEE " ATTACHED "

7. WRITTEN FINDINGS OF FACTS (\$ _____ per _____)

- Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions:

- Yes No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____ who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)

Charlie B. Hawley

SIGNED AT (CITY, STATE)

MONTREY, CA.

DATE

10-12-15

NAME (Please Print)

CHARLIE B. HAWLEY

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

NOTIFICATION OF HEARING WAIVER

County of Sierra, California

Assessment Appeal: 2015/16-006

Pursuant to California Revenue and Taxation Code section 1605.6, an applicant to an assessment appeal is provided no less than 45-days notification of their Board of Equalization Hearing.

I/~~WE~~, CHARLES B. HAWLEY, hereby waive my/our 45-day Board of Equalization hearing notification rights to expedite the Assessment Appeal hearing process.

Signed:  Date: 07-11-16

Signed: _____ Date: _____

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

BEFORE THE COUNTY BOARD

COUNTY OF Sierra, STATE OF CALIFORNIA

IN THE MATTER OF THE APPLICATION OF:

2015/16-006

APPLICATION NUMBER(S)

Charles B. and Martha W. Hawley

008-250-010-0

NAME OF APPLICANT

PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Application for Changed Assessment* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>15</u> - 20 <u>16</u> <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	90,000	50,000	55,000	(35,000)
IMPROVEMENTS/ STRUCTURES				
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY				
TOTALS	90,000	50,000	55,000	(35,000)
PENALTY				

3. The facts upon which the charge in assessed value is based are as follows:

Upon physical inspection of this vacant .85 acre property by Assessor, Laura Marshall and Real Property Appraiser, Tessa Jackson, we found approximately seventy-five percent of the property to be quite steep with a small level building site. Internal studies indicate that market participants pay half as much for moderately sloping to steep land than they do for land that is level. In making a topography adjustment to the comparable properties used to indicate adjusted sale price, we recommend a decrease in the initial assessment from \$90,000 to \$55,000.

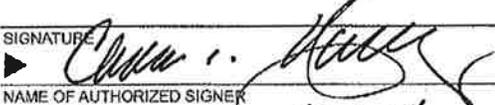
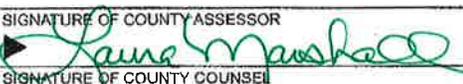
Upon review of the adjusted appraisal, the applicant agreed to stipulate \$55,000 market value effective date of purchase, January 26, 2015.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Application for Changed Assessment.

SIGNATURE ▶ 		DATE EXECUTED 09-11-16
NAME OF AUTHORIZED SIGNER CHARLES B. HAWLEY		TITLE OWNER
FILING STATUS <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE		
SIGNATURE OF COUNTY ASSESSOR ▶ 		PRINT NAME OF COUNTY ASSESSOR Laura Marshall
SIGNATURE OF COUNTY COUNSEL ▶		PRINT NAME OF COUNTY COUNSEL

FOR COUNTY BOARD USE ONLY

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Application for Changed Assessment* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____
CHAIRPERSON

CLERK OF THE BOARD

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

MEETING DATE: July 19, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
---------------------------------------	---

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

AGENDA ITEM: Conference with Legal Counsel-Anticipated Litigation pursuant to Government Code section 54956.9 (2)-2 cases.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD _____
DATE

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

MEETING DATE: July 19, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---------------------------------------	---

DEPARTMENT: Health & Human Services APPROVING PARTY: Darden Bynum, Director PHONE NUMBER: (530) 993-6700

AGENDA ITEM: Agreement between UC Davis and Sierra County for skills training courses provided in fiscal year 2016-2017.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: This is a renewing agreement. It provides Sierra County Social Services with 10 (ten) units from their human and social services training program.

FUNDING SOURCE: 0515800
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5800
AMOUNT: \$35,550.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

CLERK TO THE BOARD

DATE

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: 11 July 2016

Date of Board Meeting: 19 July 2016

Regarding: Requested Approval of UC, Davis Training Contract

Executive summary: This memo requests approval of the annual UC, Davis contract to provide training to Sierra County Health & Human Services.

Background: In addition to keeping staff apprised of emerging developments across departments, training is consistently cited in staff surveys as important for employee consistency and satisfaction. In addition to keeping staff current, these trainings are usually offered to other County Departments as well as other community partners such as the school district and the Family Resource Center.

Fiscal Impact: Approval of this request will not impact County General Funds. The total cost is \$ 39,500.00 but the University's in-kind contribution of \$ 3,950.00 reduces the cost to the County to \$ 35,550. This training request is funded through Realignment funding mechanisms.

Recommendation: The Sierra County HHS Director recommends approving this request to continue and expand the training offered in Sierra County.



UC DAVIS EXTENSION
WEB SITE WWW.EXTENSION.UCDAVIS.EDU

1632 DAVINCI CT
DAVIS, CA 95618-4852

Agreement #EW-2016-30

Training Services Agreement

This Agreement is made this ____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and SIERRA COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2016 through June 30, 2017. All courses must be completed by June 30, 2017.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

User:

Sierra County
Department of Human Services
202 Front Street
Loyalton, CA 96118

Additional University:

Center for Human Services
UC Davis Extension
1632 DaVinci Ct
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition;

political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

- 15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
- 16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- 17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
- 18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
- 19. Governing law. The laws of the State of California shall govern this agreement.
- 20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

SIERRA COUNTY

By Paul M. McNeil
Name Paul M. McNeil
Title Dean, UC Davis Extension

By _____
Name
Title

Date _____

Date _____

FEIN: 94-6036494

EXHIBIT A
TRAINING PROGRAM

1. 10.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.

2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)

3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is	\$39,500.00
University's in-kind contribution	\$ 3,950.00
User's share of cost	\$35,550.00

AGREEMENT FOR INDEMNIFICATION AND REIMBURSEMENT FOR EXTRAORDINARY COSTS

("The Agreement")

SHADED AREAS FOR OFFICE USE ONLY

Billy, Kathleen Epps ("APPLICANT") and Billy Kathleen Epps ("LANDOWNER"), collectively referred to as "the APPLICANT" have applied to the County of Sierra, a political subdivision of the State of California. Sierra ("the County") for:

zone variance
("the Project")
(APN) 002-130-029

TERMS AND CONDITIONS

1. Conditions to the Project Approval: All approvals, permits and consents for the project by the County shall only become effective, and are expressly conditioned upon performance by the APPLICANT, and if a separate party, by the LANDOWNER, upon the following:

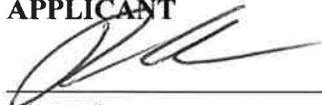
- 1.1 Full performance of all conditions imposed in connection with the applicable permit or the Project approved.
- 1.2 Posting of any fees for CEQA review required by the California Fish & Game pursuant to AB 3158, in the amount of \$2,210.25 for a Negative Declaration, and \$3,070.00 for an Environmental Impact Report.
- 1.3 Full performance of the terms and conditions hereof.
- 1.4 Compliance with all required mitigation measures of an approved environmental document for the application project.
- 1.5 Security Deposits (if required) for fulfillment of any conditions.

2. Terms of Agreement: The terms of this Agreement consist of:

- 2.1 This Indemnification and Reimbursement Agreement facing sheet
- 2.2 The conditions for charging Extraordinary Costs attached as Exhibit A
- 2.3 The Additional Terms attached as Exhibit B
- 2.4 The General Provisions attached as Exhibit C
- 2.5 Notices and Supplemental Terms attached as Exhibit D

This Agreement is entered into as of _____, 2016.

APPLICANT


(Signature)
Billy Epps
(Type or print name)

COUNTY

Lee Adams, Chairman
Sierra County Board of Supervisors

LANDOWNER


(Signature)
Billy Epps
(Type or print name)

APPROVED AS TO FORM:

Christen Curtis
County Counsel

ATTEST:

Heather Foster
Clerk of the Board

**CONDITIONS FOR CHARGING
EXTRA COSTS
EXHIBIT "A"**

A.1 BACKGROUND

The County of Sierra is authorized to charge for the actual costs of processing land use permits including all staff and administration and County Counsel time actually expended on the Project. While the County has previously established a schedule of fees for normal permit processing, there are times when the permit fees do not cover the costs incurred by the County for applications requiring significant amounts of staff and/or counsel time and/or in retaining consultants who may need to be retained in conjunction with the processing of an application that is filed with the County. In the event that the processing of an application for a permit, general plan amendment and/or rezoning of property requires, in the judgment of the Planning Department, more than the customary amount of time allocated to a type of application and/or results in the County retaining an outside consultant or consultants (including without limitation incurring fees for counsel), addition fees will be charged to cover the costs incurred by the County. The following events or circumstances (referred to as "Extraordinary Events") are examples (without limitation) of the circumstances that may give rise to extra costs:

- A.1.1 Incomplete or inaccurate information provided by an APPLICANT;
- A.1.2 A change in an application by means of an amendment, correction or otherwise;
- A.1.3 Opposition to a project;
- A.1.4 Submission of a controversial application, whether or not specifically or initially opposed;
- A.1.5 An appeal of a land use decision;
- A.1.6 Non-compliance in whole or in part by an APPLICANT with a condition of an application, a permit or a planning or building department request;
- A.1.7 Delays in processing caused in part by the APPLICANT or the latter's agents;
- A.1.8 Unique, novel or irregular applications or requests by an APPLICANT;
- A.1.9 Other circumstances or events which increase the workload of County staff to process an application.
- A.1.10 Hiring of outside consultants

A.2 NOTICE OF EXTRAORDINARY EVENT AND REQUEST FOR DEPOSIT

In the event that one or more Extraordinary Events arise or are reasonably foreseen, the Director of Planning may give written notice thereof to the APPLICANT together with a request for deposit of Extraordinary Costs ("Costs") [Exhibit B - Provision 1.1].

A.3 SUBMISSION OF DEPOSIT

Upon receipt of such Notice, APPLICANT shall have ten (10) days to deposit the sums so requested. Failure to comply with a deposit request shall be governed by Exhibit B - Provision 1-6.

A.4 RIGHT OF WITHDRAWAL

Extraordinary Costs, the APPLICANT has the right to withdraw or abandon APPLICANT's project and/or application without incurring any further costs beyond those incurred to the date of receipt by the Director of Planning of the Notice to Withdraw or Abandon the Application.

A.5 OBLIGATION AFTER DEPOSIT

In the event APPLICANT deposits the costs requested, the County shall proceed or continue with application processing and APPLICANT shall be responsible for the costs as billed, whether or not the latter are covered by or included in the Deposit.

A.6 FURTHER TERMS AND CONDITIONS

The use of the Deposit, responsibility for costs and the further terms and conditions of this Agreement are as set forth in Exhibits B and C and, if applicable, Exhibit D hereof.

A.7 EXTRAORDINARY COST SCHEDULE

Extraordinary Costs include:

Planning staff time billed based on the following formula: Gross salary per hour of each employee x hours billed

- County Counsel - At cost
- County Counsel Staff - \$20 per hour
- Special Counsel - As billed to County
- Consultants - As billed to County
- Other Costs - As authorized by County Ordinance or Resolution

**TERMS
EXHIBIT "B"**

B.1 DEPOSIT.

B.1.1 "INITIAL DEPOSIT." APPLICANT shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "SIERRA COUNTY TREASURER".

B.1.2 INCREMENTAL DEPOSITS. The COUNTY may request deposits in advance of expenditures or obligations for expenditures. With the exception of the requirements of Provision B.2, APPLICANT shall only be liable for the amount of costs actually incurred by the COUNTY to the date of the request for additional deposits. No individual deposit request (exclusive of deposit on consulting contracts) shall exceed \$25,000 without APPLICANT's prior written authorization or assent.

B.1.3 ADDITIONAL DEPOSITS. If the deposit or any increases therein is inadequate to pay for Costs actually incurred by the COUNTY, APPLICANT will be notified immediately of the need to supplement the deposit. The APPLICANT shall only be contractually obligated to pay or to increase deposits beyond that which it otherwise agrees up to the limitation set forth in Provision B.2 below.

B.1.4 USE OF DEPOSITS. The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. The use of the Initial Deposit funds and all future deposits shall include costs of administrative review, consulting fees, legal review, and any other actual costs incurred in support of the Application processing and any applicable environmental review of the Project (collectively referred to as "Costs".) Costs include those expenses incurred on the Project from its inception. Credit shall be given for any standard application permit fee paid by APPLICANT. Further, deposit will be required in the full amount of any contract or contracts for consulting services. Costs shall include the total dollar amount of all COUNTY personnel time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the COUNTY to such individual(s)), all fees and costs charged by outside consultants and contract personnel, amounts expended for photo copies, telephone calls, FAX charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other costs incurred or expended by the COUNTY in direct connection with the Project.

B.1.5 DRAW DOWN OF DEPOSIT. On a monthly basis, or on such other time intervals as the Director of the PLANNING DEPARTMENT may deem appropriate, Costs incurred shall be deducted from the Deposit and an accounting of the status of the Deposit shall be provided to the APPLICANT. In the case of Costs expended against billings from outside consultants, the amount of such billing statements shall be provided to the APPLICANT. The APPLICANT shall not be entitled to any detail revealing the substantive contents or "detail of billings" pertaining to legal advisement to the COUNTY by contract attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the COUNTY General Fund, as the case pertains.

B.1.6 FAILURE OF MAKE DEPOSITS. In the event that APPLICANT does not make deposits as requested pursuant to the terms hereof, the processing of the Application may be suspended by the COUNTY. The refusal or failure to make a requested deposit within sixty (60) days after request shall constitute an abandonment of the Project by the APPLICANT and shall terminate all processing of the Application. The COUNTY shall not be liable for such termination and APPLICANT hereby indemnifies and holds the COUNTY harmless from any and all claims arising out of such termination including those of APPLICANT. Any request for deposit or payment to the COUNTY must be made in writing and mailed or telefaxed, in accord with "Notices" set forth on Exhibit "A". The APPLICANT shall have ten (10) working days from the date of mailing and telefaxing within which to remit the amount requested before the COUNTY may exercise the remedies for "Failure to make Deposits" set forth herein. Any delay in providing deposits or payments by APPLICANT as requested after the ten (10) days specified herein shall toll any time periods required for document processing by the COUNTY, including those under the Permit Streamlining Act, for the period of time equal to the date of the request for deposit to the date of receipt of the requested deposit minus the ten (10) day performance period ("the Delay Time") if the Delay Time is ten (10) calendar days or less. If the delay exceeds ten (10) calendar days beyond the ten (10) day performance time, then the tolling period shall be equal to the Delay Time plus thirty (30) days.

B.1.7 DEPOSITS IN EXCESS OF COSTS. If the actual Cost of the Application and environmental review is less than the deposit, the excess amount will be returned to the APPLICANT or applied toward subsequent phases of environmental review on the APPLICANT's Project or any subsequent projects at the option of the APPLICANT, including the Costs of the EIR or any supplemental environmental reviews. If APPLICANT includes both an APPLICANT and LANDOWNER, both must give joint signed instructions for handling funds.

B.2 OBLIGATION FOR COSTS.

APPLICANT is responsible for all Extraordinary Costs in connection with Application processing and all necessary environmental review processing. In the event that the Extraordinary Costs exceed or are in the opinion of the Director of the PLANNING DEPARTMENT expected to exceed the amount of deposit as set forth in Provision 1 above, the COUNTY may request an additional deposit to cover such Costs or may bill APPLICANT for Costs accrued but unpaid, or both. In the event that APPLICANT objects to making any further payments or deposits, APPLICANT shall only be contractually obligated up to an amount not to exceed twenty percent (20%) over the initial deposit (referred to as "Cost Overruns"). In the event that APPLICANT refuses to make deposits or to pay cost incurred, the COUNTY may close the Project application processing and may seek recovery from the Undersigned for the costs incurred and the party's rights and responsibilities shall be governed under Provision B.1.6 ("Failure to Make Deposits") above.

B.3 PROJECT ACCOUNTING.

The COUNTY shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by the APPLICANT, which records may be inspected in the PLANNING DEPARTMENT by the APPLICANT, a report of which shall be provided to APPLICANT on a monthly basis.

B.4 LEGAL DEFENSE.

In the event that any litigation is initiated by any third party in which the COUNTY is named in any capacity arising out of or in connection with the Project, APPLICANT agrees to defend the COUNTY and at the COUNTY's request to appear and represent it at APPLICANT's sole cost and expense; **provided however, that APPLICANT shall not be obligated to defend or indemnify the COUNTY against any claims, actions or litigation arising out of damages, personal injury or death caused by the COUNTY's negligence or willful misconduct.** (The foregoing shall not limit the right of the COUNTY to appear and defend against any or all issues or causes of action.)

B.5 INDEMNIFICATION.

The Undersigned, jointly and severally, do(es) indemnify and agree to hold harmless the County, its Officers, Agents, and employees from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all direct and administrative costs, attorneys' fees including county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including but not limited to notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and the Undersigned shall make a deposit in the amount requested by the Director of Public Works, in the initial amount of which shall not exceed ten thousand dollars (\$10,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to the Undersigned by warrant made payable to APPLICANT and LANDOWNER as they mutually advise in writing. In the event that the Undersigned fails or refuses to make deposits as requested hereunder, in addition to any and all remedies in law or equity, the County may cease to proceed with any administrative action, any affirmative action, or refuse or abstain from defense of any such action and/or may enter into any stipulation, the results of which voids, retracts or restricts the Project or any permit or entitlement pertaining to the Project.

**GENERAL PROVISIONS
EXHIBIT "C"**

C.1 INTERPRETATION AND ENFORCEMENT.

C.1.1 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

C.1.2 ASSIGNMENT. This Agreement constitutes a personal contract and no party hereto shall assign or transfer this Agreement, or any part thereof, without the prior written consent of the other(s), unless such transfer is otherwise expressly permitted hereby.

C.1.3 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

C.1.4 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

C.1.5 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

C.1.6 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C.1.7 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

C.1.7.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

C.1.7.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

C.1.8 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

C.1.9 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

C.1.10 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

C.1.11 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

C.1.12 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

C.1.13 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of

competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

C.1.14 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Sierra, State of California.

C.1.15 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

C.1.16 INCORPORATION OF EXHIBITS. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

C.1.17 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

C.1.18 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon. Both APPLICATION and LANDOWNER shall be jointly and severally responsible and liable for performance hereunder.

C.1.19 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code (107). For all purposes of compliance by County with a Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the County of Sierra. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this if created; and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

NOTICE AND SUPPLEMENTAL TERMS
Exhibit "D"

D.1 NOTICES.

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

If to "COUNTY":

If to "APPLICANT":

Chairman, Board of Supervisors _____
County of Sierra
Post Office Drawer D
Downieville, California 95936

APPLICANT:

LANDOWNER:

With a copy to:

With a copy to:

County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

D.2 SUPPLEMENTAL TERMS.

none

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

MEETING DATE: July 19, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
DEPARTMENT: Department of Public Works and Transportation APPROVING PARTY: Tim H. Beals PHONE NUMBER: 530-289-3201	

AGENDA ITEM: Amendment to Professional Services Agreement 97-068 with Bastian Engineering to increase compensation for Fiscal Year 2016.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: This contract renews annual in the amount of \$15,000, however final expenditures are project driven. The contract was amended in February to \$19,000, but an additional \$500 is needed to complete payment for the 2016 Fiscal Year.

FUNDING SOURCE: GENERAL FUND 0015290 COUNTY ENGINEER
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND:
AMOUNT: \$500 N/A

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

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD _____ DATE _____

AGREEMENT NO:
(An Amendment to Agreement No. 97-068)

**AMENDMENT TO
AGREEMENT FOR
PROFESSIONAL SERVICES – County Engineer**

The following is an Amendment to that certain Agreement No. 97-068 (“Agreement”) with an Effective Date of April 15, 1997, by and between the County of Sierra, a political subdivision of the State of California (“the County”) and Bastian Engineering, (“Contractor”).

1. Provision 3 of the Agreement, pertaining to the Payment refers to Attachment B. Attachment B of the Agreement pertaining to “Payment” is hereby amended as follows:

AMENDMENT TO ATTACHMENT B

The maximum contract amount, as set out in Paragraph B.1, is amended to increase same to the sum of \$19,500.00 (a contract increase of \$500) for fiscal year 2015-2016. All other provisions of Paragraph B.1 shall remain in effect.

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

2. This Amendment shall have an Effective Date of June 1, 2016.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of July 19, 2016.

COUNTY OF SIERRA

“CONTRACTOR”

LEE ADAMS
Chairman, Board of Supervisors

DAN BASTIAN
BASTIAN ENGINEERING

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

**AMENDMENT to AGREEMENT
FOR PROFESSIONAL SERVICES
Engineering Services
Plumbago Bridge Replacement Project**

The following is an amendment to that certain Agreement No. 2014-097 (“Agreement”) with an Effective Date of September 29, 2014, by and between the County of Sierra, a political subdivision of the State of California (“the County”) and **MGE Engineering, Inc.**, “Contractor”.

1. Provision 2 of the Agreement, pertaining to Term is hereby amended to extend the termination date to June 30, 2018.
2. All other terms and conditions of the Agreement to remain the same.
3. This Amendment shall have an Effective Date of July 1, 2016.

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

COUNTY OF SIERRA

“CONTRACTOR”

LEE ADAMS
Chairman, Board of Supervisors

FRED HUANG
MGE Engineering, Inc.

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

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

MEETING DATE: July 19, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Department of Public Works and Transportation
APPROVING PARTY: Tim H. Beals
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Amendment to Professional Services Agreement 2014-096 with MGE Engineering for time extension on the Packer Lake Road Bridge Replacement Project.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: This is a time extension only. This project is anticipated for construction in 2018.

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

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

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD _____	DATE _____
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**AMENDMENT to AGREEMENT
FOR PROFESSIONAL SERVICES
Engineering Services
Packer Lake Road Bridge Replacement Project**

The following is an amendment to that certain Agreement No. 2014-096 (“Agreement”) with an Effective Date of September 29, 2014, by and between the County of Sierra, a political subdivision of the State of California (“the County”) and **MGE Engineering, Inc.**, “Contractor”.

1. Provision 2 of the Agreement, pertaining to Term is hereby amended to extend the termination date to June 30, 2018.
2. All other terms and conditions of the Agreement to remain the same.
3. This Amendment shall have an Effective Date of July 1, 2016.

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

COUNTY OF SIERRA

“CONTRACTOR”

LEE ADAMS
Chairman, Board of Supervisors

FRED HUANG
MGE Engineering, Inc.

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

**AMENDMENT to AGREEMENT
FOR PROFESSIONAL SERVICES
Engineering Services
Salmon Lake Road Bridge Replacement Project**

The following is an amendment to that certain Agreement No. 2014-095 (“Agreement”) with an Effective Date of October 7, 2014, by and between the County of Sierra, a political subdivision of the State of California (“the County”) and **MGE Engineering, Inc.**, “Contractor”.

1. Provision 2 of the Agreement, pertaining to Term is hereby amended to extend the termination date to June 30, 2018.
2. All other terms and conditions of the Agreement to remain the same.
3. This Amendment shall have an Effective Date of July 1, 2016.

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

COUNTY OF SIERRA

“CONTRACTOR”

LEE ADAMS
Chairman, Board of Supervisors

FRED HUANG
MGE Engineering, Inc.

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

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

MEETING DATE: July 19, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Clerk of the Board APPROVING PARTY: Heather Foster, Clerk-Recorder PHONE NUMBER: 530-289-3295
--

AGENDA ITEM: Amendment to the Alleghany County Water District Conflict of Interest Code.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Conflict of Interest Code.

BACKGROUND INFORMATION: The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county.

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

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

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD _____	DATE _____
--------------------------	------------

RECEIVED
JUL 08 2016
BY: _____

2016 Local Agency Biennial Notice

Name of Agency: Allegheny County Water District
Mailing Address: P.O. Box 860, Allegheny CA 95910
Contact Person: Rae Bell Arbogast Phone No. 530-287-3204 district # answering machine
530-287-3223 (Rae Bell work #)
Email: alleghenywater@gmail.com Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

- * An amendment is required. The following amendments are necessary:
(Check all that apply.)
 - ? Include new positions
 - ? Revise disclosure categories
 - ? Revise the titles of existing positions
 - ? Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
 - Other (describe) _____
- * The code is currently under review by the code reviewing body. - Please see attached. Our understanding was that the BOS needs to approve
- No amendment is required. (If your code is over five years old, amendments may be necessary.) The attached amendment ^{that} was sent to the clerk's office in April 2016

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

R. Bell
Signature of Chief Executive Officer

7/5/16
Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2016**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

Alleghany County Water District (ACWD) Policies & Procedures

Policy #4 Alleghany County Water District Conflict of Interest Code

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with attached Appendix A in which members of the Board of Directors and employees are designated, and in which disclosure categories are set forth, constitute the Conflict of Interest Code of the Alleghany County Water District.

Each action taken by a Board member and/or employee in the course of their duties will be motivated by the District's best interests and will be free of outside influence and self interests. In addition, board members shall not in any way directly or indirectly financially benefit from any aspect of the district's operations.

In accordance with this policy, Board and employees shall comply with the following:

1. Board members must abstain from voting on any action in which they have a financial interest.
2. No board member shall accept any remuneration in money or services from the district, except as allowed for by Government Code Section 30507.
3. Board members and employees, as described in Appendix A of the Alleghany County Water District conflict of interest code shall file a Statement of Economic Interests, Form 700 annually by April 1st with the Clerk of the County of Sierra who shall retain copies and make the statements available for public inspection and reproduction. (Gov. Code section 81008).

Appendix A Disclosure categories. Category 1 shall disclose all information as required on Form 700.

Category 1: Alleghany County Water District Board of Directors.

2nd Revision adopted 3/22/16 by the following vote:
(date)

Ayes: Arbogast, DeWeese, Hamb Nays: Mehrmann, Tenney Absent: 0 Vacant: 0 Abstain: 0

Submitted to the Sierra County Board of Supervisors for approval 3/25/16
(date)

Approved by the Sierra County Board of Supervisors: _____
(date)

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

MEETING DATE: July 19, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: County Clerk-Recorder/Elections APPROVING PARTY: Heather Foster, Clerk-Recorder PHONE NUMBER: 530-289-3295

AGENDA ITEM: Resolution approving contract for HAVA Section 301 Voting Systems Program Grant Funds.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Grant agreement for Help America Vote Act Funding

FUNDING SOURCE: GRANT FUNDING
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$5,098.38 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**RESOLUTION APPROVING SIERRA COUNTY ENTERING INTO A CONTRACT
FOR HAVA SECTION 301 VOTING SYSTEMS PROGRAM GRANT FUNDS**

Resolution 2016-

WHEREAS, the Help America Vote Act of 2002 has been enacted to improve election administration and to provide Counties with federal funds to assist in complying with the requirements of HAVA; and

WHEREAS, the purpose of this agreement would be to assist the County of Sierra in complying with the requirements of Section 301 of the Help America Vote Act of 2002; and

WHEREAS, the County will enter into an agreement with the Secretary of State to receive the maximum grant amount of \$5,098.38.

NOW, THEREFORE, BE IT RESOLVED that the Sierra County Board of Supervisors, County of Sierra, State of California does:

1. Elects to participate in the HAVA Section 301 Voting Systems Program for the term of July 1, 2016 to June 30, 2021; and
2. Approves the execution of an agreement between the County of Sierra and the Secretary of State's Office to receive HAVA Section 301 grant funds; and
3. Appoints the County Clerk as the County's designee to conduct all negotiations, execute and submit all documents including, but not limited to, payment requests for reimbursement of HAVA Section 301 authorized expenditures.

ADOPTED by the Board of Supervisors of the County of Sierra on the 19th day of July, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

LEE ADAMS, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 16G30124
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
Secretary of State
 CONTRACTOR'S NAME
Sierra County
- The term of this Agreement is: July 1, 2016, or upon approval by Dept. of General Service, if required, whichever is later **through** June 30, 2021
- The maximum amount of this Agreement is: \$5,098.38
 Five thousand, ninety-eight dollars and thirty-eight cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	GTC-610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	2 pages
Exhibit F – County Resolution	Page(s)
Exhibit G – Contractor HAVA Activity Report	1 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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.) Sierra County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS PO Drawer D Downieville, CA 95936		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Hanneman, Chief, Management Services		
ADDRESS 1500 11th Street, Sacramento, CA 95814		

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "HAVA Section 301 Voting Systems Program and Certification of HAVA Title III Compliance."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Sierra (County) with federal funds (HAVA funds), CFDA Number 90.401, administered by the U.S. Elections Administration Commission (EAC) to assist the County in, or reimburse the County for, complying with the requirements of Section 301 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA), subject to the provisions of Agreement and all requirements of state and federal law, regulations and procedures. Section 301(a) of HAVA requires that each voting system used in a federal election on or after January 1, 2006 must:

1. Permit the voter to verify privately and independently the votes selected before casting a ballot and must permit the voter privately and independently to change or correct a ballot before it is cast (known as 'second chance' voting), including receiving a replacement ballot;
2. Notify the voter of "overvotes," i.e., if the voter has selected more candidates than permitted, before the ballot is cast, and the consequences of "overvoting." Paper ballot voting systems, such as central-count, optical scan and vote-by-mail systems, may comply by means of a voter education program;
3. Produce a permanent paper record with a manual audit capacity for such system;
4. Be accessible to voters with disabilities, including voters with visual impairment, in a manner that provides the same opportunity for access and participation, including privacy and independence, as for other voters. This requirement can be met by providing at least one direct recording electronic (DRE) voting unit, or other voting device equipped for individuals with disabilities, at each polling place. In addition to HAVA, pursuant to *California Elections Code* section 19250, (Statutes of 2004, Chapter 814 [SB 1438]), all DREs must, beginning January 1, 2006, include an accessible, voter-verifiable paper audit trail (AVVPAT). If the DRE does not already include an AVVPAT, the voting system must be replaced or modified to include an AVVPAT; and
5. Meet all of the requirements of alternative language access pursuant to the Voting Rights Act of 1965, as amended.

The provisions of this Agreement are to be interpreted to further this purpose and County compliance with the mandates of HAVA Section 301.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

- a. For County: Heather Foster (530) 289-3295
- b. For State: Kathryn Chaney (916) 695-1657

**EXHIBIT A
(Standard Agreement)**

D. USE OF FUNDS

Any HAVA funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. For the lease or purchase of California state approved voting systems, or components of voting systems, that are accessible for individuals with disabilities (DREs or other accessible units), including vendor delivery, installation and related training costs. For purposes of this subparagraph, "voting systems, or components of voting systems, that are accessible for individuals with disabilities," means systems that comply with HAVA, subsections 301(a)(1)(A)(i) and (ii) and 301(a)(3)(A);
2. For the lease or purchase of California state approved voting systems or voting system components, including DRE voting systems or DRE voting system components that provide for the presentation of ballots in languages other than English. This item shall include voting systems or voting system components provided that: 1) the voting systems or voting system components were approved for use in California at the time they were leased or purchased; and 2) they include an accessible, voter-verifiable paper audit trail (AVVPAT), as required by *California Elections Code* Section 19250, (Statutes of 2004, Chapter 814 [SB 1438]);
3. For the lease or purchase of California state approved voting systems or voting system components that provide for "second chance" voting by notifying voters of overvotes, undervotes, or other potential errors prior to the voters casting ballots and giving the voters the opportunity to correct the potential errors before the ballots are cast and counted;
4. The lease or purchase of voting system components and/or the cost of voting system modifications necessary to allow a voting system with a voter-verified paper audit trail (VVPAT) to be accessible to individuals with disabilities or for the presentation of VVPAT in languages other than English.
5. Pursuant to Section 251(c)(1) of HAVA, for reimbursement of costs incurred by the County, and not otherwise reimbursed pursuant to Proposition 41 or any other state or federal program, in obtaining voting equipment which meets the requirements of Section 301 of HAVA.
6. The reasonable cost of transportation for delivery to the county of any of the voting systems or voting system components described above, provided that the voting systems or voting system components are leased, purchased or acquired during the period of Agreement;
7. The reasonable cost of voter education with respect to use of the voting systems or voting system components described above and other HAVA requirements directly related to the process of voter registration and casting or counting votes, including provisional voting rights and information to voters about casting 'overvotes,' that are implemented as a part of the statewide federal elections when introducing a new voting system for use in this county. This voter education program is reimbursable only for the first federal election cycle in which this equipment is used in this county.
8. The reasonable cost of election official/poll worker training with respect to use of the voting systems or voting system components described above and other HAVA requirements directly related to the process of voter registration and casting or counting votes, including provisional voting rights and information to voters about casting 'overvotes,' that are implemented as a part of the statewide federal elections when introducing a new voting system for use in this county. This election official/poll worker training program is

**EXHIBIT A
(Standard Agreement)**

- reimbursable only for the first federal election cycle in which this equipment is used in this county.
9. The reasonable cost of salaries, wages, and benefits for staff, consultants or contractors necessary to lease, purchase, acquire and deploy eligible voting systems or voting system components described above, including chain of custody requirements.
 10. The reasonable cost of storage and warehousing, cell phones, forklifts, and/or retrofitting a voting system with an accessible voter-verified paper audit trail, up to a maximum of \$2,606.32, which represents the remaining balance of the County's proportionate share of a minimum requirements payment calculated pursuant to HAVA Section 252 (c) that may be used by a county in accordance with HAVA Section 251 (b)(2)(B) and in accordance with advice provided by the federal Election Assistance Commission, the federal authorizing agency for the HAVA, that such is an allowable expense pursuant to HAVA Section 251 (b)(2)(B).
 11. The reasonable cost of absentee voting system equipment upgrades and the reasonable cost of services, training and initial implementation of any new absentee voting system process or procedural changes that improve the effectiveness and efficiency of the absentee voting process for voters and elections officials. Such costs are reimbursable only to the extent that expenditures for absentee voting system upgrades are in accordance with the voting system requirements of Section 301, including, Section 301 (a), which requires, in part, that at least one voting unit per polling place is accessible to disabled voters and Sections 301 (a)(1)(A) and 301 (c), allowing for the use of paper-based voting systems under specified conditions.
 12. Upon the Secretary of State certifying in writing compliance with HAVA Title III to the United States Election Administration Commission, the County may use any remaining funds for the "improvement of the administration of elections" in accordance with HAVA Section 251 (b)(2)(A).
- E. Notwithstanding any provision of this Agreement, including Paragraph D of Scope of Work, County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of HAVA funds for:
1. The cost of purchasing any motored vehicle;
 2. The cost of leasing for more than 30 days of any motored vehicle;
 3. The cost of purchasing any real property;
 4. The cost of leasing any real property;
 5. The cost of promotional items and memorabilia;
 6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts; information technology equipment and systems that are not a component of a voting system; reproduction and printing equipment that is not a component of a voting system;
 7. General office supplies;
 8. Any indirect rate or overhead costs distributed to county administrative support services.

**EXHIBIT A
(Standard Agreement)**

- F. Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken and payment is made for any activities outside of the scope of work.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act or a HAVA Spending Plan or Spending Plan amendment of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act or a HAVA Spending Plan or Spending Plan amendment for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The County has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**EXHIBIT B
(Standard Agreement)**

4. Maximum Amount of HAVA Funds to be Provided to County Under this Program

County shall not receive, pursuant to this Agreement, more than \$5,098.38, in the aggregate. County's share is the county's remaining balance of the original appropriation authorized in 2005.

5. Failure to Properly Claim Maximum Amount of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

6. Basis of Claims

Subject to the provisions of Paragraph 8 below related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph D of Exhibit A "Scope of Work".

7. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this Program. Such criteria shall include requirements that all claims:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph D of Exhibit A "Scope of Work";
- (2) Include the total amount of the claim;
- (3) Identify whether additional claims are expected to be submitted;
- (4) Include the hourly charge of any contractor for which a claim is made for their time;
- (5) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (6) Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and
- (7) Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

**EXHIBIT B
(Standard Agreement)**

8. Application of OMB Circular A-87

OMB Circular A-87 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

9. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after March 31, 2016, and before June 30, 2021.

10. Payments of Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

11. Deadline for Submitting Claims

The deadline for submitting any claim under this program is 90 days after the termination date of this Agreement.

12. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

13. Documentation to be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim presented in the same order as shown on the accompanying summary sheet, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

14. Order of Processing

Claims shall be processed by the Secretary of State in order of receipt.

15. Work Outside of the Scope of Work

Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work, except as specified in Exhibit B Paragraph 9. Changes to the scope of work must be approved before work is undertaken.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to the Internet site below.

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by County indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. CFDA Number for this contract is 90.401. Accordingly, all documents and electronic files must be produced upon request by the auditors. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor.
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), OMB Circular A-87, and 41 CFR 105-71 ("Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" [also known as the "Common Rule"]) incorporated herein by reference, shall govern with respect to all aspects of this Program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>.
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period;
 - d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual; and
 - e. Follows EAC guidance (as given in Funding Advisory Opinions 08-006 and 08-007 – available on the EAC website) regarding the disposal or sale of equipment or sensitive property purchased with HAVA funds.
5. Records shall be maintained for three years after termination of this Agreement and for at least one year following any audit or final disposition of any disputed audit finding.
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with this Agreement and all applicable laws.
8. County shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

EXHIBIT D
(Standard Agreement)

B. GENERAL PROVISIONS

1. HAVA funds can only be used for the purposes for which the HAVA funds are made.
2. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
3. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at <https://osc.gov/Pages/HatchAct.aspx>.
4. Proceeds received by the County for the sale of equipment or sensitive property originally purchased by HAVA funds shall be deposited in an interest-bearing account and used in accordance with procedures outlined in EAC FAO 08-007. Such sales shall be reported in writing to the Secretary of State within 30 days of completion. Interest earned on funds shall be reported to the Secretary of State within 90 days of the close of each fiscal year. Upon expenditure of these funds and interest earned, County will report such expenditure to the Secretary of State, along with documentation of such expenditure, including invoices, agreements or other documentation.
5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of termination of this Agreement. All interest must be used by the County for the purpose of implementing activities allowable under this Agreement.
6. Funds not claimed by County within 90 days of the end date of this contract , or any funds claimed by a county that are not approved for use by the Secretary of State within 180 days of the end date of this contract, shall revert to the Secretary of State for HAVA Section 301-related expenses.
7. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount.
8. This Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.
9. Pursuant to federal policy, this Agreement may be terminated by the State with 30-day written notice to County.
10. County warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT D
(Standard Agreement)

11. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.
12. Pursuant to federal law, by signing this Agreement the County certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the County must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at <http://www.dol.gov/ofccp/regs/compliance/preaward/debarlist.htm>.

**EXHIBIT E
(Standard Agreement)**

ADDITIONAL PROVISIONS

1. Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

**EXHIBIT E
(Standard Agreement)**

7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

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

MEETING DATE: July 19, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Clerk-Recorder APPROVING PARTY: Heather Foster PHONE NUMBER: 530-289-3295
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AGENDA ITEM: Minutes from the regular meeting held on February 16, 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? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD

DATE



**STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
MINUTES
REGULAR MEETING**

Lee Adams, Chair, District 1

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

Peter W. Huebner, Vice-Chair, District 2

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

Paul Roen, District 3

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

Jim Beard, District 4

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

Scott A. Schlefstein, District 5

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

The Sierra County Board of Supervisors met in regular session commencing at 9:00 a.m. on February 16, 2016 in the Loyalton Social Hall, in the Loyalton City Park, Loyalton, CA. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Supervisor Roen

ROLL CALL

Present: Lee Adams, Supervisor, Chair, District #1
Peter W. Huebner, Supervisor, Vice-Chair, District #2
Paul Roen, Supervisor, District #3
Jim Beard, Supervisor, District #4
Scott A. Schlefstein, Supervisor, District #5

Staff: Michelle Burr, Chief Deputy Clerk-Recorder
Jim Curtis, County Counsel
Van Maddox, Auditor/Treasurer Tax-Collector
Tim Beals, Director of Planning and Transportation
Darden Bynum, Director of Health and Human Services
Laura Marshall, Assessor/IS Manager

APPROVAL OF CONSENT AGENDA

At the request of the Clerk, Consent Item 10.H. was pulled from the agenda.

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

The Board moved to approve the Consent Agenda.

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

10. CONSENT AGENDA

- 10.A. Resolution approving Boating Safety and Waterways Enforcement Financial Aid Program Agreement for fiscal year 2016/2017. (SHERIFF)

ADOPTED, Resolution 2016-011
APPROVED, Agreement 2016-014

- 10.B. Resolution approving amendment to agreement 2014-123 between the Department of Health Care Services and Sierra County Behavioral Health for Substance Use Disorder (SUD) services for fiscal year 2016/2017. (BEHAVIORAL HEALTH)

ADOPTED, Resolution 2016-012
APPROVED, Agreement 2016-015

- 10.C. Approval of letter of endorsement confirming the hiring of Kathryn Hill, MFT, as Assistant Director for Behavioral Health. (BEHAVIORAL HEALTH)

- 10.D. Resolution approving the Sierra County Allocation Funding Application, (AFA) and the Scope of Work, (SOW) for the ongoing Maternal, Child and Adolescent Health (MCAH) Program for fiscal year 2015/2016 and authorizing Darden Bynum, Director, to sign documents regarding the AFA. (PUBLIC HEALTH)

ADOPTED, Resolution 2016-013

- 10.E. Approval of letter of support for Sierra Buttes Trail Stewardship regarding trail maintenance grant letter of support. (CHAIR ADAMS)

- 10.F. Approval of letter of support for Sierra Buttes Trail Stewardship for state Off Highway Vehicles (OHV) grant regarding Packsaddle trailhead, staging area, and multiple use trail. (CHAIR ADAMS)
- 10.G. Rescission of Sierra County Agreement No 2016-010 and approval of revised professional services agreement between Robert J. Shulman, Attorney at Law and the County of Sierra to correct the effective date of the agreement. (CLERK OF THE BOARD)

APPROVED, Agreement 2016-016

APPROVAL OF REGULAR AGENDA

The Board moved to approve the Regular Agenda as amended.

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

REGULAR AGENDA

2. PUBLIC COMMENT OPPORTUNITY

At 9:05 a.m. Vice-Chairman Huebner opened and closed the public comment opportunity with no persons addressing the Board.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

Supervisor Beard reported that the location for the meeting with the Plumas Sierra Tele Communications has been moved from the Golden West to the City Center due to the number of people expected to attend.

Supervisor Schlefstein informed the Board of a couple of upcoming meetings; one on March 4, 2016 with the Mental Health Advisory Board at 9:30 a.m. at the Wellness Center; and the Plumas Sierra Action Agency will be meeting on March 17, 2016 he believes in Susanville.

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Sheriff reported that they have implemented a new 911 system that includes a mapping program for 911calls. The calls will be plotted on the computer screen; and their address from where they are calling from will come up on a map.

The Sheriff also stated that his staff and the Assessor are working to implement all of the data to move forward with this system.

The Sheriff gave a brief update regarding the number of individuals that are getting stuck in the Boarder Town Crystal Peak area over the weekend.

The Director of Transportation gave a brief summary of the topic of discussion during a meeting with the Forest Service and the Yuba River Ranger District. The Director, Supervisor Adams, County Staff Members, Supervisor Huebner, Ranger Hayden and members of her staff attended that meeting on February 11, 2016.

The Director expressed great concern regarding the Sheriff's statement in his report pertaining to individuals getting stuck at Boarder Town Crystal Peak over the weekend. The Forest Service as an agency has significantly reduced funding to the county for Cooperative Law Enforcement services. The amount he thinks that was allocated from the Carson Range District for Humboldt-Toiyabe is \$1,500.00 and that was used in the first response the Sheriff made months ago. The Board has sent a letter to the Forest Service, Regional Forester the Forest Service Supervisors and it also extended a strong letter regarding the transient occupancy taxes. The Director went on to say as of today the Board has not received one response back regarding these letters.

The Director is encouraging the Board to bring this issue to the next meeting and taking a stronger stand than they have in the past.

The Director of Health and Human Services gave a summary regarding the three items that he has placed on the consent agenda.

At 9:13 a.m. Vice-Chair Huebner handed the meeting over to Chair Adams.

5. FOREST SERVICE UPDATE

Sierraville District Ranger Quentin Youngblood provided an update on various projects that are happening within the district including a pile burning program along Hwy 89 and Calpine. He also talked about a letter pertaining to the Plumas National Forest to continue the season of use and number of livestock permitted with a reduced number as per the last two years with the drought and a series of meetings regarding the Perazzo Meadows phase three project; the water shed restoration project. Ranger Youngblood stated with the awarding of the California Department of Fish and Wildlife funds; the amount was just over \$600,000 dollars. He will be meeting with the Truckee Watershed Council to formalize what the outreach and what the collaboration strategy looks like.

Ranger Youngblood went on to talk about a letter that they received from the Nevada Irrigation District requesting a hiatus from livestock grazing and are developing a comprehensive restoration strategy. They are working with Sierra County Fire Safe Council on a proposal for the prop one grants. Ranger Youngblood handed out a pre proposal to the Board, it is requesting just under \$250,000.00 dollars. He went on to discuss the information he handed out to the Board of Supervisors.

Ranger Youngblood continued providing information to the Board regarding various projects that the Forest Service is involved in throughout Sierra County.

Ranger Youngblood is requesting a letter of support from the Board of Supervisors.

Supervisor Roen made a motion of intent to provide a letter of support to be brought back to the next meeting.

By consensus of the Board a letter will be brought to the next meeting for approval.

Ranger Youngblood introduced Eli Ilano, new Tahoe Forest Supervisor. Mr. Ilano went on to talk about his former employment with the Tahoe National Forest and how he would like to create relationships with the Board and public in the future.

Mr. Ilano stated that Mr. Beals brought up some concerns that the county has related to Law Enforcement financial support as well as the transient occupancy tax. He went on to let the Board know that they have been working to increase the law enforcement agreement for many months and have sent over a draft agreement from the Tahoe National Forest. It raises the level of support to \$15,000.00 dollars as well as potentially an additional \$5,000.00 dollars above that bringing it to \$20,000.00 dollars, not sure if it has been signed yet. He went on to say that they were working on the agreement way before they received any letters because they knew that was a concern, so they have been working on improving that financial support. The transient occupancy tax has been a concern for many months and their office of general Counsel talked to the Board's County Counsel last fall about it and relayed that it's illegal and likely unconstitutional for them to pay that. But they have been trying to find other ways they can support the County, he is hoping that they can continue those conversations.

Mr. Ilano went on to say that they are developing a written response to the Board's letter, it takes time especially since it went to three national forests. In talking with you that you should know what that response is likely to look like, but I do want to work with you in finding a way to support the County on some of those issues.

Continued discussion ensued regarding the Transient Occupancy Tax.

County Counsel suggested having a conference call as a way to reactivate the issue.

6. PUBLIC WORKS / TRANSPORTATION - Tim Beals

- 6.A. Resolution of intent to vacate an unnamed alley, at the request of Jerome McCaffrey, as depicted in Book 15, Page of Assessor's Parcel Maps and as shown on attached Exhibit A to the resolution.

Director of Transportation stated that this is a request of the property owner Mr. McCaffrey who owns two lots that are bisected by an alley set in place since the town site was created. The Director referenced the map in the packet just following the resolution. There have been some abandonment procedures that have been approved by the Board of Supervisors in the past with respect to the alley on the west side just behind the fire station. The Director went on to say that Mr. McCaffrey has one piece of property, which has a proposed septic system on the opposite piece of property that makes the property next to highway 49 viable property and viable residence. This abandonment is part of the process, the streets and highway code which is a term for abandonment vacation proceedings requires a resolution of intent from the Board, puts the date out for public hearing in the future, the property is posted, notices of the public hearing are provided to the property owners immediately, and then the Board would conduct their hearing. If the hearing determines to vacate the alley then the resolution would be recorded to give constructive notice to all future property owners that the public street has been vacated.

Chair Adams clarified that this is the first step of a long process.

After a brief discussion of the item the Board moved to adopt the resolution of intent.

ADOPTED, Resolution 2016-014. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

6.B. Resolution authorizing application for grant funds from the California Department of Transportation Acquisition and Development Grant for a slurry seal project at SierravilleDearwater Airport and directing allocation of matching funds to be included in the fiscal year 2016 budget.

Director of Transportation explained that this item came before the Board several months ago and was discussed that a match would be required and would not take effect until the next fiscal year; which still is the case. The Director has been asked to submit a formal application with the division of aeronautics. That application requires a form of resolution which is attached, as part of the grant program once the resolution is adopted it certifies that the Board acknowledges and will provide a match of 10% to that project to have it completed. It is not committing the Board to the project; nor is it committing any resources at this point. It is just a certification that is acknowledging the requirement for the match and the Board is authorizing the application.

The Director stated that with the approval of this resolution two things must happen between now and the development of the project agreement. The Board will have to meet with the Finance Committee to recommend to the Board a source of revenue for the match. Once it is approved and the grant agreement is before the Board it is the expectation the project will begin the summer of 2016.

Chair Adams commented that this is way over due for the airport and suggested a direction to the Auditor as he is compiling the base line for next year's budget that he puts this in so it isn't forgotten and the Board will make an action to pull it back out.

After further discussion the Board moved to adopt the resolution authorizing application for grant funds from the California Department of Acquisition Development Grant for a slurry seal project at SierravilleDearwater Airport.

ADOPTED, Resolution 2016-015. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

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

The Director of Transportation stated that the only update he has received regarding this issue was that the Land Trust contacted the Nevada County RCD who was not fully opposed to carrying on the CEQA process, the manager of the district wanted it to be a decision by the Board and that Board has not met yet. The Director went on to say that he is not sure what the conclusion will be with respect of taking on the CEQA responsibilities.

The Director clarified that he hasn't received anything substantial since the second of February and this was disclosed at the board meeting. The Director is asking that this be a letter of support be put off until the next meeting. At the same time we can consider this along with the letter of support that Ranger Youngblood just requested. The Director will contact Laurie Oberholtzer at Land Trust to determine if there is a project that's moving forward and that this letter of support is critical.

Supervisor Roen gave an overview of the preliminary design that Ranger Youngblood presented to the Board.

The Director stated that there is a gap between February 2, 2016 and now; he will make sure that the gap is closed between now and the first.

Chair Adams stated that in the meeting he had with Ranger Hayden the other day there would be letters of support for trails including the Pack Saddle Trail. While there are two letters on the consent agenda today addressed on behalf of the Sierra Buttes Trail Stewardship the Forest Service would like similar letters. The Chair went on to say that he is assuming Ranger Hayden will be getting drafts for those letters of support for the next meeting.

After further discussion Chair Adams moved to continue this to the next meeting.

7.A. Resolution supporting renewal and expansion of pilot project regarding Off Highway Vehicles (OHV) opportunities. (CHAIR ADAMS)

Chair Adams stated that this issue was discussed during committee reports at the last Board meeting. He went on to give an over view regarding the pilot project and what it in tales. Chair Adams stated that this issue dates back to 2011 with assembly bill 628 by Connie Conway. It aloud for a pilot project in California under current vehicle code standards combined road ways for off highway vehicles and regular vehicular traffic that is limited to a maximum of 3 miles. Inyo County petitioned the legislature through assembly bill 628 to expand that to 10 miles in order to provide some connectivity for OHV opportunities on national forest land. The pilot project has been in place for 4 years, the law required that Inyo County report back to the legislature in January of this year. They have done that and they have requested that the legislature and governor continue the pilot project. Chair Adams went on to say that Mono and Sierra County showed an interest; and before the Board today is a resolution to put on record the interest of Sierra County and asking legislature to consider putting Sierra County into the bill. Senator Berryhill represents Mono, Inyo and several other Counties have drafted a bill to be heard in the legislature and this is to give to his office official support that we do want to be included.

After further discussion the Board moved to adopt the resolution in support of renewal and expansion regarding Off Highway Vehicles opportunities.

ADOPTED, Resolution 2016-016. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

6.D. Discussion and direction on continuation of water restrictions by State Water Resources Control Board.

The Director of Transportation referenced a newsletter from the state water control board that outlines the direction that the State of California will continue to pursue that was directed by the governor. What this means for Sierra County is that the water districts within the County need to be aware that those water restrictions have never been terminated; they continued so every water district should continue to maintain the 25 % reduction in use. For the County it specifically means Sierra Brooks Water System and the Kentucky Mine, the Public Works Department has filed the reports with the State Water Rights Control Board outlining the water consumption for 2015 they are comparing it to the water consumption made in 2013 and they are merging that into the state wide assessment on how the state is doing.

The Director went on to say that they are not going out after any particular districts as long as they conserve. The Sierra Brooks water system and the Kentucky Mine are the two water systems that the County has direct responsibility for. Those that have special districts within their supervisorial district this information should be shared with them so that they are aware of the current stage of these restrictions. The Director

explained that most of this applies to urban water suppliers which is not small water systems; there are no urban water suppliers in Sierra County. The Director stated that they would continue operating Sierra Brooks as though they are in water conservation mode. A letter will go out to all of the property owners to resolve any potential confusion but the restrictions that were amended by the Board by an ordinance for Sierra Brooks are still in place. They will continue routine inspections and will notify the individuals that are over the usage.

Supervisor Schlefstein asked the Director if he could give a short update on the Sierra Brooks water system improvement project.

The Director answered Supervisor Schlefstein's inquiry by stating that they have looked into everything they could with respect to the compliance with the Department of Fish and Wildlife and their requirements. The project from the land adjustments stand point is now pending before the state wildlife conservation board which is the agency that conducts the property transactions; he is expecting that to be approved. The Director went on to say that at this point he has not seen an agenda, he is expecting this to be on their agenda either in April or May. The Director went over what the process would be after it is approved. He went on to say that the project has to be a priority this summer for a number of reasons, he is placing it as a high priority project and it has to be in a position to be delivered this summer.

A brief discussion continued regarding the Sierra Brooks water system.

7. BOARD OF SUPERVISORS

- 7.B. Approval of MOU with Plumas County for services by Plumas County Veterans Service Office to veterans residing in Sierra County for fiscal year 2015/2016 and approval of certificates by County to California Department of Veterans Affairs to provide funding for veterans services in Sierra County. (CLERK OF THE BOARD)

Supervisor Roen gave a brief update regarding a meeting that the committee had with Mr. La Plante prior to that meeting they found a contract that had been facilitated but he doesn't think it had been approved by the Board. There was direction given to come back with a work plan and an amended agreement. Supervisor Roen stated that the Clerk has tried repeatedly to contact their office over the last week and has not received anything, other than the preexisting contract.

County Counsel explained the contract that is in the packet was signed without being submitted to be approved by the Board of Supervisors and fundamental provision of state law that the power rest with the Board as a body not as individuals and the contract will have to come back to board to be approved.

Further discussion ensued between Supervisor Roen and County Counsel regarding an amended contract and services provided to both sides of the County.

Supervisor Roen stated that there are two issues to address: one being what does the Board do regarding services that have been provided up until now and the other is; where do we go from here with the services.

County Counsel responded to Supervisor Roen's inquiry stating that the answer to number two is that it is up to Plumas County and the Veteran Service Office to provide some type of further agreement. With regards to the first issue it requires the Board to ratify the contract before the Auditor can give authority to pay for any invoices for services.

Chair Adams stated that what needs to be done is to clean up what has been done so far. There was a contract that was approved for 2014-2015 then there was a contract that was executed for 2015-2016 that never came before the Board. We have been operating under that agreement that was never approved by the Board.

Discussion ensued regarding the contract and providing reimbursement to veterans that would need to travel to Veteran Service Offices outside of Sierra County to get services.

The Auditor stated that there would need to be something in place that states the contract would be good until cancelled otherwise this issue would have to come back the Board for approval every year. He went on to talk about the funding at this time and where to get the \$11,500.00 to match what the state has cut.

Supervisor Roen stated that currently it would be half of that amount and questioned the last time that Mr. LaPlante came to Sierra County to provide services.

The Director of Health and Human Services responded to Supervisor Roen's inquiry stating that it was as late as last month.

Supervisor Roen stated that from that time forward services have been suspended because of what has been discussed. He went on to say that there needs to be a determination on what to do with the services that have been provided from last July until January.

Discussion ensued regarding a new contract to be drafted by Plumas County and brought to the Board for approval. And where does the additional funds come from for the services that have been provided up until this point.

Chair Adams made a suggestion regarding the two issues that are on the table with a way to move forward with the issue today, approve what was signed and make it legal. He went on to say that he likes the Auditor's idea of taking the \$7,900.00 from the Ag Budget; that would leave a balance of \$3,600.00 to make this whole for the year.

Chair Adams stated that he would take \$3,600.00 out of contingencies, that would give the County four months to have a discussion with Plumas County to see how they will proceed from now. Whether they get a contract from Plumas County that will provide services for veteran's County wide or do they default to the mileage. Chair Adams stated he is fine with either one as long as the veteran's County wide are taken care of and not just in one portion of the County.

Further discussion ensued regarding the form in which to make sure funding is available for the services that have been provided up until the end of last month for the west side of the County.

The Board moved to approve the agreement as amended; the Auditor to transfer \$7,900.00 from the Ag Commission fund to pay for Veteran Services Office services from July 1, 2015 to January 31, 2016. Term of agreement amended to July 1, 2015 to January 31, 2016.

APPROVED, Agreement 2016-017. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

8. COUNTY COUNSEL - James A. Curtis

8.A. Introduction and first reading of an Ordinance amending Sections 8.01.030; 8.01.040; and 8.01.080 of the Sierra County Code; adding Section 8.01.045 and repealing Section 8.01.250 of the Sierra County Code; and adding Chapter 8.02 pertaining to administrative penalties for public nuisances created by cultivation of medical marijuana in violation of Chapter 8.01 of the Sierra County Code.

Chair Adams gave an overview of this item stating that this item has been continued from the last meeting in respect to medical marijuana ordinance.

County Counsel stated the item has been before the board for a number of months. The last discussion with the board was an ordinance that was framed as an emergency ordinance that was brought up after what other jurisdictions were doing and was done in contemplations with the provisions of AB243. This was recently repealed by the adoption of AB21 as an urgency by the state legislature; there was a clause that said local jurisdictions need to have something on the books in terms of regulating or choosing to provide for commercial marijuana activities by the March 1, 2016 deadline otherwise the state would become the licensing authority.

County Counsel went on to talk about the revisions that were made to the ordinance follow the last meeting.

Chair Adams asked for clarification of section H of the ordinance from County Counsel. Where it says within 100 feet of certain locations, we have ex sized school, bus stop. He was under the impression from the last conversation they had dismissed

the idea of setbacks on indoor grows. He suggested to change that to cultivation to outdoor of marijuana is prohibited on any parcel.

Chair Adams went on to say that there have been several comments that have been made and presented as back ground within the packet. Some of the issues that individuals are concerned about are; the requirement of registration, the penalty assessment, the height limit on both ends and desiring to have some room on starter plants. Right now the limit is 10 plants. He stated that one other concern is the distance; State law for noncommercial grows limits a grower for personal medicinal grows to 100 square feet which is a 10 x 10 area. Chair Adams stated that under our present ordinance requiring those 100 square feet to be contiguous in some sort of rectangular square and the desire with this is instead of having 10 plants in a 100 square foot block. He went on to talk about the request of the Board as to what a good size limit would be to accommodate everyone.

Chair Adams stated that 2 years ago commercial grows were not legal in California; and the committee was charged with coming up with a policy that worked regarding personal grows of medicinal marijuana. The committee did not waver from that, in the recommendations from last year they believed that they were setting a standard that seemed appropriate for personal grows. It seems that the information they are getting from some individuals is that the 72 plants were in many instances far in access of what would be considered a personal grow. The state decided to limit a personal grow in California to 100 square feet. That is as far as the Board could go with personal grows; he believes it has been the intent of this Board to hold their decision making process to what they think appropriate for personal grows and just to have a reality check.

Discussion ensued with Supervisor Schlefstein and Chair Adams regarding the accompanying resolution and the advisory measure.

County Counsel clarified that the ordinance before them is to ban commercial activities, as a short term place holder until you get the advisory measure report back.

Supervisor Schlefstein went on to state that even if the public decided that they wanted commercial activities in Sierra County he doesn't think it is the appetite of the Board to allow anything like that in any residential areas.

Chair Adams went on to talk about the difference between the resolution item and the ordinance item that has been brought before the Board; and the proposed revisions for the ordinance.

Chair Adams opened the discussion up to the public and requested those who are wishing to speak to limit the time to three minutes per person.

Mr. Russell Rosewood, Calpine believes that the Board abused the people that need the marijuana for medical issues by making it impossible for people that don't live

in a house on 2 acres to grow a 10x10 foot plot for themselves. Mr. Rosewood feels that the 2 acre minimum is not sufficient, and feels that the Board should eliminate it from the ordinance.

Mr. James Linderborg, Gale's Orchard expressed that changing the fine from an immediate \$1000.00 fine to possibly a \$100.00 fine and then going with a \$1000.00 fine if the issue is abated is a better way of looking at the situation. Mr. Linderborg feels that the 3x3 boxes are a good idea to give people enough space to grow pot for themselves.

Mr. Don Yegge, Sierra Brooks feels that everyone confuses commercial with personal grow; they confuse cultivation of marijuana with the cultivation of medical marijuana. No one he has talked to is opposed to anyone having the medical marijuana because there are studies that show there are definite benefits for diseases. He does not believe that any commercial grows of anything should be in a residential area; commercial grows should be in commercial areas.

Ms. April Burns, Sierra Brooks thanked the Committee on behalf of all of the individuals that have been to the meetings from the beginning. Ms. Burns went on to say that she feels the Board has dealt with a lot from both sides and have tried to be somewhat in the middle and have done a good job with that. Ms. Burns stated that there are a lot of people in support of what the Board is doing and the new ordinance.

Mr. Charles McCaughan, Pike handed out letters, a Sierra Vista medical center report and a letter from Mary Addiego to the Board. Mr. McCaughan stated that he would like to see the Board go back to the original abatement procedure. Mr. McCaughan expressed that voting for commercial grows is the way it should be; let the people decide.

Mr. Tom Rowson, Sierra Brooks indicated that they need to find something reasonable, he feels 72 plants are not reasonable. Mr. Rowson went on to talk about the prop 215 issue and would like to work on this and take a vote on it so that it is clear to everyone what they will be able to grow this year.

Ms. Sarah Grew, Pike stated that this is an interesting transition time until the MRSA law takes effect which will be in 2018. Until then it is up to our County to make an ordinance that fits; as long as it falls within Prop 215. Ms. Grew explained that it is hard to determine on average of what one person might need to grow for the ailment they may have. Ms. Grew went on to talk about the amount of oil one person might need for their medical issues and how long it would last for them. Ms. Grew stated that the State is slowly moving towards commercial grows but that doesn't mean there will be these huge industrial grows. By eliminating that possibility in this county is really going to do a disservice for the citizens.

Ms. Pam Davis, Pike thanked everyone for relooking at the ordinance. Ms. Davis explained the things to consider are the canopy height, the plant count and registration, even though she is opposed to that she says it is something that needs to be

considered. Ms. Davis thinks that the fines are a little excessive, she also thinks that there should be an abatement. Ms. Davis stated that she is opposed to any type of ban, she thinks that prohibition only creates more problems. Ms. Davis went on to say that her husband is a cancer survivor and the one thing that kept him going through the pain and the radiation was his medical cannabis.

Ms. Becky Kinkead, Loyalton appreciates the work that has been put into revising the ordinance more than once; she supports the efforts and changes that the Board is proposing and also the additions that were mentioned today. Ms. Kinkead mentioned that at the last meeting a member from RCRC said it was important to have a transportation, is that a separate ordinance or is that included in this. Transportation or mobile deliveries is not defined in the list of definitions. She feels it should be addressed unless it is going to be addressed as a separate issue.

Chair Adams responded to Ms. Kinkead's inquiry regarding the mobile deliveries by stating that it does need to be declared specifically what they are allowing or prohibiting; the Board was planning on doing that but it might have been missed.

County Counsel went on to read the section in the ordinance that talks about the commercial cannabis activity.

Mr. Lester Strohbin, Gale's Orchard stated no registration period. Mr. Strohbin explained that in California there are 1,620 dispensaries created 570 million dollars in revenue. We would benefit from the revenue if we were to go commercial in certain parts of the county.

Mr. Jeff Toris, Loyalton recommends putting the measure for the medical marijuana on the ballot.

Supervisor Schlefstein clarified that the ballot measure would just be an advisory yes or no what does the public want so that the Board of Supervisors can address the issue. It is not a yes or no on whether it will be legal or not legal, it is just telling them if the public is in favor of it or not.

Supervisor Roen stated that is anyone's option to propose anything to put on the ballot they just have to create it.

Chair Adams expressed that what Supervisors Schlefstein and Roen have stated is a valid point. The ballot item the Board is considering is an advisory to us to give us information that does not preclude any group from putting something on that makes it immediately happen or over rides what we do.

Mr. Mark Marin, Mayor of Loyalton stated that he had friends that homes blew up because they were making oils; how will that be addressed. If they are making oil in their houses how will you ever see this so that homes don't blow up.

Chair Adams explained that our ordinance is not necessarily dealing with oils or the processing of marijuana is has to do with the personal growing of marijuana. So although that is an interesting question he is not sure there is an answer to that or that it really matters either way to this Board; but he will leave it up to his colleagues to decide whether or not they need to know more on this subject.

Supervisor Schlefstein explained that it would open up a whole other door to regulatory oversight; and it is something that he isn't interested in discussing right now.

Supervisor Schlefstein went on to say that there are some highlights that people have written to the Board asking us to change and discuss. He would like to get an idea from the audience on a few of these things; fines, registration, the 2 acre question and plant height. Supervisor Schlefstein stated that he doesn't know anything about growing these plants so he doesn't know what the correct plant height is or any of that.

Supervisor Schlefstein continued talking about the \$1,000.00 fine and asking his constituents and the audience how they feel about it.

Chair Adams stated that the penalty came to us from a recent case law out of Fresno and is wondering if it would help the Board to have a representative of the Sheriff's Office explain what this process is about and why the \$1,000.00 was suggested.

County Counsel clarified the recent case law out of Fresno; what the regulations are and what that means for our County. County Counsel went on to remind the Board that inherent in this process is that the Enforcement Officer's do exercise discretion just like any cop writing a ticket for a traffic violation.

Supervisor Schlefstein questioned; then the ordinance is specific about discretion or is this a mandatory \$1,000.00 fine immediately.

County Counsel indicated that it creates the structure for the fine, and is going to leave the discretion to the Law Enforcement Officer whether or not to issue a citation.

Supervisor Schlefstein read the provisions in the ordinance regarding the citation process. He went on to say that he has received a lot of e-mails and phone calls regarding this and would like to get some feedback from the people in the audience on whether or not this is something that needs to be looked at, modified or left alone.

Chair Adams directed a comment to Detective Fisher regarding the intents because there is a profit noted to some cultivation that this administrative remedy is supposed to be immediate so that a plant couldn't disappear be cultivated and this was to try and encourage the profit making to go out of it.

Detective Mike Fisher followed up on County Counsel's comment regarding where the monetary value was derived from. Detective Fisher stated that if we look at an

average marijuana plant between 1 and 3 pounds of marijuana per plant. If marijuana is going to be diverted for nonmedical reasons and is going to be sold whether it be black market or once the cooperatives style grows sunset with the new laws that are coming an average marijuana plant producing 1 to 3 pounds could be valued anywhere between \$1,000.00 up to \$3,000.00.

Detective Fisher went on to say that if it is being diverted to the black market and being shipped out of California to a nonmedical marijuana state those prices could dramatically rise especially if it is high quality. That is where the initial administration fee of \$1,000.00 dollars was generated from was because they are dealing with commodity that is potentially worth a lot of money.

Supervisor Roen asked Detective Fisher to give a brief explanation about starter plants.

Detective Fisher explained that there are several different ways to cultivate marijuana from seedling or from clones, it comes down to a personal preference of the grower. Once the marijuana plant sprouts; at that point you cannot tell what sex it is whether it is male or female. Detective Fisher went on to say that there is a point during its growth that you can do what is called sexing the plant; make a determination as to determine whether it is a male plant or female plant. Male plants are not necessarily wanted for production of the actual marijuana bud or the flower, so the male plants are often removed from the garden.

Supervisor Roen asked at what stage can it be determined if there is a male plant in the mix.

Detective Fisher replied to Supervisor Roen's inquiry that it is at a fairly young age but we are not talking a week or two after it sprouts but we are also not talking about 4 feet.

Members of the audience commented approximately 8 weeks.

Chair Adams asked Detective Fisher if he would be willing to give an estimate on how big a plant has to be before it is sexed.

Detective Fisher stated that when they go out and find the large scale drug trafficking organizations in the forest usually the plants are anywhere from probably 8 inches up to about a foot and a half. There will be piles of those where they have gone through and sexed their plants and then discarded the males.

Chair Adams asked that if this Board was so desires to allow for some starters that are not within the plant count would it be reasonable to set the limit on 2 feet, that after 2 feet they would have to be gotten rid of.

Detective Fisher answered by stating it depends on the particular strain, they have encountered some strains of marijuana that the plants don't get much above 2 feet but are laid in marijuana bud or flower and ready to be harvest at a 1 1/2 to 2 feet tall.

Chair Adams stated that this is making it difficult to come up with a standard to allow starters and how big they should get, what's reasonable so that they are not necessarily going to be abused but it is also allowing people the ability to end up with 10 plants they can use.

Detective Fisher replied to Chair Adams comment stating he thinks a lot of is going to boil down to the Enforcement side of it. If there is a seed bed that is going with 11 plants in it and the plants are 6 to 8 inches high in his personal opinion is going to be a lot different by the end of August, end of September when the plants are 6 feet and there's 11 plants and all 11 are very healthy.

Detective Fisher went on to say that it is subjective; it really depends on how well someone can cultivate.

Detective Fisher also stated that last year they had several people that had both indoor and outdoor grows simultaneously; 72 plants outdoors and then upwards of anywhere from 30 to 60 plants indoors. No matter what the Board sets there are going to be those who follow it and those that hope we don't show up to do an ordinance check. So having the administrative penalty is a deterrent for those and for others it is not. Some of the things we are going to see if we start allowing more starter plants is an increase of marijuana being cultivated on public lands that are maintained by the Forest Service basically back into the forest.

Supervisor Schlefstein expressed that he would like to hear from a few more people in the audience as to what they think about the \$1,000.00 fine and maybe the registration.

Ms. Grew, Pike gave an explanation on how the plant works as far as the sexing process.

Chair Adams asked what is a reasonable height.

Ms. Grew answered there isn't one, but there is a time line. The plant works with light cycles.

Chair Adams responded stating that it will be tough for the Board to say your limit of your plant can't be older than such a time. If we are going to go down this road someone needs to give us a reasonable height; a suggestion is if you don't we probably aren't going to have starter plants.

Ms. Grew stated as far as the registration goes she is uncomfortable with it. She feels it is an infringement to personal privacy and medical privacy to require someone

who is growing for their own personal use and limit to a 10 x 10 place to have to register.

Ms. Suzie Shelton, Sierra Brooks, expressed that the fine should be the fine, and feels that it should be as it is.

Ms. Kinkead expressed that no matter what the amount of the fine is if you are out of compliance; the consequence needs be immediate. If there is a delayed consequence no one will pay attention to it.

Mr. Joel Armstrong, Loyaltan stated that there are some people that may be growing for illegal purposes in which a high fine is needed; he believes that a higher fine is needed and is in support of it.

Bell, Sierra Brooks expressed that this issue comes down to a personal privacy issue. She would like to look into zoning based upon what the laws are because in Sierra Brooks the zoning is rural residential. Bell went on to say that the ordinance is legislating which part of her house she can use for her growing, and that she has to have it in an uninhabitable part of her house.

Bell went on to say that she feels that maybe the current 1055 ordinance isn't the answer and maybe some people are abusing the system. But the new ordinance is also an unacceptable variation of the law because there's no compromise this is punishment and punitive treatment of people who are accessing of legal medicine.

Supervisor Schlefstein stated that the housing provision was taken out of the ordinance and would like to know where it still states that within the ordinance.

County Counsel responded to Bell's comment in regards to the legislation controlling which part of her house she can grow in. He stated that in the second sentence of sub section E, 8:01:040 still states this provision.

Chair Adams submitted to County Counsel that section E should be amended to keep the first sentence in so that it will read "indoor medicinal marijuana is allowed only in a legal structure that meets the definition of indoor is set forth".

Chair Adams went on to say that all of the testimony is helpful. It's difficult to come up with requirements that meet everybody's needs, this Board is struggling with this as a balancing act to give folks the ability to meet the spirit of prop 215. Chair Adams went on to offer some suggestions and see how his colleagues feel about this to try again to find a point of balance that not everyone is going to be happy with. Taking our current ordinance that is before us today with the couple of changes they have made already and realizing there is some reason for registration. Registration can be helpful to Law Enforcement but on the other hand he is hoping that this is going to be an enforcement on a complaint basis; either it is seen obvious from the air or neighbors are complaining.

Chair Adams suggested that they strike all registration requirements, second the penalty gets left where it is. He suggests that the height limit and starters; they allow one starter up to 2 feet for every legal plant you can have. If you are growing for 10 you can have 10 starters and once they are 2 feet tall they have to be ripped. Chair Adams went on to say if you are growing for 20 you can have 20 starters, and then on the distance we are limited to the 100 square feet. He is recommending that it is broken up into 3x3 plots, but all 10 plants have to be within 50 feet of each other.

Chair Adams continued to express that he realizes this isn't going to please everybody but it provides for the privacy concerns with the registration. The penalty is bringing about that we don't want profit to come into this; so count the 10 plants and the 10 little ones, the starters 10 up to 2 feet and hope that people get rid of them after 2 feet.

Chair Adams thinks that there should be in the ordinance a bullet point that says mobile delivery is here by prohibited if that is what we want. As it has been said before there is no doubt that we will be revisiting this again, it will probably be an annual occurrence. It is a big change from last year and I would submit if we adopt an ordinance similar to what was just described we can see how it is working at the end of the year.

Supervisor Beard questioned if we are not going to do anything but bring this ordinance back, when does the growing season start so the people growing know what the limits are when the season begins.

Chair Adams responded that what has been suggested to him is probably April, May, June depending on where you are within the County.

County Counsel stated that the ordinance cannot be adopted today the changes that have been described today must be made to the ordinance and brought back to another meeting to be adopted.

Chair Adams responded that there is still plenty of time to get this done before the growing season begins, we can bring it back to the second meeting in April.

County Counsel clarified that if we are back in the first meeting in March with the revisions to the draft ordinance; it would be the first reading and the vote will occur the second meeting in March and will be effective 30 from the adoption date.

Sheriff Tim Standley stated he thinks it would be appropriate that the 2 feet and/or by the time August 1st comes around from what he understands is a reasonable date for someone who decides to grow the particular strain that only gets 2 feet tall to eliminate the double plant issue.

Discussion ensued pertaining to starter plants and the strain of plants.

Continued discussion ensued pertaining to the height of plants, starter plants and the dates.

Chair Adams stated that some of the difficulty with this is trying to meet the nuisance thing of how much vegetation becomes a nuisance and also what our giant neighbor at our south is doing.

County Counsel reviewed the suggested changes to the ordinance that were given at the meeting.

After further discussion pertaining to the suggested changes; by consensus of the Board is to bring back the ordinance for an introduction and first reading with the proposed changes.

- 8.B. Resolution calling an election for an advisory measure on commercial marijuana activities in Sierra County and consolidating the election with the June 7, 2016, Statewide General Election.

County Counsel made a comment that there are some expressed definitions of commercial cannabis activity within the provisions of the bills that were adopted last year. It would be impossible for the County to try to redefine what; is already state law with regards to commercial activity. County Counsel went on to say that in reading the information it is all of growing of marijuana unless you fall within the perimeters of personal cultivation.

After further discussion the Board moved to adopt the resolution calling an election for an advisory measure on commercial marijuana activities in Sierra County.

ADOPTED, Resolution 2016-017. Motion: Schlefstein/Beard/Unanimous Roll Call Vote: 5/0

9. TIMED ITEMS

9.A. 10:00AM BOARD OF EQUALIZATION

Meeting of the Sierra County Board of Equalization

At 10:05 a.m., Chair Adams recessed the Regular Board meeting and reconvened as the Board of Equalization.

At 10:10 a.m., Chair Adams recessed the Board of Equalization meeting and reconvened as the Sierra County Board of Supervisors with all members present.

11. CORRESPONDENCE LOG

11.A. Letter from Sonoma County Juvenile Justice Commission regarding the closure of over half of all treatment facilities providing services for children and adolescents in California.

No action taken.

11.B. Letter from the American Lung Association announcing the release of the 14th annual State of Tobacco Control Report on February 3, 2016.

No action taken.

11.C. Letter from Sherrie Allen resigning from the Alleghany County Water District Board effective February 5, 2016.

No action taken.

ADJOURN

At 12:35 p.m., with no further business, Chair Adams adjourned the meeting.

LEE ADAMS, CHAIR
BOARD OF SUPERVISORS

ATTEST:

MICHELLE BURR, DEPUTY
CLERK OF THE BOARD

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

MEETING DATE: July 19, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---------------------------------------	---

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

AGENDA ITEM: Minutes from the regular meeting held on July 5, 2016.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Minutes

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD

DATE



**STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
MINUTES
REGULAR MEETING**

Lee Adams, Chair, District 1

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

Peter W. Huebner, Vice-Chair, District 2

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

Paul Roen, District 3

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

Jim Beard, District 4

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

Scott A. Schlefstein, District 5

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

The Sierra County Board of Supervisors met in regular session commencing at 9:00 a.m. on July 5, 2016 in the Board of Supervisors' Chambers, Courthouse, Downieville, CA. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Supervisor Beard

ROLL CALL

Present: Lee Adams, Supervisor, Chair, District #1
Peter W. Huebner, Supervisor, Vice-Chair, District #2
Paul Roen, Supervisor, District #3
Jim Beard, Supervisor, District #4
Scott A. Schlefstein, Supervisor, District #5

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

July 5, 2016

APPROVAL OF CONSENT AGENDA

The Board moved to approve the Consent Agenda.

APPROVED. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

10. CONSENT AGENDA

10.A. Resolution approving an amendment of agreement between the California 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)

ADOPTED, Resolution 2016-069

APPROVED, Agreement 2016-071

10.B. Agreement for professional services between Celia Sutton-Pado, M.D. and Sierra County. (PUBLIC HEALTH)

APPROVED, Agreement 2016-072

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

APPROVED, Agreement 2016-073

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

APPROVED, Agreement 2016-074

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

APPROVED, Agreement 2016-075

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

APPROVED, Agreement 2016-076

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

APPROVED, Agreement 2016-077

July 5, 2016

- 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)

ADOPTED, Resolution 2016-070

APPROVED, Agreement 2016-078

- 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)

ADOPTED, Resolution 2016-071

APPROVED, Agreement 2016-079

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

ADOPTED, Resolution 2016-072

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

ADOPTED, Resolution 2016-073

- 10.L. Approval of staffing change prior to the final budget. (AUDITOR)
- 10.M. Minutes from the regular meeting held on May 17, 2016. (CLERK-RECORDER)
- 10.N. Minutes from the special meeting held on June 23, 2016. (CLERK-RECORDER)

APPROVAL OF REGULAR AGENDA

At the request of the Director of Transportation, Regular Agenda Item 7.A. was pulled from the agenda and continued to the July 19, 2016 meeting.

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

The Board moved to approve the Regular Agenda as amended.

APPROVED as amended. Motion: Huebner/Roen/Unanimous Roll Call Vote: 5/0

July 5, 2016

REGULAR AGENDA

2. PUBLIC COMMENT OPPORTUNITY

At 9:03 a.m. Chair Adams opened the public comment opportunity.

Ms. Cherry Simi, President of the Downieville Improvement Group (DIG) provided an update on the 2015 Brewfest project (gazebo at the Gold Rush Park), noting they are planning a dedication later in the year which will be a community event.

Ms. Simi also provided an update on the 2016 Brewfest to be held on August 13th including having sold over 500 tickets; there are 23 brewing companies, one hard cider company, and a number of food vendors attending; the website has received 33,000 hits; 2000 people are interested on their Facebook Event Page; they have been contacted by Tom Dalldorf, Editor of the Celebrator Magazine who wants to do a feature article on Downieville and the Brewfest; Mike the Wine Guy wants to do a live radio broadcast; music will be provided by Bob Mora and the 3rd Degree Blues; additional parking will be available through the school district; and shuttles will be set up to pick up people from Gold Lake to Indian Valley.

Ms. Simi further invited the Board to be security for the event.

Chair Adams commented on the event and what a huge success it has become.

At 9:10 a.m. Chair Adams closed the public comment opportunity with no further persons addressing the Board.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

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

Supervisor Huebner reported on the sale of the Western Sierra Residential Center and the end of the project.

Supervisor Roen reported on the clean-up event in Sierraville, noting it was a very successful event.

Chair Adams reported on the Natural Resources, Planning & Building Standing Committee meeting held last week, noting the committee hopes to hold one more committee meeting and have a draft rewrite of the ordinance by the July 19, 2016 Board meeting and a finished product by the August 2, 2016 Board meeting in order for the ordinance to be ready for the fall ballot.

July 5, 2016

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Sheriff reported on the 4th of July weekend, noting there weren't many issues other than minor parking problems.

The Director of Health and Human Services reported on upcoming audits for the department.

5. FOREST SERVICE UPDATE

Yuba River District Ranger Karen Hayden introduced Joe Griffin, Acting Fire Management Officer, noting the District is hoping to have the vacancy announcement posted soon and fill this position permanently. Ranger Hayden continued to provide an update on other positions that have been filled and are vacant within the District along with various other matters going on in the District.

Chair Adams thanked the agency for their presence in the Downieville 4th of July parade yesterday.

6. COUNTY COUNSEL - David Prentice

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

Chair Adams introduced Sierra County's new County Counsel David Prentice with Prentice, Long & Epperson.

Mr. Prentice indicated he is looking to create a County Counsel department and he believes their firm can enhance the services for the County. Mr. Prentice added that he will be the Department Head, his partner Margaret Long as Assistant County Counsel will oversee all of the CPS work and supervise Deputy County Counsel Sofie Myer, Joe Larmour who is their expert on marijuana legislation will also be doing all of the Board of Equalization and Planning Department work, and his partner Jason Epperson will head up the litigation team. Mr. Prentice reiterated that he wants to give the Department Heads and the Board a true County Counsel department to work with.

July 5, 2016

7. PUBLIC WORKS / TRANSPORTATION - Tim Beals

- 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.

The Director of Public Works introduced the item, explaining this is a request to proceed with a grant application that will exclusively benefit the California Department of Fish and Wildlife for the Hallelujah Junction Evans Ranch Wildlife Management Area. The Director continued to explain that there are some legacy dumps in the area that they are trying to clean up. They had intended to bring the material to Loyalton; however, the County is trying to avoid this by hiring trucks to have the waste taken to Lockwood. The County would be the grant applicant and would pass through the funds to the contractor and it will benefit the Department of Fish and Game.

Supervisor Roen expressed frustration with the County going out of its way to help the state when we can't get them to come to the table.

Chair Adams commented that no good deed goes unpunished, and requested the Director make sure there isn't anything that comes back on the County.

The Director clarified that he has informed the state that there will be a need for an agreement prior to the grant award that outlines the roles and indemnification so the County is not exposed to any liability.

The Board moved to adopt the 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.

ADOPTED, Resolution 2016-074. Motion: Roen/Huebner/Majority Roll Call Vote: 4/1 (Supervisor Beard NO)

July 5, 2016

- 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.

The Director of Public Works introduced the item, noting the County is in limbo until the permit status gets resolved by the state and the County is being accused of lack of compliance and enforcement. The Director added the state is taking the position that the notice of suspension gives the County the ability to move forward. He believes the state needs to revoke the permit before the County can do anything. The County only has land use jurisdiction but does not have jurisdiction to enforce the Mobile Home Parks Act.

Supervisor Roen indicated that he spoke to a representative in Assemblyman Dahle's office who conveyed to him that there is no relinquishment of the permit, only the suspension notice and then it goes to the County.

The Auditor concurred with Supervisor Roen's statements, noting this is also what he has heard.

The Director continue to explain that we now have a property without an owner, a person who has self-appointed himself as the park manager and is charging people for rent and for waste disposal which he is not supposed to be doing now that the park is under a suspense category. The park manager has also retained an attorney which puts a bit of kink in our ability to deal directly with him.

The Director added that at the end of the day this is a violation of the zoning code as he is operating without a permit which is required by the county use permit. With respect to the mini storage located on the property it is a separate business and has a separate entitlement. This issue is further complicated by the fact that part of the property is divided by the City limit and the County, there are improvements on the property that are not authorized, etc. He also understands that the City has contacted Assemblyman Dahle's office with respect to the sewer and water lien placed on the property and how they can collect this.

The Auditor indicated his office has had this property up for sale four different times and what he has heard from potential buyers is once they put a business plan together they determine the property isn't worth buying as it's not viable. The Auditor added he believes the property needs to be raw land in order to sell it and get it back into the tax role.

July 5, 2016

Supervisor Beard noted he is still receiving phone calls/complaints regarding people having extension cords running across the property and avoiding health code compliance and is there anything the County can do to enforce these issues.

The Director explained the County has the ability to go in and conduct inspections and issue a notice of order with respect to health and safety issues. However, we have to be prepared to follow through with conducting hearings and removing people from the property if they don't come into compliance. At the end of the day this is a very serious human issue.

Supervisor Beard further questioned if it was determined that there is an immediate danger and safety risk, could this be demanded to be corrected immediately.

The Director indicated they can, however the structural and safety issues found in these homes is so significant that it will be almost impossible for them to comply.

Discussion ensued regarding obtaining further clarification from the state on the suspension of the permit.

Following discussion, Chair Adams recommended referring this issue to either a standing or ad hoc committee to work with staff and come up with a game plan.

County Counsel addressed the suspension of the permit by the state, noting the state sees the liabilities with oversight of the park so they suspend the permit and step away. If the state doesn't revoke the permit, they don't have any liability for the revocation or the relocation of the residents. He has heard the issue of an attorney entering the scene, so his recommendation is to have this agenda item for closed session - potential litigation.

By consensus, the Board directed adding a closed session item to the July 19, 2016 Board meeting.

Following further discussion, Chair Adams referred this matter to an ad hoc committee consisting of Supervisors Beard and Schlefstein and also recommended having this matter as a closed session item on future agendas until it is resolved.

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)

Following a brief introduction by Chair Adams, the Board moved to approve the letter of support for USDA grant application of the Pike City Volunteer Fire Department.

APPROVED. Motion: Beard/Roen/Unanimous Roll Call Vote: 5/0

July 5, 2016

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

The Board moved to waive the second reading and adopt the ordinance repealing Sierra County Ordinance No. 1071.

ADOPTED, Ordinance No. 1073. Motion: Huebner/Roen/Unanimous Roll Call Vote: 5/0

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

The Board moved to adopt the resolution denying Joseph Arata's solid waste appeal of June 7, 2016, APN 009-142-001-0.

ADOPTED, Resolution 2016-075. Motion: Schlefstein/Roen/Unanimous Roll Call Vote: 5/0

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).

The Director of Planning provided background on the proposals before the Reno City Council, noting the City of Reno has indicated there is no legal requirement for them to respond with Sierra County and he hasn't been able to receive any response from the City of Reno or the Planning Department staff regarding this project. The Director added that the primary issue is the impacts the proposals will have across the state line with respect to traffic, law enforcement, etc. and the County is not at the table or being involved.

The Director further requested the authority to submit a letter immediately to the City of Reno, Washoe County and to both the Reno City Council and Reno City Planning Commission asking them to delay any decisions in order to allow for the counties to talk.

Discussion ensued regarding the issues that will go along with the proposed projects.

In response to Supervisor Schlefstein's inquiry, the Director indicated he would draft and send the letter today as the meeting is tomorrow.

Supervisor Schlefstein recommend not telling the state of Nevada to delay the project, rather just express our concerns and request to be at the table.

July 5, 2016

The Board moved to authorize the Director to draft and submit a letter that includes whatever is in the best interest of Sierra County.

The Director clarified that if the public meeting scheduled for tomorrow is with the Reno City Planning Commission he will lighten up on the delay issue as there will be another opportunity to address the City of Reno.

APPROVED. Motion: Beard/Huebner/Unanimous Roll Call Vote: 5/0

11. CORRESPONDENCE LOG

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

No action taken.

ADJOURN

At 10:32 a.m., with no further business, Chair Adams adjourned the meeting.

LEE ADAMS, CHAIR
BOARD OF SUPERVISORS

ATTEST:

HEATHER FOSTER
CLERK OF THE BOARD

FILED
SIERRA COUNTY CLERK

JUL 06 2016

BY: Heather Foster DEPUTY

FILED

JUL 05 2016

SIERRA SUPERIOR COURT
BY: [Signature] CLERK

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SIERRA

In the Matter of

2015-2016 Sierra County Grand Jury

MINUTE ORDER

HONORABLE CHARLES H. ERVIN, JUDGE PRESIDING

The County Clerk is hereby directed to file the **Sierra County Grand Jury 2015-2016 Final Report**, attached hereto.

I **HEREBY CERTIFY** the foregoing to be a full, true and correct copy of an order entered on the minutes of said Superior Court of the State of California, County of Sierra, this 5th day of July, 2016.

ATTEST my hand and seal of the Superior Court of the State of California, County of Sierra, this 5th day of July, 2016

SIERRA SUPERIOR COURT
BY: [Signature] Clerk

cc: Heather Foster
Sierra County Clerk
Courthouse
Downieville, CA 95936

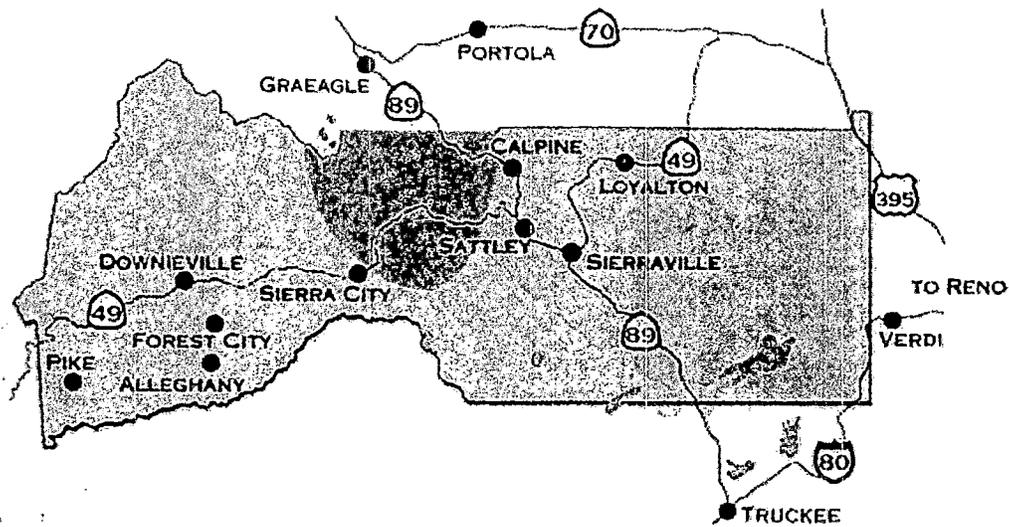
F:\grandjury\15-16\Final Report\minute order to file final report.wpd

THE FOREGOING INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL ON
FILE IN THIS OFFICE.

ATTEST: July 5, 2016

CLERK OF SUPERIOR COURT IN AND
FOR SIERRA COUNTY, CALIF.
BY: [Signature]

SIERRA COUNTY GRAND JURY 2015-16 FINAL REPORT



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Members of the Grand Jury

Full Term

Leroy Alexander	Loyalton
William Busha	Verdi
Gideon Caplovitz	Verdi
Joseph Dines Jr	Loyalton
Shannon Hoyt, Foreman	Calpine
Hillary Lozano	Downieville
Sig Ostrom	Sierra City
Mary Wright	Sierra City
Don Yegge	Loyalton

Impanelled Jurors, Partial Term

Carl Butz	Downieville
Barbara Douville	Downieville
Jesse Whitley	Loyalton
Jeff Wicoff	Loyalton

Introduction

To the citizens of Sierra County and the Honorable Judge Charles H. Ervin:

On behalf of the 2015-2016 Sierra County Grand Jury and in accordance with California Penal Code section 933, it is my privilege to present our Final Report. Jury members spent countless hours conducting investigations and analyzing gathered information during our one-year term.

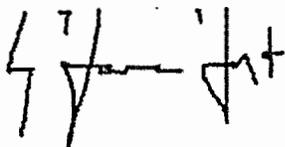
We envision our investigations and reports will result in providing clarity and promoting action to concerns residents brought before this Grand Jury.

We would like to express our appreciation to the County agencies that support the efforts of the Grand Jury and thank all the citizens and government employees who gave freely and with sincerity, their testimony during investigations. Their time and energy spent with the Grand Jury helped to ensure relevant, thorough, and accurate reports.

I offer my thanks to Marsha Caranci for the support and education the **California Grand Juror's Association (CGJA)** gave us throughout our term. CGJA's sponsorship in Training our Sierra County Grand Jury in Downieville was very generous and very helpful.

It has been an honor to serve as Foreman of this dedicated Jury. We are a volunteer group of Sierra County residents with varied backgrounds, levels of education, and expertise. This Jury sought to raise awareness of and provide transparency in Sierra County Waste Management, A review of the Jail facilities, Sierra Brooks water conservation enforcement, and Fire Protection Districts.

Finally, I offer my fellow Grand Juror's my sincere gratitude for their contributions to this time honored civic duty and making it a pleasure to serve on this year's Grand Jury.



Shannon Hoyt

Foreman 2015-2016

Grand Jury Overview

The Grand Jury is a judicial body composed of a set number of citizens, 11 in Sierra County, based on county population. It is impaneled by the state constitution and various laws to act as an “arm of the court,” to be a voice of the people and conscience of the community.

The Grand Jury represents one example of our democracy whereby citizens volunteer for civic duty on behalf of their community. These citizens organize and share responsibilities to monitor local government and oversee their appointed and elected officials.

Grand Jury Functions

By law, a Grand Jury has three distinct functions: 1. Indictment is the act of bringing criminal charges against a person. 2. Accusation is the act of bringing charges against an official of government or of a public agency, which may result in removal from office. 3. Civil investigation and reporting, known as the “watchdog” function, is the most frequently exercised function and examines all aspects of local government.

The primary duty of a regular Grand Jury is to investigate, within the county, the functions of city and county governments, tax supported agencies and districts, and any agencies or districts created by State law. State law mandates certain functions of the Grand Jury. The Jury itself selects additional areas that it wishes to study. At the end of the year, the Grand Jury publishes its recommendations in a report, which is then distributed to public officials, libraries, media, and the public. Regular Grand Juries may be tasked to investigate criminal matters and issue indictments when appropriate.

While it is part of the judicial system, a Grand Jury is an entirely independent body. Judges of the Superior Court, the district attorney, the county counsel, and the state attorney general may act as its advisers but cannot attend Jury deliberations nor control the actions of the Grand Jury.

2015/2016 Sierra County Grand Jury

Sierra County Waste Management Analysis

Final Report

Summary

Sierra County's annual residential solid waste fees have increased \$114.57 in the last four years from \$231.03 in 2012/2013 to \$345.60 in 2015/2016. Those fees are projected to continue to increase in the years ahead. Sierra County Code Chapters 8.04 (*Solid Waste Fee Services*) and 8.05 (*Solid Waste System Fees and Charges*) describe the manners in which solid waste fees are established and the processes by which the solid waste system is managed. Sierra County has established fee rates for two categories of solid waste system users. One rate is for owners of residential properties, the other is for owners of commercial properties. Residential fees are based upon the volume of waste generated in one year by a sample of households which use a curbside service, whereas the commercial fees are calculated for individual properties using data collected by the company responsible for hauling the materials from those properties. There are no separate categories for part-time residents or service organizations and churches which produce very small amounts of waste annually.

Fees collected are maintained in a "Solid Waste Enterprise Fund". Any revenue for solid waste goes into this fund. It is used only for the acquisition, operation, and maintenance of waste disposal sites and disposal services. Salaries of Sierra County employees who man transfer stations, and the partial salary of one administrative assistant (who collects and helps to interpret waste data from the waste hauler's record sheets) are generated from this enterprise fund. Revenue generated for this fund is not used to support the County's general fund which, in turn, is in no financial position to contribute or lend revenue to the Solid Waste Enterprise Fund.

The methods by which Sierra County disposes of its waste are similar to the methods used in other California counties with similar characteristics (rural, with smaller, sparse populations). In general, the per capita cost of solid waste management decreases within a county as its total population and population density increases. Therefore, managers of smaller, less densely populated counties have a greater burden and fewer options in waste management. That being said, in a 2010 technical memorandum prepared for Mono County, the budgeted cost per ton of waste in Sierra County's solid waste system far exceeded the cost per ton figures budgeted from eight other small, rural counties*. Currently, most Sierra County household waste is separated and deposited by citizens in bins at nearby transfer stations. It is later recycled or hauled by a private hauler to the Sierra County Landfill in Loyalton where it is buried.

It has been determined that the landfill in Loyalton, which opened in 1977, is about to reach its usable capacity and is due for closure in October of 2017. Monitoring of the closed landfill will be necessary for the next 30 years. Sierra County has contracted with Avalex Inc.**, a civil engineering and environmental services firm, for advisory assistance in this process. The processes of closing and post closure maintenance of the landfill are anticipated to be very

expensive and therefore increase the financial burdens of Sierra County's waste management processes on the owners of both commercial and residential properties. Sierra County managers are keenly aware of the Loyaltan Landfill closure and post-closure financial ramifications on property owners and are vigorously reaching out for solutions to offset the effects of these very real events. Sierra County managers must also find a solution to replace funds that had been generated from transient occupancy taxes collected from the concessionaire who managed many of the campgrounds in Sierra County. The U.S. Forest service has since assumed management of those campgrounds and has expressed little interest in replacing the funds previously generated by those taxes. Meanwhile, visitors using federal lands will continue to fill bins, other than those provided to campgrounds, intended for businesses and residents at the expense of Sierra County property owners.

The Grand Jury recommends that Sierra County managers continue to negotiate with the U.S. Forest service in order to mitigate the effects of federal lands visitors and events held on federal lands to the solid waste system. The grand Jury recommends that Sierra County managers partner with those of nearby counties in an effort to increase diversion from generated waste and minimize the cost of waste disposal. The Grand Jury recommends that Sierra County investigate the impact of adding a third category to its fee schedule to include service organizations, community groups and facilities, places of worship, etc. that generate minimal amounts of waste per year. The Grand Jury also recommends that Sierra County managers take steps necessary (including recruitment of members) to reconvene The Citizens Solid Waste Committee in an effort improve communication with citizens of Sierra County with respect to solid waste issues.

*Technical Memorandum "Comparison to Other Systems" prepared by HDR Engineering, Folsom CA, under an agreement between HDR and Mono County for solid waste consulting services. May 7, 2010.

**"Final Closure and Post Closure Maintenance Plan" prepared by Avalex Inc. , South Lake Tahoe, CA, for Sierra County Public Works

Background

In July of 2015, a request to the 2015/2016 Grand Jury was made by a group of citizens to investigate Sierra County's Solid Waste Services and Solid Waste Fees and the management of the County's solid waste system and contract with Intermountain Disposal. Of particular concern was the increase of \$114.57 in solid waste fees over 4 years. Concern was also expressed about the future of the Loyalton Landfill, possible pollution resulting from the landfill, funding of the waste management administration, and the fairness of the system by which fees are determined. The need for planning a cost-effective, environmentally-conscious waste management system was also emphasized in the request for this investigation. The Grand Jury interviewed the complainants, reviewed data with respect to waste management fee increases, determined that there was much confusion amongst citizens about how the waste management system operated, and confirmed that there was a need for Sierra County citizens to be informed about the future of waste management practices and costs.

Methodology

Documents

The Grand Jury reviewed the following documents:

- County Code Chapter 8.04—*Solid Waste Services*
- County Code Chapter 8.05—*Solid Waste System Fees and Charges*
- HDR Engineering--*Technical Memorandum, Mono County Solid Waste Program Evaluation—Comparison to Other Systems, July 28, 2010*
- Avalox Engineering—*Final Closure and Post Closure Plan, 2/5/2016*
- Avalox Engineering—*Solid Waste Disposal Study, Addendum Draft, 3/15*
- 2015-2016 Yolo County Grand Jury Final Report
- 2008-2009 Sierra County Grand Jury Report, *Solid Waste Fee Structure*
- Letter from Michelle Burr, Deputy Sierra County Clerk-Recorder to members of Sierra County Citizens Committee for Solid Waste/Local Task force, March 17, 2015

Interviews

During this investigation the Grand Jury interviewed 12 individuals including the complainants, Sierra County administrators, and public works administrators from other counties; and participated in one Sierra County Board of Supervisors Public Works, Roads Solid Waste Standing Committee Meeting on solid waste disposal.

Discussion

The Movement of Solid Waste from Household to Final Destination

Homeowners separate waste at the home (recycle/non recycle). Then the waste is hauled to the local transfer station. Recyclables are placed in appropriate recycle bins. Cans, plastic and glass can generate \$30,000-\$40,000 back into the system if the price is up. Co-mingled recyclables are taken by the hauler (Intermountain Disposal) and sorted out in Portola. Electronic e-waste is taken to Loyalton, wrapped in plastic, separated and stored until enough is accumulated, then it is taken by an electronics recycling firm at no cost. Hazardous waste is collected by Intermountain Disposal. The County is charged an annual fee of about \$15,000 for hazardous waste disposal. Metal is hauled to the Loyalton Landfill and stored until the price rises. The price of metal has stayed very low for quite some time and hasn't been marketable, so the metal pile is very large at this time. Revenue generated from recycling is about the same as the cost for getting rid of it. Everything that is not recycled gets buried in the Loyalton Landfill. There are also "burn bowls" at each landfill.

The Licensee/Hauler (Intermountain Disposal)

Over time the number of companies interested in hauling Sierra County's solid waste has reduced itself from about three to one. In recent years the contract for hauling has changed hands twice, with Intermountain Disposal being the only company to apply for the contract to provide this service currently. Intermountain is performing under a contract with a "rolling" 6-month extension in which the hauler has little assurance of a long term relationship with the County. The hauler provides monthly data in the form of route sheets which go to the County Solid Waste Fee Administrator where those data are to use tabulate for future solid waste fee adjustments. As provided for in County Code 8.04.220 the auditor, after giving ten days' notice, may audit the records of the hauler. Also, 8.04.230 stipulates that the County can take steps to regulate collection rates if there is a lack of competition. Neither of these strategies has been exercised as the general feeling is that we are lucky to have someone providing the hauling services. Intermountain Disposal might potentially play an important role in some of the solid waste solutions proposed in post landfill closure scenarios which are discussed later in this document.

Comparing Sierra County's Waste Management System with Those of Similar Counties

The Grand Jury felt that it might be useful to compare Sierra County's waste management strategies and selected data with those of similar California counties. The process of gaining this information included phone interviews with administrators from Local Enforcement Agencies (LEA) of the five least populous California including Sierra. We also reviewed and used published information from a 2010 technical memorandum which provided a comparison of nine similar counties (including Sierra County) in its short list of rural counties. This technical memorandum was prepared for Mono County by HDR Engineering, Folsom, California, and was

provided to the Grand Jury by Mono County Environmental Health. The table below shows a comparison of the 5 least populous counties; number of transfer stations; and whether the county has a special facility for recycling, composting, gasification or process other than direct transfer to a landfill. The data is current and was gathered from interviews during our 2015/2016 investigations.

County	Population	Persons/sq mi	# of Transfer Stations	Special Facilities*	Final Waste Destination
Alpine	1116	1.53	2	0	Lockwood/San Andreas
Sierra	3003	3.13	4	0	Loyalton
Modoc	9,023	2.07	11	0	Lockwood
Trinity	13,170	4.09	10	0	Anderson (Shasta Co.)
Mono	13,997	4.47	7+2 L.F.	0	Benton Crossing L.F.

*Special facilities would include any designed to process waste by means other than burial or transfer to another location (recycling, composting, power generation, etc.)

As a part of this investigation, an attempt was made to find data that might be useful in comparing per capita cost in similar counties. These data were neither available in a search of the CalRecycle website nor were they available in a broader web search, however data was available in the 2010 technical memorandum by HDR Engineering for Mono County. The table below contains information from the HDR Technical Memorandum that reflects data on per capita costs by county gathered from **2008-2010**. The HDR Technical Memorandum states: **“It should be noted that comparing budgets over varying county systems, is not an exact procedure and there are many factors that influence the Actual per capita costs and therefore should be viewed as a trend exercise only.”**

County	Budget Annual (2008-2009)	2008 Disposal (tons)	Per Capita Disposal (lbs./person/day)	Per Capita Cost (\$/person)
Alpine*		2,365	12.14	
Sierra	\$700,000	3,265	5.42	\$211.93
Modoc	\$1,053,000	7,084	3.97	\$107.70
Lassen	\$1,500,000	22,597	3.45	\$41.80
Inyo	\$2,082,438	16,793	5.08	\$114.99
Mono	\$2,613,000	29,515	11.88	\$191.89
Plumas	\$252,200	20,542	5.51	\$12.35

*The HDR document describes Alpine County as having a “significant private sector role”

The Loyalton Landfill

The Loyalton Landfill has been (since 1977) and currently is the final destination for solid waste (that has not been recycled or burned) generated in Sierra County. The landfill is nearing its usable capacity and is scheduled to close in October of 2017. The landfill is part of an original piece of property consisting of 72 acres that was split into a northern parcel of 28 acres and a southern parcel of 49 acres. The permitted area of the landfill consists of 21 acres in the north parcel. The current physical footprint of the landfill used to date is 11 of those 21 acres (see map figure 3 prepared by Avalex Engineering, Inc.). Gas test wells indicated (and still do indicate in monthly tests) that there were concentrations of methane gas migrating beyond the northern boundary of the landfill property. Also, trace amounts (beneath drinking water threshold standards) of Freon have been discovered down-gradient from the landfill. As a result, Sierra County purchased 49 acres of additional property to the north and east of the landfill footprint from the city of Santa Clara to mitigate the effects of methane migration and to provide a buffer beyond the original landfill boundary. This property was purchased for roughly \$40,000 and is also shown on the figure 7 map.

The County's closure plan includes borrowing material from the southern parcel of the landfill property in order to construct an engineered cover that would allow for the escape of gases upward. This strategy would minimize the trapping of gases which might promote this lateral migration from the landfill. Sierra County maintains an Enterprise Fund to cover costs and a Pledge of Revenue Agreement with the State to cover post maintenance costs. The sum total of funds required to close the landfill is estimated by Avalex to be \$1,930,000. The Enterprise Fund currently has \$1,527,575 (June, 2015), leaving a balance owed of \$402,424.71. The average annual cost of post closure maintenance as determined by Avalex's Final Closure and Post Closure Plan is estimated to be \$94,700. This is a process that is supposed to take 30 years. The real cost of closure and post closure of the landfill has not yet been determined. Final plans must be approved by the State. It is feared that the State's primary waste management agency, CalRecycle, might require more infrastructure than what is needed, thus increasing costs. The relationship between Sierra County administrators and CalRecycle staff is not warm, making compromise difficult.

Post Closure Options

Several options for a plan to process Sierra County's waste in the future have been considered including (Avalex estimates):

1. Adding a new liner to the current landfill site in Loyalton. This the least cost-effective option which is no longer being considered.

2. Exportation of solid waste to Delleker Transfer Station. Costs estimate: \$303,000 annually
3. Exportation of solid waste to *proposed* Intermountain Disposal Inc. Material Recovery Facility (MRF). Cost estimate: \$359,000
4. Exportation to the Eastern Regional MRF in Truckee. \$378,000*
5. Export to Lockwood Landfill. \$278,000*
6. Exportation to Russell Pass Landfill, Fallon. \$290,000*
7. Exporting waste from Western Sierra County Transfer Stations (Alleghany, Pike, Ramshorn, Sierra City) to Ostrom Road (Wheatland) Landfill. \$170,000* + the cost of hauling from Eastern County transfer stations.

*CalRecycle has established a Statewide goal of a 50% diversion of materials rate (recycle, etc.) for California Counties. Sierra County is recovering materials at about a 25% rate. It is more difficult for smaller, less densely populated counties to meet the 50% diversion goal. Hauling all solid waste to a landfill in Nevada might be less expensive, but does not address the process of materials recovery. The only options which provide for the potential to achieve the 50% diversion goal would be the MRFs referenced in options 3 and 4. Also, figures with an * assume the construction of a primary transfer station on the Loyalton Landfill property. This would allow for the smaller loads from individual transfer stations to be combined into one larger load for transport to a landfill at less total expense.

Discussions at the April 14, 2016 Sierra County Board of Supervisors Public Works, Roads and Solid Waste Standing Committee Meeting indicated substantial interest in the Sierra Disposal MRF option. Sierra Disposal representatives in attendance suggested that the establishment of their proposed MRF in Delleker is "not a matter of if, but when". They propose to start small to keep costs down. There will be the potential to extend the length of their building and pick line, then bring other counties on board. Initial set up costs are high as equipment would be purchased new. Plans for co-generation and use of food waste to feed hogs are also being considered for the facility. In order to most efficiently interface with the proposed Delleker MRF, Sierra County discussions centered on the construction of a main transfer station at the Loyalton Landfill site. The landfill site would include a compactor to reduce the volume of the waste before the waste is sent to the MRF. Compaction is considered to be very efficient, minimizes litter, has no effect on ability of MRF to do its work, and reduces the number of loads which justifies the cost of the compactor. The fact that solid waste isn't generated in large enough amounts at the individual transfer stations, and that the waste must be compacted and thus moved in short intervals, limits the potential for compactors at individual, smaller transfer stations.

Impact on Sierra County Citizens

There are circumstances (small population, black bears, aging landfill, forest lands visitors, etc.) which make budgeting for waste management difficult in Sierra County. Two things are clear: 1. The cost of waste management to citizens of Sierra County is very high (much higher than in neighboring counties). 2. That cost is projected to increase substantially before there is a chance that it might decrease. A residential fee in the neighborhood of \$600 is projected for the very near future. Sierra County citizens have few options. The County administration sends a ballot (a result of Proposition 218) each year for the purpose of determining whether the public wishes to continue the fee structure as it has been applied to property taxes recently, or some other structure like gate fees at each transfer station. A change might not be in our best interests and requires a 51% return of the ballots (last year's return was 12%). Chapter 8.04 provides for a *Citizens Solid Waste Committee*. This committee currently has a roster for thirteen members--six of which are for members of the public and business owners (five of those positions are currently vacant). The committee currently is not functioning and has not met for some time. Citizens may inquire at the Department of Public Works if interested in participating and revitalizing this committee.

Fact

The cost of waste management to Sierra County citizens has increased significantly in recent years and is projected by Sierra County Administrators to continue to increase in the foreseeable future.

Findings

- F1. The condition of Sierra County's Loyalton Landfill requires that it be closed in 2017.
- F2. The processes of closing the Loyalton Landfill, and post-close monitoring has resulted in costs which have been, and will continue to be for the next 30 years, very high.
- F3. Small, sparsely populated entities have higher costs and fewer choices when considering waste management options. Wildlife (black bear) considerations and visitor impacts also affect the waste management system's ability to function at a lower cost.
- F4. Communication between members of the County's administration; the County's administration and the County's citizens; and the County's administration and relevant members of state and federal agencies is in need of improvement.
- F5. Primary driving forces behind fee increases are the costs of closing and post-closing processes related to the Loyalton landfill.

Recommendations

- R1. The Sierra County managers should continue to negotiate with the U.S. Forest service for the purpose of mitigating cost effects related to waste management of federal lands visitors and events held on federal lands within the County.
- R2. Sierra County managers should partner with those from nearby counties in a collaborative effort to reduce costs and increase diversion of materials with respect to waste management.
- R3. Sierra County managers should continue to negotiate with CalRecycle in an effort to achieve the most practical and most cost effective strategy for closing and monitoring the Loyalton Landfill.
- R4. Sierra County should take steps necessary (including recruitment of members) to reconvene The Citizens Solid Waste Committee.
- R5. Sierra County should investigate the impact of adding a third category to its fee schedule to include service organizations, community groups and facilities, places of worship, etc. that generate minimal amounts of waste per year.

Request for response from the following Sierra County employees:

Sierra County Director of Planning and Transportation,

Sierra County Auditor, Treasurer & Tax Collector,

Sierra County Assessor,

Sierra County Environmental Health Officer,

Avalex Engineering: Craig Morgan

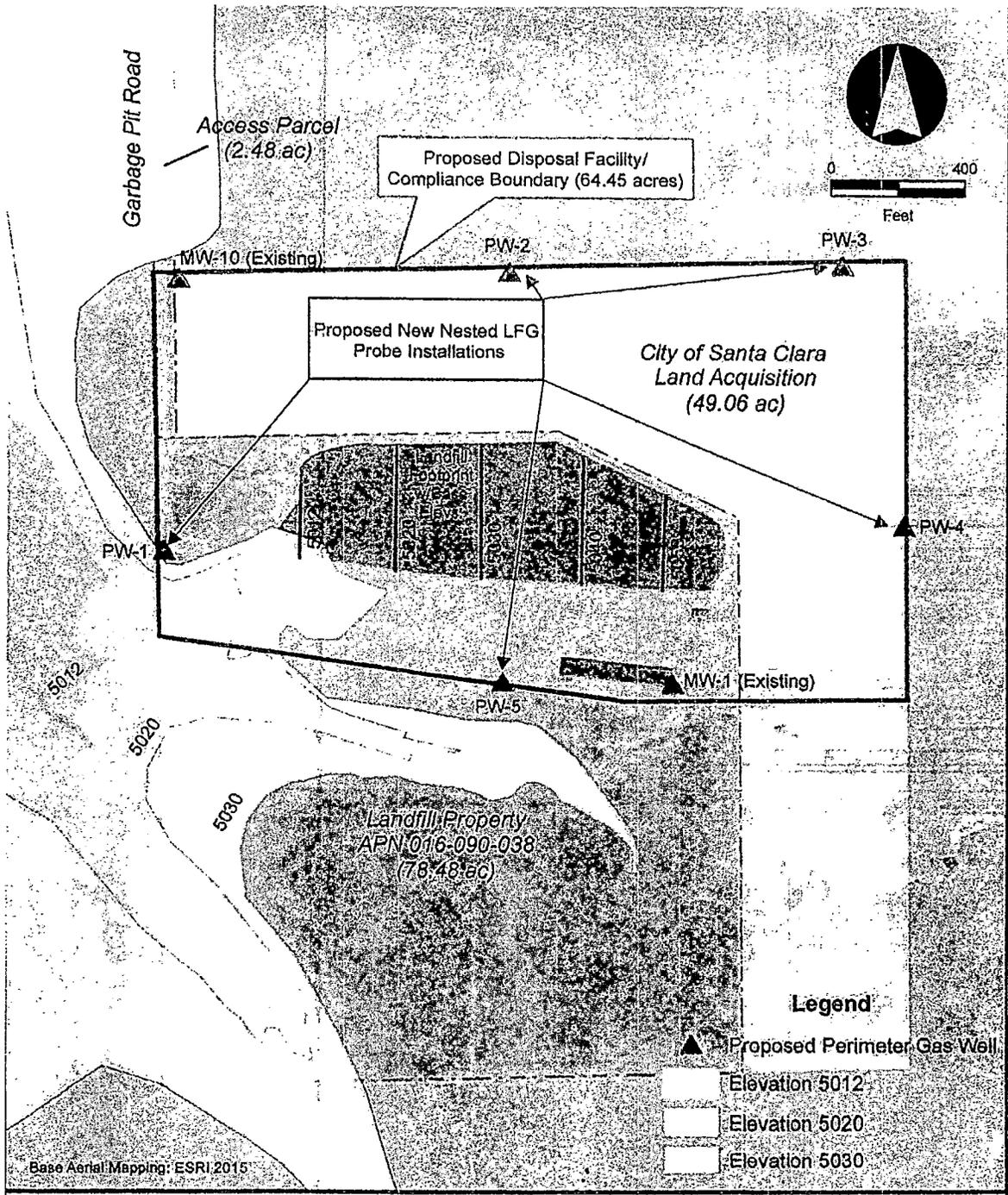


FIGURE 7 - PROPOSED LFG PERIMETER MONITORING NETWORK

 <p>AVALEX INC. Civil Engineering and Environmental Services P.O. Box 550218 South Lake Tahoe, CA 96155 Phone (530) 643-3200 www.avaalex.info</p>	LANDFILL GAS MONITORING AND CONTROL PLAN			
	LOYALTON LANDFILL, SIERRA COUNTY, CALIFORNIA			
	97-005.56	2-5-2016	ITL	Figure 7.mxd

2015/2016 Sierra County Grand Jury

Annual Review of The Jail And Law Enforcement Facilities

INTRODUCTION

Each year the Sierra County Grand Jury must review the jail and facilities in accordance with the California Penal Code, Section 919(b).

BACKGROUND

The 2015-16 members of the Grand Jury were given a tour of the jail and the facilities located in Downieville, in August. The sheriff conducted the tour and answered many questions put to him by the members of the GJ.

We would like to commend the sheriff's department for keeping the jail facility very clean and well maintained.

FACT

On March 17, 2015, the sheriff notified Sierra County Board of Supervisors that the jail would serve only as a temporary holding facility. The decision was made at that time to pay \$70-\$80 per inmate per day to house inmates in the Wayne Brown Correctional Facility [located in Nevada County]. At the time of our inspection there were no Sierra County inmates being housed in either place so there were no opportunities to conduct interviews.

FINDINGS

F-1 It is financially impossible to fill the mandated level of security for both inmates and officers in order for this facility to function as a jail.

F-2 Sierra County has difficulty offering a salary that is competitive enough to attract qualified law/ correctional officers who are able to pass the stringent background process.

RECOMMENDATIONS

R-1 While the fact remains that we do not have a working jail facility due to the financial situation in Sierra County, it appears that we do have a sheriff who is actively looking for ways to use the finances that are available in the most cost effective way. We would like to commend the sheriff and his staff for the hard work keeping the citizens of Sierra County protected. We would only recommend that the sheriff continue looking for cost effective ways to run the office while keeping Sierra County a safe place to live.

R-2 We recommend that the pay grade reflect the current earnings of similar departments statewide, as soon as it is fiscally sound to do so.

2015-2016 Sierra County Grand Jury

Investigation of Water Conservation Enforcement in Sierra Brooks

Reason for the Investigation:

It was brought to the attention of the 2015-2016 Sierra County Grand Jury that there was confusion on the part of residents of the Sierra Brooks community as to how State mandated water conservation efforts were being enforced. Given the importance of water conservation in these times of severe drought, the SCGJ decided to investigate how water conservation efforts are being enforced in Sierra Brooks with a goal of providing clarity for residents.

Background:

In 2015 the state of California mandated that Sierra County reduce its water consumption by 25% relative to the rate of consumption in 2013. In response to this mandate, communities in Sierra County including Sierra Brooks took concrete actions to conserve water. In Sierra Brooks, these measures included prescribed days and hours during which outdoor water use is allowed. Shortly after the initiation of these policies, residents who had been found in violation of these water-rules received notices of violation in the mail. The Grand Jury was asked to investigate how these violations were identified, reported and which governing bodies lead the enforcement efforts.

Procedure Followed:

Members of the Grand Jury interviewed county staff, residents of Sierra Brooks and past members of the Sierra Brooks Property Owners Association (POA).

FACT:

Sierra Brooks Residents water conservation requirement is in accordance with California State Water Conservation Mandate of 2015.

Findings:

- ✦ **F1** Sierra County is in charge of monitoring and enforcing water conservation efforts in Sierra Brooks. Representatives of the county perform periodic on-site inspections and document incidents of water-use violations. The County issues citations alerting residents of their violation. Detailed information regarding water conservation policies in Sierra Brooks is readily available to residents on the Sierra County website:
<http://www.sierracounty.ca.gov/DocumentCenter/View/184>
- ✦ **F2** The Sierra Brooks POA was found to have complied with the mandatory noticing requirements as specified by County regulations. In addition to posting signage, information regarding issues related to water and water conservation requirements in Sierra Brooks is readily available to residents on the POA website:
<http://www.sierrabrookspoa.com/water-conservation.html>
- ✦ **F3** To date, no fines pertaining to water-use violations have been issued or collected by the county.
- ✦ **F4** In 2015 Sierra Brooks has reduced its water consumption by 15.44% compared to the 2013 baseline.

Conclusions:

In these times of drought, residents of Sierra Brooks, Sierra County and all of California have been tasked with reducing their water consumption. Coordinated efforts between County Government, the Sierra Brooks HOA and Sierra Brooks residents, while not reaching the 25% goal of water conservation mandated by the state of California, have made great strides in moving in the right direction. However, despite readily available information regarding water-conservation policies, confusion persists on the part of some residents of Sierra Brooks and this is likely to be the case in other communities within the County.

Recommendations:

- ✚ R1 Continue water conservation efforts with the goal of meeting or exceeding a 25% savings.

- ✚ R2 Sierra County managers should be proactive informing county residents of the importance of water conservation on a periodic schedule through the county website, mailers, fliers and postings.

- ✚ R3 Sierra County managers and The Sierra Brooks POA should work together in keeping the “residents” informed on the importance of water conservation as well as monitoring water usage and possible usage violations. Issue citations/warnings as required.

Request for response from the following Sierra County employee:

Sierra County Director of Public Works.

2015-2016 Sierra County Grand Jury

Keeping us Safe: Sierra County's Fire Protection Districts

Reason for the Investigation:

Fire Protection Special Districts play a critical role in keeping the residents of Sierra County safe. The goal of this investigation was to assess the current status of the four Fire Protection Districts within the county while identifying current issues and specific needs of each district.

Background:

Sierra County is served by Four Special Fire Protection Districts: Sierra County Fire Protection District 1, Downieville Fire Protection District, Sierra City Fire Protection District and the Pliocene Ridge Community Service District (See Figure 1). A board of commissioners that are appointed by the Board of Supervisors manages each District. Funding for the districts comes directly from property taxes and is not a part of the Sierra County budget. The districts provide wildfire and structure fire protection as well as emergency medical service. To enhance service, the districts maintain mutual aid agreements with each other and other districts outside of Sierra County. Fire protection for the City of Loyalton is provided by the City and not through a special District and is therefore not covered in this report. These services are provided by a 100% volunteer workforce that is owed a great debt of gratitude by our community. The 2015-2016 Sierra County Grand Jury would like to take the opportunity to say Thank You to all the men and women who volunteer their time, energy and expertise in helping to keep us safe.

Procedure Followed:

Members of the Grand Jury interviewed county staff and at least two members of each Fire Protection District.

Fact:

Fire protection within Sierra County is provided by a 100% volunteer workforce.

General Findings:

F.1. A comprehensive review of Wildfire Protection within the county was completed in 2014 culminating in the Updated Sierra County Community Wildfire Protection Plan (CWPP), which can be found online: <http://www.sierracounty.ca.gov/documentcenter/view/1468>. Information regarding coverage areas and firefighting equipment of each district can be found in the CWPP.

F.2. The vast majority of service calls within each district are medical in nature and related to traffic accidents. Fortunately, the number of service calls related to structure fires is low, seldom exceeding one-per-year.

F.3. Trucks and service vehicles are typically older model years and acquired second hand from out-of-county fire departments. In general the stations and equipment available to each district are in good working order and sufficient to provide a high level of protection.

F.4. Across the board the Fire Protection Districts are able to provide excellent training opportunities to their volunteer firefighters. Training workshops and activities held in each district are open to all volunteers across the county reflecting good inter-district communication and coordination.

F.5. While each district maintains a roster of active volunteers, only a percentage of these individuals can be counted on to be available for a given service call. Volunteers may be out of town, which can vary seasonally, or during business hours at jobs they are unable to leave on short notice. This increases the risk of inadequate response should service be requested during certain time periods.

F.6. In addition to their tax-based sources of revenue, each district actively applies for state and Federal Grants to provide funding for specific training and equipment needs. The grant writing processes is challenging and the awarding of grants is competitive. We would like to acknowledge and express our gratitude to those volunteers engaged in seeking grant-related funding. Good luck with your current and future applications!

F.7. Fire Protection Districts within Sierra County are in need of additional volunteers. Recent recruitment efforts have been hampered by demographic realities of an aging population and a lack of new younger generation County residents and are proving to be inadequate to 'fill the rolls'. While current staffing levels (documented below) and mutual aid agreements are currently able to provide a high level of protection across the county, there is a specific need to recruit and train the 'next generation' of volunteers to ensure this high level of protection persists long into the future.

Findings Specific to Each District:

Sierra County Fire Protection District #1:

F.1. The district maintains three fire stations located in Sierraville, Sattley and Calpine. There are currently ~20 volunteers on the firefighting roster of which typically ~5 can be counted on to turn out to a given service call.

F.2. The district also maintains a service agreement with the Verdi Volunteers (located on the NV side of Verdi) to provide protection to portions of the CA side of Verdi.

F.3. The remaining portion of Verdi lies outside of the Protection District and receives their protection through a contract with the Truckee Meadows Fire Department (NV) paid for by Sierra County.

F.4. Discussions are ongoing regarding the possible annexation of this section of Verdi into the Fire Protection District and as such, fire protection within Verdi is currently in flux. Because Verdi is 'detached' from the rest of the county, it is difficult for residents to attend

Fire Commission meetings and the meetings of the Board of Supervisors at it pertains to this issue. While SCFPD #1 did hold a community meeting in Verdi on this topic, specific information about current and future protection is not readily available to Verdi residents.

Sierra City Fire Protection District:

F.1. The district maintains three fire stations. There are currently ~20 volunteers on the firefighting roster of which typically half can be counted on to turn out to a given service call.

F.2. The district is in need of a high capacity water-storage facility in Sierra City that could be used in the event of a catastrophic fire.

Downieville Fire Protection District:

F.1. The district maintains one fire station. There are currently ~20 volunteers on the firefighting roster of which six are extremely active and can be counted on to turn out to a given service call.

F.2. The district is in particular need of new and younger volunteers.

F.3. The district is in particular need of EMS trained volunteers.

F.4. The District's Brush Truck is in need of repair or replacement.

Pliocene Ridge Community Service District:

F.1. The district maintains fire stations located in Alleghany and Pike. There are currently ~15-20 volunteers on the firefighting roster of which typically 6-8 can be counted on to turn out to a given service call.

F.2. The district is in particular need of new and younger volunteers.

F.3. The district is currently in the process of completing an upgrade to the Alleghany fire station

Conclusions:

The Special Fire Protection Districts within Sierra County reflect the absolute best of community-based service. The men and women of the Fire Protection districts volunteer countless hours of their time to provide all of us protection in the case of an emergency. As the drought continues, increasing the volatility of the lands around us, the protection they provide is as critical as it has ever been. Driven by demographic and growth trends within the county, the Fire Protection Districts face specific challenges related to funding-levels and recruitment. It is essential for the long-term safety of our communities that the next generation of volunteers be identified, recruited and trained.

Recommendations:

R.1. Sierra County and the Fire Protection districts need to highly prioritize the recruitment of new volunteers. We recommend that invested members of the community, including County Staff and Fire Commissioners, Chiefs and current volunteers, work together to develop new recruitment efforts that specifically target younger and new residents in the county.

R.2. Successful grant writing is an essential part of generating revenue for the Districts. We recommend that the Districts coordinate with each other in the grant writing process; collectively monitoring grant opportunities, sharing expertise with particular grant mechanisms, providing pre-submission reviews of grant proposals and when possible arranging for grant application workshops sponsored by the granting agencies.

R.3. Coordination of training, grant writing, recruitment and other administrative tasks across districts is time consuming. This raises a particular challenge for volunteer members of each district who already dedicate a significant amount of time towards keeping us safe. As the successful training, recruitment, grant writing and compliance of any one district can have cascading benefits to the other districts and by extension all residents of the county, we recommend that Sierra County make an investment to provide human support for these coordination efforts. We recommend that this support come in the form of either expanded duties of existing personnel with expertise in these areas or in the formation of a new paid staff position.

R.4. Sierra County and Sierra County Fire Protection District #1 should provide written documentation to residents of Verdi documenting current protection arrangements, potential plans for the future, and how future plans may be impacted by forthcoming fire consolidation in Reno, [finding 4 on page 23].

R.5. Downieville FPD should continue to prioritize the repair or replacement of the Brush Truck. We encourage the Downieville community to continue to support the FPD in this effort.

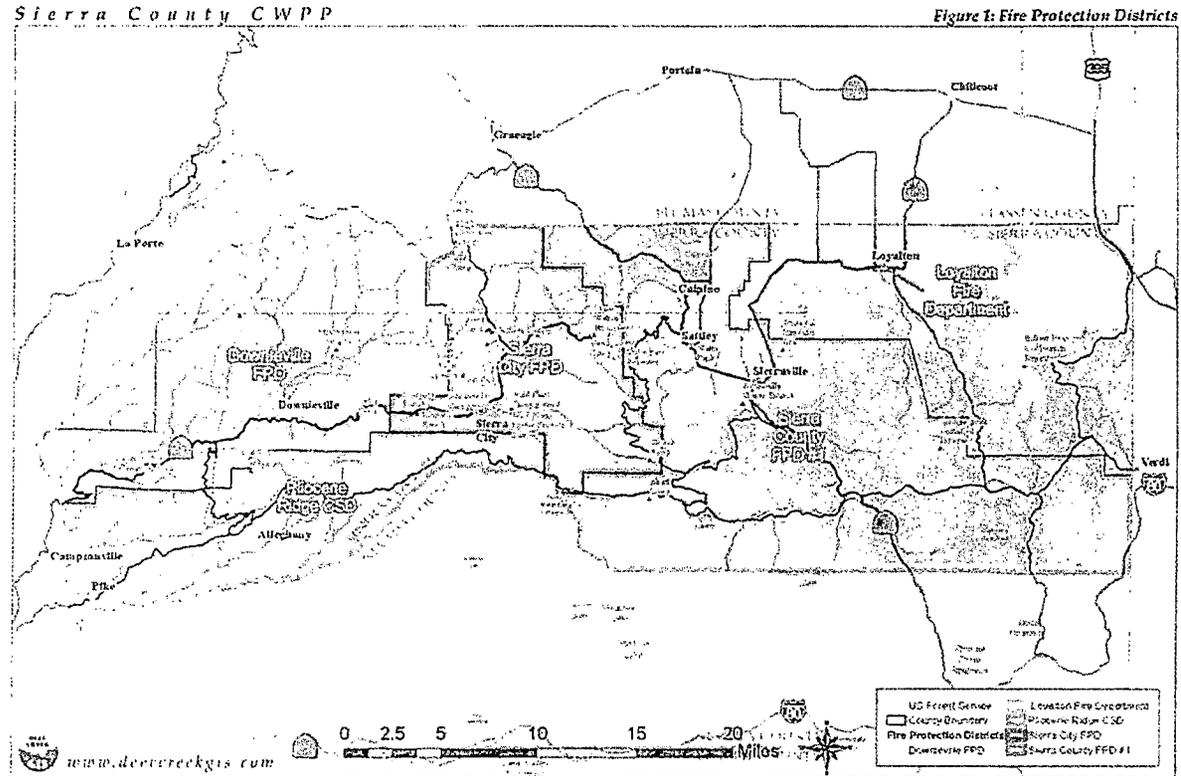
R.6. Pliocene Ridge CSD should continue to prioritize the completion of the Fire Station. We encourage the Pliocene Ridge community to continue to support this effort.

R.7. Sierra City FPD should prioritize the development of a high-capacity water storage facility in Sierra City. We encourage the residents within the Sierra City Fire Protection District to continue to support this effort.

Request for response from the following Sierra County employees:

- Chair, Fire Commission, Sierra County Fire Protection District #1
- Chair, Fire Commission, Sierra City Fire Protection District
- Chair, Fire Commission, Downieville Fire Protection District
- Chair, Fire Commission, Pliocene Ridge Community Service District
- Chief, Office of Emergency Services
- Board of Supervisors

Figure 1: Fire Protection District map



REQUIRED RESPONSES

The California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made *no later than 90 days* after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g. District Attorney, Sheriff, etc.), such elected official shall comment on the findings and recommendations pertaining to the matters under the elected official's control *within 60 days* to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code Section 933.05 subdivisions (a), (b), and (c), detail, as follows, the manner in which such comment(s) are to be made:

(a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.

(c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary /or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

SIERRA COUNTY
GRAND JURY
NEEDS YOUR
INPUT!

*We welcome your suggestions or
complaints.*

PLEASE TURN TO THE FORM ON THE BACK OF THIS PAGE
TO MAKE YOUR COMMENTS.

MAIL TO: SIERRA COUNTY GRAND JURY
P. O. BOX 476
DOWNIEVILLE, CA 95936

PLEASE PROVIDE AS MUCH INFORMATION AS POSSIBLE

Your name (you may remain anonymous if you choose)

Home address _____

Work address _____

Phone (home) _____ (work) _____

To which county official, department or agency does your suggestion or complaint refer?

Address _____

Phone _____ Director, if applicable _____

Please summarize your suggestion or complaint, including date of events and names, departments or agencies involved. Attach additional sheets if necessary. All complaints are kept confidential.

What kind of action would you like to see the Grand Jury undertake?

Please attach any correspondence or documents you may have regarding this matter.

Signature _____

Date _____

Mail to:

Sierra County Grand Jury
Post Office Box 476
Downieville, CA 95936

Diane Schermerhorn
23727 Old 44 Dr.
Millville, Ca.
96062

Dear, Cem. Board + County,

After serving many
years for the Sierra Vista, Sattley,
+ one small grave site at
Anna Harey's ranch. I have
moved to Millville, Ca. for
health reasons.

So I would like to be
released from the Cem. Board
as of the last of July 2016.

Sincerely
+0

Thank you
Diane Schermerhorn

