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 August 2, 2016 in the Board of Supervisors' Chambers, Courthouse, Downieville, CA.

NOTICE

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

Heather Foster
Clerk of the Board of Supervisors
County of Sierra
100 Courthouse Square, Room 11
P.O. Drawer D
Downieville, CA 95936
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.

   - Plumas and Sierra County Energy Assistance and Housing Weatherization informational pamphlets. (SUPERVISOR SCHLEFSTEIN)

   Documents:

   Plumas and Sierra County pamphlets.pdf

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

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

5. **FOREST SERVICE UPDATE**

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

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

   6.A. Resolution approving sale of Loyalton Mobile Home Park subject to the Tax Collector's Power to Sell.

   Documents:

   Tax Sale LMHP.pdf

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

   7.A. Discussion/direction to staff regarding Proposition 1 Sierra Nevada Conservancy Grant, application deadlines in March and/or September of 2017 to implement the Forest Service Yuba Project.

Documents:

Yuba Project.pdf

7.B. Professional Services Agreement with Avalex, Inc. for professional engineering services associated with the proposed perimeter landfill gas probe installation and the passive landfill gas vent pilot study work at the Loyalton Landfill.

Documents:

Avalex.LFG Projects.Item...pdf

7.C. Presentation of bids and adoption of resolution awarding contract for the Jim Crow Road Bridge Rehabilitation Project (continued from meeting of July 19, 2016).

Documents:

Jim Crow Project.Item.pdf

7.D. Agreement for professional services with Omni-Means, LTD. for construction management and materials testing for the Jim Crow Road Bridge Rehabilitation Project.

Documents:

Const.Management.Item.pdf

7.E. Resolution of intent to utilize Title III funding in the total amount of $15,707.93, $14,306.00 remaining from allocations made under Resolution 2012-022, and $1,401.03 from allocations made under Resolution 2016-010, to reimburse the Sierra County Public Works budget in the amount of $9,160.90 and Sierra County Service Area 5 in the amount of $6,547.03, for costs of support for work done in conjunction with the California Conservation Corps on Bear Valley Road which involves clearing/landscaping within the County right of way which is within 200 feet of most homes, and will "increase the protection of people and property from wildfires" and project adjacent national forest system lands. (Section 302)(a)(1) H.R.1424-145.

Documents:

Resolution of Intent..Item.pdf

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

8.A. Discussion and update on a meeting with the City of Reno regarding a proposed development in Washoe County in a portion of Long Valley.

Documents:

Long Valley Developmnet Discussion.pdf

9. **BOARD OF SUPERVISORS**

9.A. Resolution calling an election for, and authorizing the submission to the voters of, an ordinance amending chapter 8.01 of the Sierra County Code regarding restrictions on marijuana cultivation, and consolidating the election with the November 8, 2016 Statewide General Election. (CHAIR ADAMS)

Documents:

MJ election item 08022016 ROP.pdf

9.B. Discussion/direction regarding response to the 2015/2016 Sierra County Grand Jury Report. (CHAIR ADAMS)

Documents:

Grand Jury Report item.pdf

9.C. Continued discussion/direction regarding notice from Larry Ostrom canceling Sierra County Agreement 2002-207 for Grant of Right of Way and Road Maintenance. (CLERK OF THE BOARD)

Documents:

Ostrom.pdf

10. **CLOSED SESSION**

10.A. Closed session pursuant to Government Code Section 54957.6 to discuss labor negotiations.

Documents:

Closed Session Labor Negotiations.pdf

10.B. Closed session pursuant to Government Code 54956.9(d)(2) - anticipated litigation - 2 cases.

Documents:

closed session anticipated litigation.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 for professional services between Toddler Towers and the County of Sierra. (SOCIAL SERVICES)

Documents:

Toddler Towers.pdf

11.B. Rescission of agreement 2016-075 and approval of agreement for professional services between Yolo Community Care Continuum and County of Sierra. (BEHAVIORAL HEALTH)

Documents:

YCCC Revised.pdf

11.C. Agreement for professional services between Don Stembridge, Ph.D., and the County of Sierra. (BEHAVIORAL HEALTH)

Documents:

Stembridge Agreement.pdf

11.D. Agreement for professional services between Kings View and Sierra County Behavioral Health. (BEHAVIORAL HEALTH)

Documents:

Kings View.pdf

11.E. Agreement for professional services between Placer County and the County of Sierra. (BEHAVIORAL HEALTH)

Documents:

Placer County Agreement.pdf

11.F. Resolution approving amendment to agreement with the County of Los Angeles Sheriff's Department, which has a Statewide inmate transportation system already in place, to provide inmate transportation for Sierra County inmates when appropriate and necessary. (SHERIFF)

Documents:

Board Packet.pdf

11.G. Amended Approval of California Governor's Office of Emergency Services (OES) County Victim Services (XC) Program. (DISTRICT ATTORNEY)

Documents:

2016-18 XC GRANT.pdf

11.H. Amendment to Sauers Engineering Professional Services Agreement 2009-044 for engineering services related to the Sierra Brooks Water System Phase 2 project, term extension. (PUBLIC WORKS)

Documents:

Sauers Amend.Item.pdf

11.I. Resolution declaring 3Com Phone System owned by Health and Human Services as surplus and authorizing disposal in accordance with County Code. (PUBLIC WORKS)

Documents:

Phone System Item.pdf

11.J. Resolution approving plans and specifications and authorizing bidding for the Loyalton Landfill Passive Landfill Gas Pilot Study. (PUBLIC WORKS)

Documents:

Passive.LFG.Item.pdf

11.K. Resolution approving plans and specifications and authorizing bidding for the Loyalton Landfill Perimeter Gas Probe Installation Work. (PUBLIC WORKS)

Documents:

LFG Probes.Item.pdf

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

Documents:

EMPG Governing Board Resolution.pdf

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

Documents:

SHSG Governing Board Resolution.pdf

11.N. Agreement for Indemnification and Reimbursement for Extraordinary Costs for Gerald & JoAnn Flavin, Applicants, and Robbie and Dianna Thingelstad Landowners: Consideration of a Special Use Permit to allow the placement of a manufactured home outside the allowable 150 feet distance from the primary residence in the Residential Rural 1.5 zoning district. The project site, identified as APN 023-080-027, is located at 155 Trelease Lane, Verdi, CA. (PLANNING)

Documents:

Agreement for Indemnification.pdf

11.O. Amended and restated Joint Powers Agreement for Nevada-Sierra Counties connecting

point public authority. (COUNTY COUNSEL)

Documents:

JPA Agreement.pdf

12. **CORRESPONDENCE LOG**

12.A. Letter from Kevin De Leon, President Pro Tempore regarding major efforts the California Legislature is taking to combat homelessness and to call attention to new programs that are targeted to assist counties implement these initiatives.

Documents:

Senator Kevin De Leon letter.pdf

12.B. Letter from the U.S. Department of the Interior Bureau of Reclamation regarding the Stampede Safety of Dams Modification Project.

Documents:

Stampede Safety of Dams Modification Project.pdf

ADJOURN

No-cost Energy Saving Tips

Turn down your thermostat to 68 degrees or lower during the day and evening (health permitting) and to 55 degrees or off at night or when away from home. Wear layers of loose-fitting clothes to trap body heat, such as thermal underwear, sweaters, sweatshirts, sweatpants, and socks.

Set your water heater to the "normal" setting or 120°, unless your dishwasher requires a higher setting.

Open drapes to let the sun heat your home during the day and close them at night to help insulate.

Close off unused rooms and the vents that heat those rooms.

Keep warm-air registers, baseboard heaters, and radiators clean and make sure they're not blocked by furniture, carpeting, or drapes.

Move furniture around so you are sitting near interior walls instead of exterior walls and windows.

Close your fireplace damper tightly when not in use.

Take shorter showers.

Wash only full loads in your dishwasher and clothes washer.

Use cold water when washing clothes.

Low-cost Energy Saving Tips

Clean or replace furnace filters once a month.

Install weather-stripping or caulk on leaky doors and windows.

Install gaskets behind outlet covers.

Add plastic sheeting to your windows or purchase plastic window covering kits or interior storm window kits.

Install a programmable thermostat.

Install low flow showerheads and faucets.

Insulate the water pipes leading from your hot water heater.

Health and Safety Tips

Adequate home heating is a necessity of life. The inability to heat your home adequately can put household members at risk. Health and safety risks include hypothermia and carbon monoxide poisoning and the increased possibility of fire.

You can prevent the loss of life and property by identifying potential hazards and following these safety tips:

Install smoke and carbon monoxide alarms in your home.

Provide proper venting systems for all heating equipment.

Never use your range or oven to heat your home or use a BBQ in your home or garage.

Place space heaters on level, hard and nonflammable surfaces, not on rugs or carpets.

Keep space heaters at least three feet from bedding, drapes, furniture, and other flammable materials.

Never leave a space heater on when you go to sleep or leave the area.

Watch children and pets closely in rooms with heating equipment.

Always use generators outdoors and away from doors, windows, and vents.

EQUAL HOUSING OPPORTUNITY

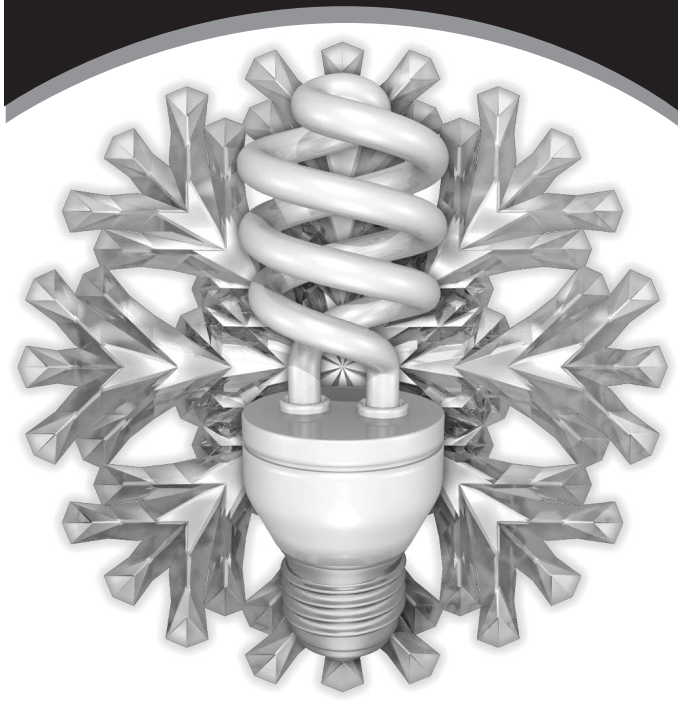
Weatherization Works

TDD (800) 735-2929

Refer all questions and complaints regarding disability discrimination to Susan Merriman at:

Plumas County Community Development Commission
(183 W. Main St.), P.O. Box 319
Quincy, CA 95971
(530) 283-2466 • (800) 993-5399

Plumas and Sierra County Energy Assistance Information



Low Income Home Energy Assistance Program

Plumas County Community Development Commission

(183 W. Main St.)
P.O. Box 319
Quincy, CA 95971

(530) 283-2466
(800) 993-5399
www.plumascdc.org

What is the Low Income Home Energy Assistance Program?

(also known as HEAP)

The Low Income Home Energy Assistance Program helps eligible households with home energy bills (wood, propane, fuel oil, electricity) by making a payment to a utility company on behalf of the household.

What utility will the Energy Assistance Program pay for?

A payment can be made to your electric company or your major utility supplier (usually that is the utility that provides space heating and can include wood if it is your main heat source).

Who is an eligible household?

An eligible household is a household whose gross annual income is below the qualifying income limits.

What if my heating source is wood?

A payment for wood delivery can be made to qualified wood suppliers.

What if I have received a "shut off" notice?

If funds are available you may be eligible for an emergency assistance payment under the following conditions:

- 48-hour shut off notice
- Shut-off notice
- Out of wood

Depending on the amount needed to prevent shut-off or re-establish service, you may have to make a companion payment or make acceptable arrangements with the utility company.

Have questions or want to know the income guidelines?

For a list of **frequently asked questions** and **income guidlines** please go to: **www.plumascdc.org/energy.html**

Where can I get an application? (Locations to call for and/or get help with completing applications)

PLUMAS COUNTY

Quincy
Plumas County Community Development Commission 283-2466
Plumas Crisis Intervention Resource Center 283-5515

Chester
ABC Center 258-4281

Portola
Family Resource Center 832-1827

Greenville
Indian Valley Resource Center 284-1560

SIERRA COUNTY

Loyalton
Department of Social Services 993-6720
Loyalton City Hall 993-6750
High Sierra Family Resource Center 993-1110
Loyalton Senior Center 993-4770

Downieville
Human Services 289-3711

No-cost Energy Saving Tips

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Take shorter showers.

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You can prevent the loss of life and property by identifying potential hazards and following these safety tips:

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Never use your range or oven to heat your home or use a BBQ in your home or garage.

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Keep space heaters at least three feet from bedding, drapes, furniture, and other flammable materials.

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Quincy, CA 95971

(530) 283-2466 • (800) 993-5399

Plumas and Sierra County Housing Weatherization Information

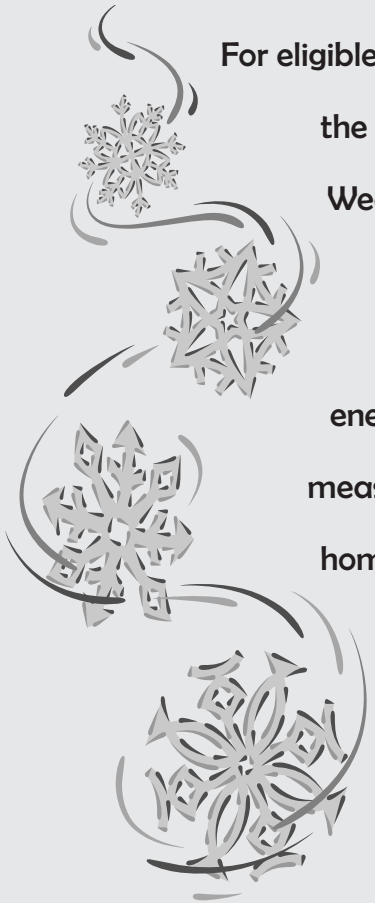
We're Here To Help!

Plumas County Community Development Commission

(183 W. Main St.)
P.O. Box 319
Quincy, CA 95971

(530) 283-2466
(800) 993-5399
www.plumascdc.org

What is the Low Income Weatherization Program?



For eligible households, the Low Income Weatherization Program can install energy efficient measures in your home at no cost to you.

What kind of energy efficient measures can be installed?

- Insulation in attics, walls, under floors, and heating ducts,
- Door repairs, weather-stripping, and caulking to reduce air leaks in doors and windows ,
- Carbon monoxide detectors,
- Compact fluorescent light bulbs,
- Water heater pipe wrap,
- Cover plate gaskets,
- Thermostats,
- Vent covers and venting,
- Fluorescent Torchiere lamps,
- Ceiling fans,
- Storm windows,
- Repair of ducting, heating/cooling systems, and windows,
- Replacement of water heaters space heating systems, windows, and refrigerators.
- LED light bulbs

What if I am a renter?

You still may be able to receive weatherization services if you are an eligible household and your landlord agrees to sign a Weatherization Service Agreement.

Who is an eligible household?

An eligible household is a household whose gross annual income is below the qualifying income limits, (certain additional restrictions apply.)

Have questions or want to know the income guidelines?

Please go to:
www.plumascdc.org/energy.html

Where can I get an application? (Locations to call for and/or get help with completing applications)

PLUMAS COUNTY

Quincy
Plumas County Community Development Commission.....283-2466
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Loyalton Senior Center.....993-4770

Downieville
Human Services.....289-3711

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Tax Collector
APPROVING PARTY: Van Maddox
PHONE NUMBER: 530-289-3286

AGENDA ITEM: Resolution approving sale of Loyalton Mobile Home Park subject to the Tax Collector's power to sell.

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

BACKGROUND INFORMATION: This is a request to sell the Loyalton Mobile Home Park at a tax auction. This propety has been tax defaulted since 2009 and has been offered four time and has not sold. The anticipated sale will be December 9, 2016.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

To: Board of Supervisors
Re: Loyalton Mobile Home Park Tax Sell

The Loyalton Mobile Home Park is made up of three taxable properties that have been in tax default since June 30, 2009. This made the property eligible to a tax sale in 2014 and the Notice of Power to Sell Tax Defaulted Property was issued July 11, 2014. The property has been up for auction four time since then. The price of the first three attempts to sell the property was set by the Board with the advice of the Tax Collector at the amount of Taxes and Assessments owed the Schools, City, Hospital, County, Solid Waste and Districts (Fire, water, etc.) plus the interest and penalties imposed on default property by the California Revenue & Taxation Code and the costs to sell the property. On the fourth attempt to sell the property the Tax Collector reduced the price of the Property by the 2015/16 taxes due.

Although there has been a number of inquiries about the property no one even signed up to bid on the property at any of the four auctions.

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

Since the County does not own the property and the State issues and controls the license to operate the mobile home park the County has had limited ability to mitigate conditions at the park. The letter from the Krogh & Decker law firm dated July 8, 2016, criticizing the County and Tax Collector, has many inaccuracies and offers no solutions other than to sell the property for nothing. There are multiple issues that Board and the public need to consider in setting the minimum sale price. First, any funds received from the sale of tax default property is by law first applied to the cost of the sale, then to the penalties and interest, then to the taxes owed the Schools, City, Hospital, County, Solid Waste and Districts such as fire and water.

Because the State of California adopted Proposition 13 imposing a 1% tax rate across all real property and the ensuing legislation that dictates how the 1% is divided, all taxing entities in the County are apportioned a share of the county wide tax revenues. Additionally, Sierra County is a Teeter County, meaning taxes assessed on real property are paid to the Schools, City, Hospital, County and Districts even when they are not paid by the tax payer. The belief is that the property will eventually be sold for all the taxes, and the interest and penalties will reimburse the County for fronting the tax revenue even when they have not been paid timely.

In this case any taxes not recovered in the sale of the tax defaulted Loyalton Mobile Home Park will be reverse apportioned in the year of sale to the taxing entities. That means a loss of revenue to these entities in the year of sale if the sales price does not cover all owed.

Total owed thru the current tax year on all three parcels: $412,507.56
Property Tax: $73,788.89
Hospital: $3,831.70
Solid Waste: $192,328.81
Groundwater: $162.00
Costs, Penalties & Interest: $146,692.38
Less Payments on deposit: $4,296.22

The fourth attempt to sell the property the minimum bid was set at $265,700. If the property sells for the minimum bid, $146,807.56 in taxes and assessments would be reverse apportioned. As of January 1, 2016 the Assessor values the properties at $380,000 (land at $105,000).

My recommendation is we re auction the property at the $265,700 this time as well.

BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA

Resolution of Approval to Sell Tax-Defaulted Property Subject to the Tax Collector‘s Power to Sell

Resolution No. 2016-

Tax Collector’s Request for Approval to Sell Tax-Defaulted Property Subject to the Power to Sell:

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

Your approval and direction by resolution to sell is respectfully requested.

_____
Van Maddox, Auditor-Treasurer-Tax Collector

RESOLUTION OF APPROVAL BY BOARD OF SUPERVISORS

Pursuant to the Notice and Request for Approval to sell Tax-Defaulted Property Subject to the Power of Sale, be it resolved that approval for the sale is hereby granted. The Tax Collector is authorized to sell the property described in Exhibit "A" as provided for by law pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sierra on 2nd day of August, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

_____
Lee Adams, Chairman
Board of Supervisors

Attest:

_____
Heather Foster, Clerk of the Board

Approved as to form:

_____
David Prentice, County Counsel

SIERRA COUNTY BOARD OF SUPERVISORS **RESOLUTION NO. 2016-**

Exhibit A

Item No.	APN	Assessee	Acreage	Assessed Value	Minimum Bid
1A.	016-040-080-0	Loyalton Mobile Home Park LLC Lot with improvements located at 300 Hill St., Loyalton	**10.98 acres**	**$725,440**	**$265,700.00**
1B.	017-120-001-0	Loyalton Mobile Home Park LLC Lot no improvements located at W in Gulling/Taylor Add, Loyalton	**.10 acres**	**$2,700**	
1C.	017-120-006-0	Loyalton Mobile Home Park LLC Lot with improvements located at 205 Hill St., Loyalton	**1.02 acres**	**$111,860**	

These three parcels are contiguous and sold as one item.

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
August 2, 2016	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Discussion and direction to staff regarding Proposition 1 Sierra Nevada Conservancy Grant, application deadlines in March and/or September of 2017 to implement the Forest Service Yuba Project.

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

BACKGROUND INFORMATION: The Yuba Project consists of commercial & precommercial thinning, aspen & meadow restoration, fuels reduction, Rx burning, trails construction in the area north and east of Bassetts, in north central Sierra County, north of hwy 49, and east of Gold Lake Highway. This project is consitent with the SNC focus for this grant program on forest health projects that result in multiple watershed benefits. Deadlines are in March of 2017, and another round in September of 2017.

FUNDING SOURCE: PROP 1
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Agenda Item: Authorization to seek SNC Funds for Yuba Project (USFS)

Background: The Yuba Project is a large USFS project for which the EA is currently under way and the USFS and County have been meeting to discuss the potential for the County to be an applicant for Prop 1 funds through the Sierra Nevada Conservancy. The project involves meadow work, road rehabilitation, drainage improvements, aspen enhancement, fire and fuels reduction and trail construction for the general area north and east of Bassetts within the North Yuba Ranger District.

This scenario would have the County be applicant and if a grant award were to occur, the County would contract back with the Forest Service for administration and project implementation. The goal here would be to minimize any direct county involvement and allow the project to be delivered much earlier than would be expected if the USFS were to be limited to appropriations in its annual budget for the Tahoe National Forest..

County involvement would require an application, completing the CEQA process, and negotiating a contract with the USFS for project admin and implementation. Being that the USFS is preparing an EA, so long as the EA includes those specific informational items required of CEQA (as compared to NEPA) it is felt that the County's role under CEQA will be reduced significantly.

In meeting with the USFS, it has been considered that we would sponsor a very small fuels reduction project for submittal by March 1, 2017 that is already under consideration by the SCFSWC to use as a test case to determine if the USFS-County coordination and cooperation on a joint project is workable. Assuming that it is, the two agencies would that set their sights on a large grant application to fund the Yuba Project which would be due on September 1, 2017. This is virtually the same project approach that the County used approximately 10 years ago for the Carman Valley Project (initial project) where the County was grant applicant and through a project administration agreement, the USFS (Sierraville District) administered the project. It worked very well and is a good template for how these projects could also work.

Recommendation: Authorize the Director of Transportation and Planning to work with the USFS on two projects to be submitted under Proposition One and return to the Board with a detailed scope and project definition for approval.

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Professional Services Agreement with Avalex, Inc. for professional engineering services associated with the proposed perimeter landfill gas probe installation and the passive landfill gas vent pilot study work at the Loyalton Landfill.

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

BACKGROUND INFORMATION: Refer to attached background statement.

FUNDING SOURCE: SOLID WASTE
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $76,847.00 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

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Background

The perimeter LFG probes, in addition to the acquisition of property adjacent to the landfill which has been completed, is the remaining component of an approved compliance plan to bring the site into compliance with enforcement orders due to soil gas methane concentrations in excess of state regulatory standards (2011).

Separately the Central Valley Regional Water Quality Control Board has directed corrective actions to mitigate the impacts of LFG on groundwater quality. The pilot study work plan is the result of this directive and consists of installation of five LFG passive vents along with four LFG monitoring probes within the body of the landfill which will be monitored over the course of one year.

To facilitate these two projects Avalex, Inc. has submitted a proposal, which is presented here as Exhibit A to a draft agreement for professional engineering services. The services are not part of the usual Solid Waste Consulting Contract.

AGREEMENT FOR
PROFESSIONAL
SERVICES –
Perimeter LFG Probe Installation and
Passive LFG Vent Pilot Study - 2016

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

Avalex, Inc.
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 5, 2016

Termination Date: December 31, 2017

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

Tim H. Beals is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Craig W. Morgan is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

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

9. AGREEMENT DATE. The Agreement Date is August 2, 2016.

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

"COUNTY"

COUNTY OF SIERRA

By_____
LEE ADAMS
Chairman, Board of Supervisors

"CONTRACTOR"

_____
CRAIG W. MORGAN, AVALEX, INC.

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
Deputy County Counsel

AGMT-SER.PRO 72616932
(rev. 12/93)

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

Professional Engineering Services - Perimeter Landfill Gas Probe Installations and Passive Landfill Gas Vent Pilot Study, Loyalton Landfill, as outlined in proposal dated May 31, 2016 and attached hereto as Exhibit A.

A.2. TIME SERVICES RENDERED.

July 5, 2016 through December 31, 2017

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

None

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee on a time and materials basis not to exceed seventy six thousand eight hundred forty seven dollars ($76,847.00) in accordance with attached Exhibit A. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within thirty (30) days after the invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed seventy six thousand eight hundred forty seven dollars without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE. Included in base proposal. Notwithstanding anything to the contrary in this agreement mileage for vehicle use shall be paid only at the IRS approved rate.

B.3 TRAVEL COSTS. Included in base proposal

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

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

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

B.1	Base Contract Fee	$76,847.00
B.2	Mileage	Included in base fee
B.3	Travel Costs	Included in base fee
B.4	Authorization Required	0
B.5	Special Circumstances	0
MAXIMUM CONTRACT AMOUNT		$76,847.00

ATTACHMENT C

ADDITIONAL PROVISIONS

[NONE]

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all

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

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

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

D.5 INSURANCE.

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

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

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

x **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars ($500,000) per occurrence and with not less than Five Hundred Thousand Dollars ($500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or associations, wherever the context so requires.

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

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

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

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

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

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

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

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

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

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

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

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

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or

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

D.34 CONFLICT OF INTEREST.

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

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

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

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

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

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

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

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

If to "COUNTY":
Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, CA 95936

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

If to "CONTRACTOR":

Craig W. Morgan
Avalex, Inc.
P.O. Box 550218
South Lake Tahoe, CA 96155

AGMT-SER.PRO 72616932

_____

_____

_____

_____

County of Sierra
Auditor's Office
Post Office Box 425
Downieville, California 95936

Our File No. _____

Re:_____

STATEMENT OF ACCOUNT FOR
_____

BALANCE FORWARD $

_____

TOTAL CURRENT CHARGES:

Date	Staff	Description of Service	Hrs	Rate	Total

Total $_____

AVALEX INC.
Civil Engineering and Environmental Services

May 31, 2016

Tim H. Beals, Director
Sierra County Department of Public Works
P.O. Box 98
Downieville, California 95936

Re: Proposal for Professional Engineering Services – Perimeter Landfill Gas (LFG) Probe Installations and Passive LFG Vent Pilot Study, Loyalton Landfill

Dear Mr. Beals:

Pursuant to your request, we have prepared the following proposal for professional engineering services associated with the proposed perimeter LFG probe installations and passive LFG vent pilot study work at the Loyalton Landfill. The total estimated cost for these engineering services is $76,847.

Background

The discovery of soil gas methane concentrations in excess of state regulatory standards at the landfill's currently permitted facility boundary in 2011 resulted in the imposition of a series of enforcement orders against Sierra County by the Local Enforcement Agency (LEA) to bring the site into compliance. After consulting with the LEA and CalRecycle staff, Sierra County developed a compliance plan that consisted of expanding the landfill's permitted compliance boundary through the acquisition of property adjacent to the landfill together with the installation of five new perimeter LFG monitoring probes. In 2015, Sierra County completed the property acquisition as proposed. The installation of the perimeter LFG monitoring probes remains to be completed and is required by October 31, 2016 under the directives set by the LEA and CalRecycle.

Separately, the Central Valley Regional Water Quality Control Board (CVRWQCB) has directed Sierra County to implement corrective actions to mitigate the impacts of LFG on groundwater quality beneath the site. In a study for Sierra County by Avalex, dated October 15, 2013, the installation of a passive LFG control system and an active LFG control system were evaluated as a means of achieving compliance with the former being recommended for the site. In a letter dated December 7, 2015, the CVRWQCB directed Sierra County to submit a proposal for conducting a pilot study to determine the effectiveness of the recommended passive LFG system. Subsequently, a pilot study work plan dated January 8, 2016 was submitted by the County to the CVRWQCB for their review. Amendments to this work plan have been made based upon comments received from CVRWQCB staff, who subsequently approved of the revised work plan in a letter dated May 19, 2016. The proposed pilot study work plan consists of installing five LFG passive vents together with four LFG monitoring probes within the body of the landfill which would be monitored over the course of one year to assess the effectiveness of

591 Tahoe Keys Blvd., Ste. D6
Mailing Address:
Post Office Box 550218
South Lake Tahoe, CA 96155

Phone: (530) 543-3200
Fax: (530) 543-3201
Email: avalex@avalex.info

passive vents in removing landfill gases. The LFG passive vents and monitoring probes would initially be monitored on a daily basis for a period of one-month and subsequently thereafter on a monthly basis for one year as described in the January 8, 2016 work plan. The CVRWQCB in their May 19, 2016 approval letter requested that a *Landfill Gas System Installation Report* summarizing the proposed LFG passive vent and monitoring probe installations be completed by September 15, 2016.

Scope of Services

In order to facilitate the perimeter LFG probe installations and passive LFG vent pilot study work as summarized above, the following engineering tasks are proposed.

1.0 Perimeter Landfill Gas (LFG) Probe Installation Work

Task 1.1 – Prepare LFG Probe Design and Bid Specification Package This work consists of preparing the technical specifications and construction bid documents for the five nested LFG probes together with assistance in soliciting and reviewing bids. Services include developing technical engineering specifications and construction contract documents, assistance with contract bidding, general coordination and correspondence with County staff and prospective bidders, and assistance with reviewing construction bids. The total cost of this task is estimated to be $3,360.

Task 1.2 – LFG Probe Permitting and Completion Reporting This work consists of assisting the County with obtaining the state and county permits necessary to install the LFG probes and filing the drilling and well completion reports required following completion. The total cost of this task is estimated to be $1,680.

Task 1.3 – Field Services during LFG Probe Constructions This work consists of providing construction management support and field inspection during LFG probe constructions. In addition, Avalex will provide for field logging of all borings and oversee any adjustments made to probe construction details based on the lithologic conditions encountered. The total cost of this task is estimated to be $6,925.

Task 1.4 – LFG Probe Monitoring This work consists of monitoring methane gas concentrations at each of the five new probe constructions following installation. The total cost of this task is estimated to be $1,107.

Task 1.5 – LFG Probe Installation Report This work consists of preparing an installation summary report describing the probe installations. The total cost for this task is estimated to be $3,710.

2.0 Passive LFG Vent Pilot Study

Task 2.1 – Prepare Passive LFG Vent and Monitoring Probe Design and Bid Specification Package This work consists of preparing the technical specifications

and construction bid documents for the five LFG passive vents and four LFG monitoring probes together with assistance in soliciting and reviewing bids. Services include developing technical engineering specifications and construction contract documents, assistance with contract bidding, general coordination and correspondence with County staff and prospective bidders, and assistance with reviewing construction bids. The total cost of this task is estimated to be $3,360.

Task 2.2 – Passive LFG Vent and Monitoring Probe Permitting and Completion Reporting This work consists of assisting the County with obtaining the state and county permits necessary to install the passive LFG vents and monitoring probes and filing the drilling and well completion reports required following completion. The total cost of this task is estimated to be $1,680.

Task 2.3 – Field Services during Passive LFG Vent and Monitoring Probe Constructions This work consists of providing construction management support and field inspection during passive LFG vent and monitoring probe constructions. In addition, Avalex will provide for field logging of all borings and oversee any adjustments made to vent/probe construction details based upon the lithologic conditions encountered. The total cost of this task is estimated to be $11,814.

Task 2.4 – Passive LFG Vent and Monitoring Probe Installation Report This work consists of preparing a *Landfill Gas System Installation Report* summarizing the passive vent and probe installations. The total cost for this task is estimated to be $3,710.

Task 2.5 – Passive LFG Vent and Probe Monitoring This work consists of monitoring the passive LFG vents and monitoring probes on a daily basis for one-month and subsequently thereafter on a monthly basis for one year as described in the January 8, 2016 work plan following installation. Pressure measurements and gas concentrations (CH4, O2, CO, Hydrogen Sulfide) will initially be made on a daily basis at each of the vent and probe locations for a period of one week to characterize landfill gas pressure and concentration distributions within the landfill. Pressure measurements at each vent/probe location will be made using a pressure gauge to an accuracy of 0.1 inches-H_2O (25 Pa). Atmospheric pressure measurements will be made with portable handheld barometer. Gas concentrations will be measured using a portable gas analyzer. Gas samples will also be collected at each of the vent/probe locations for VOC analysis using EPA Method TO-15.

After the first week of monitoring, a series of pressure measurements will be made for each of the passive gas vents as they are opened to the atmosphere to determine the radius of influence for each vent. Pressure measurements at the adjacent monitoring probes will be made on a daily and/or continual basis for an estimated period of one week for each of the gas vents. During this period of testing, measurements of gas flow, temperature, and gas concentration (CH_4, O_2, CO,

Hydrogen Sulfide) will be recorded at the passive vent. Gas flow and temperature readings will be made using a Kanomax Climomaster TM Model 6501 anemometer by which extraction rates may be estimated. The total cost of this task is estimated to be $30,331.

Task 2.6 – Pilot Study Report This work consists of preparing a summary report describing pilot study work following its completion. The report will summarize the results of site investigations and provide an analysis of all data collected. The total cost for this task is estimated to be $9,170.

We propose to accomplish the above listed work tasks on a time and materials basis in accordance with the attached Fee Schedule. A summary of the proposed work tasks and costs is included in the attached table.

As always, we look forward to working with the County. If you have any questions concerning the proposed work tasks and cost information, please call me at (530) 543-3200.

Best regards,

AVALEX INC.

Craig W. Morgan, P.E., MBA
Principal Engineer

Attachments: Work Proposal Cost Summary
Schedule of Charges

SCHEDULE OF CHARGES
SIERRA COUNTY
(PERIMETER LFG PROBE INSTALLATION AND PASSIVE LFG VENT PILOT STUDY)

Professional Services	**Billing Rate**
Principal Civil Engineer	$108.00/hour
Project Engineer/Geologist	$102.00/hour
Staff Engineer/Geologist	$96.00/hour
Technician	$55.00/hour
CAD/GIS Analyst	$75.00/hour
Clerical	$52.00/hour

Time spent traveling in the interest of the client will be billed at the hourly rate.

Per Diem

Subsistence will be charged when it is necessary for an employee to be away from the office overnight to perform their duties. Charges will be billed at cost plus five percent (5%).

Direct Expenses / Outside Services

All direct expenses / outside services incurred during the project will be billed at cost plus fifteen percent (15%). Copies in excess of 50 pages will be billed to the client.

Mileage

Mileage will be charged at IRS standard mileage rate.

Payment

Billings are payable upon receipt and are past due 30 days from invoice date. A finance and service charge of 1.5 percent per month will be charged on past due accounts.

Work Proposal Cost Summary
Engineering Services
Loyalton Landfill Perimeter Landfill Gas (LFG) Probe Installation and Pasive LFG Vent Pilot Study
Sierra County, California
May 31, 2016

Task	Description	Quantity	Units	Unit Cost		Total Cost
1.0	**PERIMETER LANDFILL GAS (LFG) PROBE INSTALLATION WORK**					
1.1	**LFG Probe Design and Bid Specification Package**					
	Principal Engineer	16	hr.	$108.00	$1,728	
	Project Engineer	16	hr.	$102.00	$1,632	
				Subtotal		**$3,360**
1.2	**LFG Probe Permitting and Completion Reporting**					
	Principal Engineer	8	hr.	$108.00	$864	
	Project Engineer	8	hr.	$102.00	$816	
				Subtotal		**$1,680**
1.3	**Field Services During LFG Probe Constructions**					
	Principal Engineer	50	hr.	$108.00	$5,400	
	Project Engineer	8	hr.	$102.00	$816	
	Equipment	5	ea.	$50	$250	
	Mileage	850	mil	$0.54	$459	
				Subtotal		**$6,925**
1.4	**LFG Probe Monitoring**					
	Principal Engineer	6	hr.	$108.00	$648	
	Mileage	170	mil	$0.54	$459	
				Subtotal		**$1,107**
1.5	**LFG Probe Installation Report**					
	Principal Engineer	20	hr.	$108.00	$2,160	
	CAD/GIS	20	hr.	$75	$1,500	
	Copies/Postage	1	ea.	$50	$50	
				Subtotal		**$3,710**
2.0	**PASSIVE LFG VENT PILOT STUDY**					
2.1	**Passive LFG Vent and Monitoring Probe Design and Bid Specification Package**					
	Principal Engineer	16	hr.	$108.00	$1,728	
	Project Engineer	16	hr.	$102.00	$1,632	
				Subtotal		**$3,360**
2.2	**Passive LFG Vent and Monitoring Probe Permitting and Completion Reporting**					
	Principal Engineer	8	hr.	$108.00	$864	
	Project Engineer	8	hr.	$102.00	$816	
				Subtotal		**$1,680**
2.3	**Field Services During Passive LFG Vent and Monitoring Probe Constructions**					
	Principal Engineer	80	hr.	$108.00	$8,640	
	Project Engineer	20	hr.	$102.00	$2,040	
	Equipment	8	ea.	$50	$400	
	Mileage	1360	mil	$0.54	$734	
				Subtotal		**$11,814**
2.4	**Passive LFG Vent and Monitoring Probe Installation Report**					
	Principal Engineer	20	hr.	$108.00	$2,160	
	CAD/GIS	20	hr.	$75	$1,500	
	Copies	1	ea.	$50	$50	
				Subtotal		**$3,710**
2.5	**Passive LFG Vent and Probe Monitoring**					
	Principal Engineer	50	hr.	$108.00	$5,400	
	Technician	270	hr.	$55	$14,850	
	Laboratory Services (TO-15 analyses)	11	ea.	$285	$3,135	
	Equipment	1	l.s	$4,100	$4,100	
	Mileage	5270	ea.	$0.54	$2,846	
				Subtotal		**$30,331**
2.6	**Pilot Study Report**					
	Principal Engineer	50	hr.	$108	$5,400	
	Project Engineer	10	hr.	$102	$1,020	
	Technician	50	hr.	$55	$2,750	
	Copies/Postage	1	ea.	$50	$50	
				Subtotal		**$9,170**
				TOTAL		$76,847

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Presentation of bids and adoption of resolution awarding contract for the Jim Crow Road Bridge Rehabilitation Project (continued from meeting of July 19, 2016).

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

BACKGROUND INFORMATION: See attached background.

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

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Background:

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. After a discussion action on the award of the bid was deferred until the August 2, 2016 meeting.

Staff has evaluated the discrepancy between the engineer's estimate and an explanation for the large discrepancy is attached. Staff has confirmed that the bid is in line with a revised engineer's estimate prepared utilizing the new construction cost interactive database that has become available subsequent to the preparation of the original Engineer's Estimate, through Caltrans, allows the user to derive bid item costs based on quantities and location. The explanation from MGE Engineering is attached.

Additionally, we have confirmed with Michael McCollum of Caltrans the following, that in the best case additional funds will be authorized before the end of this federal fiscal year which means authorization sometime around the first of September. In the worst case funding authorization would have to wait until the beginning of the next federal fiscal year, which means authorization around the first of November.

Mr. McCollum stated that there really isn’t any practical way we can fail to get the additional funds. The highway bill is authorized for the next several years, so the funds are as solid as anything can be when you are talking about Washington D.C. Even if payments to the contractor were to exceed the amount currently authorized, the costs will still be reimbursable. All eligible construction costs after the initial date of authorization [5/31/16] are reimbursable.

Based on this information, the available funding, the challenging timeline to complete the work, and the investment to date on the project, Staff is recommending award of the project to MCM Construction, Inc.

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 2nd day of August, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

_____
LEE ADAMS, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

COUNTY OF SIERRA
PUBLIC WORKS CONTRACT
SHORT FORM

PARTIES

THIS CONTRACT, made this 2nd day of August, 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)

in accordance with Form FHWA1273, attached hereto and incorporated herein as Exhibit A.

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 Contact 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:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
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 Contract 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 are lease 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.

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in

a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these

and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good

faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in

a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these

and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good

faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Professional Services Agreement with Omni-Means, LTD. for Construction Management for construction management and materials testing for the Jim Crow Road Bridge Rehabilitation Project.

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

BACKGROUND INFORMATION: In response to a Request for Proposals 5 were received and evaluated by staff. As a result of following the required process for consultant selection as outlined in the Caltrans Local Assistance Procedures Manual, it is recommended that we enter into a Professional Services Agreement with Omni-Means, LTD. for construction management for the referenced project.

FUNDING SOURCE: FHWA
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $157,563.74 N/A

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

AGREEMENT FOR
PROFESSIONAL
SERVICES
Construction Inspection and Materials Testing
Jim Crow Road Bridge Rehabilitation Project

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

OMNI-MEANS, LTD.
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: August 2, 2016

Termination Date: June 30, 2017

The CONTRACTOR is advised that any recommendation for contract award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

Tim H. Beals is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Douglas J. Reis is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Nonlobbying Certification For Federal-Aid Contracts
Attachment F - Debarment and Suspension Certification
Attachment G -Non Discrimination Clause
Attachment H -Contractor's Proposal
Attachment I -Contractors Cost Proposal

9. AGREEMENT DATE. The effective date of this Agreement is August 2, 2016.

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

"COUNTY"	"CONTRACTOR"
COUNTY OF SIERRA	
_____	_____
LEE ADAMS Chairman, Board of Supervisors	DOUGLAS J. REIS, P.E. Principal-In-Charge, Omni-Means, LTD.
ATTEST:	APPROVED AS TO FORM:
_____	_____
HEATHER FOSTER Clerk of the Board	DAVID PRENTICE County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

A. CONTRACTOR shall provide all goods and services described in CONTRACTOR'S proposal, attached hereto as Attachment H. CONTRACTOR represents that it has reviewed COUNTY'S request for proposals and that the goods and services in CONTRACTOR'S proposal are appropriate for COUNTY'S intended purpose. All prior promises, warranties or representations by CONTRACTOR are hereby incorporated into this agreement.

B. CONTRACTOR'S Cost Proposal is hereby attached and incorporated at Attachment I. Contractor agrees to provide all goods or services described in the Cost Proposal. In the event of any conflict between the terms of the Cost Proposal and the remainder of this Agreement, including but not limited to Paragraph B.1, the term of this Agreement conflicting with the Cost Proposal shall prevail.

A.2. TIME SERVICES RENDERED.

August 2, 2016 through June 30, 2017

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

NONE

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR on a time and materials basis a contract fee not to exceed one hundred fifty seven thousand five hundred sixty three and 74/100 dollars ($157,563.74) in accordance with proposal attached as Attachment I. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice. Payment shall be made within thirty (30) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $157,563.74without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE. Included. Notwithstanding anything to the contrary in this agreement mileage for vehicle use shall be paid only at the IRS approved rate.

B.3 TRAVEL COSTS. Included

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

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

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

B.1	Base Contract Fee	$157,563.74
B.2	Mileage	$Included
B.3	Travel Costs	$Included
B.4	Authorization Required	$0_
B.5	Special Circumstances	$0
MAXIMUM CONTRACT AMOUNT		$157,563.74

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 COST PRINCIPLES

A. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

C.2 RETENTION OF RECORDS/AUDIT

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the agreement pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under the agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested

B. Subcontracts in excess of $25,000 shall contain this provision.

C.3 SUBCONTRACTING

A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY'S Designated Respresentative, except that, which is expressly identified in the approved Cost Proposal.

B. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.

C. Any substitution of subconsultants must be approved in writing by the COUNTY's Designated Representative.

C.4 EQUIPMENT PURCHASE

A. Prior authorization in writing, by the COUNTY's Designated Representative shall be required, before the CONTRACTOR enters into any unbudgeted purchase order or subcontract exceeding $5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in the CONTRACTOR's Cost Proposal and exceeding $5,000 prior authorization by the COUNTY's Designated Representative; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this agreement is subject to the following: "The CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement, or if the agreement is terminated, the CONTRACTOR may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000.00 is credited to the project.

D. All subcontracts in excess $25,000 shall contain the above provisions.

C.5 CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONTRACTOR in order to carry out this agreement, shall be protected by the CONTRACTOR from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the agreement, shall not authorize the CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.

C. The CONTRACTOR shall not comment publicly to the press or any other media regarding the agreement or the COUNTY's actions on the same, except to the COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this agreement, at public hearings or in response to questions from a Legislative committee.

D. The CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this agreement without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.

E. Any subcontract entered into as a result of this agreement shall contain all of the provisions of this Article.

C6 PROHIBITION OF EXPENDING COUNTYSTATE OR FEDERAL FUNDS FOR LOBBYING

A. The CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of the CONTRACTOR to any person for influencing or attempting to influence an

officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

C.7 GENERAL COMPLIANCE WITH LAW AND WAGE RATES

A. The CONTRACTOR shall be required to comply with all federal, state and local laws and ordinances applicable to the work. This includes compliance with California prevailing wage rates, certified payrolls, and payment in accordance with California Labor Code, Section 1775.

C.8 DISADVANTAGED BUSINESS ENTERPRISE CONSIDERATIONS

A. CONTRACTOR must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." Thisagreement has a DBE goal, the CONTRACTOR must meet the DBE goal by using DBEs as subcontractor or document a good faith effort to have met the goal. If a DBE subcontractor is unable to perform, the CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor if the goal is not otherwise met. LAPM Exhibits 10-I, 10-J, 10-O1, 10-O2, 15-H and 17-F are included with the Request For Proposal and may be required to conform with this provision.

C.9 OTHER REQUIRED CERTIFICATIONS

A. CONTRACTOR shall complete and present to COUNTY a Nonlobbying Certification, attached hereto as Attachment E, a Debarment and Suspension Certification, attached hereto as Attachment F, and a Non-Discrimination Clause, attached hereto as Attachment G, immediately upon execution of this agreement. All covenants, conditions, warranties, representations and agreements of CONTRACTOR contained in those forms shall be deemed to be a part of this Agreement, in addition to any other legal effect they may have.

B. CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has

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

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

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

D.5 INSURANCE.

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

x **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars ($2,000,000) per occurrence and with not less than Three Million Dollars ($3,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

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

x **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars ($500,000) per occurrence and with not less than Five Hundred Thousand Dollars ($500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

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

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

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

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

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

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

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA95936

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

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

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

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

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

to this Agreement to bind COUNTY to any obligation whatsoever.

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

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

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

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

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

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

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

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

such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and

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

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

D.34 CONFLICT OF INTEREST.

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

D.34.1.5 DISCLOSURE CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project, regardless of whether such relationship must otherwise be disclosed pursuant to D.34.2.. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

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

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

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

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color,

national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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

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

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

If to "COUNTY":
Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, CA95936

With a copy to:
CountyCounsel
County of Sierra
Post Office Drawer D
Downieville, CA95936

If to "CONTRACTOR":

Douglas J. Reid, P.E.
Principal-in-Charge/Vice President
330 Hartnell Avenue, Suite B
Redding, CA 96002

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

(l) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The CONTRACTOR, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, anddenial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (CaliforniaCode of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code ofRegulations,are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Contractor’s Proposal

Proposal for:

Construction Inspection and Materials Testing for Jim Crow Road Bridge Rehabilitation at North Fork Yuba River

Federal Aid Project No. BRLO - 5913 (055)

Prepared by:

omni · means
ENGINEERING SOLUTIONS

330 Hartnell Avenue, Suite B
Redding, CA 96002
Russell Wenham, PE, TE, PTOE, QSD/QSP
530.242.1700

Submitted to:

County of Sierra
Department of Transportation
101 Courthouse Square
Downieville, CA 95936
Attn: Tim Beals, Director

Attachment H

omni · means
ENGINEERING SOLUTIONS

July 8, 2016

County of Sierra
Department of Transportation
101 Courthouse Square, Annex Building
Downieville, CA 95936
Attention: Mr. Tim Beals, Director

RE: Proposal for Construction Inspection and Materials Testing for Jim Crow Road Bridge Rehabilitation at the North Fork Yuba River

Dear Mr. Beals:

Omni-Means is pleased to present our proposal to provide professional construction inspection and materials testing for Jim Crow Road Bridge Rehabilitation at the North Fork Yuba River. The services will include construction management, resident engineer, contract administration, inspection, materials sampling and testing, environmental monitoring, agency coordination, and public outreach. We are fully committed to successful, turbulence-free delivery of the construction phase of this important project. We urge Sierra County to select us for the following reasons:

- We successfully provided construction management services for dozens of recent public works transportation projects in northern California, including services for Sierra County within the past few years.
- Our team has extensive Federal Funded project experience and will add valuable knowledge to the project.
- We are experts at compliance with the Caltrans Local Assistance requirements, including working with nearly every district's Local Assistance team.
- Our Construction Manager and Resident Engineer/Structure Representative were both trained as resident engineers/construction managers while working for Caltrans and both know how to get the job done. In addition, both were teamed up recently on a similar bridge rehabilitation project, which was completed on time and under budget.
- Our consultant team has extensive experience in similar projects and will play key roles in delivering the project successfully.

The Omni-Means team brings many years of successful working relationships with northern California cities and counties. Our team is composed of staff who have delivered similar successful projects in remote areas. Our most recent "turn-key" construction management experience for public agencies includes:

- $12.5M Healdsburg Avenue Bridge over Russian River ***(Federal Funded)***, Healdsburg
- $8.8M Betty Drive Grade Separation ***(Prop 1B Funded)***, Tulare County
- $1.8M Old Fibreboard Road Bridge over Little Truckee River ***(Federal Funded)***, Sierra County
- $2M Ridge Road Rehabilitation ***(Federal Funded)***, Sierra County
- $2M Warner Street Truck Route Reconstruction ***(Federal Funded)***, Alturas
- $400K Clear Creek Bridge Widening ***(Prop 84 Funded)***, Shasta County

Omni-Means was founded in 1981 as a full-service transportation planning/engineering firm with a primary focus of providing services to public agencies. Since that time, we've expanded to five California cities and have over 40 talented professionals on staff. Typical professional services we provide include:

- Transportation Planning/Modeling
- The full range of Traffic Engineering Services
- Transportation Project PSR's, PR's and PS&E
- Landscape Architecture
- Surveying
- Construction Management, Resident Engineering & On-Call Inspection
- Caltrans Local Assistance Grant Management (Turn-Key Paperwork)

The services we will provide to Sierra County will be under the supervision of Russell Wenham as your CM with Douglas Ries providing Quality Assurance as the Principal-in-Charge. Mr. Wenham has over 30 years of transportation engineering experience with 20.5 years at Caltrans and 11 years with Omni-Means. Our RE/ Structures Representative, Mark Darnall, also has more than 30 years of experience in the construction inspection and construction management field. Mr. Darnall spent much of his time working as a Caltrans structures representative and assisted Omni-Means on the recently completed Healdsburg Avenue Bridge Rehabilitation project in Healdsburg, CA.

Omni-Means always uses the highest quality DBE firms, firms that we would work with whether DBE certified or not. **Summit Associates** is a highly successful construction inspection and materials testing DBE firm with an outstanding reputation for providing these services. Summit Associates will provide all aspects of labor compliance requirements for the project, as they have successfully done for past projects.

Our highly skilled support team includes **GEOCON, Inc.**, who will bring the highest quality materials testing and inspection services to the project. GEOCON has over 45 years of experience providing a wide range of services to public agencies, and has the necessary laboratory equipment and certifications to complete the project as required. **Foothill Associates** will provide a small but important role as the biological monitor. The project has a few biological concerns that may or may not turn into bigger concerns. Whether or not biological issues arise, Foothill Associates has the knowledge and ability to expedite resource agency approvals to keep the project moving.

Our Principal-in-Charge and Vice President, Douglas Ries, has authority to bind Omni-Means and welcomes questions and contact from Sierra County during evaluation of our proposal. He can be reached in our Roseville office at 916.782.8688.

Thank you for your consideration of Omni-Means' qualifications. We have reviewed your standard Professional Services Agreement and acknowledge our acceptance of all terms and conditions. We affirm our ability to comply with all insurance coverage requirements.

We are excited about the opportunity to work with you again and look forward to demonstrating our ability to exceed your expectations. If you have any questions or comments, please contact Russell Wenham at rwenham@omnimeans.com or at 530.242.1700.

Sincerely,

Omni-Means, Ltd.

Douglas J. Ries, PE
Principal-in-Charge/Vice President
P. 916.782.8688/dries@omnimeans.com

Russell A. Wenham, PE, TE, PTOE, QSD/QSP
Construction Manager
P. 530.242.1700/rwenham@omnimeans.com

Table of Contents

1. Project Understanding 3

Project Goals and Challenges 3
Project Approach 4
Standardization and Quality Control 5
Work Plan 6
Project Schedule 11

2. Project Team 12

Contact Person 12
Consulting Team Background 12
Team Capabilities/Experience 15
Organizational Chart 26
Summary of Staff Qualifications 27
Statement of Commitment 29
References 30

Attachments

Resumes
Forms

3. Fee Proposal ..... Separate Sealed Envelope

P7303pro001.pub

Attachment H

Project Goals and Challenges

Project Features and Goals

Jim Crow Road crosses the North Fork Yuba River approximately three miles east of Downieville, and immediately south of Highway 49. The existing bridge was constructed in 1963 and over time the deck has become structurally deficient. The existing bridge is a one-lane, single span bridge with a composite steel girder superstructure and seat type abutments supported by rock. The existing bridge is approximately 76-feet long and 13-feet 9-inches wide.

The project is at elevation 3,100 feet in the Tahoe National Forest. The North Fork Yuba River flows westerly from near Yuba Pass 20 miles to the east, towards New Bullards Bar Reservoir, just west of Camptonville. There is little concern of 100-year rain event flows overtopping the bridge, as the bridge will pass the 100-year rain event with approximately 4.7 feet of freeboard.

The HBP Federal Aid project will replace the concrete deck slab with precast lightweight concrete deck panels, and will spot clean and paint the existing composite steel girder superstructure. Additional improvements will be made to the abutments and the wingwalls of the existing bridge. The clear width of the bridge will be increased from approximately 13-feet 9-inches to 14-feet, but for all intents and purposes, the overall dimensions of the bridge will remain the same.

The improvements to the bridge are a combination of maintenance and upgrades to the existing bridge, as well as replacement of the deteriorated bridge deck. New concrete barrier curb and barrier rail will be constructed, along with new tubular hand railing attached to the barrier railing to enhance public safety. The existing wingwalls will be modified to have reinforced concrete placed on the outsides using #5 dowels in 6-inch deep holes, to support the extension of the barrier rail to the end of the existing wingwalls, where it will connect to the new Midwest Guardrail System. Additional upgrades to the existing bridge include a new End Diaphragm, new Shear Key and Catcher, and spot cleaning and painting at various locations of the existing composite steel girders. New steel placed on the bridge will be coated with zinc, and painted to match the existing paint system. No additional work will be done to the existing foundation systems.

Traffic control for the project will be a challenge, as there are no other routes in and out of this location that can be used as a detour. The contractor will be required to prepare detailed temporary traffic control/traffic handling plans to ensure that traffic is maintained in accordance with Section 12 of the Special Provisions and Standard Specifications. Some road closures will be allowed for the project, but closures will be limited to working hours (Monday-Friday 8 am to 12 pm and 12:30 pm to 5 pm). No closures will be allowed on weekends, working days between the hours of 5 pm and 8 am, or on the specific dates identified in the Special Provisions. The Contractor will be required to work very closely with the Resident Engineer and the County to ensure that access is maintained as specified.

The project was designed and permitted by Resource Agencies to have minimal impacts on the environment. Some amount of tree removal is necessary in order to provide for the widened vehicle turnout area west of the bridge. The project will not have any impact on wetlands or waters of the US, and therefore does not require a Section 404 Permit from the US Army Corps of Engineers or a Section 401 Water Quality Certification from the Regional Water Quality Control Board (RWQCB). Due to the small disturbance area (less than an acre), the project does not require a NPDES Construction General Permit from the RWQCB. The County properly notified the California Department of Fish and Wildlife (CDFW) regarding the streambed alteration. Because the CDFW did not provide the required draft Streambed Alteration Agreement in a timely manner, the County is not required to obtain a Streambed Alteration Agreement for the project. However, the project is still required to comply with the requirements in the Fish and Game code.

Upon completion of the project, the modified bridge will have a "new" feel to it, and will provide for a much safer crossing of the river for many years to come.

Location Challenges

The project location is very remote and is only accessible via mountainous State and County roads. There are limited services in the vicinity and there will be long truck hauls for material deliveries. It will be critical that the project schedule is detailed and realistic, and that the contractor follows the schedule to ensure successful completion of the project.

Narrow Road Challenges

The approach roadway is curvilinear and narrow. One-way traffic control will be required for much of the roadway work to widen and bring the road up to profile grade. Short-term full closures are provided for in the specifications, but will be minimized because there is no alternative route for access across the river for this location.

Environmental Challenges

There are various environmental challenges that the project will be faced with. Although the project does not require a Construction General Permit from the RWQCB, the Contractor (and thus, the County) still must adhere to the requirements that stormwater and non-stormwater discharges from construction projects do not occur. Due to the proximity of the North Fork Yuba River, it is extremely important to have good site management and BMP installation and maintenance, to ensure compliance with these requirements.

The work that will occur over the river is also of high concern, as there will be cleaning, coating, and painting operations occurring over the water. The North Fork Yuba River is designated as Essential Fish Habitat for Pacific Salmon, and it will be a daily challenge to stay on top of the contractor to ensure that proper containment of this hazardous debris is consistent and effective. There is no tolerance to allowing hazardous materials to enter into and pollute the river.

The construction site also includes a small portion of a natural community of White Alder Groves that falls within the Biological Study Area (BSA). In order to complete the work, the Contractor will need to utilize a portion of this sensitive area, and will cause minimal temporary impacts to the area. This area is protected by Fish and Game Code Section 1600, and will require diligent effort and monitoring to ensure protection and minimal impacts. No permanent impacts to this area are anticipated, but to achieve this will present a challenge to all involved.

There is a potential to find one species of concern in the BSA for the project. The NES determined that there may be foothill yellow-legged frogs in the area of the project. It will be very important that work in areas having potential habitat for the foothill yellow-legged frog is monitored closely, and that proper procedures are followed if any are found.

Caltrans/FHWA Challenges

There are numerous project construction and documentation requirements associated with the federal funding source. All construction administration activities, reporting, record keeping, testing, etc. has to be done in a manner that ensures compliance with state and federal requirements. This is an incredible challenge that all local agencies face, and must comply to ensure reimbursement of project funds. Your Omni-Means team is ready to successfully manage these challenges to help the County achieve the goal of a successful project.

Project Approach

Location

Our Resident Engineer and Inspector will be located within short driving distance from the site in temporary office space in Downieville.

Experience

Our team brings hundreds of years of combined experience in their respective disciplines and are experts at:

- Managing and delivering complex transportation projects.
- Complying with FHWA and Caltrans requirements.
- Coordinating with diverse stakeholders and providing public relations services.
- Meeting complex stormwater, environmental, traffic management, and structures construction requirements.
- Providing professional services in a manner that is “low-to-no maintenance” to our clients.

Commitment

We’ve assembled a team that is excited and energized about this project. The County will find that:

- Each consultant on our team has clear senior management ownership and leadership.
- We are responsive and provide rapid document turn-around.
- In addition to successfully delivering the project, our goal is to facilitate stronger local partnerships between stakeholders, Caltrans, and the County.

Staffing

Our team has the know-how to perform every management, administrative, and inspection aspect of this project. Following are a few examples:

- The **Omni-Means** Construction Manager (CM), Russell Wenham, is a former Caltrans RE. He has successfully provided CM services on dozens of projects and is an expert at Caltrans and FHWA construction and administration requirements.
- The **Omni-Means** RE/Structures Representative, Mark Darnall, has a 30 year career performing Resident Engineer and Structure Representative duties on major projects throughout California.
- **Summit Associates** is a multi-talented DBE firm with vast experience on federal aid transportation projects. The existing relationships between our staffs

will ensure seamless coordination and delivery of services. Summit Associates will be performing the same Labor Compliance function as they did on Sierra County's Ridge Road and Old Fibreboard Road projects.

- **Foothill Associates** is a Veteran-owned company with highly specialized knowledge in biological assessment and environmental regulations. Foothill Associates will be performing the same Biological Monitoring function as they did on Sierra County's Ridge Road project.
- **GEOCON** has 45 years of experience with the knowledge to provide turn-key materials testing services in full compliance with Caltrans and FHWA requirements.

Availability/Accessibility

While the County needs the entire team to be available and focused on this project, the most critical team members are: (1) CM; (2) RE/Structure Representative; (3) Inspector; and (4) Materials Testing Firm. With the normal ups-and-downs of workload, Russell Wenham, your CM, has just recently completed CM services for the City of Healdsburg on the rehabilitation of a historic bridge in downtown Healdsburg, and has a relatively light workload moving forward. The Inspector for the project will be dedicated solely to your project, and all other members of the team have indicated that their workload during this project's timeline is "nominal" and they are in a good position to service Sierra County.

Omni-Means is proud of its track record of meeting or exceeding all construction phase timelines, and makes it a priority to more than adequately staff its CM projects to eliminate staffing related schedule impacts.

Standardization and Quality Control

Standardization

Omni-Means is big enough to have well-established in-house standards and small enough to customize our services for each client. Our in-house developed **Omni-*filer*** computer filing system ensures standard filing practices, naming conventions and ensures easy access across local and wide-area networks.

Omni-*filer*'s client gateway allows for easy file access and transfers with our clients and consultant partners. We have the ability to click a few buttons to grant access to one document, or a whole category of files.

When it comes to construction management, we embrace the Caltrans guidelines that bring order and consistency while bypassing the guidelines that are intended only for the Caltrans employees. One area that we embrace is the filing system used by Caltrans for their own projects which is more robust than the minimum requirements of the Local Assistance Manual. All of our forms (Daily Reports, Working Day Statements, CCO's, etc.) are highly consistent with the Caltrans forms, making it simple for Omni-Means to work with multiple local agencies and contractors.

When Caltrans and FHWA show up to review our files, they will find them organized and very similar to what they would find when reviewing a Caltrans project.

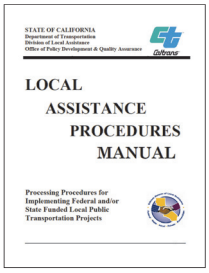
Quality Control

Quality control and assurance is ingrained in the Omni-Means culture. The two areas of focus will be: (1) Ensuring quality construction; and (2) Keeping accurate and complete records.

The relatively short work-window and remote location will result in near continuous inspection. The RE and Inspector will continuously review the special provisions, specifications, plans, QAP, submittals, etc. to ensure they are prepared ahead of time for the work being performed by the Contractor. Materials source inspection will be performed when requested by the Contractor and testing types/frequencies will be adhered to on the job site. Our materials testing firm and the RE will work together to ensure that they confirm on a daily basis the tests that are immediately required and upcoming.

Preparing error-free calculations and keeping complete records is a big task. We will require all calculations that relate to contractor payments to be independently checked and signed. The RE will review and sign Inspector and materials tester daily reports, and the CM will do the same for the RE's daily reports. Copies of several checklists produced over the years by Caltrans and FHWA will be posted in the RE field office and referenced every several days. These checklists will provide reminders for proper record keeping and for the most common construction administration errors that will in turn be avoided.

Omni-Means will provide the construction administration, construction engineering, inspection, materials acceptance testing, environmental monitoring, agency liaison, and budget management services for this project. Omni-Means will provide a Resident Engineer who will act as the main point of contact for all project related matters. Omni-Means will manage the construction work in accordance with the contract documents, environmental requirements, and the applicable standards of the County, State, and FHWA.



At all times Omni-Means will maintain an awareness of, and follow all applicable local, state, and federal requirements, including, but not limited to:

- Project Plans and Special Provisions
- Regulatory Agency Permits
- Title 8 of the California Code of Regulations (Cal-OSHA)
- California Department of Industrial Relations (Labor Compliance)
- California Manual of Uniform Traffic Control Devices (MUTCD)
- Caltrans Construction Manual, Bulletins and Procedure Directives
- Caltrans Code of Safe Practices
- Caltrans Local Assistance Procedures Manual (LAPM)
- Caltrans Local Assistance Program Guidelines (LAPG)
- Caltrans Trenching and Shoring Manual
- Caltrans SWPPP/WPCP Preparation Manual
- Caltrans Construction Site BMP Manual
- Caltrans SWPPP/WPCP Review Guidance Manual
- Caltrans Construction Site Stormwater Quality Sampling Guidance Manual
- Caltrans 2010 Standard Specifications (and Amendments) and Standard Plans
- Caltrans Bridge Memorandums to Designers
- Caltrans Bridge Deck Construction Manual
- Caltrans Falsework Manual
- Caltrans Foundation Manual
- Caltrans Prestress Manual
- Caltrans Bridge Construction Records and Procedures Manual
- Caltrans Surveying Manual
- Caltrans Standard Test Methods
- Caltrans Quality Control Manual for HMA
- Caltrans Quality Assurance Program for Local Agencies
- Sierra County's Quality Assurance Program
- Code of Federal Regulations (Contracting, A&E, Accounting, etc.)
- Federal Acquisition Regulations (Cost Principles)

Hard copies and electronic copies of the applicable sections of these manuals will be kept on file in the field office. Omni-Means will prepare written documentation and correspondence for all key actions, decisions, and meetings throughout the duration of this contract. Omni-Means will coordinate meetings, Requests for Information (RFI's), submittal reviews, Contract Change Orders (CCO's) and record drawings with MGE Engineering (MGE).

TASK 1 PRE-CONSTRUCTION SERVICES

Task 1.1 - Document Review, Field Review, and RE Office Set-Up

Omni-Means will review project files, including the project plans and special provisions, contract item quantity calculations, RE pending file, geotechnical reports, bridge as-built drawings, resource agency permits, environmental documents, right of way agreements, etc. In the field, The RE will walk the project area, prepare a pre-construction photo log, and record a video to document existing, pre-construction conditions. The RE will carefully review the PS&E in the context of actual field conditions to identify potential issues.

Omni-Means will set up a filing system for project documentation and record keeping that closely aligns with the Caltrans Construction Manual. Project records will be maintained throughout the project in accordance with the established filing system, and will be available to the County and/or Caltrans upon request.

Omni-Means will coordinate with the County and assist in completing the Pre-Project Construction Review Checklist in the event a pre-construction oversight review meeting is requested and scheduled by Caltrans.

Task 1.2 - Contractor Submittal Schedule and Reviews

Omni-Means will prepare a detailed list of the required submittals for the project. The submittal list will be provided to the Contractor and MGE. Several submittals are required before the contractor breaks ground. These submittals will be reviewed and returned to the Contractor.

Task 1.3 - Pre-Construction Meeting

Omni-Means will organize a pre-construction meeting with the Contractor, Subcontractors, MGE, County staff, and the consultant team to discuss the work involved,

administrative matters, labor compliance, safety and accident prevention, answer questions from the Contractors, and address issues that need to be resolved before work commences. Special attention will be given to Caltrans and FHWA requirements.

Items that will be reviewed include but are not limited to:

- Environmental/agency permit requirements
- FHWA/Caltrans requirements
- Labor compliance requirements and timely certified payroll submittal
- Cal-OSHA requirements
- The need for timely submittals
- Requirements for materials inspection and testing
- Buy America requirements
- Process for contract change orders
- Proper recourses for disputes
- Procedures and requirements for storm water pollution prevention
- Importance of providing quality traffic control and minimizing public traffic delays

Task 1.4 - Construction Management Plan

Omni-Means will prepare for County approval a construction management plan that describes the project staffing based on the Contractor's initial work schedule, materials testing, submittals, and quality assurance plans. The construction management plan will include details relating to the procedures and frequency of materials testing, along with the specific constituents that will be determined.

TASK 2 DURING-CONSTRUCTION SERVICES

Task 2.1 - Project Management, Coordination, and Construction Meetings

Omni-Means will conduct periodic (weekly, or as necessary) coordination and status meetings with the County, MGE, and the Contractor to review project status and budget, facilitate decision making, and discuss issues that have the potential to adversely affect the project budget, schedule, or product. Additional focused meetings will be conducted as necessary with MGE, County, USFS, etc.

Omni-Means will coordinate all administrative, management, inspection, and testing activities of the construction contract. Omni-Means will coordinate all work involved with the County, MGE, stakeholders, and other members of the consultant teams. Omni-Means will at all times provide project management and sufficient staff and/or Subconsultants to carry out the requirements of the project.

Communications, correspondence, submittals, and documents exchanged between the County, MGE, and Omni-Means will be handled in a manner acceptable to the County.

Omni-Means will maintain all files necessary to manage the construction project. These files include, but are not limited to, contracts, drawings, specifications, special provisions, addenda, change orders, correspondence, shop drawings, product data, samples, test reports, submittals, purchases, inspection records, daily reports, and pay request quantity calculations. Omni-Means will maintain a complete and accurate filing system for the pre-construction, construction, and closeout phases of the project in accordance with Caltrans and FHWA requirements. At the completion of the project, all hard copy and electronic files will be delivered to the County.

Omni-Means will enforce Contractor requirements for certified payroll, insurance certificates, manage mechanic's liens, address "stop" notices, and prepare responses to requests for information from labor unions. Copies of these documents will be forwarded to MGE and the County. As necessary, Omni-Means will consult with MGE regarding interpretations of the meaning and intent of the plans and special provisions.

Task 2.2 - Consultant Fee Management

Omni-Means will prepare a month-by-month consultant fee budget estimate at the onset of the project to ensure that the Consultant fees are properly managed. Detailed monthly invoices will be sent to the County along with a detailed budget tracking spreadsheet. Subconsultants will be effectively managed to ensure that all work is performed in accordance with the contract and project specifications, while controlling costs.

Task 2.3 - Progress Payments

Omni-Means will reconcile, document, and prepare detailed accounting documentation for completed items of work, in compliance with the plans and specifications, and prepare monthly progress payment requests in compliance with County procedures for County approval. Each pay request will be checked and signed by two (2) qualified Omni-Means personnel. Contract quantities will be fully documented in the project files, providing documentation for all quantities paid on each progress payment.

Omni-Means will diligently track the construction budget to ensure that construction is progressing within the limit of available funding. Omni-Means will ensure

that County personnel have the current budget status on a monthly basis.

Task 2.4 - Contract Change Orders

Omni-Means will recommend necessary or desirable changes to MGE and the County, review requests for changes, negotiate change orders, and submit recommendations to the County. Omni-Means will prepare change orders in compliance with the specifications and County procedures. Any cost-reduction proposals will be evaluated in accordance with Caltrans Construction Manual protocols. Additionally, change order prior approval procedures will be developed with the County to ensure that written prior approvals and/or change orders are issued prior to Contractor commencement of change order work.

Task 2.5 - Progress Reports

Omni-Means will prepare bi-weekly progress reports and submit the reports to the County and MGE. The reports will address the progress of the work, the project schedule, information/decisions required to maintain the schedule and complete deliverables, problems encountered that may affect schedule, budget, work products, or anticipated work for the following month, and will contain photographs documenting the progress of the work.

Task 2.6 - Project Schedule

Omni-Means will review and analyze each schedule submitted by the Contractor for compliance with the specifications and to ensure it is complete and realistic. Special attention will be given to monitoring the Contractor's progress to minimize the potential for delay-related problems. Contractor schedules will be monitored to ensure that successive schedules are consistent with one another.

Weekly Statements of Working Days will be prepared and processed in accordance with County and Caltrans guidelines. Signed Weekly Statements of Working Days will be transmitted to the Contractor, MGE, and the County to ensure that all are apprised of the current status of working days.

Task 2.7 - Labor Compliance

Summit Associates, subconsultant to Omni-Means, will perform labor compliance tasks, including verifying certified payrolls, subcontractor utilization, DBE utilization/reporting, and Owner-Operator documentation. The Contractor's bulletin board will be inspected to enforce all poster requirements. Omni-Means Inspectors will conduct labor compliance interviews and monitor utilization in accordance with Caltrans procedures. Payroll records will be spot-checked against Inspector daily reports to ensure Contractor compliance with labor laws. Omni-Means and Subconsultants will comply with prevailing wage labor laws for Inspectors, materials testers, and surveyors.

Task 2.8 - Project Submittals, Shop Drawings, and RFI's

Omni-Means will coordinate, document, and make engineering recommendations regarding submittals, product data, samples, shop drawings and RFI's, in accordance with the plans and specifications. As necessary, Omni-Means will coordinate with MGE with regards to submittal review, for complete and timely reviews of all Contractor submittals. All submittals, shop drawings, and RFI's will be logged and tracked.

Task 2.9 - Acceptance Testing for Materials

GEOCON, subconsultant to Omni-Means, will coordinate all materials Acceptance Testing (AT) in accordance with the County's Quality Assurance Program (QAP). Attention will be given to ensure that this testing and documentation fully conforms to Caltrans and FHWA requirements. Omni-Means and GEOCON will monitor the Contractor's Quality Control program to ensure adherence to the contract requirements.

A Materials Certificate, in accordance with the County QAP, Caltrans, and FHWA requirements will be prepared by the RE at the completion of the project, and submitted to the County and MGE for project closeout.

Task 2.10 - Construction Surveying and Staking QA

Omni-Means will review the contractor's survey calculations, stakes, and cut-sheets for completeness and accuracy. Additionally, Omni-Means will utilize in-house survey personnel to spot-check the staking performed by the Contractor.

Task 2.11 - Contractor's Traffic Control

Omni-Means will review and make recommendations regarding all temporary traffic control submittals and proposals, and inspect the Contractor's traffic control/management to ensure compliance with specifications. Omni-Means will ensure contingency plans are in place for late closure pick-ups, as well as for special events and holidays. Special attention will be given to compliance with the California MUTCD, public safety, and public convenience.

Task 2.12 - Environmental and Permits

Omni-Means will ensure that Contractor's operations are in conformance with the Corps of Engineers, California

Regional Water Quality Control Board, and California Department of Fish and Wildlife requirements. For permits requiring pre-construction notification, coordination will occur with the County to facilitate compliance. Inspection will be performed to enforce on-site construction measures, maintenance of BMP's, proper documentation, and completion and submittal of all required reports.

Foothill Associates, subconsultant to Omni-Means, will conduct a pre-construction survey for foothill yellow-legged frogs immediately prior to the start of construction using a qualified biologist. The results of the survey will be documented and provided to the County. If foothill yellow-legged frogs are not found, construction will be allowed to proceed. If they are found, construction will not continue until either the frog has left the area of construction, or the biologist has moved the frog out of the construction zone.

Foothill Associates, using a qualified biologist, will conduct a survey for active raptor and bird of prey nests within 250 feet of the project site, and for active MBTA-protected bird nests within 100 feet of the project site. The results will be documented in a report and provided to the County. If active nests are found, the report will include a graphic showing the recommended ESA buffer. The scope assumes that nesting birds will not be found.

Omni-Means and Foothill Associates will monitor construction activities to ensure compliance with additional NES requirements and recommendations, and will keep the County apprised of all results of the construction monitoring.

The Contractor will be required to prepare and submit a Water Pollution Control Program (WPCP) for the project. Omni-Means will provide a copy to the County when the WPCP has been approved. This project does not require coverage under the NPDES Construction General Permit, and therefore no interaction is required with the SMARTS internet site. Omni-Means will utilize in-house QSD's/QSP's for oversight of the Contractor's stormwater pollution control program to ensure activities are performed in accordance with County, State, and Federal requirements.

Omni-Means will pay special attention to the Natural Environmental Study (NES) with regards to project requirements and Environmentally Sensitive Areas (ESA's). Omni-Means will communicate the requirements to the contractor, coordinate with the County's project manager, enforce ESA fencing requirements, and prepare necessary documentation.

Task 2.13 - Safety

Omni-Means will require the Contractor to submit their Code of Safe Practices, spot-attend the Contractor's safety meetings, and maintain an overall awareness of safety. The Contractor's bulletin board will be inspected to enforce poster requirements pertaining to safety standards. All accidents, including property damage, will be reported to the County. Any significant safety incident will be documented with photographs and written reports. The Contractor's operation will be reviewed in the context of regulations for occupational safety and health standards for all construction activities.

Task 2.14 - Claims Management

A separate task and an allowance of $10,000 has been included in the fee to analyze, coordinate, administer, and make recommendations regarding potential claims submitted by the Contractor. If more than $10,000 in services are required for managing potential or actual claims, an addendum will be proposed to supplement this task.

Task 2.15 - Construction Inspection

Omni-Means will provide inspection of construction activities and the Contractor's operations, and prepare daily and weekly inspection documentation. Each Inspector will be provided a vehicle, cellular phone, digital camera, amber warning light, personal protective equipment, and training necessary for the project. Digital HMA thermometers, concrete thermometers, hand levels, measuring tapes, surveying equipment, etc. will be provided for inspection work. Omni-Means will interpret the intent of the plans and specifications and will endeavor to protect the County against defects and deficiencies on the part of the Contractor.

Omni-Means will endeavor to ensure that the Contractor's work is being performed in accordance with the contract requirements. Recommendations will be made to MGE and the County any time the Contractor's work does not conform to the contract requirements; specifically as to whether such work should be allowed to proceed and/or remain as installed, or whether the work should be removed/replaced. Routine inspections will include acceptance and rejection of work by the Contractor. When rejection of work is contemplated that may significantly delay the work or expose the County to a potential claim, such work will be discussed with MGE and the County before issuing applicable field directives.

Detailed RE/Inspector daily diaries will be prepared. The data in the RE/Inspector's diaries will conform to

the guidelines in the Caltrans Construction Manual. Daily diaries will include pertinent project information including, but not limited to, Contractor equipment types and license plate or other identifying number, Contractor personnel names, classifications, and hours worked, key activities or decisions made throughout the day, information regarding potential disputes, contract item quantities placed during the shift, etc.

The RE/Inspector will spot-check grades and alignments as the work progresses and coordinate with MGE and the County to make minor field adjustments if necessary. The RE/Inspector will identify actual and potential construction problems associated with the project and recommend engineering solutions to mitigate the problems.

Inspection and approval of temporary supports, rebar and dowel placement, concrete placement, cleaning and painting of structural steel, and all other structure related items piles will be performed in accordance with the applicable Caltrans guidance manuals.

Task 2.16 - Mid-Project Oversight Review

Upon notification from the County and/or Caltrans of a Mid-Project oversight review meeting, Omni-Means will coordinate with the County in completing the Mid-Project Construction Review Checklist. Omni-Means will attend the meeting to assist the County with Caltrans review of the projects progress and project files.

Task 2.17 - Photo Documentation

Omni-Means will take digital photographs on a consistent basis to document work activities and progress. The photos will be placed in folders that are named with the date and major work activity. Copies of various photos will be included in the progress reports that are submitted to the County and MGE.

Task 2.18 - Record Drawings

Omni-Means will maintain a full-size set of construction drawings with red-line changes.

Task 2.19 - Final Inspection

As construction nears completion, Omni-Means will coordinate inspections with the Contractor, MGE, and the County for the purpose of developing official “punch lists”. The punch lists will identify the status of incomplete work and identify corrections necessary to complete the work.

Omni-Means will coordinate final inspections of all work with the Contractor, MGE, and the County to ensure compliance with the plans, specifications, field directives, approved change orders, and the final project punch list.

TASK 3 POST-CONSTRUCTION SERVICES

Task 3.1 - Final Quantities and Payment

Omni-Means will reconcile, document, and prepare detailed back-up documentation for all completed items of work, including contract change orders, and prepare a proposed final payment recommendation in compliance with County procedures for the Contractor’s review. Omni-Means will coordinate with the Contractor to determine the appropriate final pay amount and will submit a detailed pay request to the County for approval. The pay request will be checked and signed by two (2) Omni-Means personnel. Omni-Means will endeavor to resolve any disputed items with the Contractor to the County’s satisfaction. If there are claim notices, then the claims will be administered in accordance with previous task(s).

Task 3.2 - Record Drawings

Omni-Means will provide MGE and the County with one full size set of "red-lined" construction drawings to assist MGE with preparation of record drawings. Changes made throughout construction of the project will be included on the red-lined drawings.

Task 3.3 - Post-Construction Project Oversight Review

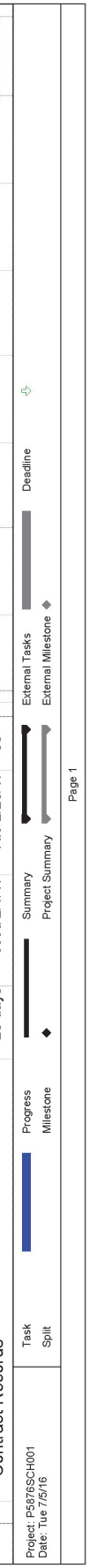
Upon notification from the County and/or Caltrans of a Post-Construction project oversight review meeting, Omni-Means will coordinate with the County in completing the Post-Construction project review checklist. Omni-Means will provide copies of the completed checklist at the review meeting.

Task 3.4 - Contract Records

Omni-Means will provide the County with the original set of construction files cataloged in accordance with the Caltrans Construction Manual filing system, including all documentation, materials inspections, correspondence, diaries, labor compliance, change orders, photographs, project closeout documents, etc. In addition to hard copies, Omni-Means will provide CD’s with electronic copies of all construction documents cataloged in accordance with the Caltrans Construction Manual filing system.

Proposal for Construction Inspection & Materials Testing for Jim Crow Road Bridge Rehabilitation at the North Fork Yuba River

ID	Task Name	Duration	Start	Finish	Estimated Hours
1	**PRE-CONSTRUCTION SERVICES**	**23 days**	**Mon 8/1/16**	**Wed 8/31/16**	
2	Document Review, Field Review & RE Office Set-Up	20 days	Mon 8/1/16	Fri 8/26/16	64
3	Submittal Schedule and Reviews	23 days	Mon 8/1/16	Wed 8/31/16	46
4	Pre-construction Meeting	0 days	Mon 8/22/16	Mon 8/22/16	24
5	Construction Management Plan	0 days	Mon 8/29/16	Mon 8/29/16	18
6	**DURING-CONSTRUCTION SERVICES**	**110 days**	**Thu 9/1/16**	**Tue 1/31/17**	
7	PM, Coordination & Meetings	110 days	Thu 9/1/16	Tue 1/31/17	36
8	Consultant Fee Management	110 days	Thu 9/1/16	Tue 1/31/17	10
9	**Progress Payments**	**88 days**	**Fri 9/30/16**	**Tue 1/31/17**	**44**
15	Contract Change Orders	110 days	Thu 9/1/16	Tue 1/31/17	28
16	Progress Reports	110 days	Thu 9/1/16	Tue 1/31/17	24
17	Project Schedule	110 days	Thu 9/1/16	Tue 1/31/17	11
18	Labor Compliance	110 days	Thu 9/1/16	Tue 1/31/17	11
19	Submittals, Shop Drawings & RFI's	110 days	Thu 9/1/16	Tue 1/31/17	114
20	Acceptance Testing for Materials	110 days	Thu 9/1/16	Tue 1/31/17	16
21	Surveying and Staking QA	110 days	Thu 9/1/16	Tue 1/31/17	13
22	Contractor's Traffic Control	110 days	Thu 9/1/16	Tue 1/31/17	30
23	Environmental and Permits	110 days	Thu 9/1/16	Tue 1/31/17	20
24	Safety	110 days	Thu 9/1/16	Tue 1/31/17	16
25	Claims Management	110 days	Thu 9/1/16	Tue 1/31/17	46
26	Construction Inspection	110 days	Thu 9/1/16	Tue 1/31/17	340
27	Mid-Project Oversight Review	0 days	Tue 11/1/16	Tue 11/1/16	10
28	Photo Documentation	110 days	Thu 9/1/16	Tue 1/31/17	19
29	Record Drawings	110 days	Thu 9/1/16	Tue 1/31/17	8
30	Final Inspection	10 days	Wed 1/18/17	Tue 1/31/17	20
31	**POST-CONSTRUCTION SERVICES**	**20 days**	**Wed 2/1/17**	**Tue 2/28/17**	
32	Final Quantities and Payment	10 days	Wed 2/1/17	Tue 2/14/17	40
33	Record Drawings	10 days	Wed 2/1/17	Tue 2/14/17	8
34	Mid-Project Oversight Review	0 days	Fri 2/17/17	Fri 2/17/17	20
35	Contract Records	20 days	Wed 2/1/17	Tue 2/28/17	80



Project: P5876SCH001
Date: Tue 7/5/16

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

Page 1

Notes:
1. The schedule assumes the Contractor breaks ground on 9/1/16, after approval of various required submittals.
2. The number of staff hours shown above coincides with the proposed budget.
3. The schedule assumes 80 working days, with 10 weather non-working days and no winter suspension.

Contact Person

Mr. Russell Wenham, PE, TE, PTOE, QSD/QSP, an Omni-Means Associate and Project Manager, will be your Construction Manager and your main point of contact, and will coordinate day-to-day activities through to completion. He will be available to the County regarding all project matters, and will oversee and/or handle the daily activities on this project through completion.

Office: 530.242.1700/Cell: 530.953.6486
Email: rwenham@omnimeans.com

Consulting Team Background

PRIME CONSULTANT

omni · means
ENGINEERING SOLUTIONS

330 Hartnell Avenue, Suite B
Redding, CA 96002
P: 530.242.1700
F: 530.242.1711

Years in Business
35 years

Organization Type
Corporation

Certifications
California SBE #57677

Location/Personnel
Omni-Means has over 50 highly qualified professionals in our California offices in the Cities of:

- Napa
- Redding
- Roseville (Corporate HQ)
- San Luis Obispo
- Visalia
- Walnut Creek

Equipment
Each of our facilities are fully operational with complete computer workstations, large scale plotters, and multiple printers. We utilize the latest state-of-the-art survey equipment, including Multiple Trimble GPS Receivers and Robotic Total Stations, TSC2 Survey Controllers, and a Digital Level.

Omni-Means, Ltd.

Omni-Means is a multi-disciplinary consulting firm designed to meet the transportation engineering and planning needs of an ever changing market-place. We provide high quality and cost effective engineering, planning, and design services including:

- Construction Management, Support and Inspection
- Caltrans Local Assistance Paperwork (Grant Management)
- Transportation Planning and Design
- Civil and Traffic Engineering
- Landscape Architecture
- Land/Construction Surveying and Aerial Mapping
- Geographic Information Systems

Construction Experience

Transportation/Bridge Construction Management

The construction phase of a project demands competent and quick decision-making, and requires very strong Project Management and Engineering skills. The construction phase is the only portion of the overall project delivery that most citizens and travelers will ever see. We are experienced in making sure projects are completed on time and within budget, providing effective fiscal management, supporting public relations efforts, and ensuring minimum traf-fic disruptions.

Effective Construction Management requires sensitivity to the concerns of the public and a concerted focus on public and media relations. We are experi-enced at producing project flyers and news releases, as well as making project presentations during public meetings.

Project Management Approach

Omni-Means will provide a team with the experience and knowledge to suc-cessfully manage the projects with minimal support from County staff and will fulfill all Caltrans, County and FHWA requirements for project funding and documentation. We employ subconsultants to supplement staff as neces-sary in order to provide the best quality services. These subconsultants will be coordinated in an effective manner to ensure the lowest costs to the agency.

PRIME CONSULTANT

Local Area Experience
Omni-Means has worked with dozens of northern California cities and counties on hundreds of projects.

Local and Federal Programs
Our knowledge of the County, Caltrans Division of Local Assistance, Federal Highway Bridge Program, Federal Highway Administration, and stakeholder expectations will be a great asset to Sierra County.

At Omni-Means, we are students of the FHWA requirements. Omni-Means also has in-house experts on the entire project development process and can provide turn-key Local Assistance paperwork and coordination.

Early and continuous coordination will occur between Omni-Means and the County's team. Progress reports will be submitted to the County and our staff will be available to ensure that issues and questions are effectively addressed. Project files will be effectively managed and original documents will be provided to the County for future reference and archiving.

We Understand the Entire Project Development Process

One of our strengths is that nearly all of our key staff and subconsultants work in all phases of project delivery. We understand what went into getting your project to this point. We have in-house experts on the project development process and provide turn-key Local Assistance paperwork/coordination for many agencies. We see the "big picture" during each phase of construction and as each decision is made. If a decision may impact future traffic operations, we'll look at the impacts. If there is an opportunity to implement a change order that will reduce long-term maintenance costs, we know it. If the contractor proposes alternative construction methods, we understand the short and long-term ramifications.

Quality Control

Omni-Means will be responsible for the accuracy, completeness, and timeliness of all construction management activities, reports and documentation. Our corporate quality control/quality assurance plan and our project-specific construction management plans have been proven on projects with nearly $3M in professional services fees. Our team will be accessible and will ensure delivery of a quality project.

Caltrans/FHWA Experts

Omni-Means specializes in meeting the Caltrans and FHWA requirements during the construction phase. We have staff that thrive in the fast paced and sometimes intense situations that arise during the construction phase. We work hard to stay abreast of the latest Local Assistance expectations, technological trends and real-world environmental constraints. We have coordinated with these agencies on the following recent projects:

- City of Healdsburg - $12.5M bridge rehabilitation
- Sierra County - $2M bridge replacement
- Sierra County - $2M roadway rehabilitation
- Tulare County - $16M in roadway and structures work
- City of Turlock - $10M interchange reconstruction
- Modoc County - $5M roadway rehabilitation
- Modoc County - $400K HSIP project
- Modoc County - $600K HSIP project
- City of Tulare - $30M freeway interchange replacement

SUBCONSULTANTS

We supplement our staff with experts in related fields when necessary to complete the professional requirements of your projects. For this project we have included:

Summit Associates
2300 Clayton Road, Suite 1380
Concord, CA 94520
Phone: 925.363.5560
Fax: 925.363.5511
Contact: Grace Sarmiento
DBE Certified Firm #30881

Summit Associates will provide Labor Compliance Services. Founded in April 2000 and incorporated in July 2001, Summit is a certified DBE/UDBE/MBE/SBE firm that specializes in providing project and construction management support on transportation infrastructure facilities projects to state DOT's, counties, cities, and federal and local agencies. They have successfully worked on dozens of Caltrans construction projects and are well positioned to provide professional, cost-effective services necessary to address today's most complex engineering issues and challenges. Summit is comprised of experienced project managers, resident engineers, assistant resident engineers, structures representatives, construction inspectors, specialty inspectors, QA inspectors, materials testers, construction office engineers, labor compliance, construction claims specialist, and construction schedulers. They have extensive PM/CM experience on facilities, highway, roadway, bridges, multi-story buildings, and water resource construction programs/projects.

Foothill Associates
590 Menlo Drive, Suite 5
Rocklin, CA 95765
Phone: 916.435.1202
Fax: 916.435.1205
Contact: Meredith Branstad

Foothill Associates will provide Biological Monitoring Services. Founded in 1995, Foothill is a multidisciplinary Veteran-owned, California Corporation with SBE certification that provides environmental consulting services to local governments, public agencies, and private clients. Their experienced and talented staff combine highly specialized knowledge in biological assessment, environmental regulation and permitting (CEQA/NEPA), natural resources management, conservation planning, landscape architecture, recreation/parks planning and design, water resources, restoration, and CAD/GIS computerized mapping capabilities to provide clients with innovative, cost-effective consulting services. Foothill has managed environmental compliance in the development of transportation projects, utility infrastructure, water storage and distribution systems, wastewater treatment facilities, residential subdivisions, commercial centers, and open spaces. They conduct a variety of biological analyses including: biological constraints analyses, biological resource assessments, and Section 7 biological assessments.

GEOCON
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742
Phone: 916.852.9118
Fax: 916.852.9132
Contact: Jeremy Zorne

GEOCON will provide Materials Testing Services. GEOCON is a California Corporation with 45 years of experience providing professional materials testing, special inspection, geotechnical engineering, and environmental serves to public agencies and private entities throughout the State. They currently employ over 250 professional, technical, and administrative staff located in nine offices throughout California. GEOCON maintains accredited, full-service, in-house soil and construction materials testing laboratories, enabling them to provide test results promptly and economically.

Federal Aid Projects

The projects listed on the following pages illustrate the depth of our experience providing CM services for federally funded projects.

Bruce/Emily Drive SR2S

Healdsburg Avenue Bridge

Old Fibreboard Road Little Truckee River Bridge Replacement

ARRA Paving CM

Year Completed: 2009, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - CM; Brandon Tenney - Asst. RE
Cost: $2M, Funding: ARRA Federal

Avenal Safe Routes to School PS&E and CM

Year Completed: 2011, Client: City of Avenal
Ref: Fernando Santillan, 919 Skyline Boulevard, Avenal, CA 93204, 559.386.5782
OM Staff: Douglas Ries - PIC; Russell Wenham - PM/PE/CM/RE; Brandon Tenney - Asst. RE
Cost: $170K, Funding: HSIP Federal

Bruce/Emily Drive Safe Routes to School PS&E and CM

Year Completed: 2010, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - PM/PE/CM; Brandon Tenney - Asst. RE; Brian Howard - Survey
Cost: $600K, Funding: SR2S

Healdsburg Avenue Bridge over Russian River PS&E and CM

Year Completed: 2016, Client: City of Healdsburg
Ref: Mario Landeros, 401 Grove Street, Healdsburg, CA 95448, 707.431.3335
OM Staff: Douglas Ries - PIC; Russell Wenham - CM/RE; Mark Darnall - CCOs/Claim Resolution/Asst. RE; Brandon Tenney - Office Engineer; Craig Newton - Asst. RE/Office Engineer/Inspection, Brian Howard - Survey
Cost: $12M, Funding: HBP, City Matching

Mary's Drive Reconstruction PS&E and CM

Year Completed: 2008, Client: City of Weed
Ref: Craig Sharp, 550 Main Street, Weed, CA 96094, 530.938.5020
OM Staff: Russell Wenham - PM/CM/RE; Brian Howard - Survey
Cost: $2M (2 Projects), Funding: EDA Federal Aid

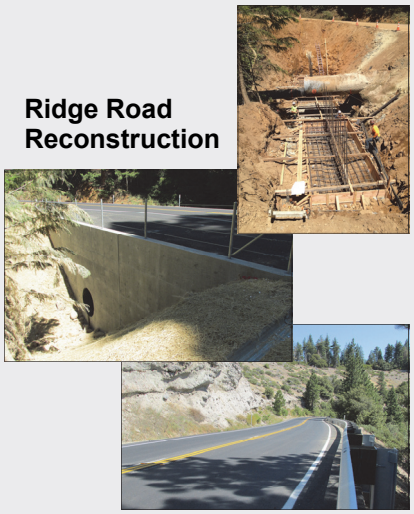
Old Fibreboard Road Little Truckee River Bridge Replacement CM

Year Completed: 2014, Client: Sierra County
Ref: Bryan Davey, 100 Courthouse Square, Downieville, CA 95936, 530.289.3201
OM Staff: Douglas Ries - PIC; Russell Wenham - CM/RE; Brandon Tenney - Asst. RE; Craig Newton - Asst. RE; Mark Darnall - Claim Support
Cost: $1.8M, Funding: HBP Federal

Ridge Road Reconstruction CM

Year Completed: 2013, Client: Sierra County
Ref: Bryan Davey, 100 Courthouse Square, Downieville, CA 95936, 530.289.3201
OM Staff: Douglas Ries - PIC; Russell Wenham - CM; Brandon Tenney - Asst. RE/Office Engineer
Cost: $2M, Funding: STIP Federal

Federal Aid Projects



Ridge Road Reconstruction

SR 273/3rd Street

Warner Street Truck Route

RV Drive Extension PS&E and CM

Year Completed: 2008, Client: City of Weed
Ref: Craig Sharp, 550 Main Street, Weed, CA 96094, 530.938.5020
OM Staff: Russell Wenham - PM/PE/CM; Ryan Blais - Asst. RE; Brian Howard - Survey
Cost: $700K, Funding: EDA Federal

SR 151 (Locust to Washington) PS&E and CM

Year Completed: 2006 and 2008, Client: City of Shasta Lake
Ref: Jeff Tedder, 1650 Stanton Drive, Shasta Lake, CA 96016, 530.275.7456
OM Staff: Douglas Ries - PIC; Russell Wenham - PM/CM/RE
Cost: $2.7M (3 Projects), Funding: HSIP Federal

SR 151 (Washington to Oregon) PS&E and CM

Year Completed: 2006 and 2008, Client: City of Shasta Lake
Ref: Jeff Tedder, 1650 Stanton Drive, Shasta Lake, CA 96016, 530.275.7456
OM Staff: Douglas Ries - PIC; Russell Wenham - PM/CM/RE
Cost: $2.7M (3 Projects), Funding: HSIP Federal

SR 273/3rd Street Traffic Signal PS&E and CM

Year Completed: 2011, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - PM/PE/CM
Cost: $1.7M, Funding: HSIP Federal

Warner Street Truck Route CM

Year Completed: 2012, Client: City of Alturas
Ref: Joe Picotte, 200 North Street, Alturas, CA 96101, 360.693.1478
OM Staff: Douglas Ries - PIC; Russell Wenham - CM; Brandon Tenney - Inspector/Asst. RE; Brian Howard - Staking
Cost: $2M, Funding: STIP

Non - Federal Aid Projects

1st Avenue Safe Routes to School

A.C.I.D. Canal Pedestrian Bridge

Betty Drive Railroad Grade Separation

Blue Oak Bridge

1st Avenue Safe Routes to School CM

Year Completed: 2012, Client: City of Avenal
Ref: Fernando Santillan, 919 Skyline Boulevard, Avenal, CA 93204, 559.386.5782
OM Staff: Russell Wenham - PM/CM/RE
Cost: $170K, Funding: SR2S

A.C.I.D. Canal Pedestrian Bridge Inspection

Year Completed: 2008, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - CM
Cost: $250K, Funding: Private

Anderson Fire Department Parking Lot PS&E and CM

Year Completed: 2009, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - PE/CM
Cost: $250K, Funding: Local

Anderson River Park Amphitheater PS&E and CM

Year Completed: 2008, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - PE/CM
Cost: $450K, Funding: Local

Avenue 312 Widening (Phase 2A) PS&E and CM

Year Completed: 2011, Client: Tulare County RMA
Ref: Johnny Wong, 5691 S. Mooney Boulevard, Visalia, CA 93277, 559.624.7000
OM Staff: Douglas Ries - PIC; Russell Wenham - CM/RE; Brandon Tenney - Asst. RE/Inspector
Cost: $3.5M, Funding: Measure R and Local

Betty Drive Railroad Grade Separation (Phase 2B) PS&E and CM

Year Completed: 2012, Client: Tulare County RMA
Ref: Johnny Wong, 5691 S. Mooney Boulevard, Visalia, CA 93277, 559.624.7000
OM Staff: Douglas Ries - PIC; Russell Wenham - CM/RE; Brandon Tenney - Asst. RE/Inspector; Mark Darnall - Claim Resolution
Cost: $8.8M, Funding: Prop 1B State and Local

Blue Oak Bridge Inspection

Year Completed: 2008, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Douglas Ries - PIC; Russell Wenham - CM
Cost: $400K, Funding: Private

Non - Federal Aid Projects

Cape Seal Inspection

Clear Creek Bridge Widening

East Center Street Reconstruction

Cape Seal Inspection
Year Completed: 2016, Client: City of Redding
Ref: Don Chilton, 777 Civic Center Drive, Redding, CA 96001, 530.225.4170
OM Staff: Russell Wenham - CM; Brandon Tenney - Inspection
Cost: $3M (4 Projects), Funding: Local

Cascade Boulevard Realignment PS&E and Inspection
Year Completed: 2009, Client: City of Shasta Lake
Ref: Jeff Tedder, 1650 Stanton Drive, Shasta Lake, CA 96016, 530.275.7423
OM Staff: Russell Wenham - PM/PE; Brian Howard - Survey
Cost: $1.6M, Funding: Local

Clear Creek Bridge Widening CM
Year Completed: 2013, Client: Western Shasta RCD
Ref: Ryan Teubert, 6270 Parallel Road, Anderson, CA 96007, 530.365.7223
OM Staff: Douglas Ries - PIC; Russell Wenham - CM/RE; Brandon Tenney - RE
Cost: $400K, Funding: Proposition 84 State

Cornucopia Sidewalk Reconstruction PS&E and CM
Year Completed: 2008, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - PE
Cost: $150K, Funding: Local

Downtown Demonstration Block PS&E and CM
Year Completed: 2008, Client: City of Anderson
OM Staff: Russell Wenham - PM/PE/CM; Brian Howard - Survey
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
Cost: $900K, Funding: Local

East Center Street Improvements PS&E and CM
Year Completed: 2010, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - PM/CM/RE; Brian Howard - Survey
Cost: $2M (3 Projects), Funding: Local

East Center Street Paving PS&E and CM
Year Completed: 2007, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - PM/CM/RE; Brian Howard - Survey
Cost: $2M (3 Projects), Funding: Local

Franklin Street Curve Improvement PS&E and CM
Year Completed: 2007, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - PM/CM; Brian Howard - Survey
Cost: $120K, Funding: Local

Non - Federal Aid Projects

Mill Street Safe Routes to School PS&E and CM

SR 151 (Oregon to Shasta) PS&E

Howard Street Paving PS&E and CM
Year Completed: 2007, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - PM/CM
Cost: $120K, Funding: Local

I-5/Oasis Road Northbound Off-Ramp Widening PS&E and CM
Year Completed: 2009, Client: Risen King Community Church
Ref: Tim Kayser, 6100 Oasis Road, Redding, CA 96003, 530.244.2300
OM Staff: Russell Wenham - PM/CM; Brian Howard - Survey
Cost: $90K, Funding: Private

Mill Street Safe Routes to School PS&E and CM
Year Completed: 2008, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - PM/CM; Brian Howard - Survey
Cost: $400K, Funding: SR2S State

North Street Banner Poles PS&E and CM
Year Completed: 2009, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - PM/CM
Cost: $60K, Funding: Local

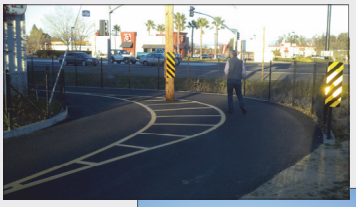
North Street (East Side) Widening PS&E and CM
Year Completed: 2009, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - PM/CM; Brian Howard - Survey
Cost: $900K, Funding: Local

On-Call Inspection Services
Year Completed: 2007, 2008 and 2009, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - PM/CM; Brandon Tenney - Inspection
Cost: $10M+, Funding: Various

Pavement Preventative Maintenance PS&E and Inspection
Year Completed: 2015, Client: Sutter County
Ref: Neal Hay, 1130 Civic Center Boulevard, Yuba City, CA 95993, 530.822.7450
OM Staff: Russell Wenham - PM/CM/Inspection; Brandon Tenney - Asst. RE/Inspection; Craig Newton - Asst. RE/Inspection
Cost: $3M (6 Projects), Funding: Local

Saeltzer Gorge Parking Lot PS&E and CM
Year Completed: 2008, Client: Western Shasta Resources Conservation District
Ref: Ryan Tibert, 6270 Parallel Road, Anderson, CA 96007, 530.365.7332
OM Staff: Russell Wenham - CM; Brian Howard - Survey
Cost: $900K, Funding: Local

Non - Federal Aid Projects



SR 273 Bikeway

SR 273/Canyon Road/Rancheria Road Intersection Reconstruction PS&E

Sundial Bridge

SR 151 (Oregon to Shasta) PS&E and CM

Year Completed: 2006 and 2008, Client: City of Shasta Lake
Ref: Jeff Tedder, 1650 Stanton Drive, Shasta Lake, CA 96016, 530.275.7456
OM Staff: Russell Wenham - PM/CM
Cost: $2.7M (3 Projects), Funding: PSP Local

SR 269/Avenal Landfill Turn Lane PS&E and CM

Year Completed: 2009, Client: Waste Connections, Inc.
Ref: Thomas Reilly, 2124 San Miguel Drive, Walnut Creek, CA 94596, 925.672.3800
OM Staff: Douglas Ries - PIC; Russell Wenham - CM; Craig Newton - PM
Cost: $1.4M, Funding: Private

SR 273 Bike Lane PA/ED, PS&E and CM

Year Completed: 2009, Client: City of Anderson
Ref: Jeff Kiser, 1887 Howard Street, Anderson, CA 96007, 530.378.6646
OM Staff: Russell Wenham - PM; Ryan Blais - Inspector
Cost: $500K, Funding: State Bicycle Lane Account

SR 273/Canyon Road/Rancheria Road Intersection Reconstruction PS&E and CM

Year Completed: 2009, Client: Redding Rancheria/City of Redding
Ref: Don Chilton, 777 Civic Center Drive, Redding, CA 96001, 530.225.4170
OM Staff: Russell Wenham - PM/PE/CM/RE
Cost: $3M, Funding: Redding Rancheria

Turtle Bay Sundial Pedestrian Bridge CM

Year Completed: 2004, Client: Turtle Bay Museum Exploration Park
Ref: Mike Warren, 1335 Arboretum Drive, Suite A, Redding, CA 96003, 530.243.8850
OM Staff: Douglas Ries - PIC
Cost: $23.5M, Funding: McConnell Foundation/Local

Construction Cost
$3.8M (Two Projects)

Service Dates
2013-2014

Reference
Bryan Davey
Sierra County
101 Courthouse Square
Downieville, CA 95936
530.289.3201

Staff
- Douglas Ries, PE - PIC
- Russell Wenham, PE - CM/RE
- Brandon Tenney, PE - Assistant RE
- Mark Darnall, PE - Claim Support
- Brian Howard, PLS - Surveying QA

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ENGINEERING SOLUTIONS

Sierra County Federal Aid Construction Management - Sierra County

Sierra County selected Omni-Means to provide turn-key Construction Management for two Federal Aid projects due to the need for a consultant team that understands the unique requirements for construction management and Caltrans Local Assistance expectations.

The Old Fibreboard Road Little Truckee Bridge Replacement project consisted of replacing an old railroad car bridge with a modern cast-in-place post-tensioned box girder bridge in the Tahoe National Forest. Construction in the river environment required a robust river diversion and implementation of many stormwater BMP's. Omni-Means provided technical support and coordinated with the USACE, CDFW, and RWQCB to obtain permit variances to allow expedited construction. On a daily basis, special attention was given to ensuring compliance with the resource agency permits. The project was completed on time and on budget.

The Ridge Road Reconstruction project consisted of reconstruction of two miles of rural mountain road that provided the only paved access to a historic mining tow. The project features included replacement of all cross-culverts, construction of a 20-feet tall retaining wall, construction of two reinforced concrete cantilever slabs, and avoidance of numerous environmental sensitive areas. The project was completed ahead of schedule and on budget.

Omni-Means prepared all required Local Assistance paperwork and submittals for the construction phase, including project close-out.

Ridge Road

Old Fibreboard Road Little Truckee River Bridge

Construction Cost
$4.0M Phase I
$3.5M Phase 2A
$8.8M Phase 2B

Service Dates
2003-2012

Year of Completion
2005 Phase I
2011 Phase 2A
2012 Phase 2B

Reference
Johnny Wong, PE
Chief Engineer
County of Tulare RMA
5691 South Mooney Boulevard
Visalia, CA 93277
559.624.7000

Staff
- Douglas Ries, PE - PIC
- Russell Wenham, PE - CM/RE
- Brandon Tenney, PE - Assistant RE/Inspector
- Mark Darnall, PE - Claim Resolution

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ENGINEERING SOLUTIONS

Betty Drive/Avenue 312 Realignment PA/ED, PS&E and CM (3 Projects) - Tulare County

Over a ten year period, Omni-Means provided turn-key project development and CM for three major projects on Betty Drive/Avenue 312 in Tulare County.

Phase 1: This 2.1 mile realignment of Betty Drive and Avenue 312 was prompted by the Tulare County Redevelopment Agency with a goal of improving truck access between SR 99 and industrial areas in north Visalia. The project included extensive realignments, stormwater master planning, utility relocations and a new at-grade UPRR crossing. Omni-Means provided turn-key construction management in accordance with Caltrans procedures.

Phase 2A: This project expanded on Phase 1 by widening Avenue 312, from Goshen to Road 108, to full expressway standards. In addition, the project included a new alignment for Robinson Road and full reconstruction of Avenue 310 (Damson Drive). It was necessary to provide effective coordination with the City of Visalia, AT&T, the Gas Company, Goshen CSD and Cal-Water. Omni-Means provided turn-key construction management in accordance with Caltrans procedures. Omni-Means effectively coordinated with all involved agencies, the local residents and our client. *The projects were completed on time and within budget with very few change orders.*

Phase 2B: This project completed the master planned roadway system between SR 99 and north Visalia by constructing a grade separation over the UPRR tracks in Goshen. Project features included street lighting, traffic signals, local road modifications, storm drain systems and extensive utility work. The project was partially funded with State Proposition 1B funds and was subject to Caltrans reviews/audits. Recognizing that jeopardizing State funding was not an option, Omni-Means performed turn-key CM in full compliance with Caltrans procedures. While there were not any federal funds involved, at the construction phase the Caltrans procedures are very similar to the FHWA requirements.

Construction Cost
$12.5M

Service Dates
2010-2016

Reference
Mario Landeros
Senior Civil Engineer
City of Healdsburg
401 Grove Street
Healdsburg, CA 95448
707.431.3346

Staff
- Douglas Ries, PE - PIC
- Russell Wenham, PE - CM
- Brandon Tenney, PE - Office Engineer
- Mark Darnall, PE - Claim Resolution
- Brian Howard, PLS - Survey

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ENGINEERING SOLUTIONS

Healdsburg Avenue Bridge over Russian River - Healdsburg

Beginning in 2010, Omni-Means provided turn-key planning, environmental and PS&E delivery for this historic bridge, constructed in 1921. The alternatives ranged from rehabilitation in place to full replacement on a new alignment. The solution to rehabilitate in place was the best fit for the historic community. The team, led by Omni-Means, provided environmental approval, permits, right of way acquisition, utility coordination, and PS&E.

Beginning in 2014, Omni-Means began providing turn-key construction management services. Omni-Means was selected due to the need for a client-focused consultant with extensive background delivering critical federal aid projects. The project includes:

- Working in the Russian River
- Extensive Pedestrian and Bicycle Traffic Handling
- Lead Abatement and Re-painting
- Extensive Biological Monitoring
- Complete Deck Replacement
- Rock Slope Protection
- Mitigation Planting
- New Traffic Signal

Omni-Means has provided support to the City for all Local Assistance paperwork and will follow the project through to final close-out.

Summit Associates

Old Fibreboard Bridge Replacement at Little Truckee River (Federal Aid) - Sierra County

Summit Associates provided labor compliance support services on this $1.6 million project completed in 2014 which featured removal and replacement of the Old Fibreboard Bridge at the Little Truckee River, located in Sierra County west of SR89 between Truckee and Sierraville. Work consisted of installation of single lane temporary detour bridge, removal and salvage of the existing rail car bridge, earthwork, construction of single span, cast-in-place, pre-stressed reinforced concrete box girder bridge on CIDH pile foundations, grading, roadway construction, detour removal and soil stabilization.

Ridge Road Rehabilitation (Federal Aid) - Sierra County

Summit Associates provided schedule and labor compliance support services on this $2 million Sierra County project completed in 2013 which featured construction of the Pliocene Ridge Road to Alleghany Roadway Rehabilitation project, consisting of the rehabilitation of 2.68 miles of roadway. This project included existing pavement recycle and overlaying with asphalt concrete, adding 2' wide shoulders (with cantilever concrete slabs at select locations to accommodate the widening), replacing and adding guardrail, adding a 20 foot high concrete headwall to the culvert at Wet Ravine, and replacement of cross-culverts and inlet structures.

Dorsey Drive Interchange Improvements (State and Federal Aid) - Grass Valley

Summit Associates provided schedule and labor compliance support services on this $2 million City of Grass Valley interchange improvement project completed in 2014 which included overcrossing widening from two to three lanes with two designated left turn lanes, construction of new on- and off-ramps for access to Route 20/49, and construction of auxiliary lanes on Route 20/49 to the Idaho-Maryland and Brunswick Road interchanges.

FOOTHILL ASSOCIATES
ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

NID Irrigation District Aquatic Weed Monitoring Plan and Annual Monitoring - Nevada County

Foothill Associates developed a monitoring plan for the aquatic weed management program including water quality and fauna. The results were used to refine mitigation measures and reduce uncertainty in achieving the goal of avoiding any potentially significant environmental impacts. Fauna of potential concern were identified and monitoring results and mitigation measures were refined. Foothill biologists conducted mitigation monitoring surveys of the NID canal system. Results of the survey were mapped with GPS units to provide accurate herbicide application recommendations. Annual monitoring was conducted for California red-legged frog, western pond turtle, and foothill yellow-legged frog at four canal sites prior to aquatic herbicide applications.

FOOTHILL ASSOCIATES
ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

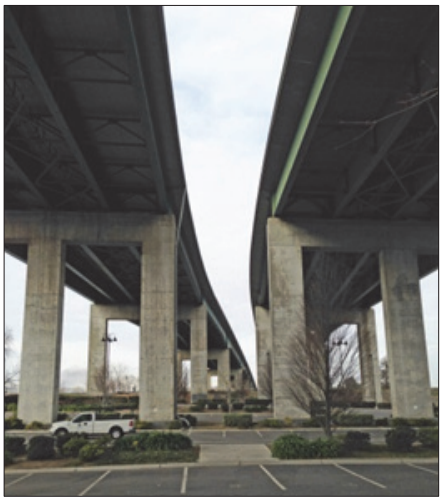
Salmon Falls Road at Glenesk Lane Realignment - El Dorado County

Foothill Associates biologist provided environmental support services for the Salmon Falls Road at Glenesk Lane Realignment project for the County of El Dorado Transportation Department. Foothill Associates biologist provided worker environmental awareness training, pre-construction surveys for California red-legged frog, foothill yellow-legged frog, and nesting birds, and construction monitoring in accordance with Mitigation Measures in the IS/MND and USFWS Informal Section 7 Consultation letter.

GEOCON

6th Street Bridge Replacement - Biggs

The project replaced the existing one-lane concrete/wood bridge built in 1935 with a new, two-lane, reinforced concrete double box culvert bridge with integrated wingwalls. The new bridge was designed with safety railings, sidewalks, curbs, and gutters. Channel work and wing walls were added to stabilize the steep side slopes. GEOCON was retained to conduct Quality Assurance (QA) materials testing and sampling services in accordance with contract specifications and City of Biggs Quality Assurance Program (QAP), and prepare a Materials Certificate to Caltrans in accordance with the City's QAP. QA services included compaction testing of culvert backfill, roadway subgrade and aggregate base, and hot mix asphalt (HMA); concrete sampling and compressive strength testing; and HMA mix design verification.

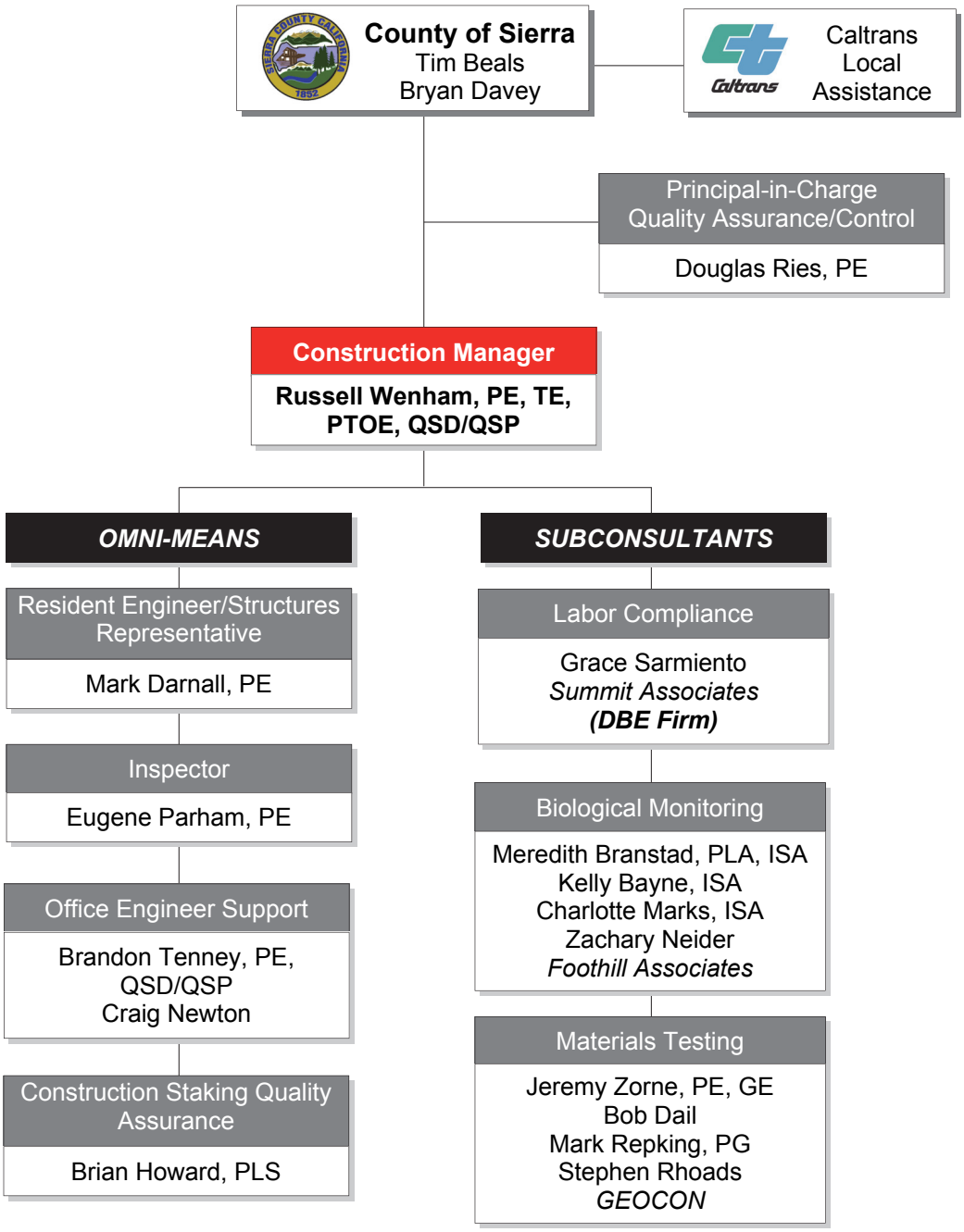


Sacramento River Viaduct Rehabilitation - Sacramento

GEOCON provided Quality Assurance (QA) materials testing services for a portion of the Sacramento River Viaduct project, which consisted of placing pavement overlays, replacing bridge joints and correcting drainage on the Sacramento River Viaduct along U.S. Highway 50 (US-50) between the cities of Sacramento and West Sacramento in Sacramento and Yolo Counties, California. We provided field in-place density testing of Polyester Concrete Overlay (PCO) and laboratory testing of PCO aggregate, and field in-place density testing of High Friction Surface Treatment (HFST) and laboratory testing of HFST aggregate. Field and laboratory tests were performed by qualified personnel under the responsible charge of a Registered Civil Engineer in general conformance with Caltrans and/or American Society for Testing and Materials (ASTM) standard test procedures.

Organizational Chart

We have gathered a unique team of personnel for this proposal. The organizational chart below shows the proposed relationships between all key personnel and support staff who are expected to participate on the project. Resumes for each team member have been included in Attachments.



Omni-Means

Douglas Ries, PE will be the Principal-in-Charge and provide Quality Assurance/Control. He is a company owner who oversees the firm's surveying and construction management functions. His background includes construction administration, bridge design, roadway design, bike lane/bike path design, interchanges, master plans (water, sewer and storm drain design), and hydraulic/utility/drainage design for state and local facilities. Mr. Ries has a BS in Civil Engineering from the University of Montana and is a registered Civil Engineer (#47768) in California. He is a member of the American Society of Civil Engineers (ASCE) and the American Public Works Association (APWA).

Russell Wenham, PE, TE, PTOE, QSD/QSP will be your Construction Manager. He will manage the staff, subconsultants, and budget, and assist the County in every way necessary. Mr. Wenham has completed several federally funded construction management projects and has the expertise needed for your project.

Mr. Wenham has a BS in Civil Engineering from CSU Chico. He is a registered Civil Engineer (#43162) and Traffic Engineer in California (#2494), Professional Traffic Operations Engineer (#2533), and California QSD/QSP (#00435). He is a member of ASCE and APWA.

Mr. Wenham has CM/RE Training including: California Water Board QSD/QSP, Caltrans RE Academy, Certified Stormwater Inspector, Federal Aid During Construction, Caltrans Section 39, and RWQCB General Permit.

Mark Darnall, PE will be the Resident Engineer and Structures Representative. He has over 30 years of construction management and construction inspection experience, including buildings, bridges, and roadways. Mr. Darnall has a BS in Civil Engineering from CSU Sacramento and is a registered Civil Engineer (#44512) in California.

Eugene Parham, PE will be the Inspector. He has over 40 years of experience in engineering and construction. Prior to his work with Omni-Means, he worked for many years for Caltrans and the State Water Board. Mr. Parham is a registered Civil Engineer (#19828) in California.

Brandon Tenney, PE, QSD/QSP will provide Office Engineer Support. His typical daily duties include construction documents, local assistance paperwork, construction inspection, surveying, construction staking, and cost estimates. Mr. Tenney has a BS in Civil Engineering from CSU Chico and is a registered Civil Engineer (#83928) and QSD/QSP (#83928) in California.

Craig Newton will also provide Office Engineer Support. He has over 30 years of experience providing input into all phases of public works projects, including bridge, roadway, and construction projects. Mr. Newton has a BA in Geography from CSU Sacramento and attended the Construction Management Certification Program at UC Davis. He is a member of the CM Association of America.

Brian Howard, PLS will provide Construction Staking Quality Assurance. Throughout his career, he has performed the full range of surveying work as Chainman, Instrumentman, and Party Chief. He has extensive experience performing surveying and right of way engineering on high profile area projects. Mr. Howard has a BS in Survey and Photogrammetry from CSU Fresno, and is a Professional Land Surveyor (#7250) in California.

Subconsultants

Summit Associates (DBE Firm #30881)

Grace Sarmiento will be the Labor Compliance Officer. She has over 20 years of experience in construction and office administration support. Her administrative experience includes office engineering, labor compliance, technical writing, and document control. She has assisted clients with contract compliance services with tasks including reviewing certified payrolls, fringe benefit statements, EEO, and ARRA reports. Her experience also includes assisting the Resident Engineer with preparation, expediting and distribution of project documentation, file set-up and management, monthly progress pay estimate preparation, project status reporting, and maintenance of all project tracking logs. Ms. Sarmiento has a AA in Civil Engineering from Diablo Valley College in California and is a Certified Notary Public in the State of California.

Foothill Associates

Meredith Branstad, PLA, ISA will provide Biological Monitoring Senior Review. Ms. Branstad is a Senior Biologist and Vice President of Foothill Associates. She has a BS in Landscape Architecture and a BS in Wildlife, Fish, and Conservation Biology from UC Davis. She

is a Licensed Landscape Architect in California (#5122) and Nevada (#803) and an ISA Certified Arborist (#WE 6727A).

Kelly Bayne, ISA will also provide Biological Monitoring Senior Review. She received her MS in Forestry Sciences from California Polytechnic State University in San Luis Obispo and is an ISA Certified Arborist (#WE-7741A).

Charlotte Marks, ISA will provide the Biological Monitoring Bird Survey. Ms. Marks has a BS in Wildlife Fish and Conservation Biology from UC Davis and is an ISA Certified Arborist (#WE-10519A).

Zachary Neider will provide the Biological Monitoring Frog Survey. He received a BS in Environmental Sciences: Ecological Restoration from Humboldt State University in Arcata and is a member of the California Native Plant Society.

GEOCON

Jeremy Zorne, PE, GE will be the Materials Testing Project Manager. Mr. Zorne has been with GEOCON for 19 years. He has a MS in Civil Engineering (Geotechnical) and BS in Civil Engineering from CSU Sacramento. Mr. Zorne is a registered Civil Engineer (#60936) and Geotechnical Engineer (#2636) in California.

Bob Dail will be the Senior Materials Technician/Field Services Manager. He has 26 years of experience performing a variety of inspection and testing services during construction of public works and large commercial projects. Mr. Dail is a Caltrans Certified Tester.

Mark Repking, PG will be the Materials Laboratory Manager. He received a BS in Geological Sciences from San Diego State University and is a Professional Geologist (#8569) in California. Mr. Repking is a Caltrans Certified Tester.

Stephen Rhoads will be the Materials Technician. He has a BS in Geology from CSU Chico and is a Caltrans Certified Tester.

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GEOCON

Our Commitment to the County of Sierra

When construction is complete and the paperwork is finished, the consultant team will move on to other projects - but the County will live with the product and the ups and downs of project delivery for many years to come. As your local CM team, we are committed to:

Building a Stronger County/Caltrans Relationship. As an extension of the County, we are committed to turbulence-free delivery of the construction phase. Our goal is for Caltrans to have the highest regard for the County's ability to deliver a complex bridge reconstruction project.

Keeping the Project Moving. The Contractor shouldn't ever have to wait unnecessarily for decisions, direction, payments, inspections, feedback, and approvals. Our team will bring a sense of urgency and the know-how to facilitate complex issues.

Sticking to Our Fee. Unless the Contractor's operation really goes "south", there are excessive contract change orders or a major time overrun - the fee in the professional services agreement will be maximum final fee. We take great pride in doing everything we can to stay within budget.

Anticipating the Contractor's Next Move. We'll never let the Contractor get ahead of our management/inspection. We'll always anticipate the Contractor's next move. We'll coordinate with stakeholders before there is an issue.

No "Bait and Switch". We've put together a strong and stable team of construction management professionals that are looking forward to this project and will be available to meet the County's needs. If changes become necessary, we'll make sure they work out to the County's benefit.

Providing Solutions. There's nothing worse than having your consultant drop problems on your lap. When problems arise, we'll research, analyze, and propose effective solutions.

Knowing the Involved Personnel and Stakeholders. Our CM and many members of our team provided successful turn-key CM for two federal aid projects in Sierra County in 2013. We already have important relationships with County and MGE personnel. We'll build on these relationships and make sure that all project staff have current contact lists for quick reference.

Coordinate Effectively with the Consultant Design Team. We'll build on our relationships with the MGE design team so that design related questions and submittal reviews will move quickly and smoothly.

Making the County Look Good. As previously stated, the County will have to live with the negative or positive impressions that are formed around this project. By working hard to meet the above goals, the County and its staff will be looked upon favorably by other agencies, citizens, stakeholders, etc.

Environmental Stewardship. This project has numerous critically important environmental requirements. Our team will take these issues to heart to keep the resource agencies happy and protect the environment.

References

Name: Mario Landeros, PE, Project Manager
Agency: City of Healdsburg, 401 Grove Street, Healdsburg, CA 95448
Phone: 707.431.3346, **Email:** mlanderos@ci.healdsburg.ca.us
Project: Healdsburg Bridge Rehabilitation
Staff: Douglas Ries - PIC; Russell Wenham - Construction Manager; Craig Newton - Assistant RE; Mark Darnall - Office Engineering, CCO Support and Claim Support; Brandon Tenney - Office Engineering; Brian Howard - Survey; Summit Associates - Materials Testing

Quote from City: "The project is currently moving forward under the alternative selected by the City Council and the team led by Omni-Means and their structural teammate. Cornerstone Structural Engineering Group, are continuing to work closely with the Caltrans Office of Local Assistance as well as Headquarters Structural groups to deliver a project that combines the needs and desires of the community with the maximum funding eligibility"

Name: Johnny Wong, PE, Operations Manager
Agency: Tulare County RMA, 5961 South Mooney Boulevard, Visalia, CA 93277
Phone: 559.624.7000, **Email:** jwong@co.tulare.ca.us
Project: Betty Drive/Avenue 312
Staff: Douglas Ries - PIC; Russell Wenham - Construction Manager; Brandon Tenney - Assistant RE; Craig Newton - Assistant RE; Mark Darnall - Claim Support

Quote from County: "We are particularly pleased with the work that Russ Wenham performed as the project's resident engineer. He brought to this project many years of construction management experience. Russ applied his knowledge and experience very effectively and delivered a project that met the goals, plans and specifications for the project."

Name: Don Chilton, PE, Construction Manager
Agency: City of Redding, P.O. Box 496071, Redding, CA 96049
Phone: 530.225.4532, **Email:** dchilton@ci.redding.ca.us
Project: On-Call Cape Seal and Paving Inspection (4 projects)
Staff: Russell Wenham - Construction Manager; Brandon Tenney - Inspection

Quote from City: "Russ has repeatedly demonstrated his ability to manage complex projects involving multiple stakeholders and difficult budget constraints. His unique background in design, construction, traffic engineering and maintenance operations make him a powerful and well rounded asset to the project team."

Name: Joe Picotte, Public Works Director
Agency: City of Alturas, 200 W. North Street, Alturas, CA 96101
Phone: 530.233.2377, **Email:** jpicotte@cityofalturas.org
Project: Warner Street Truck Route
Staff: Russell Wenham - Construction Manager; Brandon Tenney - Assistant RE; Brian Howard - Surveying

Quote from City: "I am writing to recommend the Professional Engineering Services of Omni-Means. They worked well with Caltrans Local Assistance and the City to clean up the project and make it a biddable project. They worked well with the contractor to get the project started and keep it moving at a fast pace until completion. Staff were always responsive to questions and concerns from the City and the Contractor as the project moved forward."

Douglas Ries, PE

Project Role
- Principal-in-Charge
- Quality Assurance/Control

Registration/Affiliations
- Civil Engineer, CA #47768
- American Public Works Association
- American Society of Civil Engineers

Education
BS, Civil Engineering - University of Montana

Professional Skills
- Bridge Retrofits
- Construction Administration
- Geometric Roadway Design
- Water, Sewer and Storm Drain Master Planning and Design
- Grading Design
- Hydrology Design
- Hydraulic Design

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Qualifications

Douglas Ries, a company owner and Project Manager, manages an assortment of public works and infrastructure projects. His professional knowledge includes roadway design, bike lane/bike path design, interchange projects, construction administration, master plans (water, sewer and storm drain design), community facility districts implementation, and hydraulic/utility/drainage design for state and local facilities. He has also been involved with the preparation of PSR, PR, PA/ED, and PS&E for various Caltrans Districts projects.

In addition to managing the Omni-Means Surveying and Construction Management functions, he is the Roseville Office Manager. His daily responsibilities include staff management and training, project management, quality control, construction management project scheduling, client relationships and public presentations. He has served as Principal-in-Charge (PIC) and/or Project Manager (PM) on several construction management projects.

Bridge Experience

- **Healdsburg Avenue Bridge over the Russian River - Healdsburg.** Principal-in-Charge for the historical Bridge Retrofit. There was extreme public interest regarding the bridge's fate - rehabilitation and/or replacement. He managed the group of specialists that were brought together to undertake this project and handles the technical needs and extensive community interest aspects of the project. The retrofit/rehabilitation is now underway.
- **Old Fibreboard Road Little Truckee River Bridge Replacement CM - Sierra County.** Principal-in-Charge.
- **Clear Creek Bridge Widening - Redding.** Principal-in-Charge and QA/QC for delivery of this bridge widening project from the grant stage to final construction close-out. The project is in a rugged area that required complete avoidance of any impacts to the critical salmon spawning habitat in Clear Creek. Provided turn-key services including agency approvals and coordination with Federal resource agencies.
- **HBP Bridge Rehabilitation/Replacement Grant Applications - Redding.** Principal-in-Charge and QA/QC for scoping and cost estimating for 7 small bridges. Oversaw field reviews, structures alternatives analysis, cost estimating, California DOT approvals, hydraulics analysis and preliminary environmental scoping. Edited final reports for each bridge that included detailed recommendations, cost estimates and written justifications for either rehabilitation or replacement.

Construction Management Experience

- Ridge Road Reconstruction Management CM, PIC - Sierra County
- Avenue 312/Betty Drive Widening (Phase 2A) CM, PIC - Tulare County
- Betty Drive Railroad Grade Separation (Phase 2B) CM, PIC - Tulare County
- SR 269/Avenal Landfill Turn Lane CM, PIC - Avenal
- Hyampom Road Reconstruction CM, PIC - Trinity County
- SR 132/Bird Road Interchange PS&E, Construction Services PIC - San Joaquin County
- SR 151/Shasta Dam Blvd (Locust Ave to Washington Ave and Washington Ave to Oregon Ave) Improvements CM, PIC - Shasta Lake
- SR 299/XL Ranch Turn Lane CM, PIC - Modoc County
- Warner Street Truck Route CM, PIC - Alturas
- Annual Overlay Project CM, PIC - Redding

Russell Wenham, PE, TE, PTOE, QSD/QSP

Project Role
Construction Manager

Registration/Affiliations
- Civil Engineer, CA #43162
- Traffic Engineer, CA #2494
- Professional Traffic Operations Engineer, CA #2533
- California Water Board QSD/QSP, CA #00435
- American Society of Civil Engineers
- American Public Works Association
- CSU Chico Civil Engineering Department - Professional Advisory Board
- Construction Management Association of America

Education
- BS, Civil Engineering - CSU Chico
- Additional 15 units of Graduate studies - CSU Sacramento (Water Resources and Urban Planning)
- Over 250 hours of Executive Leadership training

CM/RE Training
- Construction Claims
- California Water Board QSD/QSP
- Caltrans RE Academy
- Certified Stormwater Inspector
- Caltrans Section 39
- RWQCB General Permit
- Coordinating Project Utilities
- Federal Aid During Construction
- Clean Water Act Section 401
- DBE Good Faith Efforts

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Qualifications

Russell Wenham will serve as Project Manager. He has over 30 years of experience overseeing projects including PS&E's, traffic management plans, stage construction plans, and turn-key construction management and inspection services throughout the state, many of which involved federal funding. In addition, he brings a unique knowledge of Caltrans' policies and procedures, having served as Deputy District Director of District 2 for 10 years. As the head of Omni-Means construction management/support services department, he oversees personnel and maintains an active training program to ensure all staff are up to date on the latest guidelines.

Project Experience

- **Healdsburg Avenue Bridge over the Russian River Rehabilitation - Healdsburg.** Construction Manager. The project includes rehabilitation of a 95-year old steel truss bridge, including repainting, strengthening, deck replacement and bent replacement. The project requires extensive submittals, shop drawings, environmental requirements and schedule management (Approx. value $12.5M).
- **Old Fibreboard Road Little Truckee River Bridge Replacement - Sierra County.** Construction Manager. The project included replacement of a small bridge in a remote location at a high elevation, including a temporary bridge, a sensitive environmental context and accelerated schedule (Approx. value $2M).
- **Betty Drive/Avenue 312 Realignment (Phases 2A & 2B) - Tulare County.** Construction Manager/Resident Engineer. The two end-to-end projects provided new local roads, master-planned utilities, a new RR grade separation and widening Avenue 312 to expressway standards. The project required community coordination, utility coordination and RR coordination (Approx. value for Phases 2A & 2B $12M).
- **SR 99/Fulkerth Road Interchange - Turlock.** Project Manager/Project Engineer. The project includes reconstruction and widening of an existing interchange to meet future traffic demands. Project features include tie-back retaining walls, traffic signals, ramp metering, storm-water retention and utility relocations (Approx. value $10M).
- **I-5/Deschutes Road Interchange - Anderson.** Project Manager/Project Engineer. The project included adding a new off-ramp, widening the local roads and construction of a five-leg roundabout. Project features include a tie-back retaining wall, traffic signal modification, extensive utilities and landscaping (Approx. value $6M).

Caltrans Project Delivery

- **I-5 Realignment (2 miles) - Lakehead.** Resident Engineer. The project included new freeway alignment for 2 miles with large drainage systems and approximately 1-million cubic yards of excavation. Project features included retaining walls, a temporary haul bridge, extensive stage construction, and an environment with heavy rainfall (Approx. 2015 value $45M).
- **Program Manager for all SHOPP and Minor Program Projects.** Manager. Responsibilities included setting priorities for all SHOPP and Minor Program projects delivered in District 2. Projects included bridge replacement, buildings, pavement rehabilitation, landscaping, storm damage and roadside rest areas (Approx. value $40M/year).

Mark Darnall, PE

Project Role
- Resident Engineer
- Structures Representative

Registration/Affiliations
Civil Engineer, CA #44512

Education
- AS - Sierra College, Rocklin
- BS - Civil Engineering, CSU Sacramento
- Office of Structure Design Bridge Academy - Sacramento

Presentations
- Precast Concrete Institute
- PCMAC
- American Concrete Institute

Specialty
Structural engineering and construction management, claims avoidance and pile mitigation plans.

Class Instructor
Instructor for the driven pile portion of the Foundations Training Class in 1995 and again in 2007 responsible for re-writing the chapter on driven piles and the associated appendices for Caltrans' Foundation Manual.

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Qualifications

Mark Darnall is an Engineer with over 30 years of structures experience. Prior to joining Omni-Means, he was a Caltrans structure representative. He began his career with Caltrans in San Diego in 1985 where he spent over 6 years in the Foundations Investigation Branch, travelling throughout the state drilling and logging exploratory drillings relative to the design of future bridge and structure projects. He then spent 7 months rotating through the Office of Structure Design, after which he transferred to the Redding area. One of his most interesting projects includes the construction of a new freeway alignment in San Diego County, where portions of 5 different structures were built on grade with excavation to the new alignment taking place after completion of the structure.

Project Experience

- **Old Fibreboard Road Little Truckee River Bridge Replacement CM - Sierra County.** Claim Support.
- **Healdsburg Avenue Bridge over the Russian River Construction Management - Healdsburg.** Assistant RE. Claim resolution and CCO support.
- **Betty Drive Railroad Grade Separation (Phase 2B) PS&E and CM - Tulare County.** Claim Resolution.
- **Antlers Bridge Replacement Project - Shasta County.** Senior Resident Engineer. Project included the construction of a $125M 5-span, cast in place, balanced cantilever construction structure over Lake Shasta. Project required extensive temporary infrastructure including multiple trestles, soldier beam & tie back walls.
- **Lost River Bridge Replacement - Siskiyou County.** Resident Engineer/ Structure Representative. Project included the replacement of the Bridge with a 3-span pre-cast girder bridge. The project also included, by change order, the construction of an at grade railroad crossing (Approx. value $5M).
- **Stuart Fork, East Fork Stuart Fork, Cayton Creek Bridge Replacements (3 Bridges) - Trinity County.** Resident Engineer/ Structure Representative. Bridge types included single span slab precast girder and widening of existing steel beam bridge. Staged construction, various falsework configurations both conventional and other, and temporary retaining structures were utilized (Combined value was approx. $7M).
- **Hayfork Creek Bridge Replacement - Hayfork.** Resident Engineer/ Structure Representative. Project included the replacement of the existing bridge with a 2-span box girder bridge. Temporary structures included soldier beam walls and falsework installation within the riverbed. Other aspects of the project included sidewalks, curbs and gutters, various drainage facilities and paving (Approx. value $5M).
- **Sacramento River Bridge Replacement - Anderson.** Resident Engineer/Structure Representative. Project included the replacement of the existing I-5 bridge with a 4-span structure. The structure was built both segmentally and in multiple stages. Pre-cast girders were utilized with cast in place closures and deck. River access was by way of a work pad made of spawning gravel. Temporary works included various retaining walls, trestle over water, falsework and cofferdams for pile installation within the river (Approx. value was $17M).

Brandon Tenney, PE, QSD/QSP

Project Role
Office Engineer Support

Registration/Affiliations
- Civil Engineer, CA #83928
- California Water Board QSD/ QSP, CA #83928

Education
BS, Civil Engineering - CSU Chico

Professional Skills
- Infrastructure Design
- Land Development/Design
- Planning
- Construction Document Preparation
- Construction Inspection
- Contract Administration
- Grading Design
- Roadway Design
- Surveying and Construction Staking
- Tentative Map Preparation
- Transportation/Traffic Modeling

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Qualifications

Brandon Tenney is an experienced inspector, office engineer and resident engineer. He is an expert at labor compliance management, pay requests, change orders and records management. As an office engineering on dozens of projects, Mr. Tenney ensures the records are complete, accurate and ready for any review/audit. He has been through every aspect of a construction project, from preliminary design, to surveying, design, construction, and contract administration, and project closeout.

Relevant Experience

- **Old Fibreboard Road Little Truckee River Bridge Replacement - Sierra County.** Assistant Resident Engineer. Replacement of an old railcar bridge with a modern cast-in-place post-tensioned box girder bridge. Coordinated all pay requests, RFI's, submittals, shop drawings and labor compliance activities. Responsible for all California DOT Local Assistance paperwork and ensuring all project records meet the requirements of FHWA. The project is 100% funded through FHWA.
- **Ridge Road Reconstruction - Sierra County.** Assistant RE. Assisted with pre, during and post construction services for this federal aid project.
- **Healdsburg Avenue Bridge over the Russian River - Healdsburg.** Assistant RE.
- **Betty Drive Phase 2A Improvements - Tulare County.** Assistant RE.
- **Betty Drive Phase 2B Grade Separation - Tulare County.** Assistant RE. New roadway alignment through the community of Goshen. Coordinated utilities, UPRR inspection, submittals, RFI's, ADA requirements and complex traffic handling/stage construction.
- **Clear Creek Bridge Widening at Horsetown - Shasta County.** Designer/Resident Engineer for the construction phase. Bridge widening project from the grant stage to final construction close-out. The project is in a rugged area that required complete avoidance of any impacts to the critical salmon spawning habitat in Clear Creek.
- **Sacramento River Bridge Replacement at Olney Creek - Anderson.** Designer. Assisted with project management, utility coordination, and preparation of the contract documents.

Construction Management Projects

Federal Aid/Funded Projects
- **7th Street Safe Routes to School - Avenal.** Assistant RE.
- **Bruce Street Safe Routes to School PS&E - Anderson.** Assistant RE.
- **Emily Street Safe Routes to School - Anderson.** Assistant RE.
- **Hyampom Road Reconstruction - Trinity County.** Assistant RE.
- **Warner Street Truck Route - Alturas.** Assistant RE.
- Mary's Drive Widening PS&E - Weed
- Montana Street Safe Routes to School PA/ED and PS&E - Shasta Lake
- SR 151 (Washington to Oregon) and (Locust to Washington) Improvements PS&E - Shasta Lake
- SR 273/3rd Street Traffic Signal and PS&E - Anderson

Other Relevant Construction Management Projects
- Anderson River Park Amphitheater PS&E and CI - Anderson
- Annual AC Overlay Program Construction Inspection - Sutter County
- Annual Seal Coat Project (3 projects) CI - Sutter County
- City On-Call Construction Inspection - Anderson and Redding

Craig Newton

Project Role
Office Engineer Support

Registration/Affiliations
- CM Association of America Member
- UC Davis Construction Management Certificate Program Advisory Board

Education
- BA, Geography - CSU Sacramento
- Graduate Certificate, Geographical Information Science - University of Southern California
- Construction Management Certification Program - UC Davis

CM/RE Training
- California Water Boards QSP 2 Day Training
- Caltrans RE Academy

Specialties
- Extensive experience in construction management and inspection.
- Manages geospatial production applications, standards, and education.

Software Expertise
- ArcView GIS
- AutoCAD Civil 3D
- AutoCAD Raster Design
- AutoCAD Map
- AutoTurn
- GuideSign
- AutoCAD Land Desktop (LD)

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Qualifications

Craig Newton has been with Omni-Means for over 20 years and is a Associate and Senior Project Manager on bridge and roadway, design and construction projects. He has over 30 years of experience providing input into all phases of public works projects typically involving planning and design development, contract document preparation, estimating cost, report preparation, and submittals to review agencies and utility purveyors. Mr. Newton provides several specialties; one is construction management and support services, so when moving into construction, he prepares and coordinates the stage construction/traffic control plans and works with the contracting engineer to develop the phased construction process.

Project Experience

- **Little Truckee River Bridge Replacement Construction Management - Sierra County.** Assistant Construction Manager and Assistant RE.
- **Ridge Road Reconstruction Management - Sierra County.** Assistant Construction Manager and Assistant RE.
- **Healdsburg Avenue Bridge over the Russian River Construction Management - Healdsburg**
- **Betty Drive Phase Phases 2/2A/2B, Construction Management - Tulare County.** Design Engineer/Inspector. Provided stage construction quality control and construction inspection.
- **Annual Seal Coat Project (4 Projects) On-Call Inspection - Sutter County.** Assistant RE.
- **Avenal Landfill Site Access/SR 269 Widening Improvements - Avenal.** Lead Project Engineer and Project Manager. Roadway design, project management, construction management for widening of rural state highway to provided access to a regional landfill.
- **Avenue 416/Kings River Bridge Replacement PS&E - Tulare County.** Lead Roadway Engineer and Project Manager. Roadway design, project management, stage construction, construction support services for replacement of a 750' long bridge over the Kings River.
- **I-80/Sierra College Blvd. Interchange PSR, PA/ED, PS&E - Rocklin.** Design Engineer. Provided design and construction support services.
- **Reservation Road Safety Project - Tulare County.** Lead Engineer and Project Manager. Roadway design, project management, construction support services for the construction of passing lanes and pull-outs on a rural road east of Porterville.
- **Rocklin Road Traffic Improvements (between Grove Street and Aguilar Road) - Rocklin.** Project Engineer/Construction Services. Grading and Traffic Control Plans, Construction Support Services.
- **Sierra College Boulevard Widening (Rocklin Road to Taylor Road) - Rocklin.** Design Engineer. Provided project design and construction support services.
- **SR 65/Blue Oaks Boulevard Interchange PSR, PR, PS&E - Rocklin.** Design Engineer. Provided project design and construction support.
- **SR 99/Central Galt Interchange PA/ED, PS&E - Galt.** Lead Design Engineer. Performed the civil engineering design functions including layout, profiles, grading, and staging. He also prepared the cost estimates, reviewed the specifications, and provided construction support.
- **SR 132/Bird Road Interchange PSR, PS&E - San Joaquin County.** Design Engineer. Provided roadway design and construction support services.

Brian Howard, PLS

Project Role
Construction Staking Quality Assurance

Registration/Affiliations
- Professional Land Surveyor, CA #7250
- California Land Surveyor Association

Education
- AS, Engineering - College of the Siskiyous, Weed
- BS, Survey and Photogrammetry - CSU Fresno
- Certification/Continued Education
  - Advanced BLM Cadastal Workshop
  - Water Boundaries for California Land Surveyors
  - Hypack Hydrographic Training Seminar

Software/Equipment Expertise
- Trimble R-8 GPS Receivers
- Trimble S-6 Robotic Total Stations
- Trimble 5700 GPS Receivers
- TSC2 Survey Controllers
- Digital Level
- Differential Levels
- Needed Accessories
- Trimble Geomatics Office
- AutoDesk Civil3D

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Qualifications

Brian Howard is in charge of scheduling of field and office personnel and project management. Throughout his 28-year career, he has performed surveying and right of way engineering on a full range of surveying work including Chainman, Instrumentman and Party Chief.

Mr. Howard has extensive experience with topographic, boundary and construction surveying as well as experience with geodetic and photogrammetric control, hydrographic surveying and aids to navigation, optical tooling and machine alignment and movement and settlement surveys. He has surveyed in all types of environments from the highly industrial settings of Chemical Plants, Steel Mills and Oil Refineries to remote areas staking slide repairs or establishing boundary lines in the vast majority of California's Counties from Orange and Riverside to Modoc and Siskiyou.

Project Experience

- **Ridge Road Reconstruction - Sierra County.** Surveying QA.
- **Healdsburg Avenue Bridge over the Russian River Construction Management - Healdsburg.** Survey Manager.
- **Cassel-Fall River Road Bridge at Pit River Bridge Replacement, Fall River Mills - Shasta County.** Survey Manager.
- **Brownsville Road Bridge over New York Creek - Yuba County.** Construction staking services.
- **Bridge over Trinity River at Eagle Creek Loop Road Construction Staking - Trinity County.** Survey Manager. Layout of abutments, piers, and approach roads.
- **County Road 69 Bridge over Pit River - Modoc County.** Party Chief. Provided construction staking services.
- **County Road 86 Bridge Replacement - Modoc County.** Survey Manager.
- **LaPorte Road Bridge over New York Creek - Yuba City.** Construction staking services.
- **Rawson Road Bridge over Red Bank Creek - Red Bluff.** Construction staking services.
- **Trinity River near Coffee Creek Staking for Construction of Bridges - Trinity County.** Construction staking services.
- **Wheel Gulch Restoration Project at Trinity River - Trinity County.** Survey Manager. Construction staking, monument preservation, and as-built survey for the construction of the Wheel Gulch Restoration Project.
- **Twin View Boulevard Bridge over Churn Creek - Redding.** Construction staking services.
- **Bridge over Van Duzen River near Zenia Construction Staking - Trinity County.** Survey Manager. Layout of abutments, piers, and approach roads.
- **Bowman Road Bridge over West Fork of Cottonwood Creek - Tehama County.** Project Surveyor/Party Chief. Provided construction staking for the construction of a 460 feet, three span, and curved bridge. The project also included 3,000 feet of approach and side roads. Performed all field work on this project as a one man crew using GPS and Robotic Total Station instruments.
- **Sacramento Drive Bridge Replacement at Olney Creek - Redding.** Survey Manager.

Grace Sarmiento

Project Role
Labor Compliance Officer

Registration/Affiliations
Certified Notary Public - State of California

Education
- AA, Civil Engineering - Diablo Valley College
- Computer Networking Technology - Diablo Valley College, San Ramon
- CISCO Network Administration - Diablo Valley College, Concord
- Computer Science - Angeles University, Philippines

Professional Skills
- Construction Administration Support
- Labor Compliance
- EEO Reports
- Construction File Management

Summit Associates

Qualifications

Grace Sarmiento has over 20 years of experience in construction and office administration support. Her administrative experience includes office engineering, labor compliance, technical writing, and document control. She has assisted clients with contract compliance services with tasks including reviewing certified payrolls, fringe benefit statements, EEO, and ARRA reports. Her experience also includes assisting the Resident Engineer with preparation, expediting and distribution of project documentation, file set-up and management, monthly progress pay estimate preparation, project status reporting, and maintenance of all project tracking logs. She possesses thorough understanding of the construction process, the ability to organize, prioritize and multi-task, and the ability to identify and solve problems. She demonstrates attention to detail and accuracy, communicates clearly, both orally and in writing, possesses analytical skills and works independently or with a team in a fast-paced construction environment. Her extensive experience covers many aspects of the interface between computer software and document control systems.

Project Experience

- **Ridge Road Rehabilitation - Sierra County.** Provided Labor Compliance support on $2 million Sierra County project which featured 2.6 miles of roadway rehabilitation. Responsible for the review of certified payrolls, statement of compliance, fringe benefit statements, and preparation of monthly reports. Project included existing pavement recycle, placement of 4” new asphalt concrete, construction of reinforced concrete slab, existing metal bear guardrail and culverts replacement, and road widening at wet ravine.
- **Old Fibreboard Bridge Replacement at Little Truckee River - Sierra County.** Provided Labor Compliance support on project which featured removal and replacement of the Old Fibreboard Bridge at the Little Truckee River, located in Sierra County west of SR89 between Truckee and Sierraville. Responsible for review of certified payrolls, statement of compliance, fringe benefit statements, and preparation of monthly reports. Work consists of installation of single lane temporary detour bridge, removal and salvage of the existing rail car bridge, earthwork, construction of single span, cast-in-place, pre-stressed reinforced concrete box girder bride on CIDH pile foundations, grading, roadway construction, detour removal and soil stabilization.
- **Dorsey Drive Interchange Improvements - Grass Valley.** Currently providing Labor Compliance support on project which includes widening the overcrossing from two to three lanes with two designated left turn lanes, construction of new on- and off-ramps for access to Route 20/49, and construction of auxiliary lanes on Route 20/49 to the Idaho-Maryland and Brunswick Road interchanges. Responsible for the review of certified payrolls, statement of compliance, fringe benefit statements, and preparation of monthly reports.
- **Summit Associates’ Western Federal Lands Highway Administration Contract No. DTFH70-10-D-00014 (2010-2016), Various Projects, WY, ID, OR, WA, AK, and MT.** Labor Compliance officer on various projects under the five year, $10 million federal contract with Western Federal Lands Highway Administration. Responsible for the contract’s labor compliance with tasks including preparation and review of certified payrolls, fringe benefit statements, and quarterly ARRA reports.

Meredith Branstad, PLA, ISA

Project Role
Biological Monitoring Senior Review

Registration/Affiliations
- Licensed Landscape Architect, CA #5122, NV #803
- ISA Certified Arborist, #WE 6727A
- ESA Section 10(a)(1)(A) Permittee for Vernal Pool Shrimp Permit, #TE-810380-5
- California Department of Fish and Wildlife (CDFW) Scientific Collecting Permit, #SC-10824
- California Endangered Species Act, Native Plant Protection Act, Plant Voucher Collecting Permit, #2081(a)-15-114-V

Education
- BS, Landscape Architecture (Highest Honors) - UC Davis
- BS, Wildlife, Fish, and Conservation Biology (Highest Honors) - UC Davis

Training
- Biology and Management of the California Red-Legged Frog Workshop, June 2013
- Vernal Pool CRAM Training, April 2012

FOOTHILL ASSOCIATES
ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

Qualifications

Meredith Branstad is a Senior Biologist and Vice President of Foothill Associates. She has managed a wide array of projects including biological assessments, wetland delineations, focused special-status species surveys, habitat assessments, biological monitoring of sensitive resources, mitigation planning and monitoring, nesting raptor surveys, assessing environmental impacts, and writing technical documents detailing survey results. She routinely works with construction contractors to lead Worker Environmental Awareness Training, as well as construction monitoring and reporting for environmental compliance. Through these resource planning efforts, Ms. Branstad has experience coordinating with multiple agencies and local municipalities to ensure project compliance with applicable state, federal, and local regulations specifically the California and Federal Endangered Species Acts, Section 404 of the Clean Water Act, Section 1600 of California Fish and Wildlife Codes as well as local regulations and General Plan policies. She has extensive experience consulting with multiple regulatory agencies in support of permit applications and compliance.

Project Experience

- **Silva Valley Parkway/US Highway 50 Interchange - El Dorado County.** Performed focused surveys for a number of special status plant and animal species, including valley elderberry longhorn beetle, for this interchange project located in western El Dorado County. Prepared maps of existing habitat and assessment of project impacts in the Environmental Impact Report update. Following completion of the CEQA process, completed a focused tree survey identifying trees that would be impacted by the proposed project and day and night protocol surveys for California red-legged frog. Conducted the worker awareness training and managed biological monitoring during construction.
- **Promontory Village 8 - El Dorado Hills.** Managed the wetland delineation, biological assessment, and construction monitoring for this residential development. This included modified protocol surveys for California red-legged frog, western pond turtle, and burrowing owl. Also coordinated with regulatory agencies regarding monitoring and construction practices in relation to a nearby golden eagle nest.
- **Saratoga Estates - El Dorado Hills.** Assisted with the biological resource assessment and wetland delineation for this 122-acre project and conducted the oak tree and oak woodland assessment. Then conducted protocol surveys for California red-legged frog, burrowing owl, valley elderberry longhorn beetle, and rare plants.
- **NID Irrigation District Aquatic Weed Annual Monitoring - Nevada County.** Completed the annual pre-application monitoring for California red-legged frog, western pond turtle, and foothill yellow-legged frog at four canal sites prior to aquatic herbicide applications.

Kelly Bayne, ISA

Project Role
Biological Monitoring Senior Review

Registration/Affiliations
- ISA Certified Arborist, #WE-7741A
- USFWS Recovery Permit for California Tiger Salamander, California Red-Legged Frog, and Vernal Pool Branchiopods, #TE-185595
- CDFW Scientific Collecting Permit, #801074-03
- CDFW, Rare, Threatened, and Endangered Plant Collecting Permit, #09053

Education
MS, Forestry Sciences - California Polytechnic State University, San Luis Obispo

Training
- Advanced Hydric Soils, Wetlands Training Institute
- CRAM Vernal Pool Training
- US Army Corps of Engineers Wetland Delineation Training Program, Richard Chinn Environmental Training Inc., Sacramento
- WPT training
- Southwestern Willow Flycatcher workshop and Bird identification class
- Introduction to Plant Families, UC Berkeley
- Plant tax class using new Jepson Manual, UC Davis
- Botany lab and field class, Sacramento City College
- Asteraceae family taxonomy class, Chico Herbarium

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Qualifications

Kelly Bayne is experienced in planning and conducting biological surveys, supervising field crews, documenting results, and negotiating resolutions with regulatory agencies. Ms. Bayne works closely with federal and state agencies, including the US Fish and Wildlife Service (USFWS), US Army Corps of Engineers (USACE), and California Department of Fish and Wildlife (CDFW). She has over ten years of experience preparing state and federal permit applications, biological assessments, jurisdictional delineations, botanical and biological reports, constraints analyses, and biological sections of California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) documents. Ms. Bayne has over 14 years of experience in conducting fieldwork throughout California, including special status plant and wildlife surveys, such as USFWS protocol level California tiger salamander (CTS), vernal pool branchiopod, and California red-legged frog (CRLF) (Recovery Permit Number TE-185595) surveys, delineations of waters of the US, plant community mapping, habitat assessments, arborist surveys (ISA Certification Number WE-7741A), environmental awareness training, and preconstruction and construction monitoring for special status wildlife and sensitive habitat types.

Project Experience

- **Auburn Lake Trails Water Treatment Plant - El Dorado County.** Protocol level breeding season CRLF surveys.
- **Promontory Village 8 - El Dorado Hills.** Conducted preconstruction bird and bat surveys, modified protocol level breeding season CRLF surveys, golden eagle nest monitoring, and protocol level burrowing owl surveys. Monitor construction activities.
- **El Dorado Hills 52 - El Dorado Hills/El Dorado County.** Conducted delineation, botanical, and protocol level breeding season CRLF surveys. Prepared Biological Resources Assessment, Wetland Delineation, and Wetland Design Setback Letter Report.
- **Promontory Open Space - El Dorado Hills/El Dorado County.** Conducted biological, botanical, delineation, and protocol level breeding season CRLF surveys. Prepared Delineation, Biological Resources Assessment, and CRLF Breeding Survey Report.
- **Rancho Dorado - El Dorado County.** Conducted biological and botanical surveys, wetland delineations, and protocol level breeding and non- breeding season CRLF surveys. Prepared Biological Resources Assessment, Wetland Delineation, Wetland Design Setback Letter Report, and Protocol Level CRLF Breeding and Nonbreeding Survey Report.
- **Saratoga Off-site Improvements - El Dorado Hills/El Dorado County.** Conducted biological and protocol level breeding and nonbreeding season CRLF surveys. Prepared Biological Letter Report and CRLF Breeding and Nonbreeding Letter Report.

Charlotte Marks, ISA

Project Role
Biological Monitoring Bird Survey

Registration/Affiliations
- International Society of Arboriculture (ISA) Certified Arborist, #WE-10519A
- California Department of Fish and Wildlife (CDFW) Rare Plant Collecting Permit, #2081(a)-14-033-V
- Member of the Wildlife Society, Sacramento-Shasta Chapter
- Member of the International Society of Arboriculture, Western Chapter

Education
BS, Wildlife Fish and Conservation Biology - UC Davis

Training
- California Tiger Salamander Handling and Training with Jeff Alvarez, 2009
- California Red-Legged Frog Handling and Training with Jeff Alvarez, 2009
- California Tiger Salamander Training, Elkhorn Slough Preserve, Monterey County, 2008
- Wetland Delineation Training Certificate, Wetland Training Institute, Basic Wetland Delineation Course, 2008.

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ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

Qualifications

Charlotte Marks is a biologist with over eight years of environmental consulting experience working on a wide array of projects. She has extensive experience in the preparation and technical writing of environmental documents, which includes writing biological sections for Initial Study/ Mitigated Negative Declarations (IS/MND), Tribal Environmental Impact Reports (TEIR), Environmental Impact Reports (EIR), and Environmental Impact Statements (EIS). As a biologist, she has experience with a variety of species and conducting biological resource assessments, wetland delineations, special-status species surveys, and arborist surveys. Ms. Marks also has experience in project management and development, as well as editing and overseeing technical report writing.

Project Experience

- **Auburn Lake Trails Water Treatment Plant - El Dorado County.** Conducted protocol-level breeding season California red-legged frog (CRLF) surveys.
- **Carson Creek Unit 2 - El Dorado County.** Conducted on-site CRLF surveys and assisted in the compilation of the Biological Resource Assessment Report and Wetland Delineation Report in support of the proposed development.
- **Circle S Ranch - Napa County.** Conducted CRLF protocol-level surveys, night and day, and were conducted during both the breeding and non-breeding seasons. A protocol species survey report for CRLF was compiled for the property.
- **Walt Ranch - Napa County.** Conducted CRLF protocol-level surveys, night and day, and were conducted during both the breeding and non-breeding seasons. A protocol species survey report for CRLF was compiled for the property.
- **Hollister Pipeline - Hollister.** Conducted pre-construction surveys for American badger, San Joaquin kit fox, California red-legged frog, burrowing owl, and nesting birds.
- **Carson Creek Unit 1 - El Dorado County.** Conducted on-site construction monitoring along waterways and for special-status species in support of the California Department of Fish and Wildlife, Streambed and Alteration Agreement for the development.
- **Rancho Laguna - Contra Costa County.** Conducted an arborist survey for the proposed sewer alignment associated with the adjacent residential development project site.
- **Millerton Road Widening - Fresno County.** Conducted protocol-level surveys for vernal pool branchiopods under the permit of another biologist, wetland delineations, and general biological and botanical surveys within the project site along Millerton Road.
- **Hollister Wastewater Treatment Plan (DWTP/IWTP) - San Benito County.** Conducted pre-construction surveys for pallid bat, burrowing owl, and San Joaquin kit fox.

Zachary Neider

Project Role
Biological Monitoring Frog Survey

Registration/Affiliations
- California Endangered Species Act, Native Plant Protection Act, Plant Voucher Collecting Permit, #2081(a)-16-089-V
- California Native Plant Society, Member

Education
BS, Environmental Sciences: Ecological Restoration - Humboldt State University, Arcata

Certifications/Training
- Utility Arborist/Working in Trees, ACRT, 2015
- Plant Taxonomy, HSU 2014 with Michael Messler using the new Jepson Manual, 2014

FOOTHILL ASSOCIATES
ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

Qualifications

Zachary Neider is a biologist with a focus on botany, watershed management, and restoration. Mr. Neider's experience includes plant identification and monitoring, assessing biological resources and constraints within different ecological communities, and surveying for rare plants and wildlife. He has worked closely with land owners as well as agencies including the US Fish and Wildlife Service (USFWS) and the Bureau of Land Management (BLM). Mr. Neider is an active member of the California Native Plant Society and often volunteers as a docent.

Project Experience

- **King Road Widening Nesting Bird Survey - Placer County.** Conducted a pre-construction nesting bird survey of the approximately 0.3-mile long project site at King and Auburn-Folsom Roads in an unincorporated part of Placer County.
- **City of Rocklin Open Space Monitoring - Rocklin.** Conducted floristic monitoring of vernal pools as well as residual dry matter sampling throughout the city's five open space preserves.
- **Auburn Recreation District (ARD) 24-Acres Site - Auburn.** Assisted in a significant tree and biological constraints survey of the approximately 24-acre site to be developed adjacent to Auburn Regional Park.
- **Hidden Falls Regional Park - Auburn.** Assisted in the delineation of waters of the United States on a project site within Hidden Falls Regional Park. Also assisted in the assessment of biological resources and communities with a focus on identifying possible listed plant and animal species in the project area.
- **Restoration Analysis and Recommendations for Manila Dunes - Manila.** Plot sampled and inventoried species around the dunes Manila, CA in order to make recommendations for native species recovery due to invasive grasses. Created a timeline for the physical work of the project and recovery of native species.
- **Gravel Bar Restoration along Mad River - Blue Lake.** Surveyed and mapped an abandoned gravel pit along the Mad River with GIS/ArcMap, making recommendations and creating theoretical maps of how to restore the pit with native flora and fauna and bring it back to its natural floodplain.
- **Dry Site Redwood Study, HSU - Arcata.** Planted, mapped, and inventoried various Redwood saplings in a plot owned by Green Diamond Resource Company in Korbel, CA for the future monitoring of survival ability of Coast Redwoods in relation to climate change.

Jeremy Zorne, PE, GE

Project Role
Materials Testing Project Manager

Registration/Affiliations
- Civil Engineer, CA #60936
- Geotechnical Engineer, CA #2636

Education
- MS, Civil Engineering (Geotechnical), CSU Sacramento
- BS, Civil Engineering, CSU Sacramento

Certifications/Training
- OSHA 40-Hour HAZWOPER
- Nuclear Density Gauge

GEOCON

Qualifications

Jeremy Zorne has been with GEOCON for his entire 19 year professional career. His diverse project experience includes water/wastewater treatment and distribution facilities, transportation infrastructure (roadways, bridges, and retaining walls), educational facilities, parks and recreation facilities, commercial/industrial development, and residential development. Mr. Zorne is known for responsive service and dedicated to providing cost-effective, practical solutions for difficult geotechnical challenges. He is currently managing several on-call contracts for the following agencies: Yolo County, Placer County, Placer County Water Agency, City of Dixon, City of Sacramento, California Department of Parks and Recreation, California Department of General Services, and the University of California, Davis.

Project Experience

- **6th Street Bridge Replacement - Biggs.** Project Manager over the Quality Assurance (QA) materials testing and sampling services in accordance with contract specifications and City of Biggs Quality Assurance Program (QAP). Oversaw preparation of a Materials Certificate to Caltrans in accordance with the City's QAP. QA services included compaction testing of culvert backfill, roadway subgrade and aggregate base, and hot mix asphalt (HMA); concrete sampling and compressive strength testing; and HMA mix design verification. The project replaced the existing one-lane concrete/wood bridge built in 1935 with a new, two-lane, reinforced concrete double box culvert bridge with integrated wingwalls.
- **Johnny Cash Trail and Bridge - Folsom.** Managed the original and supplemental geotechnical investigations for the project, which provided bicycle and pedestrian access across the new Folsom Lake Crossing Road to Folsom Lake near the Folsom Prison complex. Also provided geotechnical testing and observation services during earthwork construction of the bridge approach fill embankment. The supplemental geotechnical investigation was conducted after completion of the embankment fill, when the bridge type and design configuration changed.
- **Sacramento River Viaduct Rehabilitation - Sacramento.** Project Manager overseeing field in-place density testing of Polyester Concrete Overlay (PCO) and laboratory testing of PCO aggregate, and field in-place density testing of High Friction Surface Treatment (HFST) and laboratory testing of HFST aggregate. Field and laboratory tests were performed by qualified personnel under the responsible charge of a Registered Civil Engineer in general conformance with Caltrans and/or American Society for Testing and Materials (ASTM) standard test procedures. GEOCON provided Quality Assurance (QA) materials testing services for a portion of the Sacramento River Viaduct project, which consisted of placing pavement overlays, replacing bridge joints and correcting drainage on the Sacramento River Viaduct along U.S. Highway 50 (US-50) between the cities of Sacramento and West Sacramento in Sacramento and Yolo Counties, California.
- **City of Folsom Parks and Recreation - Folsom.** Project Manager services for the ongoing geotechnical and materials testing services for the design of the expanding trail system. To date, GEOCON has provided geotechnical engineering and materials testing services for new trail alignments totaling over 30 miles including twelve bicycle/pedestrian bridges and two box-culvert crossings.

Robert Dail

Project Role
Senior Materials Technician/Field Services Manager

Certifications/Training
- Caltrans Certified Tester
- ACI Concrete Field Testing Technician, Level I
- Nuclear Gauge

Qualifications

Robert Dail has 26 years of experience performing a variety of inspection and testing services during construction of public works and large commercial projects. Daily responsibilities have included testing, observing, and reporting of work in progress with respect to project plans and specifications, plan reading, writing daily reports, attending project-related meetings, and communicating effectively with project managers, engineers, architects and construction managers. Additionally, Mr. Dail supervises the laboratory testing of construction samples and maintains quarterly records for participation in National Laboratory Accreditation programs. He is a Caltrans-certified field tester with extensive experience in Caltrans test methods and procedures. He is currently providing materials testing services for the following on-call contracts: Napa County, Yolo County, Tehama County, and University of California at Davis.

Project Experience

- **6th Street Bridge Replacement - Biggs.** Conducted Quality Assurance (QA) materials testing and sampling services in accordance with contract specifications and City of Biggs Quality Assurance Program (QAP), and assisted in preparing a Materials Certificate to Caltrans in accordance with the City's QAP. QA services included compaction testing of culvert backfill, roadway subgrade and aggregate base, and hot mix asphalt (HMA); concrete sampling and compressive strength testing; and HMA mix design verification. The project replaced the existing one-lane concrete/wood bridge built in 1935 with a new, two-lane, reinforced concrete double box culvert bridge with integrated wingwalls.
- **Sacramento River Viaduct Rehabilitation - Sacramento.** Provided field in-place density testing of Polyester Concrete Overlay (PCO) and laboratory testing of PCO aggregate, and field in-place density testing of High Friction Surface Treatment (HFST) and laboratory testing of HFST aggregate. Field and laboratory tests were performed by qualified personnel under the responsible charge of a Registered Civil Engineer in general conformance with Caltrans and/or American Society for Testing and Materials (ASTM) standard test procedures. GEOCON provided Quality Assurance (QA) materials testing services for a portion of the Sacramento River Viaduct project.
- **Johnny Cash Trail and Bridge - Folsom.** Field Services Manager for geotechnical testing and observation services during earthwork construction of the bridge approach fill embankment. The supplemental geotechnical investigation was conducted after completion of the embankment fill, when the bridge type and design configuration changed. GEOCON provided the original and supplemental geotechnical investigations for the project.
- **On-Call Geotechnical Engineering and Materials Testing Services - Yolo County.** Provide management and materials testing and special inspection under the second of two five-year on-call contracts with the County of Yolo. To date, GEOCON has provided innovative solutions for pavement rehabilitation using various technologies such as full-depth recycling (FDR) with chemical treatment, overlays, geotextiles, and materials testing and inspection in accordance with 2009 Caltrans specifications for more than 30 lane-miles of roadway construction.

GEOCON

Mark Repking, PG

Project Role
Materials Laboratory Manager

Registration/Affiliations
Professional Geologist, CA #8569

Education
BS, Geological Sciences - San Diego State University

Certifications/Training
- Testing Technician, Level I
- Caltrans Certified Tester
- OSHA 40-Hour HAZWOPER
- Nuclear Density Gauge

GEOCON

Qualifications

Mark Repking has 11 years of experience working on a wide variety of geotechnical and environmental projects throughout northern California. He has a multitude of technical experience including geotechnical materials testing, drilling oversight, sample collection, site reconnaissance, footing and foundation inspection, soil and material inspection, laboratory sample analysis, and onsite consultation. Mr. Repking manages the Livermore and Rancho Cordova materials laboratories and ensures that all tests are conducted under proper protocol and that the laboratory maintains its accreditation through US Army Corps of Engineers (USACE), AASHTO Materials Reference Laboratory (AMRL), Cement and Concrete Reference Laboratory (CCRL), California Department of General Services Division of the State Architect (DSA), and the California Department of Transportation (Caltrans).

Project Experience

- **Johnny Cash Trail and Bridge - Folsom.** Provided laboratory testing for the geotechnical investigation and portions of the testing and observation during construction of the trail and bridge that would provide bicycle and pedestrian access across the new Folsom Lake Crossing Road to Folsom Lake, near the Folsom Prison Complex. GEOCON performed a design-level geotechnical investigation for the project. One year later, provided geotechnical testing and observation services during earthwork construction of the bridge approach fill embankment. After completion of the embankment fill, the bridge type and design configuration changed and a supplemental geotechnical investigation for the new design was performed.
- **Sacramento River Viaduct Rehabilitation - Sacramento.** Laboratory Manager for the field in-place density testing of Polyester Concrete Overlay (PCO) and laboratory testing of PCO aggregate, and field in-place density testing of High Friction Surface Treatment (HFST) and laboratory testing of HFST aggregate. Field and laboratory tests were performed by qualified personnel under the responsible charge of a Registered Civil Engineer in general conformance with Caltrans and/or American Society for Testing and Materials (ASTM) standard test procedures. GEOCON provided Quality Assurance (QA) materials testing services for a portion of the Sacramento River Viaduct project, which consisted of placing pavement overlays, replacing bridge joints and correcting drainage on the Sacramento River Viaduct along U.S. Highway 50 (US 50) between the cities of Sacramento and West Sacramento in Sacramento and Yolo Counties.
- **6th Street Bridge Replacement - Biggs.** Laboratory Manager for the Quality Assurance (QA) materials testing and sampling services in accordance with contract specifications and City of Biggs Quality Assurance Program (QAP). QA services included compaction testing of culvert backfill, roadway subgrade and aggregate base, and hot mix asphalt (HMA); concrete sampling and compressive strength testing; and HMA mix design verification. The project replaced the existing one-lane concrete/wood bridge built in 1935 with a new, two-lane, reinforced concrete double box culvert bridge with integrated wingwalls. The new bridge was designed with safety railings, sidewalks, curbs, and gutters. Channel work and wing walls were added to stabilize the steep side slopes.

Stephen Rhoads

Project Role
Materials Technician

Education
BS, Geology - CSU Chico

Certifications/Training
- ACI Concrete Field Testing Technician, Level I
- Caltrans Certified Tester
- Nuclear Density Gauge
- OSHA 40-hour HAZWOPER
- OSHA 8-hour Refresher
- Troxler Hazmat 2016

GEOCON

Qualifications

Stephen Rhoads is a staff geologist and field technician with five years of experience on a variety of materials testing projects. He has worked on numerous private and public projects throughout California. Mr. Rhoads has a multitude of technical experience including materials testing, soil sampling and groundwater sampling, remediation system construction and design, grading and excavating, slope stabilization, and UST, asbestos pipe, and contaminated soil removal.

Project Experience

- **6th Street Bridge Replacement - Biggs.** Conducted Quality Assurance (QA) materials testing and sampling services in accordance with contract specifications and City of Biggs Quality Assurance Program (QAP), and assisted in preparing a Materials Certificate to Caltrans in accordance with the City's QAP. QA services included compaction testing of culvert backfill, roadway subgrade and aggregate base, and hot mix asphalt (HMA); concrete sampling and compressive strength testing; and HMA mix design verification. The project replaced the existing one-lane concrete/wood bridge built in 1935 with a new, two-lane, reinforced concrete double box culvert bridge with integrated wingwalls. The new bridge was designed with safety railings, sidewalks, curbs, and gutters.
- **Folsom Boulevard Streetscape Enhancements, Phase 2A, 2B, and 3 - Rancho Cordova.** Conducted testing and observation services for this project while teamed with the construction management firm. The team was selected by the City of Rancho Cordova to provide construction management, geotechnical testing and observation, and materials testing services for the Folsom Boulevard Streetscape Enhancement Project. The 3-mile-long project, located between Mather Field and Sunrise Boulevard, includes pedestrian and roadway enhancements.
- **Auburn Folsom Road Widening North Phase - Placer County.** Provided Quality Assurance (QA) materials testing services for the North Phase of the Auburn Folsom Road Widening project. The North Phase, which improved Auburn Folsom Road from Bell Drive to Douglas Boulevard in Granite Bay, is the final phase of the widening project. The project included widening Auburn Folsom Road from two lanes to four lanes to handle increasing traffic between the Folsom area, Granite Bay, and Roseville. QA materials testing services include in-place moisture density testing of utility trench backfill, pavement area subgrade, aggregate base (AB) placement and compaction, hot mix asphalt (HMA) placement and compaction, and structural concrete placement for a widened box culvert. All testing was performed in accordance with Caltrans test procedures by Caltrans-certified technicians.
- **Horseshoe Bar Road at Vista Drive Roadway Improvements - Placer County.** Provided materials testing services. The project consisted of a vertical curve correction which required a new retaining wall and pavements structural section. GEOCON provided compaction testing services for utility trench backfill, subgrade, aggregate base (AB) and hot mix asphalt (HMA). GEOCON also provided materials testing and laboratory compressive strength testing for concrete and grout for the new retaining wall. GEOCON's services were performed in accordance with Caltrans test procedures using Caltrans-certified technicians.

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Omni-Means, Ltd.

Indirect Cost Rate: 192.99 * for fiscal period 6/1/15 - 5/31/16

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: County of Sierra

Contract Number: N/A Project Number: BRLO - 5913 (055)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is $ 17,000,000 and the number of states in which the firm does business is 3.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)
Proposed Contract Amount (or amount not to exceed if on-call contract): $ *

Prime Consultants (if applicable)
Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): $ *

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

Summit Associates	$ *
Foothill Associates	$ *
GEOCON, Inc.	$ *
	$
	$

Consultant Certifying (Print Name and Title):

* To Be Completed Prior to Contract Award

Name: Douglas J. Ries, PE

Title: Principal-in-Charge

Consultant Certification Signature **: Douglas J. Ries

Date of Certification (mm/dd/yyyy): 7/8/2016

Consultant Contact Information:

Email: dries@omnimeans.com

Phone number: 916.782.8688

**An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Sierra County
2. Contract DBE Goal: 2.05%
3. Project Description: Construction Inspection and Materials Testing for Jim Crow Road Bridge Rehabilitation
4. Project Location: Jim Crow Road Bridge at North Fork Yuba River
5. Consultant's Name: Omni-Means, Ltd.
6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Labor Compliance	30881	Summit Associates, 2300 Clayton Road, Ste. 1380, Concord, CA 94520, 925.363.5560	2.05%

Local Agency to Complete this Section

17. Local Agency Contract Number:
18. Federal-Aid Project Number:
19. Proposed Contract Execution Date:

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

20. Local Agency Representative's Signature
21. Date
22. Local Agency Representative's Name
23. Phone
24. Local Agency Representative's Title

11. TOTAL CLAIMED DBE PARTICIPATION 2.05 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

12. Preparer's Signature: Douglas J. Ries
13. Date: 7/8/2016
14. Preparer's Name: Douglas J. Ries, PE
15. Phone: 916.782.8688
16. Preparer's Title: Principal-in-Charge

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Sierra County
2. Contract DBE Goal: 2.05%
3. Project Description: Construction Inspection and Materials Testing for Jim Crow Road Bridge Rehabilitation
4. Project Location: Jim Crow Road Bridge at North Fork Yuba River
5. Consultant's Name: Omni-Means, Ltd.
6. Prime Certified DBE: ☐
7. Total Contract Award Amount: *
8. Total Dollar Amount for **ALL** Subconsultants: *
9. Total Number of **ALL** Subconsultants: 3

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Labor Compliance	30881	Summit Associates, 2300 Clayton Road, Ste. 1380, Concord, CA 94520, 925.363.5560	*

Local Agency to Complete this Section

20. Local Agency Contract Number:
21. Federal-Aid Project Number:
22. Contract Execution Date:

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

23. Local Agency Representative's Signature
24. Date
25. Local Agency Representative's Name
26. Phone
27. Local Agency Representative's Title

14. TOTAL CLAIMED DBE PARTICIPATION

$ *

2.05 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

15. Preparer's Signature
16. Date: 7/8/2016
17. Preparer's Name: Douglas J. Ries, PE
18. Phone: 916.782.8688
19. Preparer's Title: Principal-in-Charge

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

* To Be Completed Prior to Contract Award

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

NOTHING TO DECLARE

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10a
(If individual, last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

14. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐ (attach Continuation Sheet(s) if necessary)

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Douglas Ries

Print Name: Douglas J. Ries, PE

Title: Principal-in-Charge

Telephone No.: 916.782.8688 Date: 7/8/2016

Authorized for Local Reproduction

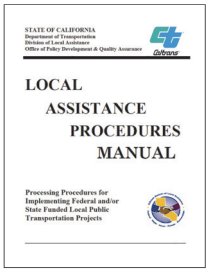
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Omni-Means will provide the construction administration, construction engineering, inspection, materials acceptance testing, environmental monitoring, agency liaison, and budget management services for this project. Omni-Means will provide a Resident Engineer who will act as the main point of contact for all project related matters. Omni-Means will manage the construction work in accordance with the contract documents, environmental requirements, and the applicable standards of the County, State, and FHWA.



At all times Omni-Means will maintain an awareness of, and follow all applicable local, state, and federal requirements, including, but not limited to:

- Project Plans and Special Provisions
- Regulatory Agency Permits
- Title 8 of the California Code of Regulations (Cal-OSHA)
- California Department of Industrial Relations (Labor Compliance)
- California Manual of Uniform Traffic Control Devices (MUTCD)
- Caltrans Construction Manual, Bulletins and Procedure Directives
- Caltrans Code of Safe Practices
- Caltrans Local Assistance Procedures Manual (LAPM)
- Caltrans Local Assistance Program Guidelines (LAPG)
- Caltrans Trenching and Shoring Manual
- Caltrans SWPPP/WPCP Preparation Manual
- Caltrans Construction Site BMP Manual
- Caltrans SWPPP/WPCP Review Guidance Manual
- Caltrans Construction Site Stormwater Quality Sampling Guidance Manual
- Caltrans 2010 Standard Specifications (and Amendments) and Standard Plans
- Caltrans Bridge Memorandums to Designers
- Caltrans Bridge Deck Construction Manual
- Caltrans Falsework Manual
- Caltrans Foundation Manual
- Caltrans Prestress Manual
- Caltrans Bridge Construction Records and Procedures Manual
- Caltrans Surveying Manual
- Caltrans Standard Test Methods
- Caltrans Quality Control Manual for HMA
- Caltrans Quality Assurance Program for Local Agencies
- Sierra County's Quality Assurance Program
- Code of Federal Regulations (Contracting, A&E, Accounting, etc.)
- Federal Acquisition Regulations (Cost Principles)

Hard copies and electronic copies of the applicable sections of these manuals will be kept on file in the field office. Omni-Means will prepare written documentation and correspondence for all key actions, decisions, and meetings throughout the duration of this contract. Omni-Means will coordinate meetings, Requests for Information (RFI's), submittal reviews, Contract Change Orders (CCO's) and record drawings with MGE Engineering (MGE).

The scope and budget assume best case scenarios with the Contractor always providing complete and accurate work products. The scope further assumes that no contractor work products will require re-submittals due to errors. Note: See blue-italics text in various tasks for additional assumptions.

If the assumptions contained in the scope are not met by the Contractor's operations, an agreement amendment will be negotiated.

Budget assigned to subsequent tasks may need to be shifted to earlier tasks due to the Contractor's operations.

TASK 1 PRE-CONSTRUCTION SERVICES

Task 1.1 - Document Review, Field Review, and RE Office Set-Up

Omni-Means will review project files, including the project plans and special provisions, contract item quantity calculations, RE pending file, geotechnical reports, bridge as-built drawings, resource agency permits, environmental documents, right of way agreements, etc. In the field, The RE will walk the project area, prepare a pre-construction photo log, and record a video to document existing, pre-construction conditions. The RE will carefully review the PS&E in the context of actual field conditions to identify potential issues.

Omni-Means will set up a filing system for project documentation and record keeping that closely aligns with the Caltrans Construction Manual. Project records will be maintained throughout the project in accordance with the established filing system, and will be available to the County and/or Caltrans upon request.

Omni-Means will coordinate with the County and assist in completing the Pre-Project Construction Review

Checklist in the event a pre-construction oversight review meeting is requested and scheduled by Caltrans. *Omni-Means will attend the review meeting via. teleconference.*

Task 1.2 - Contractor Submittal Schedule and Reviews

Omni-Means will prepare a detailed list of the required submittals for the project. The submittal list will be provided to the Contractor and MGE. Several submittals are required before the contractor breaks ground. These submittals will be reviewed and returned to the Contractor.

Task 1.3 - Pre-Construction Meeting

Omni-Means will organize a pre-construction meeting with the Contractor, Subcontractors, MGE, County staff, and the consultant team to discuss the work involved, administrative matters, labor compliance, safety and accident prevention, answer questions from the Contractors, and address issues that need to be resolved before work commences. Special attention will be given to Caltrans and FHWA requirements.

Items that will be reviewed include but are not limited to:

- Environmental/agency permit requirements
- FHWA/Caltrans requirements
- Labor compliance requirements and timely certified payroll submittal
- Cal-OSHA requirements
- The need for timely submittals
- Requirements for materials inspection and testing
- Buy America requirements
- Process for contract change orders
- Proper recourses for disputes
- Procedures and requirements for storm water pollution prevention
- Importance of providing quality traffic control and minimizing public traffic delays

Task 1.4 - Construction Management Plan

Omni-Means will prepare for County approval a construction management plan that describes the project staffing based on the Contractor's initial work schedule, materials testing, submittals, and quality assurance plans. The construction management plan will include details relating to the procedures and frequency of materials testing, along with the specific constituents that will be determined.

TASK 2 DURING-CONSTRUCTION SERVICES

Task 2.1 - Project Management, Coordination, and Construction Meetings

Omni-Means will conduct periodic (weekly, or as necessary) coordination and status meetings with the County, MGE, and the Contractor to review project status and budget, facilitate decision making, and discuss issues that have the potential to adversely affect the project budget, schedule, or product. Additional focused meetings will be conducted as necessary with MGE, County, USFS, etc. *The budget is for 24 hours for these meetings.*

Omni-Means will coordinate administrative, management, inspection, and testing activities of the construction contract. Omni-Means will coordinate with the County, MGE, stakeholders, and other members of the consultant teams. Communications, correspondence, submittals, and documents exchanged between the County, MGE, and Omni-Means will be handled in a manner acceptable to the County.

Omni-Means will maintain project files. These files include, but are not limited to, contracts, drawings, specifications, special provisions, addenda, change orders, correspondence, shop drawings, product data, samples, test reports, submittals, purchases, inspection records, daily reports, and pay request quantity calculations. Omni-Means will maintain a filing system for the pre-construction, construction, and closeout phases of the project in accordance with Caltrans and FHWA requirements. At the completion of the project, all hard copy and electronic files will be delivered to the County.

Omni-Means will enforce Contractor requirements for certified payroll, insurance certificates, manage mechanic's liens, address "stop" notices, and prepare responses to requests for information from labor unions. Copies of these documents will be forwarded to MGE and the County. As necessary, Omni-Means will consult with MGE regarding interpretations of the meaning and intent of the plans and special provisions.

Task 2.2 - Consultant Fee Management

Omni-Means will prepare a month-by-month consultant fee budget estimate at the onset of the project to ensure that the Consultant fees are properly managed. Detailed monthly invoices will be sent to the County along with a detailed budget tracking spreadsheet. Subconsultants will be effectively managed to ensure that all work is performed in accordance with the contract and project specifications, while controlling costs.

Task 2.3 - Progress Payments

Omni-Means will reconcile, document, and prepare detailed accounting documentation for completed items of

work, in compliance with the plans and specifications, and prepare monthly progress payment requests in compliance with County procedures for County approval. Each pay request will be checked and signed by two (2) qualified Omni-Means personnel. Contract quantities will be fully documented in the project files, providing documentation for all quantities paid on each progress payment.

Omni-Means will diligently track the construction budget to ensure that construction is progressing within the limit of available funding. Omni-Means will ensure that County personnel have the current budget status on a monthly basis.

Task 2.4 - Contract Change Orders

Omni-Means will recommend necessary or desirable changes to MGE and the County, review requests for changes, negotiate change orders, and submit recommendations to the County. Omni-Means will prepare change orders in compliance with the specifications and County procedures. Any cost-reduction proposals will be evaluated in accordance with Caltrans Construction Manual protocols. Additionally, change order prior approval procedures will be developed with the County to ensure that written prior approvals and/or change orders are issued prior to Contractor commencement of change order work. *The budget is for 1 routine CCO that can be negotiated and processed with one person-day's effort.*

Task 2.5 - Progress Reports *(Not in Scope)*

Written progress reports are not in the scope of work.

Task 2.6 - Project Schedule

Omni-Means will review and analyze each schedule submitted by the Contractor for compliance with the specifications and to ensure it is complete and realistic. Special attention will be given to monitoring the Contractor's progress to minimize the potential for delay-related problems. Contractor schedules will be monitored to ensure that successive schedules are consistent with one another. *The scope assumes that the Contractor's schedule submittals comply with the contract and re-submittals are not required.*

Weekly Statements of Working Days will be prepared and processed in accordance with County and Caltrans guidelines. Signed Weekly Statements of Working Days will be transmitted to the Contractor, MGE, and the County to ensure that all are apprised of the current status of working days.

Task 2.7 - Labor Compliance

Summit Associates, subconsultant to Omni-Means, will perform labor compliance tasks, including verifying certified payrolls, subcontractor utilization, DBE utilization/reporting, and Owner-Operator documentation. The Contractor's bulletin board will be inspected to enforce all poster requirements. Omni-Means Inspectors will conduct labor compliance interviews and monitor utilization in accordance with Caltrans procedures. Payroll records will be spot-checked against Inspector daily reports to ensure Contractor compliance with labor laws. Omni-Means and Subconsultants will comply with prevailing wage labor laws for Inspectors, materials testers, and surveyors. *The scope assumes that all contractor payroll documents are submitted on time and are accurate.*

Task 2.8 - Project Submittals, Shop Drawings, and RFI's

Omni-Means will coordinate, document, and make engineering recommendations regarding submittals, product data, samples, shop drawings and RFI's, in accordance with the plans and specifications. As necessary, Omni-Means will coordinate with MGE with regards to submittal review, for complete and timely reviews of all Contractor submittals. All submittals, shop drawings, and RFI's will be logged and tracked. *The scope assumes no more than 20 submittals and/or shop drawings, 10 RFI's. It is further assumed that there will be one complete submittal that integrates all temporary structures, pedestrian access, vehicular access and bridge removal. It is assumed that all submittals and shop drawings will be complete and accurate on the first submittal.*

Task 2.9 - Acceptance Testing for Materials

GEOCON, subconsultant to Omni-Means, will coordinate materials Acceptance Testing (AT) in accordance with the County's Quality Assurance Program (QAP). Attention will be given to ensure that this testing and documentation conforms to Caltrans and FHWA requirements. Omni-Means and GEOCON will monitor the Contractor's Quality Control program to ensure adherence to the contract requirements. *The scope assumes the contractor performs acceptable work and that tests pass on the first attempt. GEOCON's budget assumes:*

1. *5 field visits for embankment and subgrade construction with 1 impact curve test.*
2. *1 field visit for aggregate base construction with 1 aggregate base impact curve test, 1 aggregate base gradation, 1 sand equivalent and 1 durability test.*
3. *1 field visit for paving with 1 asphalt binder test, 1 stabilometer test, and 1 air voids test.*
4. *4 field visits for concrete pours with 20 concrete compressive strength tests.*

5. *All off-site steel and concrete fabrication will be accepted based on the contractor's submittal of acceptable quality control programs, certifications and contractor inspections.*

A Materials Certificate, in accordance with the County QAP, Caltrans, and FHWA requirements will be prepared by the RE at the completion of the project, and submitted to the County and MGE for project closeout.

Task 2.10 - Construction Surveying and Staking QA *(Note in Scope)*

The contractor is responsible for construction staking quality control and Omni-Means has not budgeted for checking or quality assurance.

Task 2.11 - Contractor's Traffic Control

Omni-Means will review and make recommendations regarding all temporary traffic control submittals and proposals, and inspect the Contractor's traffic control/ management to ensure compliance with specifications. *The scope assumes that County staff will inspect traffic control (both vehicular and non-motorized) when Omni-Means is not on site due to budget constraints.*

Task 2.12 - Environmental and Permits

Omni-Means will inspect the Contractor's operations for conformance with the Corps of Engineers, California Regional Water Quality Control Board, and California Department of Fish and Wildlife requirements. For permits requiring pre-construction notification, coordination will occur with the County to facilitate compliance. Inspection will be performed to enforce on-site construction measures, maintenance of BMP's, proper documentation, and completion and submittal of all required reports.

Foothill Associates, subconsultant to Omni-Means, will conduct a pre-construction survey for foothill yellow-legged frogs immediately prior to the start of construction using a qualified biologist. The results of the survey will be documented and provided to the County. If foothill yellow-legged frogs are not found, construction will be allowed to proceed. *The scope assumes that yellow-legged frogs will not be found.* If they are found, construction will not continue until either the frog has left the area of construction, or the biologist has moved the frog out of the construction zone. *The scope assumes 1 day for clearing in the yellow-legged frog habitat with Foothill Associates on site during clearing.*

Foothill Associates, using a qualified biologist, will conduct a survey for active raptor and bird of prey nests within 250 feet of the project site, and for active MBTA-protected bird nests within 100 feet of the project site. The results will be documented in a report and provided to the County. *The scope assumes that nests will not be found.* If active nests are found, the report will include a graphic showing the recommended ESA buffer. The scope assumes that nesting birds will not be found.

Omni-Means and Foothill Associates will monitor construction activities to ensure compliance with additional NES requirements and recommendations, and will keep the County apprised of all results of the construction monitoring. *The scope assumes 3 field visits by Foothill Associates.*

The Contractor will be required to prepare and submit a Water Pollution Control Program (WPCP) for the project. Omni-Means will provide a copy to the County when the WPCP has been approved. This project does not require coverage under the NPDES Construction General Permit, and therefore no interaction is required with the SMARTS internet site. Omni-Means will utilize in-house QSD's/QSP's for oversight of the Contractor's stormwater pollution control program to ensure activities are performed in accordance with County, State, and Federal requirements.

Omni-Means will pay special attention to the Natural Environmental Study (NES) with regards to project requirements and Environmentally Sensitive Areas (ESA's). Omni-Means will communicate the requirements to the contractor, coordinate with the County's project manager, enforce ESA fencing requirements, and prepare necessary documentation.

Task 2.13 - Safety

Omni-Means will require the Contractor to submit their Code of Safe Practices, spot-attend the Contractor's safety meetings, and maintain an overall awareness of safety. The Contractor's bulletin board will be inspected to enforce poster requirements pertaining to safety standards. All accidents, including property damage, will be reported to the County. Any significant safety incident will be documented with photographs and written reports. The Contractor's operation will be reviewed in the context of regulations for occupational safety and health standards for all construction activities.

Task 2.14 - Claims Management*(Not in Scope)*

The scope assumes that the Contractor will not file any potential claim notices.

Task 2.15 - Construction Inspection

Omni-Means will provide inspection of construction

activities and the Contractor's operations, and prepare daily and weekly inspection documentation. Each Inspector will be provided a vehicle, cellular phone, digital camera, amber warning light, personal protective equipment, and training necessary for the project. Digital HMA thermometers, concrete thermometers, hand levels, measuring tapes, surveying equipment, etc. will be provided for inspection work. Omni-Means will interpret the intent of the plans and specifications and will endeavor to protect the County against defects and deficiencies on the part of the Contractor.

Omni-Means will endeavor to ensure that the Contractor's work is being performed in accordance with the contract requirements. Recommendations will be made to MGE and the County any time the Contractor's work does not conform to the contract requirements; specifically as to whether such work should be allowed to proceed and/or remain as installed, or whether the work should be removed/replaced. Routine inspections will include acceptance and rejection of work by the Contractor. When rejection of work is contemplated that may significantly delay the work or expose the County to a potential claim, such work will be discussed with MGE and the County before issuing applicable field directives.

RE/Inspector daily diaries will be prepared. The data in the RE/Inspector's diaries will conform to the guidelines in the Caltrans Construction Manual. Daily diaries will include pertinent project information including, but not limited to, Contractor equipment types and license plate or other identifying number, Contractor personnel names, classifications, and hours worked, key activities or decisions made throughout the day, information regarding potential disputes, contract item quantities placed during the shift, etc.

The RE/Inspector will spot-check grades and alignments as the work progresses and coordinate with MGE and the County to make minor field adjustments if necessary. The RE/Inspector will identify actual and potential construction problems associated with the project and recommend engineering solutions to mitigate the problems.

Inspection and approval of temporary supports, rebar and dowel placement, concrete placement, cleaning and painting of structural steel, and all other structure related items piles will be performed in accordance with the applicable Caltrans guidance manuals.

The scope assumes the Contractor diligently prosecutes the work in the most organized manner resulting in the need for the minimum amount of inspection. The scope assumes the Contractor organizes their work in such a manner that Omni-Means only has to provide on-site inspection for a total of 30 each 8-hour days. It is further assumed that each time Omni-Means dispatches their inspector that the field inspection work will require a minimum of 4 consecutive days of inspection. When Omni-Means is not on site, County staff will provide required inspection duties.

Task 2.16 - Mid-Project Oversight Review

Upon notification from the County and/or Caltrans of a Mid-Project oversight review meeting, Omni-Means will coordinate with the County in completing the Mid-Project Construction Review Checklist. Omni-Means will attend the meeting to assist the County with Caltrans review of the projects progress and project files.

Task 2.17 - Photo Documentation *(Provided by County)*

The scope assumes that the County will photo document work activities and provide the photos to Omni-Means. Omni-Means has budgeted for photo filing only.

Task 2.18 - Record Drawings

Omni-Means will maintain a full-size set of construction drawings with red-line changes.

Task 2.19 - Final Inspection

As construction nears completion, Omni-Means will coordinate inspections with the Contractor, MGE, and the County for the purpose of developing official "punch lists". The punch lists will identify the status of incomplete work and identify corrections necessary to complete the work.

Omni-Means will coordinate final inspections of all work with the Contractor, MGE, and the County to ensure compliance with the plans, specifications, field directives, approved change orders, and the final project punch list.

TASK 3 POST-CONSTRUCTION SERVICES

Task 3.1 - Final Quantities and Payment

Omni-Means will reconcile, document, and prepare detailed back-up documentation for all completed items of work, including contract change orders, and prepare a proposed final payment recommendation in compliance with County procedures for the Contractor's review. Omni-Means will coordinate with the Contractor to determine the appropriate final pay amount and will submit a detailed pay request to the County for approval. The pay request will be checked and signed by two (2) Omni-Means personnel. Omni-Means will endeavor to resolve

any disputed items with the Contractor to the County's satisfaction. If there are claim notices, then the claims will be administered in accordance with previous task(s).

Task 3.2 - Record Drawings

Omni-Means will provide MGE and the County with one full size set of "red-lined" construction drawings to assist MGE with preparation of record drawings. Changes made throughout construction of the project will be included on the red-lined drawings.

Task 3.3 - Post-Construction Project Oversight Review

Upon notification from the County and/or Caltrans of a Post-Construction project oversight review meeting, Omni-Means will coordinate with the County in completing the Post-Construction project review checklist. Omni-Means will provide copies of the completed checklist at the review meeting.

Task 3.4 - Contract Records

Omni-Means will provide the County with the original set of construction files cataloged in accordance with the Caltrans Construction Manual filing system, including all documentation, materials inspections, correspondence, diaries, labor compliance, change orders, photographs, project closeout documents, etc. In addition to hard copies, Omni-Means will provide CD's with electronic copies of all construction documents cataloged in accordance with the Caltrans Construction Manual filing system.

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Cost Proposal

EXHIBIT 10-H EQUIVALENT

Construction Inspection and Materials Testing for the Jim Crow Road Bridge Rehabilitation Project

Prepared For: **Sierra County**

Prepared By: **OMNI-MEANS, LTD.**

P7303

Date: **Updated July 25, 2016**

Project No: **BRLO 5913(055)**

OMNI-MEANS, LTD.

Phase	Task	Task Description	Ries	Wenham	Darnall	Parham	Tenney / Newton	Howard		Purchases and Direct Costs	Total Hours	A Total Direct	B Anticipated Salary Increases	C Total Direct Cost	D Fringe Benefit	E Overhead	F G&A	G Total Direct + Indirect	H Fee	OMNI-MEANS, LTD. TOTAL G+H	Sub-Consultants MATERIALS GEOCON	BIOLOGICAL FOOTHILL	LABOR COMPL SUMMIT	Total Subs	Subtask Totals	Task Totals
		Class	Principal In Charge	CM	RE	Assist RE/ Inspector	Office Engineer	Surveyor	Clerical																	
		Rate	71.00	68.20	55.00	43.00	45.00	55.00	15.00																	
1	**Pre-Construction Services**												3.0%	A+B	42.900%	85.270%	64.820%	C+D+E+F	10.00%							**$26,038.78**
	1.1	Document / Field Review & Office Set-U	2	8	24	24	4		2		64	$3,249.60	$97.49	$3,347.09	$1,435.90	$2,854.06	$2,169.58	$9,806.63	$980.66	$10,787.29				$0.00	$10,787.29	
	1.2	Submittal Schedule and Reviews		8	16	16	4		2		46	$2,323.60	$69.71	$2,393.31	$1,026.73	$2,040.78	$1,551.34	$7,012.16	$701.22	$7,713.38				$0.00	$7,713.38	
	1.3	Pre-Construction Meeting		8	8	8					24	$1,329.60	$39.89	$1,369.49	$587.51	$1,167.76	$887.70	$4,012.46	$401.25	$4,413.71				$0.00	$4,413.71	
	1.4	Construction Management Plan		6	6	4			2		18	$941.20	$28.24	$969.44	$415.89	$826.64	$628.39	$2,840.36	$284.04	$3,124.40				$0.00	$3,124.40	
2	**During Construction Services**																									**$95,233.44**
	2.1	PM, Coordination and Meetings		4	20						24	$1,372.80	$41.18	$1,413.98	$606.60	$1,205.70	$916.54	$4,142.82	$414.28	$4,557.10				$0.00	$4,557.10	
	2.2	Consultant Fee Management		8	2						10	$655.60	$19.67	$675.27	$289.69	$575.80	$437.71	$1,978.47	$197.85	$2,176.32				$0.00	$2,176.32	
	2.3	Progress Payments		2	8	30	4				44	$2,046.40	$61.39	$2,107.79	$904.24	$1,797.31	$1,366.27	$6,175.61	$617.56	$6,793.17				$0.00	$6,793.17	
	2.4	Contract Change Orders		1	5	4					10	$515.20	$15.46	$530.66	$227.65	$452.49	$343.97	$1,554.77	$155.48	$1,710.25				$0.00	$1,710.25	
	2.5	Progress Reports (Not in Scope)									0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				$0.00	$0.00	
	2.6	Project Schedule		1	4	1					6	$331.20	$9.94	$341.14	$146.35	$290.89	$221.13	$999.51	$99.95	$1,099.46				$0.00	$1,099.46	
	2.7	Labor Compliance		1	2	4	2		2		11	$470.20	$14.11	$484.31	$207.77	$412.97	$313.93	$1,418.98	$141.90	$1,560.88			$3,289.78	$3,289.78	$4,850.66	
	2.8	Submittals, Shop Drawings and RFI's		5	20	30	4		2		61	$2,941.00	$88.23	$3,029.23	$1,299.54	$2,583.02	$1,963.55	$8,875.34	$887.53	$9,762.87				$0.00	$9,762.87	
	2.9	Acceptance Testing for Materials		2	4	8			2		16	$730.40	$21.91	$752.31	$322.74	$641.49	$487.65	$2,204.19	$220.42	$2,424.61	$14,284.52			$14,284.52	$16,709.13	
	2.1	Surveying and Staking QA (Not in Scope)									0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				$0.00	$0.00	
	2.11	Contractor's Traffic Control		1	2	12					15	$694.20	$20.83	$715.03	$306.75	$609.71	$463.48	$2,094.97	$209.50	$2,304.47				$0.00	$2,304.47	
	2.12	Environmental and Permits		2	3	10					15	$731.40	$21.94	$753.34	$323.18	$642.37	$488.31	$2,207.20	$220.72	$2,427.92		$4,497.02		$4,497.02	$6,924.94	
	2.13	Safety	1	2	6	6			1		16	$810.40	$24.31	$834.71	$358.09	$711.76	$541.06	$2,445.62	$244.56	$2,690.18				$0.00	$2,690.18	
	2.14	Claims Management (Not in Scope)									0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				$0.00	$0.00	
	2.15	Construction Inspection			16	180					196	$8,620.00	$258.60	$8,878.60	$3,808.92	$7,570.78	$5,755.11	$26,013.41	$2,601.34	$28,614.75				$0.00	$28,614.75	
	2.16	Mid-Project Oversight Review		4	4	2					10	$578.80	$17.36	$596.16	$255.75	$508.35	$386.43	$1,746.69	$174.67	$1,921.36				$0.00	$1,921.36	
	2.17	Photo Documentation (Not in Scope)							8		8	$120.00	$3.60	$123.60	$53.02	$105.39	$80.12	$362.13	$36.21	$398.34				$0.00	$398.34	
	2.18	Record Drawings		1	2	4			1		8	$365.20	$10.96	$376.16	$161.37	$320.75	$243.83	$1,102.11	$110.21	$1,212.32				$0.00	$1,212.32	
	2.19	Final Inspection		4	8	8					20	$1,056.80	$31.70	$1,088.50	$466.97	$928.16	$705.57	$3,189.20	$318.92	$3,508.12				$0.00	$3,508.12	
3	**Post Construction Services**																									**$23,478.74**
	3.1	Final Quantities and Payment	1	8	12	12	7				40	$2,107.60	$63.23	$2,170.83	$931.29	$1,851.07	$1,407.13	$6,360.32	$636.03	$6,996.35				$0.00	$6,996.35	
	3.2	Record Drawings		1	2	3	1		1		8	$367.20	$11.02	$378.22	$162.26	$322.51	$245.16	$1,108.15	$110.82	$1,218.97				$0.00	$1,218.97	
	3.3	Post-Construction Oversight Review		4	8	4	2		2		20	$1,004.80	$30.14	$1,034.94	$443.99	$882.49	$670.85	$3,032.27	$303.23	$3,335.50				$0.00	$3,335.50	
	3.4	Contract Records	1	6	16	16	32		7		78	$3,593.20	$107.80	$3,701.00	$1,587.73	$3,155.84	$2,398.99	$10,843.56	$1,084.36	$11,927.92				$0.00	$11,927.92	
	Purchases and Direct Costs																									**$12,812.78**
	A	Postage and Courier Services	4 each @ $15.00/each							$60								$60	$0.00	$60.00				$0.00	$60.00	
	B	Reproduction	1,000 copies @ $0.10/copy							$100								$100	$0.00	$100.00				$0.00	$100.00	
	C	Rental of Speciality Tools	4 each @ $25.00/each							$100								$100	$0.00	$100.00				$0.00	$100.00	
	D	Vehicle Mileage	4,800 miles @ $0.54/mile							$2,592								$2,592	$0.00	$2,592.00				$0.00	$2,592.00	
	E	Employee Per Diem	40 days @ $120/day							$4,800								$4,800	$0.00	$4,800.00				$0.00	$4,800.00	
	F	Subconsultant Direct Costs																			$4,480.00	$570.78	$110.00	$5,160.78	$5,160.78	
		Subtotal *Hours*	5	87	198	386	60	0	32		768.0															
		Dollars	$355	$5,933	$10,890	$16,598	$2,700	$0	$480	$7,652.00										$130,331.64	$18,764.52	$5,067.80	$3,399.78	$27,232.10		**$157,563.74**
																							% DBE =			
																							2.16			

Notes:
1. Hourly billing will be based on the employees that perfom the work.
2. Vehicle mileage will be charged at the IRS rate.
3. Employee per diem will be caped at $120.00 ($90.00 for lodging and $30.00 for meals + incidentals) per 24-hour travel period.
4. Group 1 Inspector Prevailing Wage is: Basic Hourly Rate = $42.20 with an increase scheduled for July 1, 2016. The majority of the increase will be in benefits, therefore, use $43.00 for budget purposes.
5. The budget assumes there will not be any notices of potential claims or actual claims. If notices are filed, an addendum will be required to augment the budget.
6. The budget assumes 100% completion of field construction by 1/13/17. If Omni-Means is requested to provide field related services beyond 1/13/17, an addendum will be issued to add additional bu
7. The budget assumes all structure engineering related support will be provided by MGE.
8. The budget assumes 20 submittals by the Contractor, 10 RFI's from the Contractor, and 1 Contract Change Order's for the project.
9. The above-notes and assumptions supersede the written scope of work.

Attachment I

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
August 2, 2016	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Resolution of intent to utilize Title III funding in the total amount of $15,707.93, $14,306.00 remaining from allocations made under Resolution 2012-022, and $1,401.03 from allocations made under Resolution 2016-010, to reimburse the Sierra County Public Works budget in the amount of $9,160.90 and Sierra County Service Area 5 in the amount of $6,547.03, for costs of support for work done in conjunction with the California Conservation Corps on Bear Valley Road which involves clearing/landscaping within the County right of way which is within 200 feet of most homes, and will "increase the protection of people and property from wildfires" and project adjacent national forest system lands. (Section 302)(a)(1) H.R.1424-145.

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

BACKGROUND INFORMATION: This request seeks reimbursement to the extent possible for the County Service Area and Public Works budget contributions to this important protective project which reflects the County's response to its own current proclamation of local emergency due to wildfire danger severity as proclaimed in Board Resolution 2014-066.

FUNDING SOURCE: TITLE 3
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $15,707.93 N/A

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF DECLARING INTENT
TO ALLOCATE TITLE III FUNDS FOR
DEBRIS REMOVAL WORK RELATED
TO EXISTING DECLARATION OF LOCAL EMERGENCY
DUE TO EXTREME FIRE DANGER**

RESOLUTION 2016-

WHEREAS, The Sierra County Board of Supervisors has Title III allocation from the reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000; and,

WHEREAS, Section 300 of HR1424 provides specific procedures for the Board of Supervisors to follow in considering an allocation of Title III funds; and,

WHEREAS, the Sierra County Board of Supervisors has proposed use of Title funds in the total amount of $15,707.93, $14,306 left from allocations made under Resolution 2012-022, and $1,401.93 from allocations made under 2016-010 to reimburse the Sierra County Public Works in the amount of $9,160.90 and Sierra County Service Area 5 in the amount of $6,547.03, for costs of support to the associated California Conservation Corps project of clearing/landscaping within 200 feet of most homes in order to increase protection of people and property, including adjacent federal lands, around the communities of Sierra Brooks in the Bear Valley Road area in response to the current proclamation of local emergency due to wildfire danger severity as proclaimed in Board Resolution 2014-066.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Sierra declares its intent to allocate $15,707.93 in Title III funds from the "Reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000" (PL 110-343) as described above and directs the Director of Transportation to perform the following actions:

1) Publish a legal notice advising the public that comments will be received by the Board of Supervisors on a proposed allocation of funds for the specified purpose for a period not to be less than 45 days as required by Section 302 of HR1424; and,

2) Submit the proposal to the Sierra County Resource Advisory Committee as required by Section 302 of HR1424; and

3) Prepare and present for approval of this Board of Supervisors after a 45 day comment period, a resolution approving the funding of Title III funds for the stated purpose.

ADOPTED by the Board of Supervisors of the County of Sierra on the 2nd day of August, 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
DEPUTY COUNTY COUNSEL

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Discussion and update on a meeting with the City of Reno regarding a proposed development in Washoe County in a portion of Long Valley.

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

BACKGROUND INFORMATION: This discussion item was first brought before the BOS on July 5, 2016 with direction from the Board for Staff to open discussion with the City of Reno. A meeting has been scheduled for July 28th, and will advise the Board on August 2nd of the findings and any proposed recommendations for the Board to consider.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Lee Adams, Chair, District No. 1
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Resolution calling an election for, and authorizing the submission to the voters of, an ordinance amending chapter 8.01 of the Sierra County Code regarding restrictions on marijuana cultivation, and consolidating the election with the November 8, 2016 Statewide General Election.

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION CALLING AN ELECTION FOR, AND AUTHORIZING THE SUBMISSION TO THE VOTERS OF, AN ORDINANCE AMENDING CHAPTER 8.01 OF THE SIERRA COUNTY CODE REGARDING RESTRICTIONS ON MARIJUANA CULTIVATION, AND CONSOLIDATING THE ELECTION WITH THE NOVEMBER 8, 2016, STATEWIDE GENERAL ELECTION

RESOLUTION NO. _____

WHEREAS, the people of Sierra County have rejected the ordinance adopted by the board of supervisor related to cultivation of medical marijuana for personal use or by qualified caregivers; and

WHEREAS, the Board of Supervisor has directed County Counsel to draft an ordinance consistent with extensive public input to be placed on the ballot; and

WHEREAS,, the proposed Measure would amend chapter 8.01 of the Sierra County Code and would (a) limit outdoor marijuana cultivation; (b) limit indoor marijuana cultivation to ten (10) plants for a single qualified patient or caregiver or twenty (20) plants with 2 or more qualified patients or caregivers per parcel within Sierra County and would place restrictions on the manner and location of growing activity; and

WHEREAS, the Board of Supervisors desires to submit the Ordinance to the voters at the next regularly scheduled county and statewide general election to be held on November 8, 2016; and

WHEREAS, consolidating an election on the Ordinance with the November 8, 2016, county and statewide general election significantly reduces the cost to taxpayers for conducting an election while providing for the highest level of voter participation in the election process.

NOW, THEREFORE, BE IT RESOLVED by the Sierra County Board of Supervisors that:

1. The foregoing recitals are adopted as findings of the Board of Supervisors as though set forth fully herein.

2. The Board of Supervisors hereby calls an election to be held and conducted in and for the County of Sierra on Tuesday, November 8, 2016, for the purpose of submitting the Ordinance to the voters of Sierra County, and further orders that the election be consolidated with the County and Statewide General Election to be held on November 8, 2016.

3. Pursuant to Elections Code section 9140, the Board of Supervisors hereby submits to the voters of the County of Sierra, the following Measure:

> *"Shall an ordinance amending chapter 8.01 of the Sierra County Code be adopted which (a) bans the commercial cultivation of marijuana; (b) regulates outdoor cultivation and indoor cultivation of medical marijuana; (c) limits cultivation to 10 plants per parcel for one qualified caregiver or*

patient and 20 plants per parcel for two or more qualified caregivers or patients; (d) regulates where, and under what conditions, marijuana may be grown within Sierra County; and (e) allows marijuana cultivation only by qualified patients and primary caregivers.?"

Yes _____
No _____

4. The Measure shall pass only if a majority of the votes cast by the voters voting on the Measure are "yes" votes. In the event a majority of the electors voting on the Measure vote in favor thereof, the Sierra County Code shall be amended to read as set forth in Exhibit "A" attached hereto and incorporated herein and, pursuant to Elections Code section 9122, shall become effective ten (10) days after the date the vote is declared by the Board of Supervisors.

5. The Sierra County Clerk as the Ex-officio Registrar of Voters is hereby directed to prepare and conduct all functions for the election and canvass the returns of the election as set forth in the Elections Code, and to do all things required by law to present the proposed Measure to the electorate, including but not limited to, preparing and publishing all required postings, notices and filings.

6. Pursuant to Elections Code section 9160(b), the Board of Supervisors hereby directs the County Counsel to prepare an impartial analysis of the proposed Measure. Arguments for and against the Measure may be filed and published consistent with Elections Code section 9162, et seq.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sierra at a regular meeting of said Board held on the 2nd day of August, 2016, by the following vote of said Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

_____
LEE ADAMS, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK TO THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

BOARD OF SUPERVISORS COUNTY OF SIERRA,

STATE OF CALIFORNIA

ORDINANCE NO. _____

CULTIVATION OF MEDICAL MARIJUANA BY PATIENTS AND QUALIFIED CAREGIVERS

PUBLIC NUISANCES CREATED BY CULTIVATION OF MEDICAL

MARIJUANA IN VIOLATION OF CHAPTER 8.01 SIERRA COUNTY CODE AS AMMENDED HEREIN OF THE

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as Health & Safety Code Section 11362.5 et seq. and entitled "The Compassionate Use Act of 1996" referred to herein as the "CUA");

WHEREAS, the intent of the CUA was to enable seriously ill Californians to legally possess, use, and cultivate marijuana for medical use under state law once a physician has deemed the use beneficial to a patient's health;

WHEREAS, in 2003, the California Legislature adopted SB 420, the Medical Marijuana Program ("MMP"), codified as Health and Safety Code Section 11362.7 et seq., which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code;

WHEREAS, neither the CUA nor the MMP require or impose an affirmative duty or mandate upon a local government to allow, authorize, or sanction the establishment of facilities that cultivate or process medical marijuana within its jurisdiction;

WHEREAS, in May 2013, the California Supreme Court issued its decision in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc., et al*., holding that cities have the authority to ban medical marijuana land uses;

WHEREAS, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 801 et seq., the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need;

WHEREAS, on October 9, 2015, Governor Jerry Brown signed the "Medical Marijuana Regulation and Safety Act" (" Act"), which is comprised of the state legislative bills known as AB 243, AB 266, and SB 643, into law;

WHEREAS, the Act becomes effective January 1, 2016 and contains provisions that govern the cultivating, processing, transporting, testing, and distributing of medical cannabis to qualified patients. The Act also contains new statutory provisions that:

Allow local governments to enact ordinances expressing their intent to prohibit the cultivation of marijuana and their intent not to administer a conditional permit program pursuant to Health & Safety Code Section 11362.777 for the cultivation of marijuana (Health & Safety Code § 11362.777(c)(4));

Expressly provide that the Act does not supersede or limit local authority for local law enforcement activity, enforcement of local ordinances, or enforcement of local permit or licensing requirements regarding marijuana (Business & Professions Code § 19315(a));

Expressly provide that the Act does not limit the authority or remedies of a local government under any provision of law regarding marijuana, including but not limited to a local government's right to make and enforce within its limits all police regulations not in conflict with general laws (Business & Professions Code § 19316(c)); and

Require a local government that wishes to prevent marijuana delivery activity, as defined in Business & Professions Code section 19300.5(m) of the Act, from operating within the local government's boundaries to enact an ordinance affirmatively banning such delivery activity (Business & Professions Code § 19340(a));

WHEREAS, several California cities and counties have reported negative impacts of marijuana cultivation, processing and distribution activities, including offensive odors, illegal sales and distribution of marijuana, trespassing, theft, violent robberies and robbery attempts, fire hazards, and problems associated with mold, fungus, and pests;

WHEREAS, marijuana plants, as they begin to flower and for a period of two months or more, produce a strong odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors;

WHEREAS, in the case of multiple qualified patients who are in control of the same legal parcel, or parcels, of property, or in the case of collective or cooperative cultivation, or in the case of a caregiver growing for numerous patients, a very large number of plants could be cultivated on the same legal parcel, or parcels, within the County of Sierra;

DRAFT

WHEREAS, the strong smell of marijuana creates an attractive nuisance, alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery or armed robbery;

WHEREAS, the indoor cultivation of marijuana has potential adverse effects to the structural integrity of the building, and the use of high wattage grow lights and excessive use of electricity increases the risk of fire which presents a clear and present danger to the building and its occupants;

WHEREAS, the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime;

WHEREAS, based on the experiences of other counties, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the county due to the establishment and operation of marijuana cultivation, processing and distribution activities;

WHEREAS, prior to the effective date of this ordinance, the cultivation, processing and distribution of medical marijuana is prohibited in the County to the extent such activities are prohibited by the Federal Controlled Substances Act or other law;

WHEREAS, based on the findings above, the potential establishment of the cultivation, processing and distribution of medical marijuana in the County without an express ban on such activities poses a current and immediate threat to the public health, safety, and welfare in the County due to the negative impacts of such activities as described above.

ORDINANCE OF THE COUNTY OF SIERRA, STATE OF CALIFORNIA AN ORDINANCE OF THE SIERRA COUNTY BOARD OF SUPERVISORS, CALIFORNIA, IMPOSSING CONDITIONS UPON THE CULTAVATION OF MARIJUANA FOR QUALIFIED PATIENT USE

Section 1: The Sierra County Board of Supervisors hereby finds that the above recitals are true and correct and are incorporated into the substantive portion of this ordinance.

Section 2: The Board of Supervisors Modifies Chapter 8.01.020 entitled "Medical Marijuana" to the Sierra County Code to read as follows:

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Definitions:

For the purposes of this chapter, the following definitions shall apply, unless the context clearly indicates otherwise. If a word is not defined in this chapter, the common and ordinary meaning of the word shall apply.

1. "Marijuana" means any or all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin or separated resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, including marijuana infused in foodstuff or any other ingestible or consumable product containing marijuana. The term "marijuana" shall also include "medical marijuana" as such phrase is used in the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time, that was issued by the office of the Attorney General for the state of California or subject to the provisions of California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996) or California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program Act).

2. “Bedroom:" A room inside a residential building being utilized by any person for sleeping purposes.

3. “Child Care Center." Any licensed child care center, daycare center, or childcare home, or any preschool.

4. “Cultivation:” The planting, growing, harvesting, drying, or processing of marijuana plants or any part thereof for medical use consistent with the Compassionate Use Act (Health and Safety Code Section 11362.5) or the Medical Marijuana Program Act (Health and Safety Code Section 11362.7 et. seq.).

5. "Detached, fully-enclosed and secure structure:" A building completely detached from a residence that complies with the Sierra County Building Code and has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one or more lockable doors. Walls and roofs must be constructed of solid materials that cannot be easily broken through, such as two inch by four inch (2” x 4") or thicker studs overlaid with three-eighths (3/8") inch or thicker plywood or the equivalent. Exterior walls must be constructed with non-transparent material. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement.

6. "Indoors:" Within a fully enclosed and secure building.

7. “Legal parcel." Any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (Gov't Code §§ 66410 et seq.).

8. "Outdoor." Any location within the County that is not within a fully enclosed and Secure structure.

9. "Premises:" A single, legal parcel of property. Where contiguous legal parcels are under common ownership or control, such contiguous legal parcels shall constitute a single “premises" for purposes of this chapter.

10. “Primary caregiver." A "primary caregiver” as defined in Health and Safety Code section 11362.7(d).

11. "Qualified patient.” A “qualified patient" as defined in Health and Safety Code section 11362.7(f).

12. “Rear yard:” The rear open space portion of any premises, whether fenced or unfenced.

13. “Residential structure: "Any building or portion thereof legally existing which contains living facilities, including provisions for sleeping, eating, cooking and sanitation on a premises or legal parcel located within a residential or agricultural-residential zoning district.

14. “School” means an institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education, but it does not include a home school, vocational or professional institution of higher education, including a community or junior college, college, or university.

15. “School Bus Stop” means any location designated in accordance with California Code of Regulations, Title 13, section 1238, to receive school buses, as defined in California Vehicle Code section 233, or school pupil activity buses, as defined in Vehicle Code section 546.

16. “Church” means a structure or leased portion of a structure, which is used primarily for religious worship and related religious activities.

17. “Solid fence." A fence constructed of substantial material (such as wood) that prevents viewing the contents from one side to the other,

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18. “Youth-oriented facility” means any facility that caters to or provides services primarily intended for minors, or the individuals who regularly patronize, congregate or assemble at the establishment are predominantly minors.

Section 3:

Section 8.01.040 of the Sierra County Code is hereby amended to read:

<u>8.01.040 Nuisance Declared: Cultivation Restrictions</u>

A. The Cultivation of Marijuana, either Indoors or Outdoors, on any Parcel in an area or in a quantity greater than as provided herein, or in any other way not in conformance with or in violation of the provisions of this Chapter, or otherwise in a manner that violates any other provision of State law or the Sierra County Code, is hereby declared to be a public nuisance that may be abated by any means available by law. No person owning, leasing, occupying, or having charge or possession of any Parcel within the County shall cause, allow, suffer, or permit such Parcel to be used for the Cultivation of Marijuana in violation of the California Health and Safety Code or this Chapter. The provisions of Chapter 15.40 of the Sierra County Code regarding nonconforming uses shall not apply to the Cultivation of Marijuana.

B. Commercial Cannabis Activity of any nature and in any amount or quantity within the unincorporated territory of Sierra County is hereby prohibited Including Mobile Delivery services.

C. Marijuana Cultivation is prohibited on any Parcel within the unincorporated territory of Sierra County except as an accessory use to a legally established Residence on a Legal Parcel or contiguous parcels under common ownership.

D. Medical Marijuana Cultivation may be undertaken only by:

1. A Qualified Patient who occupies a legal Residence on the Legal Parcel being used for Medical Marijuana Cultivation as his or her primary place of Residence.

2. A Primary Caregiver on behalf of his or her Qualified Patient(s) but only on a Legal Parcel with a legal Residence which is occupied by the Qualified Patient or by the Primary Caregiver as his or her primary place of Residence.

3. In conformance with all applicable State and local laws, including all regulations and restrictions as set forth in this Chapter.

E. Indoor Medical Marijuana Cultivation is allowed only within a legal structure that meets the definition of Indoor as set forth in this Chapter, 8.01, and complies with all applicable provisions of the Sierra County Code. Structures that are exempt from the requirement to obtain a building permit under the Sierra County Code shall not be used for the Cultivation of Marijuana, provided however, that Cultivation in a greenhouse shall, pursuant to subsection (F), below, be allowed as Outdoor Cultivation, subject to the provisions and restrictions as otherwise set out in this Chapter, 8.01 of the Sierra County Code. Lights used indoors shall comply with all applicable

DRAFT

laws, including without limitation, restrictions on the use of lights or lighting that interferes with the use of any radio or other communication device.

F. Outdoor Marijuana Cultivation may, subject to the other provisions and restriction established in this Chapter, 8.01, of the Sierra County Code, only occur on a Legal Parcel that is not less than two (2) acres in size. Cultivation within any detached greenhouse shall be considered Outdoor Cultivation. Cultivation on parcels less than two acres in size are limited to a maximum of three plants, and are subject to all other restrictions and limitations set out in this code and California law.

1. All Marijuana grown outside of any building must be fully enclosed by an approved fence at least six (6) feet in height if the Marijuana in order to secure the cultivation area. Bushes and hedgerows may constitute an adequate fence under this subdivision if sufficient to prevent access to the cultivation area. Use of plastic material or shade cloth is strictly prohibited.

2. Any outdoor area in which the Marijuana is cultivated shall be set back at least thirty (30) feet from all boundaries of the Parcel. Such setback distance shall be measured in a straight line from the fence. I addition the cultivation area must be at least one hundred (100) feet from an occupied neighboring residence. Parcels that cannot meet the mandatory setback requirements above may apply for a variance in accordance with the procedures set out in chapter (15.24).

3. No artificial lights may be used outdoors as part of the growing of Marijuana; the prohibition shall also be applicable to greenhouses.

G. Notwithstanding any other provision of this Chapter (8.01) to the contrary, the following limitations apply to Cultivation of Marijuana, both as to Indoor and to Outdoor Cultivation on any property located within the unincorporated area of Sierra County. These limitations apply irrespective of the number of Qualified Patients or Primary Caregivers residing at the Parcel or participating directly or indirectly in the Marijuana Cultivation activity. These limitations also apply to any person Cultivating Medical Marijuana as a Primary Caregiver(s) for Qualified Patients.

1. Medical Marijuana Cultivation shall be limited to ten (10) Marijuana plants, which Cultivation shall not exceed a total area of one hundred (100) square feet, Plants may be grown in no more than ten (10) planting beds, the total aggregate of all ten beds not to exceed the maximum of one hundred (100) square feet and all plants to be within fifty (50) feet of each other.

2. Notwithstanding the limits set out in subparagraph G,1, above, as to the number of plants allowed to be cultivated, any person growing Medical Marijuana shall be allowed to grow no more than twenty (20) starter plants within the area not to exceed the restrictions set out in subparagraph G.1, above. For the purpose of this section, starter plants shall mean a plant that is less than twenty-four (24) inches in vertical height. The provisions for growing of starter plants is not to be construed to be in addition to the plant count and area limits established in subsection G.1, above. On or after August 1" of each year, no Marijuana plant growing on any property shall be deemed to be a starter plant, irrespective of the size of the plant.

DRAFT

3. Cultivation on any Parcel shall be for no more than two (2) individuals, whether as Qualified Patients and/or Primary Caregivers, such that no more than twenty (20) Marijuana plants within a square footprint not to exceed two hundred (200) square feet shall be allowed on any Parcel or contiguous parcel under common ownership.

4. No Marijuana plant shall exceed a height limit of ten (10) feet and cultivation of Marijuana on tiers or any basis for stacking plants within the allowed footprint is prohibited.

H. Cultivation of Marijuana is prohibited outdoors on any Parcel located within the following areas:

1. Upon any Parcel located within one hundred (100) feet of any School, Church, Park, Child Care Center, or Youth-Oriented Facility. Such distance shall be measured in a straight line from the Fence or other enclosure required by this Chapter to the nearest boundary line of the Parcel upon which the School, Church, Park, Child Care Center, or Youth-Oriented Facility is located.

2. Mobile home parks, travel trailer parks, apartments, multi-family residential structures, Commercial zoning districts, Public Service zoning districts, Industrial and Business Park zoning districts, Stateline Highway Commercial zoning districts, Aviation zoning districts, and Planned Development zoning districts.

I. All Cultivation areas shall comply with the following requirements:

1. All Cultivation areas shall be adequately secure to prevent unauthorized entry, including a secure locking mechanism that shall remain locked at all times when a Qualified Patient or Primary Caregiver is not present within the Cultivation area.

2. Marijuana Cultivation shall not adversely affect the health, safety, or general welfare of persons at the Cultivation site or at any nearby residence by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, or vibration, by the use or storage of hazardous materials, processes, products or wastes, or by any other way. The Cultivation of Marijuana shall not subject residents of neighboring parcels who are of normal, sensitivity to reasonably objectionable odors.

3. All new structures used or intended for use in Indoor Cultivation shall submit complete construction plans for review to the Building Department, obtain building permits, and obtain required building inspections and a final certificate of occupancy prior to the start of any Indoor Cultivation activities.

4. All electrical, mechanical, and plumbing used for Cultivation of Marijuana shall be installed with valid electrical, mechanical, and plumbing permits issued and inspected by the Sierra County Building Department, which building permits shall only be issued to the legal owner of the Parcel.

5. Cultivation in living areas of an inhabited structure shall be strictly prohibited.

DRAFT

6. All structures used for Cultivation of Marijuana shall contain adequate ventilation, air filtration and odor control filters to prevent odor, mold and mildew in any area used for Cultivation or which is used as, designed or intended for human occupancy, or on adjacent Parcel. Indoor grow lights shall not exceed one thousand two hundred watts (1200W) and shall comply with the California Building, Electrical and any applicable Fire Codes. Gas products (including, without limitation, C02, butane, propane and natural gas), or generators shall not be used within any structure used for Indoor Cultivation. Grow light systems associated with Cultivation shall be shielded to confine light and glare to the interior of the structure and shall conform to all applicable building and electrical codes. Lights used indoors shall not interfere with the use of any radio or other communication devices.

7. Any lights used for the Cultivation of Marijuana shall be shielded or otherwise positioned in a manner that will not shine light outside of the structure in which the Cultivation occurs and shall comply with the requirements of the Sierra County Code and provisions of State law.
The Cultivation of Marijuana shall not exceed the noise level standards as set forth in the County General Plan.

8. Wherever Medical Marijuana is grown, a copy of a current and valid, State-issued Medical Marijuana identification card, physician recommendation or Affidavit as set forth in this Section must be displayed at or immediately adjacent to the Cultivation area, in such a manner as to allow law enforcement officers to easily see the recommendation or Affidavit. If a Qualified Patient has a verbal medical recommendation, then the Qualified Patient shall provide an Affidavit setting forth the name and contact information of the physician making the recommendation, the date of the recommendation and amount(s) of Marijuana recommended by the physician. The Affidavit shall be signed under penalty of perjury under the laws of the State of California.

9. If the person(s) Cultivating Marijuana on any Legal Parcel is/are not the legal owner(s) of the Parcel, the person(s) who is/are Cultivating Marijuana on such Parcel shall, (a) give written notice to the legal owner(s) of the Parcel prior to commencing Cultivation of Marijuana on such Parcel, and (b) shall obtain a signed and notarized letter from the legal owner(s) consenting to the Cultivation of Marijuana on the Parcel. The person(s) Cultivating Marijuana shall obtain this written letter of consent from the legal owner prior to Cultivating Marijuana on the Parcel and at least annually thereafter. A copy of the most current letter of consent shall be displayed in the same immediate area as the recommendations set forth in section 8.01.040 (G)(10) in such a manner as to allow law enforcement officers to easily see the letter of consent without having to enter any building of any type. The person(s) Cultivating Marijuana shall maintain the original letter of consent on the Parcel at which Marijuana is being cultivated and shall provide the original letter to the Enforcement Officer for review and copying upon request. The Sheriff may prescribe forms for such letters.

10. The use of Hazardous Materials for and/or in association with the Cultivation of Marijuana, except for limited quantities of Hazardous Materials that are below State of California threshold, is prohibited. Any Hazardous Materials stored shall maintain a minimum setback distance of one hundred (100) feet from any private drinking water well, spring, water canal, creek or other surface water body, and two hundred (200) feet from any public water supply well or source. The

DRAFT

production of any Hazardous Waste as part of the Cultivation process shall be prohibited.

11. All Parcel used for the Cultivation of Marijuana shall have a legal and permitted water source on the Parcel and shall not engage in unlawful or unpermitted diversion or drawing of surface water or permit illegal discharges of water from the Parcel.

J. Accessory Structures used for the Cultivation of Marijuana shall meet all of the following criteria:

1. The accessory structure, regardless of size, shall be legally constructed in accordance with all applicable development permits and entitlements including, but not limited to, grading, building, structural, electrical, mechanical and plumbing permits approved by applicable federal, state and local authorities prior to the commencement of any Cultivation activity. The conversion of any existing accessory structure, or portion thereof, for Cultivation shall be subject to these same permit requirements and must be inspected for compliance by the applicable federal, state and local authorities prior to commencement of any Cultivation activity.

2. The accessory structure shall not be built or placed within any setback as required by the Sierra County Code or approved development permit or entitlement.

3. The accessory structure shall be equipped with permanently installed and permitted electricity, and shall not be served by temporary extension cords. Electrical wiring conductors shall be sized based on the current California Electrical Code with anticipated loads identified.

4. The accessory structure shall be equipped with a permanently installed and permitted odor control filtration and ventilation system adequate to prevent any odor, humidity, or mold problem within the structure, on the Parcel, or on adjacent Parcels.

5. If the accessory structure is a greenhouse, the panels shall be of glass or polycarbonate and should be opaque for security and visual screening purposes. Where the greenhouse panels are not obscure, the greenhouse shall be screened from view by a solid Fence.

K. Where the provisions of this Chapter are more restrictive than other provisions of the Sierra Code, the provisions of this Chapter shall govern.

L. Nothing herein shall limit the ability of the Chief Building Official or designee, Fire Marshall or designee, or any other state or local employees or agents from entering the property to conduct the inspections authorized by or necessary to ensure compliance with this Chapter, or the ability of the Sheriff to make initial inspections or independent compliance checks. The Sheriff is authorized to determine the number and timing of inspections that may be required.

M. Marijuana Cultivated in violation of this section shall be subject to administrative penalties, fines and cost of enforcement set out in County code chapter 1.16 through 1.18.
N. Enforcement of this code shall require and inspection warrant issued by the Sierra County Court to enter upon private property if the cultivation site is not in plain view from a legal vantage point by enforcement officer. Fourth amendment protections shall not be abridged by

DRAFT

enforcement officers and warrants will be obtained where required.

Constitutionality/Severability

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have adopted the ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

Section 4: The Board of Supervisors finds the approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

Section 5: This ordinance shall become effective and in full force and effect at 12:01 a.m. on the thirtieth (30th) day after its passage, and prior to the expiration of fifteen (15) days from its passage, it shall be posted in a prominent location at the Board of Supervisors Chambers, Downieville, California, together with the names of the Board of Supervisors voting for and against the same, and shall remain posted thereafter for at least one week. (Note: Per Government Code 25123, all ordinances shall become effective 30 days from the date of final passage, except the following ordinances, which shall take effect immediately: (a) Those calling or otherwise relating to an election. (b) Those specifically required by this code or by any other law to take immediate effect. (c) Those fixing the amount of money to be raised by taxation, or the rate of taxes to be levied. (d) Those for the immediate preservation of the public peace, health, or safety, which shall contain a declaration of the facts constituting the urgency, and shall be passed by a four-fifths vote of the board of supervisors. (e) Those specifically relating to the adoption or implementation of a memorandum of understanding with an employee organization. (f) Those relating to salaries and other compensation of officers, other than elected officers, and employees.)

<u>Severability</u>

If any section, subsection, sentence, clause, portion, or phrase of this Ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, Subsection, sentence, clause, portion, or phrase hereof, including the irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional. (Ord. 1055, eff. 8/21/14)

DRAFT

Resent-From: <supervisor1@sierracounty.ca.gov>
From: Alison Deliman <delimana@gmail.com>
Date: July 18, 2016 at 10:15:23 PM PDT
To: Lee Adams <hangman@sierracounty.ws>
Subject: Proposed new MM ordinance revision following referendum

Dear Supervisor Adams:

I am a resident of Pike.

I do not agree with the revised edition of the medicinal marijuana growing ordinance. This is a meaningless rewrite of the old rejected ordinance in my opinion. The area of outdoor cultivation size limitations to grow within being the most objectionable.

I sat in the meeting today in Downieville. I am a member of the SCGA. I am listening to all all sides of this issue.

Many SCGA committee members were well spoken today. Namely Sarah Grew, Pam Sporta, Pam Davis, and our attorney Charnel James.

I highly suggest we have Sierra County counsel confer with our SCGA attorney, Charnel, and come to terms that work for both sides of our community!

Let's have the attorneys have a go at this and try to find a common ground that serves our community at large.

Thank you,

Alison Deliman
Chuck McCaughan
25 Cedar Court
Pike, CA

From: Supervisor Lee Adams <hangman1885@jps.net>
Date: July 18, 2016 at 7:40:54 PM PDT
To: Mary Jo Addiego <maryjoaddiego@yahoo.com>
Subject: Re: Marijuana Ordinance

Mary Jo,

I appreciate your position and will pass your comments on to all my colleagues for their consideration.

If you wish to quote me, please get it right. My statement was that I not only represent district constituents, but have a legal responsibility to represent all residents of the county. While we are elected by district, the job description and title is county supervisor. I'm trying to balance my decision making process with listening to all in the district, and how it impacts all in the county. Your opinion is not universally shared by others, including some in your own community.

I realize there is passion on both sides of this debate in Sierra County as there is in most of the state. I wish I could find an answer to please all, but in this instance that just is not possible.

As I suggested today, any one or any group can initiate an initiative to go before the voters. If you are others dislike what the board proposes, I'd encourage you to seek the support of the majority of the county with your own alternative.

Thank you.

Lee Adams
Sierra County Supervisor
District One
PO Box 1
Downieville, CA 95936-0001
916.709.6880
hangman@sierracounty.ca.gov

On Jul 18, 2016, at 6:19 PM, Mary Jo Addiego <maryjoaddiego@yahoo.com> wrote:

Lee,

I strongly oppose the revised medical marijuana ordinance. As far as I am concerned, the new ordinance is basically a rewrite of Ordinance 1071 with very few exceptions. I am extremely frustrated with this process. Your statement in today's committee meeting that you do not have to act on behalf of your constituents is nothing less than infuriating. As a member of the Sierra Grower's Association, we are prepared to fight for our rights.

As I have stated in past emails, there are three family members residing in my home that require marijuana to treat illnesses. The new ordinance draft only allows for two prescriptions. Who are you to restrict all of us from growing our medicine? Your lack of empathy is appalling. If a recall of your office is initiated, I will be supporting the process.

Sincerely,

Mary Jo Addiego

Michelle Burr

From: belle sandwith <bellestarr1@gmail.com>
Sent: Monday, July 18, 2016 11:03 AM
To: Lee Adams
Cc: Paul Roen
Subject: proposed marijuana ordinance

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Supervisors

I writing you about the proposed marijuana ordinance. Please do not take my lack of attendance at the meeting as a lack of interest. I am having severe spinal problems and have not been able to handle the winding ride to Downieville. I am going to see my spinal surgeon today. Hopefully I will be able to attend the Supervisors meeting tomorrow in Loyalton.

The proposed ordinance is discriminatory and unfair, just like the last one. All of the focus has been on the outdoor growing and if we are really to be forced to grow indoors there are issues that need to be addressed.

The formulas for yield between indoor and outdoor growing are completely different. When outdoor growing, yield is approx. 1-3 pounds per plant. Indoor growing is based solely on lighting wattage and the expectations for indoor yield is about one pound per 1000 watt of lighting. Your restriction of 1200 watts total would produce slightly over one pound total. 1200 watts would be 2x600 watt lights and would only be enough lumens to grow 4 maybe 5 plants total. This limits a patient to one pound of medicine every 6 months, as that is the total life cycle of the plant from clone to harvest. I CANNOT live on two pounds per year.

If you are going to force indoor growing inside my personal property at least permit me sufficient lighting to utilize the 10 plant limit.

Also, this issue should be Zoning based, not solely on property size. This is said to be a nuisance issue. My neighborhood is zoned Rural Residential and my neighbors have horses, chickens and pigs. My marijuana crop does not crow at the sunrise, neigh or kick the stalls all night and I think the "offensive odor" is much more pleasant than sun baked manure.

This issue is a political witch hunt costing the county money it doesn't have. Please drop this issue and deal with real problems of the county-poverty, the trailer park, a general plan, the lack of a county Administrator, etc. Thank you, Belle

Michelle Burr

From: Sharon Dryden <sharondryden14@gmail.com>
Sent: Tuesday, July 19, 2016 3:11 PM
To: Clerk-Recorder
Subject: Marijuana ordinance

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Board of Supervisors

I support the proposed ordinance as drafted to allow "personal use" cultivation of marijuana by property owners.

I live in Sierra Brooks and a property a few lots up the street was recently sold.

The first thing I noticed was the removal of all the large trees in the back yard.
Next came a 6' high solid perimeter fence, (which I thought was not allowed by CCR regulations to begin with, but apparently that did not deter them.)
Then a large metal gate was installed across the front, and this beautiful park like property became a enclosed fortress.
All of this to protect the very large greenhouse in the back yard, that began to have a very strong stench that over took the block.

It soon became obvious that they have a commercial grow operation on the property.
My concern is the safety of the neighborhood and the kids who live here.
I do not care if my neighbors grow for personal use in their greenhouses, but a large unfriendly population of commercial growers
who only moved here because we have lax policies on cultivation, are not compatible with the life style we want to have here in Sierra County.
This property lowers our property values, and has caused a lot of my neighbors to be worried about their kids and their own personal safety.

I thank-you for your time and consideration, and the dedication you have to our community.

Sincerely,
Sharon Dryden

Michelle Burr

From: meditor@sierracountyprospect.com
Sent: Wednesday, July 20, 2016 9:10 AM
To: Clerk-Recorder
Subject: supervisor compensation

Hi,
Is this information current and correct?
\http://www.sierracounty.ca.gov/AgendaCenter/ViewFile/Item/1629?fileID=2132
Is a cash package value available for the supes?
Thanks,
laurenc

Laurenc L. DeVita MA
www.resilientsierra.com
(530) 448 9092

Michelle Burr

From: Russell Rosewood <rnrosewood1@gmail.com>
Sent: Monday, July 25, 2016 7:55 AM
To: Clerk-Recorder
Subject: Fwd: Poor Governance

Subject: Poor Governance

Editors and People in Charge
I may be the only non grower, non medical marijuana patient, and seldom user of the herb, that regularly speaks out about the injustices foisted upon the People of Sierra County, but every individual property owner - user or not, should be leery of what our Supervisors - specifically Adams and Roen, are proposing.
Forget for a moment that there are a considerable number of "Med Can" patients, wishing to grow their own medicine, that aren't wealthy enough to own two or more residential acres in our County, or willing to sign up for regular Sheriffs searches. Instead, focus on the fact that these Supervisors want to tell you what you can do on your own property, and in your own home! And that your rights of privacy and property are given up to their whim, and that of a variety of County offices! Can you honestly say this doesn't verge on becoming a "police state"? Quibble if you want about the legality (or not) of "commercial grows", but to step on the rights and privacy of all of the tax paying homeowners in Sierra County, in legally acceptable properties, I am disgusted by that poor governance!
Russell Rosewood
Calpine

Received July 31, 2016

I would like to clear the air about something that some people are confused about. They don't know the difference between being a property owner in Sierra Co. and being a resident of Sierra Co. A property owner may or may not actually live in Sierra Co, most either rent it out or come and go, mostly go. A resident actually lives here, full time, and may or may not own property here. As both a property owner and a resident for 45 years in Sierra Co, I resent people who claim to be residents who are not. This is our HOME, not someplace we picked up cheap so we could grow pot. We are the ones that have to live with the mess these carpetbaggers leave.

As far as the new ordinance goes I think the pro-pot people should be glad that this is a deal that for them is far better than the ordinances passed in Nevada,, Yuba, and Placer Counties, personally I wish our BOS would adopt the same ordinance of any of those counties. Ten plants, indoors, with stiff fines. They are complaining about twenty plants, outdoors, and low fines……REALLY……??????

Charlene Robertson, Pike

Michelle Burr

From: Russell Rosewood <rnrosewood1@gmail.com>
Sent: Saturday, July 30, 2016 9:21 AM
To: Clerk-Recorder
Subject: Some Non-emotional reading on Marijuana
Attachments: DPA_Marijuana_Facts_Booklet.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Supervisors
Please take a little time to read this information before making any foolish decisions on your constituents rights and reasons.
Thank you!
Russell Rosewood
Calpine
http://www.drugpolicy.org/sites/default/files/DPA_Marijuana_Facts_Booklet.pdf

Marijuana Facts

A Drug Policy Alliance release.

We are the Drug Policy Alliance and we envision a just society in which the use and regulation of drugs are grounded in science, compassion, health and human rights, in which people are no longer punished for what they put into their own bodies but only for crimes committed against others, and in which the fears, prejudices and punitive prohibitions of today are no more.

Please join us.

Marijuana Facts

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212.613.8020
nyc@drugpolicy.org
www.drugpolicy.org

Table of Contents

4 A brief history of marijuana

6 Is it true that marijuana has medicinal properties?

7 How strong is today's marijuana?

8 Is marijuana a gateway drug?

9 Are more people becoming dependent on marijuana?

11 Does marijuana impair driving the way alcohol does?

12 Does using marijuana have long-term effects on the brain?

13 Does marijuana negatively impact mental health?

14 Is there a relationship between marijuana and cancer?

15 What happens when you eat something made with marijuana (a "marijuana-infused edible")?

16 What are marijuana concentrates?

18 Should I talk to my child about marijuana?

19 Where in the U.S. is marijuana legal?

22 Does marijuana legalization lead to increased use?

23 Do people still get arrested and punished for using marijuana?

The Drug Policy Alliance (DPA) supports information and polices related to marijuana that are grounded in science, compassion, health and human rights. Safety is our top priority, especially when it comes to young people.

For over 20 years, DPA has been at the forefront of marijuana law reform. We support marijuana laws that regulate marijuana effectively and that no longer arrest, incarcerate, disenfranchise and otherwise harm millions – particularly people of color, who are disproportionately affected by the war on drugs. We also work to promote the development of a safe, responsible, inclusive and ethical marijuana industry.

A brief history of marijuana

4,000 B.C.

Earliest record of marijuana's medical use.

1937

Congress passes the Marihuana Tax Act, marking the start of federal marijuana prohibition.

1971

President Richard Nixon launches the 'war on drugs' and places marijuana in the most restricted category of drugs.

1980s

President Ronald Reagan drastically escalates the drug war, leading to skyrocketing arrests and incarceration for marijuana.

1996

California becomes the first state to approve medical marijuana, with the passage of Proposition 215.

The use of marijuana for both medicinal and recreational purposes is not new. Indeed, the use of marijuana has been documented as far back as 12,000 years ago, making it one of the earliest cultivated crops.

The first record of its medicinal use dates back to 4,000 B.C. in China, where the plant originated and was used as an anesthetic during surgery. Records from 1,000 B.C. in India praise it for reducing anxiety. By medieval times, the plant had reached Europe; and German records indicate it was used for toothaches and for relieving pain during childbirth.

Marijuana was widely used in the U.S. for centuries, where it was considered a useful drug for the treatment of numerous afflictions, and remained part of the U.S. Pharmacopoeia until 1941. Marijuana was criminalized in the early 20th century, not because of

2010

Marijuana legalization becomes a mainstream political issue as a California ballot initiative, Proposition 19, pulls off a near-victory.

2012

Colorado and Washington become the first U.S. states – and the first political jurisdictions anywhere in the world – to legally regulate marijuana.

2013

Uruguay becomes the first nation to legally regulate marijuana.

2014

Oregon, Alaska, and Washington, D.C. pass ballot initiatives to legalize marijuana, and New York becomes the 23rd state to approve medical marijuana.

any evidence of risk to public health or safety, but rather as a result of racial prejudice against an influx of immigrants arriving from Mexico who were using marijuana.

"The idea that this is an evil drug is a very recent construction," says Barney Warf, a professor of geography at the University of Kansas in Lawrence and author of *High Points: An Historical Geography of Cannabis*. And the fact that it is illegal is an "historical anomaly."

This booklet is intended to provide brief answers to some of the most commonly-asked questions about marijuana. We hope it will help you better understand this plant and its effects.

Is it true that marijuana has medicinal properties?

Absolutely. For many seriously ill people, medical marijuana is the only medicine that relieves pain and suffering, or treats symptoms of their medical condition, without debilitating side effects. Marijuana's medicinal benefits are undeniable, now demonstrated by decades of studies published in highly respected medical journals.

For some people, marijuana can:

- Alleviate symptoms of a wide range of debilitating medical conditions, including cancer, HIV/AIDS, multiple sclerosis, Alzheimer's Disease, epilepsy, and Crohn's Disease
- Act as a safer and more effective alternative to narcotic painkillers
- Treat severe pain
- Reduce nausea induced by cancer chemotherapy
- Stimulate appetite in AIDS patients
- Reduce intraocular pressure in people with glaucoma
- Reduce muscle spasticity in patients with neurological disorders
- Help manage some mental health conditions, particularly PTSD

Although 25 states and Washington, D.C. have legalized marijuana for medical purposes, and there is a plethora of scientific research establishing medical marijuana's safety and efficacy, the federal government (by way of the Drug Enforcement Administration and the National Institute on Drug Abuse) is blocking the clinical trials necessary to turn the marijuana plant into an FDA-approved prescription drug.

Alternately, doctors may legally prescribe Marinol, an FDA-approved pill that contains 100 percent THC – but patients don't find it as effective as marijuana because it lacks the other therapeutic compounds found in the plant.

How strong is today's marijuana?

The marijuana available today is the same plant that has been used for thousands of years. Due to the large number of marijuana varieties, however, the level of THC – the main psychoactive ingredient – varies.

Interestingly, marijuana tested in areas where it is illegal tends to be stronger. Why? Because when access to a particular substance is sporadic, risky and limited, both consumers and producers are incentivized to use or sell higher potency material. There was a similar trend during alcohol Prohibition, when beer and cider were largely replaced by spirits and hard liquor, which are easier and more profitable to transport.

On the other side of the coin, when access is regulated and controlled, as in states where medical marijuana is legal, we see a wider variety of potencies, including marijuana with virtually no traces of THC, but high in cannabidiol (CBD) – which is therapeutic, but not psychoactive.

Different methods of ingestion can also impact the strength of marijuana. Marijuana-infused edibles, for example, can have a stronger intoxicating effect and last longer than smoking. It's important to regulate dosage and remember that it can take up to one hour before a marijuana edible takes effect. (See page 15 for more on this.)

Is marijuana a gateway drug?

Marijuana is the most popular and easily accessible illegal drug in the United States today. Therefore, people who have used less accessible drugs such as heroin, cocaine and LSD, are likely to have first accessed marijuana and other more accessible drugs, including alcohol. But the use of one does not cause the use of another.

Most people who try marijuana never go on to use any other illegal drug, and the vast majority of those who do try another drug don't become dependent on it, or go on to have associated problems. Indeed, for the large majority of people, marijuana is an endpoint in drug use rather than a so-called "gateway drug". New evidence suggests that marijuana can even serve as an "exit drug," helping people to reduce or eliminate their use of more harmful drugs such as opiates or alcohol by easing withdrawal symptoms.

Are more people becoming dependent on marijuana?

In a word: no. Fewer than 10 percent of those who try marijuana ever end up meeting the clinical criteria for dependence, whereas 32 percent of tobacco users and 15 percent of alcohol users do.

Some people argue that rates of marijuana dependence are increasing because marijuana treatment admissions are increasing. However, the primary reason we're seeing an increase in admissions is because the criminal justice system is referring more people to treatment instead of jail or prison, as a result of policies implemented over the past two decades to stem the skyrocketing U.S. prison population.

That's why just 45 percent of people who enter marijuana treatment meet the official criteria for marijuana dependence. More than a third hadn't even used marijuana in the 30 days prior to admission. When given the choice between treatment and jail, however, most people will choose treatment regardless of whether they're struggling with addiction.

In addition, the removal of criminal barriers and creation of legitimate markets for obtaining marijuana has destigmatized marijuana use. Thus, people who use marijuana are more likely to seek substance abuse treatment, with less concern about the social and criminal consequences of outing themselves.

Even though marijuana is becoming more acceptable, there is no evidence of an increase in levels of marijuana dependence in the general population.

Does marijuana impair driving the way alcohol does?

Yes and no. Marijuana can affect perception and psychomotor performance, changes that could impair driving ability. But in driving studies, marijuana produces little or no car-handling impairment – consistently less than produced by moderate doses of alcohol and many legal medications.

Mixing marijuana and alcohol together amplifies potential risks. Surveys of fatally injured drivers show that when THC is detected in the blood, alcohol is often detected as well. That said, it is never a good idea to get behind the wheel when intoxicated, even if just from marijuana alone.

For some people, marijuana may play a role in bad driving, but the overall rate of highway accidents does not appear to be significantly affected by marijuana's widespread use. Also, people who frequently use marijuana appear to develop a tolerance to marijuana's impairing effects.

Unfortunately, as a result of marijuana's criminalization, harm prevention measures that exist for alcohol consumption – such as safe use guidelines, formal intoxication levels, designated driver education, and easily accessible information about how alcohol impacts physical and mental functioning – are not widely available for marijuana use. In states where marijuana is legally controlled and regulated, public education about using marijuana safely, including not driving under the influence, is becoming more readily available.

Does using marijuana have long-term effects on the brain?

Whether you've tried it yourself, or have been with someone under the influence of marijuana, you know that "getting high" can change how a person thinks and behaves. Some short-term effects may include immediate changes in thoughts, perceptions and information processing. The cognitive process most clearly affected by marijuana is short-term memory, but this usually disappears as soon as the person is no longer intoxicated.

So, what about long-term effects? Evidence does not support the notion that even heavy, long-term marijuana use by adults permanently impairs memory or other cognitive functions.

Some studies have shown that heavy marijuana use starting in the early teens has an impact on the brain, while other studies have shown no impact. What is clear is that much more research is needed.

A 2014 study of 2,600 young people found that when taking into account socio-economic factors such as environment, poverty, poor nutrition, parenting style, mental health, and alcohol use, the association between moderate marijuana use and IQ largely disappears. Still, it is strongly recommended that teens not use marijuana, as their brains are still developing, and in particular the part of the brain that controls emotional development can be sensitive.

For both adolescents and adults, it's important to understand the difference between use and misuse. "Drug use" includes all problematic and non-problematic drug use. "Misuse" can include both addictive use, and non-addictive problematic use (ie., driving while impaired).

Does marijuana negatively impact mental health?

There is no definitive evidence that marijuana causes some psychiatric disorders in otherwise healthy individuals. Most tellingly, rates of schizophrenia and other psychiatric illnesses have remained flat even during periods of time when marijuana use rates have increased. This is not to say that there is no relationship between psychoactive substances and mental functioning. Some effects of marijuana use can include feelings of panic, anxiety and paranoia, but these effects are temporary.

Part of the reason it's so difficult to detangle psychoactive substance use from mental health is age of onset. For most people, symptoms of mental disturbance occur in the late teens and early 20's. Teens are also more likely to experiment with marijuana and less likely to be open with their parents about their drug use and/or any symptoms of mental disturbance they may be experiencing. As a result, drug and alcohol use has usually already started by the time symptoms of mental illness become noticeable. This is why we see so many studies that confirm that most people diagnosed with severe mental illness have had a history of alcohol and/or drug use.

The alcohol and drug use was not the cause of the mental illness, however, but rather a behavior that coincides with the undetected development of mental health symptoms. In fact, research suggests that those with mental illness might actually be self-medicating with marijuana – turning to the plant to help manage their symptoms, rather than becoming ill after use.

Indeed, emerging evidence indicates that psychiatric patients who try marijuana show significant improvements in symptoms and clinical outcomes (such as lower mortality rates and better cognitive functioning) compared with those who have not. And some of the unique chemicals in marijuana, such as cannabidiol (CBD), seem to have antipsychotic properties. Now, researchers are investigating it as a possible treatment for schizophrenia and depression.

Is there a relationship between marijuana and cancer?

According to the most scientifically valid studies, long-term marijuana smoking is not associated with elevated cancer risk, including lung, melanoma, prostate, breast or cervix. Scientists hypothesize that the anti-oxidant properties of marijuana might override any cancer-causing chemicals found in marijuana smoke, therefore protecting the body against the impact of smoking. That alone is a huge surprise to most people, but that's just the beginning.

A study in 2009 actually found that moderate marijuana smoking over a 20-year period was actually associated with reduced risk of head and neck cancer. In fact, some of the chemicals in marijuana, such as THC and especially CBD, have been found to promote tumor cell death and show potential as effective tools in treating cancer!

Finally, marijuana smoking is not associated with any other permanent lung harms, such as chronic obstructive pulmonary disorder, emphysema or reduced lung function – even after years of frequent use.

What happens when you eat something made with marijuana?

Marijuana-infused products, often referred to as “edibles,” include any food, drink or tincture that is consumed orally. For some people, especially medical patients, these products are a better option than smoking, as their effects last longer and they can be manufactured with precise doses that more reliably meet patients’ needs (similar to how prescription medicines have very specific dosages).

As with any drug or alcohol, it’s very important to understand how much you’re ingesting, so as not to go overboard. Consuming 10-25 milligrams of THC (the psycho-active ingredient in marijuana) causes psychoactive effects that regularly last about four to six hours (and sometimes longer). How your body responds will depend on your individual metabolism, size and overall health. Also it’s important to remember that a marijuana edible can take up to an hour to have an effect, so it’s important to wait at least this long before ingesting more. For people using marijuana for medical reasons, higher doses are sometimes necessary to relieve pain.

The Drug Policy Alliance believes that marijuana edible products should be regulated and labeled with detailed information to keep consumers safe; and that all of these products are kept away from children.

What are marijuana concentrates?

"Concentrates" refers to a concentrated form of marijuana which is made into oils, butter, or black or brown sticky substances that sometimes have the appearance of wax or glass (sometimes called 'shatter').

There are over 500 chemicals in the marijuana plant and about 80 of those are cannabinoids, or the active ingredients, which also include terpines (aromas). Concentrate producers harvest these active ingredients from the plant and create a substance made up of only these, similar to juicing an orange. Concentrates are usually ingested via inhalation (either smoking or vaporizing), but can also be ingested orally, such as in an oil or tincture, or used as an ingredient in infused edible products in the form of oil or butter.

Many medical marijuana patients rely on concentrates because they enable them to ingest a large amount of cannabinoids fairly easily. Cannabinoids such as THC and CBD are found in higher levels in concentrates than in the raw plant. For example, THC levels in the raw plant range from about 5-20%, while in concentrates can range from 50-90% THC. These high levels might be ideal for patients seeking relief from debilitating conditions, but can potentially be too much for someone using cannabis as a relaxant or therapeutic agent.

Should I talk to my child about marijuana?

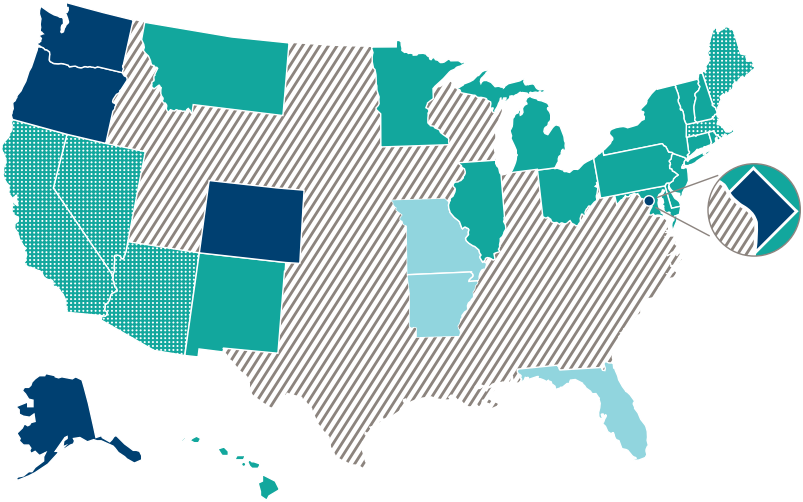
Keeping teens safe must be our top priority. Despite parents' wishes for teenagers to abstain from using marijuana, the fact is, many will experiment. To protect them, empower your child to make responsible decisions by providing them with honest, science-based information and teaching them the legal and social consequences of drug use.

When it comes to the "drug talk," be prepared to listen to their thoughts and feelings, and remain as nonjudgmental as possible. Let them know they can talk freely. Emphasize that you'd prefer that they don't experiment with marijuana because it could impact their growing brain, but if they do, stress the importance of moderation. Heavy/daily marijuana use among very young teenagers is most problematic, which is why marijuana legalization laws restrict use to those ages 21 and over.

Make it abundantly clear that you are concerned primarily with their safety, and that they have someone to turn to if they need help. If they find themselves in a compromising or uncomfortable situation, they need to trust that you will come to their aid immediately.

If the subject comes up with younger children, whose use is (hopefully) not even on the table, stick to the basic facts. Explain that for some, marijuana is a medicine; and while some adults use it to relax, similar to beer and wine, it can be damaging to young and developing bodies and is not appropriate, or legal, for kids. For more information on this topic please see the Drug Policy Alliance's booklet on this topic, *Safety First*.

Where in the U.S. is marijuana legal?



- Medical Marijuana
- Medical Marijuana and Marijuana legalization
- States with potential marijuana legalization ballot initiatives in 2016
- States with potential medical marijuana ballot initiatives in 2016

At least 28 countries around the world have eliminated criminal penalties for marijuana possession, including Canada, Belgium, Spain, and Jamaica. In 2013, Uruguay became the first country in the world to approve the legal regulation of marijuana for adult use.

In the U.S., laws vary from state to state, but they break down into four key categories:

- Completely illegal (possessing any amount is punishable by jail time and large fines)
- Decriminalized (possessing small amounts for personal use is either legal or only a minor civil infraction, but growing, selling, etc. is still illegal)
- Legal for medical reasons only
- Legal for recreational use (publicly sold, regulated and taxed like alcohol)

Where in the U.S. is marijuana legal? (cont.)

No matter where you are in the country, marijuana is illegal to transport across state lines; it's always illegal to drive under the influence; and it's illegal to use if you're under 21 (unless you're a medical marijuana patient).

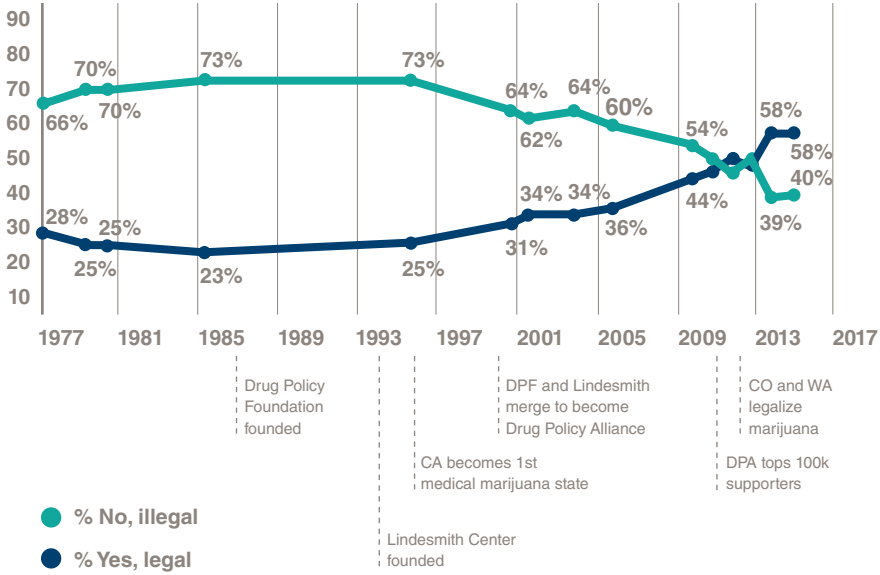
The recreational use of marijuana is legal in Washington, D.C. and four states: Colorado, Washington, Oregon and Alaska. Twenty-one additional states have legalized medical marijuana: Arizona, California, Connecticut, Delaware, Hawaii, Illinois, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, Ohio, Pennsylvania, Rhode Island and Vermont. In 2016, Massachusetts, California, Maine, Nevada and Arizona will likely be voting to legalize, as well.

In addition to the four states that have legalized marijuana, 16 other states have decriminalized marijuana to some degree.

Colorado and Washington (the first two states to legalize and regulate marijuana for recreational use) are showing just how successful ending prohibition can be. For example, in 2014, the first full year of legalization, Colorado collected over $76 million in marijuana taxes and fees, and the state of Washington is projected to bring in $190 million in their first four years of legalization. Additionally, arrests and charges have plummeted in these states, saving additional public expenditures and freeing up police and the entire criminal justice system to address more serious crimes.

While communities of color have borne the brunt of marijuana enforcement, they also experience formidable barriers to entry in the emerging legal marijuana industry. Some recent reforms have taken steps to begin to address this problem. California's legalization initiative, for instance, contains anti-monopoly and anti-discrimination measures, while Ohio's recently-adopted medical marijuana law ensures that a portion of licenses will go to those who have been most directly harmed by marijuana prohibition.

Poll: Do you think the use of marijuana should be legal?



Source: Gallup

Does marijuana legalization lead to increased use?

Changes in marijuana laws have not been found to have a significant impact on rates of adult use. According to the National Academy of Sciences, "There is little evidence that decriminalization of marijuana use necessarily leads to a substantial increase in marijuana use."

In short: legal access ≠ increased use.

When it comes to use by young people, several recent reports have found that in the majority of states that have approved medical marijuana, use among teenagers has actually decreased. Experts say this is due to a diminished “forbidden fruit” effect and decreased access to marijuana as it moves from the unregulated streets – where there are no age requirements – to inside licensed dispensaries, where you need to be 21 to purchase marijuana.

In Colorado, adolescent marijuana use has declined slightly since marijuana was legalized in 2012, according to a comprehensive survey conducted in 2015 by the state’s departments of education, human resources, health, and the environment.

In addition to looking at whether or not these new laws lead to a decrease or increase in use, it’s also important to examine whether or not legalization reduces the harms of both drug use and drug prohibition. In the case of marijuana, this includes reducing the stark racial disparities in the enforcement of marijuana laws, as well as the fiscal, health and human costs of arresting hundreds of thousands of people in the U.S. each year for marijuana possession.

Do people still get arrested and punished for using marijuana?

Believe it or not, despite the marijuana law reforms in several states, there are still more arrests for marijuana possession every year than for all violent crimes combined.

According to the FBI, 700,000 people were arrested for marijuana law violations in 2014 – comprising almost half (45 percent) of all drug arrests in the US. That's one marijuana arrest every 45 seconds! On top of that, 88 percent of arrests were for simple possession, not for selling or manufacturing.

All of these arrests are not cheap, either. U.S. states spend more than $3 billion enforcing marijuana prohibition every year.

Sadly, these arrests are largely based on racial prejudice and politics. The first anti-marijuana laws during the 1910s and 20s, were directed at Mexican migrants and Mexican Americans. Artists and performers – especially black jazz musicians – were also common targets. Today, Latino and black communities are still subject to wildly disproportionate marijuana enforcement practices, despite the fact that these groups are no more likely than white people to use or sell marijuana.

These arrests can create permanent criminal records that can easily be found on the internet by employers, landlords, schools, credit agencies and banks. And it can result in loss of employment, financial aid, housing and child custody. In many U.S. states, a marijuana possession arrest can still lead to months or even years behind bars. Clearly, a marijuana arrest is no small matter.

Over the past two decades, a powerful movement of people across the political spectrum has emerged to fight for more sensible marijuana laws. To learn more and get involved, please visit www.drugpolicy.org.

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From: Pam Saporta <pamsaporta@hotmail.com>
Date: July 31, 2016 at 3:59:51 PM PDT
To: "supervisor1@sierracounty.ca.gov" <supervisor1@sierracounty.ca.gov>, "supervisor2@sierracounty.ca.gov" <supervisor2@sierracounty.ca.gov>, "supervisor3@sierracounty.ca.gov" <supervisor3@sierracounty.ca.gov>, "supervisor5@sierracounty.ca.gov" <supervisor5@sierracounty.ca.gov>, "jbeard@sierracounty.ca.gov" <jbeard@sierracounty.ca.gov>, SCGA <sierracga@gmail.com>, "tbeals@sierracounty.ca.gov" <tbeals@sierracounty.ca.gov>
Subject: Medical marijuana draft ordinance

Dear Supervisors

I have carefully read the latest revision of the draft ordinance on the cultivation of medical marijuana. I applaud your inclusion of stronger language protecting our fourth amendment rights.

Taken individually, many of the clauses of the proposed ordinance seem fairly reasonable. However, taken together, they present a huge problem. It seems increasingly clear that your intent is to ban the indoor and outdoor cultivation of medical marijuana in as many ways as possible. This is hardly in keeping with the compassionate use act.

If a patient lives on less than two acres, they can't grow their ten plants outdoors. They could grow indoors, as long as it is not in their residence ("strictly prohibited " in section I -5), not in a permit exempt accessory structure, and not in a greenhouse which is considered "outdoor" and therefore not allowed on less than acres. (8.01.040 E,F). Or wait, is a greenhouse an accessory structure as described later in section J? No one can grow on *any* property, either indoors or outdoors, with a"multifamily residential structure" which one would assume includes duplexes and in-law units occupied by family members, such as an aging parent. A patient who can meet the setback requirements could conceivably grow in a new permitted accessory structure if they could afford to do so. However, the permit and inspection process are currently unduly lengthy due to understaffing caused by budgetary constraints.

In addition, collectives , which would allow people with insufficient acreage to grow collaboratively on larger parcels are prohibited. Dispensaries are prohibited. Delivery services - prohibited.(8.01.040B). Buying from other patients is against the law.

So I ask you, how are patients to obtain their medicine?

I have a few more questions and comments pertaining to specific parts of the ordinance.

I didn't see the separate ordinance banning commercial cultivation on your website. Have you eliminated it?

Definitions - 4. 'cultivation". How would this definition which includes planting, growing, harvesting, drying, or processing marijuana be applied to the absolute prohibition on the use of

an occupied residence for "cultivation"? Where are we allowed to perform these activities, which commonly take place in a home or outbuilding.

Why is lighting prohibited outdoors and in greenhouses if it can be shielded from public view and uses appropriate UL listed fixtures?

Section G - limitations.
G-2. Still implies that starter plants must be grown within the 100 sq. ft. Nobody growing outdoors does this, as the young plants must be started in a sheltered location.
G - 3. Why is cultivation limited to no more than two individuals per parcel? If the objective is to limit the impact of cultivation to twenty plants, why not simply say so?
I can't think of any reason not to let more than two patients or caregivers share the twenty plants, can you?

Section H - prohibitions. 1. Since the law of the land requires the separation of church and state, I find it inappropriate that churches will be given special consideration under this ordinance. While youth may be present at a church at times, they are often present at many places, and I don't feel a church qualifies as a youth oriented facility. I mean no disrespect to religion here. I'm simply tired of medical marijuana patients being stigmatized as dangerous people whose actions are inconsistent with family values and religion, when we are simply ordinary members of society who use a safe and effective herbal medicine.

H-2. Special zoning districts. Could Mr. Beals please provide a map of these districts to the public? People may be surprised to find out where these districts are drawn. When this goes on the ballot, a map of these districts should be included in the full text of the ordinance for the voters to see.

I-2. ' marijuana cultivation shall not adversely affect....". Could we add the phrase "using the same standards as set forth in the County General Plan for similar agricultural uses " to that section?

I-5. Prohibition of cultivation in living areas of an inhabited structure. If you can't grow indoors and you can't grow outdoors, where can you grow? Removing this clause would resolve many of the issues I raise in this letter and allow more patients to grow their medicine in the privacy of their home.

Well, my typing finger is getting tired, so I'll look forward to discussing these ideas with you on Tuesday. Thanks for your consideration.

Pam Saporta, Pike

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
August 2, 2016	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Discussion/direction regarding response to the 2015/2016 Sierra County Grand Jury Report.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
2015/2016 Grand Jury Report

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

FILED
SIERRA COUNTY CLERK
JUL 06 2016
HEATHER FOSTER
BY: _____ DEPUTY

FILED
JUL 05 2016
SIERRA SUPERIOR COURT
BY _____ CLERK

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 if July, 2016

SIERRA SUPERIOR COURT
BY _____ **Clerk**

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

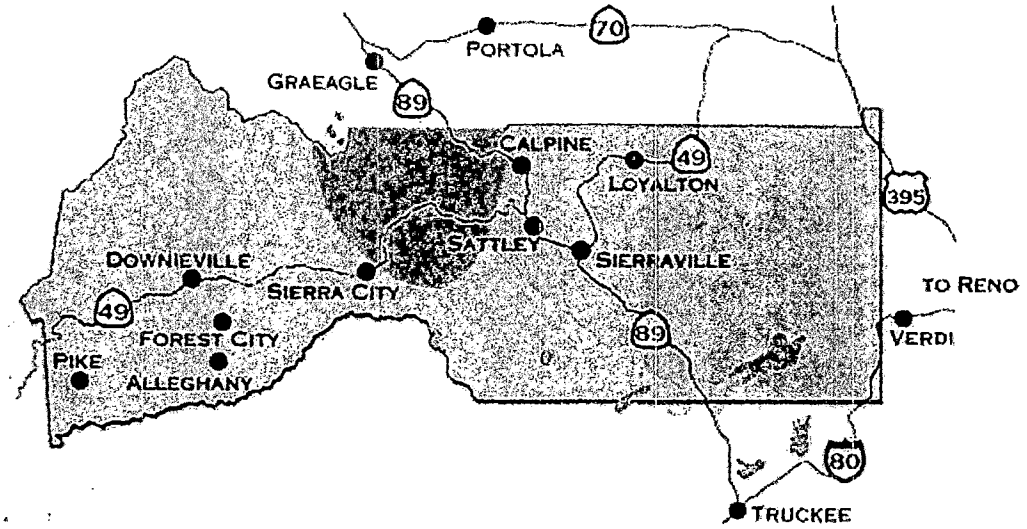
F:\grandjury\15-16\Final Report\minute order to file final report.wpd

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 _____

SIERRA COUNTY GRAND JURY 2015-16 FINAL REPORT



INDEX

1. Members or the 2015-2016 Grand Jury 2.

2. Introduction 3.

3. Grand Jury Overview 4.

4. Sierra County Waste Management Analysis 5.

5. Annual Review of The Jail and Law Enforcement Facilities 16.

6. Investigation of Water Conservation Enforcement in Sierra Brooks 18.

7. Sierra County's Fire Protection Districts 21.

8. Required Responses 29.

9. Grand Jury Suggestions and Complaints Form 30.

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 Loyalton 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

--Avalex Engineering—*Final Closure and Post Closure Plan,* 2/5/2016

--Avalex 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 therefor 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

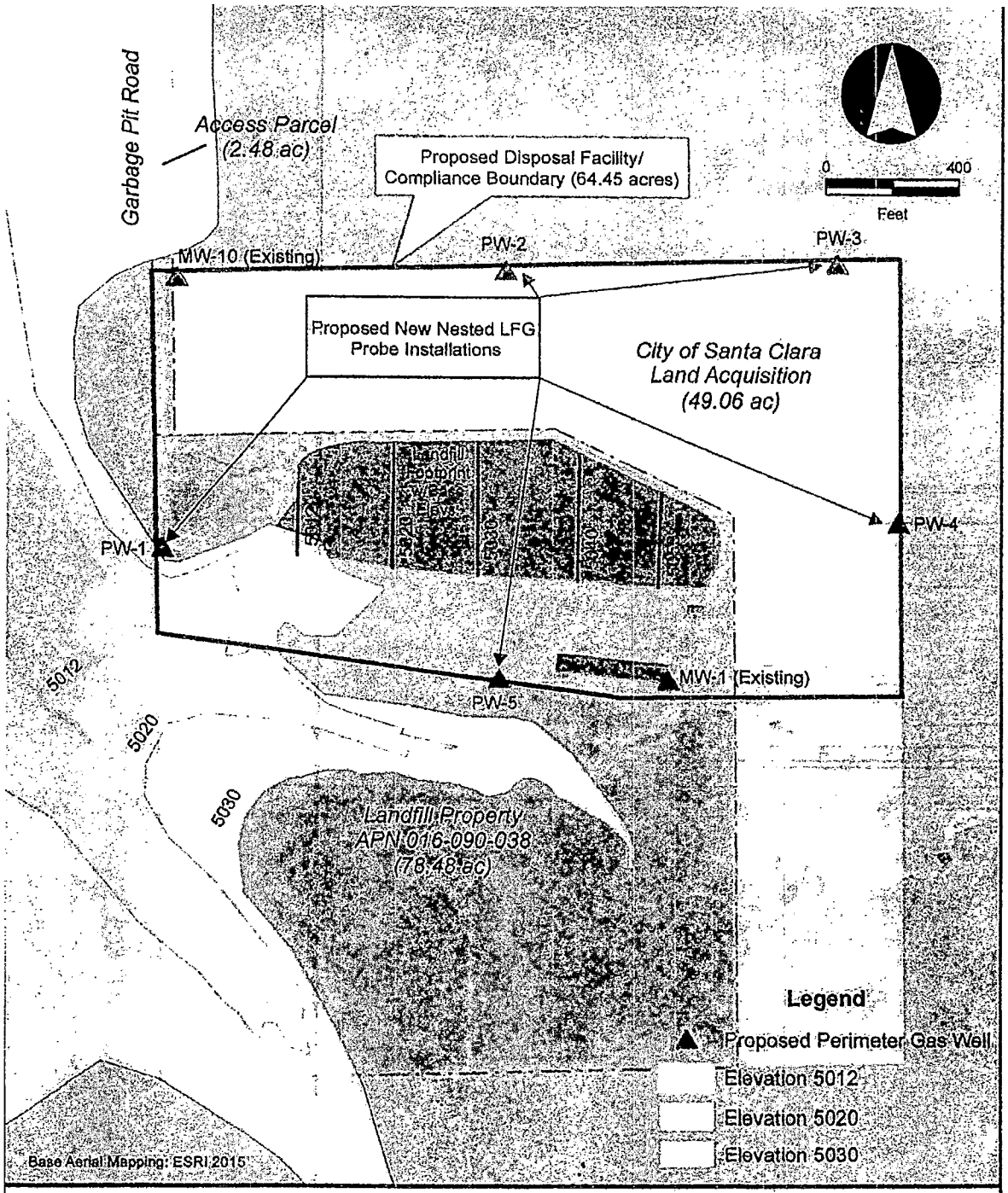


FIGURE 7 - PROPOSED LFG PERIMETER MONITORING NETWORK

AVALEX INC. Civil Engineering and Environmental Services P.O. Box 550218 South Lake Tahoe, CA 96155 Phone (530) 543-3200 www.avalex.info	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

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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 aide 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 aide 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.

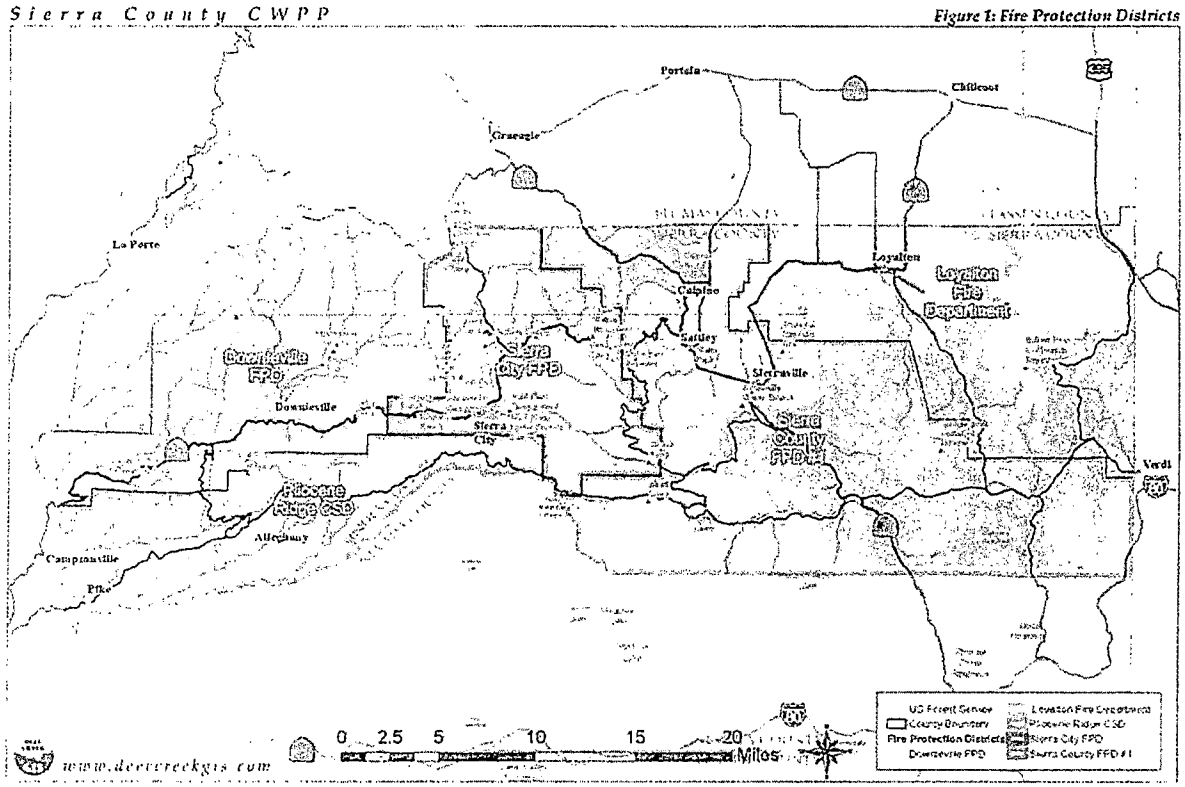
R.6. Pliocene Ridge CSD should continue to prioritize the completion of the Fire Station. We encourage the Pliocene Ridge community to continue to support this effort.

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 for 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

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

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

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

AGENDA ITEM: Continued discussion/direction regarding notice from Larry Ostrom canceling Sierra County Agreement 2002-207 for Grant of Right of Way and Road Maintenance.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
See attached email from Mr. Ostrom and copy of Sierra County Agreement 2002-207

BACKGROUND INFORMATION: This item was continued from the June 7, 2016 meeting.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Heather Foster

From: RRLewis H2OCO <rrlewish2o@gmail.com>
Sent: Wednesday, May 11, 2016 3:38 PM
To: Tim Beals; Heather Foster
Subject: Re: 49er Drive

Follow Up Flag: Follow up
Flag Status: Flagged

To the Board of Supervisors: please consider this notice that we are cancelling Agreement 020207 for Road maintenance as of this date. Please notify the State of California so that you are not to be paid mileage for the Roads covered. We will be happy to reconsider this type of Agreement when you have personnel in place that want to work together with us and can afford us ample time to appear for magical meetings.

Larry Ostrom

On Wed, May 11, 2016 at 3:31 PM, RRLewis H2OCO <rrlewish2o@gmail.com> wrote:

> On Wed, May 11, 2016 at 3:03 PM, Tim Beals <tbeals@sierracounty.ca.gov> wrote:
> To avoid this email exchange from continuing, you will be receiving a letter on the encroachment issue and of course you can rebut that at the time. I can tell you your assumptions are incorrect.
>
> On the surfacing issue we intend to surface the county road as a maintenance effort with grindings and to restore areas impacted by snow removal. The decision on the widening will occur after the Friday meeting with the property owners. Sorry you cannot make it and feel free to send Cliff or someone on your behalf.
>
> This and previous emails to you are the notice referred to in the right of way agreement. Your outright rejection of this maintenance work is unfortunate and is noted for the record.
>
> Take care Larry
>
> Tim Beals
>
> Sent from my iPhone
>
> On May 11, 2016, at 2:43 PM, RRLewis H2OCO <rrlewish2o@gmail.com> wrote:
>
>> Putting regrind down, whether it is free or not, is expensive when you go 8" thick. If you put the material down, expect the agreement to be cancelled. This and your other "minor" work like paving Ostrom Way without permission is typical.
>>
>> The deeds on the property indicate a public utilites and road easement. I would expect no less than the county not making an as build layout of the road. We will be continuing our pipeline work. If we don't have a permit, why did you accept the bond and the check. You might also read the agreement again in that this is a private road for public use.
>>
>> L

On Wed, May 11, 2016 at 1:37 PM, Tim Beals <tbeals@sierracounty.ca.gov> wrote:

Larry your comments are noted. We are asking for your cements on the scope of what I outlined. Remember that this is a county road and by virtue of the right of way agreement we are sending you notice for the work within the road section applicable to the agreement . How we put material down, why, when, and so forth are county concerns and to answer your immediate comment, the road grindings have been and continue to be free just so your opinions can be factually correct. Wasteful is not accurate but thanks for your opinion.

On the location of property corners on the county road your surveyor can easily locate them. However if any excavation or digging in the county road or right of way is contemplated you will need an encroachment permit. I will be sending you correspondence soon about your work last year in the county right of way and confirm with you that you have no valid permit for any encroachment work. Just so you know so there is no confusion

Tim Beals

Sent from my iPhone

On May 11, 2016, at 1:22 PM, RRLewis H2OCO <rrlewish2o@gmail.com> wrote:

If you remember correctly, I said that REGRIND is good for dust control. I never approved 8" of regrind as that is not only wasteful it is outrageously expensive.

Also, on Wild Plum Ridge, since you paved over the corners, would you mind having your people mark the common corners in the center(?) of the paving so that we can continue with the new water line and fire line.

Thanks

Larry

On Wed, May 11, 2016 at 12:57 PM, Tim Beals <tbeals@sierracounty.ca.gov> wrote:

Thanks for your comments and I will consider them in the decision. I expect to send you a decision by Monday. I doubt any real change will be noticed to anyone but we will see. As for the existing surface I recall that you endorsed as well as encouraged us to use grindings on the road. It is what we will continue to do for the immediate future as it keeps dust down and provides a good riding surface that is easy to maintain. Sorry you cannot be here on Friday

Tim Beals

Sent from my iPhone

On May 11, 2016, at 11:43 AM, RRLewis H2OCO <rrlewish2o@gmail.com> wrote:

Your meeting notice is too short for me to attend. We also object to any more work being done on Forty Niner while we are reviewing the agreement. You have already placed over 8" of regrind on the upper end of Forty Niner (where we crossed to put in the pipeline) as part of your minor repairs. We are also looking at the relocation of the fire line and, in fact Forty Niner Drive to place it on the south edge of property lines.

Larry

On Wed, May 11, 2016 at 8:24 AM, Tim Beals <tbeals@sierracounty.ca.gov> wrote:

> For your information I am meeting with several property owners on Friday to discuss our small road widening proposal so if you are interested, you can attend as well. At this point it is set for 9:00 am.
>
> Tim Beals
>
> ---
>
> **From:** Tim Beals
> **Sent:** Monday, May 09, 2016 4:21 PM
> **To:** 'RRLewis H2OCO' <rrlewish2o@gmail.com>
> **Cc:** Peter Huebner <phuebner@sierracounty.ca.gov>; 'Nordis Ostrom' <nordis1955@gmail.com>; 'Sigurd Ostrom' <ostrom17@att.net>; Mark Daigle <mdaigle@sierracounty.ca.gov>
> **Subject:** 49er Drive
>
> Larry....this is providing you notice that we will be placing additional asphalt grindings on 49er Drive in the near future as maintenance to deal with potholes and areas impacted by snow removal operations over the past few years. Additionally, there is a location down by the Nordis Ostrom residence (across and below from Sig) that is more narrow than the balance of 49er Drive. We intend to make a slight increase in width (less than five feet) to make snow removal operations easier and all work will be within the right of way granted under Agreement 020207. Within the next week we will conduct a quick field review to mark the limits of the widening and we plan to do the work by the end of the month. Thanks and this information is provided consistent with the terms of the referenced agreement.
>
> Tim Beals

020207
OCT 07 2002

Agreement for Grant of Right of Way and Road Maintenance

This Agreement is made on this 7th day of October, 2002, by and between the County of Sierra (County) and the Ostrom Family Trust, (Ostrom Trust), and is for the purpose of providing a grant of right of way for public use of certain roads located within the unincorporated area of Sierra County.

Recitals

Whereas, the Ostrom Family Trust is the successor in interest in title to certain real property located in Sierra County, and consisting of the roadbeds for 49er Drive, Ostrom Way and Ostrom Lane. The respective roads are shown on Exhibit "1" attached to and incorporated in this Agreement by this reference (collectively the "Roads"); and

Whereas, the parties recognize and agree that these Roads are located in an area in Sierra County that annually receives a significant amount of snow fall which must be removed by public or private efforts in order to sustain the residents' ability to access their property and the public's ability to access the area served by these Roads; and

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

Whereas, in executing this Agreement it is the intent of the County and Ostrom Trust to grant the County a right of way for public use of the Roads, in accordance with the provision of Streets and Highways Code Section 969.5, and to thereby put aside any previous disputes concerning the status and the County's right to use and maintain said Roads.

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

1. Ostrom Trust hereby grants to County a right of way on 49er Drive beginning at its most northerly point and extending to approximately 50 feet south of the common property corner between the two parcels referred to as Assessor's Parcel Numbers (APN) 008-161-007-0 and 008-161-008-0; a right of way consisting of 50 feet in width on Ostrom Way for its full length; and a right of way consisting of 30 feet in width on Ostrom Lane for its full length. These grants shall be along the alignment of the existing road, not to exceed a width of 16 feet and are made for the purpose of use of said Roads by the County and the public; provided however, that County shall be allowed to utilize the full width of the road easements (as reflected on the deeds for the property abutting said Roads) for the purpose of its snow removal activities, including snow storage.

2. County hereby accepts said grants of right of way and based thereon agrees to provide snow removal and maintenance on each of the Roads. The snow removal shall be provided in accordance with the policies, procedures, and priorities as may from time to time be established by appropriate action of the Board of Supervisors and consistent with the funding for such work within the regularly adopted County budget.

3. County agrees to reasonably coordinate with and to reasonably seek advance input from Ostrom Trust's designated representative prior to conducting any maintenance work on said Roads. Ostrom Trust agrees to reasonably coordinate with the County prior to conducting work on the RR Lewis Small Water System, within the roadbeds. Except in cases of emergency or other urgent circumstances, compliance with this provision shall require written or faxed notice to the other party not less than 14 days prior to the initiation of any proposed work (excluding snow removal) in order to assure that such work does not significantly interfere with any work planned to be undertaken by the County or by the Ostrom Trust on the RR Lewis Small Water System's pipelines which lie under said Road rights of ways.

4. County also agrees not to undertake any improvement work, without the prior approval of Ostrom Trust, provided however, that said approval shall not be required as to any improvement work required in order to eliminate any known hazardous condition or safety problem. The approval of either party contemplated by this Agreement shall not be unreasonably withheld.

5. County agrees that Ostrom Trust shall not be required to obtain an encroachment permit from County as to the Roads, for the work on the RR Lewis Small Water System, nor shall Ostrom Trust be required to restore any of the Roads to a condition beyond that existing as of the date of the execution of this Agreement.

6. County shall indemnify, defend and hold Ostrom Trust harmless from any and all liability, damage or claim arising from the County's performance of this Agreement and use of said road rights of ways, except for damage, liability or claims that arise as a result of affirmative acts or negligence by Ostrom Trust and/or its agents, representatives or employees.

7. Ostrom Trust shall indemnify, defend and hold County harmless from any and all liability, damage or claim arising from the Ostrom Trust's performance of this Agreement except for damage, liability or claims that arise as a result of the affirmative acts or negligence by County.

8. In the event that the County subsequently elects to exercise its power of eminent domain to acquire any further interest in the Roads, then this Agreement shall be deemed null and void and the value of the property acquired by County shall be made without reference to the existence of this Agreement.

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

10. 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.

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

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

If to "County":
Director Department of Public Works
P. O. Box 530
Downieville, CA 95936

With a copy to:
Board of Supervisors
Post Office Drawer "D"
Downieville, CA 95936

If to "Ostrom":
4500 E. Fremont Street
Stockton, Ca. 95215
Attn: Larry Ostrom
Fax (209) 948-1959

With a copy to:
Michael Williams
P.O. Box 7683
Stockton, Ca 95267
Fax (209) 476-1674

COUNTY OF SIERRA

Pat A. Whitley

PAT A. WHITLEY
Vice Chairman, Board of Supervisors

Ostrom Family Trust

by W.L. Ostrom, Trustee

ATTEST:

Mary J. Jungi

MARY J. JUNGI
Clerk of the Board

APPROVED AS TO FORM:

Michael Williams
Counsel of Ostrom Family Trust

APPROVED AS TO FORM:

James A. Curtis
County Counsel

020207
OCT 07 2002

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Lassen } ss.

On 10/3/02 (Date), before me, Dolores M. Bulanti, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared W. L. Ostrum (Name(s) of Signer(s)),

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

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

DOLORES M. BULANTI
Commission # 1330032
Notary Public - California
Sierra County
My Comm. Expires Nov 21, 2005

WITNESS my hand and official seal.

Dolores M. Bulanti
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Agreement for Grant of Right-Way & Road Maintenance
Document Date: 10/7/02 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer
Signer's Name: W. L. Ostrum

☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Self

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

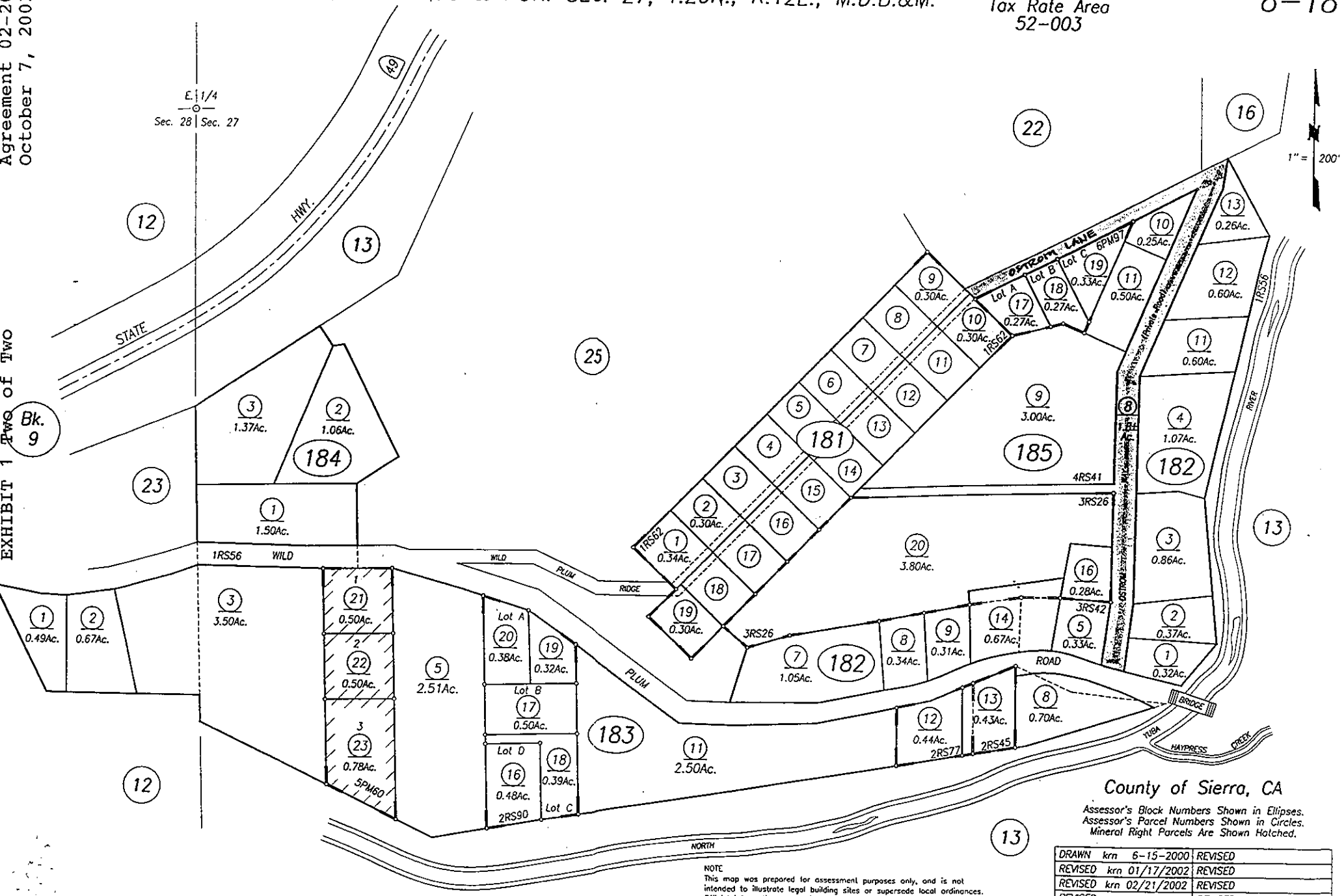
Agreement 02-207
October 7, 2002

EXHIBIT 1 Two of Two

SUBDIVIDED LANDS & POR. SEC. 27, T.20N., R.12E., M.D.B.&M.

Tax Rate Area
52-003

8-18



County of Sierra, CA

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

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

DRAWN krn 6-15-2000	REVISED
REVISED krn 01/17/2002	REVISED
REVISED krn 02/21/2002	REVISED
REVISED	REVISED

Copyright © 2000, Sierra County Assessor's Office, All Rights Reserved

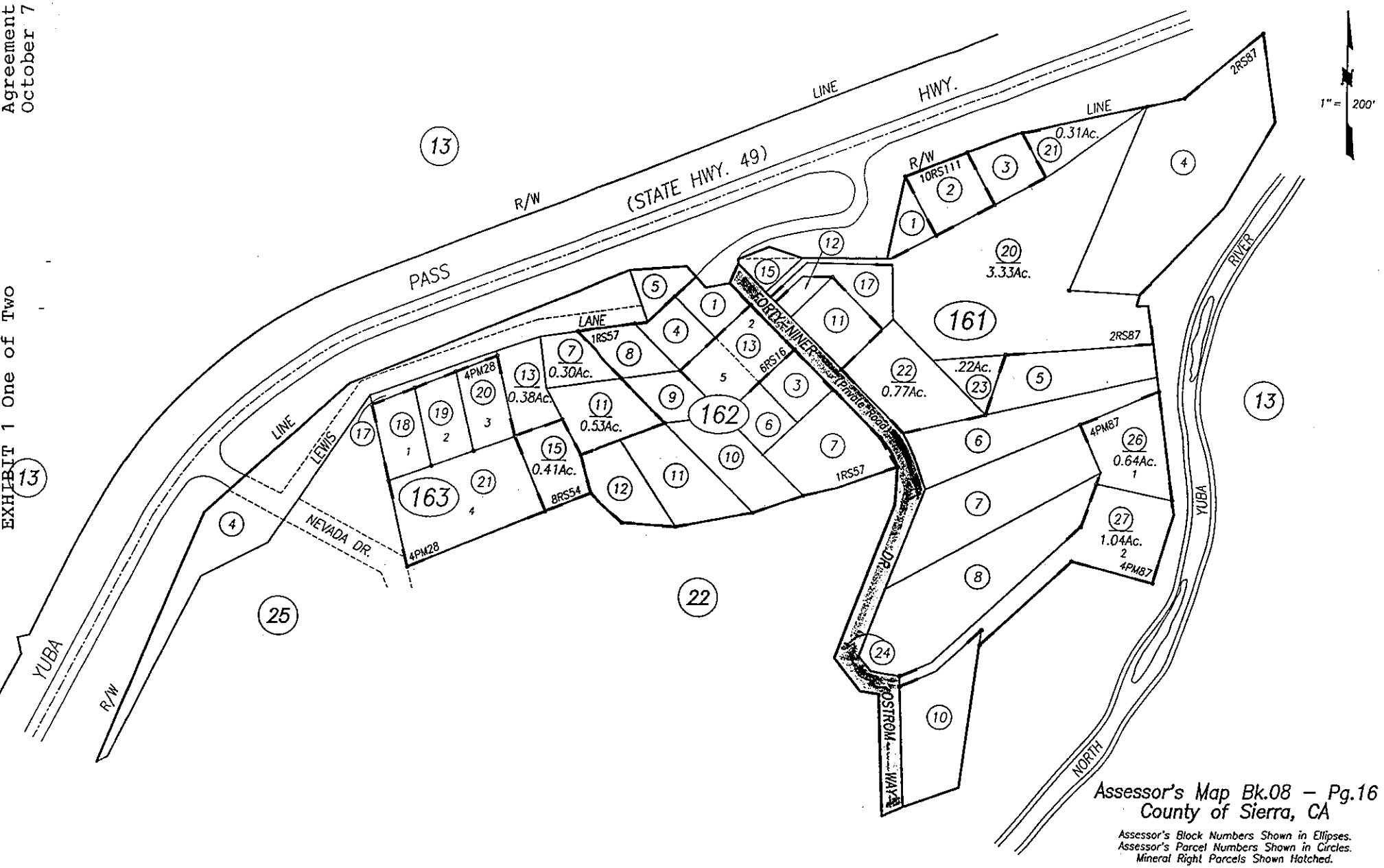
Agreement 02-207
October 7, 2002

EXHIBIT 1 One of Two

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

Tax Rate Area
52-003

8-16



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

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

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

DRAWN krn 2-9-1998	REVISED
REVISED	REVISED
REVISED	REVISED
REVISED	REVISED

Copyright 1998 By Sierra County Assessor's Office

Michelle Burr

From:	Whitman, Bradley J. <bjwhitman@fedins.com>
Sent:	Monday, August 01, 2016 7:54 AM
To:	Clerk-Recorder
Cc:	Tim Beals
Subject:	Property Owners abutting or Entering Ostrom Way, 49er Drive, Wild Plum Ridge Road
Follow Up Flag:	Follow up
Flag Status:	Flagged

August 1, 2016

TO: Sierra County Board of Supervisors
and Mr. Tim Beals, Director of Transportation

FR: Bradley J. Whitman
15 Squirrel Hollow Drive
Sierra City, CA 96125

RE: Snow Removal - 49er Drive

Gentlemen:

It appears that W. L. Ostrom's latest threat to revoke the snow-plow agreements on 49er Drive, Ostrom Way, and Wild Plum Ridge Road has literally placed the Sierra County Department of Transportation and the Board of Supervisors in a difficult situation.

Should the Board comply with this demand, it would violate the long standing grant deed easement rights of multiple property owners, jeopardize the health and safety of the citizens living in these neighborhoods, and expose Sierra County to never-ending legal problems as outlined in Mr. Beals's comprehensive report of 7/28/16.

We have learned over the last decade that property issues involving W. L. Ostrom cannot be resolved with reason, through compromise, or by acquiescence. The best way for Sierra County to extricate itself from this particular mess and, at the same time, protect the well-being of the residents of the area is to simply remove The Ostrom Family Trust/R. R. Lewis Small Water Co./W. L. and P. L. Ostrom from the equation. We, therefore, strongly urge the Sierra County Board of Supervisors to condemn 49er Drive, Ostrom Way, and Wild Plum Ridge Road. I do believe there's a strong chance that if the county condemn the roads in question that W.L. Ostrom will institute litigation. It might be best if the county filed suit against W.L. Ostrom and The Ostrom Family Trust/R. R. Lewis Small Water Co./W. L. and P. L. Ostrom. Handling litigated cases for 40 years it's better to be a plaintiff than a defendant.

Respectfully submitted,

Bradley J. Whitman

Bradley J. Whitman
Litigation Manager
Federated Insurance
Direct Dial: 916.631.1898
Email: pcclaims@fedins.com

This e-mail message and any attachments are confidential and meant for the exclusive use of the intended recipient or addressee. This message and any attachments, including any secure communications or attachments, are subject to monitoring or decryption by Federated or its agents. The message may also contain protected health information or personally identifiable information, both protected by state and federal law. PLEASE NOTE: The misuse of protected health information could subject you to civil or criminal penalties. If you have received this communication in error, please do not read it and notify the sender immediately by reply e-mail at the address above and permanently delete/destroy all copies of the message and all attachments. Any review, dissemination, distribution or copying of this message by any person other than the intended recipient(s) or their authorized agents is strictly prohibited. Thank you

July 31, 2016

TO: Sierra County Board of Supervisors and
Director of Transportation of Sierra County

FROM: Elise Ostrom
Property Owner at 220 Forty-Niner Dr.
And 35 Valhalla, Sierra City CA

The purpose of this letter is to respond to a notice that I received from Sierra County Director of Transportation, Tim Beals, on July 28, 2016 regarding the termination of County Agreement 2002-027.

I have been full-time resident of Sierra County since 1983 and a part-time resident since 1960. I own two properties that are served by Forty-Niner Drive in Sierra City. I have grave concerns regarding Larry Ostrom's latest threat to disallow the County's snow plowing and maintenance services to my community and neighborhood. The Board should know that this is not the first time Mr. Ostrom has threatened to disallow snow plowing in the area. Each time he does this, he puts the residents and the County in a compromising position. He has even threatened to sue me if I have a **private** snowplow operator on my easement, thereby leaving me completely snowbound.

I am an 89 year-old widow who counts on the County's snow plowing services in the winter months so that I can get to my doctor's appointments, to shop, to visit relatives and friends and to participate in other normal travels. And given my age, I can imagine the need for emergency medical services at some point. Should there be a fire in my home, there would be no way for emergency fire equipment to reach my residence. Yet, I am not the only person in the area who would be adversely affected.

We live in a vibrant neighborhood of full-time residents who are contributing citizens to this County. Among the contributors who are served by the roads in question are volunteer fire department members, substitute teachers, a County Supervisor, an office Manager of Tom's Snowmobile, the CFO of our Medical Clinic, the Director of Transportation, the owner of the only operating restaurant in Sierra City, a heavy equipment operator who provides services to many, County committee volunteers, residents who serve on the grand jury and participate in jury duty, to name a few.

Based on Larry Ostrom's past practices, I am convinced that the County will be subject to being held hostage to Mr. Ostrom's personal need for control for years to come. I believe that it is time to stop this nonsense and put this issue to rest once and for all. I am further convinced that the only way to accomplish this is for the

County to condemn the roads in question. The County simply cannot afford the time or money that has been spent and will continue to be spent on this issue.

Thank you for your time and consideration on this very serious matter.

Sincerely,

Elise Ostrom

Michelle Burr

From: Kelly Mehlhaff <kmehlhaff@comcast.net>
Sent: Sunday, July 31, 2016 8:49 PM
To: Clerk-Recorder; Tim Beals
Subject: RE: Agenda Item on Ostrom Way, 49er Dr., Wild Plum Ridge Road Agreement...

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Sierra County Clerk: We submit this letter to you to voice our comments regarding the item on your Sierra County Board Agenda for the meeting on August 2nd regarding discussion of the Road Agreement with Mr. Larry Ostrom. Our family owns a property on 49er Drive and we are very concerned with the outcome of this discussion and what decision may be made. We feel at a minimum that the Agreement should never be terminated but in actual fact it would be in the best interest of the homeowners and public that have access to these roads that the County have a permanent right-of-way and maintain the roads in perpetuity.
This is a public safety issue and peoples lives and value of their personal property is at stake here as mentioned in the staff report. It would not be fair to any of us to suddenly be cut off from emergency services for fire and medical when it has existed for the last 40 years.

We are not able to come to the hearing but please listen to the people who would be effected by this.

Thank you and Sincerely,

Lynanne and Kelly Mehlhaff of 226 49er Drive, Sierra City.

August 1, 2016

Tim H. Beals, Director
Department of Public Works and Transportation
Sierra County, California

RE: Request by the Ostrom Family Trust to terminate County Agreement 2002-0207

Dear Mr. Beals:

Your nine-point summation of the adverse impacts of the requested termination capture the reasons why the requested termination of the County Agreement should be denied. If approved, the termination would be a disaster for a community of home and property owners who have reasonably relied on continuation of snow removal and road maintenance under a well-settled agreement. Absent an extraordinarily compelling reason—none indicated--the request to terminate the agreement is arbitrary, destructive, and should be summarily dismissed.

Further, in order to avoid any future attempts by this private party to undermine the interests of the community property owners, we urge the Sierra County Board of Supervisors to proceed with either negotiated purchase or condemnation of Forty Niner Drive, Ostrom Way, and referenced portions of Wild Plum Ridge Drive.

Thank you for your consideration,

Phil Nowak
224 Forty Niner Drive
Sierra City

July 30, 2016

To: Tim Beals
Sierra County Director of Transportion

From: Paula Hester
38 Valhalla, Sierra City CA

I received the information regarding the possible revocation of the road maintenance agreement on Forty-Niner Drive (County Agreement 2002-0207). Thank you for alerting me to this potential life-style altering situation since Forty-Niner Dr. is my access road to Highway 49.

One would have to wonder what the motivation of such a drastic move would be. The more I think about it, the more perplexed I am. Forty-Niner Drive and Ostrom Way are used as thoroughfares for people accessing Wild Plum Road. It would seem that it would be unwise and dangerous to eliminate the possibility for emergency vehicles to access those areas during the winter months. It is frightening to think about fires or medical emergencies and to have no way for rescue vehicles to get to people in need.

Also, I work for Tom's Snowmobile, which happens to be one of the only thriving businesses in Sierra City. If I were unable to get to my job in the winter months, it would not only have an effect on me, but would also have an effect on the business. If snowplowing services were to be discontinued, it would make it difficult for me to get to work during the winter season, therefore making it difficult to support myself.

This threat by Mr. Ostrom is truly perplexing and does not make good sense for anyone involved for several reasons:

Most of us use propane as a source of heating, cooking or heating hot water tanks. I cannot imagine how a propane delivery truck or PG& repair vehicles or telephone repair vehicles could access our properties during the winter should we be without snowplowing services.

To ensure the health and safety of the significant population of full and part-time residents on Ostrom Way, Wild Plum Ridge and Forty-Niner Dr., I believe the best way to circumvent possible disasters from happening is for the Sierra County Board of Supervisors to vote to take these roads into possession to avoid the continuing saga and struggles in this situation.

Sincerely, Paula Hester

From: Loren Brown [mailto:lorenbrown60@yahoo.com]
Sent: Sunday, July 31, 2016 9:54 AM
To: Tim Beals
Subject: 49er Drive Supervisiors' Meeting

July 31, 2016

TO: Sierra County Board of Supervisors
and Mr. Tim Beals, Director of Transportation

FR: Loren and Dawn Brown
222 49er Drive
Sierra City

RE: Snow Removal - 49er Drive

Gentlemen:

It appears that W. L. Ostrom's latest threat to revoke the snow-plow agreements on 49er Drive, Ostrom Way, and Wild Plum Ridge Road has literally backed the Sierra County Department of Transportation and the Board of Supervisors into a corner.

Should the Board comply with this demand, it would violate the long standing grant deed easement rights of multiple property owners, jeopardize the health and safety of the citizens living in these neighborhoods, and expose Sierra County to never-ending legal problems as outlined in Mr. Beals's comprehensive report of 7/28/16.

We have learned over the last decade that property issues involving W. L. Ostrom cannot be resolved with reason,

through compromise, or by acquiescence. The best way for Sierra County to extricate itself from this particular mess and, at the same time, protect the well-being of the residents of the area is to simply remove The Ostrom Family Trust/R. R. Lewis Small Water Co./W. L. and P. L. Ostrom from the equation. We, therefore, strongly urge the Sierra County Board of Supervisors to condemn 49er Drive, Ostrom Way, and Wild Plum Ridge Road before the snow flies.

Respectfully,

Loren and Dawn Brown

From: David M. Rubiales [mailto:rubiales@infostations.com]
Sent: Friday, July 29, 2016 10:32 PM
To: Tim Beals
Subject: Re: FW: Attached Image

Dear Mr Beals,
We have received communication from Sierra County regarding Mr Larry Ostrom's request to terminate an agreement between the Ostrom Family Trust and the County pertaining to 49er Drive and Ostrom Way. We favor rejection of request by Mr Ostrom and favor instead consideration of acquisition of the current public road from the underlying owner.
David & Janis Rubiales
21 Squirrel Hollow
Sierra City, CA 96125

> FYI....let me know you received this.
>
> Tim
>
>

--
Prof. David M. Rubiales (Emeritus)
Yuba College
Marysville, California
95901

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Closed Session pursuant to Government Code Section 54957.6 to discuss labor negotiations.

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Closed session pursuant to Government Code 54956.9(d)(2) - anticipated litigation - 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

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Approval of a professional services agreement between Toddler Towers and County of Sierra.

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

BACKGROUND INFORMATION: The primary services for which the County contracts with Toddler Towers are day care, pre school education, respite care, and parent support.

FUNDING SOURCE: 0515800
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5800
AMOUNT: $54,000.00 Annually

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY Health and Human Services

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

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

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

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

Darden Bynum, LCSW
Director

Memorandum

To: Sierra County Board of Supervisors
From: Darden Bynum, Director, Health & Human Services
Reference: Agenda items
Date of memo: 26 July 2016
Date of Board Meeting: 2 August 2016
Regarding: Board of Supervisor approval of an agreement for Professional Services between Toddler Towers and the County of Sierra.

Executive summary: This memo is to request approval of an agreement for Professional Services between Toddler Towers and the County of Sierra.

Background information: The Sierra County Department of Social Services provides prevention funding from three federal-to-state-to-county funding sources: Child Abuse Prevention and Intervention (CAPIT), Preservation of Safe and Stable Families (PSSF), and Child Welfare Improvement Program (CWSOIP). The primary services for which The County contracts with Toddler Towers are: day care, pre-school education, respite care, and parent support.

Fiscal Impact: The cost of this agreement is $ 54,000.00 annually; no county general funds are impacted.

Recommendation: It is recommended that this agreement be approved.

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2016

Termination Date: June 30, 2017

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of Sierra County Human Services is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Pamela Filippini is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Business Associate Agreement

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

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

"COUNTY"	"CONTRACTOR"
COUNTY OF SIERRA	
By_____	_____
LEE ADAMS, CHAIRMAN	PAMELA FILIPPINI, DIRECTOR
SIERRA COUNTY BOARD OF SUPERVISORS	TODDLER TOWER DAY CARE
ATTEST:	APPROVED AS TO FORM:
_____	_____
HEATHER FOSTER	DAVID PRENTICE
Clerk of the Board	County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

CHILD ABUSE PREVENTION AND INTERVENTION TREATMENT (CAPIT) - $41,000

The CAPIT programs were established by Assembly Bill 1733 (Welfare and Institution Code Sections 18960-18964) with the intent that child abuse and neglect prevention and intervention programs be encouraged by the funding of community-based public and private agencies addressing needs of children at high risk of abuse or neglect and their families.

Service priority is to be given to prevention programs provided through non-profit agencies, including programs that identify and provide services to isolated families, particularly those with children five years of age or younger. Services priority is also to be given to high quality home visiting programs based on best practice, services to child victims of crime, children at risk of abuse or neglect, and other children referred for services by legal, medical or social services agencies.

Projects funded by CAPIT need to clearly be related to addressing the unmet needs of children, especially those 14 years of age and under. Services for minority populations shall also be reflected in the funding of projects.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties for CAPIT funding are to be based on presenting support according to client need in the following areas:

- Day care
- Pre-school education
- Respite care
- Parent support

Priority for services shall be given to children who are at high risk, including children who are being served by the county welfare departments for being abused and neglected and other children who are referred for services by legal, medical, or social services agencies.

The CONTRACTOR will provide, on a monthly or quarterly basis, the following:

- A description of services provided
- Demographics of the population served
- Number of participants served

PROMOTING SAFE AND STABLE FAMILIES (PSSF) - $3,000

PSSF funding is to be used to support services to strengthen parental relationships and promote healthy marriages, to improve parenting skills and increase relationship skills within the family to prevent child abuse and neglect.

PSSF funds will be allocated to the following PSSF service components:

Family Support Services

The term "family support services" means community-based services to promote the safety and well-being of children and families designed to:

- Increase the strength and stability of families (including adoptive, foster, and extended families
- Increase parents' confidence and competence in their parental capacity
- Afford children a safe, stable and supportive family environment

- To strengthen parental relationships, promote healthy marriages, and otherwise enhance child development

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties for Family Support Services are to be based on presenting support according to client need in the following areas:

- Day care
- Pre-school education
- Respite care
- Parent Support

Family Preservation Services

The term "family preservation services" means services designed to help children and families (including adoptive and extended families) at risk or in crisis. Services and activities may include the following:

- Pre-placement preventive services programs designed to help children at risk of foster care placement remain safely with their families.
- Service programs designed to provide follow-up care to families to whom a child has been returned after a foster care placement
- Parenting education with respect to matters such as child development, family budgeting, coping with stress, health and nutrition.
- Infant safe haven programs to provide a way for a parent to safely relinquish a newborn infant at a safe haven designated pursuant to state law (i.e. Safely Surrendered Babies).

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties for Family Preservation Services are to be based on presenting support according to client need in the following areas:

- Respite care to children to provide temporary relief for parents and other caregivers (including foster parents)
- Pre-school education

Adoption Promotion and Support Services

The term "adoption promotion and support services" means services and activities designed to ensure permanency for children through family reunification, by adoption, or by other permanent living arrangement.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties for Adoption Promotion and Support Services are to be based on presenting support according to client need in the following areas:

- Day care
- Respite care
- Adoption education services
- Parent Support

PSSF contains four components and according to the State of California, Department of Social Services, 20% of the PSSF allocation must be spent in each of the four categories. Only three of the categories are represented in this contract, Sierra County Department of Social Services would like 80% of the provided funding spent in each of the three represented categories. The remaining 20% may be spent in any of the three categories.

The CONTRACTOR will provide, on a monthly or quarterly basis, the following:

- A description of services provided
- Demographics of the population served
- Number of participants served

CHILD WELFARE OUTCOME IMPROVEMENT PROGRAM (CWSOIP) - $10,000

The CWSOIP funds are intended to support county efforts to improve AB636 outcomes for children by providing counties with additional resources for activities such as: implementing new procedures, providing special training to staff or caregivers, purchasing services to meet unmet needs, conducting focused/targeted recruitment of caregivers or improving coordination between public and/or private agencies or any other activity that addresses AB636 outcomes a county has identified as needing improvement.

The COUNTY is allocating $10,000 of CWSOIP funds to the CONTRACTOR to be used for training or purchase of Evidence Based or Evidence informed programs as deemed appropriate to enable CONTRACTOR to better serve the targeted populations within the County.

For training reimbursement CONTRACTOR shall provide to the COUNTY expense reports. Allowable expenditures are class fees, per diem not to exceed $56 per day, lodging and travel, including mileage reimbursed at the Federal rate. Supporting documentation in the form of agendas and mileage documentation (i.e. Google Maps, MapQuest) shall be included as part of the expense report.

For the purchase of Evidence Based or Evidence informed programs, CONTRACTOR shall assess programs based on suitability for the community and shall present COUNTY with an invoice or purchase agreement. COUNTY will purchase program on behalf of CONTRACTOR upon review and approval of selected program(s).

The CONTRACTOR will participate in an annual audit of services funded and participate in all state reporting requirements. Annual reporting requirements include:

- A list of activities funded during the current fiscal year
- A description of services provided
- Demographics of the population served
- Number of participants served

A.2. TIME SERVICES RENDERED.

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

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

The COUNTY shall provide direct oversight and training services to the CONTRACTOR in the amount of 60 hours of Social Worker time to help design and develop a system to capture acceptable activities within the scopes of the CAPIT, PSSF and CWSOIP funding streams.

.

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE

CAPIT

CONTRACTOR shall invoice the COUNTY on either a monthly or quarterly basis for CAPIT services as outlined in Attachment A. The invoice will clearly state which CAPIT services were provided and the amount expended for those specific services. COUNTY will reimburse CONTRACTOR upon receipt of invoice. Payment for services shall not exceed Forty One Thousand and no cents ($41,000.00). CONTRACTOR shall make a cash or in-kind match from non-State funds in an amount equal to or in excess of 10% of the total funds granted. CONTRACTOR must be able to document match upon request. CONTRACTOR will maintain supporting documentation of activities in the event of an audit.

PSSF

CONTRACTOR will invoice COUNTY on either a monthly or quarterly basis for PSSF services as outlined in Attachment A. The invoice will clearly state which PSSF services were provided and the amount expended for those specific services. PSSF services will not exceed Three Thousand Dollars and no cents ($3,000). CONTRACTOR is not required to provide a match for PSSF. CONTRACTOR will maintain supporting documentation of invoices in the event of an audit.

CWSOIP

CONTRACTOR shall provide to COUNTY expense reports for the reimbursement of training activities. COUNTY will reimburse CONTRACTOR upon receipt of expense reports. Expense report documentation shall include receipts, agendas and/or other supporting documentation acquired at the training. COUNTY will purchase Evidence Based or Evidence Informed programs on behalf of CONTRACTOR. Payment for training and purchase of programs shall not exceed Ten Thousand dollars and no cents ($10,000.00).

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $54,000.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE N/A

B.3 TRAVEL COSTS. N/A

B.4 AUTHORIZATION REQUIRED

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

B.5 SPECIAL CIRCUMSTANCES N/A

B.6 MAXIMUM CONTRACT AMOUNT

The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$ 54,000.00
B.2	Mileage	0.00
B.3	Travel Costs	0.00
B.4	Authorization Required	0.00
B.5	Special Circumstances	0.00
MAXIMUM CONTRACT AMOUNT		$ 54,000.00

ATTACHMENT C

ADDITIONAL PROVISIONS

1. CONTRACTOR shall not supplant any Federal, State or County funds intended for the purposes of this Agreement with any funds made available under this Agreement. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect of that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of Administrator.

2. Contractor shall complete a Cost Report within thirty (30) days after the termination of this agreement which shall be the final financial and statistical report submitted by Contractor to Administrator.

3. All items purchased with funds provided under this Agreement which has a single unit cost of at least one hundred dollars ($100.00) including sales tax and have a useful life of more than one year shall be considered capital equipment. Title to all items of capital equipment will remain in the State of California. If the equipment is used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon the termination of this Agreement, Contractor shall immediately return any items of capital equipment to the State or its representatives, or dispose of them in accordance with the directions of the State Department of Social Services (SDSS).

4. CONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for three (3) years after final payment has been made. Upon request, the CONTRACTOR shall make these records available within to the authorized county, state and federal personnel.

5. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this contract report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165(k). Each employee, volunteer, consultant, subcontractor or agent must sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

6. Persons who serve on a multi-disciplinary team will conform to all applicable county procedures and state and federal law regarding the disclosure of information relevant to the services provided to any person(s) under the terms of this Agreement.

ATTACHMENT D
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations

applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

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

D.5 INSURANCE.

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

X **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars ($2,000,000) per occurrence and with not less than Five Million Dollars ($5,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

__ **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Two Million Dollars ($2,000,000) per incident and Five Million Dollars ($5,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and

attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

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

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

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

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

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

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

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

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

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

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

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

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

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or

provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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

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

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

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

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

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

D.34 CONFLICT OF INTEREST.

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

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

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

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

exceptions.

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

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

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

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

If to "COUNTY":
Sierra County Human Services
P.O. Box 1019
Loyalton, CA 96118

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

If to "CONTRACTOR":
Toddler Towers aka Sierra Kids
P.O. Box
Loyalton, CA 96118

SIERRA COUNTY

Business Associates Agreement

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

Recitals

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

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

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

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

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

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

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

   a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

   b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another

person/entity for such purposes if:

- Disclosure is required by law; or
- Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- Person agrees to notify Business Associate of any breaches of confidentiality;

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

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

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

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

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

8. Business Associate shall carry comprehensive general liability insurance.

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

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

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

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

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

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

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it

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

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

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

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

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

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

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

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

To County: County Of Sierra
Department of Health and Human Services
P.O. Box 1019
Loyalton, CA 96118

To Contractor: Toddler Towers, Inc.
P.O. Box
Loyalton, CA 96118

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

"COUNTY"	"CONTRACTOR"
COUNTY OF SIERRA	
_____	_____
Lee Adams, Chairman Sierra County Board of Supervisors	Pamela Filippi, Director Toddler Towers, 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: August 2, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Rescind agreement 2016-075 and Approval of an agreement for professional services between Yolo Community Care Continuum and Sierra County.

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

BACKGROUND INFORMATION: The previous agreement needs to be rescinded and a new one established due to; 1.) change of the daily rate for the new fiscal year, 2.) the addition of Adult Crisis Residential services. People with serious and persistent mental illness require specialized treatment facilities. This treatment facility is an approved state contractor to provide room, board, medication management and an array of service-coordination duties.

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5671
AMOUNT: $120,930.00 Annually

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY Health and Human Services

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

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

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

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

Darden Bynum, LCSW
Director

Memorandum

To: Sierra County Board of Supervisors
From: Darden Bynum, Director, Health & Human Services
Reference: Agenda items
Date of memo 07.26.16
Date of Board Meeting: 08.02.16
Regarding: Board of Supervisor approval of the residential treatment provider Yolo Community Care Continuum.

Executive summary: This memo is to request continuation of contract service for people who are in out-of-home treatment programs.

Background information: People with serious and persistent mental illness require specialized treatment facilities that include long term residential and adult crisis residential services. These treatment facilities are approved state contractors and provide room, board, transportation, medication management and an array of service-coordination duties. These duties include and are not limited to: navigating health care systems, managing doctor's visits, documenting habilitation training.

Fiscal Impact: No county general funds are used in the contract.

Recommendation: The Sierra County HHS Director is recommending that the Board of Supervisors approve this contract.

AGREEMENT FOR
PROFESSIONAL ADULT RESIDENTIAL
CARE SERVICES

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

YOLO COMMUNITY CARE CONTINUUM
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

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

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of Human Services or his/her Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. A Designee for YOLO COMMUNITY CARE CONTINUUM is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

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

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

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

"COUNTY"

COUNTY OF SIERRA

By_____
LEE ADAMS
Chairman, Board of Supervisors

"CONTRACTOR"

_____
MICHELLE KELLOGG
Executive Director
Yolo Community Care Continuum

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

BASIC SERVICES

The Yolo Community Care Continuum, licensed by the Department of Social Services and State Department of Mental Health, serves adults recovering from severe mental illness. This residential rehabilitation program provides psychiatric and social services in a compassionate home like environment. Clients receive the medical and psychiatric care, counseling and advocacy services necessary to live as independently as possible in the community. They learn to manage their illness and utilize coping strategies.

As a voluntary placement, clients receive intensive psychosocial rehabilitation in an effective treatment environment. A structured setting of daily living skills and vocational training offers program residents a unique opportunity to learn the skills necessary to live as independently as possible. Gardening, animal husbandry, household chores, and social skills training are emphasized as a means to construct a daily routine as well as a way to manage symptoms of the individual illness.

Services provided include individualized counseling, comprehensive care planning, after-care plans, daily living skills training, group counseling, nutritious meals, community integration, dual diagnosis, wellness plan management, psycho-education, vocational skills training, medication support, adult crisis residential and psychiatric support is available for an additional cost.

A.2. TIME SERVICES RENDERED.

During the Contract period.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

None

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee as follows:

Monthly room and board rate	$1,014.00 per month (paid for by client's Social Security)
Daily Rate for long-term residential services	$154.00 per day per client
Daily Rate for Adult Crisis Residential	$310.00 per day per client

CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within forty five (45) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $118,930.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE. N/A
B.3 TRAVEL COSTS. N/A

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

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of $2,000.00 with approval of the designated COUNTY Representative for this Agreement.

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

B.1	Base Contract Fee	$ 118,930.00
B.2	Mileage	N/A
B.3	Travel Costs	N/A
B.4	Authorization Required	-----
B.5	Special Circumstances	$ 2,000.00
MAXIMUM CONTRACT AMOUNT		$ 120,930.00

ATTACHMENT C

ADDITIONAL PROVISIONS

[NONE]

ATTACHMENT D
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

D.5 INSURANCE.

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

x **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than Three Million Dollars ($3,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and Three Million Dollars ($3,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

x **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars ($500,000) per occurrence and with not less than Five Hundred Thousand Dollars ($500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

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

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

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

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

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

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

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

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

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

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

D.6 INDEMNITY. Each of the parties hereto shall be solely liable for negligent or wrongful acts of omissions of its employees occurring in the performance of this Agreement, an if either party becomes liable of omissions of its employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend and save harmless the other party, its officers, agents, and employees from any and all claims and losses proximately caused by the party's solely negligent or wrongful acts or omissions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.34 CONFLICT OF INTEREST.

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

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

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

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

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

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

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR

pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

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

If to "COUNTY":
Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, CA 95936

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

If to "CONTRACTOR":

Yolo Community Care Continuum
PO Box 1101
Davis, CA 95617

Yolo Community Care Continuum
PO Box 1101
Davis, CA 95617

County of Sierra
Mental Health Department
Post Office Box 265
Loyalton, California 96118

STATEMENT OF ACCOUNT FOR MONTH OF: _____
_____

TOTAL CURRENT CHARGES:

Date	Description of Service	Hrs	Rate	Total

Total $_____

_____
SIGNATURE

Attachment E

SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into on July 1, 2016, by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County") and Yolo Community Care Continuum, (referred to herein as the "Business Associate")

Recitals

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

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

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

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

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

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

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

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

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

b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
- Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- Person agrees to notify Business Associate of any breaches of confidentiality;

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

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

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

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

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

8. Business Associate shall carry comprehensive general liability insurance.

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

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

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

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

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

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

regulations, and any amendments thereto.

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

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

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

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

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

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

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

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

To County: County Of Sierra

Department of Health and Human Services
P.O. Box 265
Loyalton, CA 96118

To Contractor: Yolo Community Care Continuum
PO Box 1101
Davis, CA 95617

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

"COUNTY"

COUNTY OF SIERRA

_____
Lee Adams, Chairman
Sierra County Board of Supervisors

"CONTRACTOR"

_____
Michelle Kellogg
Executive Director
Yolo Community Care Continuum

ATTEST:

_____
Heather Foster
Clerk of the Board

APPROVED AS TO FORM:

_____
David Prentice
County Counsel

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Approval of agreement for professional services between Don Stembridge, Ph.D., and County of Sierra.

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

BACKGROUND INFORMATION: This agreement would provide forensic evaluations when ordered by Sierra County Court.

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5670
AMOUNT: $ 10,000.00 Annually

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY Health and Human Services

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

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

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

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

Darden Bynum, LCSW
Director

Memorandum

To: Sierra County Board of Supervisors

From: Darden Bynum, Director, Health & Human Services

Reference: Agenda items

Date of memo: 26 July 2016

Date of Board Meeting: 2 August, 2016

Regarding: Board of Supervisor approval of contract agreement between Dr. Don Stembridge, PhD and Sierra County Health & Human Services (SCHHS) for forensic psychological evaluations of Sierra County residents held in Wayne Brown Correctional Facility which are referred by the Sierra County Court.

Executive summary: Specialty forensic services for the provision of intellectual, developmental and functional assessments are occasionally required to accommodate the needs of the court when requesting SCHHS for pre-trial hearing evaluations. This contract insures the timely provision of these services which are performed by a qualified specialist in the field.

Fiscal Impact: The cost of this agreement is not to exceed $10,000.00; does not impact the general fund.

Recommendation: It is recommended this agreement be approved.

Agreement No. _____

AGREEMENT FOR PROFESSIONAL SERVICES

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

Don Stembridge, Ph.D.
"CONTRACTOR")

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2016

Termination Date: June 30, 2017

3. PAYMENT.

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

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

None

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of Sierra County Human Services or Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Don Stembridge, Ph.D. is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

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

9. AGREEMENT DATE. The Agreement Date is July 1, 2016 as approved by the Sierra County Board of Supervisors.

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

"COUNTY"

COUNTY OF SIERRA

By_____
LEE ADAMS, CHAIRMAN
SIERRA COUNTY BOARD OF SUPERVISORS

"CONTRACTOR"

_____
DON STEMBRIDGE, Ph.D.

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

1) Provide assessment diagnostic services to Sierra County Health and Human Services patients and court referred clients;
2) Provide written reports to Health and Human Services according to mutual agreement and consistent with standards of professional conduct and practices.
3) Provide Treatment and Placement recommendations. Prior to making treatment recommendations, CONTRACTOR shall consult with Sierra County Behavioral Health staff regarding the most appropriate method of providing recommended treatment;
4) Testify in Sierra County Court when requested;
5) Participate in case conference meetings with Sierra County Health and Human Services upon request;
6) Provide the above services at sites mutually agreed upon with the Director of Health and Human Services.
7) Provider will conduct assessments in Provider's place of business, in Juvenile Hall or Adult Correctional Facility, if the client is incarcerated;
8) Provide telephone consultation to program staff or Health and Human Services Director upon request;

A.2. TIME SERVICES RENDERED.

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

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

None.

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE.

COUNTY shall pay CONTRACTOR a contract fee of $2,000-$2,500.00 per assessment (Comprehensive sex offender evaluation, Adult psychological evaluation, juvenile psychological evaluation). CONTRACTOR shall submit requests for payment ("Invoice") per assessment, invoicing for all work completed and delivered to the Auditor. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within sixty (60) days after the invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed ten thousand dollars ($10,000.00) without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE. N/A

B.3 TRAVEL COSTS. N/A

B.4 AUTHORIZATION REQUIRED.

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

B.5 SPECIAL CIRCUMSTANCES.

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

B.6 MAXIMUM CONTRACT AMOUNT.

The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$ 10,000.00
B.2	Mileage	N/A
B.3	Travel Costs	N/A
B.4	Authorization Required	0
B.5	Special Circumstances	$ 1,000.00
MAXIMUM CONTRACT AMOUNT		$ 11,000.00

ATTACHMENT C

ADDITIONAL PROVISIONS

CONTRACTOR shall carry Professional Liability malpractice Insurance with limits of $1,000,000 per occurrence including coverage for **COUNTY** relating to services provided under this agreement.

The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532). The County shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532).

ATTACHMENT D
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole

cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

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

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

D.5 INSURANCE.

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

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

NO **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

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

NO **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.13.1. CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars ($1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in

the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.3 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.34 CONFLICT OF INTEREST.

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

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

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

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

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

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

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

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

If to "COUNTY":
Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

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

If to "CONTRACTOR":

Don Stembridge, Ph.D.
14222 Sun Forrest Dr.
Penn Valley, CA 95946

Phone (530) 300-2484

Don Stembridge, Ph.D.
14222 Sun Forrest Dr.
Penn Valley, CA 95946

INVOICE

DATE:

Phone (530) 300-2484

FOR:

DESCRIPTION	Dates	Hours	AMOUNT
		TOTAL	

Please make checks payable to:
Don Stembridge, Ph.D.
Thank you

ATTACHMENT F

SIERRA COUNTY
Business Associates Agreement

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

Recitals

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

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

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

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

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

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

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

a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
- Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- Person agrees to notify Business Associate of any breaches of confidentiality;

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

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

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

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

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

8. Business Associate shall carry comprehensive general liability insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Contractor: Don Stembridge, Ph.D.
14222 Sun Forest Dr.
Penn Valley, CA 95946

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

"COUNTY"
COUNTY OF SIERRA

_____
Lee Adams, Chairman
Sierra County Board of Supervisors

ATTEST:

_____
Heather Foster
Clerk of the Board

"CONTRACTOR"

_____
Don Stembridge, Ph.D.

APPROVED AS TO FORM:

_____
David Prentice
County Counsel

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Approval of a professional services agreement between Kings View and Sierra County Behavioral Health.

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

BACKGROUND INFORMATION: This agreement is for telepsychiatry services provided in the Downieville office.

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5670,5671
AMOUNT: $62,400 Annually

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY Health and Human Services

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

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

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

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

Darden Bynum, LCSW
Director

Memorandum

To: Sierra County Board of Supervisors

From: Darden Bynum, Director, Health & Human Services

Reference: Agenda items

Date of memo: 26 July 2016

Date of Board Meeting: 2 August, 2016

Regarding: Board of Supervisor approval of contract agreement for telepsychiatry services between Kingsview Corporation and Sierra County Behavioral Health.

Executive summary: Sierra County Behavioral Health (SCBH) provides psychiatric and medication management services for its Medical, uninsured and indigent residents. The psychiatrist providing these services for residents of the west side of the county in the Downieville Health & Human Services office retired in June 2016. Telepsychiatry services are currently the most effective and contemporary resource for maintaining psychiatric services in the Downieville office. The Kingsview Corporation also manages the electronic medical records for SCBH, hence affording a seamless transition between services and the regulated documentation of those services.

Fiscal Impact: The cost of this agreement is not to exceed $62,400.00 annually; no county general funds are impacted.

Recommendation: It is recommended that this agreement be approved.

KINGS VIEW CORPORATION &
SIERRA COUNTY BEHAVIORAL HEALTH
TELEPSYCHIATRY

This Telepsychiatry (the "Agreement") is made and entered into this 30th day of June 2016, by and between Kings View Corporation, a California not-for-profit corporation ("Kings View") and Sierra County ("County"), a political subdivision of the State of California, to be effective July 1, 2016 (the "Effective Date").

RECITALS:

A. The County is a political subdivision of the State of California and, as such, desires to increase access to behavioral health services for at risk populations within the County via a teleconferencing modality service.

B. The County recognizes that the provision of behavioral health services via a teleconferencing modality will allow the County to address cultural, socioeconomic, and geographic barriers to behavioral health services and information in underserved areas of Sierra County and will further allow Sierra County Behavioral Health Services to expand the range of resources and services available within the county.

C. The County recognizes its responsibility under the Bronzan- McCorquodale Act to report data related to client outcomes and cost effectiveness of its mental health programs to the Director of Mental Health for the California Department of Mental Health.

D. Kings View is a California not-for-profit corporation that employs, or contracts with, persons licensed, trained, and experienced in providing behavioral health services via a teleconferencing modality.

E. The County desires to increase access to behavioral health services in an efficient and cost effective manner and, therefore, desires to contract with Kings View, and Kings View desires to provide such services, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT:

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Purpose.** County desires to expand and improve access to mental health services for clients of County, as well as to address identified psychiatric needs and improve the mental health of those individuals via a teleconferencing modality service.

2. **Telepsychiatric Service.** Pursuant to the terms of this Agreement, Kings View shall employ, contract with, or otherwise arrange for the services of a Provider, as defined in paragraph 5 of this Agreement, to (i) deliver direct professional behavioral health services to County clients by means of video- conferencing, (ii) provide consultation or training to

qualified health care professionals designated and scheduled by County, and/or (iii) conduct on-site visits for the purpose of either delivering direct patient care services or conducting training or consultation as mutually agreed between the parties (the "Telepsychiatric Service").

a. **Professional Medical Services.** County hereby grants the right to Kings View to employ, contract with, or otherwise arrange for the services of a Provider, and hereby grants the right to a Provider to provide professional medical services as County may direct. The duties of the Provider in treating clients hereunder shall specifically not be performed under the direct control of County or Kings View, but rather shall be performed by the Provider in accordance with the standards prevailing in the community.

b. **Scheduling of Telepsychiatry Services.** Kings View shall arrange for a Provider to be available to provide a minimum of twenty (20) hours per month of **Telepsychiatric** Services (the "Minimum Service Hours") and to be available to render such services on days to be mutually agreed upon by the parties.

c. **Methods.** Kings View will determine the method, details, and means of performing the Services within the guidelines set above.

d. **Place of Performance.** Kings View may perform the services required by this Contract at the place of its choosing or in any location mandated by the nature of the services required.

e. **Additional Telepsychiatry Service Hours.** The Minimum Service Hours may be increased or decreased in four (4) hour increments upon the mutual written agreement of the parties; provided, however, that in no event shall the Minimum Service Hours be fewer than twenty (20) hours per month. Any increase or decrease of the Minimum Service Hours shall be effective no fewer than sixty (60) days from the mutual written agreement of the parties, unless otherwise agreed upon between both parties.

f. **Current Service Level.** County Behavioral Health Services desires to contract for a minimum of twenty (20) hours per month of telepsychiatry services.

g**. On-Site Visitation.** As part of the Telepsychiatric Services, Kings View shall require a Provider to annually conduct one (1) on-site visit for the purpose of providing direct patient care services, and/or consulting or training qualified health care professionals, as mutually agreed by the parties.

h. **Billing for Telepsychiatric Services.** Kings View shall provide County with such information regarding the delivery of medical services to assist County in charging the clients professional fees, which shall be consistent with and shall not exceed the usual, customary and reasonable community standards for medical services. Kings View shall provide the County with a detailed invoice that identifies the total number of telepsych hours and include a breakdown specifying the total hours worked by each doctor.

3. **Compensation.** County agrees to provide compensation to Kings View and Kings View agrees to accept as compensation two hundred sixty dollars ($260.0) per hour in consideration for providing Telepsychiatric Services. County guarantees payment for the Minimum Service Hours. Kings View will provide an invoice to County on a monthly basis. County shall pay invoices within sixty (60) days of receipt. The total amount of this contract for Telepsychiatry Services shall not exceed SIXTY TWO THOUSAND, FOUR HUNDRED DOLLARS ($62,400.00).

4. **Expenses.** Unless otherwise agreed to by the County, Kings View shall be solely and fully responsible for all costs and expenses incident to the performance of the Services performed by Kings View. This shall include, but is not limited to the cost of maintaining a place of business; salaries; traveling expenses; compensation paid to others employed by Kings View; all costs of equipment provided by Kings View; all fees, fines, licenses, insurance or taxes required of or imposed against Kings View; any such memberships in clubs, associations and societies as necessary to enhance the prestige of the Kings View and the County, and all other costs of doing business, unless otherwise agreed upon. The County shall not be held responsible for any expenses incurred by Kings View in performing the services required by this Contract.

5. Minimum Professional Qualifications of Providers. Each and every qualified health professional employed, contracted with, or otherwise engaged by Kings View to provide Telepsychiatric Services pursuant to this Agreement (the "Provider") shall possess the following minimum qualifications:

a. Licensing. Provider shall possess a valid, unrestricted license to practice medicine in the State of California issued by the Medical Board of California and shall specialize in psychiatry.

b. Board Certification. Provider shall be either certified by the American Board of Psychiatry or is eligible to be certified by the American Board of Psychiatry and will become so certified within twelve (12) months from the Effective Date.

c. Federal DEA Number. Provider shall have and maintain a valid, unrestricted Federal D.E.A. Controlled Substances Certificate.

d. Professional Liability Insurance Coverage. Provider shall maintain personal professional liability insurance of the minimum coverage amount of One Million Dollars ($1,000,000) per occurrence, and Three Million Dollars ($3,000,000) in the aggregate, written by a carrier acceptable to County.

e. No Governmental Health Program Sanctions. Each Provider shall not have been sanctioned by or excluded from participation in federally or state funded medical reimbursement programs, including but not limited to, Medicare, Medicaid, Champus, Federal Employees Health Benefits Program and similar programs.

6. **Duties of Kings View**. During the Term of this Agreement, Kings View shall have the obligation to:

a. Cooperate with County. Kings View shall cooperate with County to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.

b. Insurance. Kings View shall maintain a commercial general liability insurance policy in the amount of one million dollars ($1,000,000.00). Where the services to be provided under this Agreement involve or require the use of any vehicle by Kings View in order to perform such services, Kings View shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of three hundred thousand dollars ($300,000.00). These insurance policies shall remained in force through the Term of this Agreement and shall be payable on a "per occurrence" basis, unless County specifically consents to a "claims made" basis. Kings View shall provide a certificate of insurance signed by the insurer evidencing such insurance to County prior to commencement of work.

7. **Duties of County.** During the Term of this Agreement, County shall have the obligation to:

a. Cooperation with Kings View**.** County shall cooperate with Kings View to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.

b. At its sole cost and expense, provide space and equipment for the delivery of services.

c. All equipment furnished by County under this contract shall remain the property of County and shall be used only for the purpose specified under this contract.

d. **Operational Guidelines.** County shall adhere to the Operational Guidelines as specified in the Network Provider Manual, attached hereto as Exhibit "A" and incorporated herein by this reference. County shall timely update and notify Kings View of any revisions to the Operational Guidelines and/or the Network Provider Manual.

e. **Patient Consent.** Except in an emergency situation in which the patient is unable to give informed consent, before any Telepsychiatric Services are provided to any patient pursuant to this Agreement, County, or a qualified individual designated by County, shall obtain the verbal and written informed consent of the patient or the patient's legal representative pursuant to section 2290.5 of the California Business & Professions Code. Such informed consent shall insure that at least all of the following information is given to the patient or the patient's legal representative verbally and in writing: (i) the patient has the option to withhold or withdraw consent at any time without affecting the patient's right to future health care or treatment, and without risking a loss or withdrawal of any program benefits to which the patient would otherwise be entitled; (ii) a description of the potential risks, consequences, and benefits of telemedicine; (iii) all existing confidentiality protections apply; and (iv) dissemination of any patient-identifiable images or information from the telemedicine interaction to researchers or others will not occur without the patient's consent.

f. **Patient Record.** Prior to the rendering of professional services and in accordance with the Operational Guidelines, County shall provide Kings View with the patient record of any patient to receive Telepsychiatric Services under this Agreement, including, without limitation, the patient referral form, psychological assessment, progress notes, and patient plan of care.

g. **Insurance.** County shall obtain and maintain during the Term of this Agreement, at its sole cost and expense, prior to exercising any right or performing any obligation pursuant to this Agreement, policies of General Liability and Worker's Compensation Insurance. County shall provide certificates of such insurance to Kings View within thirty (30) days of the Effective Date.

i. As part of its General Liability Insurance, County shall name Kings View as an additional insured and shall provide a single combined limit of not less than one million dollars ($1,000,000.00) per occurrence that provides against liability for any and all claims and suits of damage or injuries to persons or property resulting or arising out of operations of County. County shall notify Kings View not less than thirty (30) calendar days prior to any modification or cancellation of insurance coverage required under this Agreement.

ii. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability, with a limit of not less than one million dollars ($1,000,000.00), covering all persons providing services on behalf of County and all risks to such persons under this Agreement.

iii. In the event that County is self-insured for General Liability and/or Worker's Compensation coverage, County shall provide certificates of consent to self-insure, self-insurance retention, and excess carrier limitations. Such insurance shall provide coverage for incidents related to general liability and worker's compensation.

8. **Indemnification.** County agrees to indemnify, defend, and hold harmless Kings View, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with, County's operations or its services hereunder, including any worker's compensation, suits, liability, or expense arising from or connected with services by any person pursuant to this Agreement. Kings View agrees to indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with, Kings View's operations or its services hereunder, including any worker's compensation suits, liability, or expense arising from or connected with services by any person pursuant to this Agreement.

9. **Kings View's Representations, Warranties, and Covenants.**

a. **Worker's Compensation.** Kings View acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of the Labor Code and it certifies that it will comply with such provisions before the Effective Date of this Agreement.

b. **Nondiscriminatory Employment.** In connection with the execution of this Agreement, Kings View shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

10. **County's Representations, Warranties, and Covenants.** County has full approval, power, and authority to enter into this Agreement. County will make all payments required by this Agreement.

11. **Termination.** Either party may terminate this Agreement by giving the other party sixty (60) days prior written notice of its intention to terminate. Both parties agree that if Kings View can place their provider in another service provider placement prior to the end of termination notice period, then the notice of termination period may be shortened to earlier than sixty (60) days with the termination date to then coincide with the Kings View psychiatrist date of new placement. Kings View agrees to dutifully pursue a new placement provider site for the provider assigned to serve the County immediately upon receipt of County written notice to terminate the agreement. Notwithstanding the foregoing, either party may terminate this Agreement upon written notice of a material breach, if such material breach remains uncured for a period of fifteen (15) days after the notice.

12. **Confidentiality.** Kings View shall adhere to the confidentiality of patient records as specified under section 5328 of the California Welfare and Institutions Code, the Code of Federal Regulations, Title 45, Parts 80 and 84, and Title VI of the Civil Rights Act of 1964. The California Department of Mental Health, or County, and/or their designated auditors shall have the right to inspect during normal business hours and insofar as possible with advance notice such records as will aid in evaluation of the quality, appropriateness, and timeliness of services utilizing such methodologies as are disseminated by the California Department of Mental Health and the California Department of Drug and Alcohol Programs, such as but not limited to those promulgated pursuant to sections 4051, 4052, 4070, and 5612 of the California Welfare and Institutions Code.

13. **Medical Records.**

a. **Ownership and** Access. All records contained in the patient files maintained by County shall be the property of County, and Kings View shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a patient or clients treated by a Provider during the Term, unless otherwise agreed to by County. Any working copies of client records generated by Kings View will be maintained by Kings View throughout the term of the contract. Should the contract be terminated, all working copies of client records will be securely shipped back to the County at their expense. In the event of a claim or challenge by a patient or any regulatory authority, County shall cooperate with Kings View by making the patient files in County's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). Kings View shall similarly cooperate with County and make available working copies of client records in the event of such a claim or challenge.

b. **Maintenance of Medical Records.** County shall maintain with respect to each patient, a single standard medical record in such form, containing such information, and preserved for such time periods as are required by state and federal law.

c. **Compliance with Medicare Rules.** To the extent required by law or regulation, County shall make available, upon written request from Kings View, the Secretary of Health and Human Services, the Controller General of the United States, or any other duly authorized agent or representative, this Agreement and County's books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by the Kings View. County shall preserve and make available such books, documents and records for a period of seven (7) years after the end of the Term. If County is requested to disclose books, documents or records pursuant to this subparagraph for any purpose, County shall notify Kings View of the nature and scope of such request, and County shall make available, upon written request of Kings View, all such books, documents or records. County shall defend, indemnify and hold free and harmless Kings View if any amount of reimbursement is denied or disallowed because of County's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and reasonable legal fees and costs.

14. **Compliance.**

a. **Anti-Referral Laws.** In addition to the obligations of the parties to comply with applicable federal, state and local laws respecting the conduct of their profession, each acknowledges that they are subject to certain federal and state laws governing the referral of clients which are in effect or will become effective during the term of this Agreement. These laws include prohibitions on:

i. Payments for referral or to induce the referral of clients (Cal. Business and Professions Code § 650; Cal. Labor Code § 3215; and the Medicare/Medicaid Fraud and Abuse Law, §1128B of the Social Security Act); and

ii. The referral of clients by a physician for certain designated health care services to an entity with which the physician (or his/her immediate family) has a financial relationship (Cal. Labor Code §§139.3 and 139.31, applicable to referrals for workers' compensation services; Cal. Business and Professions Code § § 650.01 and 650.02, applicable to all other patient referrals within the State; and § 1877 of the Social Security Act, applicable to referrals of Medicare and MediCal clients).

b. **Compliance with Applicable Laws.** To the best of the each party's knowledge and belief, County has operated in compliance with all federal, state, County and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 U.S.C. Section 1320a- 7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payor.

c. **Confidentiality of Identifiable Patient Information.** County and Kings View acknowledge that, in the course of this Agreement, each shall become familiar with identifiable patient information, meaning any information relating to the healthcare of an individual who is or has been a patient or client of County that contains information that identifies, or can reasonably be linked to the identity of, such individual, and each shall comply with all applicable federal, state, and local laws, rules and regulations, including without limitation the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California laws regarding patient confidential information.

d. **Health Care Compliance.** County is presently participating in or otherwise authorized to receive reimbursement from Medicare, Medicaid, and other third-party payor programs, and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payor program.

e. **Fraud and Abuse.** Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payor program, or which are prohibited by rules of professional conduct ("Governmental Rules and Regulations"), including but not limited to the following: (a) knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment; (b) knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment; (c) failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider's own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or (d) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (i) in return for referring an individual to a person for the furnishing or arranging for the furnishing or any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or (ii) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements and each party represents and warrants to the other that the each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.

f. **Changes in the Law.** In the event of any changes in law or regulations implementing or interpreting any Federal or State law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to

conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.

15. **Books and Records.** For the purpose of Section 1861(v)(I)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto, County agrees to comply with the following statutory requirements:

a. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, County shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Controller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of the Physician that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

b. If Kings View carries out any of the duties of this Agreement through a subcontract with a value or cost of $10,000 or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of professional services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Controller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.

c. If County is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, the Physician shall notify the Corporation of the nature and scope of such request and the Physician shall make available, upon written request of Corporation, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

16. **Independent Contractor.** Kings View and its officers and employees, in the performance of this contract, are independent contractors in relation to County and not officers or employees of County. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of County. Kings View shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. Kings View further represents to County that Kings View has no expectation of receiving any benefits incidental to employment.

17. **Interest of Public Officials.** No officer, agent, or employee of County during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **Waiver.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Kings View or County.

19. **Entire Agreement.** This Agreement and its schedules and exhibits (which are expressly incorporated herein by this reference) constitute the complete understanding of the parties and supersede any and all other agreements, either oral or written, between the parties with respect to its subject matter, and no agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing or writings signed by the duly authorized representative of the parties.

20. **Attorneys'** Fees. If County or Kings View brings any legal action or seeks arbitration regarding any provision of this Agreement or arising directly or indirectly from this Agreement, the prevailing party in the litigation or arbitration shall be entitled to recover reasonable attorneys' fees from the other party, in addition to any other relief that may be granted. This provision applies to the entire agreement.

21. **Partial Invalidity.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.

22. **Gender.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.

23. **Law Governing Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. **Assignment.** This Agreement shall be binding upon County and its successors and assigns and upon the heirs, representatives, executors, and administrators of the Physician; provided, however, that, except to the extent that this Agreement authorizes Kings View to employ, contract with, or otherwise arrange for the provision of the Telepsychiatric Services by a Provider, Kings View shall not assign this Agreement nor any of Kings View's rights, duties, or obligations hereunder without the prior written consent of County.

25. **Notices.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-four (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

If to County: Darden Bynum, Director
Sierra County Behavioral Health Services
704 Mill St.
P.O. Box 265
Loyalton, CA 96118

If to Kings View: Leon Hoover, CEO
Kings View Corporation
7170 North Financial Drive Fresno,
CA 93720

26. **Discrimination.** County and Kings View agree not to differentiate or discriminate in the provision of medical services to clients due to race, color, national origin, ancestry, sex, marital status, disability, sexual orientation, age or due to a patient's status as a member of any other legally protected class.

27. **Interpretation.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party or any ambiguities shall not be strictly construed for or against either party.

28. **Term of Agreement.** This Agreement shall commence on July 1, 2016 and shall terminate on June 30, 2017.

SIGNATURES

"Kings View"

Kings View Corporation, a California not-for-profit corporation

By:

_____

Leon Hoover, CEO

"County"

County of Sierra, a political subdivision of the State of California

By:_____

Lee Adams, Chair
Board of Supervisors

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Approval of a professional services agreement between Placer County and the County of Sierra

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

BACKGROUND INFORMATION: Placer County provides assessments, placement, and hospitalization services for Sierra County residents requiring the locked acute inpatient setting to insure the safety of self and others. Additionally, Placer County provides technical oversight to assist Sierra County with progrommatic and systems capabilities which are regulated by the Department of Health Care Services.

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5670
AMOUNT: $ 61,992.00 N/A

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY Health and Human Services

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

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

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

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

SIERRA COUNTY CALIFORNIA 1852

Darden Bynum, LCSW
Director

Memorandum

To: Sierra County Board of Supervisors

From: Darden Bynum, Director, Health & Human Services

Reference: Agenda items

Date of memo: 26 July 2016

Date of Board Meeting: 2 August, 2016

Regarding: Board of Supervisor approval of contract agreement between Placer County Health & Human Services (PCHHS) and Sierra County Health & Human Services (SCHHS) for Outpatient, Locked Acute Inpatient Mental Health Services and Technical Assistance.

Executive summary: The Mental Health Plan approved by the State of California under which SCBH provides specialty mental health services is administered by PCHHS. Placer County Health & Human Services provides assessments, placement and hospitalization services for Sierra County residents requiring the locked acute inpatient setting to insure the safety of self and others. Additionally, PCHHS provides technical oversight to assist SCBH with programmatic and systems capabilities which are regulated by the Department of Health Care Services.

Fiscal Impact: The cost of this agreement is $61,992.00 for the FY 2016-17 and 2017-18. There are no general fund dollars used in this agreement.

Recommendation: It is recommended this agreement be approved.

CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

DESCRIPTION:	Outpatient, Locked Acute Inpatient Mental Health Services, and Technical Assistance
CONTRACT NO.	**CN**
BEGINS:	July 1, 2016
ENDS:	June 30, 2018
ADMINISTERING AGENCY:	Adult System of Care

This is an Agreement made and operative as of the 1st day of July, 2016, between the County of Placer, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR", and the **County of Sierra**, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS, the parties of this Agreement recognize the need to use various levels of psychiatric services to provide for treatment of COUNTY clients, and

WHEREAS, COUNTY has recognized the work of CONTRACTOR, and believes it is in the best interests of its programs to provide these services by contracting for such services and facilities with CONTRACTOR, and

WHEREAS, this is a Net Negotiated Amount contract in keeping with the requirements of the former State of California, Department of Mental Health Cost Reporting/Data Collection Manual dated 1989 as outlined in Chapter IV, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SCOPE OF SERVICES:**

1.1 CONTRACTOR manages the operations of a continuum of services including an inpatient psychiatric treatment facility, step-down programs, and outpatient treatment services. CONTRACTOR agrees to provide services in the manner as described in the Scope of Work attached hereto and by this reference incorporated herein as Exhibits A and B. COUNTY patients determined to meet admission requirements as outlined in the Scope of Work shall have access to CONTRACTOR'S facilities designated to provide for the treatment of mentally ill persons. All professional and paraprofessional personnel shall meet all applicable requirements set forth in Title 9, California Code of Regulations, Sections 622-630 inclusive, and any amendments thereto.

1.2 CONTRACTOR, as a mental health plan under contract with the State of California Department of Health Care Services (DHCS), formerly known as the Department of Mental Health, will provide specialty mental health services to COUNTY Medi-Cal beneficiaries requiring services in other California counties outside of Sierra County in accordance with Exhibits A and B, Scope of Work.

1.3 Eligibility shall be verified or determined according to the requirements of the Short-Doyle Act, the Medi-Cal Program, or any applicable State or Federal law, as is appropriate. Client eligibility for third party insurance, or other coverage must be verified or confirmed by COUNTY, and CONTRACTOR does not assure coverage for clients, except as provided by law.

1.4 PATIENT BILLING: CONTRACTOR shall use the uniform billing and collection guidelines prescribed by the DHCS to bill COUNTY patients as appropriate. Failure of CONTRACTOR to comply will be in violation of the DHCS's regulations and may be subject to audit exception.

COUNTY patients shall be charged a fee by CONTRACTOR for inpatient services, in accordance with the DHCS's Uniform Method of Determining Ability to Pay (UMDAP). No patient shall be denied services because of his or her inability to pay.

COUNTY shall be responsible for the residual balance following receipt of Medi-Cal payment or third party insurance payments. COUNTY agrees to assume liability for payment of services rendered to eligible patients that falls within the provisions of this Agreement at the rate of Eight Hundred Thirty-Six Dollars ($836 per day for inpatient services.

COUNTY shall be responsible for the residual balance following receipt of Medi-Cal payment or third party insurance payments. COUNTY agrees to assume liability for payment of services rendered to eligible patients that falls within the provisions of this Agreement at the rate of Two Hundred Seventy Five -Six Dollars and 30 cents. ($275.30 per day for crisis residential services.

1.5 INCIDENT REVIEW: It is understood between the parties that CONTRACTOR conducts reviews subsequent to incidents considered to be adverse. Said adverse incident reviews may require participation by COUNTY. COUNTY hereby agrees to such participation with the agreement that CONTRACTOR may be accompanied by counsel.

2. **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional compensation to CONTRACTOR except as explicitly set forth in this or amended Agreement.

3. **PAYMENTS:** The total contractual obligation of COUNTY shall not exceed Thirty- Thousand Nine Hundred Ninety Six Dollars ($30,996) per fiscal year unless amended and agreed upon by both parties as follows:

Services & Costs FY16/17	Administrative Costs FY16/17	Total FY16/17
$26,878	$4,118	$30,996
Services & Costs FY17/18	Administrative Costs FY17/18	Total FY17/18
$26,878	$4, 118	$30,996
Services & Costs Subtotal	Administrative Costs Subtotal	Total Contractual Amount
$53,756	$8236	$61,992

COUNTY shall reimburse CONTRACTOR in 24 equal monthly payments of Two Thousand Five Hundred Eighty Three Dollars ($2,583), which is equal to one twenty-fourth (1/24) of the total contractual obligation.

CONTRACTOR shall also receive applicable State matching funds for providing Medi-Cal specialty mental health services provided to COUNTY Medi-Cal beneficiaries. To the extent State general funds are unavailable as match to Medi-Cal, COUNTY will be responsible for matching funds.

COUNTY shall reimburse CONTRACTOR at the end of the each fiscal year for all services and costs over the annual base amount of Twenty Six Thousand, Eight Hundred and Seventy Eight

Dollars ($26,878) per fiscal year. This reimbursement shall be determined by the applicable cost report rates and service utilization for the fiscal year.

4. **CERTIFICATION OF PROGRAM INTEGRITY:**

4.1 CONTRACTOR shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.

4.2 CONTRACTOR shall ensure that each Medi-Cal beneficiary for whom the CONTRACTOR is submitting a claim for reimbursement will assure the following:

4.2.1 An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between Placer County and the State DHCS, a copy of which will be provided to CONTRACTOR by COUNTY under separate cover.

4.2.2 The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.

4.2.3 The services included in the claim were actually provided to the beneficiary.

4.2.4 Medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided.

4.2.5 A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between Placer County and the DHCS.

4.2.6 For each beneficiary with day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation, day treatment intensive, and EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract between Placer County and the DHCS.

NOTE: Authority: Sections 5775, 14043.75 and 14680 Welfare and Institutions Code.

4.3 CONTRACTOR certifies that it shall comply with all State and Federal requirements regarding false claims and whistleblower protection, including but not limited to California Government Code Sections 8547 et seq. and 12653, and shall not prevent an employee from disclosing information, or retaliate against an employee in any manner because of acts by or on behalf of the employee in disclosing information in furtherance of a false claims action.

4.4 In addition, CONTRACTOR certifies that the following processes are in place:

4.4.1 Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all applicable Federal and State standards.

4.4.2 The designation of a compliance officer and a compliance committee that are accountable to senior management.

4.4.3 Effective training and education for the compliance officer and the organization's employees.

4.4.4 Enforcement of standards through well-publicized disciplinary guidelines.

4.4.5 Provisions for internal monitoring and auditing.

4.4.6 Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.

4.4.7 CONTRACTOR shall conduct monthly comparisons of all CONTRACTOR employees billing Medi-Cal to the following federal databases for positive name matches: Office of the Inspector General's (OIG) List of Excluded Individual/Entities (LEIE) (www.oig.hhs.gov) and General Services Administration (GSA) Excluded Parties List System (EPLS) (www.epls.gov) or System for Award Management (SAM) Excluded Parties List System (EPLS) (www.sam.gov/portal/public/SAM). These monthly checks shall be compiled into a quarterly report and sent to the County Contract Administrator. Individuals listed in these databases as ineligible to participate in Medicaid or Medicare may not provide services to the County.

5. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**

5.1 Notwithstanding any other provision of the Agreement, COUNTY shall be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.

5.2 To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY shall recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the federal or state disallowance issue is resolved.

5.3 CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.

6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2016 through June 30, 2018. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

7. **TERMINATION:** Either party shall have the right to terminate this Agreement without cause; any such termination will be effective sixty (60) calendar days after written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation by COUNTY or CONTRACTOR, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of cancellation.

This Agreement may be terminated by either party, if the State DHCS gives written notice stating that services provided are not in compliance with requirements of law or regulations, by giving twenty-one (21) days written notice to the other party.

8. **RECORDS:**

This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. County shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY shall have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.

CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

9. **RIGHT TO AUDIT:** CONTRACTOR agrees to extend to COUNTY Mental Health Director or designee, or auditors designated by COUNTY or State, the right to review and investigate records, programs or procedures, at a mutually agreeable time as regards clients as well as the overall operation of CONTRACTOR'S programs.

10. **REFERENCES TO LAWS AND RULES:**

    10.1 All references in this Agreement to the California Code of Regulations, Welfare and Institutions Code, the California Mental Health Services Act, and to other laws, regulations, and policies may from time to time be changed by appropriate authority during the term of this Agreement and are agreed to be binding on both parties of this Agreement.

    10.2 CONTRACTOR agrees to comply with all applicable provision of Title 9 and 22 of the California Code of Regulations.

11. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

    CONTRACTOR shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

12. **HOLD HARMLESS AND INDEMNIFICATION:** COUNTY shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. CONTRACTOR shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. It is the intention of CONTRACTOR and COUNTY that the provisions of this paragraph be interpreted to impose on each party, responsibility for the acts of their respective officers, employees and agents.

13. It is also the intention of CONTRACTOR and COUNTY that, where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and

each party will bear the proportionate cost of any damages attributable to the negligence within thirty (30) days of receipt of any claim or lawsuit arising from this Agreement.

14. **INSURANCE:** It is agreed that CONTRACTOR and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage in the amounts of not less than One Million Dollars ($1,000,000) to cover all of its operations, including general liability, automobile liability, workers' compensation, and medical malpractice. Each party shall file with the other a letter from the party's Risk Manager showing either insurance coverage as specified or reserves in not less than One Million Dollars ($1,000,000).

15. **CONFLICT OF INTEREST:** CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employees or other COUNTY providers that would conflict with this Agreement and will not enter into any such business or financial relationships with any such employees or providers during or following the period of this Agreement.

16. **CONFIDENTIALITY:** CONTRACTOR agrees to maintain a record of each individual served. These records will be maintained in the strictest confidence as per State law and in accordance with Welfare & Institutions Code, Division 5, Community Mental Health Services Act, Part 1, Lanterman-Petris-Short Act, Chapter 2, Article 7, Sections 5328 through 5331 and Code of Federal Regulations, Title 45, Section 205.50. No specific information pertaining to discrete individuals will be provided to persons or agencies other than those outlined in the above paragraph and/or employees of CONTRACTOR. Patients' rights shall comply with Welfare and Institutions Code, Division 5, Section 5325; and California Code of Regulations, Title 9, Article 6.

    COUNTY further agrees to hold CONTRACTOR harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

17. **HIPAA COMPLIANCE:** CONTRACTOR agrees, to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 142, 160, 162, and 164) to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

    More specifically, CONTRACTOR will not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality.

    Without limiting the rights and remedies of COUNTY elsewhere as set forth in this Agreement, COUNTY may terminate this Agreement without penalty or recourse if determined that CONTRACTOR violated a material term of the provisions of this section.

    CONTRACTOR ensures that any subcontractors' agents receiving health information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

18. **CONTRACTOR REPRESENTATIVE:** The Director of Adult System of Care or her designee is the representative of the CONTRACTOR, will administer this Agreement for the CONTRACTOR, and may be contacted as follows:

    Twylla Abrahamson, Ph.D., Interim Director
    Placer County Children's System of Care
    11716 Enterprise Drive
    Auburn, CA 95603
    530-886-5440

19. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Darden Bynum, LCSW, Director
Sierra County Health & Human Services Department
P.O. Box 265
Loyalton, CA 96118
530-993-6746

If to CONTRACTOR: Maureen Bauman, LCSW, Director
Placer County Adult System of Care
11512 B Avenue
Auburn, CA 95603
530-889-7256

20. **NON-DISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

21. **ASSIGNMENT:** CONTRACTOR shall not assign, sublet, delegate, or transfer any of its rights, duties or obligations arising hereunder without written consent of COUNTY.

22. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

23. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California, and CONTRACTOR hereby waives the provisions in California Code of Civil Procedure §394.

// Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated.

COUNTY OF SIERRA

_____
Chair, Board of Supervisors, Sierra County

Date: _____

_____
Darden Bynum, LCSW, Director, Sierra County Health & Human Services Department

Date: _____

Approved as to Form:
Office of Sierra County Counsel

_____

Date: _____

EXHIBITS:

Exhibit A:	Scope of Work/Inpatient
Exhibit B:	Scope of Work/Outpatient
Exhibit C:	Admissions Procedure
Exhibit D:	5150 Process for Sierra County

COUNTY OF PLACER

_____
Jeffrey S. Brown, Director,
Department of Health & Human Services

Date: _____

With concurrence of the CEO:

_____
County Executive Officer, Placer County

Date: _____

_____
Maureen F. Bauman, LCSW, Client Services Director, Adult System of Care

Date: _____

Approved as to Form:
Office of Placer County Counsel

_____

Date: _____

EXHIBIT A

Placer County Psychiatric Health Facility
SCOPE OF WORK
Locked Acute Inpatient Mental Health Services

1. **PURPOSE:** CONTRACTOR shall provide 24-hour Locked Acute Inpatient Services and Unlocked Acute Inpatient Services (Crisis Residential Services) to persons in Sierra County who are deemed appropriate by CONTRACTOR and COUNTY.

   Patients admitted to the Locked Acute Inpatient Unit and/or Unlocked Acute Inpatient Unit (Crisis Residential) shall receive the type, amount, and intensity of treatment, education, and care needed from qualified staff in order to maximize treatment outcomes to reduce the possibility of relapse and to minimize over-reliance on this mode of treatment.

2. **LOCKED ACUTE INPATIENT SERVICES:** COUNTY patients (18 years and older) admitted to CONTRACTOR Locked Acute Inpatient Services under Welfare & Institutions Code Section 5150 shall receive customary 24-hour care and services as well as covered services described below. Treatment for children under 18 years of age shall be discussed on a case-by-case basis and the disposition shall be mutually agreed upon by COUNTY and CONTRACTOR.

   2.1 A full range of diagnostic and acute psychiatric services.

   2.2 Clinical treatment based on diagnostic evaluation and individualized treatment plan.

   2.3 A history and physical examination within 24 hours of admission.

   2.4 A nursing assessment.

   2.5 Special diets, as needed; and medical interventions, as needed (with written authorization from COUNTY Medical Director).

   2.6 An individualized treatment plan which may include, but not be limited to, individual therapy; group therapy; family therapy; recreational, social, education and rehabilitation opportunities, developed, implemented, and monitored by a multi-disciplinary/interagency team. This team shall be composed of at least CONTRACTOR'S Medical Director or designee, either a social worker or a psychologist, and an R.N. This team shall also include other mental health professionals as assigned by COUNTY (e.g. case manager) who will have aftercare responsibilities for the patient.

   2.7 Developing in collaboration with COUNTY, discharge planning and aftercare linkages for all COUNTY patients.

      2.7.1 Inpatient staff shall be responsible for providing patient or their representative with appropriate discharge information.

      2.7.2 Inpatient staff shall be responsible for preparing discharge packets with appropriate documentation to facilitate placement.

3. **CONTRACTOR RESPONSIBILITIES – LOCKED ACUTE INPATIENT SERVICES:**

   3.1 CONTRACTOR shall collaborate with Locked Acute Inpatient Unit in developing and maintaining policies and procedures specifically related to the admission, treatment, and discharge of involuntary patients. (Reference Exhibit C – Admissions Procedure)

   3.2 CONTRACTOR shall only accept admission of persons referred under Section 5150 of the Welfare & Institutions Code by COUNTY'S Medical Director or designee or crisis team.

   3.3 CONTRACTOR shall accept COUNTY referrals for admission 24 hours per day, 7 days per week.

3.4 CONTRACTOR'S Medical Director or designee shall provide admission authorization and admission orders for patients referred by COUNTY'S Medical Director or designee or crisis team. If CONTRACTOR'S Medical Director or designee does not authorize admission, he/she will contact COUNTY'S referring psychiatrist, Medical Director or designee immediately to resolve issue.

3.4.1 CONTRACTOR'S Medical Director or designee shall provide after-hours consultation on COUNTY patients as necessary to divert unnecessary admissions.

3.5 CONTRACTOR'S Medical Director or designee shall provide on-site treatment services to COUNTY patients, to include but not be limited to:

3.5.1 Admission orders per Locked Acute Inpatient Unit protocol, DSM-IV diagnosis, vital signs, diet, medication, status, allergies, and lab orders.

3.5.2 Initial psychiatric evaluation and history within 24 hours of admission.

3.5.3 Daily therapeutic contacts with each patient Monday through Friday except holidays (to include appropriate documentation).

3.5.4 Medication evaluations, appropriate orders and documentation.

3.5.5 Orders and rationale for any kind of therapy including special diets, lab work, medical tests as may be psychiatrically indicated.

3.5.6 Informed Consent for each medication for each patient.

3.5.7 Preparation for legal proceedings and court testimony including, but not limited to: Writs of Habeas Corpus, Probable Cause Hearing, Capacity Hearings, and 14-Day Certification Procedures.

3.5.8 Completion of legal documentation.

3.5.9 Participation in Multi-disciplinary Treatment Meetings and Clinical Review, Adverse Incidents/Unusual Occurrence Committee and Contract Review Committee as needed in the service of COUNTY patients.

3.5.10 Dictation of Admission and Discharge Summaries.

3.6 CONTRACTOR'S Medical Director or designee shall be responsible for testifying in all LPS court hearings for COUNTY patients except Probate Conservatorship hearings.

3.6.1 CONTRACTOR'S Medical Director or designee shall be available to COUNTY staff for consultation regarding legal questions.

3.7 CONTRACTOR shall provide a Patients' Rights Advocate for COUNTY patients pursuant to this Agreement.

3.7.1 CONTRACTOR'S Patients' Rights Advocate shall represent COUNTY patients in all Certification Review Hearings. CONTRACTOR shall acquire and train all Hearing Officers for Certification Review Hearings. CONTRACTOR shall assure legal representation at hearings as required.

3.7.2 CONTRACTOR'S Patients' Rights Advocate shall be available in all circumstances related to patients' rights, including but not limited to, patient or patient family requests for advocacy services, violations or conflicts with regard to patients' rights and in matters involving Probable Cause Hearings, Writ of Habeas Corpus, Capacity Hearings, and Minors' Rights Hearings.

3.7.3 Probable Cause Hearing – Informal due process hearing to determine whether hospital has probable cause to continue to involuntarily detain person on 14-Day Certification.

3.7.4 Writ of Habeas Corpus – Superior Court due process hearing to determine whether client should remain at facility involuntarily or be discharged.

3.7.5 Capacity Hearing – Hearing to determine whether client is capable of making informed consent to psychotropic medications.

3.7.6 CONTRACTOR shall assure that a Patients' Rights Advocate is available for purposes of developing or revising protocols, policies and procedures and consulting with or training staff with regards to patients' rights issues.

3.8 CONTRACTOR conducts ongoing training on legal and patients' rights issues at Locked Acute Inpatient Unit, which is available to COUNTY staff.

3.9 CONTRACTOR shall develop and maintain procedures for reviewing adverse incidents and unusual occurrences. COUNTY shall require that all COUNTY 5150 designated staff attend CONTRACTOR'S training on Acute Psychiatric Programs. CONTRACTOR shall provide 5150/Legal Issues Training and encourage COUNTY staff, particularly new 5150 designated writers, to complete the training.

3.10 CONTRACTOR shall collaborate with inpatient staff in maintaining protocols and procedures for assessing and intervening in all high-risk behaviors including, but not limited to, suicide precautions, assault precautions, and elopements.

3.11 CONTRACTOR shall assure inpatient staff are trained in and will properly implement Seclusion and Restraint procedures, including documentation.

3.12 CONTRACTOR shall pay for costs incurred in transporting COUNTY patients to other psychiatric facilities due to circumstances beyond their control. COUNTY shall be responsible for transportation costs if the total amount of the contract has been exceeded in a single year due to high usage. COUNTY shall be notified as soon as possible upon transportation of COUNTY patients.

3.13 Hospital staff under agreement with CONTRACTOR shall be responsible for transportation of patients to acute medical facilities due to medical emergencies.

3.14 CONTRACTOR shall notify COUNTY prior to the release of a COUNTY patient. Discharge readiness is the decision of CONTRACTOR'S Medical Director or designee. In the event there is a disagreement with the decision to discharge, COUNTY psychiatrist will provide necessary documentation assuring responsibility for patient discharge.

3.15 CONTRACTOR shall:

3.15.1 Develop protocols, procedures, forms, etc., as needed to implement this contract.

3.15.2 Train COUNTY and CONTRACTOR staff as warranted by this contract.

3.15.3 Review admission and discharges as well as individualized treatment plans to assure compliance with this contract.

4. **CRISIS RESIDENTIAL TREATMENT SERVICES:** In accordance with California Code of Regulations, Section 1810.208, "Crisis Residential Treatment Service" means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care.

CONTRACTOR shall:

4.1 Provide Crisis Residential Treatment Services to COUNTY at its contracted Cirby Hills Roseville facility, which is adjacent to the Psychiatric Health Facility described herein.

4.2 Provide the service which includes a range of activities and services that support beneficiaries in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems.

4.3 Provide the service 24 hours per day, seven days per week depending on space availability. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation, collateral, and crisis intervention.

5. **COUNTY RESPONSIBILITIES – GENERAL**

5.1 COUNTY shall designate Locked Acute Inpatient Unit as a facility for the 72-hour detention and treatment for the mentally ill in accordance with Welfare & Institutions Code Section 5150 et seq. and Section 820 of Title 9 of the California Code of Regulations, so long as CONTRACTOR agrees to and is capable of providing a Locked Acute Inpatient program for COUNTY patients.

5.2 COUNTY shall provide, through COUNTY crisis services, emergency evaluations for inpatient admission 24 hours per day, 7 days per week. COUNTY shall complete the Placer County Biopsychosocial Assessment and Questionnaire forms.

5.3 Regarding services rendered by CONTRACTOR in Locked Acute Inpatient Unit, COUNTY agrees to provide:

5.3.1 Consultation to the Inpatient facilities.

5.3.2 Discharge planning and placement.

5.3.3 Documented medical clearance by a physician or nurse practitioner licensed to practice medicine in the State of California for patients referred for admission assuring that the patient is free from medical complications and appropriate for treatment in a non-medical psychiatric facility. Under certain circumstances, consistent with Inpatient policies and procedures, the CONTRACTOR psychiatrist may elect to waive the physical.

5.3.4 COUNTY will coordinate services of all agencies for COUNTY patients.

5.3.5 COUNTY shall notify CONTRACTOR of their intent to admit a COUNTY patient to CONTRACTOR Locked Acute Inpatient facility.

5.3.6 COUNTY shall collaborate with CONTRACTOR in completion of all assessment forms with the patient, the parent/guardian, and/or COUNTY representative as requested after admission.

5.3.7 COUNTY liaison shall assist in the preparation of court cases for COUNTY clients who require writ hearing. COUNTY liaison shall be responsible for the identification and attendance of needed witnesses.

5.4 COUNTY shall be responsible for filing for initial and renewal conservatorship for COUNTY patients.

5.5 COUNTY shall be responsible for coordinating placement of all COUNTY patients after Locked Acute Inpatient treatment is completed.

5.6 COUNTY shall be responsible for transporting COUNTY patients to CONTRACTOR facilities for Locked Acute Inpatient Unit.

5.6.1 COUNTY shall be responsible for transporting patients from Locked Acute Inpatient Unit to placement facilities at the time of discharge. Transportation may be provided by COUNTY staff, by Conservator, by family or friends, or by ambulance, depending on individual client need and availability of resources and agreed upon by CONTRACTOR.

5.7 COUNTY shall readily exchange patient clinical, demographic and financial information related to this contract.

5.7.1 COUNTY will not be responsible for costs incurred for medical treatment of clients in Locked Acute Inpatient Unit without prior authorization by Medical Director, except in life threatening emergencies when unable to contact COUNTY Medical Director.

5.8 COUNTY shall require that all COUNTY 5150 designated staff attend CONTRACTOR'S training on Acute Psychiatric Programs.

6. **JOINT RESPONSIBILITIES:** CONTRACTOR and COUNTY agree to:

6.1 Conduct 5150 assessments, transportation, and placement in accordance with the 5150 Process for Sierra County attached hereto as Exhibit D.

6.2 Coordinate to ensure appropriate admission, treatment, discharge, aftercare planning, and linkage occur based on individual patient need and the availability of resources.

6.3 Develop protocol for resolving potential disputes, disagreements, and/or misunderstandings regarding these services.

6.4 Share joint responsibility for investigating adverse incidents and unusual occurrences and making written recommendations to the Locked or Unlocked Inpatient Unit staff with regard to each incident.

6.5 Work in collaboration with CONTRACTOR'S County Counsel to prepare for each court hearing as referenced in Provider Responsibilities – Locked Acute Inpatient Services, Item 3.5.7.

6.6 Have equal access to the mental health records for patients for whom they are jointly providing care and services through this contract.

6.7 COUNTY'S Medical Director and CONTRACTOR'S Medical Director shall be responsible for meeting to review all aspects of patient care and services for the purpose of assuring compliance with this contract.

7. **PARTNERSHIP REVIEW COMMITTEE:**

7.1 The Partnership Review Committee shall be composed of CONTRACTOR, COUNTY, and Locked Acute Inpatient Unit representatives. COUNTY shall identify a clinical representative to this committee to be available for the below-listed purposes and for inpatient decisions and discharge coordination of services.

7.2 The purpose of this committee shall be twofold:

7.2.1 To assure compliance by both COUNTY and CONTRACTOR in the implementation of this contract.

7.2.2 To review problem areas and designate staff to collaborate on potential solutions.

7.2.3 Designated staff shall convene as needed in specific problem-solving groups.

EXHIBIT B

Placer County
SCOPE OF WORK
Outpatient Mental Health Services

1. **PURPOSE:** CONTRACTOR shall provide Medi-Cal Specialty Mental Health Services to Sierra County Medi-Cal beneficiaries requiring services in other California counties outside of Sierra County. CONTRACTOR does this as a mental health plan under contract with the State of California DHCS.

   Typically, the Sierra County Medi-Cal beneficiaries requiring out-of-county Medi-Cal Specialty Mental Health Services are children placed by Sierra County Child Welfare Services in foster placements. Infrequently, an adult may also require out-of-county services.

2. **MEDI-CAL SPECIALTY MENTAL HEALTH SERVICES:** Those COUNTY Medi-Cal Beneficiaries needing services outside of Sierra County will have access to medically necessary Medi-Cal Specialty Mental Health Services as described in the California Code of Regulations, Title 9, Chapter 11.

3. **CONTRACTOR RESPONSIBILITIES – MEDI-CAL SPECIALTY MENTAL HEALTH SERVICES:** CONTRACTOR will perform limited case management including brokerage and linkage, and administrative activities necessary to arrange for services, to include, but not be limited to:

   3.1 Coordination with COUNTY representatives, such as Child Welfare Services and Mental Health Services staff.

   3.2 Coordination with out-of-county service providers.

4. **COUNTY RESPONSIBILITIES – GENERAL**

   4.1 Regarding services rendered by CONTRACTOR necessary to arrange out-of-county Medi-Cal Specialty Mental Health Services, COUNTY agrees to provide primary case management and consultation to CONTRACTOR staff necessary to arrange for appropriate services.

   4.2 COUNTY agrees to participate as a standing member on the Placer County System of Care Compliance Committee. In addition, COUNTY agrees to provide Quality Improvement Functions for Sierra County Services as required by the State DHCS. These functions may include the development of a Cultural Competence Plan or the data from Sierra County necessary to input into the Placer County Cultural Competence Plan as well as participation on the Placer County Cultural Competence Committee.

5. **REPORTS – RESPONSIBILITIES:** CONTRACTOR will be responsible for the following periodic reports due to the California DHCS:

   5.1 IMD reports

EXHIBIT C

Placer County
SCOPE OF WORK
Technical Guidance, Training, and Compliance

1. **PURPOSE:** CONTRACTOR shall provide technical guidance, training, education and monitoring to COUNTY to assist COUNTY in order to comply with the Medi-Cal Mental Health Plan (MHP) Requirements and Department of Health Care Services (DHCS) requirements. COUNTY is currently under the Placer-Sierra County joint MHP, but is working to become its own MHP. As such, COUNTY shall have to comply with all applicable provisions of the COUNTY MHP contract. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and MHP requirements including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. COUNTY will need to comply with all applicable provisions of the federal mental health requirements as set forth in Exhibit D entitled "Special Terms and Conditions," attached hereto and incorporated herein by this reference. CONTRACTOR shall provide technical guidance, training, and education to COUNTY to assist COUNTY in order to comply with the DHCS Performance Agreement. DHCS administers the Mental Health Services Act, Projects for Assistance in Transition from Homelessness (PATH) and Community Mental Health Services Grant (MHBG) programs and oversees COUNTY provision of community mental health services provided with realignment funds. COUNTY must meet certain conditions and requirements to received funding for these programs and community mental health services. This Agreement, which is COUNTY's performance contract, as required by Welfare and Institutions Code (W&I) sections 5650(a), 5847, and Title 9, California Code of Regulations (CCR), section 3310, sets forth conditions and requirements that COUNTY must meet in order to receive this funding. This Agreement does not cover federal financial participation of State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. COUNTY agrees to comply with all of the conditions and requirements described herein.

2. **CONTRACTOR RESPONSIBILITIES:** CONTRACTOR will provide technical guidance, training, education and monitoring to COUNTY to include, as needed, but not be limited to:

   1.1 Coordination with COUNTY representatives at least monthly.

   1.2 Annual Training on Mental Health Medi-Cal requirements.

   1.3 Annual oversight of COUNTY mental health chart auditing process and assistance in continued development of same.

   1.4 Examples of DHCS approved Quality Improvement Plan and Evaluation of the Quality Improvement Plan Effectiveness.

   1.5 Assist in preparation for annual External Quality Review including examples of completed required documents and draft schedules. This may include strategies and changes document, Katie A update, ISCA, Performance Improvement Projects, etc.

   1.6 Provide example of required MHP Implementation Plan.

   1.7 Provide example of MHP Compliance Plan.

   1.8 Provide assistance to update current Cultural Compliance Plan as needed.

   1.9 Provide examples of timeliness workgroup process to adhere to special terms and conditions pursuant to current 1115 B Freedom of Choice Waiver.

   1.10 Assist in on-going implementation of access to services test calls.

EXHIBIT D

Admission Procedure

Sierra County Clients
Placer County Psychiatric Health Facility
101 Cirby Hills Drive, Roseville, California

POLICY: Effective June 22, 2001, Placer County will admit Sierra County Medi-Cal eligible and indigent clients to the Placer County Psychiatric Health Facility (PHF) pursuant to the contractual agreement between Placer and Sierra Counties for in-patient psychiatric services. The following procedure has been developed as a guideline for Placer County ACCESS workers to assist Sierra County in placing Sierra clients at the Placer County PHF.

PURPOSE: To detail the admissions process of Sierra County Medi-Cal eligible and indigent clients to the Placer County PHF.

PROCEDURE: All potentially eligible Sierra County clients shall be processed through the following admissions procedure:

- All Sierra County clients must meet the criteria and be placed on 5150 by representative from Sierra County.
- All Sierra County clients must be medically screened prior to admission to the Placer County PHF. The medical screening may include either laboratory work, and/or clearance through a hospital emergency room.
- A licensed physician or physician assistant shall medically screen the client in order to confirm that they meet minimum requirements for medical screening for admission to the PHF. Placer County's minimum requirements for medical screening may be obtained by calling ACCESS – ROSEVILLE (916) 787-8860. The ACCESS worker will not call the Placer County On-Call Psychiatrist, to discuss admission of the client to the PHF, if there is not acceptable medical screening.
- If the client meets the above criteria and is in need of psychiatric hospitalization, the Sierra County worker will contact the on-call Placer County ACCESS worker. The Sierra County worker will fax the following completed forms to the Placer County ACCESS worker for review and concurrence:

  - Medical Screening Form
  - Biopsychosocial Assessment (CARE 015)
  - Demographic Form (CARE 015a)
  - Periodic Information Sheet (CARE 024)
  - 5150 Hold Form

  If the forms are complete and no additional information is required, the Placer County ACCESS worker will call the Placer County On-Call psychiatrist and review the case for admittance to the PHF.

  a) If additional information is required the Placer County ACCESS worker will call the Sierra County worker prior to the client being discussed with the Placer County On-Call Psychiatrist.

  b) If questions arise during the conversation between the Placer County ACCESS worker and the Placer County On-Call psychiatrist, the psychiatrist may request the ACCESS worker to call the Sierra County worker or the psychiatrists may call the Sierra County worker themselves to obtain the additional information necessary to allow admission to the PHF.

  c) The Placer County On-Call Psychiatrist shall call the medical practitioner or emergency room physician if additional information is required regarding the medical clearance.

- Once the psychiatrist has made the determination to admit the client to the PHF, the Sierra County worker will arrange for an ambulance, or suitable transport, of the client to the PHF. All original documents must accompany the patient to the PHF.
- If the client is not admitted to the PHF for any reason, the Placer County ACCESS worker will make best efforts to locate a facility that will admit the client.

EXHIBIT E

Placer County Adult System of Care

5150 Process for Sierra County

Definitions:

Adult Intake Services: Adult Intake Services receive all calls from hospitals, law enforcement, and the community. These workers are responsible for entering contacts into AVATAR and communicating with the Sierra Mental Wellness Group Lead Staff. (*Adult Intake Services phone number is 916-787-8860.*)

Sierra Mental Wellness Group (SMWG) Lead Staff: This person is assigned to manage and assist individuals who are performing 5150 applications in the Tahoe Forest Hospital area. The SMWG Team will respond to all requests for Crisis Evaluations at Tahoe Forest Hospital or *Sierra Nevada Memorial Hospital*.

5150 Crisis Evaluation: The evaluation assists the Crisis Worker to conduct a structure interview which will identify the needs of the client and to verify if the person meets 5150 requirements as stated in W&I Code 5150.

5150 Application / Hold: The application permits a psychiatrist to "hold and observe" the individual in a locked treatment facility against their will, up to 72 hours.

Psychiatric Health Facility (PHF): Sierra County has a contract with Placer County Psychiatric Health Facility (PHF) for Medi-Cal beneficiaries and the uninsured.

5150 Hold: Danger to self, danger to others, and grave disability as defined in W&I Code 5150. Law enforcement and Sierra County designated employees can place a person on a 5150 hold.

Doctor to doctor consultation: Adult Crisis Response/SMWG will facilitate communication between the treating physician and the admitting psychiatrist to discuss the case and the medical / psychiatric concerns if requested by either doctor.

Process:

SIERRA COUNTY STAFF will identify an individual who is in need of a 5150 evaluation.

SIERRA COUNTY STAFF will call Adult Intake Services, notifying them of the 5150 application and give contact information such as full name, date of birth, location, security number, aliases, other.

SIERRA COUNTY STAFF will either call law enforcement to place a person on a 5150 or will place a person on a 5150.

SIERRA COUNTY STAFF will fax client information, 530-265-9376, to Adult Intake Services who will notify SMWG of the insurance, contact information, and medical records.

SIERRA COUNTY STAFF will copy and send medical records with the patient, if available, such as medical history, recent medications, doctor notes, observations, items that would be helpful for a psychiatric review.

SIERRA COUNTY STAFF / Law enforcement or ambulance will transport the patient to Tahoe Forest Hospital.

Once at Tahoe Forest Hospital:

Tahoe Forest Hospital staff will notify Adult Intake Services of the medical clearance.

SIERRA COUNTY STAFF or designee, who transported the client, will communicate with the SMWG Crisis Worker prior to leaving the hospital.

The SMWG Crisis Worker will complete the appraisal of client and document on the green CARE-002 form titled *"Mental Health Crisis Evaluation."*

The SMWG Crisis Worker will discuss the information with the on-call psychiatrist regarding the evaluation.

Determination
The on-call Adult System of Care psychiatrist will determine if the patient meets 5150 criteria, based upon the information gathered by the SMWG Crisis Worker.

The on-call psychiatrist will instruct the worker to either write an application for a 5150 involuntary hold or not.

The SMWG Crisis Worker will notify the SIERRA COUNTY STAFF of the doctor's determination. *In cases of disagreement, the SMWG Crisis Worker will facilitate a doctor to doctor consultation.*

A copy of the written assessment and 5150 application will be faxed to the SIERRA COUNTY STAFF to be filed in the Sierra County chart.

If the patient is to be held on a 5150 application, then the SMWG Crisis Worker will assist with placement and transportation to the accepting facility.

If the patient does not meet 5150 criteria, the SMWG Crisis Worker will communicate this to SIERRA COUNTY STAFF. Transportation will be arranged by the SMWG Crisis Worker in collaboration with SIERRA COUNTY STAFF.

The SMWG Crisis Worker will report to Adult Intake Services the resolution.

Side Notes:
1) Sierra County has a contracted rate for Telecare Psychiatric Health Facility.
2) If the person has Medicare or private insurance then SMWG can facilitate placement best suited for that coverage. If there are no inpatient services available then per contracted rate PHF may be used.

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
August 2, 2016	☐Regular ☐Timed ☒Consent

DEPARTMENT: Sheriff's Office
APPROVING PARTY: Tim Standley, Sheriff-Coroner
PHONE NUMBER: 530-289-3700

AGENDA ITEM: Renewal of Adoption of Resolution for Amended Agreement with the County of Los Angeles Sheriff's Department, which has a Statewide inmate transportation system already in place, to provide inmate transportations for Sierra County inmates when appropriate and necessary.

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

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND: Jail Budget
AMOUNT: $800 or less Annually

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

AMENDMENT NUMBER TWO
TO AGREEMENT FOR
INTRASTATE TRANSPORTATION OF PRISONERS

This Amendment Number Two ("Amendment") to Agreement for Intrastate Transportation of Prisoners ("Agreement") is made by and between by the County of Los Angeles and the County of SIERRA, effective July 1, 2016.

RECITALS

A. WHEREAS, on May 20, 2014, County of Los Angeles and County of SIERRA entered into the Agreement for the performance of intrastate prisoner transportation services by the Los Angeles County Sheriff's Department; and

B. WHEREAS, pursuant to Paragraph 7.3 of the Agreement, the billing rates shall be readjusted by the Los Angeles County Auditor-Controller annually, effective July 1; and

C. WHEREAS, the Los Angeles County Auditor-Controller has established the rates for Fiscal Year 2016-2017; and

D. WHEREAS, County of Los Angeles and County of SIERRA agree to amend the Agreement to adjust the rates for Fiscal Year 2016-2017.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree to amend the Agreement as follows:

1. Paragraph 7.2 of the Agreement is deleted in its entirety and replaced as follows to add the billing rates for Fiscal Year 2016-2017, effective July 1, 2016:

   7.2 The County of SIERRA shall pay for the services provided under the terms of this Agreement at the rates established by the Los Angeles Auditor-Controller from time to time:

   BILLING RATES FOR FY 2016-2017

Cost per prisoner, per mile	$0.89
Cost per meal	$8.00

   In addition, if significant deputy sheriff's time is spent by the Los Angeles County Sheriff's Department transportation personnel booking or picking up County of SIERRA prisoners, an hourly rate of $71.06 per service hour will be added to the regularly computed service charge.

2. County of SIERRA and the person executing this Amendment on behalf of the County of SIERRA hereby represent and warrant that the person executing this Amendment for County of SIERRA is an authorized agent who has actual authority to bind the County of SIERRA to each and every provision, term, and condition of the Amendment and that all County of SIERRA requirements have been fulfilled to provide such actual authority.

AMENDMENT NUMBER TWO
TO AGREEMENT FOR
INTRASTATE TRANSPORTATION OF PRISONERS

3. Except as provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the County of Los Angeles has caused this Amendment to be executed on its behalf by the Sheriff of the County of Los Angeles, and County of SIERRA has caused this Amendment to be executed on its behalf by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By_____
Jim McDonnell, Sheriff

Date _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

COUNTY OF SIERRA

By _____

Date _____

APPROVED AS TO FORM:

By _____
County Counsel

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF AGREEMENT WITH THE COUNTY OF LOS ANGELES, THE SHERIFF'S DEPARTMENT, TO PROVIDE INMATE TRANSPORTATIONS

RESOLUTION 2016-____

WHEREAS, the sheriff's office is required to move Sierra County inmates to and from various locations when necessary. Such occasions include to and from State prison and other county jails throughout the State. The sheriff's office does not currently have a transportation unit per se and generally all inmate transports are done by patrol staff when available and appropriate, or by private contract companies that provide inmate transportation services.

WHEREAS, the County of Los Angeles is amending the current agreement which terminates on June 30, 2019, an agreement to utilize their sheriff's department inmate transportation unit services to move inmates as requested and mutually agreed on the behalf of the Sierra County Sheriff.

WHEREAS, the use is expected to be seldom, generally from southern California counties. The use would be during transportations that the distance is greater than a reasonable drive time back-and-forth in a single day by a patrol deputy, or is otherwise necessary.

NOW, THEREFORE BE IT RESOLVED, that the sheriff's office is authorized to utilize the County of Los Angeles, the Sheriff's Department, for the transportation of inmates per agreement.

ADOPTED by the Board of Supervisors of the County of Sierra on the 2nd day of August, 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

County of Sierra:

_____
Lee Adams
Chairman of the Board

Attest:

_____
Heather Foster
Clerk of the Board

Approved as to Form:

_____
David Prentice
County Counsel

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: District Attorney
APPROVING PARTY: Lawrence R. Allen
PHONE NUMBER: 530-289-3269

AGENDA ITEM: Amended Approval of California Governor's Office of Emergency Services (OES) County Victim Services (XC) Program. (DISTRICT ATTORNEY)

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

BACKGROUND INFORMATION: Amend contract to remove salary/benefits that grant will not support. Adding vehicle purchase.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Application Cover Sheet

RFA PROCESS

COUNTY VICTIM SERVICES PROGRAM

Submitted by:
Sierra County Victim/Witness Assistance Program
100 Courthouse Square
PO Box 457
Downieville, California 95936

(Cal OES Use Only)							
Cal OES#		FIPS#		VS #		Subaward #	XC16 01 0460 JF

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

1. Subrecipient: County of Sierra **1a. DUNS#:** 040482804

2. Implementing Agency: Sierra County District Attorney **2a. DUNS#:** 040482804

3. Implementing Agency Address: PO Box 457 (Street) Downieville (City) 95936-0457 (Zip+4)

4. Location of Project: Downieville/Loyalton (City) Sierra (County) 95936-0457 (Zip+4)

5. Disaster/Program Title: County Victim Services Program **6. Performance Period:** 07/01/2016 to 06/30/2018

7. Indirect Cost Rate: ☑ N/A; ☐ 10% de minimis; ☐ Federally Approved ICR _____%

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2015	8. VOCA		$ 128,288			$ 32,072	$ 32,072	$ 160,360
Select	9. Select						$ 0	$ 0
Select	10. Select						$ 0	$ 0
Select	11. Select						$ 0	$ 0
Select	12. Select						$ 0	$ 0
	TOTALS	$ 0	$ 128,288	$ 128,288	$ 0	$ 32,072	$ 32,072	12. G Total Project Cost: $ 160,360

13. This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. Official Authorized to Sign for Subrecipient: **15. Federal Employer ID Number:** 946000536

Name: Lawrence R. Allen Title: District Attorney

Telephone: 530.289.3269 (area code) FAX: 530.289.2822 (area code) Email: larryallen@sierracounty.ca.gov

Payment Mailing Address: PO Box 457 City: Downieville Zip+4: 95936-0457

Signature: Date: 24 May 2016

[FOR Cal OES USE ONLY]

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer Date Cal OES Director (or designee) Date

RECEIVED JUN 09 2016 BY:

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION

1. **Cal OES Contact Information Section:**
   Governor's Office of Emergency Services
   Mark S. Ghilarducci, Director
   3650 Schriever Avenue
   Mather, CA 95655
   (916) 845-8506 phone • (916) 845-8511 fax

2. **Federal Awarding Agency Section:**

Fund Year	Federal Program Fund / CFDA #	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2015	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	$232,722,931	$223,414,013
Choose an item.	Choose an item.	Choose an item.	$	$
Choose an item.	Choose an item.	Choose an item.	$	$
Choose an item.	Choose an item.	Choose an item.	$	$
Choose an item.	Choose an item.	Choose an item.	$	$

3. **Project Description Section:**

   - Project Acronym (Please choose from drop down):
     County Victim Services Program (XC)

   - Project Description (Please type the Project Description):

   Provides one-time federal VOCA funding to each of California's 58 counties and the City of Los Angeles to help fill self-identified victim services gaps/needs.

4. **Research & Development Section:**

   - Is this Subaward a Research & Development grant? Yes ☐ No ☒

16-JUN-2016 LEVS Funding Source Entry FOWLERJ - [LEVS Funding Source Entry]

Action Edit Query Block Record Field Window Help

Funding Code	Funding Name	Fund Match %	%	Type	FY	Federal Award#	CFDA#	Dates	Grantor		Branch		Funding Amount
15VOCA	VICTIMS OF C	80	20	F	15/16	2015-VA-GX-0(	16.575	Dates	OFFICE FOR VIC	L	VS	L	232,722,931
15VOCA	VICTIMS OF C	20	0	L	15/16	2015-VA-GX-0(	16.575	Dates	OFFICE FOR VIC	L	VS	L	58,180,733

Budgets

St.Ops.Amt.	Match Type		Fund Code	Appr. Oblg	Appr. Pay	Hold	Cmts.		Doc Suffix
9,308,918	Cash/In-Kind on T	L	0890	✓	✓		40.20.45	E	1E
0	Cash/In-Kind on TF	L	9999	✓	✓		40.20.45	E	

Local Assistance	Available for Program Allocation	Allocated on Annual Plans (not in ledger)	Allocated to Program	Obligated	Paid	Available for Payment
223,414,013	124,375,418	12,111,109	99,038,595	86,927,486	38,110,076	48,817,410
58,180,733	45,377,817	2,991,808	12,802,916	9,811,108	3,160,610	6,650,498

Up Down Query Save Program Funding Exit

Record: 1/2

PROJECT CONTACT INFORMATION

Subrecipient: County of Sierra Subaward #: XC16 01 0460 JF

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. **NOTE: If you use a PO Box address, a street address is also required for package delivery and site visit purposes.**

1. The **Project Director** for the project:

Name: Lawrence R. Allen Title: District Attorney

Telephone #: 530.289.3269 Fax#: 530.289.2822 Email Address: larryallen@sierracounty.ca.gov

Address/City/Zip: 100 Courthouse Square/PO Box 457, Downieville, CA 95936

2. The **Financial Officer** for the project:

Name: Van Maddox Title: Auditor

Telephone #: 530.289.3286 Fax#: 530.289.2829 Email Address: auditor@sierracounty.ca.gov

Address/City/Zip: 100 Courthouse Square/PO Box 376, Downieville, CA 95936

3. The **person** having **Routine Programmatic** responsibility for the project:

Name: Sandy Marshall Title: Program Coordinator

Telephone #: 530.289.3269 Fax#: 530.289.2822 Email Address: smarshall@sierracounty.ca.gov

Address/City/Zip: 100 Courthouse Square/PO Box 457, Downieville, CA 95936

4. The **person** having **Routine Fiscal Responsibility** for the project:

Name: Sandy Marshall Title: Administrative Assistant III/Fiscal Agent

Telephone #: 530.289.3269 Fax#: 530.289.2822 Email Address: smarshall@sierracounty.ca.gov

Address/City/Zip: 100 Courthouse Square/PO Box 457, Downieville, CA 95936

5. The **Executive Director** of a Community Based Orgranization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Lawrence R. Allen Title: District Attorney

Telephone #: 530.289.3269 Fax#: 530.289.2822 Email Address: larryallen@sierracounty.ca.gov

Address/City/Zip: 100 Courthouse Square/PO Box 457, Downieville, CA 95936

6. The **Official Designated** by the Governing Board to enter into the Grant Subasward for the City/County or Community-Based Organization, as stated in Section 14 of the Grant Subaward Face Sheet:

Name: Lawrence R. Allen Title: District Attorney

Telephone #: 530.289.3269 Fax#: 530.289.2822 Email Address: larryallen@sierracounty.ca.gov

Address/City/Zip: 100 Courthouse Square/PO Box 457, Downieville, CA 95936

7. The **chair** of the **Governing Body** of the subrecipient:

Name: Lee Adams Title: Chair, District 1, Board of Supervisors

Telephone #: 530.289.3295 Fax#: 530.289.2830 Email Address: supervisor1@sierracounty.ca.gov

Address/City/Zip: 100 Courthouse Square/PO Box D, Downieville, CA 95936

SIGNATURE AUTHORIZATION

Subaward #: XC16 01 0460 JF

Subrecipient: County of Sierra

Implementing Agency: District Attorney

*The **Project Director** and **Financial Officer** are ***REQUIRED*** to sign this form.

***Project Director:**	Lawrence R. Allen	***Financial Officer:**	Van Maddox
Signature:	Lawrence R. Allen	Signature:	
Date:	24 May 2016	Date:	5-24-16

The following persons are authorized to sign for the **Project Director**	The following persons are authorized to sign for the **Financial Officer**
Signature	Signature
Print Name	Caleb Nelson, CPA Print Name
Signature	Signature
Print Name	Print Name
Signature	Signature
Print Name	Print Name
Signature	Signature
Print Name	Print Name
Signature	Signature
Print Name	Print Name

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Fund

The applicant must complete a Certification of Assurance of Compliance-VOCA (Cal OES 2-104f), which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program, Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, Civil Rights Compliance, and the special conditions for Subaward with the above mentioned fund. The applicant is required to submit the necessary assurances and documentation before finalization of the Grant Subaward. In signing the Grant Subaward Face Sheet, the applicant formally notifies Cal OES that the applicant will comply with all pertinent requirements.

Resolutions are no longer required as submission documents. Cal OES has incorporated the resolution into the Certification of Assurance of Compliance, Section VII, entitled, "Proof of Authority from City Council/Governing Board." The Applicant is required to obtain written authorization (original signature) from the City Council/Governing board that the official executing the agreement is, in fact, authorized to do so, and will maintain said written authorization on file and readily available upon demand. This requirement does not apply to state agencies.

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Fund

I, Lawrence R. Allen hereby certify that
(official authorized to sign Subaward; same person as Section 14 on Subaward Face Sheet)

SUBRECIPIENT: County of Sierra

IMPLEMENTING AGENCY: District Attorney

PROJECT TITLE: County Victim Services Program

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds

Subrecipients expending $750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

☑ The above named Subrecipient receives $750,000 or more in federal grant funds annually.

☐ The above named Subrecipient does not receive $750,000 or more in federal grant funds annually.

II. Equal Employment Opportunity – (*Subrecipient Handbook Section 2151*)

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, denial of family medical care leave, denial of pregnancy disability leave, or age (over 40). **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Van Maddox

Title: Sierra County Auditor

Address: PO Box 376, Downieville, CA 95936

Phone: 530.289.3286

Email: auditor@sierracounty.ca.gov

III. Drug-Free Workplace Act of 1990 – *(Subrecipient Handbook, Section 2152)*

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – *(Subrecipient Handbook, Section 2153)*

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.)* requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (*Subrecipient Handbook Section 2154)*

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – *(Subrecipient Handbook Section 2155)*

(This applies to federally funded grants only.)

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. Proof of Authority from City Council/Governing Board

The above-named organization (Applicant) accepts responsibility for and will comply with the requirement to obtain a signed resolution from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Civil Rights Compliance

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Funds

- Computer Network Requirement: The recipient understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

- Prohibit use of funds for ACORN and its subsidiaries: Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

- Text Messaging Policy: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

- Nondiscrimination in programs involving students: The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

- Registration with the System for Award Management and Universal Identifier Requirements: The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural

person (i.e., unrelated to any business or nonprofit organization that he or she may own or operate in his or her name).

- VA OCFO Access: The Grantee authorizes Office for Victims of Crime (OVC) and/ or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

- Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct: The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail: Office of the Inspector General, U.S. Department of Justice Investigations Division, 950 Pennsylvania Avenue, N.W., Room 4706, Washington, DC 20530; email: oig.hotline@usdoi.gov; hotline: (contact information in English and Spanish): 800-869–4499; or hotline fax: 202-616-9881. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Subaward [Section 14 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: _____

Authorized Official's Typed Name: Lawrence R. Allen

Authorized Official's Title: District Attorney

Date Executed: May 16, 2016

Federal Employer ID #: 946000536 Federal DUNS # 040482804

Current Central Contractor Registration Expiration Date: 08/11/2016

Executed in the City/County of: Sierra

AUTHORIZED BY: *(not applicable to State agencies)*

- ☐ City Financial Officer
- ☐ City Manager
- ☑ Governing Board Chair
- ☐ County Financial Officer
- ☐ County Manager

Signature: _____

Typed Name: Lee Adams

Title: Chair, District 1, Board of Supervisors

PROJECT SUMMARY

1. Subaward #: XC16 01 0080

2. PROJECT TITLE County Victim Services Program

3. PERFORMANCE PERIOD

07/01/2016 to 06/30/2018

4. SUBRECIPIENT

Name:	County of Sierra	Phone:	530.289.3269
Address:	PO Box 457	Fax #:	530.289.2822
City:	Downieville	Zip:	95936

5. GRANT AMOUNT

(this is the same amount as 12G of the Grant Subaward Face Sheet)

$ 160,360

6. IMPLEMENTING AGENCY

Name:	Sierra County District Attorney	Phone:	530.289.3269	Fax #:	530.289.2822
Address:	PO Box 457	City:	Downieville	Zip:	95936

7. PROGRAM DESCRIPTION

The Sierra County Victim/Witness Assistance Program is a one person office which serves all victims of crime in Sierra County.

8. PROBLEM STATEMENT

Sierra County is a sparsely populated rural mountainous county forty miles north of Lake Tahoe (from Loyalton) and fifty miles from Grass Valley (from Downieville). Services for crime victims are difficult to deliver due to heavily forested mountain roads, inclement weather, lack of cell service and inadequate funding.

9. OBJECTIVES

To deliver all mandatory and most optional services to all crime victims, and to enhance victim services by participating in collaborations which make delivery of services more comprehensive.

10. ACTIVITIES

Co-partner in the Family Justice Center with Sierra SAFE Program, referral agency for the Sierra Superior Court for restraining orders, Community Corrections Partnership (CCP) and Victim Information Notification Everyday (VINE).

11. EVALUATION (if applicable)

12. NUMBER OF CLIENTS (if applicable)

75-100

13. PROJECT BUDGET

(these are the same amounts as on Budget Pages)

	Personal Services	Operating Expenses	Equipment	TOTAL
	$32,055	$89,305	$39,000	$160,360
				$0
				$0
				$0
				$0
				$0
Totals:	$32,055	$89,305	$39,000	$160,360

Subrecipient: County of Sierra Subaward #: XC 16 01 0460 JF

Project Narrative

PROBLEM STATEMENT: Sierra County is located in the Sierra-Nevada, northeast of Sacramento on the border of Nevada. It is a very rural small county with approximately 3500 residents making it the second least populous county in California. The county is divided by the Pacific Crest with both the west and east sides of the county rich in history. The county was once home to both the Maidu and Washoe Indians, but today's history is tied to the Gold Rush. The discovery of gold resulted in some 16,000 miners settling in the county between 1848 and 1860.

Downieville, the county seat of Sierra County, is located on Highway 49 at the fork of the North Yuba and Downie rivers.

Sierra County is comprised of two very different regions. On the west side of the crest it is very mountainous and heavily forested. On the east side is the Sierra Valley, which is said to have been an ancient lake bed. It is one of the largest alpine valleys in the Sierra Nevada Mountains. Rugged remoteness and harsh weather conditions are just two of the contributing factors to a small population of independent and self-reliant people. High mountains and deep river canyons make cell phones unreliable and travel treacherous.

The drive from Downieville (2700 feet) to Loyalton (5000 feet) is 100 miles round-trip with a 7000 foot pass in-between.

The Sierra County Victim/Witness Assistance Program was created in 1990 as a two day a week program under the supervision of Nevada County Victim/Witness Program in the Nevada County Probation Department. In 1992 the program moved to Sierra County and was supervised by the Sierra County Probation Department. The position of Coordinator gradually increased from two days a week to full-time in 2001. In 2003 the program moved to the Sierra County District Attorney's Office.

The position of Coordinator was held by the same person since the program began in 1990 to

2003.

Fiscal year 2013/2014 came with new changes. The Victim/Witness Program was reduced to three days a week, two days in Loyalton and one day a week in Downieville.

Fiscal year 2015/2016 came with new changes yet again. The Victim/Witness Program was restored to five days a week, two days in Loyalton and three days in Downieville. With Downieville being the county seat and location of the courthouse, this schedule provides services to both sides of the county which is separated by fifty miles.

Victims of all crimes are assisted by the Sierra County Victim/Witness Assistance Program. The crimes most commonly occurring in Sierra County are "acquaintance crimes" such as domestic violence, child molest and statutory rape; rather than "stranger crime" such as car theft, robbery or muggings.

According to the 2010 census, the racial makeup of Sierra County is 93% white, 6% Hispanic and 1% Native American.

PLAN AND CAPIBILITIES: The Sierra County Victim/Witness Assistance Program will continue to be administered through the Office of the District Attorney providing immediate and comprehensive services in accordance with Penal Code Section 13835 et seq. for all crime victims and witnesses requesting assistance.

All mandatory services such as crisis intervention, emergency assistance, resource/referral counseling, direct counseling, orientation to the criminal justice system, court support, assistance with CalVCP claims, property return, case status/disposition, family notification and restitution will be provided to our identified victims.

The Sierra County Victim/Witness Assistance Program has reached every crime victim in Sierra County with all mandatory and most optional services. All victims on both sides of the county will be served despite the remoteness and severe weather conditions. Special needs victims will receive home visits, translation services and any other kind of help required.

Child and mentally handicapped victims can be interviewed in the Multidisciplinary Interview

Center at the Family Resource Center located in Loyalton. The Superior Court is equipped with four Endersound assisted listening systems for the hearing impaired. If needed, the Probation Department employs multilingual staff for translation services.

Domestic Violence and Sexual Assault victims are seen at the Family Justice Center which houses Victim/Witness, Sierra SAFE and the District Attorney's Office.

We receive referrals and have working relationships with the Sheriff's Office, California Highway Patrol, District Attorney's Office, Probation Department, Human Services and Mental Health. The Sierra Court refers requests for restraining orders also.

With the west and east sides of the county being separated by fifty miles, the program advocate provides services to both sides during the work week. This schedule has worked out well with court dates for Victim/Witness cases calendared on Tuesdays and Fridays. Both locations provide a safe and secure environment.

Home visits are arranged for those unable to get to either office for restraining orders, victim compensation assistance, counseling, or other support services.

The Program Directors of Victim/Witness and Sierra SAFE agree to coordinate services.

The Victim/Witness Coordinator has an agreement with the Sierra Superior Court which allows restraining orders to be assisted in Loyalton at the Family Justice Center and are scanned to the courthouse in Downieville to be processed and signed by a Judge.

Victim/Witness is also joined with the Community Correction Partnership (CCP) and Victim Information Notification Everyday (VINE) Program.

Volunteers are not as useful in a small county as they may be in larger counties. In a county where everyone knows each other, there may be conflicts with volunteers and victims. At this time, three days a week, there are two volunteers in Loyalton. They assist with Sierra SAFE and are in the office the three days the VW Advocate is in Downieville. Volunteers assist in phone calls, walk-ins and counseling. There is also access to a few trained volunteers from the Crisis Line who have offered to help should the need arise.

VSSC Plan: Sierra is a very unique county with approximately 3500 residents. Victims of all Crimes are assisted by the Sierra County Victim/Witness Assistance Program. One-on-one personalized service is top-notch in our county with our population being so low. The gaps/needs of our county may be different than most. Our gaps/needs are not direct crime victim services, but are necessary for essential activity to ensure that quality services are provided. The grantee has no other source of support for them.

Day to day operations for the VW Program have been carried by the general fund since all the VW Grant is used for salary. Vehicle fuel, maintenance, tires, rent, communications, office supplies, furniture and trainings would benefit from the XC Grant.

Currently the V/W vehicle is driven two days a week to the east side of the county for victim assistance. It is a 100 miles round-trip mountainous venture with a 7000 foot pass in-between. The vehicle driven now is a Jeep Wrangler. It has more than 100,000 miles, it no longer locks from the inside, has no air conditioning and you pretty much get blown off the road when an on-coming semi passes you on a two lane highway. The purchase of a new vehicle would be a great reassurance.

The VW office in Loyalton is in dire need of help. The furniture is literally from the late 80's –early 90's. Desks are falling apart, chairs are not ergonomically correct, computers and printers are outdated and the outside VW sign needs repaired. The Sierra Court victim waiting room is in the same situation. With only having one courtroom, many victims and their families wait in that room away from the courtroom hallway where traffic is heavy.

Monies would be set aside for in-state mandatory trainings. As of now, those training dates are not available. The National Organization for Victim Assistance (NOVA) training is in Charlotte, NC this August. Victim/Witness, Sheriff and Sierra SAFE would like to attend this training to learn dignity and compassion for those harmed by crime and crisis. All four of these women work with victims every day. It would be gratefully beneficial.

The Sierra County Victim/Witness Assistance Program has been designated as the Administrator of the XC Grant, as it currently is a direct victim service provider, and will act as the single point of contact for the grant.

The VSSC will meet quarterly and will maintain communication throughout the duration of the grant.

The VSSC has compiled a list of operation expenses that will be fulfilled in the grant timeline.

The current advocate splits her time between Downieville and Loyalton. Volunteers are used in Loyalton eight hours a day, three days a week when the VW advocate is at the Downieville location. Volunteers assist in phone calls, walk-ins and counseling. The In-Kind Match will be used for this portion of the grant. We were given $32,072.

3 days a week x 8 hours = 24 hours a week

24 hours per week/0.6 FTV

$12.70 x 1262 = $16,027 x 2 volunteers = $32,054.

Funds will be distributed by Sierra County Victim/Witness and the Sierra County District Attorney's Office. Departments will supply the VW Office with receipts, a purchase order will be made and approved by the District Attorney. This is then sent to the auditor for final payment.

Our Victim Services Steering Committee anticipates that the XC funding source will positively impact our county.

VSSC Members:

Lawrence R. Allen, District Attorney

Jeff Bosworth, Chief, Probation

Michelle Anderson, Correctional Sergeant, Sheriff

Sandy Marshall, Victim Witness Coordinator

Darden Bynum, Director, Health & Human Services (Child/Adult Protective Services/Mental Health)

Suzanne Shelton, Project Director, Sierra SAFE

Lee Kirby, Court Executive Officer, Sierra Superior Court

County Victim Services (XC) Program RFA

Victim Services Steering Committee (VSSC) Sierra County

Lawrence R. Allen
District Attorney

Jeff Bosworth
Chief/Probation

Michelle Anderson
Correctional Sergeant

Sandy Marshall
Coordinator/Victim/Witness

Darden Bynum
Director/Health & Human Services

Suzanne Shelton
Project Director/Sierra SAFE

Lee Kirby
Court Executive Officer

Superior Court of California
In and for the County of Sierra

100 Courthouse Square
P.O. Box 476
Downieville, CA 95936

(530)289-3698
Fax (530)289-0205
superiorcourt@sierracourt.org

Charles H. Ervin
PRESIDING JUDGE

Lee E. Kirby
COURT EXECUTIVE OFFICER

Yvette Durant
COMMISSIONER

May 24, 2016

To Cal OES:

The Superior Court of California, County of Sierra, submits this letter in support of the county application for grant funding through the County Victim Services Program. Although the Court cannot, consistent with its role as an impartial arbiter, sign the Victim Services Steering Committee plan, the Court supports the county's application for these grant funds.

Please feel free to contact me if you have any questions about this letter or the Court's participation in the Victim Services Steering Committee.

Regards,

Lee E. Kirby
Court Executive Officer

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: SIERRA COUNTY Subaward #			
A. Personal Services – Salaries/Employee Benefits	**VOCA 15**	**IN-KIND MATCH**	**COST**
VOLUNTEERS		$32,055	$32,055
3 DAYS A WEEK X 8 HOURS PER DAY			$0
24 HOURS PER WEEK/0.6 FTV			$0
$12.70 X 1262 = $16,027 X 2 = $32,055			$0
			$0
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			$0
Personal Section Totals	$0	$32,055	$32,055
PERSONAL SECTION TOTAL			$32,055

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: SIERRA COUNTY **Subaward #**

B. Operating Expenses	VOCA 15	IN-KIND MATCH	COST
VEHICLE MAINTENANCE			$0
Fuel $150 x 100% x 24 = $3600	$3,600		$3,600
Service $100 x 100% x 24 = $2400	$2,400		$2,400
Tires $135 x 100% x 24 = $3240	$3,240		$3,240
Floor Mats 4 x $80 = $320	$320		$320
Winter Rims 4 x $200 = $800	$800		$800
			$0
COMMUNICATIONS			$0
Land Line/Loyalton $50 x 100% x 24 = $1200	$1,200		$1,200
Mobile $65 x 100% x 24 = $1560	$1,560		$1,560
Internet/Loyalton $38 x 100% x 24 = $912	$912		$912
New Mobile Phones 4 x $989 = $3796	$3,796		$3,796
			$0
SIERRA COUNTY SHERIFF			$0
SART Exams 5 x $1000 = $5000	$5,000		$5,000
Dell Laptop Computer $1200	$1,200		$1,200
Susteen Forensic Software $1495	$1,495		$1,495
Susteen Forensic Training & Certificate $995	$995		$995
Waiting Room Chairs 4 x $500 = $2000	$2,000		$2,000
			$0
V/W LOYALTON			$0
Outdoor Sign Repair $2000	$2,000		$2,000
Desk $1800	$1,800		$1,800
Computer, Monitor, Printer	$5,000		$5,000
Desk Chair $400	$400		$400
Office Supplies $5000	$5,000		$5,000
Shredder	$1,300		$1,300
Kitchen Table $2000	$2,000		$2,000
Wall Mounted Brochure Holders 3 x $175 = $525	$525		$525
			$0
DISTRICT ATTORNEY/VW DOWNIEVILLE			$0
Shredder $1300	$1,300		$1,300
Desk Chair $400	$400		$400
Office Supplies (stamps, envelopes, folders etc.) $1000	$1,000		$1,000
iPad 2 x $1125 (pad, cover keyboard) = $2250	$2,250		$2,250
SIERRA SUPERIOR COURT V/W LOUNGE			$0
Sofa	$1,800		$1,800
Chairs 3 x $500 = $1500	$1,500		$1,500
Small Table for Children	$300		$300
TV/DVD	$250		$250
End Tables	$450		$450
Lighting	$400		$400
Childrens Book Display & Books	$500		$500
			$0
SIERRA SAFE V/W LOUNGE			$0
Desk $1800	$1,800		$1,800
Desk Chair 3 x $400 = $1200	$1,200		$1,200
Refrigerator $1988	$1,988		$1,988
Sofa 2 x $1800 = $3600	$3,600		$3,600
Chairs 2 x $500 = $1000	$1,000		$1,000
Lighting 4 x $100 = $400	$400		$400
TRAININGS			
In-State Trainings	$5,000		$5,000
Out-of-State Trainings (see attached)	$15,224		$15,224
(NOVA) 4 x $1903 = $7,612 x 2 years = $15,224			$0
RENT			$0
57 square feet x $1.75 = $100 x 24 = $2400	$2,400		$2,400
Operating Section Totals	$89,305	$0	$89,305
OPERATING SECTION TOTAL			**$89,305**

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient:			
C. Equiptment Expense	VOCA 15	IN-KIND MATCH	**COST**
NEW VEHICLE			$0
New Vehicle w/tax (see attached bids)	$39,000		$39,000
			$0
			$0
			$0
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Equiptment Section Totals	$39,000	$0	$39,000
EQUIPMENT SECTION TOTAL			$39,000
Category Totals			
Same as Section 12G on the Grant Subaward Face Sheet	**$128,305**	**$32,055**	
Total Project Cost			**$160,360**

Subrecipient: County of Sierra Subaward #: _____

Budget Narrative

This proposed budget will be focused on supporting the objectives and activities of this project by filling in the service gaps and providing victims of crime with the mandatory and optional services that are outlined by the County Victim (XC) Program Grant.

These services are provided in an effort to reduce the trauma and insensitive treatment victims and witnesses may have experienced as a result of being a victim or a witness to a crime.

The majority of the budgeted funds will be allocated primarily to pay for Operating Expenses. No monies will be used for administrative costs, these grant funding cost are not generally considered direct crime victim services, but will ensure that quality direct services are provided. While some of these funds will be used for day to day operations, most of the funds will be directed to furniture, computers and trainings.

1. Personal Services –
   Volunteers will provide services 3 days a week x 8 hours per day
   24 hours per week/0.6 FTV
   $12.70 x 1262 = $16, 027 x 2 years = $32,055 IN-KIND MATCH
   Total: $32,055

2. Operating Expenses –

   1. VEHICLE MAINTENANCE
   Program advocate provides services to both the east and west sides of Sierra County with a 100 mile commute over mountainous passes. Fuel, vehicle service, tires, new floor mats and Winter rims. **Total: $10,360**

   2. COMMUNICATIONS
   Land line and internet for Loyalton Office. Monthly service charges for mobile phone. The purchase of 4 mobile phones. Two for advocates, two for District Attorney's Office.
   Total: $7,468

   3. SIERRA COUNTY SHERIFF
   The Sheriff's Office provides direct services to victims. They are in charge of SART Exams, from providing transportation to billing. A new laptop computer, forensic software, training for the software are also requested. All of these items would directly support victims by allowing them to gather additional evidence for investigations. Lobby is in need of new chairs.
   Total: $10,690

4. VICTIM/WITNESS LOYALTON OFFICE
The outdoor sign for VW needs repaired. A desk, desk chair, computer, monitor, printer, shredder, office supplies, brochure holders and table are requested.

Total: $18,025

5. DISTRICT ATTORNEY/VW DOWNIEVILLE
Desk chair, shredder, office supplies and two iPads are requested for the DA and Coordinator.

Total: $4,950

6. SIERRA SUPERIOR COURT
The Sierra Superior Court victim waiting room has not been updated in decades. Many victims and their families wait in that room away from the courtroom hallway where traffic is heavy. A sofa, chairs, small table for children, TV/DVD, end tables, lamps and book display/books would be greatly appreciated.

Total: $5,200

7. SIERRA SAFE V/W LOUNGE
The Sierra SAFE office is located in Loyalton and has direct services to victims every day. It also has not been updated in decades. Desks are falling apart and the furniture is in shambles. A desk, 3 desk chairs, refrigerator, 2 sofas, 2 chairs, and lamps are requested.

Total: $9,988

8. TRAININGS
OUT-OF-STATE trainings are held once a year by NOVA (National Organization for Victim Assistance). I believe this would benefit VW, Sierra SAFE and the Sheriff Sergeant tremendously. We provide direct support every day to victim services.
4 people x $1903 = $7,612 x 2 years = $15,224 (See attached out-of-state worksheets)

IN-STATE trainings are held several times throughout the year. As of now, I do not know where/when the trainings are located. If I need to fly/drive or for how long. I set aside a budget of $5,000 for transportation, hotel, registration and per diem for the next two years.

Total: $20,224

9. RENT
Space is rented in Loyalton in the Sierra SAFE office. 57 sf. x $1.75 = $100 x 24 = $2,400

Total: $2,400

3. Equiptment Expense –
A grant purchased vehicle will provide the Coordinator/Advocate safe and reliable transportation throughout the community & trainings. Currently driving a Jeep Wrangler with over 100,000 miles that you cannot lock from inside anymore and you get blown off the road if you pass a semi-truck.
The vehicle we purchase must have 4-wheel drive to get over the mountainous passes in winter. See attached (2) vehicle bids.

Total: $39,000

GRANT TOTAL: $160,360

Sandi Marshall

From: Jim Moore <jmoore@chuckpatterson.us>
Sent: Wednesday, July 06, 2016 12:52 PM
To: Sandi Marshall
Subject: bid on trailhawk

Hi Sandy here is the bid you requested. Your price after rebate will be $31,390 plus whatever fees that are associated with sierra county. Any questions you can reach me on my cell at 530-990-2427 Thanks Jim Moore

Requested Vehicle Information for 2016 Jeep Cherokee Trailhawk

3.2L V6, automatic, Bright White Clearcoat, stock # 549016, new...
More Details

- Price $35,550

$38,216 w/tax

Comments

Vehicle Photos

Taxes $2666.00

Options

Technical

- Automatic Transmission
- 3.2 liter V6 DOHC engine
- 4 Doors
- Four-wheel drive
- Fuel economy EPA highway (mpg): 26 and EPA city (mpg): 19
- 4WD Type - Automatic full-time
- Descent Control - Hill descent control

Safety

- 4-wheel ABS brakes
- Traction control - ABS and driveline
- Head airbags - Curtain 1st and 2nd row
- Passenger Airbag
- Front fog/driving lights
- Daytime running lights
- Dusk sensing headlights
- Knee airbags - Driver and passenger

Convenience

- Bluetooth
- Remote power door locks
- Power windows with 2 one-touch
- Air conditioning
- Audio controls on steering wheel
- Power mirrors
- Tilt and telescopic steering wheel
- Compass
- External temperature display
- Tachometer
- AC power outlet - 1
- Clock - In-radio display
- Overhead console - Mini with storage

Interior

- Front seat type - Bucket
- Reclining rear seats
- Split-bench rear seats

Exterior

- Rear spoiler - Lip
- Rear wiper
- Roof rack - Rails only
- Skid plates - 4
- Tow Hooks - 1
- Satellite communications - Integrated
- Speed-proportional power steering
- Trip computer
- Video Monitor Location - Front

You are receiving this email because you inquired about or purchased a vehicle from Chuck Patterson Toyota Scion Dodge recently or in the past. If you prefer not to receive further emails from us, click here to unsubscribe. Alternatively, you can send a written request to the address below. We'll remove you from our list as quickly as possible.
This email was sent to smarshall@sierracounty.ca.gov on July 06, 2016.

To contact us please visit http://www.chuckpattersonautoworld.com/Default.asp or call (530) 895-1771.

This email was delivered to you by:
Chuck Patterson Toyota Scion Dodge
200 East Ave
Chico, CA 95926

Sandi Marshall

From: Sales <sales@auburnflm.com>
Sent: Wednesday, July 06, 2016 10:57 AM
To: Sandi Marshall
Subject: VEHICLE BID
Attachments: 001.jpg; 002.jpg; 003.jpg

Sandy,Here is the vehicle info/quote,Please call w/any questions.Thanks,Steve

```
CNGP530                    VEHICLE ORDER CONFIRMATION          07/06/16 13:39:35
==> _________ ____________________________________________          Dealer: F72459
                              2017 EXPLORER 4-DOOR                  Page: 1 of 2
Order No: 0001    Priority: H5  Ord FIN: QM383  Order Type: 5B Price Level: 725
Ord Code: 202A Cust/Flt Name: SIERRA COUNTY       PO Number:
                      RETAIL                                  RETAIL
K8D  4DR 4WD XLT      $35775                  .HTD STEER WHEEL
     .112.6" WB                               .COMFORT PACK
UX   INGOT SLVR MET                     998   .3.5L V6 TIVCT      NC
B    LTHR BKT W/HEAT                    44J   .6-SPD AUTO TRAN    NC
L    MED LT CAMEL                             P255/50R20 A/S
202A EQUIP GRP          4680                  CA BOARD FEES       NC
     .DR CONNECT PACK
     .8" LCD TOUCH                      TOTAL BASE AND OPTIONS 42800
     .SYNC 3                            * SPCL ADDED DISC *     (800)
     .PREM PLUS AUDIO                   TOTAL                  42000
     .REMOTE START                      *THIS IS NOT AN INVOICE*
     .A/C, DUAL AUTO                    *TOTAL PRICE EXCLUDES COMP PR
     .10-WAY PWR PASS
     .PWR LIFTGATE                      * MORE ORDER INFO NEXT PAGE *
     .FWD SENSING SYS                              F8=Next
F1=Help                 F2=Return to Order         F3/F12=Veh Ord Menu
F4=Submit               F5=Add to Library          F9=View Trailers
S006 - MORE DATA IS AVAILABLE.                                      QC07874
fmcdealr@SALES-PC
Jul 6, 2016 10:39:36 AM
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CNGP530                    VEHICLE ORDER CONFIRMATION            07/06/16 13:41:10
==> _________ ____________________________________________          Dealer: F72459
                              2017 EXPLORER 4-DOOR                  Page: 2 of 2
Order No: 0001    Priority: H5  Ord FIN: QM383  Order Type: 5B Price Level: 725
Ord Code: 202A Cust/Flt Name: SIERRA COUNTY       PO Number:
                       RETAIL                                  RETAIL
422  CALIF EMISSIONS     NC            *TOTAL PRICE EXCLUDES COMP PR
50M  GUARDS *FIA*       205
64R  20" POLISH ALUM   1195
794  PRICE CONCESSN
     REMARKS TRAILER
     SLCTSHFT TRANS
153  FRT LICENSE BKT     NC
     SP FLT ACCT CR
     FUEL CHARGE
     DEST AND DELIV     945

TOTAL BASE AND OPTIONS 42800
* SPCL ADDED DISC *     (800)
TOTAL                  42000
*THIS IS NOT AN INVOICE*                              F7=Prev
 F1=Help                F2=Return to Order            F3/F12=Veh Ord Menu
 F4=Submit              F5=Add to Library             F9=View Trailers
S099 - PRESS F4 TO SUBMIT                                          QC07874
fmcdealr@SALES-PC
Jul 6, 2016 10:41:13 AM
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FI9CON Purchase Information Screen DON-FI

	Deal No:	68905	16)	ESP:	
1)	Contract Date:	07/06/16	17)	MAINT AGREEMENT:	
2)	Stock Number:		18)	Total We Owes:	
			19)	GAP:	
3)	Fin Inst:	OPTION	20)	Cont.Cancel:	
4)	Cash Price:	$ 35,001.00	21)	Total Tax:	$ 2,625.08
5)	Total Trade Allow:		22)	APR:	
6)	Less Payoff:		23)	Term:	
7)	Cash Down:		24)	Odd Days:	
8)	Phantom Footprint:		25)	DaysTo/1stPmtDate:	07/06/16
9)	MFG. REBATE:		26)	PAYMENT:	$ 37,634.83
10)	Tot Pick Pmts w/Int:			Sale Subtotal:	$ 35,001.00
	Total Down:			Total Financed:	$ 37,634.83
11)	DOCUMENTATION SERV:			Finance Charge:	
12)	SMOG WINDOW:			Total Other Charges:	
13)	LICENSE FEES:			Total of Payments:	$ 37,634.83
14)	SMOG SELLER:			Deferred Price:	
15)	Calif. Tire Fee*:	$ 8.75		Unpaid Balance:	$ 37,634.83

Command:

F1=Help F2=Home F3=Save F4=Cancel SF8=Fee/Tax

Sandi Marshall

From: Mike Fisher
Sent: Thursday, July 14, 2016 11:52 AM
To: Sandi Marshall
Subject: Laptop computer in forensic cell phone software

Sandi,

Here's a potential list of the items I would like to get through your grant. All of these items would directly support victims by allowing us to gather additional evidence to further/strengthen our investigations. I can put together a justification for each item or for all the items as a whole. Just let me know what you need, I still need to do a little more research regarding the laptop computer.

1) Dell laptop computer: $700 - $1200 (to include computer accessories: carrying case, mouse, Etc....)
2) Susteen add on forensic software to expand our current cell phone forensic capabilities: $1495.00
3) Susteen cell phone forensic training and certification: $995.00

If we purchase the software along with the training they will give us a substantial break in the training cost. Still researching but wanted to get something to you to let you know I'm still very interested.

Mike

Det. Mike Fisher
Sierra County Sheriff's Office
100 Courthouse Square
PO Box 66
Downieville, CA 95936
(530) 289-3700

PROJECT SERVICE AREA INFORMATION

1. COUNTY OR COUNTIES SERVED: Enter the name(s) of the county or counties served by the project. Put an asterisk where the project's principal office is located.

*Sierra

2. U.S. CONGRESSIONAL DISTRICT(S): Enter the number(s) of the U.S. Congressional District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

*1

3. STATE ASSEMBLY DISTRICT(S): Enter the number(s) of the State Assembly District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

*1

4. STATE SENATE DISTRICT(S): Enter the number(s) of the State Senate District(s) that the project serves. Put an asterisk for the district where the project's principal office is located.

*1

5. POPULATION OF SERVICE AREA: Enter the total population of the area served by the project.

3,240

SIERRA COUNTY ORGANIIZATIONAL CHART
XC GRANT

District Attorney

Victim/Witness

Probation

Sheriff's Office

Health & Human Services

Sierra SAFE

Sierra Superior Court

Operational Agreements (OA) Summary Form

	List of Agencies/Organizations/Individuals	Date OA Signed (xx/xx/xxxx)	Dates of OA From:		To:
1.	Sierra County Sheriff	04/29/16	07/01/16	to	06/30/19
2.	Sierra SAFE Program	10/07/14	07/01/14	to	06/30/17
3.	Plumas Crisis Intervention and Resource Center	10/07/14	07/01/14	to	06/30/17
4.	Sierra County Child Abuse Prevention Council	10/07/14	07/01/14	to	06/30/17
5.	Sierra County Health & Human Services	06/05/14	07/01/14	to	06/30/17
6.	Plumas Rural Services	04/28/16	07/01/16	to	06/30/19
7.				to	
8.				to	
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19.				to	
20.				to	

Use additional pages if necessary.

PRINT

RESET

Subaward #: _____

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

OUT-OF-STATE TRAVEL REQUEST

SUBRECIPIENT

Agency: Sierra County

Project Director: Lawrence R. Allen Phone #: 530.289.3269

Address: PO Box 457

City: Downieville Zip: 95936

ATTENDEE(S)

Name: Sandy Marshall

Title: Victim/Witness Coordinator Phone #: 530.289.3269

Name:

Title: Phone #:

TRIP DETAILS

Trip Date [Month/Day(s)/Year] 08/20/2016-08/25/2016

Destination (City/State) Charlotte, NC

Description (Meeting/Conference/Other) (NOVA) National Organization for Victim Assistance

NOVA's 42nd Annual Training Event

Justification (indicate the need for the trip and the benefits to the State. Use additional pages if necessary. Attach brochure if available.)

Victim/Witness training to find dignity and compassion for those harmed by crime and crisis.

Subrecipient must attach Cost Worksheet to the Out-of-State Travel Request.

FOR CAL OES USE ONLY

Recommendation:

Approve	Disapprove		
☐	☐	Program Specialist	Date
☐	☐	Unit Chief	Date

OUT-OF-STATE TRAVEL REQUEST COST WORKSHEET

Travel Policy – are the rates based on internal policy or the state's travel policy? Please specify:

Internal Travel Policy ☑ State Travel Policy ☐

Date of Trip: 08/20/2016-08/25/2016

Destination: Charlotte, NC

Purpose: 2016 NOVA Annual Training

ESTIMATED COSTS

TRANSPORTATION:		**AMOUNT**
	Airfare:	$ 640
Additional Airport Expenses		
	Mileage: (57.5 cents per mile)	$ 106
	Taxi/Shuttle:	$
	Parking:	$ 84
Auto Expenses:		
	Private Car:	$
	Rental Car:	$ 360
	State/Agency Car:	$

HOTEL/PER DIEM

Hotel:
5 days @ $ 135 per day = $ 675

Per diem:
6 days @ $ 46 per day = $ 276

OTHER EXPENSES

Registration/Conference Fee: NOVA registration fee	$ 395
Hotel in Reno 08/19/2016	$ 120
Per Diem 08/19/2016	$ 23
	$
	$

TOTAL COSTS NOT TO EXCEED: $ 2679

AGREEMENT 2016-048 June 7, 2016

PRINT

RESET

Subaward #: _____

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

OUT-OF-STATE TRAVEL REQUEST

SUBRECIPIENT

Agency: Sierra County

Project Director: Lawrence R. Allen Phone #: 530.289.3269

Address: PO Box 457

City: Downieville Zip: 95936

ATTENDEE(S)

Name: Michelle Anderson

Title: Correctional Sergeant Phone #: 530.289.3700

Name:

Title: Phone #:

TRIP DETAILS

Trip Date [Month/Day(s)/Year] 08/20/2016-08/25/2016

Destination (City/State) Charlotte, NC

Description (Meeting/Conference/Other) (NOVA) National Organization for Victim Assistance

NOVA's 42nd Annual Training Event

Justification (indicate the need for the trip and the benefits to the State. Use additional pages if necessary. Attach brochure if available.)

Victim/Witness training to find dignity and compassion for those harmed by crime and crisis.

Subrecipient must attach Cost Worksheet to the Out-of-State Travel Request.

FOR CAL OES USE ONLY

Recommendation:

Approve	Disapprove		
☐	☐	Program Specialist	Date
☐	☐	Unit Chief	Date

OUT-OF-STATE TRAVEL REQUEST COST WORKSHEET

Travel Policy – are the rates based on internal policy or the state's travel policy? Please specify:

Internal Travel Policy ☑ State Travel Policy ☐

Date of Trip: 08/20/2016-08/25/2016

Destination: Charlotte, NC

Purpose: 2016 NOVA Annual Training

ESTIMATED COSTS

TRANSPORTATION:		**AMOUNT**
	Airfare:	$ 640
Additional Airport Expenses		
	Mileage: (57.5 cents per mile)	$
	Taxi/Shuttle:	$
	Parking:	$
Auto Expenses:		
	Private Car:	$
	Rental Car:	$
	State/Agency Car:	$

HOTEL/PER DIEM

Hotel:				
	days @	$	per day =	$ 0
Per diem:				
6	days @	$ 46	per day =	$ 276

OTHER EXPENSES

Registration/Conference Fee: NOVA registration fee	$ 395
Hotel in Reno 08/19/2016	$
Per Diem 08/19/2016	$ 23
	$
	$

TOTAL COSTS NOT TO EXCEED: $ 1334

PRINT

RESET

Subaward #: _____

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

OUT-OF-STATE TRAVEL REQUEST

SUBRECIPIENT

Agency: Sierra County

Project Director: Lawrence R. Allen Phone #: 530.289.3269

Address: PO Box 457

City: Downieville Zip: 95936

ATTENDEE(S)

Name: Kasey Coonrod

Title: Sierra SAFE Advocate Phone #: 530.993.1237

Name:

Title: Phone #:

TRIP DETAILS

Trip Date [Month/Day(s)/Year] 08/20/2016-08/25/2016

Destination (City/State) Charlotte, NC

Description (Meeting/Conference/Other) (NOVA) National Organization for Victim Assistance

NOVA's 42nd Annual Training Event

Justification (indicate the need for the trip and the benefits to the State. Use additional pages if necessary. Attach brochure if available.)

Victim/Witness training to find dignity and compassion for those harmed by crime and crisis.

Subrecipient must attach Cost Worksheet to the Out-of-State Travel Request.

FOR CAL OES USE ONLY

Recommendation:

Approve	Disapprove		
☐	☐	Program Specialist	Date
☐	☐	Unit Chief	Date

OUT-OF-STATE TRAVEL REQUEST COST WORKSHEET

Travel Policy – are the rates based on internal policy or the state's travel policy? Please specify:

Internal Travel Policy ☑ State Travel Policy ☐

Date of Trip: 08/20/2016-08/25/2016

Destination: Charlotte, NC

Purpose: 2016 NOVA Annual Training

ESTIMATED COSTS

TRANSPORTATION:		**AMOUNT**
	Airfare:	$ 640
Additional Airport Expenses		
	Mileage: (57.5 cents per mile)	$ 52
	Taxi/Shuttle:	$
	Parking:	$ 84
Auto Expenses:		
	Private Car:	$
	Rental Car:	$
	State/Agency Car:	$

HOTEL/PER DIEM

Hotel: 5	days @	$ 135	per day =	$ 675
Per diem: 6	days @	$ 46	per day =	$ 276

OTHER EXPENSES

Registration/Conference Fee: NOVA registration fee	$ 395
Hotel in Reno 08/19/2016	$ 120
Per Diem 08/19/2016	$ 23
	$
	$

TOTAL COSTS NOT TO EXCEED: $ 2265

AGREEMENT 2016-048 June 7, 2016

PRINT

RESET

Subaward #: _____

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

OUT-OF-STATE TRAVEL REQUEST

SUBRECIPIENT

Agency: Sierra County

Project Director: Lawrence R. Allen Phone #: 530.289.3269

Address: PO Box 457

City: Downieville Zip: 95936

ATTENDEE(S)

Name: Suzanne Shelton

Title: Project Director/Sierra SAFE Phone #: 530.993.1237

Name:

Title: Phone #:

TRIP DETAILS

Trip Date [Month/Day(s)/Year] 08/20/2016-08/25/2016

Destination (City/State) Charlotte, NC

Description (Meeting/Conference/Other) (NOVA) National Organization for Victim Assistance

NOVA's 42nd Annual Training Event

Justification (indicate the need for the trip and the benefits to the State. Use additional pages if necessary. Attach brochure if available.)

Victim/Witness training to find dignity and compassion for those harmed by crime and crisis.

Subrecipient must attach Cost Worksheet to the Out-of-State Travel Request.

FOR CAL OES USE ONLY

Recommendation:

Approve	Disapprove		
☐	☐	Program Specialist	Date
☐	☐	Unit Chief	Date

OUT-OF-STATE TRAVEL REQUEST COST WORKSHEET

Travel Policy – are the rates based on internal policy or the state's travel policy? Please specify:

Internal Travel Policy ☑ State Travel Policy ☐

Date of Trip: 08/20/2016-08/25/2016

Destination: Charlotte, NC

Purpose: 2016 NOVA Annual Training

ESTIMATED COSTS

TRANSPORTATION:		**AMOUNT**
	Airfare:	$ 640
Additional Airport Expenses		
	Mileage: (57.5 cents per mile)	$
	Taxi/Shuttle:	$
	Parking:	$
Auto Expenses:		
	Private Car:	$
	Rental Car:	$
	State/Agency Car:	$

HOTEL/PER DIEM

Hotel:

_____ days @ $ _____ per day = $ 0

Per diem:

6 days @ $ 46 per day = $ 276

OTHER EXPENSES

Registration/Conference Fee: NOVA registration fee	$ 395
Hotel in Reno 08/19/2016	$
Per Diem 08/19/2016	$ 23
	$
	$

TOTAL COSTS NOT TO EXCEED: $ 1334

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Amendment to Sauers Engineering Professional Services Agreement 2009-044 for engineering services related to the Sierra Brooks Water System Phase 2 project, term extension.

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

BACKGROUND INFORMATION: The project is ongoing. This amendment proposes extension o the term to June 30, 2017.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

AGREEMENT NO. 2016-
(An Amendment to Agreement No 2009-044)

AMENDMENT to AGREEMENT
FOR PROFESSIONAL SERVICES
Engineering Services
Sierra Brooks Water System Improvements Phase 2

The following is an amendment to that certain Agreement No. 2009-044 ("Agreement") with an Effective Date of May 19, 2009, by and between the County of Sierra, a political subdivision of the State of California ("the County") and **Sauers Engineering, Inc.** "Contractor".

1 Provision 2 of the Agreement, pertaining to Term, is hereby amended to extend Termination Date to June 30, 2017.

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

3. This Agreement, with amendments, 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 of the Board	Keith Knibb, Sauers 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:	**TYPE OF AGENDA ITEM:**
August 2, 2016	☐Regular ☐Timed ☐Consent

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

AGENDA ITEM: Resolution declaring 3Com Phone System owned by Health and Human Services as surplus and authorizing disposal in accordance with County Code.

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

BACKGROUND INFORMATION: This system has been removed to accommodate installation of the new phone system. The recommended base bid is $200.00.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF DECLARATION OF SURPLUS EQUIPMENT, ESTABLISHING MINIMUM BID AND APPROVING SALE

RESOLUTION 2016-_____

BE IT RESOLVED THAT:

1. The County owned 3Com Phone System owned by Health and Human Services is hereby declared to be surplus.

2. The minimum bid amount for the phone system is hereby established to be $200.00.

3. The County Director of Transportation, as the County official charged with disposing of surplus items is hereby authorized to dispose of the referenced equipment in accordance with County Code.

ADOPTED by the Board of Supervisors of the County of Sierra on the 2nd day of August 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Resolution approving plans and specifications and authorizing bidding for the Loyalton Landfill Passive Landfill Gas Pilot Study.

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

BACKGROUND INFORMATION: The Central Valley Regional Water Quality Control Board has directed corrective actions to mitigate the impacts of LFG on groundwater quality. The pilot study work plan is the result of this directive and consists of installation of five LFG passive vents along with four LFG monitoring probes within the body of the landfill which will be monitored over the course of one year.

FUNDING SOURCE: SOLID WASTE
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $34,000 Estimate N/A

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF APPROVING
PLANS, SPECIFICATIONS AND
BIDDING DOCUMENTS FOR PERIMETER
PASSIVE LFG VENT PILOT STUDY-LOYALTON LANDFILL

RESOLUTION 2016-_____

Be It Resolved:

1. Plans, Specifications and Bidding Documents for the Passive Landfill Gas Vent Pilot Study-2016, on file at the Sierra County Department of Transportation, are hereby approved.

2. The Director of Transportation is hereby authorized to advertise and solicit bids for the referenced project.

ADOPTED by the Board of Supervisors of the County of Sierra on the 2nd day of August, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

_____
LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Resolution approving plans and specifications and authorizing bidding for the Loyalton Landfill Perimeter Gas Probe Installation Work.

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

BACKGROUND INFORMATION: The perimeter LFG probes, in addition to the acquisition of property adjacent to the landfill which has been completed, is the remaining component of an approved compliance plan to bring the site into compliance with enforcement orders due to soil gas methane concentrations in excess of state regulatory standards (2011).

FUNDING SOURCE: SOLID WASTE
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $35,000 Estimate N/A

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF APPROVING
PLANS, SPECIFICATIONS AND
BIDDING DOCUMENTS FOR PERIMETER
LANDFILL GAS PROBE INSTALLATION

RESOLUTION 2016-_____

Be It Resolved:

1. Plans, Specifications and Bidding Documents for the Perimeter Landfill Gas Probe Installation Project-2016, on file at the Sierra County Department of Transportation, are hereby approved.

2. The Director of Transportation is hereby authorized to advertise and solicit bids for the referenced project.

ADOPTED by the Board of Supervisors of the County of Sierra on the 2nd day of August, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

_____
LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Governing Body Resolution naming authorizing agents for Sierra County for the Emergency Management Performance Grant (EMPG)

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

BACKGROUND INFORMATION: This is a routine action required by the State of California for application for Emergency Management Preparedness Grants. This will be for a period of three years.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF APPROVAL OF THE
GOVERNING BODY RESOLUTION FOR THE
EMERGENCY MANAGEMENT PERFORMANCE GRANT

RESOLUTION 2016-
GOVERNING BODY RESOLUTION

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA THAT the

Director of Emergency Services

OR

Emergency Service Coordinator

Is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subgranted through the State of California.

ADOPTED by the Board of Supervisors of the County of Sierra on the 2nd day of August, 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
LEE ADAMS, CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM

_____
DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Governing Body Resolution naming authorizing agents for Sierra County for the Homeland Security Grant Program (SHSG)

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

BACKGROUND INFORMATION: This request is for authorizing signatures as required by the State of California for application for the Homeland Security Grant. This will be for a period of three years.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF APPROVAL OF THE GOVERNING BODY RESOLUTION FOR HOMELAND SECURITY GRANT

RESOLUTION 2016-_____

GOVERNING BODY RESOLUTION

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA THAT the

Director of Emergency Services

OR

Emergency Services Coordinator

Is hereby authorized to execute for and on behalf of the named application, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subgranted through the State of California.

ADOPTED by the Board of Supervisors of the County of Sierra on the 2nd day of August, 2016, by the following vote:

AYES: **Supervisors**
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Agreement for Indemnification and Reimbursement for Extraordinary Costs for Gerald & JoAnn Flavin, Applicants, and Robbie and Dianna Thingelstad Landowners: Consideration of a Special Use Permit to allow the placement of a manufactured home outside the allowable 150 feet distance from the primary residence in the Residential Rural 1.5 zoning district. The project site, identified as APN 023-080-027, is located at 155 Trelease Lane, Verdi, CA.

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

AGREEMENT FOR INDEMNIFICATION AND REIMBURSEMENT FOR EXTRAORDINARY COSTS

("The Agreement")

SHADED AREAS FOR OFFICE USE ONLY

Gerald + JoAnn Flavin ("APPLICANT") and Robbie + Dianna Thingelstad ("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:

Special Use Permit

(APN) 023-080-027

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

Gerald Flavin JoAnn Flavin

(Signature)

Gerald Flavin / JoAnn Flavin

(Type or print name)

LANDOWNER

Dianna Thingelstad

(Signature)

Robbie Thingelstad / Dianna Thingelstad

(Type or print name)

COUNTY

_____

Lee Adams, Chairman
Sierra County Board of Supervisors

APPROVED AS TO FORM:

_____

David Prentice
County Counsel

ATTEST:

_____

Heather Foster
Clerk of the Board

CONDITIONS FOR CHARGING
EXTRA COSTS
EXHIBIT "A"

A.1 BACKGROUND

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

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

A.2 NOTICE OF EXTRAORDINARY EVENT AND REQUEST FOR DEPOSIT

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

A.3 SUBMISSION OF DEPOSIT

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

A.4 RIGHT OF WITHDRAWAL

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

A.5 OBLIGATION AFTER DEPOSIT

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

A.6 FURTHER TERMS AND CONDITIONS

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

A.7 EXTRAORDINARY COST SCHEDULE

Extraordinary Costs include:

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

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

TERMS
EXHIBIT "B"

B.1 DEPOSIT.

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

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

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

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

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

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

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

B.2 OBLIGATION FOR COSTS.

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

B.3 PROJECT ACCOUNTING.

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

B.4 LEGAL DEFENSE.

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

B.5 INDEMNIFICATION.

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

GENERAL PROVISIONS
EXHIBIT "C"

C.1 INTERPRETATION AND ENFORCEMENT.

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

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

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

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

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

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

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

> **C.1.7.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
>
> **C.1.7.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE AND SUPPLEMENTAL TERMS
Exhibit "D"

D.1 NOTICES.

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

If to "COUNTY":	If to "APPLICANT":	
	APPLICANT:	LANDOWNER:
Chairman, Board of Supervisors	_____	_____
County of Sierra	_____	_____
Post Office Drawer D	_____	_____
Downieville, California 95936	_____	_____
With a copy to:	With a copy to:	
County Counsel	_____	_____
County of Sierra	_____	_____
Post Office Drawer D	_____	_____
Downieville, CA 95936	_____	_____

D.2 SUPPLEMENTAL TERMS.

none

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

MEETING DATE: August 2, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Amended and restated Joint Powers Agreement for Nevada-Sierra Counties connecting point public authority.

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

BACKGROUND INFORMATION: Nevada and Sierra Counties have been jointly managing the Public Authority which employees the home healthcare workers in both counties. The Agreement is a continuation of an ongoing practice.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

AMENDED AND RESTATED JOINT POWERS AGREEMENT CREATING THE NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT ("Agreement") is executed in the State of California by and between the COUNTY OF NEVADA ("Nevada") and COUNTY OF SIERRA ("Sierra"), (collectively, the "Parties") under the laws of the State of California. This Agreement supersedes and repeals the Joint Powers Agreement creating the "Nevada-Sierra Regional In-Home Supportive Services (IHSS) Public Authority and Governing Board," dated May 23, 2002 ("Original Agreement"), and subsequent amendments thereto, as set forth below.

RECITALS

WHEREAS, pursuant to the provisions of Article 7, Chapter 3, Part 3 of Division 9 of the California Welfare and Institutions Code (Sections 12300 et. seq.) each county in the state is required to designate an entity or body to serve as the employer of record for purposes specified in the law, for providers of In Home Supportive Services (IHSS); and

WHEREAS, pursuant to the provisions of Welfare and Institutions Code Section 12302.25, counties are entitled to establish regional agreements as a means of complying with the requirements for designation of an employer of record under provisions of the IHSS law; and

WHEREAS, pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code 9 (Section 6500 et seq.), two or more public agencies may, by agreement, form a Joint Powers Agency to exercise those powers and functions that are common to the contracting parties; and

WHEREAS, it is the desire and intent of the parties to establish a regional public authority which will serve as the employer of record for the IHSS providers within Nevada and Sierra Counties; and

WHEREAS, the County of Nevada has heretofore adopted Ordinance No. 2082, establishing the Nevada County In-Home Supportive Services Public Authority, as the employer of record for the IHSS providers; and

WHEREAS, the County of Nevada has adopted Ordinance No. 2112 amending Ordinance No. 2082 to include Sierra County within the jurisdiction of the Public Authority and re-designating the Public Authority as a regional public authority to be known as the Nevada – Sierra Regional In-Home Supportive Services Public Authority; and

WHEREAS, the County of Sierra has adopted Ordinance No. 940, establishing and designating the Nevada Sierra Regional In-Home Supportive Services Public Authority, as the employer of record for the IHSS providers; and

WHEREAS, on January 24, 2006, the Board of Supervisors of the County of Nevada passed and adopted Resolution No. 06-43 amending Resolution No. 03-112, approving an amendment to the Agreement, which amendment made changes to the Agreement while restating significant portions of the Agreement in its entirety; and

WHEREAS, the Parties wish to amend the Agreement to expand the scope of community programs and services provided by the Authority, including the provision of social services to eligible participants, and to rename the Public Authority as the "Nevada-Sierra Connecting Point Public Authority," also known informally as "Connecting Point."

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

"Agreement" means this Joint Exercise of Powers Agreement, as the name now exists or as it may from time to time be amended by any supplemental agreement entered into pursuant to the provisions hereof.

"Authority" shall mean the Nevada-Sierra Connecting Point Public Authority, a Joint Powers Agency hereby established and created by the Agreement.

"Social Services" shall mean services that include but are not limited to assisting eligible customers find and secure employment and become financially self-supporting, as well as the provision of resource and referral information and services to assist individuals connect to community programs and services through various mediums, including but not limited to confidential phone service and online databases.

"Governing Board" or **"Board"** shall mean the governing body of the Authority.

"Fiscal Year" shall mean the period of twelve (12) months commencing on July 1st of any year.

"Government Code" shall mean the California Government Code.

"Joint Powers Law" or the **"Act"** shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"In-Home Supportive Services" (IHSS) shall mean the services and duties required under Welfare and Institutions Code Sections 12300 et. seq.

"Program" shall mean any service or lawful activity of the Authority.

ARTICLE 2
PURPOSES

This Agreement is entered into by the Parties in order that they may jointly comply with the requirements of the IHSS laws, including maintaining a bi-county public authority as the employer of record for the IHSS providers, facilitating the services as required by the IHSS law, and providing other social services to eligible recipients.

ARTICLE 3
TERM

This Agreement shall be effective upon adoption by the Board of Supervisors of the two counties. This Agreement shall remain in full force and effect until it is terminated by the consent of the parties hereto and upon the proper discharge of all legal obligations incurred or undertaken by the Authority.

Either party may terminate this Agreement by providing notice of the termination; which shall then be effective beginning July 1st of the following (fiscal) year, provided however, that notice of termination shall be given no less than nine (9) months before the effective date of the proposed date of termination, unless with mutual written agreement with all counties.

ARTICLE 4
CREATION OF THE AUTHORITY

Pursuant to the provisions of Welfare and Institutions Code Sections 12300 et. seq. the County of Nevada has adopted Ordinance No. 2112 providing for the inclusion of the County of Sierra within the jurisdiction of the Public Authority heretofore established by Nevada County Ordinance No. 2112 and re-designating the Public Authority as a regional public authority to be known as the Nevada – Sierra Regional In-Home Supportive Services Public Authority. The County of Sierra has adopted Ordinance No. 940 establishing the regional public authority as the Public Authority for Sierra County. It is the intent of the parties to this Agreement that the renamed Nevada-Sierra Connecting Point Public Authority also be deemed established pursuant to the joint powers laws of the State of California (Government Code Sections 6500 et. seq.). The Nevada-Sierra Connecting Point Public Authority **(**the **"**Authority**")** shall be and is hereby designated as a public entity separate and apart from the parties hereto with such powers as are hereinafter set forth.

Upon the execution of this Agreement, the Director of the Nevada County Department of Social Services shall file this Agreement and the aforesaid ordinances of Nevada and Sierra counties with the Secretary of State's Office in order to comply with applicable provisions of State law and to complete all legal proceedings necessary to bring the Authority into existence in Nevada and Sierra counties.

ARTICLE 5
INSURANCE AND LIMITATION OF LIABILITY

A. To the full extent permitted under State law, and specifically pursuant to the provisions of Government Code Section 6508.1, the debts, liabilities, and obligations, including employer–employee benefits and liabilities, of the Authority shall be its own and shall not be or constitute debts, liabilities and obligations of any of the member counties.

B. The Authority shall procure and maintain policies of general liability appropriate for the conduct of its business which insurance shall include provisions for coverage for the officers and directors of the Authority. All policies of insurance shall name the member counties as co-insureds.

ARTICLE 6
FUNDING OF THE PUBLIC AUTHORITY

A. In Home Supportive Services

In establishing the Authority, the Boards of Supervisors recognize that the funding of IHSS is the product of a complex relationship of Federal, State, and County financing, and that the ability of the Public Authority to operate and to negotiate the wages and benefits of the providers of IHSS is contingent upon the availability of adequate funding. Nothing in this Article is intended to require the member counties to appropriate or to transfer any funds for the operation of the Public Authority or for the payment of wages or benefits for In-Home Supportive Services personnel, except as expressly provided in an agreement between the Public Authority and the member counties, and the funds necessary to fund any obligation of the member counties has been appropriately provided for in the respective County's annual budget or in an amendment to such annual budget.

1. The total of all administrative costs, wages, and benefits proposed or established by the Public Authority shall not exceed the funding provided by the Federal, State and County allocations and shall not obligate the Public Authority to make any payments in excess of the funds appropriated to the Public Authority from such sources. No action by the Public Authority shall obligate the member counties to allocate funding in excess of the amounts expressly provided for in the collective annual budgets as adopted by the member counties. The Public Authority shall not establish a payment rate, including costs of wages, benefits, and operation until the Public Authority determines that the funds necessary for the payment rate are legally available.

2. The establishment and operation of the Public Authority or application of Government Code Section 3500 et seq. shall not result in payments from the general fund of the member counties beyond the amounts provided for in their respective annual budget, as amended from time to time.

3. The Public Authority shall utilize all available start-up funds pursuant to Welfare and Institutions Code Section 14132.95 and shall seek to maximize the benefit of any

available new or increased non-county matching Federal or State funds or other available grant or foundation funds.

4. The Public Authority shall provide the member counties with the expenditure information necessary for the respective counties to report to the California Department of Social Services in order to receive reimbursement for the State and Federal share of the Authority costs.

5. The Public Authority shall assist the member counties in developing and submitting the information and documentation necessary to obtain approval from the California Department of Social Services for the Public Authority's reimbursement rate and any rate adjustment.

6. The County of Nevada shall act as the fiscal agent for the Public Authority. The California Department of Social Services (CDSS) requests that the County of Nevada submit quarterly billings on behalf of the member counties (CDSS form SOC 448 submittal). The member counties shall submit appropriate billing information to the County of Nevada's Adult and Family Services Department by the 15th day of the month following the close of each quarter.

7. To cover the Public Authority's expenses and cash flow, the member counties shall advance the Public Authority funds on a quarterly basis based on the Public Authority's annual budget. Reconciliation between advances and actual expenses for quarters 1 and 2 will be made in quarters 3 and 4 respectively with a final reconciliation at the end of the fiscal year for quarters 3 and 4. Any reconciling adjustments will be reflected in the following fiscal year.

8. Payment for all services provided pursuant to this Article is contingent upon the appropriation of County, State and Federal funds for the purpose of providing IHSS.

9. Annually, the member counties shall provide funding to the Public Authority as follows:
    a. The cost of the administration of the Public Authority shall be paid for from the funds provided to the Public Authority from the State and Federal funds that are annually allocated to the IHSS program. Additional funding shall be provided by the member counties as matching funds. The annual allocation of the administration expenses of the Authority shall be adjusted quarterly based on each county's percentage of IHSS hours worked in the previous quarter. A year-end adjustment will be made and each county's total contribution will be reconciled.

    In the event that other counties request membership in the regional Public Authority, or in the event of unanticipated caseload shifts in any member county, this sharing formula may be revised as agreed by the member counties.

    Said funding allocation shall be applicable only as to the administrative

expenses of the Public Authority and shall not apply to the funding for payment to the IHSS workers/providers. Funding for payment to the IHSS workers/providers shall be assessed to the member counties based on the direct allocation of the actual wages, benefits and associated expenses paid for services rendered within the respective jurisdictions of the member counties.

10. In recognition of the multi-county jurisdiction of the Public Authority, the Governing Board may, but shall not be required to, establish wages and benefits for IHSS providers based on such geographical, jurisdictional or other basis as the Board may deem appropriate, based on the funding available for such purposes**.** Prior to establishing wages and benefits on a geographical, jurisdictional or other basis, the Public Authority shall consult with the board of supervisors of the affected county or counties as well as with any county that contracts for services with the Public Authority.

B. Social Services

Funding for the Authority's provision of social services shall be based entirely on contractual agreements entered by and between the Public Authority and the entity for which the programs and services are to be provided, and shall be funded solely by the contracting entity, and shall not include funds designated for IHSS programs and/or services.

ARTICLE 7
POWERS AND FUNCTIONS OF THE PUBLIC AUTHORITY

A. The Public Authority shall have all of the powers common to the counties in California and all additional powers set forth in the joint powers law of the State of California and is hereby expressly authorized to do all acts necessary for the exercise of said powers. All such powers, whether common to the parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers that are specifically prohibited to the Authority by applicable law. Pursuant to Government Code section 6509, the Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the County Members.

In accordance with the provisions of Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers as are established by law for general law counties.

B. Powers of the Governing Board:

1. The Board shall exercise all powers and conduct all business of the Public Authority, unless otherwise expressly provided by law;

2. The Board shall act as the policy making body of the Authority;

3. The Board shall annually adopt a budget of the Public Authority in compliance with state law;

4. The Board shall approve the execution of each contract or agreement to be entered into in the name of the Public Authority.

5. The Board shall prepare, review and update a strategic or other long-term plan for the Authority, establish priorities for projects and funding applications, make progress reports to applicable federal, state and local agencies related to Authority business, and make such other reports as may be required or appropriate;

6. The Board shall appoint or hire staff or contract with such entities or individuals as the Board deems necessary to carry out the Authority's functions and purposes;

7. To incur debts, liabilities, and obligations;

8. To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;

9. To sue and be sued in its own name, and to settle any claim against it;

10. To receive and use contributions and advances from member counties as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property;

11. The Board shall have such other powers and duties reasonably necessary to carry out the purposes of the Public Authority.

C. The Public Authority shall be the employer of record for collective bargaining purposes for the IHSS providers and shall comply with the provisions of the IHSS law pertaining to such employees. In addition the Public Authority shall carry out the following functions to implement the goals and objectives of Welfare and Institutions Code Section 12301.6, including, but not limited to:

1. The provision of assistance to recipients in finding In-Home Supportive Services personnel through the establishment of an Independent Provider registry;

2. The investigation of the qualifications and background of potential In-Home Supportive Services Independent Providers;

3. The establishment of a referral system under which In-Home Supportive Services personnel shall be referred to recipients;

4. The provision for training for providers and recipients;

5. The performance of any other functions related to the delivery of In-Home Supportive Services including that within 30 days of commencement of the operation of the Public Authority, the governing board shall develop a written

process to address consumer complaints regarding Public Authority services;

6. The assurance that the requirements of the personal care option pursuant to Subchapter 19, commencing with Section 1396, of Chapter 7 of Title 42 of the United States Code are met;

7. The adoption of rules and regulations for the administration of the Public Authority consistent with the provisions of this Article; and

8. The exercise of all powers, duties and functions as are prescribed by statute, ordinance of the Board of Supervisors and the Public Authority.

The following IHSS functions are expressly reserved to and shall be the sole responsibility of member counties within their respective jurisdictions

1. The Public Authority shall not be obligated to provide training directly, to pay for training provided privately or in the community, to pay for the providers' time spent in training, to accompany recipients to training, to pay for transportation to training or to pay for any materials required by the training. The Public Authority shall not be obligated to ensure that any provider or recipient attend or complete any training.

2. The Public Authority shall not be responsible for authorizing services for an IHSS recipient;

3. The Public Authority shall not be responsible for determining a recipient's need for IHSS, the level and quality of services required, and the eligibility of individuals to be served.

4. The Public Authority shall not be responsible for conducting the initial or any subsequent assessment of need for services.

5. The Public Authority shall not be responsible for terminating the recipient's participation in the IHSS program.

D. The Public Authority shall have the power to enter into agreements to be the contractual provider of social services to eligible customers.

ARTICLE 8
GOVERNING BOARD

The Nevada-Sierra Connecting Point Public Authority Governing Board shall govern the Public Authority. Initial membership on the Public Authority Governing Board shall be as follows:

A. Appointment by the Board of Supervisors The Governing Board of the Nevada-Sierra Connecting Point Public Authority shall be composed of a maximum of eleven (11) members

appointed by the Board of Supervisors of the two counties, as follows: Nevada County shall appoint 9 board members and Sierra County shall appoint one (1) member. Sierra County may appoint a second member, provided, however, if the seat for the Sierra County's second member remains vacant for more than sixty (60) days, the Sierra County Board of Supervisors shall appoint a member recommended by the JPA Board to serve the remainder of unexpired term of the vacant seat.

The Boards of Supervisors shall solicit recommendations for appointment of qualified members through a fair and open process, including reasonable written notice to, and affording reasonable response time from, members of the general public and interested persons and organizations. No fewer than 50 percent, or six individuals, of the membership shall be individuals who are consumers (current or past recipient of personal assistant services). The Board of Supervisors of the respective counties shall have sole authority to remove governing body members appointed from their counties, who may be removed at the will and pleasure of the Board of Supervisors.

B. Representative Capacity For purposes of Government Code Section 87103 and 2 Cal. Code of Regulations 18703.3, the persons appointed to the Public Authority Governing Board are appointed to represent and further the interests of the specific economic interest which an individual member is appointed to represent and each such person therefore does not have financial interests in decisions of the Public Authority that will have a material financial effect on such person or a member of his or her immediate family, distinguishable from its effects on the public generally.

C. Terms of and Limits on Service The initial board members shall be appointed for periods with staggered terms, as follows:

Three (3) members for one (1) year terms (two from Nevada, and one Sierra);
Four (4) members for two (2) year terms; (two from Nevada and one from Sierra);
Four (4) members for three (3) year terms. (from Nevada)

The respective Boards of Supervisors shall specify the term at the time of the initial appointments.

After the initial terms end, all terms shall be three-years.

D. Residency Qualified appointees must reside in their respective counties and have familiarity with, or knowledge of, personal assistance services, the capacity to understand their role to aid and assist the Public Authority in the administration of its duties; and the ability to attend regularly scheduled meetings, which shall occur only in facilities, which meet disability access requirements. Within the first ninety (90) days of being seated, the member of the Public Authority Board shall receive orientation and training regarding the functions and duties of the Public Authority, current issues related to delivery of IHSS, and the responsibilities of the Public Authority Governing Board. Each subsequent new member shall receive similar orientation and training from Public Authority staff within sixty (60) days of appointment.

ARTICLE A9
MEETINGS OF THE GOVERNING BOARD

A. Initial Meeting: No later than forty five (45) days following the effective date of this Agreement the initial meeting of the Governing Board for the Public Authority, as reconstituted to include Sierra County, shall be called and convened. For the purpose of calling such meeting, the Public Authority shall prepare the initial agenda for the Governing Board and shall call and post such notices as are required under the Brown Act.

B. Regular Meetings: Unless otherwise provided for by resolution adopted by the Public Authority Governing Board, regular meetings of the Governing Board shall be held on the fourth Friday of each month at 1:00 P.M., at such sites as may be established and published by the Governing Board.

C. Minutes and Records: The Clerk of the Public Authority Governing Board shall provide for the keeping of minutes of regular and special meetings of the Board and shall provide a copy of the minutes to each member of the Board at the next scheduled meeting.

D. Brown Act: All meetings of the Board shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950, et seq.

E. Place of Business: The principal office for the transaction of the business shall be 466 Brunswick Road, Grass Valley, California.

ARTICLE 10
OFFICERS

The Governing Board shall elect from its membership a Chair, Vice Chair and Secretary/Treasurer of the Board, to serve for one-year terms. The Chair, or in his or her absence, the Vice Chair, shall preside at and conduct all meetings of the Board.

A. The Secretary/Treasurer of the Public Authority, or his/her designee, shall serve as Clerk of the Authority's Board and shall perform all functions of the Secretary to the Authority Board.

B. The Nevada County Auditor/Controller is designated as the Auditor of the Public Authority. The Auditor shall do all the following.

(1) Receive and receipt all money of the Public Authority and place it in the treasury of the County of Nevada so designated to the credit of the Authority;

(2) Pay when due out of money of the Public Authority any and all sums due from the Public Authority only on those claims audited and approved by the Public Authority on warrants of the Auditor of the Public Authority;

C. The Nevada County Treasurer/Tax Collector is designated as the Treasurer of the Authority. The Treasurer shall do all of the following:

(1) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all agency or entity money so held by him or her.

(2) Pay any other sums due from the agency or entity from agency or entity money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or who has been designated by the agreement.

D. The cost associated with the discharge of these duties by the Nevada County Auditor/Controller, the Nevada County Treasurer/Tax Collector, the Nevada County Clerk of the Board of Supervisors and any other Nevada County officer or employee shall be reimbursed to Nevada County as expenses of the Public Authority.

E. The Nevada County Auditor/Controller and Nevada County Treasurer/Tax Collector shall serve as ex-officio officers to the Public Authority without additional compensation and shall serve under the official (fidelity) bonds in place as officers for the County of Nevada.

ARTICLE 11
STAFF

A. Unless otherwise provided for by the Public Authority's Board of Directors, the staff of the Nevada County Department of Social Services shall assist the staff of the Public Authority.

B. The Governing Board shall hire an Executive Director of the Public Authority who shall conduct the daily operations and business of the Public Authority, subject to such lawful directions as the full Board of the Public Authority may from time to time give to the Executive Director. The Executive Director of the Public Authority shall not be removed or reassigned except upon the majority vote of the full Nevada-Sierra Connecting Point Public Authority Governing Board.

C. All direct and indirect cost associated with the discharge of these duties by the Nevada County Department of Social Services and any other Nevada County department, officer and/or employee shall be reimbursed to Nevada County as expenses of the Public Authority.

ARTICLE 12
ACCOUNTS AND RECORDS

A. Annual Budget: The Public Authority shall annually adopt an operating budget pursuant to the requirements of state law.

B. Funds and Accounts: The Public Authority shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Nevada-Sierra Connecting Point Public Authority Governing Board and in keeping with the requirements of the federal and/or state government. So long as the state may require same, separate accounts shall be maintained for the services and programs provided in the participating counties. Books and records of the Public Authority shall be open to inspection at all reasonable times by authorized representatives of member counties. The Public Authority shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505. The Public Authority may contract with the Auditor of the Public Authority for additional accounting services, as needed, except for the payroll of Public Authority employees.

C. Annual Audit: Pursuant to Government Code Section 6505, the Public Authority shall either make or contract with a certified public accountant to make an annual fiscal audit of all accounts and records of the Public Authority, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with the county auditor of each member County within twelve (12) months of the end of the fiscal year under examination. Costs of the audit shall be considered a general expense of the Public Authority (Government Code 26909)

ARTICLE 13
RESPONSIBILITIES FOR FUNDS AND PROPERTY

A. Pursuant to Government Code Section 6505.1, the Executive Director of the Public Authority, and such other persons as the Governing Board may designate, shall have charge of, handle, and have access to the property of the Public Authority; provided however that the funds of the Public Authority shall be deposited with the Nevada County Treasurer/Tax Collector.

B. The Public Authority shall secure and pay for a fidelity bond or bonds in an amount or amounts and in the form specified by the Governing Board covering all officers and staff of the Public Authority and all officers and staff who are authorized to have charge of, handle, and have access to property of the Public Authority.

ARTICLE 14
AUTHORITY PROCEDURES

Unless and until otherwise established by the Public Authority Governing Board, all ordinances, regulations and policies established by the County of Nevada pertaining to the manner of conducting County business, including but not limited to public contracting and the purchase of supplies and materials by the purchasing agent of the County, shall be deemed to apply to the Public Authority unless the context requires otherwise.

ARTICLE 15
TERMINATION AND DISTRIBUTION OF ASSETS

A. In the event that this Agreement is terminated pursuant to the provisions of Article 3, the Public Authority shall remain in existence following the notice or agreement for termination, until the Public Authority has fully and properly discharge of all of its legal obligations. Any such termination of this Agreement and the existence of the Public Authority shall occur only at the end of a fiscal year, as adopted by the Public Authority; provided however, that the service and program responsibility may be terminated by the Public Authority and assumed by the counties at a mutually convenient time and the Public Authority shall remain in existence until all of its legal and fiscal matters and obligations are fully discharged.

B. Upon cessation of all programs and services provided by the Public Authority and the completion of all contractual or other legal commitments entered into by the Public Authority, the property and other assets (if any) of the Public Authority shall be disposed of as follows, unless the disposition is otherwise controlled by applicable provisions of federal and/or state law:

(1) First, all real or personal property given, loaned, or otherwise provided to the Authority by a member county shall be returned to such county without further consideration.

(2) Next, any remaining property or assets of the Authority shall be appraised and offered to a member county who may wish to acquire same for the appraised value. Any property not disposed of through the purchase by a member county shall be sold in accordance with the provisions of State law that govern the disposition of surplus property by a county.

(3) Lastly, any remaining cash shall then be distributed to the member counties in proportion to the ratio of their total payments, if any, to the Public Authority for any purpose for the preceding five years, and if no payments have been made, then by the ratio of the caseload in their respective counties.

ARTICLE 16
LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS AND EMPLOYEES

A. The members of the Board of Directors, all officers, employees, and legal advisors of the Public Authority shall not be liable for any error in the exercise of their judgment and/or discretion or for any action or omission of their part, if in the performance of their duties and function on behalf of the Public Authority they use ordinary care and diligence.

B. Pursuant to the provisions of the California Tort Claims Act (Government Code Section 810 et seq.), the Public Authority shall be required to indemnify, defend and hold harmless each and every director, officer and employee of the Public Authority

(including, but not limited to, staff from any member county that performs any service or function or provides any advice to the Public Authority on Public Authority business), from all claims, demands and lawsuits that may be filed against any such person stemming from the activities of the person in the course and scope of their employment and/or service on behalf of the Public Authority.

ARTICLE17
AMENDMENTS

This Agreement may only be amended, in writing, by the adoption of a Resolution by the Board of Supervisors of each of the member counties.

ARTICLE 18
MISCELLANEOUS

A. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

B. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

C. Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

D. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.

Approved on this _____ day of _____, 2016, by the Nevada County Board of Supervisors.

By _____
, Chairperson

Attest:

Approved on this _____ day of _____, 2016, by the Sierra County Board of Supervisors.

By _____
, Chairperson

Attest:

STATE CAPITOL
ROOM 205
SACRAMENTO, CA 95814
TEL (916) 651-4024
FAX (916) 651-4924

DISTRICT OFFICE
1808 W. SUNSET BLVD.
LOS ANGELES, CA 90026
TEL (213) 483-9300
FAX (213) 483-9305

STANDING COMMITTEE
SENATE RULES
CHAIR

SENATOR KEVIN DE LEÓN

PRESIDENT PRO TEMPORE

July 13, 2016

Honorable Lee Adams
Chair, Board of Supervisors
County of Sierra
P.O. Box 1
Downieville, CA 95936

Dear Supervisor Adams:

I write to inform you about major efforts the California Legislature is taking to combat homelessness and to call your attention to new programs that are targeted to assist counties implement these initiatives.

As you know, more than 100,000 Californians are homeless on any given day. Homelessness is not limited to big cities in California. It affects the whole community, not just those experiencing instability from their lack of housing.

California has more than one-third of the nation's chronically homeless – those with mental illness or significant other problems. Of the 28,000 chronically homeless in the state, nearly 85 percent are unsheltered, and absorbing the greatest amount of taxpayers' resources. The public costs can often top $100,000 annually per person for emergency room visits, hospital stays, law enforcement and other social services.

In response to these challenges, a bipartisan coalition of members of the California Senate launched a major initiative in January—called "No Place Like Home"—to combat homelessness. We were proud to have the assistance and guidance of the California State Association of Counties as we crafted this initiative.

I am happy to report to you that the California Legislature and Governor have approved the provisions of the No Place Like Home initiative as part of California's 2016-17 state budget.

The landmark bipartisan legislative package will provide $2 billion for the housing and treatment of mentally ill Californians who are homeless.

The No Place Like Home Program will be administered by the California Department of Housing and Community Development (HCD) to further the development of permanent supportive housing for persons who are in need of mental health services and are homeless, chronically homeless or at risk of homelessness. The program will be financed through a $2 billion dollar bond secured by a portion of future Proposition 63, the Mental Health Services Act of 2004, mental health revenues.

Funding will be available to counties, by application, and funding will be available to all counties that wish to participate. An Advisory Committee will assist HCD to implement the program, and the committee will include three county representatives, to be appointed by the Governor. HCD is also directed to consult with CSAC and other stakeholders to develop the program.

The No Place Like Home Program supports a "housing first" strategy, guided by the core belief that no individual or family in California should ever experience the uncertainty and pain of living without a home. Many homeless advocates and social service experts prefer this approach which has been used successfully in other states because it provides safe, secure housing that creates an environment that allows for wrap-around services, such as mental health treatment to take hold.

We anticipate more information about the program will be distributed by HCD later this year.

In addition to the $2 billion bond, our recently enacted state budget also includes $150 million for major funding initiatives to combat homelessness:

- *Supplemental Security Income Program (SSI/SSP) outreach*, to increase participation among homeless persons with disabilities who may be eligible for disability benefits programs.

- *Emergency Solutions Grants,* for activities eligible under the Federal Emergency Solutions Grant Program, which your department administers, including rapidly rehousing individuals and families, preventing families and individuals from becoming homeless, engaging homeless individuals and families living on the street, and operating homeless shelters and providing essential services to shelter residents.

- *CalWORKS Housing Support Program*, to provide assistance to eligible families who are homeless or at risk of homelessness.

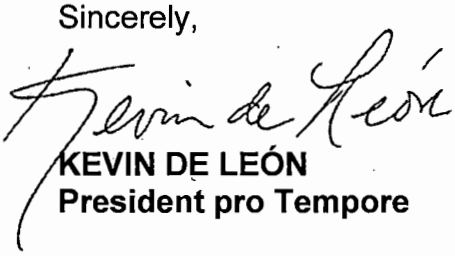
- *CalWORKS Homeless Assistance*, to reflect elimination of the once-in-a-lifetime restriction on receipt of temporary and permanent homeless assistance and instead making this assistance available once every 12 months.

- *"Bringing Families Home,"* to establish a county matching grant program to reduce homelessness among families who are part of the child welfare system.

I urge you to closely follow the implementation of the $2 billion homeless housing bond and these other programs, and to begin laying the groundwork to apply for the state funding.

I recognize that the problem of homelessness really has to be solved by *local government officials,* and the California Senate and our state government colleagues looks forward to partnering with you in these efforts.

Sincerely,



KEVIN DE LEÓN
President pro Tempore

KDL:lc

Stampede Safety of Dams Modification Project

Background: Reclamation is raising Stampede Dam and dike structures by 11.5 feet to address dam safety concerns related to large flood events. In addition, two small dikes will be constructed near the south end of the reservoir to fill low-lying areas of the reservoir rim. The spillway crest structure will be reconstructed to control outflows during large flood events to the current spillway discharge capacity of approximately 3,000 cubic feet per second.

The construction contract for this work was awarded in May 2016 to NW Construction Incorporated (NW) for $21.8 million. Construction activities will begin in 2016 and extend through September 2018.

Current Status: NW will mobilize to Stampede Dam in August 2016 to begin preliminary construction activities. Preliminary construction activities to be completed during 2016 include: improvement and surfacing of the Dog Valley Road detour route (from Hobart Mills to the Stampede Boat Ramp turnoff); timber clearing; construction of two small dikes; and some miscellaneous work to prepare for the 2017 construction season. There will be no road closures in 2016, however some traffic control may be in place for safety purposes. Please look for road guards and signage as you drive through the area.

2017 Outlook: Beginning in April 2017, the eastern section of Dog Valley Road, which crosses the dam and dike, will be closed to allow for construction on the main dam structure. Access to the reservoir will be available using the posted detour routes. A hyperlink to the temporary detour routes which shows the closed section of Dog Valley Road is found at: http://www.usbr.gov/mp/sod/projects/stampede/index.html

The Boat Ramp and Logger Campground will remain open during construction. The Emigrant Group Campground will be closed from April 2017 to October 2017 for construction activities.

Additional Information: The website will be revised periodically with updated information as the construction project progresses.

Please visit: http://www.usbr.gov/mp/sod/projects/stampede/index.html

If you have additional questions related to the project, you may email them to: sha-mpr-StampedeSOD@usbr.gov.

Responses to questions received will be transmitted approximately weekly throughout the construction period. If you would like your email address to be added to a distribution list for periodic project updates, please indicate that in your email to the above address.

RECLAMATION
Managing Water in the West

U.S. Department of the Interior
Bureau of Reclamation

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RECEIVED
JUL 19 2016
BY: