



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](mailto: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](mailto:supervisor2@sierracounty.ca.gov)

**Paul Roen, District 3**

P.O. Box 43 - Calpine, CA - 209-479-2770 - [supervisor3@sierracounty.ca.gov](mailto:supervisor3@sierracounty.ca.gov)

**Jim Beard, District 4**

P.O. Box 1140 - Loyalton, CA 96118 - 530-414-8126 - [jbeard@sierracounty.ca.gov](mailto:jbeard@sierracounty.ca.gov)

**Scott A. Schlefstein, District 5**

P.O. Box 192 - Loyalton, CA 96118 - 530-993-4900 - [supervisor5@sierracounty.ca.gov](mailto:supervisor5@sierracounty.ca.gov)

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on September 20, 2016 in the Loyalton Social Hall, in the Loyalton City Park, Loyalton, CA. This meeting will be recorded for posting on the Board of Supervisors' website at [www.sierracounty.ca.gov](http://www.sierracounty.ca.gov).

**NOTICE**

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

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

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

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

## **REGULAR AGENDA**

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

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

### **2. PUBLIC COMMENT OPPORTUNITY**

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

### **3. COMMITTEE REPORTS & ANNOUNCEMENTS**

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

- RCRC August 17,2016 Board meeting highlights. (CHAIR ADAMS)

Documents:

[BoardMeeting\\_Highlights\\_August\\_17\\_2016Memo\\_FINAL.pdf](#)

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

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

### **5. FOREST SERVICE UPDATE**

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

### **6. ASSESSOR / SOLID WASTE ADMINISTRATOR - LAURA A. MARSHALL**

- 6.A. Approval to fill vacancy of Assessment Technician position.

Documents:

[ROP and Memo Assessment Tech Vacancy.pdf](#)

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

- 7.A. Resolution amending Resolution 2015-097, approving solid waste assessment fees for building permits.

Documents:

[SW Building Permit Fees BOS Packet.pdf](#)

- 7.B. Resolution approving amendment of gate fees to conform with new assessment fee regarding construction and demolition wastes and other special wastes.

Documents:

[SW Gate Fees BOS Packet.pdf](#)

- 7.C. Review and approval of "Real Estate Exchange Agreement" between the State (Fish and Wildlife) and the County to complete a land exchange process that will allow the completion of the Sierra Brooks Water Project.

Documents:

[Real Estate Exchange Agreement.pdf](#)

## **8. BOARD OF SUPERVISORS**

- 8.A. Discussion/direction regarding the California Department of Water Resources 2016/2017 Fiscal Year Statement of State Watermaster Services for Plumas and Sierra Counties for the Middle Fork Feather River service area. (SUPERVISOR ROEN)

Documents:

[Watermaster Services.pdf](#)

- 8.B. Continued discussion/direction regarding response to the 2015/2016 Sierra County Grand Jury Report. (CHAIR ADAMS)

Documents:

[Grand Jury Report.pdf](#)

- 8.C. Discussion/direction regarding proposals for recodification of the Sierra County Code and ongoing ordinance codification and publishing services. (CLERK OF THE BOARD)

Documents:

[Codification Services.pdf](#)

## **9. CLOSED SESSION**

- 9.A. Closed Session pursuant to Government Code 54956.9(a) to discuss the following litigation: Morning Glory Gold Mines, et al v. County, et al, Sierra County Superior Court Case No. 7553.

Documents:

[Closed Session Morning Glory Gold Mines.pdf](#)

- 9.B. Closed Session pursuant to Government Code Section 54957 - performance review regarding Director of Health and Human Services.

Documents:

[Closed Session Performance Review.pdf](#)

#### 10. **TIMED ITEMS**

- 10.A. 11:00 AM APPEAL HEARINGS - NOTICE TO ABATE

- 10.A.i. Continued appeal of Notice to Abate Unlawful Marijuana Cultivation filed by Mr. Jay Cory, APN 004-060-013-0.

Documents:

[Abatement Appeal Cory.pdf](#)

- 10.A.ii. Continued appeal of Notice to Abate Unlawful Marijuana Cultivation filed by Mr. Thomas Moellman, APN 004-190-003-0.

Documents:

[Abatement Appeal Moellman.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. Approval to pay licensing for Cisco Voice Over Internet Protocol (VOIP) phone system. (INFORMATION SYSTEMS)

Documents:

[Cisco phone system.pdf](#)

- 11.B. Resolution authorizing Auditor to make certain changes to the 2016/2017 Final Budget to reflect the Off-Highway Vehicle (OHV) Grant Funding and increase expenditures in the Sheriff's budget. (SHERIFF)

Documents:

[OHV funds.pdf](#)

- 11.C. Amendment to Agreement 2013-115 with MGE Engineering, Inc. extending term and increasing compensation in the amount of \$12,452.05 for construction support services for the construction phase of the Rehabilitation of the North For Yuba River Bridge at Jim Crow Road. (PUBLIC WORKS)

Documents:

[MGE Amend.Item.pdf](#)

- 11.D. Approval of the Memorandum of Understanding between California Health and Wellness and Sierra County Public Health for Coordination of Services. (PUBLIC HEALTH)

Documents:

[CA Health and Wellness MOU.pdf](#)

- 11.E. Agreement for services by the Sierra County Chamber of Commerce for promotion of Sierra County during the 2016-2017 fiscal year. (COUNTY COUNSEL)

Documents:

[Sierra County Chamber.pdf](#)

- 11.F. Resolution declaring the week of October 16-22, 2016, "Freedom from Workplace Bullying Week" in Sierra County. (CHAIR ADAMS)

Documents:

[Workplace Bullying Week.pdf](#)

- 11.G. Minutes from the regular meeting held on June 21, 2016. (CLERK-RECORDER)

Documents:

[06212016 minutes.pdf](#)

## 12. CORRESPONDENCE LOG

- 12.A. Letter from Teddy Holt, property owner in Pike City regarding surrounding properties with many vehicles on one piece of property that have not been moved in years.

Documents:

[Teddy Holt letter.pdf](#)

- 12.B. Letter from Michael Stevenson, Horizon Water and Environment, LLC regarding Notice of Preparation (NOP) for the Medical Cannabis Cultivation Program.

Documents:

[Medical Cannabis Cultivation Program.pdf](#)

**ADJOURN**



**To:** RCRC Board of Directors  
**From:** Greg Norton  
President & CEO  
**Date:** August 22, 2016  
**Re:** RCRC Board Meeting Highlights (August 17, 2016)

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### **President's Report**

RCRC President & CEO Greg Norton and RCRC Economic Development Officer Terrance Rodgers provided an update on RCRC's Rural Economic Development activities. Recent activities include: meeting with Secretary Vilsack's Senior Advisor to discuss the USDA's Water and Waste Water Disposal Loan and Loan Guarantee Program as well as other potential grant resources; working with the Center for International Trade Development and other export specialists to develop an Export Trade Forum Workshop series designed for emerging small to medium-sized businesses in rural California; and, RCRC recently entered into an agreement with Solix, Inc. to provide administrative support for the Federal Rural Healthcare Program which was created to help rural healthcare facilities reduce their telecommunications and broadband service costs.

### **Administrative Matters**

#### RCRC Annual Meeting

RCRC Executive Vice President Patricia Megason provided a summary of RCRC's upcoming Annual Meeting. Held September 28-30 at the Resort at Squaw Creek in Placer County, this year's program will feature experts discussing a wide range of topics of interest to rural counties. For full details, RCRC staff encourages Members to visit the Annual Meeting webpage, accessed [here](#).

**Please note:** lodging accommodations need to be made independently, and rooms are filling up quickly.

### **Governmental Affairs**

#### California Tree Mortality Task Force

RCRC staff provided an update on the activities of the California Tree Mortality Task Force (Task Force), of which RCRC is a member. Led by the Governor's Office, the California Department of Forestry and Fire Protection (CAL FIRE), and the Governor's Office of Emergency Services (CAL OES), the Task Force continues to meet monthly, and established sub-committees meet more frequently as needed. To date, 10 California counties have been formally identified as high hazard counties – Amador, Calaveras, El

Dorado, Madera, Mariposa, Placer, Tuolumne, Tulare, Fresno, and Kern. CAL FIRE continues to work directly with these counties to help deploy equipment, identify potential log deck storage, and provide technical assistance whenever possible. The Task Force also added an additional working group following the July 2016 meeting specifically to address the issue of funding assistance for private landowners in the high hazard areas.

A recently proposed amendment to Assembly Bill 1613 would allocate only \$20 million (of the overall proposed \$50 million) of Cap-and-Trade funding to tree removal and mitigation efforts in rural areas. RCRC staff is watching this closely and will keep the Board informed.

The final 2016-17 State Budget Package includes an additional \$11 million from the General Fund to CAL FIRE for tree mortality mitigation activities. This includes \$6 million in grant funding for county governments, special districts, fire safe councils, and other local entities. RCRC's memo on the Task Force can be accessed [here](#).

#### Proposition 51

Known as the "Kindergarten Through Community College Public Education Facilities Bond Act of 2016," Proposition 51 would provide \$9 billion in bond funding for K-12 and community college facility construction projects. Given the financial difficulties in financing school facilities construction in rural areas, and the importance of access to bond financing in providing a quality education experience in rural school districts, the RCRC Board of Directors voted to support Proposition 51. RCRC's memo on Proposition 51 can be accessed [here](#).

#### Proposition 53

Known as the "No Blank Checks Initiative," Proposition 53 would require statewide voter approval for revenue bonds for projects that meet certain conditions including (1) projects where the total amount of revenue bonds sold exceeds \$2 billion, and (2) projects that would be owned, operated, or managed by the state. Citing various concerns, including lacking a clear definition of a "project," and questioning whether or not local governments would be subject to the conditions put forth in the measure, the RCRC Board of Directors voted to oppose Proposition 53. RCRC's memo on Proposition 53 can be accessed [here](#).

#### Proposition 54

Known as the "California Legislature Transparency Act," Proposition 54 would make a number of reforms to the state legislative process, including prohibiting members of the Legislature from voting on a legislative measure until it has been printed and published online in its final form for at least 72 hours before the vote. The RCRC Board of Directors voted to support Proposition 54, as this same requirement for transparency should be placed upon the Legislature. RCRC's memo on Proposition 54 can be accessed [here](#).

### **Regulatory Committee**

#### Environmental Services Joint Powers Authority Update

RCRC staff provided an update on the activities of the Rural Counties' Environmental Services Joint Powers Authority (ESJPA). Among the topics discussed include mandatory commercial and organics management, Short-Lived Climate Pollutants (SLCP), Beverage Container Recycling Program (Bottle Bill) reform, and the General Industrial Storm Water Permit.

RCRC continues to work with a small coalition from the public and private solid waste industry to express concerns with the Air Resources Board's (ARB) Proposed SLCP Reduction Strategy regarding methane emission reduction from landfills. The proposal to reach 90 percent organics diversion from landfills by 2025 is unrealistic, especially in rural California where the infrastructure needed to process the organics is non-existent.

RCRC staff continues to monitor Bottle Bill reform activities. Operating in a structural deficit for quite some time, the Bottle Bill program has been surviving on repayment of past "loans" to the State General Fund that were given when the fund was flush due to lower recycling rates. With the increase in recycling rates, payments to consumers and the myriad of other programs exceed the fees collected. The Administration is expected to have the California Department of Resources Recycling and Recovery (CalRecycle) spend the month of August conducting research on programs in other states and countries. Discussions on reform led by the Administration and CalRecycle will resume in September 2016.

RCRC's memo on the ESJPA can be accessed [here](#).

### **Water and Natural Resources Committee**

#### **State Water Board Wetlands Policy**

In its pursuit of a new regulatory scheme for a Wetland Area Protection and Dredge and Fill Permitting Policy, the State Water Resources Quality Control Board released their most recent iteration regarding Procedures for Discharges of Dredged or Fill Material to Waters of the State.

Originally scheduled to conclude August 4, 2016, the comment period on the preliminary draft was extended based upon requests from RCRC and others. The modest two-week extension moves the comment deadline to August 18, 2016, and RCRC and CSAC will be providing joint comments.

RCRC's memo on the State Water Board Wetlands Policy can be accessed [here](#).

*Please refer to the Board Packet and Supplemental Packet for further details related to the items above, as well as all items covered during the August 2016 Board of Directors meeting. The August Board Packet can be accessed [here](#).*

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

<b>MEETING DATE:</b> September 20, 2016	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
<b>DEPARTMENT:</b> Assessor <b>APPROVING PARTY:</b> Laura A. Marshall <b>PHONE NUMBER:</b> 530-289-3283	

<b>AGENDA ITEM:</b> Approval to fill vacancy of Assessment Technician position	
<b>SUPPORTIVE DOCUMENTS ATTACHED:</b> <input checked="" type="checkbox"/> Memo <input type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input type="checkbox"/> Other Please refer to attached memo	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b> GENERAL FUND <b>GENERAL FUND IMPACT:</b> No Additional General Fund Impact <b>OTHER FUND:</b> <b>AMOUNT:</b> \$DOQ up to \$40,000 N/A	
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**SPACE BELOW FOR CLERK'S USE**

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

# MEMO

September 12, 2016

To: Sierra County Board of Supervisors  
From: Laura Marshall, Sierra County Assessor  
Re: Approval to fill vacancy

On Monday, September 12, 2016, one of my two assessment technicians retired. The vacant position is responsible for the secured roll—the heaviest workload duties in my office.

The County budget approved by the Board at the September 6, 2016 meeting will meet the funding requirements of the new position.

I am seeking permission to advertise and fill the Assessment Technician position at level I-II, Step C, depending on qualifications.

Assessment Technician I A-C	\$12.9912 ~ \$14.3228
Assessment Technician II A-C	\$14.5115 ~ \$15.9989



**Resolution No. \_\_\_\_\_**  
**(Amendment to Resolution No. 2003-218, 2004-112, 2005-088,**  
**2005-097, 2006-131, 2008-147, 2013-097, 2015-097)**

**BOARD OF SUPERVISORS  
COUNTY OF SIERRA, STATE OF CALIFORNIA**

**AMENDMENT OF SOLID  
WASTE BUILDING PERMIT FEES  
ESTABLISHED BY ORDINANCENO. 942**

**WHEREAS**, The Board of Supervisors adopted Ordinance No. 942 setting the Solid Waste Fee for Building Permits on May 20, 2003; and

**WHEREAS**, said Ordinance provided for the change in the fees based on the annually adopted Solid Waste fee; and

**WHEREAS**: Any construction demolition or waste at a transfer station shall be limited to 2 yards per week for any issued building permit or any non-permitted demolition or construction waste.

**WHEREAS**, the Board of Supervisors has determined that the Solid Waste fee for fiscal year 2016-2017 is \$23.38 per loose (un-compacted) cubic yard;

**WHEREAS**, the Board of Supervisors has determined that the Solid Waste fee shall be in effect until such time as the solid waste fee per loose (un-compacted) cubic yard shall change;

**NOW THEREFORE BE IT RESOLVED** that the Board of Supervisors adopt the following schedule;

	LOOSE CUBIC YARDS GENERATED	COST AT \$23.38 PER LOOSE CUBIC YARD
<b>ACTIVITIES SUBJECT TO COUNTY CONSTRUCTION PERMITS</b>		
<b>Construction of Residence:</b>		
a. Up to 600 square feet	7.5	\$175.35
b. 601 to 1200 square feet	15.0	\$350.70
c. 1201 to 1800 square feet	22.5	\$526.05
d. 1801 to 2400 square feet	30.0	\$701.40
e. 2401 to 3000 square feet	37.5	\$876.75
f. 3001 to 3600 square feet	45.0	\$1052.10
Construction of Modular Homes	3.0	\$70.14
Construction of Garage/Carport	3.0	\$70.14
<b>Construction of Light Commercial:</b>		
a. Up to 600 square feet	7.5	\$175.35
b. 601 to 1200 square feet	15.0	\$350.70
c. 1201 to 1800 square feet	22.5	\$526.05
d. 1801 to 2400 square feet	30.0	\$701.40

e. 2401 to 3000 square feet	37.5	\$876.75
Construction of Multi-Residential	30.0	\$701.40/unit
Construction of Industrial Complex	as per bldg. plans	\$23.38/loose cubic yard
Miscellaneous Construction and or/Demo	as per bldg. plans	\$23.38/loose cubic yard
a. Small Project	.50	\$11.69
b. Extra Small Project	.25	\$5.85
Construction of Building Addition	3.0	\$70.14
Construction of Furnace or		
Air Conditioning/Mechanical Unit	.25	\$5.85
Construction of Miscellaneous Plumbing or Electrical Improvements		
a. Extra Small	.25	\$5.85
b. Small	.50	\$11.69
c. All Other	1.0	\$23.38
Construction of Remodeling:		
a. Extra Small Remodeling Project	.50	\$11.69
b. Small Remodeling Project	1.0	\$23.38
c. All Other Remodeling Projects		
without Demolition	3.0	\$70.14

This cost/fee shall adjust periodically to the fee per loose cubic yard set by the Board of Supervisors pursuant to Section 8.04.420.

**BE IT FURTHER RESOLVED:** a property owner of land for which any building permit has been issued shall receive upon payment of said fees a coupon to be taken to designated disposal stations and shall be required to pay the difference for solid waste above the pre-paid amount of the coupon. Any construction demolition or waste deposited at a transfer station shall be limited to 2 yards per week for any issued building permit or any non-permitted demolition or construction waste.

**BE IT FURTHER RESOLVED:** Contractors/Registered Haulers disposing of waste are assessed an additional handling fee and must pay this additional fee in lieu of mandatory commercial and business waste bin requirements. This additional handling fee is to be paid at the Loyalton Landfill and all Sierra County Transfer Stations.

Contractor/Registered Hauler Waste (Require Solid Waste Hauling Exemption)

Waste from Contractors/Registered Haulers deposited at the Loyalton Landfill and Transfer Stations without Building Permit – \$23.38 + \$2.00 Handling Fee      \$25.38/cu yard

Waste from Contractors/Registered Haulers deposited at the Loyalton Landfill and Transfer Stations with Homeowners Solid Waste Cards + \$2.00 Handling Fee  
Per cu yard      Card + Additional \$2.00/cu yard

Waste from Contractors/Registered Haulers deposited at the Loyalton Landfill and Transfer Stations. (All applicable Fees + \$2.00 Handling Fee per CY)      \$2.00/cu yard

**Exemptions**

8.05.020 Exemptions

Parcels within the following described tax rate areas or which are identified below, are determined to be properties as to which no services are provided and no fee imposed and accordingly exempt from the solid waste system improved solid waste fees levied pursuant to Section 8.05.010:

**REFUSE GENERATION FACTOR**

	IN RESIDENTIAL EQUIVALENT
Tax Rate Area 052-008 North & West of Canyon Creek	0
Tax Rate Area 052-015	0
Tax Rate Area 052-026	0
Tax Rate Area 052-035	0
Tax Rate Area 000-511	0
All real property located East of Township 21 North, Range 17 East Sections 2, 11, 14, 23, 26, 35	
Assessor's Parcel Number 023-070-011-0 (Ord. 1022, eff. 7/15/10, prior 958, 935, 918, 908)	

**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 20th day of September, 2016, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

**COUNTY OF SIERRA**

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**LEE ADAMS**  
**CHAIRMAN, BOARD OF SUPERVISORS**

**ATTEST:**

**APPROVED AS TO FORM:**

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**HEATHER FOSTER**  
**CLERK OF THE BOARD**

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**DAVID PRENTICE**  
**COUNTY COUNSEL**



**BOARD OF SUPERVISORS  
COUNTY OF SIERRA, STATE OF CALIFORNIA**

**GATE FEES FOR CONSTRUCTION  
AND DEMOLITION WASTES  
AND OTHER SPECIAL WASTE ITEMS**

**WHEREAS**, Section 8.05.040 authorizes amendments of fees by resolution and the operative resolution for gate fees and construction wastes is found in County Resolution 2015-097.

**WHEREAS**, the Board of Supervisors has determined that the Solid Waste fee shall be in effect until such time as the solid waste fee per loose (un-compacted) cubic yard shall change;

**WHEREAS**: Any construction demolition or waste at a transfer station shall be limited to 2 yards per week for any issued building permit or any non-permitted demolition or construction waste.

**WHEREAS**: Contractors/Registered Haulers disposing of waste are assessed an additional handling fee and must pay this additional fee in lieu of mandatory commercial and business waste bin requirements. This additional handling fee is to be paid at the Loyalton Landfill and all Sierra County Transfer Stations.

**NOW THEREFORE; BE IS RESOLVED**, the Sierra County Board of Supervisors does hereby rescind County Resolution 2015-097 and adopts the following schedule of fees;

Construction Waste

Waste from construction not requiring building permit	\$23.38/cu yard
Waste from construction demolition not requiring building permit	\$23.38/cu yard

Contractor/Registered Hauler Waste (Require Solid Waste Hauling Exemption)

Waste from Contractors/Registered Haulers deposited at the Loyalton Landfill and Transfer Stations without Building Permit –\$23.38 + \$2.00 Handling Fee	\$25.38/cu yard
Waste from Contractors/Registered Haulers deposited at the Loyalton Landfill and Transfer Stations with Homeowners Solid Waste Cards+ \$2.00 Handling Fee Per cu yard	Card + Additional \$2.00/cu yard
Waste from Contractors/Registered Haulers deposited at the Loyalton Landfill and Transfer Stations. (All applicable Fees + \$2.00 Handling Fee per CY)	\$2.00/cu yard

Other Special Waste Items

Refrigerator or Compressor containing units without Certificate of Freon Removal <u>Accepted only with door removed</u>	\$42.00 ea.
Refrigerator or Compressor containing units Certified Freon Free <u>Accepted only with door removed</u>	\$17.00 ea.
Tires:	
Passenger Tire w/o rim	\$5.00
Passenger Tire with rim	\$10.00
Light Truck Tire w/o rim	\$9.50
Light Truck Tire with rim	\$14.50
Large Truck Tire (Greater than 20")	\$24.00
Large Truck Tire (Greater than 20") with rim	\$29.00

Heavy Equipment Tires:	
Loader, Backhoe, Grader, etc. w/o rim	\$55.00
Loader, Backhoe, Grader, etc. with rim	\$60.00

Vehicles: Accepted at Loyalton Landfill Only, Drained of All Fluids

Standard Vehicle-Light Truck	\$90.00
Large Truck-Heavy Equipment	\$125.00
Travel Trailer	\$65.00
Mobile Home	\$300.00
Camper-Camper Shell	\$31.00

Green Wastes

Stumps (Loyalton Landfill Only)	\$16.00 ea.
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Out of County

Loose Household or Construction Waste @ 4 x \$23.38/cu yard	\$93.52 cu/yard
All Special Waste is Charged @ 4x The In County Rate (See Regular Rates, Non-Residential and Mixed Use Rates)	

Non-Residential and Mixed Use Commercial Businesses

White Goods (Washer, Dryer)	\$16.00 ea.
White Goods with Freon (Freezer, Refrigerator, etc.) <u>Accepted only with door removed</u>	\$42.00 ea.
White Goods without Freon (Freezer, Refrigerator, etc.) (Certification Required) <u>Accepted only with door removed</u>	\$16.00 ea.
Large Appliances (non-white goods, i.e. woodstoves, heaters)	\$17.00 ea.
Mattress/Box Spring (per piece)	\$17.00 ea.
Any Item too large to fit into a 2 yard bin	\$23.38 cu/yard

**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 20th day of September, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**COUNTY OF SIERRA**

\_\_\_\_\_  
**LEE ADAMS**  
**CHAIRMAN, BOARD OF SUPERVISORS**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**HEATHER FOSTER**  
**CLERK OF THE BOARD**

\_\_\_\_\_  
**DAVID PRENTICE**  
**COUNTY COUNSEL**

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

<b>MEETING DATE:</b> September 20, 2016	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
<b>DEPARTMENT:</b> Department of Public Works and Transportation	
<b>APPROVING PARTY:</b> Tim H. Beals	
<b>PHONE NUMBER:</b> 530-289-3201	

**AGENDA ITEM:** Review and approval of "Real Estate Exchange Agreement" between the State (Fish and Wildlife) and the County to complete a land exchange process that will allow the completion of the Sierra Brooks Water Project

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other  
Attached is a marked copy of the agreement with notations in the right margin which represent the final agreement. A clean copy of the final agreement will be dispersed at the BOS meeting.

**BACKGROUND INFORMATION:** Attached

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

<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <input type="checkbox"/> Yes, -- -- <input type="checkbox"/> No	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
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**SPACE BELOW FOR CLERK'S USE**

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

CLERK TO THE BOARD \_\_\_\_\_ DATE \_\_\_\_\_

**Agenda Item:** Review and approval of “Real Estate Exchange Agreement” between the State (Fish and Wildlife) and the County to complete a land exchange process that will allow the completion of the Sierra Brooks Water Project.

**Background:** Attached is a marked copy of the agreement with notations in the right margin which represent the final agreement. A clean copy of the final agreement will be dispersed at the BOS meeting.

The State and the County after 4 plus years has finally resolved issues and is at a point where a formal agreement and an opening of an escrow is now being implemented to complete a land exchange where the County will receive an acre for a well and pump station; a half acre parcel for its existing well in Antelope Creek; and a road and water tank access easement through Fish and Wildlife lands. The State obtains an 8 plus acre parcel of riparian habitat along Smithneck Creek which creates connectivity between two parcels owned by the state in the wildlife area.

The property appraisal was amended and accepted, title documents are in preparation, the Sierra Brooks Property Owners Association has conveyed the title to the parcel being acquired by the State to the County so that the transaction is solely between the County and the State. Maps and legal descriptions are completed for the properties and easements involved.

Attached is the final version of the agreement, approved by the State which has also been sent to the County Counsel for final review.

**Recommendation:** Approve the agreement as presented on September 20, 2016.

REAL ESTATE EXCHANGE AGREEMENT  
AND ESCROW INSTRUCTIONS  
BETWEEN THE  
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
AND  
COUNTY OF SIERRA

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This REAL ESTATE EXCHANGE AGREEMENT AND ESCROW INSTRUCTIONS ("Exchange Agreement"), dated for reference purposes only \_\_\_\_\_, 2016, is entered into by and between THE STATE OF CALIFORNIA, acting by and through the WILDLIFE CONSERVATION BOARD, on behalf of the CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE, hereinafter referred to as State ("State") and the COUNTY OF SIERRA ("County") with respect to the following facts:

**RECITALS**

A. State owns fee title to approximately 1,400± acres of real property known as the Smithneck Creek Wildlife Area (SCWA) located near the town of Loyalton, California in Sierra County. This Exchange Agreement relates to the approximately 4.47± acres of land at SCWA comprised of a 1.5+ acre fee interest area and a 2.97± acre easement area, which is legally described in Exhibit A, attached hereto and incorporated herein by reference ("State Property").

B. County owns fee title to approximately 8.68± acres located adjacent to the SCWA in Sierra County, which is legally described in Exhibit B, attached hereto and incorporated herein by reference ("County Property"). (For purposes of this Exchange Agreement, the County Property and State Property may be referred to individually as "Exchange Property" or collectively as the "Exchange Properties.")

C. The Exchange Properties are situated near the Sierra Brooks Subdivision (SBS), a County permitted housing development with a maximum buildout of 377 homes. The SBS, approved subdivision buildout was recorded in 1970.

E. County desires to exchange County Property for State Property to facilitate completion of the County's Sierra Brooks Water Project which will service the SBS. The State Property provides a location for placement of a water well, pump house, water pipelines, related infrastructure, and access to these facilities.

F. State desires to exchange State Property for County Property to obtain a riparian parcel that is larger and biologically more valuable than the State Property in terms of habitat and diversity of wildlife species present. The exchange of the County Property would create a more contiguous border for the Badenaugh Canyon Unit of the SCWA than currently exists which assists with management of this unit.

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Comment: The Parcel identification numbers don't seem relevant to me so long as we have a legal description for the property being conveyed. *agree*

Deleted: a ✓

Deleted: 1.00± acre portion (Amended Parcel No. 1); 0.50± acre portion (Amended Parcel 3); ✓

Deleted: utility ✓

Deleted: (Amended Parcel 2) located in the Smithneck Creek Wildlife Area (SCWA) ✓

Deleted: real property located in the County of Sierra, California, consisting of ✓

Deleted: on the west, south and east sides and ✓

Deleted: ¶ ✓

¶ C. . Both State and County desire to exchange their respective properties for their mutual benefit. For purposes of this Exchange Agreement, the County Property and State Property may be referred to individually as "Exchange Property" or collectively as the "Exchange Properties." ¶ ✓

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Deleted: part of its ✓

Deleted: that ✓

Deleted: 1969- ✓

Deleted: accommodate SBD's access to municipal water and to ✓

Deleted: the ✓

Deleted: would also increase the contiguous border with the ✓

G. State is authorized to exchange the State Property for the County Property pursuant to Fish and Game Code section 1348 and approval by the Wildlife Conservation Board's ("WCB") voting members, which approval is being sought at WCB's November 2016 public board meeting.

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H. The Sierra County Board of Supervisors authorized the exchange of properties between County and State at its July 19, 2016 meeting ("Board Resolution"). The Board Resolution also authorized the Sierra County Planning Director to execute all documents in connection with the Exchange Properties on behalf of the County, including this Exchange Agreement. A copy of the Board Resolution is attached hereto as Exhibit E.

Comment: Is this date correct? ?

Deleted: Property ✓

NOW, THEREFORE, in consideration of the foregoing Recitals and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, State and County hereby agree to the exchange of the Exchange Properties on the terms and conditions set forth in this Exchange Agreement.

## AGREEMENT

### 1. EXCHANGE OF PROPERTIES

1.1 Mutual Conveyances. State agrees to convey the State Property to County and County agrees to convey the County Property to State on the terms and conditions set forth in this Exchange Agreement.

### 2. CONSIDERATION

#### 2.1 Value of Exchange Properties.

2.1.1 State Property. The parties agree that the value of the State Property is Forty Thousand Eight Hundred Dollars (\$40,800.00) as determined by an appraisal by James A. Hardley, MAI of Hardey/Associates, Inc., dated June 23, 2014 and as updated on March 27, 2015 and May 31, 2016.

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2.1.2 County Property. The parties agree that the value of the County Property is Fifty-Two Thousand Dollars (\$52,000.00) as determined by an appraisal by James A. Hardley, MAI of Hardey/Associates, Inc., dated June 23, 2014 and as updated on March 27, 2015 and May 31, 2016.

Deleted: its report ✓

2.2 No Cash Payment. There will be no cash payment by State to County or County to State associated with the exchange of the Exchange Properties.

2.3 Difference in Exchange Value. The parties acknowledge the difference in value between the Exchange Properties and find such a difference acceptable. The exchange of properties is of importance to County and is being done at its request. As consideration for State entering into this Exchange Agreement and the expenditure of State staff time in working on this Exchange Agreement and ultimately completing the contemplated exchange, the parties find such difference in value to be sufficient consideration for State entering into this Exchange Agreement and completing the exchange of the Exchange Properties.

**Deleted:** because of the mutual benefit derived by the Exchange that would result in better access to municipal water for the County's present and future public water use/consumption demands, as well as accommodating the demands for municipal water by the Sierra Brooks Subdivision; and for State the exchange would result in the acceptance of a riparian parcel that is larger and more biologically valuable in terms of habitat type and diversity of wildlife species, and increase the contiguous border with the Badenaugh Canyon Unit of the Smithneck Creek Wildlife Area, which would make management of the area more uniform.

### 3. CONDITION OF TITLE

3.1 Updated Title Report. State and County will cause First American Title Company ("Title Company") to provide an updated title report 60 days prior to the Close of Escrow for the parties respective Exchange Properties reflecting the current status of title to the Exchange Properties, together with all underlying documents referred to therein.

#### 3.2 County Property.

3.2.1 No Monetary Liens. County shall convey to State fee title to the County Property free of all mortgages, deeds of trust, mechanics' liens, and all other monetary liens and encumbrances.

3.2.2 No New Liens. County shall not, after full execution of this Exchange Agreement, cause or permit any new liens, covenants, conditions, restrictions, easements or any other matter to encumber title to the County Property by record or otherwise except for matters which do not materially interfere with the use and occupancy of the County Property or affect the value of the County Property.

#### 3.3 State Property.

3.3.1 No Monetary Liens. State shall convey to County fee title to the State Property free of all mortgages, deeds of trust, mechanics' liens, and all other monetary liens and encumbrances.

3.3.2 No New Liens. State shall not, after full execution of this Exchange Agreement, cause or permit any new liens, covenants, conditions, restrictions, easements or any other matter to encumber title to the State Property by record or otherwise except for matters which do not materially interfere with the use and occupancy of the State Property or affect the value of the State Property.

*ok but know that the 2 easements on parcel are not in record yet*

3.4 Title Insurance. Close of Escrow is conditioned upon Title Company issuing or being irrevocably committed to issue, a CLTA Owner's Title Insurance Policy for each Exchange Property insuring the grantee as owner of fee title to the appropriate Exchange Property in the amount of the value of that Exchange Property ("Title Policy") and subject only to the following permitted exceptions ("Permitted Exceptions"):

**Comment:** Since my prelim is dated 2014 after I obtain the latest prelim from you there may be some additions here but not sure until I see the prelim.

**Deleted:** (as defined in Article 4)

(a) Easements or rights of way of record for public roads or utilities, if any; and

(b) Any other matters requested, caused or approved in writing by the appropriate party.

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3.5 Grant Deed. Prior to Close of Escrow, each party shall execute, acknowledge and deliver to Escrow Agent (as defined in Article 4) a Grant Deed for the appropriate Exchange Property, in the form attached hereto as Exhibit C (State to County) or Exhibit D (County to State), as applicable, conveying the Exchange Property to the appropriate party.

#### 4. ESCROW

4.1 Escrow Agent. The parties shall open an escrow with First American Title Company, Attn: Ron Davidson, Escrow Officer, 10833 Donner Pass Road, Suite 102, Truckee, CA 96161, Phone (530) 587-4691 ("Escrow Agent").

4.2 Opening of Escrow. Following the execution of this Exchange Agreement, a fully executed copy of this Exchange Agreement shall be delivered to Escrow Agent by either party. "Opening of Escrow" means the date Escrow Agent receives the Exchange Agreement. Immediately upon the Opening of Escrow, Escrow Agent shall deliver written notification to both parties.

?

Comment: This information was found on the preliminary title report we have on file. Please confirm that this is correct?

4.3 Escrow Instructions. Escrow shall be maintained solely for the purpose of holding and disbursing monetary deposits and documents as directed by State and County. This Exchange Agreement shall constitute initial escrow instructions to Escrow Agent. The parties shall execute any additional escrow instructions reasonably required by Escrow Agent to consummate the transaction provided for herein; provided, however, such additional escrow instructions shall not modify the provisions of this Exchange Agreement unless the instructions state the modification in full and the specific modification is initiated by both parties.

4.4 Close of Escrow. "Close of Escrow" or "Closing" means the date Escrow Agent concurrently records the two Grant Deeds effecting the exchange described herein:

- (i) the Grant Deed in favor of State for the County Property; and
- (ii) the Grant Deed in favor of County for the State Property.

Escrow shall close on or before ("Closing Date"), unless extended by mutual agreement by both County and State.

In the event Escrow has not closed by the Closing Date (as extended by mutual agreement), Escrow Agent, upon the written request of either party, provided such party is not in default hereunder, shall terminate the Escrow and return all funds and

documents to the party who deposited the same. If the Escrow has failed to close as a result of nonsatisfaction of one or more Closing Conditions (as defined in Article 5), then, after such termination, neither party shall have any further rights or obligations hereunder except as otherwise specified in this Exchange Agreement. If the Escrow has failed to close as a result of a default by a party, such termination shall not affect the parties' rights, obligations, liabilities and remedies under this Exchange Agreement. If neither party elects to exercise its right to terminate this Exchange Agreement and the Escrow as set forth herein, Escrow Agent shall close the Escrow as soon as possible.

4.5 Deliveries to Escrow. Prior to the Closing Date, each party shall timely deliver to Escrow all funds and documents required to complete the Closing under the terms of this Exchange Agreement, including, but not limited to, payments required under this Exchange Agreement. Such documents to be deposited into Escrow shall include, but not be limited to the Grant Deeds for the State Property and the County Property.

4.6 Completion of Documents. Escrow Agent is authorized to collate counterparts of documents deposited in Escrow, and to otherwise complete such documents where appropriate and consistent with this Exchange Agreement.

4.7 Escrow Fees and Costs. County shall pay all escrow fees and costs, including without limitation: (1) the County documentary transfer tax, if any; (2) the cost of the standard CLTA Form Owner's Title Insurance Policies for the State Property and the County Property; (3) the entirety of the Escrow Agent's escrow fees; and (4) other escrow charges and expenses.

4.8 Distribution of Funds and Documents. At the Close of Escrow, Escrow Agent shall do each of the following:

(a) Concurrent Recordation of Documents. Submit to the County Recorder of Sierra County ("County Recorder") for concurrent recording the Grant Deed for each Exchange Property and any other documents to be recorded under the terms of this Exchange Agreement, and, after recordation, cause the County Recorder to mail each of the Grant Deeds to the appropriate party and each other such document to the grantee, beneficiary or person acquiring rights thereunder or for whose benefit said document was recorded.

(b) Non-Recorded Documents. Deliver by Federal Express or other overnight courier (or hold for personal pick-up, if requested): (1) the Title Policy for each Exchange Property to the appropriate party; and (2) each other non-recorded document received hereunder to the payee or person acquiring rights thereunder or for whose benefit said document was acquired.

(c) Conformed Copies. Upon Close of Escrow, Escrow Agent shall deliver to each party copies of all fully executed documents and escrow instructions. Each recorded document shall be conformed to show the recording date and file number.

(d) Closing Statement. As soon as reasonably practicable after the Closing, Escrow Agent shall prepare a final accounting and closing statement for this transaction and send a copy to each party.

## 5. CONDITIONS TO CLOSE OF ESCROW

5.1 Closing Conditions. Close of Escrow is contingent upon satisfaction or waiver of each of the following condition ("Closing Condition") prior to the Closing Date; any determination of satisfaction or waiver to be in the sole, absolute and unrestricted discretion of the party:

(a) Title Matters. Each party's approval of the title report for the Exchange Property to be conveyed to it and any supplements to the title report and the title insurer's issuance or irrevocable commitment to issue the Title Policy described in Section 3.4.

## 6. HAZARDOUS MATERIALS

6.1 Indemnification. County shall indemnify, protect, defend and hold harmless State and its officers, employees and agents from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs and expenses (including, without limitation, attorneys' fees, court costs, administrative procedural costs and experts' fees), foreseen and unforeseen, relating to or arising from (i) the use, handling, generation, storage, release, treatment or disposal of Hazardous Materials by County or any employee, agent, lessee, licensee or invitee of County on, under or from the County Property, and (ii) the cost of any required or necessary remediation, removal, repair, cleanup or detoxification, the costs of any testing, sampling or other investigations, and the preparation of required plans as a result of any of the causes described in item (i), above. For the purpose of this Section, "Hazardous Materials" shall mean any materials, substances or wastes defined as "hazardous," "toxic," "pollutant," or "contaminant," or stated to be known to cause cancer or reproductive toxicity, under any Environmental Law. "Environmental Law" is defined as any and all federal, state or local laws (whether statutory or common law) relating to pollution or protection of the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code Section 25300 et seq.; the California Hazardous Waste Control Law, California Health & Safety Code Section 25100 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; or any of the regulations adopted and publications promulgated pursuant to said laws as such laws and regulations may be amended from time-to-time. This indemnity

by County shall survive the close of escrow and recording of the grant deed transferring title to State.

VO

7. ADDITIONAL OBLIGATIONS

Comment: Does either party need access to the exchange properties to conduct studies, etc? If so, please let me know.

7.1 Possession. Possession of each Exchange Property shall be delivered on the Closing. All risk of loss and damage to the Exchange Properties from whatever source shall be the sole responsibility of the new fee owner from and after the Closing.

7.2 Delivery. Each party shall deliver the Exchange Property that it owns, including improvements, if any, to the other party vacant, in good order, condition and repair, and free and clear of all personal property, including but not limited to rolling stock (functional or discarded), trash, debris, spoil piles, burn piles, fuel, and any miscellaneous equipment on the date of Close of Escrow.

7.3 Violations. In the event that prior to Closing either party becomes aware of any Hazardous Materials or any other matter materially affecting the Exchange Property owned by that party, it shall immediately give the other party notice of such matter. In such an event, either Party may voluntarily terminate this Exchange Agreement. Notwithstanding the foregoing, upon identifying any matter affecting the Exchange Property, both parties agree to meet and confer to attempt to resolve the matter to allow the exchange to occur. If no resolution can be reached, either Party may voluntarily terminate this Exchange Agreement.

- Deleted: In such event ✓
- Deleted: neither Party may voluntarily terminate this Exchange Agreement however, ✓
- Deleted: , ✓
- Deleted: should make a diligent effort to ✓
- Deleted: to allow the agreement to be fulfilled ✓

8. GENERAL PROVISIONS

8.1 Approvals. Whenever any consent, approval or verification of a party is required for the exchange of properties described herein, then except as otherwise stated in this Exchange Agreement, such party shall not unreasonably withhold or delay such consent, approval or verification.

8.2 Construction. The captions and paragraph headings used in this Exchange Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof. This Exchange Agreement shall not be construed as if it had been prepared by only one party, but rather as if both parties had prepared the same.

8.3 Counterparts. This Exchange Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one Exchange Agreement.

8.4 Entire Exchange Agreement. This Exchange Agreement, including all exhibits attached hereto, constitutes the entire Exchange Agreement between the parties. There are no other prior or contemporaneous agreements, written or oral, between the parties with respect to the Exchange Properties.

8.5 Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Exchange Agreement.

8.6 Governing Law/Venue. This Exchange Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

8.7 Modification Waiver. No modification, waiver, amendment or discharge of this Exchange Agreement shall be valid unless the same is in writing and signed by both parties.

8.8 No Other Inducement. The making, execution and delivery of this Exchange Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

8.9 Notice. Notice to either party shall be in writing, addressed to the party to be notified at the address specified herein, and either (a) personally delivered, (b) sent by an overnight courier service such as Airborne or Federal Express, or (c) sent by first-class mail, registered or certified mail, postage prepaid, return receipt requested. Any such notice shall be deemed received: (a) on the date of receipt if personally delivered; (b) on the date of receipt as evidenced by the receipt provided by an overnight courier service, if sent by such courier; (c) three (3) business days after deposit in the U.S. Mail, if sent by mail.

State: Wildlife Conservation Board  
1416 9<sup>th</sup> Street, Suite 1266  
Sacramento, CA 95814  
Attn: Executive Director

With copy to: Office of General Counsel  
California Department of Fish and Wildlife  
1416 Ninth Street, Suite 1341  
Sacramento, CA 95814  
Attn: General Counsel

With copy to: California Department of Fish and Wildlife  
North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670  
Attn: Tina Bartlett, Regional Manager

County: County of Sierra Planning Department  
101 Courthouse Square  
P.O. Box 98

Downieville, CA 95936  
Attn: Tim Beals, Planning Director

With copy to: Sierra County Board of Supervisors  
PO Drawer D  
Downieville, CA 95936

Either party may change its address for notice by delivering written notice to the other party as provided herein.

8.10 Severability. If any term, provision, covenant or condition of this Exchange Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Exchange Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Exchange Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.11 Successors. All terms of this Exchange Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal representatives, successors, and assigns.

8.12 Time. Time is of the essence of each provision of this Exchange Agreement, including without limitation all time deadlines for satisfying conditions and Close of Escrow.

8.13 Effective Date. The Effective Date of this Exchange Agreement shall be the date upon which it has been fully executed by the parties and approved by the Department of General Services.

8.14 Approval Condition. This Exchange Agreement is subject to approval of the voting members of WCB at its November 2016 board meeting and the State Director of General Services and shall not be binding or effective against State until such approvals have been given.

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8.15 Exhibits. The following exhibits are attached to and made a part of this Exchange Agreement:

Exhibit A - Legal Description of State Property

Exhibit B - Legal Description of County Property

Exhibit C - Form of Grant Deed (State to County)

Exhibit D - Form of Grant Deed (County to State)

Exhibit E – Board Resolution

IN WITNESS WHEREOF, the parties have entered into this Exchange Agreement as of the date first set forth above.

STATE OF CALIFORNIA  
Wildlife Conservation Board

By: \_\_\_\_\_

Print Name: John P. Donnelly

Title: Executive Director

COUNTY OF SIERRA

By: \_\_\_\_\_

Print Name: Lee Adams

Title: Chairman, Board of Supervisors



**Comment:** Should this be the Planning Director since the recitals state that authority was delegated to that person to sign on behalf of the Board of Supervisors?



**DEPARTMENT OF WATER RESOURCES**

NORTHERN REGION OFFICE  
2440 MAIN STREET  
RED BLUFF, CA 96080-2356



August 12, 2016

Mr. Lee Adams, Chairperson, Board of Supervisors  
County of Sierra  
Post Office Drawer D  
Downieville, California 95936

Mr. Van Maddox, Sierra County Auditor  
County of Sierra  
Post Office Box 425  
Downieville, California 95936

**Subject: Statement for State Watermaster Service**

Fiscal Year: 2016-17  
Counties: Plumas and Sierra  
Service Area: Middle Fork Feather River



California Water Code, Section 4201, states that watermaster services are to be paid 100 percent by water right holders. As required by the California Water Code, Sections 4200 through 4305, the enclosed statement contains the total amount required for the service area and the apportioned cost to each water right holder. To simplify billing procedures, property owners of multiple parcels having water rights receive the total billing on one parcel, usually the largest parcel or the parcel having a residence.

The actual cost for the Middle Fork Feather River in Fiscal Year (FY) 2015-16 was \$175,589. DWR incurred legal costs for the Attorney General to represent DWR in a lawsuit during FY 2015-16. These legal costs totaled \$67,588.70.

DWR expects to incur about the same amount of legal costs during FY 2016-17 as were incurred in FY 2015-16 (approximately \$70,000). These costs are not being billed this fiscal year; they will be billed next fiscal year after the actual legal costs incurred during this fiscal year are known.

Additionally, some legal costs (\$21,342) from FY 2014-15 were not billed last fiscal year. Those missed costs were applied to the FY 2016-17 statement.

Here is an itemized breakdown of the total charges of \$203,700 for FY 2016-17:

Description	Fiscal Year		Amount
Actual cost to provide watermaster service	2015-16	\$	108,000
Actual cost to by the Attorney General's Office	2015-16	\$	67,589
Amount estimated/billed to provide watermaster service	2015-16	-\$	156,463
Difference between actual cost and billed amount	2015-16	\$	19,126
Amount estimated to provide watermaster service	2016-17	\$	163,216
Legal Cost not billed in previous year	2014-15	\$	21,342
<b>Total bill (rounded to the nearest \$100)</b>	<b>2016-17</b>	<b>\$</b>	<b>203,700</b>

Mr. Lee Adams, Chairperson, Board of Supervisors, Sierra County  
Mr. Van Maddox, Sierra County Auditor  
August 12, 2016  
Page 2

The current watermaster budget, showing the various cost categories, as well as the previous year's budget and billing amounts, is available at the following website: <http://www.water.ca.gov/watermaster/index.cfm>. There are two links on the left side of the page titled "Budget 2016-2017". One link is for an Excel file, and the other is for a PDF file.

When remitting payments to DWR, please identify the following:

- Tax year
- Portion of payment collected for any late fees or interest on past due assessments
- Service area for which the payment applies

Please send checks or money orders to the following address:

Department of Water Resources  
Attention: Cashier, Governmental Accounting Office  
Post Office Box 942836  
Sacramento, California 94236-0001

If you have any questions or need additional information, please contact Les Grade, Acting Chief, Surface Water Investigation Section, at (530) 529-7331.

Sincerely,



Curtis K. Anderson, Chief  
Northern Region Office

Enclosures

cc: Ms. Laura Marshall, Sierra County Assessor  
Post Office Box 8  
Downieville, California 95936

Mr. Van Maddox, Sierra County Tax Collector  
Post Office Box 425  
Downieville, California 95936

STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

STATEMENT FOR MIDDLE FORK FEATHER RIVER WATERMASTER SERVICE AREA  
PLUMAS AND SIERRA COUNTIES, 2016-2017

## ESTIMATED COST TO WATER USERS

FOR THE PERIOD OF JULY 1 2016 THROUGH JUNE 30 2017 .....  
(PREPARED IN COMPLIANCE WITH PART 4 DIVISION 2 OF WATER CODE)

\$203,700

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 APPORTIONMENTS TO BE BILLED AND COLLECTED BY PLUMAS COUNTY

DWR TRACT	TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COMPUTED COST
2-3	50030	010-060-099	BATCHELDER, EDWARD VAN LIERE	0.226	\$264
6-2,28-1	50030	010-060-079	BERTRAND, ELDEN I. & VIRGINIA D.	3.750	\$1,946
31	50030	010-070-033	BRADLEY, WILLIAM F.	3.230	\$1,698
32-1, 33	50030	010-090-001	COOK, DEAN F. & SHARON J.	2.650	\$1,422
9-1,10,13,17,18,19-1,20- 2,23	50030	010-050-033-501	D.S. RANCHES LLC A NEVADA LTD	34.015	\$16,402
26B-2	50030	010-070-026	DOBBAS, DENETTE	1.200	\$728
14,15,16-1	50030	025-220-024	FEATHER RIVER LAND TRUST	7.890	\$3,924
42	50030	025-230-031	FILIPPINI, CLARE Z.	*	*
5	50030	010-060-085	FREI, MILTON	1.550	\$896
9-2	50030	010-060-001	GGR PROPERTIES LLC AN AZ LLC	0.470	\$380
12	50030	010-030-010	GOODWIN, GEORGE FAMILY LP	4.450	\$2,280
1,3	50030	010-020-018	GUIDICI, DONALD W. ETAL	7.800	\$3,880
2-2	50030	010-060-100	KAJANS, FREDERICK E.	0.186	\$244
29	50030	025-430-014	KIRBY, PATRICK & DENENA A.	1.600	\$920
4,6-1	50030	010-060-081	PITCHFORK CATTLE CO A NEVADA C. ORP	6.495	\$3,258
27,43	50030	010-070-022	RAMELLI, PATRICIA ANN	6.400	\$3,212
8	50030	010-060-056	RAMELLI, THEODORE WARD & ELIZABETH	3.000	\$1,588
35,36	50030	010-090-045-501	RCK RANCH LLC A COLORADO LLC	17.150	\$8,346
19-2,20-1,21,22,26- A,124	50030	010-070-045	ROBERTI RANCH INC A NEVADA CORP	12.765	\$6,252
2-1	50030	010-060-083	ROCK RIDGE LTO	1.438	\$842
30,32,39,40,41,44	50030	025-230-009	ROEN, ERIK O.	*	*
16-2	50030	025-220-026	ROMANO, GARY & KIMBERLEE	0.060	\$184
24,25	50030	010-070-040	SHIRLEY JEANNE CARMICHAEL	15.000	\$7,320
28-2, 34, 37, 38	50030	010-090-004	SILVA, ROBERT G. & VIRGINIA	4.860	\$2,476
11	50030	010-060-039	SIMON, PAUL A. & BEVERLY J.	4.050	\$2,090

## APPORTIONMENTS TO BE BILLED AND COLLECTED BY PLUMAS COUNTY

DWR TRACT	TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COMPUTED COST
26B-1	50030	010-070-025	SPENCER, RICHARD A. & CHRISTINE A.	0.050	\$180
7	50030	010-060-109	WILLIAM, BRYAN & TIFFANY	4.400	\$2,256

AMOUNT BILLED BY PLUMAS COUNTY TAX COLLECTOR

\$72,988

## APPORTIONMENTS TO BE BILLED AND COLLECTED BY SIERRA COUNTY

DWR TRACT	TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COMPUTED COST
75		012-130-020	ABRAMS, ALLAN & SHARON	1.500	\$872
118-1,118-3		013-110-128	AMODEI, ARLENE	0.332	\$314
118-4		013-110-115	AMODEI, BRIAN	0.003	\$156
118-9		013-110-133	AMODEI, ELAINE, ARLENE HANSEN & HELSA, DAVID MICHAEL ETAL	0.051	\$180
118-6		013-110-084	ANDERSON, LUCY KATHERINE TTEE	0.017	\$164
114-6		013-110-124	ARCHER, THOMAS & ELIZABETH TRUSTEE	0.132	\$218
122-1,133		018-030-002	BLAKE, LUCY TRUSTEE	5.000	\$2,544
116-1		015-110-009	BLAKE, LUCY TRUSTEE	0.040	\$174
115-3,116-3		015-010-021	BLIDE, MICHAEL & JENNIFER	0.015	\$162
114-1		013-110-101	CHAMBERS, CAROLYN	0.121	\$214
82		013-070-006	CHURCH, RANDELL G. ET AL	5.600	\$2,830
104-5		013-090-033	COPREN, WILLIAM G. TRUSTEE	1.081	\$672
77,78,81		012-150-001	DOBBAS, JAMES TRUSTEE	7.900	\$3,928
114-8		013-110-100	EDWARDS, TODD ERIC JT & EDWARDS, HELEN JT	0.121	\$214
109		015-080-001	FALVEY, SHARON	0.010	\$160
62		016-010-023	FILIPPINI, CLARE	5.650	\$2,854
71-3		012-090-097	FRESCHI, MICHAEL & KATHLEEN	0.065	\$186
132-1		016-020-006	GARCIA JOSE VASQUEZ & GEORGIA	0.010	\$160
72-5		012-090-102	GATTO, GREG TRUSTEE	0.418	\$356
64		016-010-021	GENASCI, JAMES A.	1.450	\$848
55		016-020-044	GENASCI, JOHN	4.450	\$2,280
45-1,46-2,47-2		016-090-057	GOICOECHEA, DAVID	3.110	\$1,640
60-1		016-020-050	GRANDI, EINEN & RONDA	1.560	\$900
108-2		015-072-003	GRIFFIN, FRED & ESTER	0.030	\$170
72-3		012-090-103	GRIFFIN, JAMES & GLATTLY, ALEXIS	0.036	\$172
47-1,131-2, 101-2		016-090-050	GRIFFIN, RICHARD & RANDY	1.446	\$846
56,58		016-020-023	HILL, JUSTIN T TTEE & SARA TTEE	3.810	\$1,976
104-1		015-010-031	HOLLAND, DALE	0.145	\$224
72-1		012-090-094	HOLLAND, T. & B.	0.242	\$272
118-2		013-110-120	HOLLITZ, RHYNIE & BONNIE	1.983	\$1,102
115-2,116-4		015-010-012	HOU, QINGMING, SS	0.102	\$204

## APPORTIONMENTS TO BE BILLED AND COLLECTED BY SIERRA COUNTY

DWR TRACT	TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COMPUTED COST
114-11		013-110-134	IMAN, MICHAEL & CAROL	0.097	\$202
89,90,97,100, 104-2,120 71-2		012-150-014	JAMISON, BILL	27.247	\$13,168
		012-090-052	JINNETTE, MICHAEL E. TTEE & JINNETTE, NANCY TTEE	0.046	\$178
69		012-090-073	JOHNSON, JAMES & KAREN	0.040	\$174
127-4		018-130-017	KAISER, SUSAN ETAL & MEYER ROBERT TTEE	0.197	\$250
118-5		013-110-059	KNOX, RENA	0.035	\$172
114-10		013-110-125	LA ROCQUE MARK TTEE	0.079	\$194
127-2		018-130-013	LAMBERT, EMYLINE MAY	0.419	\$356
114-3		013-110-030	LDS RECREATIONAL PROPERTIES, LLC	0.095	\$200
127-3		018-130-015	LUDLOW, J. A.	0.230	\$266
99-1		013-090-042	MADDALENA, ANTHONY J. ETAL	6.130	\$3,084
121		015-010-001	MADDALENA, DONALD	2.300	\$1,254
103		015-023-006	MADDALENA, JOE A.	0.020	\$166
111-1		013-110-117	MADDALENA, LACEY	3.500	\$1,828
101-1		015-040-001	MAKOUTZ, JASON J.	0.186	\$244
130-1,131-1		016-070-009	MARSH, DENNIS & LAURA	0.790	\$532
93		013-090-002	MARTINETTI, JESS A. TTEE	6.330	\$3,178
106.		015-052-004	MCCAFFERY, JERRY	0.013	\$162
114-4		013-110-135	MCCAFFREY, OLIVIA MOORE TTEE	0.158	\$230
108-4		015-052-005	MCCORMACK BRENDAN CP, MESCHERY MEGAN CP	0.023	\$166
47-3		016-070-015	MCHENRY, CRAIG TRUSTEE	0.010	\$160
112,119		013-110-035	MCKINNEY, RODERICK M TTEE, STUDER, TRACY R TTEE	1.350	\$800
50		016-090-016	MELLO, PAUL & MELLO, MARY ELLEN	0.040	\$174
123-3		018-060-021	MERICA, ROBERT & CARLA	0.054	\$182
111-1		015-080-009	MESKIMEN, LES & JILL	0.244	\$272
114-7		013-110-111	MIERCORT, ROGER D. TTEE ETAL	0.066	\$188
70-1,71-1		012-090-108	MOLLAND, MICHAEL E. TTEE	1.661	\$948
72-2		012-090-076	MOLLESON, ART	0.045	\$176
110		015-080-008	MOORE, BRIAN R.	0.190	\$246
111-2		013-110-094	MOREAU, MARY E.	0.720	\$500
46-3		016-090-055	PANG, JOHN MALVEN & DIANE	0.170	\$236

## APPORTIONMENTS TO BE BILLED AND COLLECTED BY SIERRA COUNTY

DWR TRACT	TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COMPUTED COST
130-2		016-070-010	PANGERA TRUST ETAL	0.250	\$274
61		016-020-015	PANTUFLA PROPERTIES INC.	1.400	\$824
92		013-090-014	PASCO, KENT TRUSTEE & BARBARA C	4.900	\$2,496
107		015-060-007	PASQUETTI, DONALD ET AL	0.020	\$166
104-3		013-110-109	PASQUETTI, JOHNNY & PAMELA	0.147	\$226
127-5		018-130-019	PAYEN, L. J.	0.189	\$246
45-2		016-090-036	PLAZOLA, JOSE	0.510	\$400
114-5		013-110-066	POMBO, AL	2.450	\$1,326
48-1		016-090-053	POTTER, ARNOLD & CHRISTINE	1.710	\$972
57		016-020-001	RAMELLI, MERVIN ET AL	*	*
53,132-2		016-020-042	REES, TIMOTHY & CAROLYN TT	1.440	\$844
63,65,66,67		012-080-003	ROEN, ERIK O.	62.050	\$29,794
73,72-4		012-090-110	RUMER, ANDREW F. TTEE	2.309	\$1,258
94,95-1,95-2,96		013-090-011	SANFORD, LINDA L.	8.550	\$4,240
98		013-070-007	SATTLEY 89 RANCH LLC	4.250	\$2,186
118-7		013-110-085	SAVARINO, ROBERT	0.009	\$160
123-1		018-060-010	SCHERMERHORN, HAROLD & VIRGINIA	0.009	\$160
117-1		015-110-006	SCHIRMERS, FRANCE, VIDAL, J.ET AL	0.025	\$168
99-2		013-110-004	SCHUTTE, MICHAEL L. ETAL	0.200	\$252
46-1		016-090-024	SIERRA PACIFIC INDUSTRIES	2.100	\$1,158
48-2,48-3		016-090-054	SIERRA VALLEY DEVELOPMENT CO	1.000	\$634
108-1		015-072-004	SKUTT, JAY & MICHELLE JT	0.030	\$170
108-3		015-072-002	SKUTT, JAY & MICHELLE JT	0.067	\$188
52,54,59,132-3		016-020-048	SPARROWK, JACK & MONTERA, R. ETAL	6.900	\$3,450
114-9		013-110-110	THEIS, DAVID A. & JANET L. JT.	0.131	\$218
111-3,111-4		015-080-010	THOMPSON, PETER R. & SALLY J. TR.	0.036	\$172
86,87,88		012-150-019	TONG, ART & CINDY	6.100	\$3,068
83,84-2		012-150-027	TONG, ARTHUR D.	2.893	\$1,538
80		012-140-016	TURNER, CONNIE M. TTEE	0.020	\$166
84-1,85		012-150-026	TURNER, KEVIN	2.857	\$1,520
79		013-070-023	TURNER, RUSSELL A.	2.000	\$1,110
116-2		015-010-008	VAUM, R. & N.	0.020	\$166

## APPORTIONMENTS TO BE BILLED AND COLLECTED BY SIERRA COUNTY

DWR TRACT	TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COMPUTED COST
123-2		018-060-020	VOKEL, ZOENKO & MONICA	0.057	\$182
118-8		013-110-129	VON TOUR, DOROTHY & GREG	0.070	\$188
74,76		012-130-014	VV BAR RANCH, INC.	11.050	\$5,434
68-1,68-2,68-3,91,126		012-150-015	WALLACE, DONALD A. ET AL	8.700	\$4,310
70-2		012-090-109	WELSH, LOUIS, NICHOLAS & RICHARD	0.087	\$198
127-1		018-130-012	WILT, ALLEN	0.066	\$188
102		015-023-001	WRIGHT, LEE S JT	0.550	\$418
115-1		015-010-033	WYCOFF, VANCE	0.056	\$182

AMOUNT BILLED BY SIERRA COUNTY TAX COLLECTOR

\$127,528

## APPORTIONMENTS TO BE BILLED AND COLLECTED BY STATE DEPARTMENT OF WATER RESOURCES

DWR TRACT	TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COMPUTED COST
49-2,51-2			CALIF. DEPT. OF FISH & WILDLIFE	2.800	\$1,492
60-2			CITY OF LOYALTON	0.940	\$604
70-3			SIERRA CO. WATER WORKS DIST.	0.520	\$404
105			SIERRAVILLE PUB. UTIL. DIST.	0.660	\$470
127-6			SIERRAVILLE RANGER STATION	0.124	\$214
AMOUNT BILLED BY STATE DEPARTMENT OF WATER RESOURCES					\$3,184
AREA TOTAL				383.852	\$203,700

\* OWNER HAS WATER RIGHTS IN BOTH COUNTIES. TOTAL WATER RIGHTS AND COST ARE ARE SHOWN IN THE OTHER COUNTY

WITNESS MY HAND AND SEAL OF THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA, THIS TENTH DAY OF AUGUST, 2016



STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

*Curtis K Anderson*

CURTIS K. ANDERSON, CHIEF  
NORTHERN REGION OFFICE



FILED  
SIERRA COUNTY CLERK

JUL 06 2016

BY: Heather Foster DEPUTY

FILED

JUL 05 2016

SIERRA SUPERIOR COURT  
BY: [Signature] 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 5<sup>th</sup> day of July, 2016.

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

SIERRA SUPERIOR COURT  
BY: [Signature] Clerk

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

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

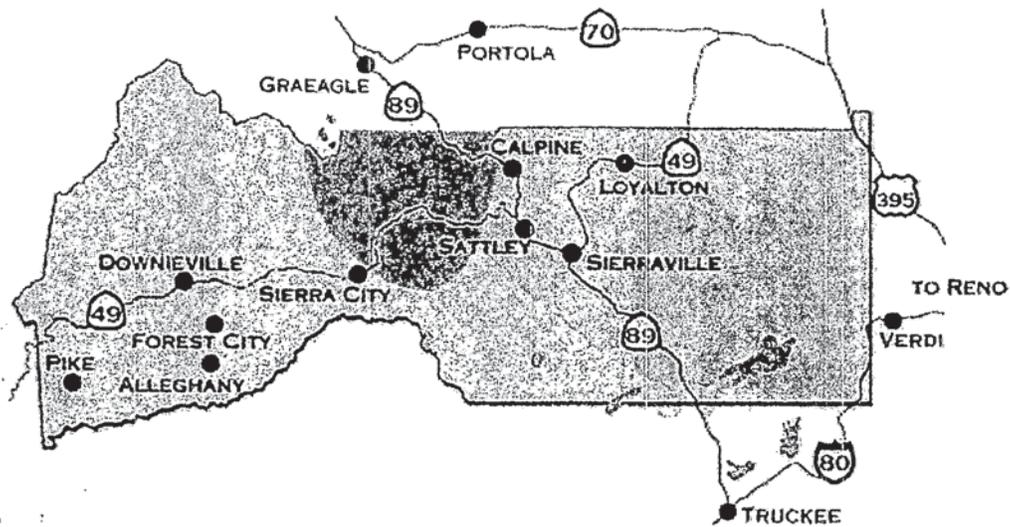
THE FOREGOING INSTRUMENT IS A  
CORRECT COPY OF THE ORIGINAL ON  
FILE IN THIS OFFICE.

ATTEST: July 5, 2016

CLERK OF SUPERIOR COURT IN AND  
FOR SIERRA COUNTY, CALIF.

BY: [Signature]

# SIERRA COUNTY GRAND JURY 2015-16 FINAL REPORT



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# Members of the Grand Jury

## Full Term

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

## Impanelled Jurors, Partial Term

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

# Introduction

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

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

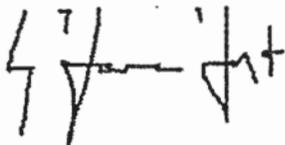
We envision our investigations and reports will result in providing clarity and promoting action to concerns residents brought before this Grand Jury.

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

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

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

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



Shannon Hoyt

Foreman 2015-2016

# Grand Jury Overview

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

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

## Grand Jury Functions

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

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

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

2015/2016 Sierra County Grand Jury

**Sierra County Waste Management Analysis**

**Final Report**

## Summary

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

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

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

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

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

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

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

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

## Background

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

## Methodology

### Documents

The Grand Jury reviewed the following documents:

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

### Interviews

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

## **Discussion**

### **The Movement of Solid Waste from Household to Final Destination**

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

### **The Licensee/Hauler (Intermountain Disposal)**

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

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

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

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

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

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

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

County	Budget Annual (2008-2009)	2008 Disposal (tons)	Per Capita Disposal (lbs./person/day)	Per Capita Cost (\$/person)
Alpine*		2,365	12.14	
<b>Sierra</b>	<b>\$700,000</b>	<b>3,265</b>	<b>5.42</b>	<b>\$211.93</b>
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:**

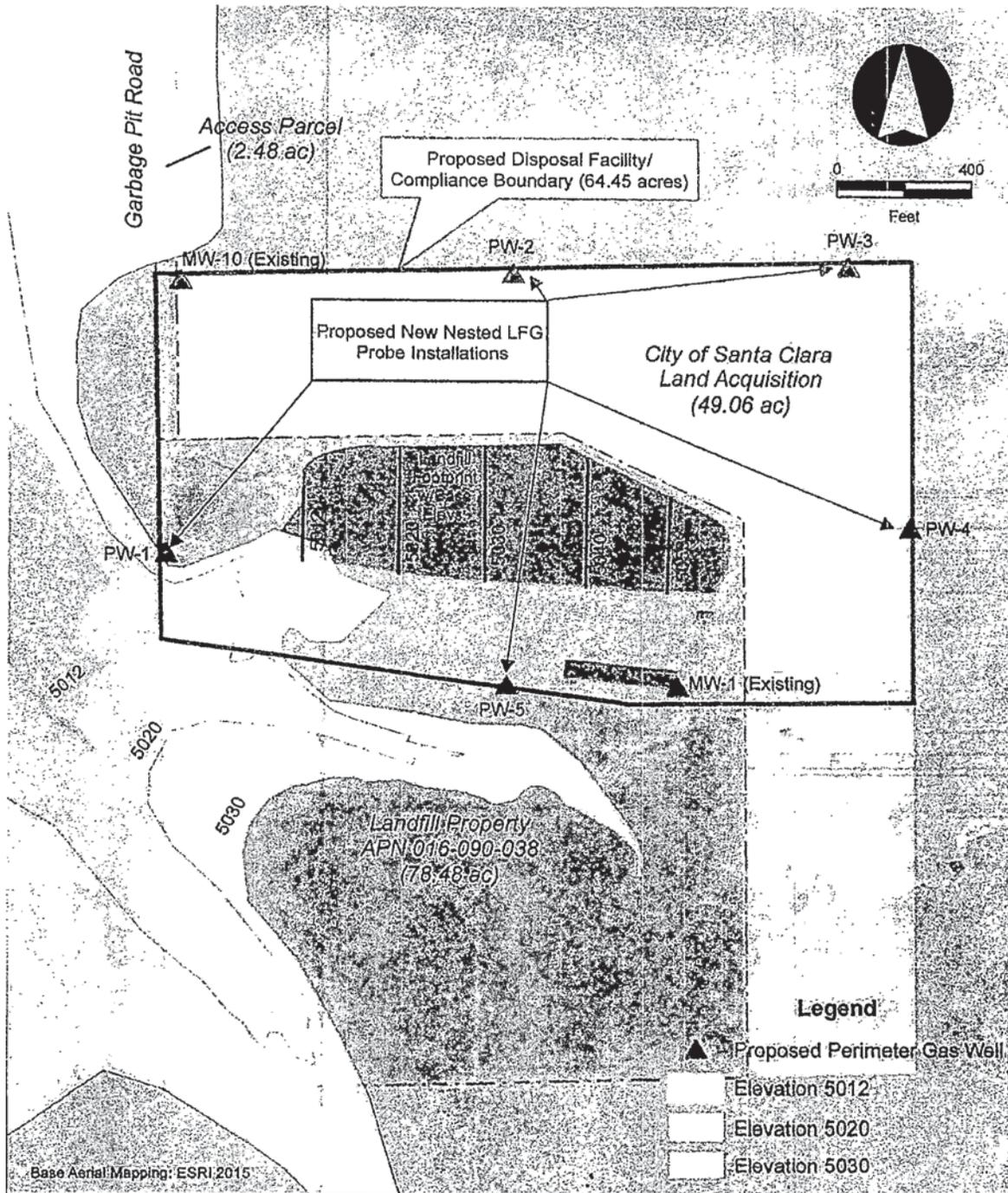
Sierra County Director of Planning and Transportation,

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 650218 South Lake Tahoe, CA 96155  
 Phone (530) 643-3200 www.avaalex.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

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### **Reason for the Investigation:**

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

### **Background:**

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

**Procedure Followed:**

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

**Fact:**

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

**General Findings:**

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

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

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

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

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

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

F.7. Fire Protection Districts within Sierra County are in need of additional volunteers. Recent recruitment efforts have been hampered by demographic realities of an aging population and a lack of new younger generation County residents and are proving to be inadequate to 'fill the rolls'. While current staffing levels (documented below) and mutual 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.

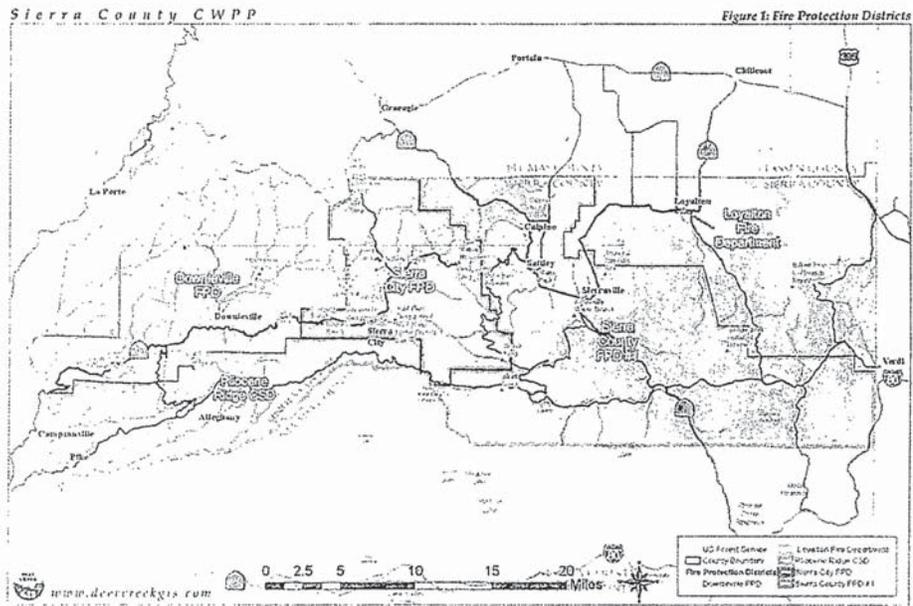
R.6. Pliocene Ridge CSD should continue to prioritize the completion of the Fire Station. We encourage the Pliocene Ridge community to continue to support this effort.

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 /or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

SIERRA COUNTY  
GRAND JURY  
NEEDS YOUR  
INPUT!

*We welcome your suggestions or  
complaints.*

PLEASE TURN TO THE FORM ON THE BACK OF THIS PAGE  
TO MAKE YOUR COMMENTS.

MAIL TO: SIERRA COUNTY GRAND JURY  
P. O. BOX 476  
DOWNIEVILLE, CA 95936

PLEASE PROVIDE AS MUCH INFORMATION AS POSSIBLE

Your name (you may remain anonymous if you choose)

Home address \_\_\_\_\_

Work address \_\_\_\_\_

Phone (home) \_\_\_\_\_ (work) \_\_\_\_\_

To which county official, department or agency does your suggestion or complaint refer?

Address \_\_\_\_\_

Phone \_\_\_\_\_ Director, if applicable \_\_\_\_\_

Please summarize your suggestion or complaint, including date of events and names, departments or agencies involved. Attach additional sheets if necessary. All complaints are kept confidential.

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What kind of action would you like to see the Grand Jury undertake?

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**

<b>MEETING DATE:</b> September 20, 2016	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
--	---

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

**AGENDA ITEM:** Discussion/direction regarding proposals for recodification of the Sierra County Code and ongoing ordinance codification and publishing services.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other  
See attached proposals from Code Publishing Company and Municode

**BACKGROUND INFORMATION:** On September 6, 2016 the Board directed County Counsel to also obtain a proposal Municode and to return to the Board with a recommendation for services.

**FUNDING SOURCE:** GENERAL FUND  
**GENERAL FUND IMPACT:** General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$13,000 +/- N/A

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

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

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

## Heather Foster

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**From:** David Prentice <David@plelawfirm.com>  
**Sent:** Friday, August 05, 2016 7:42 PM  
**To:** Heather Foster; Lee Adams  
**Subject:** Fwd: codification services for small county  
**Attachments:** CPCProposal\_SierraCountyCA\_8-16.pdf; ATT00001.htm

For our discussion

Sent from my iPhone

Begin forwarded message:

**From:** "Brooke Hanford" <[Brookeh@codepublishing.com](mailto:Brookeh@codepublishing.com)>  
**To:** "David Prentice" <[David@plelawfirm.com](mailto:David@plelawfirm.com)>  
**Subject:** RE: codification services for small county

Hi David,

It was nice speaking with you yesterday. Attached is our proposal for Recodification and Online Hosting for Sierra County. Since there was not a lot of time, I just included a general page sample instead of one specific to the County. The double column format that it uses would reduce the amount of pages in the code by about 25%. Since pricing is per page, this format allows us to get the price under \$10,000 for the recodification. Note that this price can be split over two budget cycles, in case that helps. The legal review is optional, but usually recommended with a recodification, and especially in your case since it has been done in-house and sounds like it is a bit of a mess.

The Online Features and Enhancements page has links to examples of our online codes and features. I would be happy to give a demo to you and/or the county online or in-person. Our online codes are updated as ordinances are passed, in five days or on the effective date, whichever is later. They are quick and have so many great features, like being able to save sections of the code in different formats for sharing or creating new ordinances, that they would be much easier to access, navigate and search than the PDF the county currently has online.

Please let me know if this looks ok, and if you have any questions.

Have a great weekend!

**Brooke Hanford**  
**Codification Consultant**  
**Code Publishing Company**  
**9410 Roosevelt Way NE | Seattle, WA 98115**  
**800.551.2633 | 206.527.6831**

## Heather Foster

---

**From:** David Prentice <David@plelawfirm.com>  
**Sent:** Monday, August 22, 2016 10:06 AM  
**To:** Heather Foster  
**Subject:** FW: Codification

fyi

**David A. Prentice, Partner**



5424 N. Palm Ave, Suite 108  
Fresno, CA 93704  
559-500-1600  
www.plelawfirm.com

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**From:** Stephen Hall [mailto:SHall@municode.com]  
**Sent:** Monday, August 22, 2016 9:57 AM  
**To:** David Prentice <David@plelawfirm.com>  
**Subject:** Codification

Hello David,

Did you receive the information you were researching regarding the codification for Sierra County?

Municipal Code Corporation consolidates the general and permanent legislation, then organizes it into a code of ordinances. The legislation is organized by topic (animals, business, etc.) or by department/title (Administration and Personnel, Revenue and Finance, etc.).

Our legal research includes a review for inconsistencies, duplications, proper grammar, conflicts in the code and additional legislation by one of our attorneys. We also review and compare the Code with the current state law. We then implement these suggestions as approved and publish the code in print and online.

One of our staff attorneys performs a legal review of the existing Code and subsequent ordinances of a general and permanent nature against state statutes and court decisions. Municode then provides a legal manuscript consisting of the recommendations in strike through and underline along with comments backing up the recommendations. Our attorney that reviews your legislation will discuss the recommendations contained within the legal manuscript.

Basic Services

- A listing of all sections within a chapter at the front of each chapter.

- Catch lines preceding each section which describes the subject of the section
- History notes, where possible, at the end of each section giving the ordinance number from which the section is derived
- State law references, which cite the applicable state statute
- Complete subject matter index
- Page formatting, numbering, graphics and tables

Once the Code is published, Municode provides supplements or electronic updates to the Code as additional legislation is passed.

Generally the fees run between \$5,000 to \$7,500.

If you have any questions please find my contact information below.

**Stephen VZ Hall**  
California Representative  
Office (310) 577-1000  
Cell (310) 422-2095  
[shall@municode.com](mailto:shall@municode.com)



# **Sierra County, California**

## **Recodification and Online Hosting Proposal**

**Submitted by  
Code Publishing Company**

**Contact:**

Brooke Hanford  
brookeh@codepublishing.com  
Phone: 206-527-6831 / 800-551-2633  
9410 Roosevelt Way NE  
Seattle, WA 98115



**August 2016**

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## EXECUTIVE SUMMARY

### Overview of Our Firm

- Code Publishing Company is a legal document publisher for local governments nationwide – we offer codification and publishing services in print and online mediums.
- For the past 27 years, we have provided our clients with a unique blend of expertise, innovation, and service.
- More than 510 cities, counties, service districts, towns, villages and Native American tribes across the continental U.S., Alaska, and Canada use our codification services. Their populations range from 150 residents to 1.5 million – we are equipped to manage any scale.
- The key to our success is exceptional customer service and product design, both in print and online. We will make your code look good.

### Expertise

- CPC is a streamlined company of about 20 employees; our organizational structure is flat, so all of our employees work closely together to ensure projects are completed accurately and on schedule, every time.
- Skilled editors and proofreaders are at the core of what we do. With support from modern desktop publishing systems and custom software to maximize efficiency, our staff ensures that no detail goes overlooked.
- Our centralized location in Seattle, Washington, allows not only thorough and efficient communication between current employees, but also the promise of the most qualified future hires: projected as the next Silicon Valley, Seattle attracts a wealth of technical, editorial, and legal experts.

### Innovation

- We have consistently led the industry in providing new features and options for municipal codes on the web because we are always searching for new ways to serve our customers.
- CPC's code format allows constant innovation; it is text-based and frameless, ADA compatible, and works seamlessly with all browsers and mobile devices.
- Our web offerings are designed to make browsing and searching the code easy, and we tailor the look and feel of web-based code to meet your needs.

### Services and Support

- We are available to answer your questions from 6:00 a.m. to 6:00 p.m. (Pacific Time) every day.
- CPC staff can answer questions about codification, help with technical issues, and research older versions of the code. We archive everything, including print supplements, full code, and web content files.

### How to Begin

- After a consultation where we determine the kind of service your municipality requires, we will send you an agreement. Once the agreement is signed, and you have sent Code Publishing any other required materials (lists of ordinances, contact information, etc.), we will create a project in our database for information tracking purposes. Weekly internal reports ensure that all projects are maintained and tracked, so your project never gets overlooked.

## SERVICES PROVIDED

### Summary

Codification is a highly technical and detailed process, and we have completed thousands of codification projects in our nearly three decades of business. Because we specialize in a particular range of services, our editors are able to review and provide material more quickly and accurately than is generally possible with in-house codification or other codifiers. Our staff works closely with yours so that questions are resolved easily, and we deliver consistently high quality.

We guarantee our editorial work; however, in the event any errors are discovered, we will correct the web-based code on the same day and print-based code per customer request.

We offer six main services:

- **Codification:** The editing, rearranging and/or grouping of ordinances under appropriate titles, parts, chapters and sections. Includes:
  - Organizing and editing ordinances to modernize and clarify language while preserving meaning.
  - Dividing long single sections into two or more sections and rearranging the order to ensure clarity and specificity.
  - Eliminating obsolete provisions, conflicts, and inconsistencies to preserve legislative intent.
  - Correcting manifest errors in reference to other ordinances, laws, and statutes, as well as spelling, clerical or typographical errors, additions, and omissions.
  - Changing the wording of or adding section captions to chapters and sections.
  - Substituting specific language for the term “this ordinance” where necessary; for example, this “section,” “part,” “code,” “chapter,” “title,” or numbered section or chapter.
- **Recodification:** Performed when an existing code requires an overhaul. Essentially a codification.
- **Republication:** A clean up of a printed code – reformatting, repaginating, and reprinting. Includes:
  - Repaginating to remove blank, partial, and point pages, and to create a new page format.
  - Creating consistent subsection numbering and lettering, as well as inserting citations to state and federal statutes.
  - Your choice of several page formats – we recommend the double-column format for legibility and space saving.
- **Supplements:** Additions to an existing code.
  - Varies on an individual basis, but can include statutory references, cross-references, a disposition table, and index updates. (See “Update Service” below for details.)
  - Performed according to a regular, predetermined schedule, or on request.
  - Printed supplements are delivered within two to six weeks, depending on quantity and complexity of the ordinances. Supplements are scrupulously reviewed for errors before publication.
  - No annual fees, storage fees, or minimums.

## CODE PUBLISHING COMPANY

- **Web Hosting:** Use of our web interface to store your documents.
  - Can include municipal codes, comprehensive plans, ordinances, agendas, policies, etc. (See “Optional Services” below for details.)
  - Always up-to-date, and available as a mobile version and for Kindle, iPad, Nook, PDF and other downloads.
  - Advanced searching, including Boolean and thesaurus features.
  - Highly customizable to your specifications. Our website includes a comprehensive list of browsing and searching options.
- **Legal Review:** An attorney’s review of all sections of a code for consistency, archaic language, internal conflicts, as well as compliance with state and federal laws. The municipality will receive a detailed written report after completion. (Note: This is an optional service that generally accompanies codification, recodification, republication, and supplement services.)

### Guaranteed Services

Every CPC customer will receive the following as we complete whichever main service(s) you select:

- Editorial review, including suggestions for changes, additions, or deletions to code or ordinance material.
- Editorial work, formatting, and printing of your completed book, including corrections to drafting errors.
- Periodic and reliable updates to both print and web-based code.
- Timely communication with your agency.

### Optional Services

As a customer with CPC, you have the choice of the following additional services:

- A legal review of the code.
- Assistance with re-organizing titles or chapters.
- Recommendations for the consolidation of overlapping text (e.g., definitions, exemptions, etc.).
- Special requests.

You must also decide what form(s) your code will take. This means selecting whether your code will be print- or web-based, or both. If you opt for web hosting options, your documents can be hosted along with or separate from your Municipal Code, and all can utilize our web interface.

Web hosting options include but are not limited to:

- Municipal Codes (including Development Codes)
- Comprehensive Plans or General Plans
- Area Plans
- Ordinances
- Resolutions
- Council or Commission Minutes
- Agendas
- Policies
- Engineering Standards

## RECODIFICATION and ONLINE HOSTING PROPOSAL

### Sierra County, CA

August 5, 2016

**Recodification:**

Code Publishing Company shall recodify the Sierra County Code which includes editing, proofreading, adding new ordinances, and indexing. The complete text and new ordinances amending the existing code will be edited and proofread word-for-word and checked for typographical errors, incorrect section references, obsolete or conflicting text, and inconsistencies.

Editorial* (est. 570 pages, 2-column): 17.50 per page	<u>9,975.00</u>
New ordinances added after delivery of proof	<u>10.00 per page</u>
Graphics, maps, tables, diagrams	<u>Included</u>
Optional Legal review	<u>2,000.00</u>
Telephone support	<u>No charge</u>

\* *Includes non-substantive editorial changes to include proper style, grammar, and numerical consistency; comprehensive subject matter index; proofreading; maps, diagrams, charts, etc.; statutory references.*

**Online Access:**

Creation of files for online access	<u>Included</u>
Monthly Internet hosting fee (first year at no charge)	<u>40.00</u>

**Printing, Binding and Shipping:**

Print and ship (est. 570 pages): 0.10 per impression	<u>57.00 per copy</u>
Binders: D-ring plastic, buckram; expandable post (min. 12)	<u>at cost</u>
Tab dividers: generic; custom (min. order 25)	<u>at cost</u>
PDF file for in-house printing/archival	<u>Included</u>

**Supplement Service:**

Editorial (includes online updates)	<u>21.45 per page</u>
Graphics, maps, tables, diagrams	<u>10.00 per page</u>
Printing and shipping	<u>0.10 per impression</u>
PDF file for in-house printing/archival	<u>Included</u>

**Included Services:**

Telephone support	<u>No charge</u>
Subscription service	<u>No charge</u>
Sample ordinance service	<u>No charge</u>
Archival (full code and supplements, PDF files and HTML files)	<u>No charge</u>

*All prices are estimates; final invoice is based on actual number of pages converted.*

## ONLINE FEATURES AND ENHANCEMENTS

### A Current, Up-to-Date Online Code 24/7

- **Standard Online Hosting Package, 40 per month**

- **Online On-Demand (OLOD)** – Ordinances codified online in 3 to 5 days. Save countless hours processing record requests and updating unwieldy codebooks. A great way to transition to a paperless code.
- **Our Standard Features** – Robust searching (including Boolean, advanced and saved searches); fastest loading and navigation; synchronized table of contents; mobile/ADA access.
- **Print/Save Selections** – Print or save sections as RTF, PDF, Kindle, iPad, HTML, text.
- **Bookmark and SHARE** – Share links to sections via email, Facebook, Twitter, etc.
- **Continuous Table Headers** – Headers remain fixed while scrolling through a long table. View [video](#) with comparisons.
- **OrdSearch** – Click the ordinance number to find all sections where it is codified.
- Links to [internal](#) and [state](#) code section citations, and to [Uncodified Ordinances](#).
- **Scope Searching** – Search one or more titles or documents.
- **Custom Interface** – Customized look and feel, with banner, menus, colors and photos to match your website.  
[www.codepublishing.com/ca/berkeley](http://www.codepublishing.com/ca/berkeley)  
[www.codepublishing.com/ca/hermosabeach](http://www.codepublishing.com/ca/hermosabeach)

- **Additional Options, 65 per month\***

- **Archival and Compare Versions** – View and search previous versions of the code, with:  
[Side-by-Side](#) – Compare previous or current sections, OR  
[Redlined](#) – Compare sections with markup (redlining) of changes.
- [CodeTips](#) – Hover over section cites to display pop-up text previews.
- [eNotes](#) – Add a “sticky note” to any code section and share with others.
- [Zoning Definitions](#) – Hover over terms to display pop-up box definition. Preferred by planners.
- [OrdTrak](#) – From the ordinance table or history note to the original ordinance on your website. Price applies when ordinance filenames are consistent and programmatic (e.g., ord1658.pdf, ord1689.pdf, etc.).

- **Tracking Ordinances and Updates**

- [OrdAlert](#) – Highlights sections affected by ordinances pending codification with an **“Amended”** yellow alert in the table of contents and the code. Alerts are hyperlinked to PDF files of new ordinances. PDF files and alerts are removed after codification. No searching for ordinances in a “Pending Ordinances” folder. **15 per ordinance**
- [CodeTrak](#) – Highlights sections containing recently codified ordinances with a **“Revised”** yellow alert in the table of contents and the code. Alerts are removed when the next supplement is printed. Pairs well with OLOD. **15 per month**

- **Municipal Document Hosting**

- [Document hosting options](#) include any municipal documents, from minutes and ordinances to plans and policies. (Call for pricing.)

*\*A la carte options available. The additional options price is added to the standard price.*

**• Don't see it here? Call us to learn what our web team can do for you!**

## SCOPE OF SERVICES – RECODIFICATION

Recodification is the process of reviewing your code for textual errors and outdated provisions, reformatting, and repaginating it. To complete this extensive process, Code Publishing Company shall provide codification and updating services, including but not limited to: recodifying and republishing the existing code, a comprehensive legal review (optional), printing and print subscription services, creation of electronic files, publishing services for new amendments to supplement the printed code, and code archiving.

Once we receive all required materials for the initial project, our editorial staff begins reviewing the code for style and organization. Along with any suggestions on reorganization, we will develop a style sheet for your code to create a unified, professional look. After establishing column and margin formatting, we will also review capitalization, punctuation, and other style elements in the text. Our editorial staff will analyze commonalities among code chapters and create a consistent overall style for your code. We will send our completed style and organization proposal for your review and verification. (See Reformatting, Renumbering and Reorganizing below.)

After the style and organization are confirmed, we start editing and formatting your code. We will apply page formatting, repagination, and style changes; look for faulty language and provisions, from word usage to duplicate or conflicting language; and fix erroneous cross-references throughout the code. After adding, editing and proofreading any new ordinances, we will generate and/or continue historical footnotes describing the date and number of the legislation affecting a given law. We will also add to or create an ordinance table describing the action and listing the disposition of every ordinance passed since the establishment of your municipality. Our editorial review ensures accuracy and provides a holistic overview of your code.

At this point, the code is proofread word-for-word. The code is returned to the editor to make any changes, then sent back and forth between proofer and editor at least one more time, until we are confident that all errors have been caught. Finally, the code is checked for page style and to ensure everything is included. After this final proofreading process, we will create a draft proof copy, which will be sent to you for your review. These steps ensure that the manuscript undergoes several rounds of proofreading with our various departments – by the time you receive the document, it will have been reviewed by many expert eyes.

We will make any changes or revisions before publishing the final code, at a fraction of the cost of regular supplements. After you have finished your review, the final publication process for the printed code includes creating a subject matter index, which allows you to locate all instances of a topic in your code easily.

Around the same time, you will have a consultation about your goals for the online code. We will then begin converting the editorial files for webhosting. During this process, we will print and assemble copies of the code, with tab dividers and binders, if requested. When you receive the document, all you need to do is pass an ordinance adopting the new code as your official law. We will deliver the print copies, within four weeks of receiving the proof back from you.

Both our printed code books and online files are designed with the understanding that your code is a living document that will have many additions and revisions over time.

We understand the need for high editorial standards in your code and fully stand behind all of our work. Our entire staff operates in one central office, meaning that we can deliver consistent quality and thorough communication.

Code Publishing has the flexibility to give you personalized attention throughout the process, and will always be there to answer potential questions, every step of the way. We can split the initial costs over two budget cycles and work on your schedule. With Code Publishing, your code is in good hands.

## Reformatting, Renumbering and Reorganizing

Consider the following items regarding our format when evaluating proposals:

- **Better use of space:** Why pay for more pages? Our standard layout fits more text on the page without sacrificing quality. Save on printing now and later.
- **Section listings:** Note the addition of our section listing (i.e., digest or table of contents) at the top of the chapter. This basic formatting difference saves time when reading.
- **Expandable numbering system:** CPC uses an expandable decimal numbering system to allow an easier insertion of new sections to the code. A non-expandable numbering system may result in a hard-to-follow or illogical sequence in future updates.

### Reformatting – Page Design

Code Publishing offers many different options for your code's column style, formatting and font. Our most popular layout is the standard two-column with 11-point font. This maximizes the number of words on each page, reducing the page count (codification and pricing is based on the number of pages), thereby saving you money on both the initial product and revisions. It is also the easiest to read and most attractive. We also offer a one-column style. These layouts can always be customized to your liking.

### Renumbering

The most versatile numbering format is the three-tiered system, providing a number for the title, chapter, and section (see description below). The expandable decimal numbering system allows for expansions within the code as new ordinances are added. For instance, inserting a new section between 3.04.010 and 3.04.020 (e.g., 3.04.015) is easier than placing one between 3-4-1 and 3-4-2.

When a reformatted code is renumbered, CPC provides parallel reference tables to original code numbers. This eliminates inconsistent section numbering. This system allows for flexibility when adding new provisions to the code.

### Reorganizing

If you are not happy with your code's current organizational structure, we can reorganize it. CPC's standard code organization is based on subject matter, which is more accessible than an alphabetical

structure. Most codes today are organized by subject. A typical CPC code has three divisions: Title, Chapter and Section, which fit nicely with our standard numbering system (above):

- **Title:** A grouping of ordinances related by topic (business regulations, land use, traffic, criminal code, etc.). Some titles may consist of one single, comprehensive ordinance (typically subdivision, zoning/uniform development codes), depending on the length and organization of the ordinance.
- **Chapter:** Usually a single ordinance (with its amendments). A number of ordinances whose subject matter is related are codified as chapters within a title. The chapter may have one or more sections, depending on the length and nature of the ordinance it codifies.
- **Section:** Usually a single section of an ordinance. An individual section of an ordinance is codified as a section within the code chapter unless the section is unusually lengthy, in which case ordinance subsections will become separate sections in the code. Individual sections of the code should contain one principle, topic, or idea; this aids the user in quickly finding the subject or section being researched or referred to.

### Optional Legal Review

Legal staff can also perform a review of your code if requested. The legal review applies principles of statutory construction and applicable common law. The review encompasses state and federal constitutional questions, case law conflicts, and court interpretations. The code is scrutinized for vagueness, fair notice to citizens, free speech infringement, danger of selective enforcement, and equal protection in view of fundamental rights. The attorney reviews all sections of the code for consistency, archaic language, and internal conflicts, and to ensure accurate references to state statutes. Outdated fees are noted. The municipality will receive a detailed written report, including a thorough analysis and basis for amending or revising ordinances as necessary. The report is formatted and proofread by an editor. We provide both print and electronic versions of the review.

### Quality Control and Team Organization

Online publication is not just a method of cutting and pasting new material into an existing format. Though the process of supplementing municipal codes has not fundamentally changed in the past 40 years, online access has changed dramatically. Skilled editors and proofreaders are at the core of what we do, with support from modern desktop publishing systems. Updating the print and electronic versions of the code involve hundreds of details. Our job is to make sure these details are not overlooked, ever. We use custom software for repetitive work which is why we are so efficient in our deliveries, and why our products are of such high quality.

The individuals we hire, whose attention to detail is very keen, scrutinize the amendments and documents, making sure the ordinances have been codified correctly. Our guarantee is that when a correction is necessary, no matter the cause, we will make the correction that same day.

## Update Service – Web Hosting and Supplements

“Update service” refers to a broad range of editing and formatting services that CPC provides. Code Publishing’s update service includes, but is not limited to: codification of new ordinances, creation of files for a web-based code, publishing of supplements to the printed code, subscription services and code archiving.

### Web-based Code Updates

Web updates include ordinances, history notes, and the disposition table(s), as well as validating internal cross-references and citations to state statutes.

All of our customers receive online on-demand updates, meaning that new ordinances will be incorporated into the online code on their effective date or within a week of our receiving them. With Code Publishing, you can be certain your ordinances are always up to date online.

We are also able to host PDF files of the new ordinances, linked from the sections they will be affecting, with services like OrdAlert; or to highlight recently updated sections using CodeTrak. There are many other features and enhancements available. (See Electronic Publishing below.)

### Print Code Updates – Supplements

The print supplement process adds updating of the preface, statutory references, and index. We will also create a direction page detailing how to remove obsolete pages and add new pages to reflect the changes. Formatting and editorial styles are kept consistent. There are no annual fees, storage fees, or minimums.

Turnaround time for a print supplement is two to four weeks, including shipping. Update schedules are set according to customer preference, for example, monthly, quarterly, etc. – the frequency is something you can determine during the initial consultation period (see How to Begin, above), or reevaluate later.

### Procedure

As new ordinances are passed, a municipal staff member will upload new ordinances to a unique web site managed by CPC. Receipt is confirmed through email, and then the project is assigned to an editor. After checking with the municipality to ensure all ordinances have been received, the editor selects the affected areas of the code, changes the text, updates the index and ordinance table, assigns the revised code pages to a proofreader, notifies the municipality of any concerns, and provides a supplement proof copy if requested. At least three editors and proofreaders will have reviewed the ordinances and amended code by the end of this process, safeguarding against mistakes. Any concerns will be brought to your attention right away. Your staff can continue comfortably with its work knowing the code has been modified to reflect the new ordinance(s).

## Tracking Ordinances

Our project management system provides for ordinances to be logged with applicable effective dates. If ordinances are not to be codified at time of upload, appropriate hyperlinks to the PDF files of pending ordinances are listed at the end of the ordinance table and marked as “Not Codified” or “Pending Codification.” Future projects are created for ordinances with unique circumstances (e.g., a

sunset clause) that require changes to the code. Please see [www.codepublishing.com/wa/Bellevue/?BellevueOT.html#newords](http://www.codepublishing.com/wa/Bellevue/?BellevueOT.html#newords) for an example.

### Archiving Services

Code Publishing archives each version of the code as it is supplemented. Each time a print volume is updated, the supplement is archived as a PDF file. There is no additional charge for this service. Whole code PDF files are also created after each supplement.

### Subscriptions and Public Access

Code Publishing does not assert the right to generate revenues by selling any part of our client codes, printed, electronic or otherwise, to outside subscribers unless a client so requests. Most CPC clients ask that we handle outside subscriptions, which are priced at \$0.10 per impression for copies. It is a service we provide for our customers; we do not make a profit from these sales. CPC provides the online version of the codes we publish free of charge to the public.

Recent trends in the publishing industry indicate that most users of local jurisdiction codes are using online versions, rather than relying on a printed copy. For that reason, we provide immediate updates to the online code, thus reducing the need for printed copies. Additionally, since printed copies tend to become obsolete quickly, lose their pages due to inattentive users who remove pages without replacing them, and require precious staff time for updating, we are now providing online users with the ability to print all or selected portions of the code directly from the web.

### Your Code on the Web

Our codes feature the most user-friendly browsing and searching, allowing users to search with keyword(s) and Boolean technology. Search results are ordered by relevance and are highlighted in the results. There are many other features and enhancements (see Features below).

All CPC online codes are available at: <http://www.codebook.com/listing>

Online enhancements are available at: <http://www.codebook.com/enhancements>

An online tour of features is available at: <http://www.codebook.com/tour>

### Electronic Publishing

CPC can post changes to the municipal code on the web at the same time that we send printed supplements or on a much faster schedule. Our "Print/Save Selections" feature (see Features below) allows users to print or save any sequential or nonsequential code portions to PDF, MS Word and more.

### Desktop Version

Code Publishing provides reliable web hosting that is "always on" for over 500 client codes. Our web services are based in the Amazon Web Services (AWS) cloud, where several separate facilities in the Pacific Northwest provide redundancy and off-site backup. We can match the look and feel of your website to create a seamless transition when accessing the code. In addition, we will take into consideration any ideas you have to improve the web interface, and offer a full selection of unique tools. This means your code is easier to access, navigate and share.

# CODE PUBLISHING COMPANY

The screenshot shows the Pierce County Code website. At the top, there is a navigation bar with icons for Government, Safety & Judicial, Community Services, Doing Business, and Visit & Play. The main header features the Pierce County logo, the title "Pierce County Code", a search bar, and a "Share" button. Below the header, a "Contents" sidebar on the left lists various titles and sections, some marked as "Revised" or "Amended". The main content area displays the "PIERCE COUNTY CODE" title, a circular seal of Pierce County, and a disclaimer stating the code is current through 2016-2015. It also provides contact information for the County Website and Telephone, and a link to Code Publishing Company. A "Mobile Version" button is located at the bottom right of the page.

## Navigation:

Our online interface has been refined over the years to help you find the answers you need quickly and easily. An expanding table of contents of all titles, chapters, sections, tables and indexes is located on the left side of the screen, and will help you easily find anything you want. In addition, you can quickly scroll between documents or search results using the navigation bar at the top of the screen. A highlighted table of contents follows you as you browse, and code location information is provided at the top of the screen so that you can easily move among levels of the code. In addition, we provide linked cross-references and locked table headers (especially useful for large zoning tables) for easy scrolling.

This close-up shows the "Contents" sidebar. It includes instructions on how to use plus (+) and minus (-) symbols to expand or collapse entries, and checkboxes to select sections for saving or printing. Below this, there are buttons for "Print/Save Selections" and "Clear all". The sidebar lists the following sections:

- + Home Rule Charter
- Municipal Code
  - Title 1 General Provisions
  - Title 2 Reserved
  - Title 3 Administration and Personnel
    - 3.24 Planning Commission
      - 3.24.010 Created - Statutory authority.
      - 3.24.020 Composition and terms of office.
      - 3.24.030 Qualification, restrictions and compensation.
      - 3.24.040 Organization, meeting and rules and regulations.
      - 3.24.050 Staff and finances.
      - 3.24.060 Powers and duties.
    - + 3.30 Code Enforcement Officer
  - Title 4 Reserved

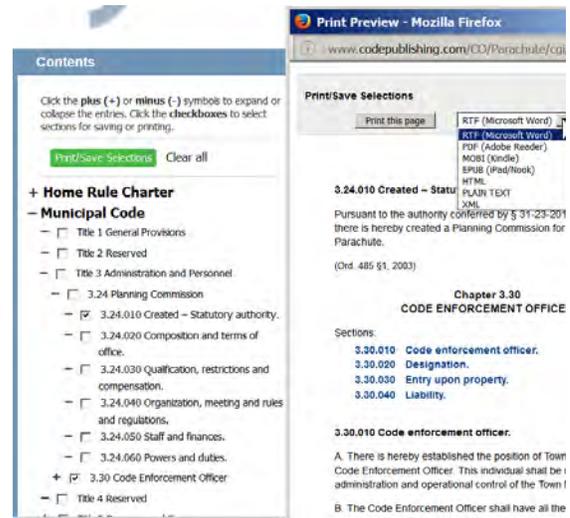
## Searching:

Our web interface includes dtSearch, a powerful search engine that enables many different customization options for searching. Along with basic keyword and phrase searches, we also offer full Boolean capabilities, scope searching of specific sections within the code, and stemming and synonym searching, so words relating to your topic can be easily found. There are also several ways to display results. While the default result list is sorted by the most relevant hits (like Google), you can also sort by code section number, or show only those code sections with hits.



## Features:

Our basic web hosting includes a “Print/Save Selections” feature, which allows users to download or print custom nonsequential titles, chapters and sections of your code. Since these printouts are generated from the web, they will differ from the printed book in small ways. However, we are able to include PDF titles of the book for printing or archival purposes on the web. Our “Share” feature allows sections of the code to be sent through email or posted on social media. Other standard features include linking from internal citations to the cited code section, and from state code citations directly to the state code. We have developed several special features and enhancements at the request of our clients. For a full list, please refer to the Enhancements page 3.



## Mobile Versions

The mobile versions are designed specifically for touch screens and include all of the best features from our regular desktop version. Our mobile version is available on any device, including desktop computers, and is ADA compliant.

The "Print/Save Selections" feature also allows download of selected code sections in any format for any device, including native file types for all major tablets and eReaders. This makes it easier for staff, enforcement officers, and professionals to access the code on the go.



## Contact Information

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Product tour: <http://www.codebook.com/tour>

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## Chapter 10.04

### TRAFFIC REGULATION AND ENFORCEMENT\*

#### Sections:

- 10.04.010 Enforcement authority.
- 10.04.020 Records of violations.
- 10.04.030 Investigation of accidents.
- 10.04.040 Accident studies.
- 10.04.050 Accident report – Filing.
- 10.04.060 Annual traffic report.
- 10.04.070 Law enforcement – Traffic direction authority.
- 10.04.080 Obedience required.
- 10.04.090 Coaster – Roller skates.
- 10.04.100 Authority to install traffic-control devices.
- 10.04.110 Obedience to traffic-control devices.
- 10.04.120 Establishment of crosswalks – Safety zones – Traffic lanes.

\*For statutory provisions authorizing cities to adopt reasonable traffic regulations not in conflict with state law see A.R.S. 28-626 – 28-627.

#### **10.04.010 Enforcement authority.**

It shall be the duty of the police department to enforce the street traffic regulations of the city and of all of the state vehicle laws applicable to street traffic in the city, to make arrests for traffic violations, to investigate accidents and to assist in developing ways and means to improve traffic conditions and to carry out all duties specially imposed upon said department by this title. [Code 1981 §10.04.010.]

#### **10.04.020 Records of violations.**

A. The police department shall keep a record of all violations of the traffic laws of the city or of the state vehicle laws of which any person has been charged, together with a record of the final disposition of all such alleged offenses. Such record shall accumulate during at least a five-year period, and from that time on the record shall be maintained complete for at least the most recent five-year period.

B. All forms for records of violations and notices shall be serially numbered. For each month and year a written record shall be kept available to the public showing the disposal of all such forms.

C. All records and reports shall be public records. [Code 1981 §10.04.020.]

#### **10.04.030 Investigation of accidents.**

It shall be the duty of the police department to investigate traffic accidents, to arrest and assist in the prosecution of those persons charged with violations of law causing or contributing to such accidents. [Code 1981 §10.04.030.]

#### **10.04.040 Accident studies.**

Whenever the accidents at any particular location become numerous the chief of police shall conduct studies of such accidents and determine remedial measures. [Code 1981 §10.04.040.]

#### **10.04.050 Accident report – Filing.**

A. The police department shall maintain a suitable system of filing traffic accident reports. Accident reports or cards referring to them shall be filed alphabetically by location.

B. The police department shall receive and properly file all accident reports made to it under state law or under any law of the city, but all such accident reports made by drivers shall be for the confidential use of the police department and no such report shall be admissible in any civil or criminal proceeding other than upon request of any person making such report or upon request of the court having jurisdiction, to prove a compliance with the laws requiring the making of any such report. [Code 1981 §10.04.050.]

#### **10.04.060 Annual traffic report.**

The police department shall annually prepare a traffic report which shall be filed with the city clerk. Such report shall contain information on traffic matters in the city as follows:

A. The number of traffic accidents, the number of persons killed, the number of persons injured and other pertinent traffic accident data;

B. The number of traffic accidents investigated and other pertinent data on the safety activities of the police;

## PERSONNEL ROSTER

**Code Publishing maintains a lean structure and is dedicated to training every employee to service our clients. Below is a list of the senior representatives who will be assigned to the codification project. All employees work out of our Seattle, Washington office.**

**Margaret O. Bustion, Owner and President, 1989 – present.**

*B.A., University of Washington, Latin; M.B.A., C.P.A., Seattle University. 1975 – 1985, Managing Editor and Systems Manager, Book Publishing Company, Seattle, WA.*

Margaret founded CPC in 1989 in response to local jurisdictions' need for electronic options for codes and improved customer service. She manages all operations and employees and is available to address any of your needs or concerns. She personally calls each client annually to ensure complete satisfaction with our services.

**William Ferensen, Vice-President, 1989 – present.**

*B.S., Northern Illinois University, Marketing and Finance. 1970 – 1990, Federal Reserve Bank and Bank of America, Finance Officer. 1965 – 1969, U.S. Navy Pilot.*

Bill is the main point of contact for all accounting, subscription, and operations questions. He has managed these duties since the founding of the company and has decades of prior experience in finance and banking.

**Heidi Hanks, Lead Editor, Indexer, and Proofer, 2003 – present.**

*B.A., Carleton College, English, Magna cum Laude with Distinction in the Department. Editor and Proofreader, Book Publishing Company, 1994 – 1995; Editor, VersusLaw, Inc., 1996 – 1997; Amazon.com, 2000 – 2003, Copyeditor and Lead Copyeditor, Content Services Department.*

Heidi is our lead editor, assigned to train new proofreaders and to work on our most challenging projects. She has worked on codes across dozens of states and on codification projects of all kinds.

**Rosamund Hodge, Web and Custom Format Developer, 2007 – present.**

*B.A., University of Dallas, English, Summa cum Laude; M.St., University of Oxford, U.K., Medieval English Literature. Business IT Solutions World Wide, 2006 – 2007. Custom formats, custom features development, template development, formatting improvement, file conversion.*

Rosamund has developed many of the online features which set Code Publishing apart from the competition. She will be your main point of contact regarding any technical questions when it comes to the online code.

**Russell Joe, Legal Reviewer, 2014 – present.**

*B.A., Northwestern University; J.D., University of Colorado; Member, Washington State Bar Association.*

Russell brings 20 years of municipal experience to his role as legal reviewer. He has served on the city council of Issaquah, Washington (pop. 30,434), as a Judge Pro Tem, and as the prosecuting attorney for several cities. His experience brings unique insight into the legal issues facing municipalities.

**Steven Jones, Production Manager (since 2005); 1995 – present.**

*B.A., Rice University, English, Medieval Studies and Publishing. National Merit Scholar. Editor, IT Staff, and Proofreader.*

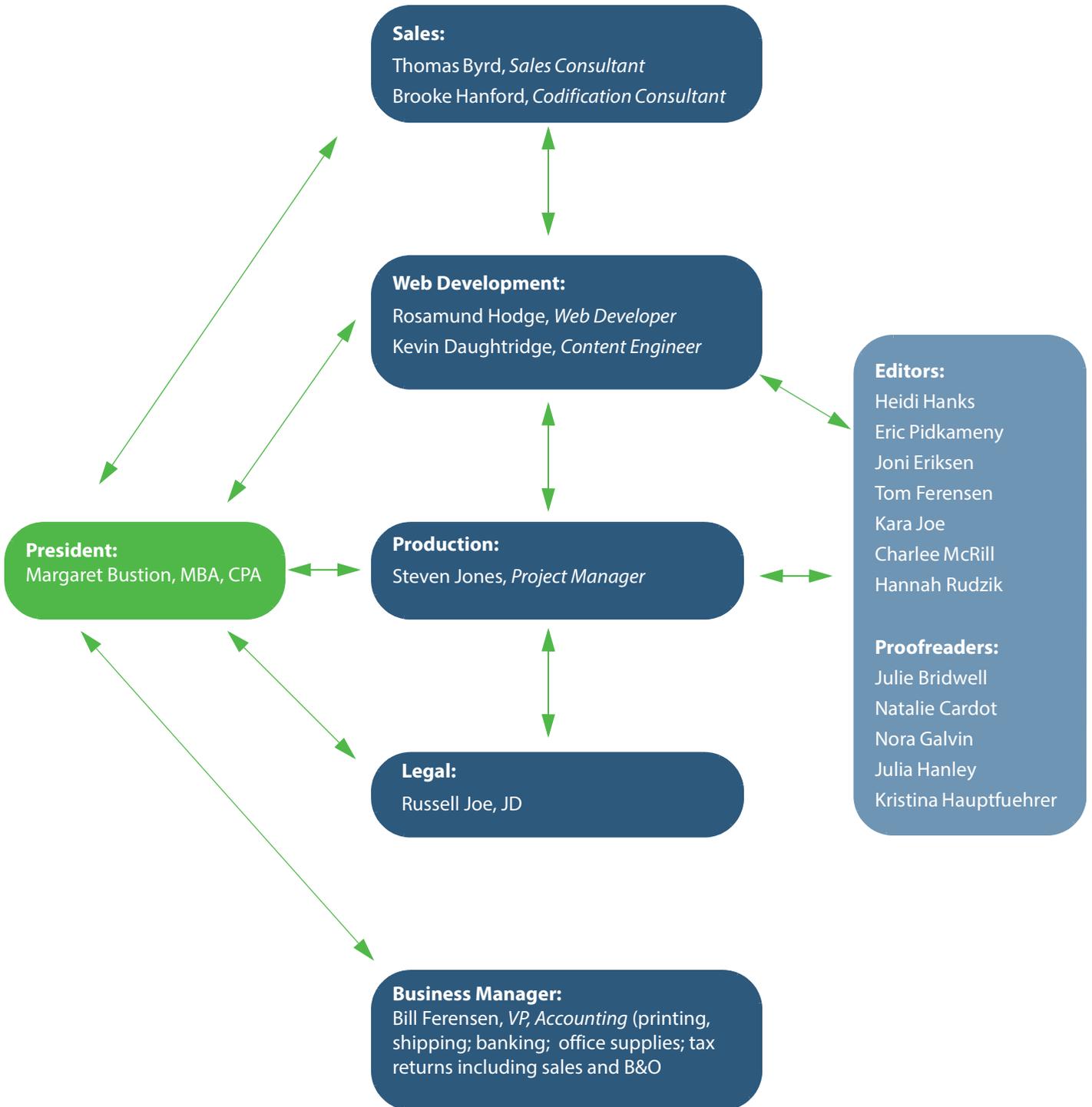
Steven is the project manager for all codification and supplement projects. All labor is delegated through him. He has two decades of experience in all aspects of codification. He is your main point of contact for all things related to your code and ordinances.

**Kevin Daughtridge, Content Engineer; 2013 – present.**

*B.A., University of Washington, Linguistics. Content Engineer, Editor, and Proofreader.*

Kevin designs, develops and maintains the technologies underlying Code Publishing's editorial process. He focuses on capturing and processing the information in codes in new ways to enable innovative web features and to maintain the speed and accuracy of our services.

# Code Publishing Company Organization Chart



**Key:**  
 = Line of communication

## BENEFITS OF USING A PROFESSIONAL CODIFIER

### Weighing the benefits of professional codification versus “in-house” updates?

The goal is an accurate and current municipal code book. In-house updates consume a significant amount of time and effort. Often prompted by budget concerns, the end result may not be cost effective or consistent.

#### Time

A significant portion of staff time may be spent supplementing, formatting, proofreading, publishing, and printing the code. How much is this time worth? The priority of a codifier is to keep the code up-to-date, allowing city staff to remain focused on other aspects of running the city. Generally, code editors are able to review material and provide supplements more quickly than in-house staff.

#### Skill

Specialized work attempted in-house may not display the level of accuracy or quality desired. Inconsistencies may be overlooked. A professional editor ensures that all appropriate material and legislation that impacts the code is incorporated. Editors uncover potential problems with cross-references, missing language, and conflicting provisions.

#### Consistency and Reliability

In-house supplements may be placed on the back burner resulting in late or missing supplements. Codifiers will send timely reminders to ensure the code is current. Professional editors create and maintain consistent formatting of the code.

#### Electronic Expertise

The staff may not have the experience to create a convenient electronic form of the code that is quick and easy to use. Expensive training may be required. A searchable code created by a professional will save a substantial amount of time when accessing information.

#### Third Party Review

The codifier acts as an outside third party to review the ordinances as a whole. Cities may lose track of the big picture if the drafting process is long and complicated. A codifier only sees the end result, so may catch inconsistencies overlooked by employees who get bogged down in the details of an ordinance. (“You can’t see the forest for the trees.”)

#### Solution-based Problem Solving

A codifier works with many different codes. This familiarity enables problem solving based on similar circumstances with other jurisdictions.

## TIMELINES AND WORKFLOW

Recodification	Delivery
<b>Preparation</b>	
<ul style="list-style-type: none"> <li>The municipality delivers the signed contract and materials.</li> </ul>	2 weeks from award
<ul style="list-style-type: none"> <li>CPC provides page layout and consistent formatting style to be approved by the municipality.</li> </ul>	4 weeks
<ul style="list-style-type: none"> <li>Any new files are converted to CPC’s publishing system. CPC editorial staff reviews entire code for formatting and missing material.</li> </ul>	3 months
<b>Publishing the Recodified Code of Ordinances</b>	
<ul style="list-style-type: none"> <li>Editor prepares proposed organization for review by the municipality. Customer-approved style sheet returned.</li> <li>Editor creates ordinance table, organizes code material, marks up manuscript; creates and reviews text files. Editor reads and edits code, looking for textual errors, prints a copy, sends to proofing. Proofer marks corrections, returns project to editor. Editor makes corrections, sends back to proofing. Final corrections made and checked. Editor prints code. Printed copy given a final check and stamped as “Proof Copy”; sent to the municipality with list of questions, comments.</li> </ul>	
<b>Legal Review (Optional)</b>	
<ul style="list-style-type: none"> <li>CPC attorney reviews the code as stated. Report of completed review sent to the municipality. Addressed by the municipality at its leisure.</li> </ul>	3 months (concurrent with publishing)
<b>Review of Proof</b>	
<ul style="list-style-type: none"> <li>Regular contact maintained with the municipality while it is reviewing the proof copy. The municipality returns proof copy and answers to questions.</li> <li>Editor makes changes to code resulting from the municipality’s answers/requests, incorporates material passed since proof sent. Editor calls or emails customer to clarify questions.</li> </ul>	3 months
<b>Print and Bind</b>	
<ul style="list-style-type: none"> <li>Code is reindexed. Code is given a final proof. Books shipped and invoiced to the municipality.</li> <li>Manuscript stored. Editor creates idiosyncrasy page to insert in the front of master copy of the code.</li> </ul>	2 - 4 weeks
<b>Internet Hosting: HTML Files Created</b>	
<ul style="list-style-type: none"> <li>Code converted to HTML and uploaded to public server. Requested enhancements are added. Online code is proofed and customer is notified. Electronic files sent to customer if requested.</li> <li>Customer Relations contacts the municipality to ensure customer satisfaction.</li> </ul>	One week
<b>Updates and Traditional Supplements</b>	
<b>Preparation</b>	
<ul style="list-style-type: none"> <li>The municipality uploads electronic files (in both word processing format and scanned PDF) of each new signed original ordinance/resolution or other document to CPC. Receipt of files is confirmed by CPC via email to the municipality prior to codification.</li> </ul>	One day
<b>Updates and</b>	
<ul style="list-style-type: none"> <li>New ordinances are edited, proofed, codified into the online code as they are passed.</li> </ul>	3 - 5 days of receipt or on effective date
<b>Traditional Supplements</b>	
<ul style="list-style-type: none"> <li>Editorial updates to the printed code version are prepared, including indexes, tables, history notes and cross-references. Scheduled per customer request.</li> </ul>	4 - 6 weeks

# California

- **City of Aliso Viejo**  
www.cityofaliso Viejo.com
- **City of Angels Camp**  
www.angelscamp.gov
- **City of Arcata**  
www.cityofarcata.org
- **City of Bell Gardens**  
www.bellgardens.org
- **City of Benicia**  
www.ci.benicia.ca.us
- **City of Berkeley**  
www.ci.berkeley.ca.us
- **City of Biggs**  
www.biggs-ca.gov
- **City of Burbank**  
www.ci.burbank.ca.us
- **City of Calimesa**  
www.cityofcalimesa.net
- **City of Calistoga**  
www.co.calistoga.ca.us
- **City of Capitola**  
www.ci.capitola.ca.us
- **City of Carmel-by-the-Sea**  
www.carmelcalifornia.com
- **City of Carson**  
www.ci.carson.ca.us
- **City of Cerritos**  
www.ci.cerritos.ca.us
- **City of Chula Vista**  
www.chulavistaca.gov
- **City of Cloverdale**  
www.cloverdale.net
- **City of Clovis**  
www.ci.clovis.ca.us
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www.coronado.ca.us
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www.ci.cotati.ca.us
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www.ci.covina.ca.us
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www.cudahy.ca.us
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www.dinuba.org
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- **City of Dorris**  
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- **City of Elk Grove**  
www.elkgrovecity.org
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www.ci.emeryville.ca.us
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etnacity@sisqtel.net
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www.fairfield.ca.gov
- **City of Folsom**  
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city.fortbragg.com
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www.hermosabch.org
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www.holtville.ca.gov
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www.cityofkerman.net
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www.lake-elsinore.org
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www.cityoflakeport.com
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www.ci.pleasant-hill.ca.us
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- **City of Rancho Cordova**  
www.cityofranhocordova.org
- **City of Rio Dell**  
www.riodellcity.com
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www.cityofsancarlos.org
- **City of San Jacinto**  
www.ci.san-jacinto.ca.us
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www.san-juan-bautista.ca.us
- **City of San Luis Obispo**  
www.ci.san-luis-obispo.ca.us

# California

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- **City of Santa Clara**  
[www.cityofsantacruz.com](http://www.cityofsantacruz.com)
- **City of Santa Clarita**  
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- **City of Santa Cruz**  
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[www.sonomacity.org](http://www.sonomacity.org)
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[www.cityofsouthgate.org](http://www.cityofsouthgate.org)
- **City of South Lake Tahoe**  
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- **City of St. Helena**  
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- **City of Walnut Creek**  
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[www.cityofwillows.org](http://www.cityofwillows.org)
- **City of Winters**  
[www.cityofwinters.org](http://www.cityofwinters.org)
- **Town of Atherton**  
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- **Alpine County**  
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- **Amador County**  
[www.co.amador.ca.us](http://www.co.amador.ca.us)
- **Colusa County**  
[www.colusacountyclerk.com](http://www.colusacountyclerk.com)
- **Santa Cruz County**  
[www.co.santa-cruz.ca.us](http://www.co.santa-cruz.ca.us)
- **Solano County**  
[www.co.solano.ca.us](http://www.co.solano.ca.us)
- **Tulare County**  
[www.co.tulare.ca.us](http://www.co.tulare.ca.us)
- **Castro Valley Sanitary District**  
[www.cvsan.org/](http://www.cvsan.org/)
- **Dublin San Ramon Services District**  
[www.dsrdsd.com](http://www.dsrdsd.com)
- **Hi-Desert Water District**  
[www.hdwd.com](http://www.hdwd.com)
- **Marin County Sanitary District No. 5**  
[www.sani5.org](http://www.sani5.org)
- **San Mateo County Harbor District**  
[www.smharbor.com/index.htm](http://www.smharbor.com/index.htm)
- **Sausalito-Marin City Sanitary District**  
[www.sausalitomarincitysanitarydistrict.com](http://www.sausalitomarincitysanitarydistrict.com)
- **Twentynine Palms Water District**  
[www.29palmswater.org](http://www.29palmswater.org)
- **West County Wastewater District**  
[www.wc wd.org](http://www.wc wd.org)
- **Western Municipal Water District**  
[www.wmwd.com](http://www.wmwd.com)
- **Valley Sanitary District**  
[www.valley-sanitary.org](http://www.valley-sanitary.org)
- **IIMC**  
[www.iimc.com](http://www.iimc.com)

## CUSTOMERS

- **Alabama**

City of Columbiana

- **Alaska**

Akiachak Native Community

City of Barrow

City of Bethel

Bristol Bay Borough

City of Craig

Denali Borough

City of Dillingham

City of Emmonak

Fairbanks North Star Borough

Haines Borough

City of Homer

City of Houston

City of Ketchikan

Ketchikan-Gateway Borough

City of Kodiak

Kodiak Island Borough

Matanuska-Susitna Borough

City of Nome

City of North Pole

Northwest Arctic Borough

City of Palmer

City of Ruby

City of Saxman

City & Borough of Sitka

Municipality of Skagway Borough

City of Valdez

City of Whittier

City & Borough of Wrangell

- **Arizona**

City of Flagstaff

City of Goodyear

Town of Huachuca City

City of Kingman

City of Litchfield Park

Town of Oro Valley

City of Phoenix

Pinal County

Town of Pinetop-Lakeside

Town of Sahuarita

City of Sedona

Town of Taylor

City of Winslow

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City of Aliso Viejo

Alpine County

Amador County

City of Angels Camp

Town of Atherton

City of Bell Gardens

City of Benicia

City of Berkeley

City of Biggs

City of Burbank

City of Calimesa

City of Calistoga

City of Capitola

City of Carmel-by-the-Sea

City of Carson

Castro Valley Sanitary District

City of Cerritos

City of Chula Vista

City of Cloverdale

City of Clovis

City of Concord

Colusa County

City of Coronado

City of Cotati

City of Covina

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City of Gilroy

City of Gonzales

City of Greenfield

City of Half Moon Bay

City of Healdsburg

City of Hercules

City of Hermosa Beach

Hi-Desert Water District

City of Highland

City of Holtville

City of Hughson

City of Kerman

City of La Habra Heights

City of Laguna Hills

City of Lake Elsinore

City of Lakeport

City of Larkspur

City of Livermore

City of Lynwood

Marin County Sanitary District  
No. 5

City of Marina

City of Marysville

City of Millbrae

City of Montague

City of Monterey

City of Mt. Shasta

City of Newman

City of Newport Beach

City of Norco

City of Oakley

City of Pacific Grove

City of Palmdale

City of Palos Verdes Estates

City of Patterson

City of Petaluma

City of Pittsburg

City of Pleasant Hill

City of Point Arena

City of Poway

City of Rancho Cordova

City of Rio Dell

City of San Carlos

City of San Jacinto

City of San Juan Bautista

City of San Luis Obispo

San Mateo County Harbor District

City of San Pablo

City of Santa Clara

City of Santa Clarita

City of Santa Cruz  
Santa Cruz County  
City of Sausalito  
Sausalito-Marín City Sanitary District  
City of Seaside  
City of Sebastopol  
City of Solana Beach  
Solano County  
City of Sonoma  
City of South Gate  
City of South Lake Tahoe  
City of South Pasadena  
City of St. Helena  
City of Torrance  
City of Trinidad  
City of Tulelake  
Tulare County  
City of Turlock  
29 Palms Water District  
City of Ukiah  
City of Vacaville  
Valley Sanitary District  
City of Wasco  
West County Wastewater District  
Western Municipal Water District  
City of Willows  
City of Winters

• **Colorado**

Town of Frederick  
City of Glendale  
Town of Granby  
City of Grand Junction  
City of Gunnison  
City of Ouray  
Town of Parachute

• **Idaho**

City of Donnelly  
Garden City  
City of Lewiston  
Teton County

• **Illinois**

City of Harvey  
City of Lewistown  
Village of Riverdale

• **Indiana**

City of Angola

City of Attica  
City of Evansville  
Town of Highland  
Jasper County  
Town of Osceola  
City of Plymouth  
City of Rensselaer  
City of Southport  
Vanderburgh County  
Town of Whitestown

• **Iowa**

Black Hawk County

• **Kansas**

City of Baxter Springs  
City of Gardner  
Miami County  
City of Nickerson  
Prairie Band Potawatomi Nation  
City of Tonganoxie  
City of Topeka

• **Maryland**

Takoma Park

• **Massachusetts**

City of Everett  
Town of Northborough  
Town of Southbridge

• **Michigan**

City of Pontiac  
Port Huron Township

• **Montana**

Town of Scobey  
Town of West Yellowstone

• **Nevada**

Humboldt County  
Storey County

• **New Mexico**

Village of Cimarron  
Town of Mesilla  
City of Rio Rancho

• **North Dakota**

Three Affiliated Tribes (MHA Nations)

• **Oregon**

City of Albany  
City of Beaverton  
City of Bend  
City of Brookings  
City of Brownsville  
City of Burns  
City of Central Point  
City of Coos Bay  
City of Cornelius  
City of Cottage Grove  
City of Creswell  
Crook County  
City of Culver  
City of Dundee  
City of Eagle Point  
City of Fairview  
City of Garibaldi  
City of Gladstone  
City of Harrisburg  
City of Hermiston  
City of Hubbard  
Jefferson County  
City of Junction City  
City of Lake Oswego  
City of Lincoln City  
City of Lyons  
Marion County  
City of Monmouth  
City of Myrtle Creek  
City of Newberg  
City of North Bend  
City of Philomath  
City of Phoenix  
City of Pilot Rock  
City of Prineville  
City of Rainier  
City of Rogue River  
Rogue Valley Sewer Services  
City of Silverton  
City of St. Helens  
City of Sutherlin  
City of Veneta  
City of West Linn  
City of Yoncalla

• **Pennsylvania**

Annville Township  
Birdsboro Borough

## CODE PUBLISHING COMPANY

Braddock Hills Borough  
Bristol Township  
Canton Borough  
Cornwall Borough  
East Pikeland Township  
Fairfield Borough  
City of Meadville  
Northampton Township  
Richland Township  
Selinsgrove Borough  
Smithfield Township  
Wolf Township  
Wright Township  
Yardley Borough

### • **Utah**

City of Eagle Mountain  
Grand County  
Gunnison City  
City of Helper  
Town of Leeds  
Lindon City  
Town of Manila  
Town of Mayfield  
Midvale City  
City of Moab  
Naples City  
City of Provo  
City of Riverton  
City of Roosevelt  
City of Springville  
City of Syracuse  
City of West Point

### • **Vermont**

City of Burlington

### • **Virginia**

City of Staunton

### • **Washington**

Adams County  
City of Aberdeen  
City of Airway Heights  
City of Algona  
Alderwood Water and Wastewater  
District  
City of Asotin  
City of Auburn  
City of Bainbridge Island  
City of Battle Ground

Town of Beaux Arts Village  
City of Bellevue  
City of Bellingham  
City of Blaine  
City of Bonney Lake  
City of Bothell  
City of Bremerton  
City of Brewster  
City of Bridgeport  
City of Brier  
City of Buckley  
City of Burien  
City of Burlington  
Town of Carbonado  
Cascade Water Alliance  
City of Cashmere  
City of Castle Rock  
Town of Cathlamet  
City of Centralia  
City of Chehalis  
Confederated Tribes of the  
Chehalis Reservation  
City of Chelan  
Chelan County  
Clallam County  
Clark County  
City of Clarkston  
City of Clyde Hill  
City of Colfax  
Columbia County  
City of Colville  
Town of Concrete  
City of Connell  
City of Cosmopolis  
Town of Coulee City  
Town of Coulee Dam  
City of Covington  
Cowlitz County  
City of Davenport  
City of Deer Park  
City of Des Moines  
Douglas County  
City of DuPont  
City of East Wenatchee  
Town of Eatonville  
City of Edgewood  
City of Edmonds  
City of Electric City  
City of Ellensburg

City of Elma  
Town of Elmer City  
City of Entiat  
City of Enumclaw  
City of Ephrata  
City of Everett  
City of Everson  
City of Federal Way  
City of Ferndale  
City of Fife  
City of Fircrest  
City of Forks  
Town of Friday Harbor  
City of Gig Harbor  
City of Goldendale  
City of Grand Coulee  
City of Grandview  
City of Granite Falls  
City of Harrington  
City of Hoquiam  
Town of Hunts Point  
City of Ilwaco  
Town of Index  
City of Issaquah  
Jefferson County  
City of Kelso  
City of Kenmore  
City of Kent  
City of Kirkland  
Kitsap County  
City of Kittitas  
City of La Center  
Town of La Conner  
City of Lacey  
City of Lake Forest Park  
City of Lake Stevens  
Lake Stevens Sewer District  
City of Langley  
City of Leavenworth  
Lewis County  
City of Longview  
City of Lynnwood  
City of Maple Valley  
City of Marysville  
City of Mattawa  
City of Medina  
City of Mercer Island  
City of Mill Creek  
City of Milton

## CODE PUBLISHING COMPANY

City of Monroe  
City of Montesano  
City of Mount Vernon  
City of Mountlake Terrace  
City of Moxee  
City of Mukilteo  
City of Newcastle  
City of Newport  
City of Normandy Park  
City of North Bend  
City of Oak Harbor  
City of Ocean Shores  
Town of Odessa  
City of Okanogan  
Okanogan County  
City of Olympia  
City of Omak  
City of Othello  
City of Pacific  
Pacific County  
PUD No. 2 Pacific County  
City of Palouse  
City of Pateros  
City of Pomeroy  
City of Port Orchard  
City of Port Townsend  
City of Poulsbo  
City of Prosser  
City of Pullman  
City of Puyallup  
Puyallup Tribe  
City of Rainier  
City of Raymond  
City of Redmond  
City of Renton  
City of Ritzville  
City of Rock Island  
Town of Rosalia  
City of Roslyn  
City of Roy  
City of Sammamish  
San Juan County  
City of SeaTac  
City of Sedro-Woolley  
City of Sequim  
City of Shelton  
City of Shoreline  
Skagit County  
Skamania County

Town of Skykomish  
Snohomish County  
Snohomish County Hearing Examiner  
City of Snoqualmie  
City of Soap Lake  
City of South Bend  
Town of South Cle Elum  
Southwest Suburban Sewer District  
City of Spokane Valley  
City of Stanwood  
City of Sultan  
City of Sumas  
City of Sumner  
City of Sunnyside  
City of Tonasket  
City of Toppenish  
Tulalip Tribes  
Town of Twisp  
City of University Place  
City of Walla Walla  
City of Wapato  
City of Washougal  
Town of Waterville  
City of Wenatchee  
City of West Richland  
City of Westport  
Whatcom County  
Town of Wilbur  
Town of Wilkeson  
City of Winlock  
Town of Winthrop  
City of Woodinville  
Town of Woodway  
City of Yakima  
Yakima County  
Town of Yacolt  
Town of Yarrow Point  
City of Yelm  
City of Zillah

- **Wyoming**

Town of Byron  
Town of Wheatland

- **Wisconsin**

Village of Arena  
City of Brookfield  
City of East Troy  
City of Edgerton  
City of Manitowoc  
Town of Oregon  
City of Richmond

## TERMS AND CONDITIONS

### Terms

In consideration for services, customer shall compensate the Code Publishing Company (CPC) the sum(s) set forth in the written proposal or services addendum, attached to and made a part of this Agreement. Additional service(s) provided by CPC following the execution of this Agreement shall be compensated at the current price(s) in effect for CPC's services at the time of performance of the services, unless otherwise agreed to between the parties and set forth in this Agreement.

### Payment and Invoice Requirements

CPC shall invoice the customer upon delivery of the newly codified ordinances, printed supplements, and/or electronic services elected by the customer consistent with the terms set forth in the attached proposal or services addendum. Additional services agreed to between the parties shall be invoiced following service delivery. Payments shall be made by the customer to CPC within thirty (30) days of receipt of said invoice by the customer.

### Code to Remain Property of Customer

The code produced by CPC shall be the exclusive and sole property of the customer and the customer may use said code for any purposes it deems appropriate, including copying, distributing, or selling copies of said code.

### Indemnification

CPC shall indemnify, defend, and hold harmless the customer, its officers, employees, agents, assigns, and representatives from any and all costs, claims, judgments or awards of damages arising out of any negligent acts or omissions of CPC, its officers, employees and agents, assigns, and representatives in performing the terms of this Agreement.

The customer shall indemnify and hold harmless CPC, its officers, employees, agents, assigns, and representatives for any claims caused by delays to the codification process that may arise from the failure of the customer to supply CPC promptly with all necessary materials and/or information required for the completion of codification, supplementation, and webhosting services.

### Insurance

CPC shall procure and maintain, for the duration of this Agreement, general commercial liability insurance for the benefit of CPC and the customer against claims arising from or in connection with the performance of the terms of this Agreement by CPC, its officers, employees, agents, assigns, and representatives. The general commercial liability insurance policy limit amounts shall be no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate coverage. Proof of insurance coverage shall be maintained by CPC and provided upon request by the customer.

### Termination of Agreement

This Agreement may be terminated by either party upon sixty (60) days' advance written notice. The customer is required to remunerate to CPC payment for all services performed by CPC up to the date that the services performed by CPC are to discontinue. The customer acknowledges that CPC shall have a lien against all materials provided by the customer to CPC for codification to secure payment for services due until full payment for services performed by CPC has been received.

### Effective Date

This Agreement is effective upon the signatures of both parties to this Agreement from the most recent date signed by either of them and shall remain in effect continuously until terminated by either party.

## **AUTHORIZATION/AGREEMENT**

Sierra County, CA, hereby agrees to the procedures set forth in this proposal and authorizes Code Publishing Company to proceed with the recodification, supplementing and online hosting project for the Sierra County Code.

Initial project (includes conversion)	9,975*
Legal Review (optional)	2,000
Online hosting (per month, first year no charge)	40.00

The County agrees to submit ordinances for codification as they are passed.

**CODE PUBLISHING COMPANY**

**SIERRA COUNTY**

**By:** \_\_\_\_\_  
**Margaret O. Bustion, President**  
**9410 Roosevelt Way NE**  
**Seattle, WA 98115**

**By:** \_\_\_\_\_  
**100 Courthouse Sq.**  
**Room 11**  
**P.O. Drawer D**  
**Downieville, CA 95936**

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

Please sign and return two copies of this page (via USPS) or email this page to:

**Code Publishing Company**  
9410 Roosevelt Way NE  
Seattle, WA 98115  
OR  
mbustion@codepublishing.com

On execution by the company, a copy will be returned to the Clerk of the Board.

*\*All prices are estimates; final invoice is based on actual number of pages supplemented in the code.*

# municode

Municipal Code Corporation | P.O. Box 2235 Tallahassee, FL 32316  
info@municode.com | 800.262.2633  
www.municode.com

September 12, 2016

Ms. Heather Foster  
Sierra County  
Clerk-Recorder/Registrar of Voters  
Clerk of the Board of Supervisors

Email Sent Via: [hfooster@sierracounty.ca.gov](mailto:hfooster@sierracounty.ca.gov)

Dear Ms. Foster,

Thank you for speaking with Stephen Hall and expressing interest in utilizing Municode for supplementation services. We have reviewed the County's code and are pleased to submit the following information for your review.

Our team is driven by the desire to serve you and your citizens. We believe that quality customer relationships and exceptional service are what have set us apart in the legal codification industry since 1951. Our commitment to service inspires us to: provide you with the highest quality legal codification services in the industry; set the standard for online and mobile services; ensure that you receive the most accurate and timely supplements possible and to work with you as a long-term partner. Our desire to serve you is why we have chosen this profession.

## Why Municode?

**Integrity.** *"Our word is our bond."* We believe that long-term relationships built on trust are built to stand the test of time. Our goal is to serve you and your citizens for the next 30 years or more.

**Attorneys.** We have a team of full-time attorneys. All of your legal work is completed by our experienced team of in-house attorneys.

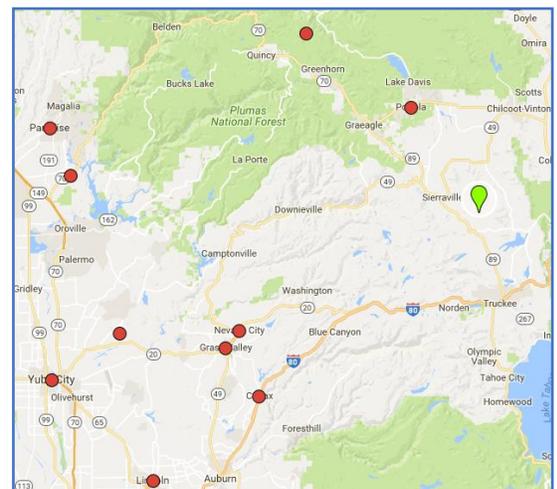
**Experience.** With over 4,100 customers in all 50 states, we are the most trusted and experienced codifier of local government codes in the nation. Our team of attorneys has an average of over 20 years of codification experience. With over 210 professionals committed to serving you, we have the depth of knowledge and experience that it takes to stay at the forefront of legal and technological developments.

**Relationships.** For over 65 years, we have earned the trust, loyalty and respect of our customers by focusing on what is most important to us: our customers. We have a team of customer service professionals dedicated to serving you, your team and your citizens. No matter what the challenge, we are here for you.

**Quality.** We are committed to excellence in every product that we create. Our team of legal editors and legal proofreaders, each averaging over eight years of service, is dedicated to providing you with the most accurate and timely product available in the nation.

**Technological Leadership.** MunicodeNEXT is the nation's most advanced, accessible and intuitive website. With MunicodeNEXT, your staff and citizens can have access to your code of ordinances, all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more. Our web tools are designed to make your job easier, your code more accessible and your citizens more informed.

**Commitment to California.** We are proud to serve 224 municipalities in California, including several near Sierra County. We also regularly attend, support and sponsor the California City Clerks Association, California Clerks of the Board of Supervisors, and Municipal Information Systems Association of California.



## Why Our Clients Love Us

**Applying our Legal Experience.** We have a large team of full-time attorneys. This is a crucial factor to consider when assessing the qualifications of a codification company that is being considered for legal publication and supplementation services. We have been in business for over 65 years and have worked for decades serving the biggest and most advanced municipalities in the nation, as well as 224 clients located in California. No other codification company has this level of experience and knowledge that can be harnessed for your benefit. In 2015, 67 municipalities that had no code, updated their code internally, or used another code publisher chose to join the Municode family based on our qualifications, experience, and reputation, including California City, East Bay Regional Park District, Los Osos Community District, and Yuba City in California.

**Team Approach.** We have 14 legal editorial teams consisting of 47 legal editors and proofreaders. By partnering with us, you are provided with a depth of legal talent that is unmatched in the industry. You and your citizens deserve the best and deserve to have a team that will be here to serve you no matter what the situation.

**Customer Service.** Our goal is to fully understand your unique needs. Your Municode representative, Stephen Hall, is able to meet with you in person anytime. Stephen can also provide onsite training or host webinars throughout the term of the contract.

*Your Representative.* Municode's California Sales Representative, Stephen Hall, is located in Marina Del Rey, California. He is available to answer questions and meet with you, as needed. Stephen worked in governmental sales for over 16 years and is dedicated to providing excellent customer service to all of his clients. He visits the area often and attends the Municipal League Conference, Clerks Conference and IIMC Conference. Stephen is supported by our entire team in Tallahassee.

*Real People.* If you have a question, our response time is normally less than a few minutes via e-mail (constantly monitored) or within the half-hour for phone correspondence. When you call us, you will find that our phones are answered by our employees...not an automated answering service.

*Personal Touch.* We are a family-owned, medium size business which means you always receive a level of personal service that is unparalleled in the industry. We earn our reputation by providing exceptional customer service, offering helpful suggestions and developing solutions for your unique situation.

**Responsible Citizen.** We are proud to support numerous Clerk, Attorney, Municipal and County Associations. Additionally, we partner with the International Institute of Municipal Clerks and International Municipal Lawyers Association to provide services to their members. Our Vice President of Sales, Dale Barstow, is the former President of the Municipal Clerks Education Foundation. We are also extremely active within our community, supporting the United Way, Boys Town, the Tallahassee Veteran's Village and Ability First through quarterly employee volunteer days.

If you have any questions or desire additional information, please call and speak with Sales Representative Stephen Hall or our Assistant Vice President of Sales, Steffanie Rasmussen. We are also happy to schedule a conference call or webinar with all interested parties, or meet with you personally. We are here to serve you!

Sincerely,



W. Eric Grant  
President

WEG/gm

Enc.

Cc: Steffanie Rasmussen, Assistant Vice President of Sales

[steff@municode.com](mailto:steff@municode.com)

800-262-2633 ext. 1148

Stephen Hall, West Coast Regional Sales Representative

[shall@municode.com](mailto:shall@municode.com)

(310) 422-2095

# Executive Summary

## Republication, Supplementation and MunicodeNEXT:

*Logic: Give your municipality a fresh start. Clean up the pagination, reprint all pages and replace binders and tabs, if needed. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: **MunicodeNEXT**.*

- Ⓢ Conversion into Municode database & republication. .... **No charge**<sup>1</sup>
- Ⓢ Supplementation ..... **\$19 per page**
- Ⓢ Online hosting and support ..... **1 year free, then \$550**<sup>2</sup>
- Ⓢ Timeline..... **within 12 weeks**

## Pricing = Apples to Apples:

We realize that different companies call services by different names. Here are some important considerations to keep in mind when comparing proposals:

- Ⓢ Conversion into Municode database and republication of the code is **no charge**;
- Ⓢ Supplement charges - **single column per page rate of \$19**;
- Ⓢ The **online code fee is waived for the first year** and then **only \$550** for our basic service,
- Ⓢ If you want to further enhance the transparency of your online code, you can upgrade to the MyMunicode package bundle for **only \$1,325!**
- Ⓢ Municode **does not** charge an extra fee for posting supplements online or printing your supplement pages, nor do we charge a supplement handling fee. All of these services are already included in your supplement per page rate.

We will handle 100% of the publishing for you. This includes editing, page composition, proofreading, indexing, and delivering the information as printed or electronic copy. We understand the scope of this project to include a complete republication of your code, continued supplementation, and online hosting of your code. Upon completion of the republication project, supplementation services will commence.

When we republish your code, pages are recomposed to eliminate short pages, pages with blank backs and oddly numbered (point) pages. Following the re-composition, the entire code is reprinted and supplement number designations start over with supplement No. 1.

### The process includes:

- Ⓢ Conversion to our database;
- Ⓢ Removal of supplement numbers;
- Ⓢ Updating of preliminary pages (title page, officials' page, and preface);
- Ⓢ New page numbers;
- Ⓢ Editing & proofreading;
- Ⓢ 10-point font, single column (unless otherwise instructed);
- Ⓢ Incorporation of maps, diagrams, charts and tables;
- Ⓢ Updating the index;
- Ⓢ Proofs provided for your review;
- Ⓢ Posting your newly republished code on MunicodeNEXT;
- Ⓢ Printing 5 new copies with tabs.

### The process does not include:

- Ⓢ Reorganizing the structure of your code;
- Ⓢ Review by an attorney;
- Ⓢ Substantive editing or changes to the text.

<sup>1</sup> Please see page 4 for additional pricing details.

<sup>2</sup> Please see page 5 for additional features and pricing available on our MunicodeNEXT platform.

## Quotation Sheet

### Conversion and Republication

- Conversion of code to Municode database No charge<sup>3</sup>
  - Removal of supplement numbers No charge
  - Updating of preliminary pages (title page, officials' page, and preface) No charge
  - New page numbers No charge
  - Creation of a consistent style No charge
  - 5 printed copies of the new code with tabs No charge
  - Inclusion of adopted legislation, per page added or amended \$19
  - Current code can be posted online as a PDF during conversion & republication project
  - 3-post expandable binders with stamping, \$70 each qty \_\_\_\_\_ \$ \_\_\_\_\_
  - 3-ring leatherette binders with stamping, \$60 each qty \_\_\_\_\_ \$ \_\_\_\_\_
  - 3-ring vinyl binders<sup>4</sup>, \$20 each qty \_\_\_\_\_ \$ \_\_\_\_\_
- Binder Color:**       Semi-Bright Black     Dark Blue     Hunter Green     Burgundy
- Binder Stamping Color:**     Gold     Silver     White

### Supplement service base page rate<sup>5</sup>

Page Format	Base Page Rate
Single Column	\$19 per page

### Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Schedule as selected by you<sup>6</sup>
- Updating electronic versions<sup>7</sup> and online code
- Printing 1 - 5 copies

### Base page rate above excludes:

- Freight, pre-billed Actual freight
- State sales tax If applicable
- Graphics<sup>8</sup> & tabular<sup>9</sup> matter, per graphic or table \$10
- Regulatory Compliance and Support Fee \$250
- Code on internet, *first year fee waived* Selections on page 5

### Electronic media options for Code of Ordinances (sent via download)<sup>10</sup>

- Folio Bound Views \$295 initially then \$100 per update
- WORD (DOCX) \$150 initially then \$75 per update
- Adobe PDF of the code \$150 initially then \$75 per update
- Adobe PDF of each supplement \$150 initially then \$75 per update

**Payment for Supplements and Additional Services:** Invoices will be submitted upon shipment of project(s).

<sup>3</sup> Provided Municode can rely upon the version of the code furnished and it is in an editable, electronic format. Conversion will take approximately 12 weeks upon receipt of all required materials.

<sup>4</sup> Only black binders are available in vinyl and a cover insert will be provided in lieu of name stamping on the cover.

<sup>5</sup> All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

<sup>6</sup> Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

<sup>7</sup> We do not charge a per page rate for updating the internet, however a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

<sup>8</sup> Includes printing all copies. Additional fees may apply if graphics are printed color.

<sup>9</sup> Tabular matter is defined as tables, algebraic formulas, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

<sup>10</sup> "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as HTML, PDF, XML, Folio or Word, via one of the afore-mentioned mediums.

## Online Services Quotation Sheet

The current code can be posted online as a PDF during the recodification project at no charge to you.

Please check the appropriate box(es) to indicate your selection. To learn more about our online services, you can participate in one of our free webinars [here](#) or view a pre-recorded version of the webinar [here](#).

### Value Pricing:

- MyMunicode**<sup>11</sup> includes: (first year fee waived) **\$1,325 annually**<sup>12</sup>  
MunicodeNEXT (Online Code), OrdBank, CodeBank, CodeBank Compare + eNotify<sup>13</sup>, MuniPRO,  
and Custom Banner

### A la carte pricing:

In lieu of purchasing the above package, online services can be purchased a la carte at the following rates:

- |                          |  |              |
|--------------------------|--|--------------|
| <input type="checkbox"/> | <b>Online Code = MunicodeNEXT</b> (annually) <i>first year fee waived</i>  | <b>\$550</b> |
|                          | Collapsible TOC (Frameless Version); Mobile friendly site; In-line images & PDF's; Social Media sharing; Scrolling tables & charts; Narrow, Pinpoint & Advanced Searching; Search by Relevance or Document order, Multiple facets added to narrow search parameters, Previous and Hit buttons, Persistent breadcrumb trail, Save as WORD (DOCX); Hide the TOC; Print & Email; Internal Linking within the code; Static Linking/Bookmarking; Server Stability & Disaster Recovery Plan; Phone & Web support; Co-server backup location in Atlanta, GA |              |
| <input type="checkbox"/> | <b>CodeBank</b> (annually)   | <b>\$150</b> |
| <input type="checkbox"/> | <b>CodeBank Compare + eNotify</b> <sup>14</sup> (annually)   | <b>\$250</b> |
| <input type="checkbox"/> | <b>MuniPRO Service</b> (annually)  | <b>\$295</b> |
| <input type="checkbox"/> | <b>Custom Banner</b> (onetime fee)   | <b>\$250</b> |

**MuniDocs** – only select one option below for MuniDocs.

- |                          |   |               |
|--------------------------|---|---------------|
| <input type="checkbox"/> | MuniDocs (up to 25 documents per year updated quarterly)  | <b>\$350</b>  |
| <input type="checkbox"/> | MuniDocs (up to 100 documents per year updated quarterly) | <b>\$750</b>  |
|                          | o Additional documents, each with either option           | <b>\$7.50</b> |

**(If MuniDocs is elected, please circle the list of categorized and dated documents to be posted)**

Minutes - Council Minutes - Committee Minutes – Agendas – Resolutions – Budgets - Other \_\_\_\_\_

### ORDINANCES PENDING CODIFICATION

#### Option 1) **OrdBank**

- |                          |   |              |
|--------------------------|---|--------------|
| <input type="checkbox"/> | Per ordinance fee   | <b>\$35</b>  |
| <input type="checkbox"/> | Flat annual fee (recommended if MyMunicode is not selected) | <b>\$325</b> |

#### Option 2) **OrdBank + OrdLink**

- |                          |   |              |
|--------------------------|---|--------------|
| <input type="checkbox"/> | Per ordinance fee   | <b>\$60</b>  |
| <input type="checkbox"/> | Flat annual fee (recommended if MyMunicode is not selected) | <b>\$425</b> |

**Municode does not charge an extra fee to update the internet – this is included in your supplement rate.**

<sup>11</sup> Municode does not charge a per page rate for updating the online code (Internet). Your per page supplement rate for the codification of new legislation is not affected by selecting our budget friendly and feature enriched MyMunicode bundle package.

<sup>12</sup> Total value if each item were to be purchased a la carte would be approximately \$1,570 per year with participation in our OrdBank service.

<sup>13</sup> Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

<sup>14</sup> Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

# municode

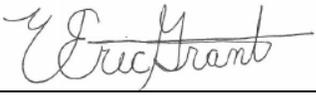
Municipal Code Corporation | P.O. Box 2235 Tallahassee, FL 32316  
info@municode.com | 800.262.2633  
www.municode.com

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the Client.

**Term of Agreement.** This Agreement shall begin upon execution of this Agreement and end three years after the publication date of the new code. Thereafter, the supplement service shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: 

Title: President

Date: September 12, 2016

Accepted by:

SIERRA COUNTY, CALIFORNIA

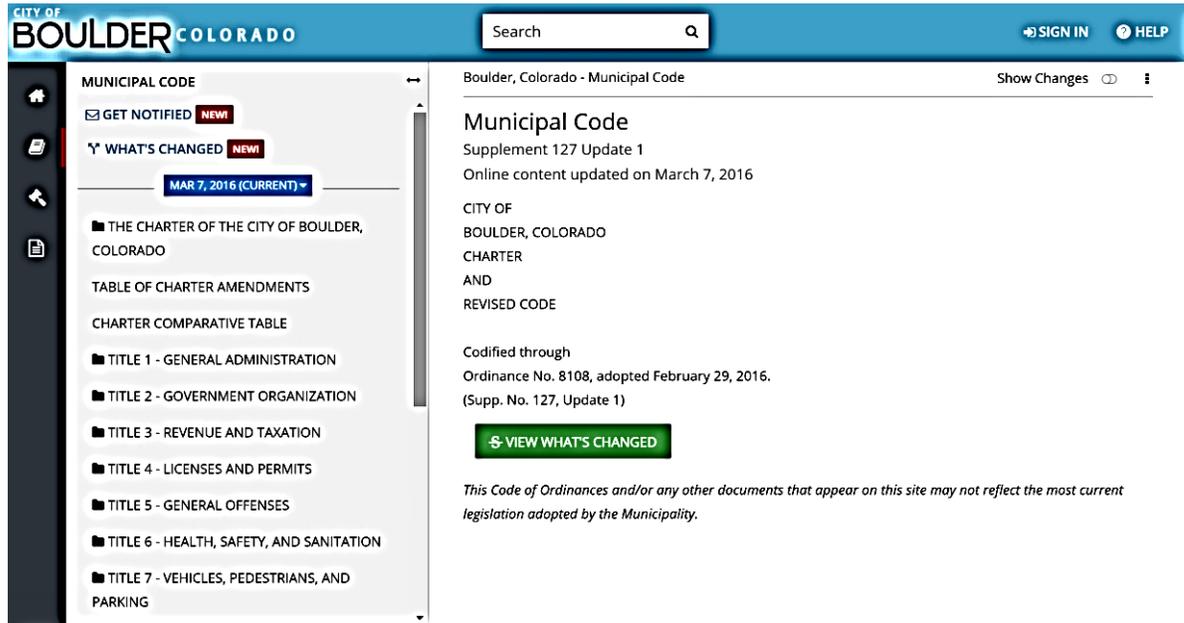
By: \_\_\_\_\_

Title: \_\_\_\_\_

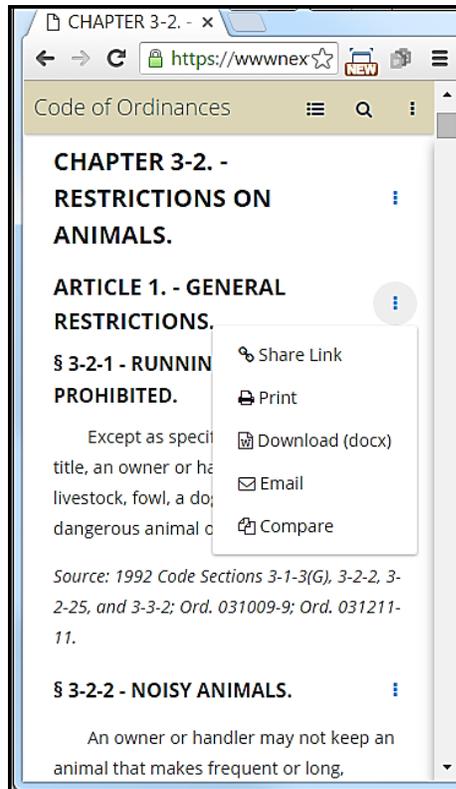
Date: \_\_\_\_\_

# Standard Features of MunicodeNEXT

**Responsive Design** – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.

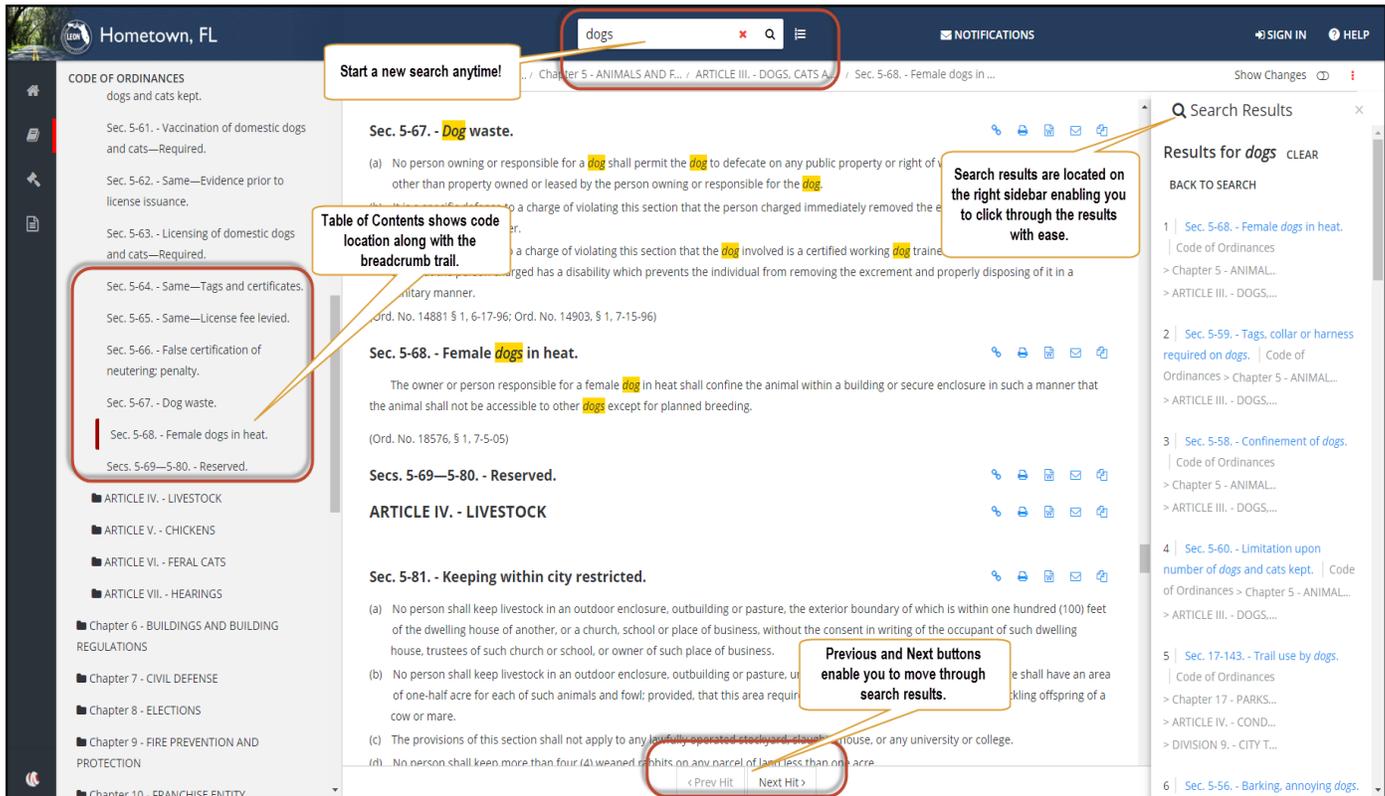


**Mobile and Tablet friendly** – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



**Print/Save/Email** – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You will also be able to print, save or email non-sequential sections from multiple portions of your code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

**Searching** – Municode leverages ElasticSearch, one of the most powerful open source search platforms that also powers sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking “back” to a search results page. The code is also indexed by the section, returning more accurate, granular results. With the MunicodeNEXT 3.0 release, you will be able to sort results by relevance or book order as seen in the screenshot below.



**Municode Search Components:**

- 🔍 **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- 🔍 **Multiple Publications** – If you have multiple publications (code, zoning, etc.), they will all be searchable from one interface.
- 🔍 **Searchable ordinances** – With our OrdBank service, ordinances posted pre and post-codification are full-text searchable.
- 🔍 **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- 🔍 **Narrow Searching** – Your users have the ability to search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- 🔍 **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser’s bookmarks or favorites tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser’s tabs.

The screenshot shows a search interface for the term "animals". At the top, there is a search bar with "animals" entered, a "RESET" button, and an "ADVANCED" dropdown. A "SEARCH" button is on the right. Below the search bar, there are three callout boxes:
 

- Top left: "Facets: Number of search results listed by product type. Uncheck to narrow results to only one product type." This points to the "Products" facet on the left sidebar.
- Top right: "Sort by relevance or book order & search results are listed by content type." This points to the "Sort by" dropdown and the "Relevance" radio button.
- Bottom right: "Breadcrumb trail shown with each search result." This points to the breadcrumb trail "Code of Ordinances / Chapter 5 - ANIMALS AND FOWL / ARTICLE III - DOGS, CATS AND OTHER ANIMALS" above the first search result.

 The main results area shows "Showing results 1 - 25 of 78" and "25 per page". The "Sort by" dropdown is set to "Relevance". The left sidebar has two sections: "Products" and "Content".
 

- Products:** Code of Ordinances (72), Unified Development Code (3), Unified Development Ordinance (3).
- Content:** Chapter 5 - ANIMALS AND FOWL (36), Chapter 29 - ZONING (10), Chapter 12A - LAND PRESERVATION (4), Hometown, Florida - Unified Development Ordinance (3).

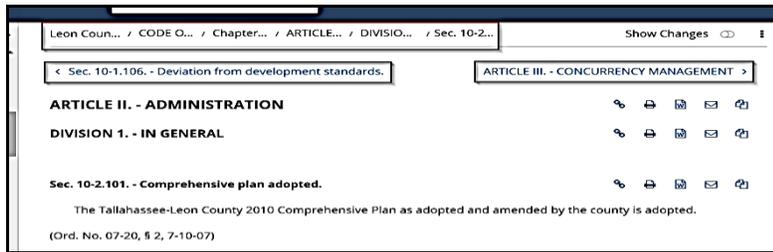
 The search results list three items:
 

- Sec. 16-260. - **Animals** and birds. The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort or repose of any persons in the vicinity is hereby declared unlawful. (Code 1964, § 7.285) Cross reference— **Animals** and fowl, Ch. 5.
- Sec. 5-57. - Dangerous or aggressive **animals**. doors or in a securely enclosed and locked kennel or cage. The kennel or the animal kept therein and shall
- Sec. 5-3. - Disposition of **animals** biting or attacking persons.

**Search enhancements coming with MunicodeNEXT 3.0 include (see screenshot above):**

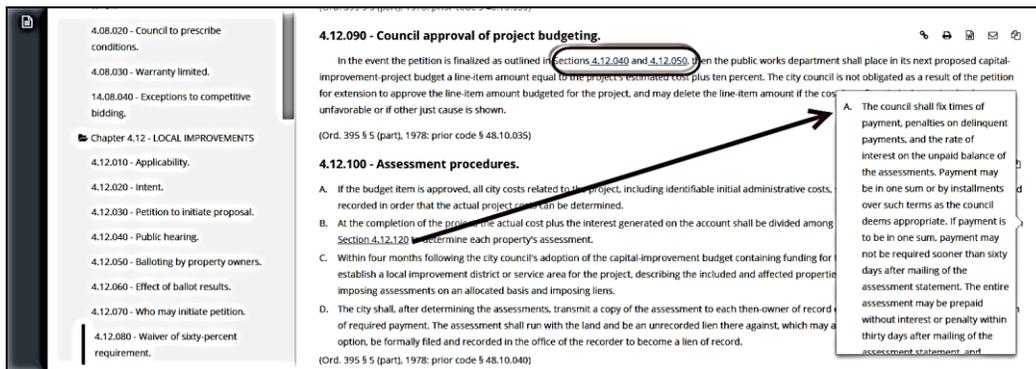
- Multiple products as facets on the left.
- Number of hits in content types and products displayed.
- Able to sort code results by relevance OR book order.
- Able to sort ordinance results by relevance OR date order.
- Able to sort MuniDocs (minutes, etc.) by relevance OR date order.
- Breadcrumb trail on each search result.
- Prev/Next buttons to navigate through hits.
- We will be using the ElasticSearch Synonym plugin to provide a **global synonym list** shortly after the MunicodeNEXT 3.0 release. This component should be in place by the end of 2016.  
<https://www.elastic.co/guide/en/elasticsearch/reference/current/analysis-synonym-tokenfilter.html>

**Browsing** – MunicodeNEXT 3.0 provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you’re viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- 🔍 **Internal Cross-Reference Linking** – Cross-references within your code are linked to their respective destination Article, Chapter or Section.
- 🔍 **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your code. Easily view your maps, graphs and charts by simply enlarging the item.
- 🔍 **Mouseover (cluetips)** – Navigate to your code and any linked cross-reference will quickly display in the pop-up preview window.

*(Cross-reference linking and mouseover shown below)*



**Social Media Sharing** – You and your users are able to share code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

**Static Linking** – Copy links of any section, chapter or title to share via email or social media.

**Scrolling Tables and Charts** – Headers stay fixed while you scroll through the table/chart.

**GIS** – We can provide a permalink to any code section and assist staff to create a link from your GIS system to relevant code sections.

**In-line Images & PDFs** – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the code that have very specific viewing and layout requirements.

**Website Accessibility**

Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.0.

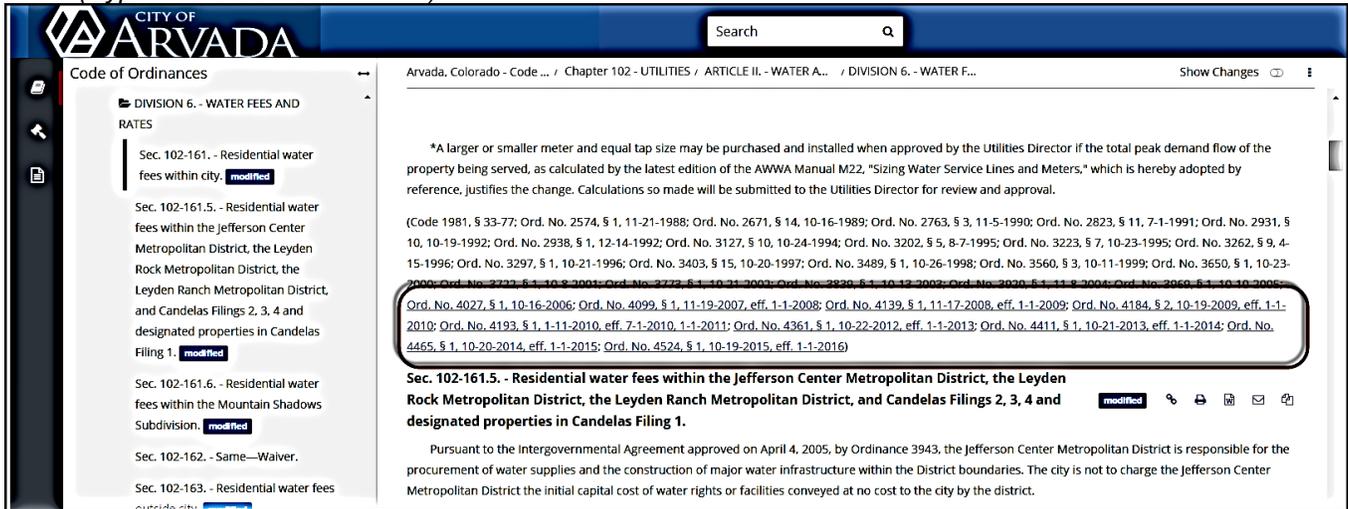
**Support** – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

# Premium Features of MunicodeNEXT

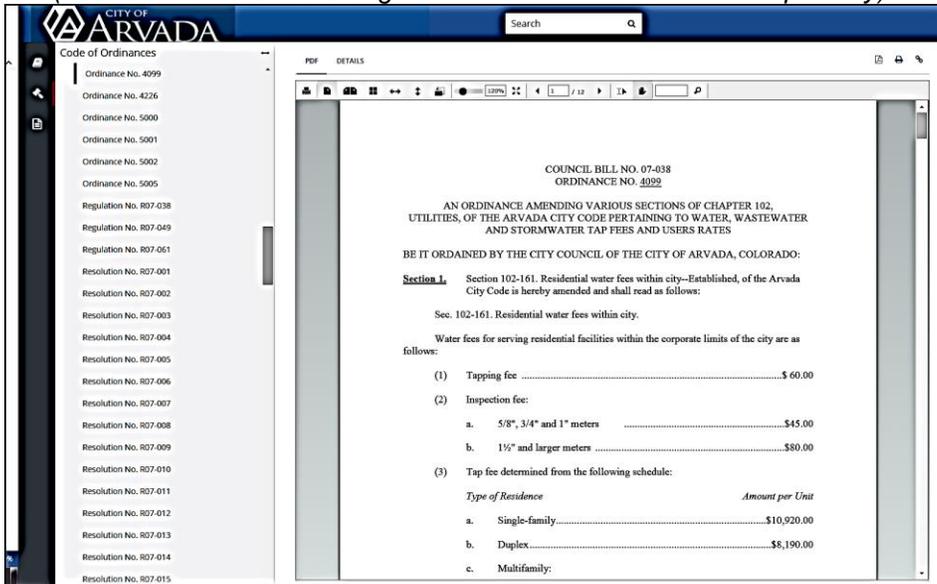
**Custom Banner.** We can customize the look and feel of your code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

**OrdBank.** With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the “OrdBank” tab.

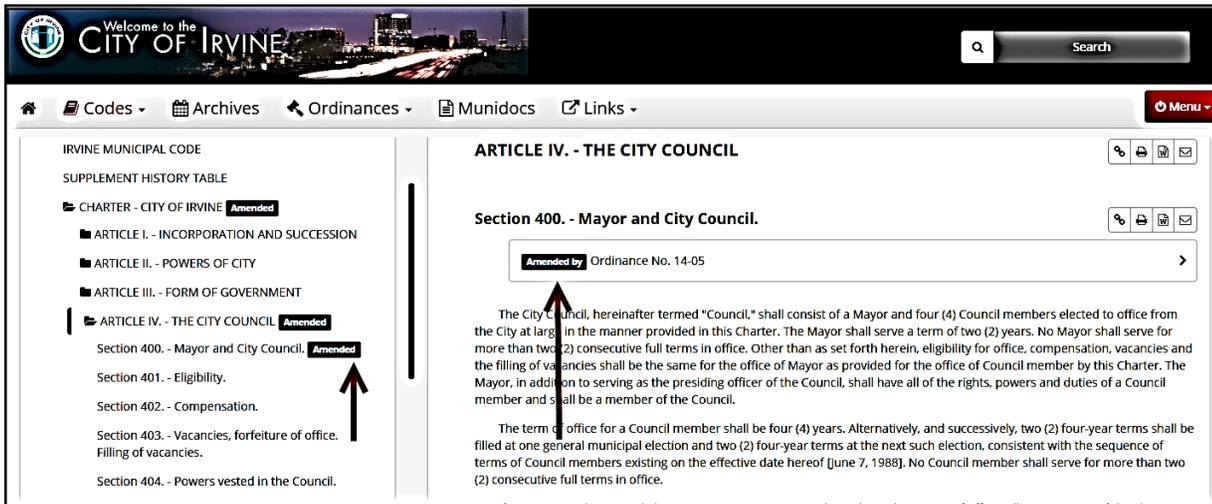
(Hyperlinked ordinance in text)



(One-Click access to the original ordinance in the OrdBank Repository)

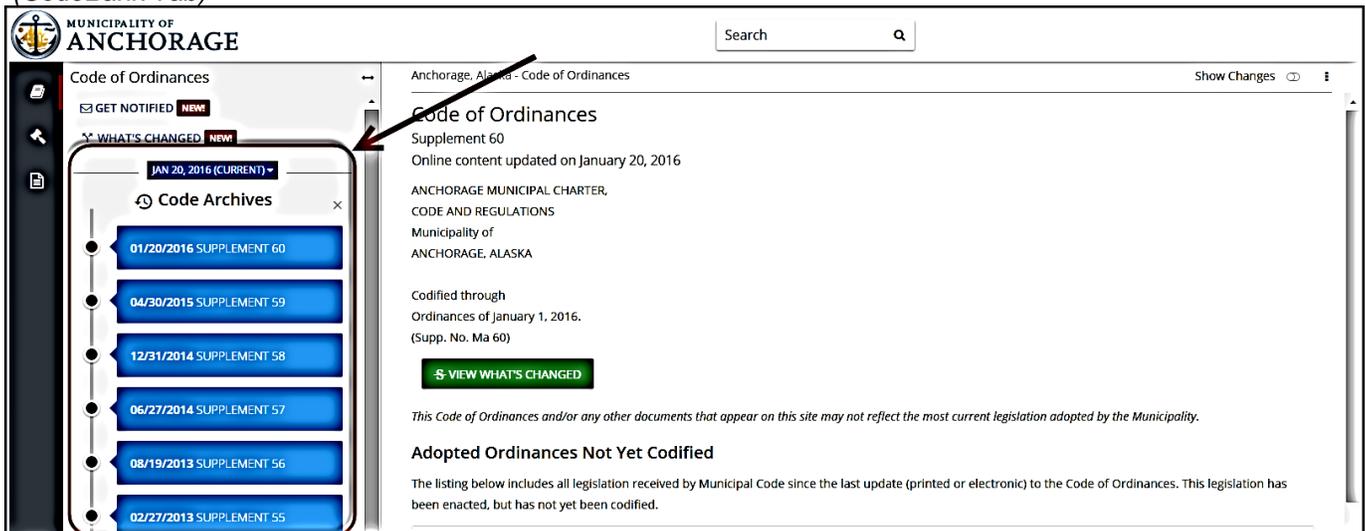


**OrdLink + OrdBank.** Prior to incorporating the ordinances into your code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



**CodeBank.** Our CodeBank feature provides an online archival platform for previous supplements of your code. Empower your staff and citizens to access every previous version of your code with one click.

(CodeBank Tab)



**CodeBank Compare.** Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online code and compare it to any other version of your online code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the code via “modified,” “new” or “removed” badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your code that were implemented during the most recent update.

**eNotify.** Our eNotify service allows users to enroll online and receive email notifications each time your online code is updated. This will empower your staff and citizens to receive instant notifications every time your online code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

**Get Notified**

Filling out this form will allow you to receive an email notification every time select publications are updated.

**Note** If you no longer wish to receive these notifications once signed up, you can unsubscribe via a link in the notification email.

Email  
Enter email

Profession  
Select One

Codes ✓

- Unified Development Code
- Unified Development Ordinance
- Code of Ordinances

Sign up to be notified for all publications or narrow notifications to only one product.

**Compare enhancements coming with MunicodeNEXT 3.0 include** - the ability to show changes in every version of the code stored in CodeBank.

*(Changes are shown in your Text Changes Tab and in your Table of Contents)*

MUNICIPALITY OF ANCHORAGE

Code of Ordinances

- Chapter 2.30 - RULES OF PROCEDURE FOR ASSEMBLY
  - 2.30.010 - Organization: election of chair and vice-chair.
  - 2.30.020 - Presiding officer.
  - 2.30.030 - Meetings - modified**
  - 2.30.040 - Appearance requests and audience participation.
  - 2.30.050 - Introduction of ordinances: action on ordinances.
  - 2.30.055 - Conduct of public hearing.
  - 2.30.060 - Public hearings and action on proposed resolutions.
  - 2.30.070 - Voting.

Anchorage, Alaska - Code of Ord... / TITLE 2 - LEGISLATIVE BRANCH / Chapter 2.30 - RULES OF PROC...

Executive sessions.

1. The assembly may recess to meet in executive session to discuss the following subjects if the express nature of the subject is stated in the motion calling for the session:
  - a. Pending **a specific legal matter, including pending litigation;**
  - b. Labor negotiations with municipal employees;
  - c. Matters that **the immediate knowledge disclosed of which would clearly affect have adversely an adverse effect upon** the finances of the municipality; or
  - d. Matters **Subjects which that tend to defame or injure prejudice the reputation and character of persons any person, provided the person may request a public discussion;**
- e. **Matters which by law, municipal charter, or ordinance are required to be confidential; or**
- f. **Matters involving consideration of government records that by law are not subject to public disclosure;**

2. No official action may be taken in executive sessions **except to give direction to an attorney or labor negotiator regarding a specific legal matter or pending labor negotiation.** Although the public may be excluded, the session shall be electronically recorded. The tapes shall be available for public access according to the following schedule:
  - a. If the session concerns pending litigation, the release date shall be when all causes of action have been resolved by final judgment or when further claims arising from the matter are otherwise barred;

CHANGED SECTIONS

ANCHORAGE MUNICIPAL CHARTER, CODE AND REGULATIONS - modified

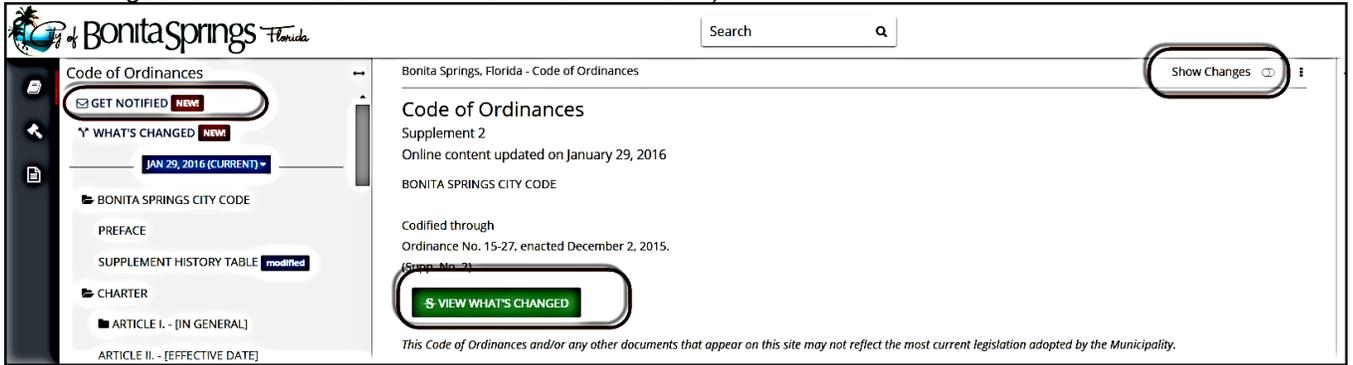
SUPPLEMENT HISTORY TABLE - modified

TITLE 2 - LEGISLATIVE BRANCH - modified  
Chapter 2.30 - RULES OF PROCEDURE...  
2.30.030 - Meetings.

TITLE 2 - LEGISLATIVE BRANCH - modified  
Chapter 2.50 - INITIATIVES, REFEREN...  
2.50.090 - Effect of vote.

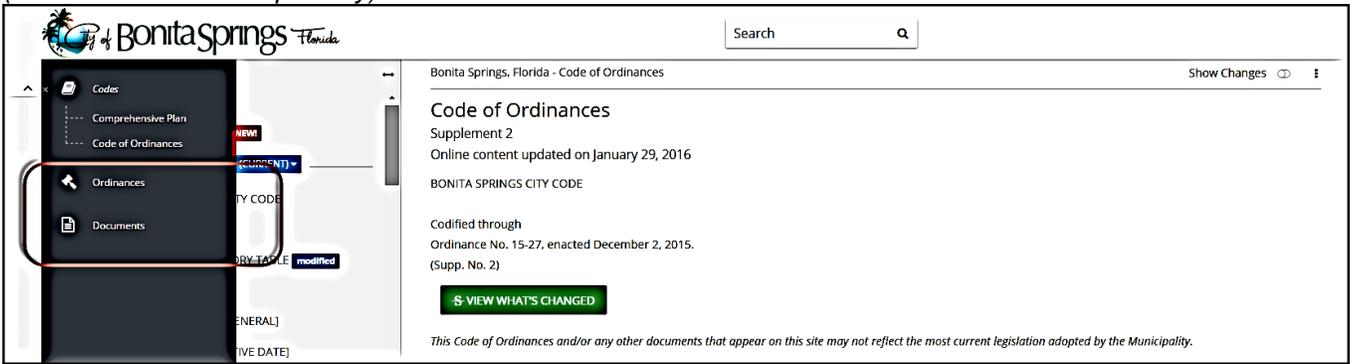
TITLE 3 - ADMINISTRATION - modified  
Chapter 3.20 - EXECUTIVE ORGANIZA...  
3.20.010 - Executive and administrative order.

(Show changes button and a custom banner are shown below)

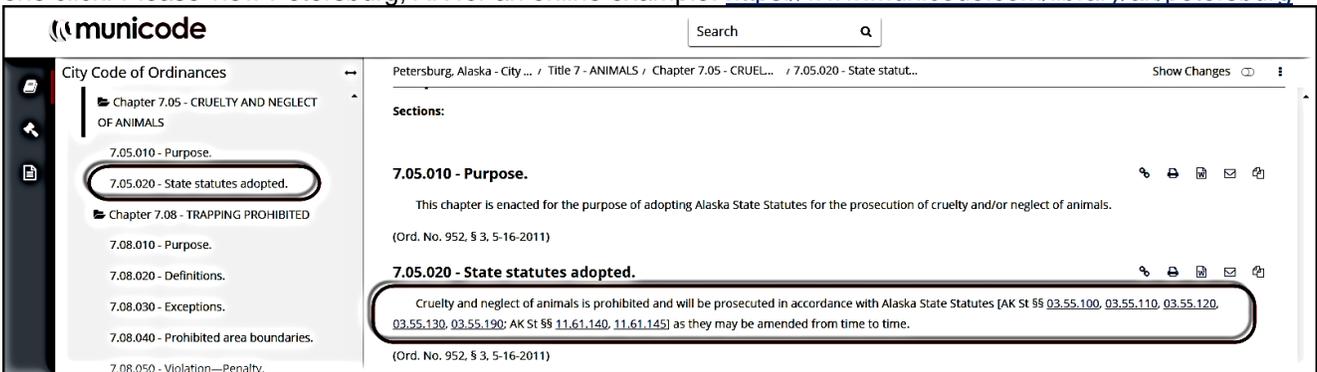


**MuniDocs.** Enables municipal users to send material of your choosing directly to us to upload documents to your online code. Let us do all the work and upload your minutes, resolutions, budgets and or any other non-code material online. Your collection of documents will be posted alongside your code and will be fully searchable and filterable for ease of use. No need for you and your staff to learn and manage a new system.

(MuniDocs Tab and Repository)



**State Statute Linking.** If elected, for an additional fee, our team of attorneys will ensure that all existing state law references are linked within your code. Empower your staff and citizens to access the State Legislator website with just one click. Please view Petersburg, AK for an online example: <https://www.municode.com/library/ak/petersburg>



**MuniPRO.** MuniPRO Searching allows you to search the over 3,200 codes we host (the entire country, a single state or individually selected codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- 🔍 **Multiple Code Search.** Search all codes within one state, multiple codes within one state or search the over 3,200 codes in the entire U.S. hosted by Municode! Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- 🔍 **MuniPRO Favorites.** Create a “favorites” list of frequently visited codes or sections. This will save time by making navigation a one-click process from your dashboard.
- 🔍 **MuniPRO Notes.** Create a note and attach it to any document in any publication. Note icons will show in both the table of contents and search results page, alerting the user to a previously written note. Notes can be shown or hidden when browsing and searching a publication and a global listing of notes can be accessed with a single click from your dashboard.
- 🔍 **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Draft icons will appear in the table of contents and search results and can also be accessed from a single click.
- 🔍 **Enhancements to MuniPRO included in the MunicodeNEXT 3.0 upgrade:**  
*Search all content types at once – Codes, Ordinances, and MuniDocs.*

*Narrow scope before searching by State and Municipality, then filter by government type and population*

The screenshot displays the MuniPRO search interface. At the top, a search bar contains the term "animals". Below the search bar are buttons for "ADVANCED" and "RESET", and a "SEARCH" button. The results section shows "Showing results 1 - 25 of 129183". On the left, there are two filter panels: "Classification" and "Pop Range". The "Classification" panel includes filters for City (67091), County (20299), Town (11618), Village (5680), Township (1828), Parish (1386), Consolidated Government (532), Borough (425), Tribe (181), and Charter Township (54). The "Pop Range" panel includes filters for Pop 5 (28621), Pop 4 (19502), Pop 6 (18479), Pop 3 (14326), and Pop 7 (13206). The search results are sorted by Relevance. The first result is from Imperial County, California, Code of Ordinances, Title 9 - LAND USE CODE, Division 5 - ZONING AREAS ESTABLISHED, Chapter 4 - R-3 (HIGH DENSITY RESIDENTIAL ZONES), 90504.13 - Animals. The second result is from Libby, Montana, Code of Ordinances, Title 14 - BUILDINGS AND CONSTRUCTION, Chapter 14.28 - TRAILERS AND TRAILER PARKS, 14.28.350 - Animals. The third result is from Huron, South Dakota, Code of Ordinances, Title 23 - ZONING, Chapter 23.08 - RULES AND DEFINITIONS, 23.08.020 - Animals. The fourth result is from Imperial County, California, Code of Ordinances, Title 9 - LAND USE CODE, Division 5 - ZONING AREAS ESTABLISHED, Chapter 3 - R-2 (MEDIUM DENSITY ZONES), 90503.13 - Animals.

YOUR ADVANTAGES WITH



 municodeNEXT

 MY municode

Basic Search	●	●
Print/Save/Email	●	●
All-in-One Search	●	●
Advanced Search	●	●
Modern Design	●	●
Fully Searchable PDF documents	●	●
Twitter & Facebook Sharing	●	●
Enhanced for Tablet Use	●	●

## PREMIUM FEATURES

*OrdBank	○	●
*OrdLink	○	●
*CodeBank	○	●
*CodeBank Compare	○	●
*eNotify	○	●
*MuniPro	○	●
*Custom Site Theming	○	●

\*Municode's optional, premium offerings are enhanced with MunicodeNEXT. Call or email for details.

## Web Accessibility

**Internet Stability – Geographic Redundancy.** We house our public facing website in a secure, SAS70, PCI compliant data center owned and operated by Peak 10 in Atlanta, Georgia. This page outlines the features of Peak 10's datacenter, including redundant Internet providers, redundant power and cooling, and secure biometric access to the physical facility (<http://www.peak10.com/about-peak-10/data-center-locations/atlanta/>). All systems are backed up and synchronized between our Tallahassee, Florida and Atlanta, Georgia locations for full geographic redundancy should one of the sites become inaccessible.

**ADA Compliance.** ADA Law Accessibility & Compliance - We will take all reasonable steps necessary to meet the Priority 1 checkpoints of the Web Content Accessibility Guidelines 1.0 (<http://www.w3.org/TR/WCAG10/>) outlined by the W3C. In the event that a particular page or feature of our site is not WCAG Level 1.0 compliant, we will make our best effort to provide an alternative, compliant page.

**Publishing software will support all modern browsers.** Our web application runs on the .Net platform and is written in C# using the MVC framework. All content is rendered in standard HTML and is viewable in all modern browsers including **PC:** Microsoft Internet Explorer 9 or later, Firefox 3.6 or later, Chrome 18 or later. **Macintosh®:** Safari™ 5.0 or later, Firefox 3.6 or later, Chrome 18 or later.

**Security assessment for the hosted facility (SOC Report).** Our public facing systems are co-located in a datacenter operated by Peak 10 in Atlanta, GA. This data center is SAS 70 Type II and PCI compliant, employing all modern data center best practices with regard to physical security. All individuals entering the data center must be active customers or authorized vendors with badge and PIN access to the front door. Biometric authentication is required to enter the data center facility, and each rack is locked with a combination lock to prevent unauthorized access. The facility is monitored by camera 24/7 to further provide physical security.

We secure our systems using enterprise grade security products. We employ firewalls from Palo Alto networks to secure the perimeter and endpoint security from Symantec to provide anti-virus scanning and threat detection on all servers, desktops, laptops, virtual machines, and mobile devices. Symantec actively scans all file access on all endpoints on our network and immediately quarantines any suspected malware, immediately sending notification to our systems administration staff.

**Backups of data performed.** We utilize Veeam Backup & Recovery to take daily snapshots of all servers in our Atlanta and Tallahassee datacenters. Snapshots are performed from 8 pm EST to 5 am EST and are replicated between sites. Atlanta snapshots are copied to Tallahassee and vice versa. We routinely test our backups.

**Antivirus protection.** We utilize Kaspersky Endpoint Protection to protect all desktops, laptops, virtual desktops, and servers from viruses and malware. Signatures are updated every 4 hours and pages are sent immediately to a team of admins if an infection is detected.

**Data redundancy.** We use HP 3PAR StoreServ Storage for all our storage needs. Each SAN member is fully redundant – redundant power supplies, controllers, NICs, etc. The drives on each array are configured as either RAID 5, RAID 50, or RAID 60 arrays.

## Additional Services

All of the services listed below may be obtained by your municipality with this purchasing vehicle.

Municode and our family of solutions, MunicodeLEGAL, MunicodePAY, MunicodeWEB and MCCi offer a wide variety of services, all of which have been designed primarily to serve local governments. Please contact us for information and pricing on any of the services listed below, all of which may be purchased under this contract and all of which are competitively priced.

**When selecting one of the solutions outlined below as your service provider, you can be assured of receiving the same excellent customer service and superior products that over 4,200 clients have come to expect from Municode!** Municipalities that utilize all four of Municode's family of service providers can attest that in addition to lower overall costs, their workload is significantly reduced, their citizens are more informed, and they are receiving the best customer service experience possible from the most reliable provider of government services in the nation...**Municode!**

### municodeLEGAL

**Municode** has been the leading provider of **legal publications** and **codification services** since 1951. In addition to codifying, publishing and maintaining your Code of Ordinances both online and in print, we offer our clients the following additional services:

**Distribution.** Fulfillment services are available to distribute individual printed copies of codes and supplements to departments or subscribers at no additional fee to you. We assume all risk and expense for providing these items. Orders can be placed through our online eStore or via fax, mail or telephone.

**Future Legal Review.** At any point during the term of this agreement, or extensions thereof, we can provide additional Legal Reviews to identify inconsistencies and internal conflicts and ensure your code conforms to State Law. State law references can be updated in conjunction with the Legal Review or as a separate engagement.

To learn more, please visit: <https://www.municode.com/> or <https://www.municode.com/#codification>

### municodeWEB

**MunicodeWEB - Government Website Development powered by aHa Consulting!** Let our team of web analysts and developers create or redesign a website for your municipality that provides your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community. When MunicodeWEB designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price. To learn more about MunicodeWEB, please visit: <http://www.ahaconsulting.com/>, or <https://vimeo.com/163618297>. To experience a sample of our portfolio: <http://www.ahaconsulting.com/portfolio>

### municodePAY

**MunicodePAY** offers a comprehensive, centralized payment system (Revalocity) that includes a sophisticated user-friendly customer care portal that results in significant operational savings and improved customer retention. With Revalocity, your customers will be able to pay their bills via the web, IVR systems or through customer service agents. Revalocity manages multiple funding sources, stores and maintains user profiles and payment histories and is equipped with complete accounting and settlement functions that integrate with CRM, finance and general ledger systems. Daily, weekly and monthly reports for the tracking and easy reconciliation of payments, returns and fee information are available in a variety of formats including PDF, CSV and Excel.

With MunicodePAY, your funds are collected faster, your operating procedures are simplified, your financial information is at your fingertips and your customers are happy. Currently, over 70 municipalities trust MunicodePAY to process approximately 9 million bill statements annually. MunicodePAY also offers traditional **Bill Printing and Mailing** services, **Lock Box** Services and **Customer Call Center** Outsourcing Solutions. Costs for these services are

competitively priced and transaction based with low to no implementation costs. To learn more about MunicodePAY, please follow these links: Website: <https://www.municode.com/#electronicpayments>, Demo: <https://vimeo.com/143619736>



**Municode Innovations (MCCI)** understands the challenges organizations face every day with paper based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, we are also the largest Laserfiche provider in the world. MCCI is passionate about helping organizations run their office more efficiently – saving time, money and resources! Please visit our website for more details about any of the services listed below: <https://www.mccinnovations.com/>

**Enterprise Content Management Software (Laserfiche).** With a client base of over 600 government agencies, MCCI is the largest provider of Laserfiche solutions in the world.

**Digital Imaging Services.** Services include scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCI provides the most powerful index retrieval search engine available.

**Open Records Request Solution (JustFOIA).** Just FOIA helps agencies track Open Records Requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.

**Contract Management Software (Contract Assistant).** MCCI offers Contract Assistant Software (developed by Blueridge Software) which is a solution designed to provide control and automation of the contract management process, while also offering Laserfiche integration options.

## What Our Clients Say about Partnering with Us

*"We were not only impressed with the services and products provided by Municode but the speed in which it all took place. Our Legislative Body and Administration were pleased with the new code books and the pricing we received. Thank you for producing this great product with such professionalism. We look forward to our continued relationship with Municode."*

*"We certainly couldn't have done it without your team. MCC is a very customer oriented company."*

*"I find everyone at Municode delightfully friendly and helpful. You are all very professional. It's apparent that you all care a great deal about good customer service. That is wonderfully refreshing as it is so hard to find anymore."*

*"I am extremely satisfied with Municipal Codes Corporation's performance and customer assistance. Not many companies provide such excellent services."*

*"You have personally demonstrated excellent service, diligence and concern for the integrity of our code and the integrity of the product your company produces. Please know your efforts are very much appreciated!"*

*"We appreciate the superior customer service you have provided. I can't tell you how nice it is to have people that will work with you."*

*"You are true professionals and great to work with!"*

*"Thank you for the tremendous job that you do for us. You always make me look good as the Clerk and I truly appreciate your services."*

*"WONDERFUL!!! Thanks for making my life easier, I really appreciate all that you do!"*

*"Your diligence, care, command over the process and attention to details have been exceptional. Moreover, what also helps set you apart from most of those in your line of work is that, you are readily accessible and exceedingly responsive. I hope that my clients are as pleased with me as I am with you."*

*"I really enjoy working with you! Your responsiveness and enthusiasm are greatly appreciated!!!"*

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

<b>MEETING DATE:</b> September 20, 2016	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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**DEPARTMENT:** County Counsel  
**APPROVING PARTY:** David Prentice  
**PHONE NUMBER:** 559-500-1600

**AGENDA ITEM:** Closed Session pursuant to Government Code 54956.9(a) to discuss the following litigation: Morning Glory Gold Mines, et al v. County, et al, Sierra County Superior Court Case No. 7553.

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

**BACKGROUND INFORMATION:**

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

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

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

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

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

<b>MEETING DATE:</b> September 20, 2016	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
--	---

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

**AGENDA ITEM:** Closed Session pursuant to Government Code Section 54957 - performance review regarding Director of Health and Human Services.

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

**BACKGROUND INFORMATION:**

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

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

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

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CLERK TO THE BOARD \_\_\_\_\_ DATE \_\_\_\_\_



#### **8.01.080 Administrative Review**

- (a) Any person upon whom an notice to abate unlawful marijuana cultivation has been served may appeal the determination of the enforcing officer that the conditions set forth in the notice constitute a public nuisance to the Board of Supervisors, or may show cause before the Board of Supervisors why those conditions should not be abated in accordance with the provisions of this chapter. Any such administrative review shall be commenced by filing a written request for a hearing with the Clerk of the Board of Supervisors within ten calendar days after the date that said notice was served. The written request shall include a statement of all facts supporting the appeal. The time requirement for filing such a written request shall be deemed jurisdictional and may not be waived. In the absence of a timely filed written request that complies fully with the requirements of this section, the findings of the enforcing officer contained in the notice shall become final and conclusive on the eleventh day following service of the notice.
- (b) Upon timely receipt of a written request for hearing which complies with the requirements of this section, the Clerk of the Board of Supervisors shall set a hearing date not less than seven days nor more than thirty days from the date the request was filed. The Clerk shall send written notice of the hearing date to the requesting party, to any other parties upon whom the notice was served, and to the enforcing officer.
- (c) Any hearing conducted pursuant to this chapter need not be conducted according to technical rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The board of supervisors has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.
- (d) The Board of Supervisors may continue the administrative hearing from time to time.
- (e) The Board of Supervisors shall consider the matter de novo, and may affirm, reverse, or modify the determinations contained in the notice to abate unlawful marijuana cultivation. The Board of Supervisors shall issue a written decision which shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the enforcing officer.
- (f) The decision of the Board of Supervisors shall be final and conclusive. (Ord. 1055, eff. 8/21/14)

#### **8.01.090 Liability for Costs**

- (a) In any enforcement action brought pursuant to this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, each person who causes, permits, suffers, or maintains the unlawful marijuana cultivation to exist shall be liable for all costs incurred by the County, including, but not limited to, administrative costs, costs incurred in conducting an administrative hearing when an order for abatement is upheld but not in a case where the order for abatement is not sustained, and any and all costs incurred to undertake, or to cause or compel any responsible party to undertake, any abatement action in compliance with the requirements of this chapter, whether those costs are incurred prior to, during, or following enactment of this chapter;
- (b) In any action by the enforcing officer to abate unlawful marijuana cultivation under this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, the prevailing party shall be entitled to a recovery of the reasonable attorney's fees incurred. Recovery of attorneys' fees under this subdivision shall be limited to those actions or proceedings in which the County elects, at the initiation of that action or proceeding, to seek recovery of its own attorney's fees. In no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the County in the action or proceeding. (Ord. 1055, eff. 8/21/14)

# SIERRA COUNTY

Clerk-Recorder  
P.O. Drawer D  
Downieville, California 95936  
Telephone (530) 289-3295  
Fax (530) 289-2830



Heather Foster  
Clerk-Recorder

August 29, 2016

Jennifer M. Granger  
Attorney at Law  
Granger Law Office  
356 Providence Mine Road, Suite D  
Nevada City, CA 95959

RE: Appeal of Notice to Abate Unlawful Marijuana Cultivation –Philip Simmons and Jay Cory – APN 004-060-012-0

Dear Ms. Granger,

The appeal of the Notice to Abate Unlawful Marijuana Cultivation you filed on behalf of Philip Simmons and Jay Cory, APN 004-060-012-0 will be held on **Tuesday, September 6, 2016 at 1:00 p.m.** The hearing will take place in the Board of Supervisors Chambers, Courthouse, Downieville, CA.

The appeal hearing shall be conducted pursuant to Section 8.01.080 of the Sierra County Code. Upon the conclusion of the hearing the Board of Supervisors shall issue a written decision which shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the enforcing officer.

If you have additional information you wish to provide to the Board please either e-mail the information to my office at [clerk-recorder@sierracounty.ca.gov](mailto:clerk-recorder@sierracounty.ca.gov) no later than 4:00 p.m. on August 31, 2016 or bring eight (8) copies and an original to the meeting.

If you have any questions regarding your hearing please contact me.

Sincerely,

Heather Foster  
County Clerk-Recorder

cc: Philip Simmons and Jay Cory  
Detective Mike Fisher, Sierra County Sheriff's Office

Enclosure

**PROOF OF SERVICE - C.C.P. 1013A, 2015.5**

I, Heather Foster, declare that:

1. I am employed in the County of Sierra, California; I am over the age of eighteen years and not a party to the within cause; and my business address is:

100 Courthouse Square, Room 11  
Downieville, CA 95936

2. I am readily familiar with the practice of the County of Sierra in the processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.

3. On August 29, 2016, I served the following document(s)

**NOTICE OF APPEAL HEARING**  
for Philip Simmons and Jay Cory

In said cause, on the following interested parties:

Philip Simmons and Jay Cory  
P.O. Box 358  
Camptonville, CA 95922

X **BY U.S. POSTAL SERVICE (Mail):** I placed each such document in a sealed envelope addressed as noted above, with first-class mail postage thereon fully prepaid, for collection and mailing at Downieville, California, following the above-stated business practice, on this date.

**BY PERSONAL SERVICE:** I hand-delivered each such envelope to the address(es) listed on this date.

**BY COURIER/MESSENGER SERVICE (Hand Delivery):** I caused each such envelope to be delivered by hand to the address(es) listed above on this date.

**BY FACSIMILIE:** I caused said document(s) to be transmitted by facsimile machine to the parties at the numbers(s) indicated above on this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed August 29, 2016 at Downieville, California

  
\_\_\_\_\_  
Heather Foster, County Clerk/Recorder  
County of Sierra, State of California

**PROOF OF SERVICE - C.C.P. 1013A, 2015.5**

I, Heather Foster, declare that:

1. I am employed in the County of Sierra, California; I am over the age of eighteen years and not a party to the within cause; and my business address is:

100 Courthouse Square, Room 11  
Downieville, CA 95936

2. I am readily familiar with the practice of the County of Sierra in the processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.

3. On August 29, 2016, I served the following document(s)

**NOTICE OF APPEAL HEARING**  
for Philip Simmons and Jay Cory

In said cause, on the following interested parties:

Jennifer M. Granger  
Attorney at Law  
Granger Law Office  
356 Providence Mine Road, Suite D  
Nevada City, CA 95959

X **BY U.S. POSTAL SERVICE (Mail):** I placed each such document in a sealed envelope addressed as noted above, with first-class mail postage thereon fully prepaid, for collection and mailing at Downieville, California, following the above-stated business practice, on this date.

**BY PERSONAL SERVICE:** I hand-delivered each such envelope to the address(es) listed on this date.

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**BY FACSIMILIE:** I caused said document(s) to be transmitted by facsimile machine to the parties at the numbers(s) indicated above on this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed August 29, 2016 at Downieville, California.



Heather Foster, County Clerk/Recorder  
County of Sierra, State of California

# GRANGER LAW OFFICE

AUGUST 26, 2016

APPEAL FROM NOTICE TO ABATE (Ord. #1055)

**FILED**  
SIERRA COUNTY CLERK

AUG 26 2016

Property Address: Indian Hill Road

Parcel #: APN 004-060-012-0

Concerned Parties: Philip Simmons and Jay Cory

TO: Clerk of the Board of Supervisors:

BY:  HEATHER FOSTER  
DEPUTY

A Notice to Abate Unlawful Marijuana Cultivation was served in the above case on August 18, 2016. The Notice cited violations of the following provisions of County Ordinance #1055:

1. **Conditions for Cultivation 8.01.040 (a)(1):**  
Allegation - Person Cultivating marijuana does not reside on the property.
2. **Conditions for Cultivation 8.01.040 (a)(2):**  
Allegation - In excess of 72 marijuana plants under cultivation on the property.

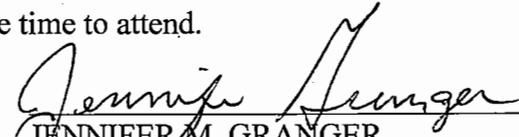
As counsel for concerned party the undersigned hereby appeals the determination of violation, and requests that the notice be set aside. The concerned party requests a hearing to determine the validity of the officer's findings and of the specific terms cited in the Notice, and respectfully requests the opportunity to present evidence and legal argument in support of his position.

Grounds for this appeal include, without limitation, the following:

- A. Ordinance #1055 and/or the provisions cited in the Notice violate concerned parties' medical privacy rights under HIPAA and the applicable state and federal laws, and the California constitutional right of privacy.
- B. Party contests officers findings as to lack of residency.
- C. Party can demonstrate that he is in compliance with cultivation requirements.

Notice of further proceedings on this appeal, including notice of any hearing or review, should be served on counsel for the party, with sufficient notice to allow counsel and the party to prepare for the proceeding and schedule the time to attend.

DATED: 8/26/16

  
JENNIFER M. GRANGER  
Attorney for Concerned Party Jay Cory

1 **PROOF OF SERVICE**

2 I am over the age of eighteen (18) and not a party to the within entitled action, I am  
3 employed by the Granger Law Office, 356 Providence Mine Road, Ste D, Nevada City,  
4 California 95959. On August 26, 2016, I served the document(s) named below on the party(ies)  
5 listed below as follows:

6 **DOCUMENT(S) SERVED: Request to Appeal Abatement Notice**

7 **SERVED UPON:** Clerk of the Board of Supervisors  
8 Sierra County Courthouse  
9 100 Courthouse Square  
10 Downieville, CA 95936

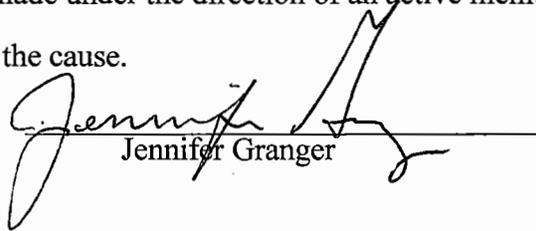
11  **BY MAIL** I served the above-named document on the following party(ies) in said action,  
12 in accordance with **Code of Civil Procedure §1013(a)**, by placing a true copy thereof  
13 enclosed in a sealed envelope in a designated area for outgoing mail, addressed as set  
14 forth above. In the ordinary course of business at the Granger Law Office, mail placed in  
15 that designated area is given the correct amount of postage, and is deposited that same  
16 day in a United States mailbox in Nevada City, California.

17  **BY FACSIMILE TRANSMISSION.** I served the above-referenced document(s) on the  
18 above-named party(ies) in said action in accordance with **Code of Civil Procedure**  
19 **§1013(e)**, by transmitting a true copy thereof to a facsimile machine maintained by the  
20 person(s) on whom it is served at the facsimile machine telephone number last given by  
21 that person(s).

22  **BY PERSONAL SERVICE.** I served a true copy thereof, in accordance with **Code of**  
23 **Civil Procedure §1011**, to the person(s) and at the address(es) set forth above.

24  **BY OVERNIGHT EXPRESS SERVICE** - I caused such envelope(s) to be deposited in  
25 a box or other facility regularly maintained by the express service carrier or delivered to a  
26 courier or driver authorized by the express service carrier with delivery fees paid or  
27 provided for to the person(s) at the address set forth above.

28 I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and that service was made under the direction of an active member  
of the State Bar of California who is not a party to the cause.

  
Jennifer Granger

# GRANGER LAW OFFICE

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August 26, 2016

Sierra County Board of Supervisors  
Clerk of the Board  
100 Courthouse Square, Room 11  
Downieville, CA 95936

***Personally Delivered August 26, 2016***

**Re: Discovery Request in Case Related to Parcel Number 004-060-012-0**

Dear Clerk:

I am the attorney of record in the above-referenced case. I am requesting copies of all narrative reports authored by the investigating officers in this case, and any photographs taken in conjunction with the investigation of this case. I am requesting that the reports and any photographs be provided to me prior to the administrative hearing date.

Sincerely,



Jennifer Granger  
Attorney for Jay Cory

**ACKNOWLEDGMENT OF SERVICE**

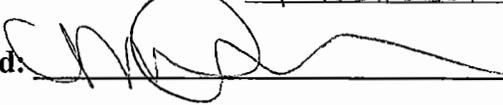
In the matter of APN No. 004-060-012-0, Sierra County Appeal from Notice to Abate

**I personally received this Appeal from Notice to Abate:**

**Date:** 08/06/16

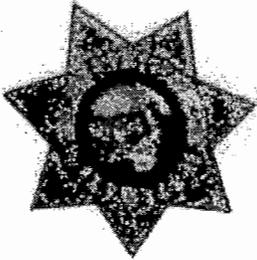
**Time:** 1:08 PM a.m/p.m

**Name of Person served:** Melissa Kinneer

**Signed:**  \_\_\_\_\_

**At this address:**

Clerk of Sierra Board of Supervisors, 100 Courthouse Square, Room 11, Downieville, CA



Tim Standley

Sheriff-Coroner  
County of Sierra  
State of California

100 Courthouse Square/PO Box 66  
Downieville CA 95936  
(530)289-3700 Fax (530) 289-3318

# NOTICE TO ABATE UNLAWFUL MARIJUANA CULTIVATION

Pursuant to Sierra County Ordinance 1055 section 8.01.050

Property Owner(s): PHILIP SIMMONS + JAY CORY

Property Occupant(s): \_\_\_\_\_

Property Address: INDIAN HILL ROAD (SIERRA COUNTY)

Sierra County Assessor Parcel Number (APN#): 004-060-012-0

On 8-18-16 it was determined that unlawful marijuana cultivation exists on the above premises and it has been determined by the enforcing officer to be a public nuisance. The following violation(s) are occurring:

- No lawful dwelling on the property.
- Person cultivating marijuana does not reside on the property.
- In excess of 18 marijuana plants under cultivation per person.
- In excess of 72 marijuana plants under cultivation on the property.
- No notarized letter from the legal property owner authorizing tenant(s) to cultivate marijuana on file.
- Outdoor marijuana not properly enclosed by opaque fence and/or bushes and hedges.
- Marijuana under cultivation not properly set back from property boundaries.

Other violation(s): \_\_\_\_\_

Action(s) required to abate unlawful marijuana cultivation: PROPERTY HAS SMALL CABIN BUT IS NOT BEING USED AS MAIN RESIDENCE, ALL PERSONS CULTIVATING MUST RESIDE ON PROPERTY. NO MORE THAN 72 MARIJUANA PLANTS ARE TO BE CULTIVATED. AS OF 8-18-2016 94 MARIJUANA PLANTS ARE UNDER CULTIVATION.

Notice to owner and/or occupant listed above: You are required to abate the unlawful marijuana cultivation within (10) ten calendar days after this notice was served. You have the right to make a request in writing within the (10) ten calendar days to the Sierra County Clerk of the Board of Supervisors for a hearing to appeal the determination of the enforcing officer that the conditions existing constitute a public nuisance, or to show other cause why those conditions should not be abated. Unless the owner or occupant abates the unlawful marijuana cultivation, or requests a hearing before the Board of Supervisors, within ten calendar days of the date of the service of the notice, the County will abate the nuisance. Additionally, abatement costs, including administrative costs, may be made a special charge added to the County assessment roll and become a lien on the real property, or be placed on the unsecured tax roll.

DEPUTY: DET N VISHAR 4620 DATE OF SERVICE: 8-18-16 162016

STANDARD FORM NO. 600 (REV. 11-83)

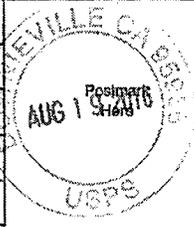
7011 0470 0002 9069 0486

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.36
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.36



Sent To  
**PHILIP SIMMONS + JAY COZY**  
 Street, Apt. No.  
 or PO Box No. **PO Box 358**  
 City, State, ZIP+4  
**CAMP TOWNVILLE CA 95922**

# SIERRA COUNTY

Clerk-Recorder  
P.O. Drawer D  
Downieville, California 95936  
Telephone (530) 289-3295  
Fax (530) 289-2830



Heather Foster  
Clerk-Recorder

September 8, 2016

Jennifer M. Granger  
Attorney at Law  
Granger Law Office  
356 Providence Mine Road, Suite D  
Nevada City, CA 95959

RE: Continued Appeal of Notice to Abate Unlawful Marijuana Cultivation

Dear Ms. Granger,

This letter is to advise you that the appeal of the Notice to Abate Unlawful Marijuana Cultivation you filed on behalf of Mr. Jay Cory has been continued to Tuesday, September 20, 2016 at 11:00 a.m. The continued hearing will take place at the Loyalton Social Hall, in the Loyalton City Park, Loyalton, CA.

Again, the appeal hearing shall be conducted pursuant to Section 8.01.080 of the Sierra County Code. Upon the conclusion of the hearing the Board of Supervisors shall issue a written decision which shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the enforcing officer.

If you have additional information you wish to provide to the Board please either e-mail the information to my office at [clerk-recorder@sierracounty.ca.gov](mailto:clerk-recorder@sierracounty.ca.gov) no later than 4:00 p.m. on September 14, 2016 or bring eight (8) copies and an original to the meeting.

If you have any questions regarding your hearing please contact me.

Sincerely,

Heather Foster  
County Clerk-Recorder

cc: Jay Cory  
Detective Mike Fisher, Sierra County Sheriff's Office

Enclosure

**PROOF OF SERVICE - C.C.P. 1013A, 2015.5**

I, Heather Foster, declare that:

1. I am employed in the County of Sierra, California; I am over the age of eighteen years and not a party to the within cause; and my business address is:

100 Courthouse Square, Room 11  
Downieville, CA 95936

2. I am readily familiar with the practice of the County of Sierra in the processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.

3. On September 8, 2016, I served the following document(s)

**NOTICE OF CONTINUED APPEAL HEARING**  
for Jay Cory

In said cause, on the following interested parties:

Jennifer M. Granger  
Attorney at Law  
Granger Law Office  
356 Providence Mine Road, Suite D  
Nevada City, CA 95959

X **BY U.S. POSTAL SERVICE (Mail):** I placed each such document in a sealed envelope addressed as noted above, with first-class mail postage thereon fully prepaid, for collection and mailing at Downieville, California, following the above-stated business practice, on this date.

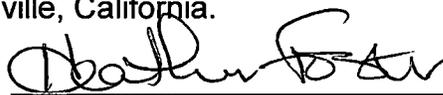
**BY PERSONAL SERVICE:** I hand-delivered each such envelope to the address(es) listed on this date.

**BY COURIER/MESSENGER SERVICE (Hand Delivery):** I caused each such envelope to be delivered by hand to the address(es) listed above on this date.

**BY FACSIMILIE:** I caused said document(s) to be transmitted by facsimile machine to the parties at the numbers(s) indicated above on this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed September 8, 2016 at Downieville, California.



Heather Foster, County Clerk/Recorder  
County of Sierra, State of California

**PROOF OF SERVICE - C.C.P. 1013A, 2015.5**

I, Heather Foster, declare that:

1. I am employed in the County of Sierra, California; I am over the age of eighteen years and not a party to the within cause; and my business address is:

100 Courthouse Square, Room 11  
Downieville, CA 95936

2. I am readily familiar with the practice of the County of Sierra in the processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.

3. On September 8, 2016, I served the following document(s)

**NOTICE OF CONTINUED APPEAL HEARING**  
for Jay Cory

In said cause, on the following interested parties:

Mr. Jay Cory  
P.O. Box 358  
Camptonville, CA 95922

X **BY U.S. POSTAL SERVICE (Mail):** I placed each such document in a sealed envelope addressed as noted above, with first-class mail postage thereon fully prepaid, for collection and mailing at Downieville, California, following the above-stated business practice, on this date.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed September 8, 2016 at Downieville, California.



Heather Foster, County Clerk/Recorder  
County of Sierra, State of California

**PROOF OF SERVICE - C.C.P. 1013A, 2015.5**

I, Heather Foster, declare that:

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3. On September 8, 2016, I served the following document(s)

**NOTICE OF CONTINUED APPEAL HEARING**  
for Jay Cory

In said cause, on the following interested parties:

Mr. Jay Cory  
14547 Royal Way  
Truckee, CA 96161

X **BY U.S. POSTAL SERVICE (Mail):** I placed each such document in a sealed envelope addressed as noted above, with first-class mail postage thereon fully prepaid, for collection and mailing at Downieville, California, following the above-stated business practice, on this date.

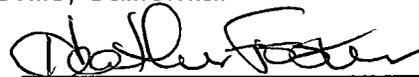
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Executed September 8, 2016 at Downieville, California.



Heather Foster, County Clerk/Recorder  
County of Sierra, State of California

**BOARD OF SUPERVISORS  
COUNTY OF SIERRA  
STATE OF CALIFORNIA**

**ORDINANCE NO. 1055**

**An Ordinance Adding Chapter 8.01 to the Sierra County Code  
Pertaining to Cultivation of Marijuana**

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

**Ordinance Section One:**

Chapter 8.01 is hereby added to the Sierra County Code as follows:

**CHAPTER 8.01 – MARIJUANA CULTIVATION  
(Ordinance 1055)**

**8.01.010 Authority and title**

Pursuant to the authority granted by Article XI, section 7 of the California Constitution, Health and Safety Code section 11362.83, and Government Code sections 25845 and 53069.4, the Board of Supervisors hereby enacts this Chapter, which shall be known and may be cited as the "Sierra County Marijuana Cultivation Ordinance."

**8.01.020 Findings and purpose**

The Board of Supervisors of the County of Sierra hereby finds and declares the following:

- (a) In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code section 11362.5 and entitled "The Compassionate Use Act of 1996").
- (b) The intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited, specified circumstances. The proposition further provides that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes." The ballot arguments supporting Proposition 215 expressly acknowledged that "Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere."
- (c) In 2004, the Legislature enacted Senate Bill 420 (codified as California Health and Safety Code sections 11362.7 et seq., and referred to as the "Medical Marijuana Program") to clarify the scope of Proposition 215, and to provide qualifying patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specified state criminal statutes. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances.

- (d) Health and Safety Code section 11362.83, both as originally enacted, and as amended by Assembly Bill 1300, further recognize that counties and cities may also adopt and enforce any other ordinances that are consistent with the Medical Marijuana Program.
- (e) The courts in California have held that neither the Compassionate Use Act nor the Medical Marijuana Program grants anyone an unfettered right to cultivate marijuana for medical purposes or limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land. Accordingly, the regulation of cultivation of medical marijuana does not conflict with either statute. (See *Browne v. County of Tehama* (2013) 213 Cal. App. 4th 704 and *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729.)
- (f) Proposition 215 and Senate Bill 420 primarily address the criminal law, providing qualifying patients and primary caregivers with limited immunity from state criminal prosecution under certain identified statutes. Neither Proposition 215 nor Senate Bill 420, nor the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use adopted pursuant to Senate Bill 420, provides comprehensive regulation of premises used for marijuana cultivation. The unregulated cultivation of marijuana in the unincorporated area of Sierra County can adversely affect the health, safety, and well-being of the County and its residents. Comprehensive regulation of premises used for marijuana cultivation is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards that may result from unregulated marijuana cultivation, and that are especially significant if the amount of marijuana cultivated on a single premises is not regulated and substantial amounts of marijuana are thereby allowed to be concentrated in one place.
- (g) Cultivation of any amount of marijuana at locations or premises within one hundred feet of schools creates unique risks that the marijuana plants may be observed by juveniles, and therefore be especially vulnerable to theft or recreational consumption by juveniles. Further, the potential for criminal activities associated with marijuana cultivation in such locations poses heightened risks that juveniles will be involved or endangered. Therefore, cultivation of any amount of marijuana in such locations or premises is especially hazardous to public safety and welfare, and to the protection of children and the person(s) cultivating the marijuana plants.
- (h) As recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime.
- (i) It is the purpose and intent of this chapter to implement state law by providing a means for regulating the cultivation of medical marijuana in a manner that is consistent with state law and which balances the needs of medical patients and their caregivers and promotes the health, safety, and welfare of the residents and businesses within the unincorporated territory of the County of Sierra. This Chapter is intended to be consistent with Proposition 215 and Senate Bill 420, and towards that end, is not intended to prohibit persons from individually, collectively, or cooperatively exercising any right otherwise granted by state law. Rather, the intent and purpose of this chapter is to establish reasonable regulations upon the manner in which marijuana may be cultivated, including restrictions on the amount of marijuana that may be individually, collectively, or cooperatively cultivated in any location or premises, in order to protect the public health, safety, and welfare in Sierra County.

- (j) The limited immunity from specified state marijuana laws provided by the Compassionate Use Act and Medical Marijuana Program does not confer the right to create or maintain a public nuisance. By adopting the regulations contained in this chapter, the County will achieve a significant reduction in the aforementioned harms caused or threatened by the unregulated cultivation of marijuana in the unincorporated area of Sierra County.
- (k) Nothing in this ordinance shall be construed to allow the use of marijuana for non-medical purposes, or allow any activity relating to the cultivation, distribution, or consumption of marijuana that is otherwise illegal under state or federal law. No provision of this Chapter deemed a defense or immunity to any action brought against any person by the Sierra County District Attorney, the Attorney General of State of California, or the United States of America.

### **8.01.030 Definitions**

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

"Cultivation" means the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof in any location, indoor or outdoor, including from within a fully enclosed and secure building.

"Enforcing officer" means the health officer or the sheriff, or the authorized deputies or designees of either or any person employed by the County of Sierra and appointed to the position of code enforcement officer, each of whom is independently authorized to enforce this chapter.

"Indoor" or "Indoors" means within a fully enclosed and secure structure that complies with the California Building Code (CBC), as adopted by the County of Sierra, that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached. The structure must be secure against unauthorized entry, accessible only through one or more lockable doors, and constructed of solid materials that cannot easily be broken through, such as 2" x 4" or thicker studs overlain with 3/8" or thicker plywood or equivalent materials.

"Legal parcel" means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the Government Code).

"Marijuana plant" means any mature or immature marijuana plant, including without limitation, any marijuana seedling.

"Outdoor" or "Outdoors" means any location that is not "indoors" within a fully enclosed and secure structure as defined herein.

"Premises" shall mean a single, legal parcel of property. Where contiguous legal parcels are under common ownership or control, such contiguous legal parcels shall be counted as a single "premises" for purposes of this chapter.

"Primary caregiver" shall have the meaning set forth in Health and Safety Code sections 11362.5 and 11362.7 *et seq.*

"Qualified patient" shall have the meaning set forth in Health and Safety Code sections 11362.5 and 11362.7 *et seq.*

"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.

#### **8.01.040 Conditions for Cultivation**

- (a) The cultivation of marijuana plants, either indoors and/or outdoors, on any premises in excess of the following limits on the number of plants and conditions set forth here, is hereby declared to be unlawful and a public nuisance that may be abated in accordance with this chapter:
1. Each person that resides on the property in a lawfully constructed dwelling and who possess appropriate medical authorization for his or her use of marijuana may grow no more than 18 marijuana plants;
  2. A person residing on the property in a lawfully constructed dwelling who as the primary caregiver for a person that possess the medical authorization for use of marijuana by a qualified patient may grow no more than 18 plants as to each such qualified patient;
  3. In no event shall the number of marijuana plants being cultivated on any property exceed 72 plants.
- (b) It is hereby declared to be unlawful and a public nuisance that may be abated in accordance with this chapter for marijuana to be grown on any premises except for the personal consumption of a qualified patient residing on the premises or, as provide above for the use of a qualified patient as to which the person residing on the premises is a primary caregiver.
- (c) The cultivation of marijuana, in any amount or quantity outdoors, upon any premises located within one hundred feet of any school is hereby declared to be unlawful and a public nuisance that may be abated in accordance with this chapter.
1. Except as provided in subdivision (c)(2), such distance shall be measured in a straight line from the boundary line of the premises upon which marijuana is cultivated to the boundary line of the premises upon which the school is located.
  2. If the premises is twenty acres or greater in size, then such distance shall be measured in a straight line from the building in which the marijuana is cultivated, or, if the marijuana is cultivated in an outdoor area, from the fence required by subdivision (d)(3), to the boundary line of the premises upon which school is located.
- (d) The cultivation of marijuana either indoors or outdoors upon any premises is hereby declared to be unlawful and a public nuisance that may be abated in accordance with this chapter, unless all of the following conditions are satisfied:
1. The person(s) cultivating marijuana on any legal parcel shall be the owner of and residing in a lawfully constructed structure on the property. However, if the person(s) cultivating the marijuana is/are not the legal owner(s) of the parcel, such person(s) shall submit a notarized letter from the legal owner(s) consenting to the cultivation of marijuana on the parcel, in which case the person(s) cultivating the marijuana must reside on the property in a lawfully constructed structure. The agency shall prescribe forms for such letters.

2. All marijuana grown outside of any building must be fully enclosed by an opaque fence at least six feet in height if the marijuana is visible from any location off of the property which contains the growing marijuana. Bushes and hedgerows, may constitute an adequate fence under this subdivision if sufficient to prevent a view of the marijuana.
3. Any outdoor area in which the marijuana is cultivated shall be set back at least ten feet from all boundaries of the premises.

Such setback distance shall be measured in a straight line from the fence required by subdivision (d)(2), to the boundary line of the premises.

4. No lights may be used outdoors as part of the growing of marijuana. Lights used indoors shall comply with all applicable laws, including without limitation, restrictions on the use of lights or lighting that interferes with the use of any radio or other communication device.
- (e) No person owning, leasing, occupying, or having charge or possession of any premises within the County shall cause, allow, suffer, or permit such premises to be used for the outdoor or indoor cultivation of marijuana plants in violation of this chapter.

#### **8.01.045 Omitted**

#### **8.01.050 Notice to Abate Unlawful Marijuana Cultivation**

Whenever the enforcing officer determines that a public nuisance as described in this Chapter exists on any premises within the unincorporated area of Sierra County, he or she is authorized to notify the owner(s) and/or occupant(s) of the property, through issuance of a "Notice to Abate Unlawful Marijuana Cultivation."

#### **8.01.060 Contents of Notice**

The notice set forth in Section 8.01.050 shall be in writing and shall:

- (a) Identify the owner(s) of the property upon which the nuisance exists, as named in the records of the County Assessor, and identify the occupant(s), if other than the owner(s), and if known or reasonably identifiable.
- (b) Describe the location of such property by its commonly used street address, giving the name or number of the street, road or highway and the number, if any, of the property.
- (c) Identify such property by reference to the assessor's parcel number.
- (d) Contain a statement that unlawful marijuana cultivation exists on the premises and that it has been determined by the enforcing officer to be a public nuisance described in this chapter.
- (e) Describe the unlawful marijuana cultivation that exists and the actions required to abate it.
- (f) Contain a statement that the owner or occupant is required to abate the unlawful marijuana cultivation within ten calendar days after the date that said notice was served.

- (g) Contain a statement that the owner or occupant may, within ten calendar days after the date that said notice was served, make a request in writing to the Clerk of the Board of Supervisors for a hearing to appeal the determination of the enforcing officer that the conditions existing constitute a public nuisance, or to show other cause why those conditions should not be abated in accordance with the provisions of this chapter.
- (h) Contain a statement that, unless the owner or occupant abates the unlawful marijuana cultivation, or requests a hearing before the Board of Supervisors, within ten calendar days of the date of the service of the notice, the County will abate the nuisance. The notice shall also state that the abatement costs, including administrative costs, may be made a special charge added to the County assessment roll and become a lien on the real property, or be placed on the unsecured tax roll.
- (i) State the applicable hearing fee, if such a fee has been established.

#### **8.01.070 Service of Notice**

- (a) The notice set forth in Section 8.01.050 shall be served by delivering it personally to the owner and to the occupant, or by mailing it by regular United States mail, together with a certificate of mailing, to the occupant of the property at the address thereof, and to any non-occupying owner at his or her address as it appears on the last equalized assessment roll, except that:
  1. If the records of the County Assessor show that the ownership has changed since the last equalized assessment roll was completed, the notice shall also be mailed to the new owner at his or her address as it appears in said records; or
  2. In the event that, after reasonable effort, the enforcing officer is unable to serve the notice as set above, service shall be accomplished by posting a copy of the notice on the real property upon which the nuisance exists as follows: Copies of the notice shall be posted along the frontage of the subject property and at such other locations on the property reasonably likely to provide notice to the owner. In no event shall fewer than two copies of the order be posted on a property pursuant to this section.
- (b) The date of service is deemed to be the date of deposit in the mail, personal delivery, or posting, as applicable.

#### **8.01.080 Administrative Review**

- (a) Any person upon whom an notice to abate unlawful marijuana cultivation has been served may appeal the determination of the enforcing officer that the conditions set forth in the notice constitute a public nuisance to the Board of Supervisors, or may show cause before the Board of Supervisors why those conditions should not be abated in accordance with the provisions of this chapter. Any such administrative review shall be commenced by filing a written request for a hearing with the Clerk of the Board of Supervisors within ten calendar days after the date that said notice was served. The written request shall include a statement of all facts supporting the appeal. The time requirement for filing such a written request shall be deemed jurisdictional and may not be waived. In the absence of a timely filed written request that complies fully with the requirements of this section, the findings of the enforcing officer contained in the notice shall become final and conclusive on the eleventh day following service of the notice.
- (b) Upon timely receipt of a written request for hearing which complies with the requirements of this section, the Clerk of the Board of Supervisors shall set a hearing date not less than seven days nor

more than thirty days from the date the request was filed. The Clerk shall send written notice of the hearing date to the requesting party, to any other parties upon whom the notice was served, and to the enforcing officer.

- (c) Any hearing conducted pursuant to this chapter need not be conducted according to technical rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The board of supervisors has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.
- (d) The Board of Supervisors may continue the administrative hearing from time to time.
- (e) The Board of Supervisors shall consider the matter de novo, and may affirm, reverse, or modify the determinations contained in the notice to abate unlawful marijuana cultivation. The Board of Supervisors shall issue a written decision which shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the enforcing officer.
- (f) The decision of the Board of Supervisors shall be final and conclusive.

#### **8.01.090 Liability for Costs**

- (a) In any enforcement action brought pursuant to this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, each person who causes, permits, suffers, or maintains the unlawful marijuana cultivation to exist shall be liable for all costs incurred by the County, including, but not limited to, administrative costs, costs incurred in conducting an administrative hearing when an order for abatement is upheld but not in a case where the order for abatement is not sustained, and any and all costs incurred to undertake, or to cause or compel any responsible party to undertake, any abatement action in compliance with the requirements of this chapter, whether those costs are incurred prior to, during, or following enactment of this chapter;
- (b) In any action by the enforcing officer to abate unlawful marijuana cultivation under this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, the prevailing party shall be entitled to a recovery of the reasonable attorney's fees incurred. Recovery of attorneys' fees under this subdivision shall be limited to those actions or proceedings in which the County elects, at the initiation of that action or proceeding, to seek recovery of its own attorney's fees. In no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the County in the action or proceeding.

#### **8.01.100 Abatement by Owner or Occupant**

Any owner or occupant may abate the unlawful marijuana cultivation or cause it to be abated at any time prior to commencement of abatement by, or at the direction of, the enforcing officer.

#### **8.10.110 Enforcement**

Whenever the enforcing officer becomes aware that an owner or occupant has failed to abate any unlawful marijuana cultivation within ten days (1) of the date of service of the notice to unlawful

marijuana cultivation, unless timely appealed, or (2) of the date of the decision of the Board of Supervisors requiring such abatement, the enforcing officer may take one or more of the following actions:

- (a) Enter upon the property and abate the nuisance by county personnel, or by private contractor under the direction of the enforcing officer. The enforcing officer may apply to a court of competent jurisdiction for a warrant authorizing entry upon the property for purposes of undertaking the work, if necessary. If any part of the work is to be accomplished by private contract, that contract shall be submitted to and approved by the board of supervisors prior to commencement of work. Nothing herein shall be construed to require that any private contract under this Code be awarded through competitive bidding procedures where such procedures are not required by the general laws of the State of California; and/or
- (b) Request that the County Counsel commence a civil action to redress, enjoin, and abate the public nuisance.

#### **8.01.120 Accounting**

The enforcing officer shall keep an account of the cost of every abatement carried out and shall render a report in writing, itemized by parcel, to the Board of Supervisors showing the cost of abatement and the administrative costs for each parcel.

#### **8.01.130 Notice of Hearing on Accounting; Waiver by Payment**

Upon receipt of the account of the enforcing officer, the Clerk of the Board of Supervisors shall deposit a copy of the account pertaining to the property of each owner in the mail addressed to the owner and include therewith a notice informing the owner that, at a date and time not less than ten (10) business days after the date of mailing of the notice, the Board of Supervisors will meet to review the account and that the owner may appear at said time and be heard. The owner may waive the hearing on the accounting by paying the cost of abatement and the cost of administration to the enforcing officer prior to the time set for the hearing by the Board of Supervisors. Unless otherwise expressly stated by the owner, payment of the cost of abatement and the cost of administration prior to said hearing shall be deemed a waiver of the right thereto and an admission that said accounting is accurate and reasonable.

#### **8.01.140 Hearing on Accounting**

- (a) At the time fixed, the Board of Supervisors shall meet to review the report of the enforcing officer. An owner may appear at said time and be heard on the questions whether the accounting, so far as it pertains to the cost of abating a nuisance upon the land of the owner is accurate and the amounts reported reasonable. The cost of administration shall also be reviewed.
- (b) The report of the enforcing officer shall be admitted into evidence. The owner shall bear the burden of proving that the costs shown and the accounting is not accurate and reasonable.
- (c) The Board of Supervisors shall also determine whether or not the owner(s) had actual knowledge of the unlawful marijuana cultivation, or could have acquired such knowledge through the exercise of reasonable diligence. If it is determined at the hearing that the owner(s) did not have actual knowledge of the unlawful marijuana cultivation, and could not have acquired such knowledge through the exercise of reasonable diligence, costs for the abatement shall not be assessed against such parcel or otherwise attempted to be collected from the owner(s) of such parcel.

**8.01.150 Modifications**

The Board of Supervisors shall make such modifications in the accounting as it deems necessary and thereafter shall confirm the report by resolution.

**8.01.160 Special Assessment/Charge and Lien**

Pursuant to section 25845 of the Government Code, the Board of Supervisors may order that the cost of abating nuisances pursuant to this Chapter and the administrative costs as confirmed by the Board be placed upon the County tax roll against the respective parcels of land, or placed on the unsecured roll; provided, however, that the cost of abatement and the cost of administration as finally determined shall not be placed on the tax roll if paid in full prior to entry of said costs on the tax roll. The Board of Supervisors may also cause notices of abatement lien to be recorded against the respective parcels of real property pursuant to section 25845 of the Government Code.

**8.01.170 Administrative Civil Penalties**

- (a) In addition to any other remedy prescribed in this chapter, any nuisance as described in this chapter may be subject to an administrative penalty of up to one thousand dollars per day. The administrative penalty may be imposed via the administrative process set forth in this section, as provided in Government Code Section 53069.4, or may be imposed by the court if the violation requires court enforcement without an administrative process.
- (b) Acts, omissions, or conditions in violation of this chapter that continue, exist, or occur on more than one day constitute separate violations on each day. Violations continuing, existing, or occurring on the service date, the effective date, and each day between the service date and the effective date are separate violations.
- (c) In the case of a continuing violation, if the violation does not create an immediate danger to health or safety, the enforcing officer or the court shall provide for a reasonable period of time, not to exceed ten days, for the person responsible for the violation to correct or otherwise remedy the violation prior to the imposition of administrative penalties.
- (d) In determining the amount of the administrative penalty, the enforcing officer, or the court if the violation requires court enforcement without an administrative process, shall take into consideration the nature, circumstances, extent, and gravity of the violation or violations, any prior history of violations, the degree of culpability, economic savings, if any resulting from the violation, and any other matters justice may require.
- (e) The enforcing officer may commence the administrative process by issuance of a notice of violation and proposed administrative penalty, which shall state the amount of the proposed administrative penalty and the reasons therefore. The notice of violation and proposed administrative penalty may be combined with a notice to abate unlawful marijuana cultivation issued pursuant to Section 8.01.050. The notice shall be served by certified mail addressed to all of the following: (i) the owner of the property on which the violation exists, at the address shown on the last equalized assessment roll or as otherwise known to the enforcing officer; (ii) anyone known to the enforcing officer to be in possession of the property subject to the notice, at the street address of the property; and (iii) any other person known to the enforcing officer who has caused, permitted, maintained, conducted, or otherwise suffered or allowed the violation to exist. The failure to serve any person described in this subsection shall not affect the validity of service or the validity of any penalties imposed upon any other person. The notice shall inform the

recipient of their right to request a hearing before the board of supervisors in accordance with this section. If such a hearing is not requested within ten days after issuance of the notice, the proposed penalty shall become final and conclusive, and the person to whom the notice was issued shall immediately make payment of the penalty amount to the County.

- (f) If any person to whom the notice is issued requests a hearing before the Board of Supervisors, the person shall be notified by first class mail, postage prepaid, when the matter has been set for hearing. After the hearing, the Board may impose, modify, or disapprove, in whole or in part, by its own order, the proposed penalty set forth in the notice. The decision of the Board of Supervisors shall be final and conclusive. Any order of the Board of Supervisors shall become effective upon issuance thereof and shall be served by first class mail, postage prepaid, upon the appellant. Payment of an administrative penalty specified in the Board of Supervisors order shall be made to the County within twenty (20) days of service of the order, unless timely appealed to the superior court in accordance with Government Code section 53069.4, subdivision (b).
- (g) Interest shall accrue on all amounts due under this section, from the effective date of the administrative penalty order, as set forth in this section, to the date paid pursuant to the laws applicable to civil money judgments.
- (h) In addition to any other legal remedy, whenever the amount of any administrative penalty imposed pursuant to this section has not been satisfied in full within ninety days and has not been timely appealed to the superior court in accordance with Government Code section 53069.4, subdivision (b), or if appealed, such appeal has been dismissed or denied, this obligation may be enforced as a lien against the real property on which the violation occurred.
  1. The lien provided herein shall have no force and effect until recorded with the County recorder. Once recorded, the administrative order shall have the force and effect and priority of a judgment lien governed by the provisions of Code of Civil Procedure section 697.340, and may be extended as provided in Code of Civil Procedure sections 683.110 to 683.220, inclusive.
  2. Interest shall accrue on the principal amount of the lien remaining unsatisfied pursuant to the law applicable to civil money judgments.
  3. Prior to recording any such lien, the enforcing officer shall prepare and file with the clerk of the board of supervisors a report stating the amounts due and owing.
  4. The clerk of the board of supervisors will fix a time, date, and place for the board of supervisors to consider the report and any protests or objections to it.
  5. The clerk of the Board of Supervisors shall serve the owner of the property with a hearing notice not less than ten days before the hearing date. The notice must set forth the amount of the delinquent administrative penalty that is due. Notice must be delivered by first class mail, postage prepaid, addressed to the owner at the address shown on the last equalized assessment roll or as otherwise known. Service by mail is effective on the date of mailing and failure of owner to actually receive notice does not affect its validity.
  6. Any person whose real property is subject to a lien pursuant to this section may file a written protest with the clerk of the Board of Supervisors and/or may protest orally at the board of supervisors meeting. Each written protest or objection must contain a description of the property in which the protesting party is interested and the grounds of such protest or objection.

7. At the conclusion of the hearing, the Board of Supervisors will adopt a resolution confirming, discharging, or modifying the lien amount.
  8. Within thirty (30) days following the Board of Supervisors' adoption of a resolution imposing a lien, the Clerk of the Board of Supervisors will file same as a judgment lien in the Sierra County Recorder's Office.
  9. Once the County receives full payment for outstanding principal, penalties, and costs, the Clerk of the Board of Supervisors will either record a notice of satisfaction or provide the owner with a notice of satisfaction for recordation at the Sierra County Recorder's Office. This notice of satisfaction will cancel the County's lien under this section.
  10. The lien may be foreclosed and the real property sold, by the filing of a complaint for foreclosure in a court of competent jurisdiction, and the issuance of a judgment to foreclose. The prevailing party shall be entitled to its attorney's fees and costs.
- (i) Administrative penalties imposed pursuant to this section shall also constitute a personal obligation of each person who causes, permits, maintains, conducts or otherwise suffers or allows the nuisance to exist. In the event that administrative penalties are imposed pursuant to this section on two or more persons for the same violation, all such persons shall be jointly and severally liable for the full amount of the penalties imposed. In addition to any other remedy, the County may prosecute a civil action through the office of the County Counsel to collect any administrative penalty imposed pursuant to this section.
  - (j) Payment of administrative penalties under this section does not excuse or discharge any continuation or repeated occurrence of the violation that is the subject of the notice of violation and proposed administrative penalty. The payment of administrative penalties does not bar the County from taking any other enforcement action regarding a violation that is not corrected.

#### **8.01.180 Administrative Hearing Fees**

- (a) The Board of Supervisors may, by resolution, establish fees for hearings conducted under Sections 8.01.080 and 8.01.165.
- (b) Failure to pay the hearing fee in a timely manner shall cause the appeal request to be automatically denied. Enforcement of the notice to abate unlawful marijuana cultivation and/or notice of violation and proposed administrative penalties, as applicable, may then proceed as if no request for hearing had been submitted.
- (c) If the hearing fee is paid and the Board of Supervisors finds there is no nuisance as described in this chapter, the hearing fee shall be refunded to the person who paid the fee, without interest.

#### **8.01.190 Enforcement by Civil Action**

As an alternative to the procedures set forth in Sections 8.01.050 through 8.01.080, the County may abate the violation of this chapter by the prosecution of a civil action through the office of the County Counsel, including an action for injunctive relief. The remedy of injunctive relief may take the form of a court order, enforceable through civil contempt proceedings, prohibiting the maintenance of the violation of this chapter or requiring compliance with other terms.

**8.01.200 Summary Abatement**

Notwithstanding any other provision of this Chapter, when any unlawful marijuana cultivation constitutes an immediate threat to public health or safety, and when the procedures set forth in Sections 8.01.050 through 8.01.080 would not result in abatement of that nuisance within a short enough time period to avoid that threat, the enforcing officer may direct any officer or employee of the County to summarily abate the nuisance. The enforcing officer shall make reasonable efforts to notify the persons identified in Section 8.01.070, but the formal notice and hearing procedures set forth in this chapter shall not apply. The County may nevertheless recover its costs for abating that nuisance in the manner set forth in Sections 8.01.120 through 8.01.160. Any action to summarily abate under the provisions of this Section shall require that the enforcing officer, prior to the commencement of the abatement, prepare written findings of the grounds for such action and the exigencies supporting same which shall be reviewed and approved by District Attorney, as appropriate, prior to the abatement action.

**8.01.210 No Duty to Enforce**

Nothing in this chapter shall be construed as imposing on the enforcing officer or the County of Sierra any duty to issue an notice to abate unlawful marijuana cultivation, nor to abate any unlawful marijuana cultivation, nor to take any other action with regard to any unlawful marijuana cultivation, and neither the enforcing officer nor the County of Sierra shall be held liable for failure to issue an order to abate any unlawful marijuana cultivation, nor for failure to abate any unlawful marijuana cultivation, nor for failure to take any other action with regard to any unlawful marijuana cultivation.

**8.01.220 Remedies Cumulative**

All remedies provided for herein are cumulative and not exclusive, and are in addition to any other remedy or penalty provided by law. Nothing in this chapter shall be deemed to authorize or permit any activity that violates any provision of state or federal law.

**8.01.230 Other Nuisance**

Nothing in this chapter shall be construed as a limitation on the County's authority to abate any nuisance which may otherwise exist from the planting, growing, harvesting, drying, processing or storage of marijuana plants or any part thereof from any location, indoor or outdoor, including from within a fully enclosed and secure building.

**8.01.240 Severability**

If any section, subsection, sentence, clause, portion, or phrase of this chapter 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 Chapter and each section, subsection, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

**8.01.250 Misdemeanor Penalty**

Any person violating any provision of this Chapter shall be guilty of a misdemeanor.

**Ordinance Section Two:**

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

Introduced at a regular meeting of the Board of Supervisors held on the 17<sup>th</sup> day of June, 2014, and passed and adopted by the Board of Supervisors of the County of Sierra, State of California, on the 22<sup>nd</sup> day of July, 2014, by the following roll call vote, to wit:

AYES: Supervisors..Huebner, Beard, Schlefstein, Roen

NOES: None

ABSTAIN: None

ABSENT: Supervisor..Adams

COUNTY OF SIERRA



PAUL ROEN, CHAIR  
BOARD OF SUPERVISORS

ATTEST:



HEATHER FOSTER  
CLERK OF THE BOARD

APPROVED AS TO FORM:



JAMES A. CURTIS  
COUNTY COUNSEL



#### **8.01.080 Administrative Review**

- (a) Any person upon whom an notice to abate unlawful marijuana cultivation has been served may appeal the determination of the enforcing officer that the conditions set forth in the notice constitute a public nuisance to the Board of Supervisors, or may show cause before the Board of Supervisors why those conditions should not be abated in accordance with the provisions of this chapter. Any such administrative review shall be commenced by filing a written request for a hearing with the Clerk of the Board of Supervisors within ten calendar days after the date that said notice was served. The written request shall include a statement of all facts supporting the appeal. The time requirement for filing such a written request shall be deemed jurisdictional and may not be waived. In the absence of a timely filed written request that complies fully with the requirements of this section, the findings of the enforcing officer contained in the notice shall become final and conclusive on the eleventh day following service of the notice.
- (b) Upon timely receipt of a written request for hearing which complies with the requirements of this section, the Clerk of the Board of Supervisors shall set a hearing date not less than seven days nor more than thirty days from the date the request was filed. The Clerk shall send written notice of the hearing date to the requesting party, to any other parties upon whom the notice was served, and to the enforcing officer.
- (c) Any hearing conducted pursuant to this chapter need not be conducted according to technical rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The board of supervisors has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.
- (d) The Board of Supervisors may continue the administrative hearing from time to time.
- (e) The Board of Supervisors shall consider the matter de novo, and may affirm, reverse, or modify the determinations contained in the notice to abate unlawful marijuana cultivation. The Board of Supervisors shall issue a written decision which shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the enforcing officer.
- (f) The decision of the Board of Supervisors shall be final and conclusive. (Ord. 1055, eff. 8/21/14)

#### **8.01.090 Liability for Costs**

- (a) In any enforcement action brought pursuant to this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, each person who causes, permits, suffers, or maintains the unlawful marijuana cultivation to exist shall be liable for all costs incurred by the County, including, but not limited to, administrative costs, costs incurred in conducting an administrative hearing when an order for abatement is upheld but not in a case where the order for abatement is not sustained, and any and all costs incurred to undertake, or to cause or compel any responsible party to undertake, any abatement action in compliance with the requirements of this chapter, whether those costs are incurred prior to, during, or following enactment of this chapter;
- (b) In any action by the enforcing officer to abate unlawful marijuana cultivation under this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, the prevailing party shall be entitled to a recovery of the reasonable attorney's fees incurred. Recovery of attorneys' fees under this subdivision shall be limited to those actions or proceedings in which the County elects, at the initiation of that action or proceeding, to seek recovery of its own attorney's fees. In no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the County in the action or proceeding. (Ord. 1055, eff. 8/21/14)

**NOTICE OF APPEAL**  
**Sierra County Code Section 8.01.080**

Appeal Hearing Body: Sierra County Board of Supervisors  
P.O. Drawer D  
Downieville, CA 95936

In the matter of the appeal of: Jeffery & Charlene Prince (owner) Tom Moellman

1. Date Notice to Abate Unlawful Marijuana Cultivation served: 8-19-16 1245 hrs
  
2. Specific reasons conditions should not be abated: There is no nuisance to the general public. I fall under a statute of limitation for a grandfather clause  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Supporting facts for appeal: Legal Residence without legal ~~dwelling~~ dwelling. I have owned property and have grown medical marijuana on said property before any time of county ordinance.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A separate sheet may be attached if more space is needed to complete items 2 and 3 above.

Please send Notice to:  
800 mammoth springs RD PO Box 861  
Allegany CA 95910

  
Signature  
Thomas Moellman  
Print or type name  
8/26/16  
Date

**Pursuant to Section 8.01.080 of the Sierra County Code the time within to appeal is as follows:**  
An administrative review shall be commenced by filing a written request for hearing with the clerk of the Board of Supervisors within 10 calendar days after the date that said notice was served.

RETURN THIS FORM TO:  
Sierra County Clerk  
P.O. Drawer D  
Downieville, CA 95936

**FILED**  
SIERRA COUNTY CLERK  
AUG 26 2016  
HEATHER FOSTER  
BY  DEPUTY

CASE #

16-01413

Sheriff-Coroner  
County of Sierra  
State of California



**Tim Standley**

100 Courthouse Square/PO Box 66  
Downieville CA 95936  
(530)289-3700 Fax (530) 289-3318

# NOTICE TO ABATE UNLAWFUL MARIJUANA CULTIVATION

Pursuant to Sierra County Ordinance 1055 section 8.01.050

Property Owner(s): JEFFREY & CHARLENE PRINCE

Property Occupant(s): THOMAS R. MOELLMAN (PER COL) / COLIN T. SIMONE (UNK?)

Property Address: 800 MAMMOTH SPRINGS ROAD, SIERRA COUNTY CA

Sierra County Assessor Parcel Number (APN#): 004-190-003-0

On 8-19-16 it was determined that unlawful marijuana cultivation exists on the above premises and it has been determined by the enforcing officer to be a public nuisance. The following violation(s) are occurring:

- No lawful dwelling on the property.
- Person cultivating marijuana does not reside on the property.
- In excess of 18 marijuana plants under cultivation per person.
- In excess of 72 marijuana plants under cultivation on the property.
- No notarized letter from the legal property owner authorizing tenant(s) to cultivate marijuana on file.
- Outdoor marijuana not properly enclosed by opaque fence and/or bushes and hedgerows.
- Marijuana under cultivation not properly set back from property boundaries.

Other violation(s): \_\_\_\_\_

Action(s) required to abate unlawful marijuana cultivation: 1) NO LAWFUL DWELLING ABATE ALL MARIJUANA PLANTS ON PROPERTY. MAX OF 18 PLANTS PER DECREE 2) NO MORE THEN 72 PLANTS ALLOWED ON PROPERTY. 3) NO NOTARIZED LETTER FROM PROPERTY OWNER ON FILE WITH SIERRA COUNTY.

~~185 MARIJUANA PLANTS UNDER CULTIVATION ON 8-19-16~~

Notice to owner and/or occupant listed above: You are required to abate the unlawful marijuana cultivation within (10) ten calendar days after this notice was served. You have the right to make a request in writing within the (10) ten calendar days to the Sierra County Clerk of the Board of Supervisors for a hearing to appeal the determination of the enforcing officer that the conditions existing constitute a public nuisance, or to show other cause why those conditions should not be abated. Unless the owner or occupant abates the unlawful marijuana cultivation, or requests a hearing before the Board of Supervisors, within ten calendar days of the date of the service of the notice, the County will abate the nuisance. Additionally, abatement costs, including administrative costs, may be made a special charge added to the County assessment roll and become a lien on the real property, or be placed on the unsecured tax roll.

DEPUTY: DET. Mike FISHER DATE OF SERVICE 8-19-16, 1245 HRS.

# SIERRA COUNTY

Clerk-Recorder  
P.O. Drawer D  
Downieville, California 95936  
Telephone (530) 289-3295  
Fax (530) 289-2830



Heather Foster  
Clerk-Recorder

August 26, 2016

Mr. Thomas Moellman  
P.O. Box 861  
Alleghany, CA 95910

RE: Appeal of Notice to Abate Unlawful Marijuana Cultivation

Dear Mr. Moellman,

Your appeal of the Notice to Abate Unlawful Marijuana Cultivation will be held on Tuesday, September 6, 2016 at 1:00 p.m. The hearing will take place in the Board of Supervisors Chambers, Courthouse, Downieville, CA.

The appeal hearing shall be conducted pursuant to Section 8.01.080 of the Sierra County Code. Upon the conclusion of the hearing the Board of Supervisors shall issue a written decision which shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the enforcing officer.

If you have additional information you wish to provide to the Board please either e-mail the information to my office at [clerk-recorder@sierracounty.ca.gov](mailto:clerk-recorder@sierracounty.ca.gov) no later than 4:00 p.m. on August 31, 2016 or bring eight (8) copies and an original to the meeting.

If you have any questions regarding your hearing please contact me.

Sincerely,

Heather Foster  
County Clerk-Recorder

cc: Jeffrey and Charlene Prince  
Detective Mike Fisher, Sierra County Sheriff's Office

Enclosure

**PROOF OF SERVICE - C.C.P. 1013A, 2015.5**

I, Heather Foster, declare that:

1. I am employed in the County of Sierra, California; I am over the age of eighteen years and not a party to the within cause; and my business address is:

100 Courthouse Square, Room 11  
Downieville, CA 95936

2. I am readily familiar with the practice of the County of Sierra in the processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.

3. On August 26, 2016, I served the following document(s)

**NOTICE OF APPEAL HEARING**  
for Thomas Moellman

In said cause, on the following interested parties:

Jeffrey and Charlene Price  
P.O. Box 619  
Sweetwater, TN 37874

X **BY U.S. POSTAL SERVICE (Mail):** I placed each such document in a sealed envelope addressed as noted above, with first-class mail postage thereon fully prepaid, for collection and mailing at Downieville, California, following the above-stated business practice, on this date.

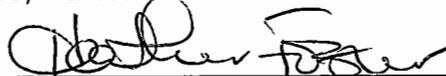
**BY PERSONAL SERVICE:** I hand-delivered each such envelope to the address(es) listed on this date.

**BY COURIER/MESSENGER SERVICE (Hand Delivery):** I caused each such envelope to be delivered by hand to the address(es) listed above on this date.

**BY FACSIMILIE:** I caused said document(s) to be transmitted by facsimile machine to the parties at the numbers(s) indicated above on this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed August 26, 2016 at Downieville, California.



Heather Foster, County Clerk/Recorder  
County of Sierra, State of California

**PROOF OF SERVICE - C.C.P. 1013A, 2015.5**

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In said cause, on the following interested parties:

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P.O. Box 861  
Downieville, CA 95936

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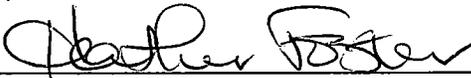
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Executed August 26, 2016 at Downieville, California.

  
\_\_\_\_\_  
Heather Foster, County Clerk/Recorder  
County of Sierra, State of California

750 0000 3021 3514

**U.S. Postal Service**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

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SWEETWATER TN 37874

Certified Mail Fee	\$3.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0118  
06  
Postmark  
Here  
08/22/2016

Postage	\$1.36
Total Postage and Fees	\$7.36

Sent to  
**JEFFRY + CHARLENE PRINCE**  
Attn and Apt. No., or PO Box No.  
**PO BOX 619**  
City, State, ZIP+4®  
**SWEETWATER TN 37874**

# SIERRA COUNTY

Clerk-Recorder  
P.O. Drawer D  
Downieville, California 95936  
Telephone (530) 289-3295  
Fax (530) 289-2830



Heather Foster  
Clerk-Recorder

September 8, 2016

Mr. Thomas Moellman  
P.O. Box 861  
800 Mammoth Springs Road  
Alleghany, CA 95910

RE: Continued Appeal of Notice to Abate Unlawful Marijuana Cultivation

Dear Mr. Moellman,

This letter is to advise you that your appeal of the Notice to Abate Unlawful Marijuana Cultivation has been continued to Tuesday, September 20, 2016 at 11:00 a.m. The continued hearing will take place at the Loyalton Social Hall, in the Loyalton City Park, Loyalton, CA.

Again, the appeal hearing shall be conducted pursuant to Section 8.01.080 of the Sierra County Code. Upon the conclusion of the hearing the Board of Supervisors shall issue a written decision which shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the enforcing officer.

If you have additional information you wish to provide to the Board please either e-mail the information to my office at [clerk-recorder@sierracounty.ca.gov](mailto:clerk-recorder@sierracounty.ca.gov) no later than 4:00 p.m. on September 14, 2016 or bring eight (8) copies and an original to the meeting.

If you have any questions regarding your hearing please contact me.

Sincerely,

Heather Foster  
County Clerk-Recorder

cc: Jeffrey and Charlene Prince  
Mr. George W.M. Mull, Esq.  
Detective Mike Fisher, Sierra County Sheriff's Office

Enclosure

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Downieville, CA 95936

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3. On September 8, 2016, I served the following document(s)

**NOTICE OF CONTINUED APPEAL HEARING**  
for Thomas Moellman

In said cause, on the following interested parties:

George W.M. Mull, Esq.  
Attorney at Law  
Tackett Mull Nicolai LLP  
845 University Avenue  
Sacramento, CA 95825

X **BY U.S. POSTAL SERVICE (Mail):** I placed each such document in a sealed envelope addressed as noted above, with first-class mail postage thereon fully prepaid, for collection and mailing at Downieville, California, following the above-stated business practice, on this date.

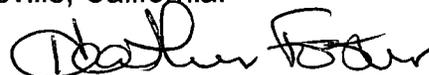
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed September 8, 2016 at Downieville, California.



Heather Foster, County Clerk/Recorder  
County of Sierra, State of California

**PROOF OF SERVICE - C.C.P. 1013A, 2015.5**

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for Thomas Moellman

In said cause, on the following interested parties:

Mr. Thomas Moellman  
P.O. Box 861  
800 Mammoth Springs Rd.  
Alleghany, CA 95910

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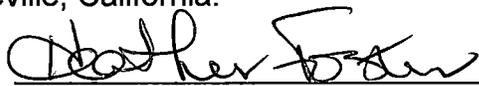
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Executed September 8, 2016 at Downieville, California.

  
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County of Sierra, State of California

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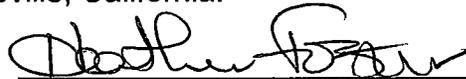
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Executed September 8, 2016 at Downieville, California.



Heather Foster, County Clerk/Recorder  
County of Sierra, State of California

**BOARD OF SUPERVISORS  
COUNTY OF SIERRA  
STATE OF CALIFORNIA**

**ORDINANCE NO. 1055**

**An Ordinance Adding Chapter 8.01 to the Sierra County Code  
Pertaining to Cultivation of Marijuana**

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

**Ordinance Section One:**

Chapter 8.01 is hereby added to the Sierra County Code as follows:

**CHAPTER 8.01 – MARIJUANA CULTIVATION  
(Ordinance 1055)**

**8.01.010 Authority and title**

Pursuant to the authority granted by Article XI, section 7 of the California Constitution, Health and Safety Code section 11362.83, and Government Code sections 25845 and 53069.4, the Board of Supervisors hereby enacts this Chapter, which shall be known and may be cited as the "Sierra County Marijuana Cultivation Ordinance."

**8.01.020 Findings and purpose**

The Board of Supervisors of the County of Sierra hereby finds and declares the following:

- (a) In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code section 11362.5 and entitled "The Compassionate Use Act of 1996").
- (b) The intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited, specified circumstances. The proposition further provides that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes." The ballot arguments supporting Proposition 215 expressly acknowledged that "Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere."
- (c) In 2004, the Legislature enacted Senate Bill 420 (codified as California Health and Safety Code sections 11362.7 et seq., and referred to as the "Medical Marijuana Program") to clarify the scope of Proposition 215, and to provide qualifying patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specified state criminal statutes. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances.

- (d) Health and Safety Code section 11362.83, both as originally enacted, and as amended by Assembly Bill 1300, further recognize that counties and cities may also adopt and enforce any other ordinances that are consistent with the Medical Marijuana Program.
- (e) The courts in California have held that neither the Compassionate Use Act nor the Medical Marijuana Program grants anyone an unfettered right to cultivate marijuana for medical purposes or limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land. Accordingly, the regulation of cultivation of medical marijuana does not conflict with either statute. (See *Browne v. County of Tehama* (2013) 213 Cal. App. 4th 704 and *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729.)
- (f) Proposition 215 and Senate Bill 420 primarily address the criminal law, providing qualifying patients and primary caregivers with limited immunity from state criminal prosecution under certain identified statutes. Neither Proposition 215 nor Senate Bill 420, nor the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use adopted pursuant to Senate Bill 420, provides comprehensive regulation of premises used for marijuana cultivation. The unregulated cultivation of marijuana in the unincorporated area of Sierra County can adversely affect the health, safety, and well-being of the County and its residents. Comprehensive regulation of premises used for marijuana cultivation is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards that may result from unregulated marijuana cultivation, and that are especially significant if the amount of marijuana cultivated on a single premises is not regulated and substantial amounts of marijuana are thereby allowed to be concentrated in one place.
- (g) Cultivation of any amount of marijuana at locations or premises within one hundred feet of schools creates unique risks that the marijuana plants may be observed by juveniles, and therefore be especially vulnerable to theft or recreational consumption by juveniles. Further, the potential for criminal activities associated with marijuana cultivation in such locations poses heightened risks that juveniles will be involved or endangered. Therefore, cultivation of any amount of marijuana in such locations or premises is especially hazardous to public safety and welfare, and to the protection of children and the person(s) cultivating the marijuana plants.
- (h) As recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime.
- (i) It is the purpose and intent of this chapter to implement state law by providing a means for regulating the cultivation of medical marijuana in a manner that is consistent with state law and which balances the needs of medical patients and their caregivers and promotes the health, safety, and welfare of the residents and businesses within the unincorporated territory of the County of Sierra. This Chapter is intended to be consistent with Proposition 215 and Senate Bill 420, and towards that end, is not intended to prohibit persons from individually, collectively, or cooperatively exercising any right otherwise granted by state law. Rather, the intent and purpose of this chapter is to establish reasonable regulations upon the manner in which marijuana may be cultivated, including restrictions on the amount of marijuana that may be individually, collectively, or cooperatively cultivated in any location or premises, in order to protect the public health, safety, and welfare in Sierra County.

- (j) The limited immunity from specified state marijuana laws provided by the Compassionate Use Act and Medical Marijuana Program does not confer the right to create or maintain a public nuisance. By adopting the regulations contained in this chapter, the County will achieve a significant reduction in the aforementioned harms caused or threatened by the unregulated cultivation of marijuana in the unincorporated area of Sierra County.
- (k) Nothing in this ordinance shall be construed to allow the use of marijuana for non-medical purposes, or allow any activity relating to the cultivation, distribution, or consumption of marijuana that is otherwise illegal under state or federal law. No provision of this Chapter deemed a defense or immunity to any action brought against any person by the Sierra County District Attorney, the Attorney General of State of California, or the United States of America.

### **8.01.030 Definitions**

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

"Cultivation" means the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof in any location, indoor or outdoor, including from within a fully enclosed and secure building.

"Enforcing officer" means the health officer or the sheriff, or the authorized deputies or designees of either or any person employed by the County of Sierra and appointed to the position of code enforcement officer, each of whom is independently authorized to enforce this chapter.

"Indoor" or "Indoors" means within a fully enclosed and secure structure that complies with the California Building Code (CBC), as adopted by the County of Sierra, that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached. The structure must be secure against unauthorized entry, accessible only through one or more lockable doors, and constructed of solid materials that cannot easily be broken through, such as 2" x 4" or thicker studs overlain with 3/8" or thicker plywood or equivalent materials.

"Legal parcel" means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the Government Code).

"Marijuana plant" means any mature or immature marijuana plant, including without limitation, any marijuana seedling.

"Outdoor" or "Outdoors" means any location that is not "indoors" within a fully enclosed and secure structure as defined herein.

"Premises" shall mean a single, legal parcel of property. Where contiguous legal parcels are under common ownership or control, such contiguous legal parcels shall be counted as a single "premises" for purposes of this chapter.

"Primary caregiver" shall have the meaning set forth in Health and Safety Code sections 11362.5 and 11362.7 *et seq.*

"Qualified patient" shall have the meaning set forth in Health and Safety Code sections 11362.5 and 11362.7 *et seq.*

"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.

#### **8.01.040 Conditions for Cultivation**

- (a) The cultivation of marijuana plants, either indoors and/or outdoors, on any premises in excess of the following limits on the number of plants and conditions set forth here, is hereby declared to be unlawful and a public nuisance that may be abated in accordance with this chapter:
1. Each person that resides on the property in a lawfully constructed dwelling and who possess appropriate medical authorization for his or her use of marijuana may grow no more than 18 marijuana plants;
  2. A person residing on the property in a lawfully constructed dwelling who as the primary caregiver for a person that possess the medical authorization for use of marijuana by a qualified patient may grow no more than 18 plants as to each such qualified patient;
  3. In no event shall the number of marijuana plants being cultivated on any property exceed 72 plants.
- (b) It is hereby declared to be unlawful and a public nuisance that may be abated in accordance with this chapter for marijuana to be grown on any premises except for the personal consumption of a qualified patient residing on the premises or, as provide above for the use of a qualified patient as to which the person residing on the premises is a primary caregiver.
- (c) The cultivation of marijuana, in any amount or quantity outdoors, upon any premises located within one hundred feet of any school is hereby declared to be unlawful and a public nuisance that may be abated in accordance with this chapter.
1. Except as provided in subdivision (c)(2), such distance shall be measured in a straight line from the boundary line of the premises upon which marijuana is cultivated to the boundary line of the premises upon which the school is located.
  2. If the premises is twenty acres or greater in size, then such distance shall be measured in a straight line from the building in which the marijuana is cultivated, or, if the marijuana is cultivated in an outdoor area, from the fence required by subdivision (d)(3), to the boundary line of the premises upon which school is located.
- (d) The cultivation of marijuana either indoors or outdoors upon any premises is hereby declared to be unlawful and a public nuisance that may be abated in accordance with this chapter, unless all of the following conditions are satisfied:
1. The person(s) cultivating marijuana on any legal parcel shall be the owner of and residing in a lawfully constructed structure on the property. However, if the person(s) cultivating the marijuana is/are not the legal owner(s) of the parcel, such person(s) shall submit a notarized letter from the legal owner(s) consenting to the cultivation of marijuana on the parcel, in which case the person(s) cultivating the marijuana must reside on the property in a lawfully constructed structure. The agency shall prescribe forms for such letters.

2. All marijuana grown outside of any building must be fully enclosed by an opaque fence at least six feet in height if the marijuana is visible from any location off of the property which contains the growing marijuana. Bushes and hedgerows, may constitute an adequate fence under this subdivision if sufficient to prevent a view of the marijuana.
3. Any outdoor area in which the marijuana is cultivated shall be set back at least ten feet from all boundaries of the premises.

Such setback distance shall be measured in a straight line from the fence required by subdivision (d)(2), to the boundary line of the premises.

4. No lights may be used outdoors as part of the growing of marijuana. Lights used indoors shall comply with all applicable laws, including without limitation, restrictions on the use of lights or lighting that interferes with the use of any radio or other communication device.
- (e) No person owning, leasing, occupying, or having charge or possession of any premises within the County shall cause, allow, suffer, or permit such premises to be used for the outdoor or indoor cultivation of marijuana plants in violation of this chapter.

#### **8.01.045 Omitted**

#### **8.01.050 Notice to Abate Unlawful Marijuana Cultivation**

Whenever the enforcing officer determines that a public nuisance as described in this Chapter exists on any premises within the unincorporated area of Sierra County, he or she is authorized to notify the owner(s) and/or occupant(s) of the property, through issuance of a "Notice to Abate Unlawful Marijuana Cultivation."

#### **8.01.060 Contents of Notice**

The notice set forth in Section 8.01.050 shall be in writing and shall:

- (a) Identify the owner(s) of the property upon which the nuisance exists, as named in the records of the County Assessor, and identify the occupant(s), if other than the owner(s), and if known or reasonably identifiable.
- (b) Describe the location of such property by its commonly used street address, giving the name or number of the street, road or highway and the number, if any, of the property.
- (c) Identify such property by reference to the assessor's parcel number.
- (d) Contain a statement that unlawful marijuana cultivation exists on the premises and that it has been determined by the enforcing officer to be a public nuisance described in this chapter.
- (e) Describe the unlawful marijuana cultivation that exists and the actions required to abate it.
- (f) Contain a statement that the owner or occupant is required to abate the unlawful marijuana cultivation within ten calendar days after the date that said notice was served.

- (g) Contain a statement that the owner or occupant may, within ten calendar days after the date that said notice was served, make a request in writing to the Clerk of the Board of Supervisors for a hearing to appeal the determination of the enforcing officer that the conditions existing constitute a public nuisance, or to show other cause why those conditions should not be abated in accordance with the provisions of this chapter.
- (h) Contain a statement that, unless the owner or occupant abates the unlawful marijuana cultivation, or requests a hearing before the Board of Supervisors, within ten calendar days of the date of the service of the notice, the County will abate the nuisance. The notice shall also state that the abatement costs, including administrative costs, may be made a special charge added to the County assessment roll and become a lien on the real property, or be placed on the unsecured tax roll.
- (i) State the applicable hearing fee, if such a fee has been established.

#### **8.01.070 Service of Notice**

- (a) The notice set forth in Section 8.01.050 shall be served by delivering it personally to the owner and to the occupant, or by mailing it by regular United States mail, together with a certificate of mailing, to the occupant of the property at the address thereof, and to any non-occupying owner at his or her address as it appears on the last equalized assessment roll, except that:
  1. If the records of the County Assessor show that the ownership has changed since the last equalized assessment roll was completed, the notice shall also be mailed to the new owner at his or her address as it appears in said records; or
  2. In the event that, after reasonable effort, the enforcing officer is unable to serve the notice as set above, service shall be accomplished by posting a copy of the notice on the real property upon which the nuisance exists as follows: Copies of the notice shall be posted along the frontage of the subject property and at such other locations on the property reasonably likely to provide notice to the owner. In no event shall fewer than two copies of the order be posted on a property pursuant to this section.
- (b) The date of service is deemed to be the date of deposit in the mail, personal delivery, or posting, as applicable.

#### **8.01.080 Administrative Review**

- (a) Any person upon whom an notice to abate unlawful marijuana cultivation has been served may appeal the determination of the enforcing officer that the conditions set forth in the notice constitute a public nuisance to the Board of Supervisors, or may show cause before the Board of Supervisors why those conditions should not be abated in accordance with the provisions of this chapter. Any such administrative review shall be commenced by filing a written request for a hearing with the Clerk of the Board of Supervisors within ten calendar days after the date that said notice was served. The written request shall include a statement of all facts supporting the appeal. The time requirement for filing such a written request shall be deemed jurisdictional and may not be waived. In the absence of a timely filed written request that complies fully with the requirements of this section, the findings of the enforcing officer contained in the notice shall become final and conclusive on the eleventh day following service of the notice.
- (b) Upon timely receipt of a written request for hearing which complies with the requirements of this section, the Clerk of the Board of Supervisors shall set a hearing date not less than seven days nor

more than thirty days from the date the request was filed. The Clerk shall send written notice of the hearing date to the requesting party, to any other parties upon whom the notice was served, and to the enforcing officer.

- (c) Any hearing conducted pursuant to this chapter need not be conducted according to technical rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The board of supervisors has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.
- (d) The Board of Supervisors may continue the administrative hearing from time to time.
- (e) The Board of Supervisors shall consider the matter de novo, and may affirm, reverse, or modify the determinations contained in the notice to abate unlawful marijuana cultivation. The Board of Supervisors shall issue a written decision which shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the enforcing officer.
- (f) The decision of the Board of Supervisors shall be final and conclusive.

#### **8.01.090 Liability for Costs**

- (a) In any enforcement action brought pursuant to this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, each person who causes, permits, suffers, or maintains the unlawful marijuana cultivation to exist shall be liable for all costs incurred by the County, including, but not limited to, administrative costs, costs incurred in conducting an administrative hearing when an order for abatement is upheld but not in a case where the order for abatement is not sustained, and any and all costs incurred to undertake, or to cause or compel any responsible party to undertake, any abatement action in compliance with the requirements of this chapter, whether those costs are incurred prior to, during, or following enactment of this chapter;
- (b) In any action by the enforcing officer to abate unlawful marijuana cultivation under this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, the prevailing party shall be entitled to a recovery of the reasonable attorney's fees incurred. Recovery of attorneys' fees under this subdivision shall be limited to those actions or proceedings in which the County elects, at the initiation of that action or proceeding, to seek recovery of its own attorney's fees. In no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the County in the action or proceeding.

#### **8.01.100 Abatement by Owner or Occupant**

Any owner or occupant may abate the unlawful marijuana cultivation or cause it to be abated at any time prior to commencement of abatement by, or at the direction of, the enforcing officer.

#### **8.10.110 Enforcement**

Whenever the enforcing officer becomes aware that an owner or occupant has failed to abate any unlawful marijuana cultivation within ten days (1) of the date of service of the notice to unlawful

marijuana cultivation, unless timely appealed, or (2) of the date of the decision of the Board of Supervisors requiring such abatement, the enforcing officer may take one or more of the following actions:

- (a) Enter upon the property and abate the nuisance by county personnel, or by private contractor under the direction of the enforcing officer. The enforcing officer may apply to a court of competent jurisdiction for a warrant authorizing entry upon the property for purposes of undertaking the work, if necessary. If any part of the work is to be accomplished by private contract, that contract shall be submitted to and approved by the board of supervisors prior to commencement of work. Nothing herein shall be construed to require that any private contract under this Code be awarded through competitive bidding procedures where such procedures are not required by the general laws of the State of California; and/or
- (b) Request that the County Counsel commence a civil action to redress, enjoin, and abate the public nuisance.

#### **8.01.120 Accounting**

The enforcing officer shall keep an account of the cost of every abatement carried out and shall render a report in writing, itemized by parcel, to the Board of Supervisors showing the cost of abatement and the administrative costs for each parcel.

#### **8.01.130 Notice of Hearing on Accounting; Waiver by Payment**

Upon receipt of the account of the enforcing officer, the Clerk of the Board of Supervisors shall deposit a copy of the account pertaining to the property of each owner in the mail addressed to the owner and include therewith a notice informing the owner that, at a date and time not less than ten (10) business days after the date of mailing of the notice, the Board of Supervisors will meet to review the account and that the owner may appear at said time and be heard. The owner may waive the hearing on the accounting by paying the cost of abatement and the cost of administration to the enforcing officer prior to the time set for the hearing by the Board of Supervisors. Unless otherwise expressly stated by the owner, payment of the cost of abatement and the cost of administration prior to said hearing shall be deemed a waiver of the right thereto and an admission that said accounting is accurate and reasonable.

#### **8.01.140 Hearing on Accounting**

- (a) At the time fixed, the Board of Supervisors shall meet to review the report of the enforcing officer. An owner may appear at said time and be heard on the questions whether the accounting, so far as it pertains to the cost of abating a nuisance upon the land of the owner is accurate and the amounts reported reasonable. The cost of administration shall also be reviewed.
- (b) The report of the enforcing officer shall be admitted into evidence. The owner shall bear the burden of proving that the costs shown and the accounting is not accurate and reasonable.
- (c) The Board of Supervisors shall also determine whether or not the owner(s) had actual knowledge of the unlawful marijuana cultivation, or could have acquired such knowledge through the exercise of reasonable diligence. If it is determined at the hearing that the owner(s) did not have actual knowledge of the unlawful marijuana cultivation, and could not have acquired such knowledge through the exercise of reasonable diligence, costs for the abatement shall not be assessed against such parcel or otherwise attempted to be collected from the owner(s) of such parcel.

**8.01.150 Modifications**

The Board of Supervisors shall make such modifications in the accounting as it deems necessary and thereafter shall confirm the report by resolution.

**8.01.160 Special Assessment/Charge and Lien**

Pursuant to section 25845 of the Government Code, the Board of Supervisors may order that the cost of abating nuisances pursuant to this Chapter and the administrative costs as confirmed by the Board be placed upon the County tax roll against the respective parcels of land, or placed on the unsecured roll; provided, however, that the cost of abatement and the cost of administration as finally determined shall not be placed on the tax roll if paid in full prior to entry of said costs on the tax roll. The Board of Supervisors may also cause notices of abatement lien to be recorded against the respective parcels of real property pursuant to section 25845 of the Government Code.

**8.01.170 Administrative Civil Penalties**

- (a) In addition to any other remedy prescribed in this chapter, any nuisance as described in this chapter may be subject to an administrative penalty of up to one thousand dollars per day. The administrative penalty may be imposed via the administrative process set forth in this section, as provided in Government Code Section 53069.4, or may be imposed by the court if the violation requires court enforcement without an administrative process.
- (b) Acts, omissions, or conditions in violation of this chapter that continue, exist, or occur on more than one day constitute separate violations on each day. Violations continuing, existing, or occurring on the service date, the effective date, and each day between the service date and the effective date are separate violations.
- (c) In the case of a continuing violation, if the violation does not create an immediate danger to health or safety, the enforcing officer or the court shall provide for a reasonable period of time, not to exceed ten days, for the person responsible for the violation to correct or otherwise remedy the violation prior to the imposition of administrative penalties.
- (d) In determining the amount of the administrative penalty, the enforcing officer, or the court if the violation requires court enforcement without an administrative process, shall take into consideration the nature, circumstances, extent, and gravity of the violation or violations, any prior history of violations, the degree of culpability, economic savings, if any resulting from the violation, and any other matters justice may require.
- (e) The enforcing officer may commence the administrative process by issuance of a notice of violation and proposed administrative penalty, which shall state the amount of the proposed administrative penalty and the reasons therefore. The notice of violation and proposed administrative penalty may be combined with a notice to abate unlawful marijuana cultivation issued pursuant to Section 8.01.050. The notice shall be served by certified mail addressed to all of the following: (i) the owner of the property on which the violation exists, at the address shown on the last equalized assessment roll or as otherwise known to the enforcing officer; (ii) anyone known to the enforcing officer to be in possession of the property subject to the notice, at the street address of the property; and (iii) any other person known to the enforcing officer who has caused, permitted, maintained, conducted, or otherwise suffered or allowed the violation to exist. The failure to serve any person described in this subsection shall not affect the validity of service or the validity of any penalties imposed upon any other person. The notice shall inform the

recipient of their right to request a hearing before the board of supervisors in accordance with this section. If such a hearing is not requested within ten days after issuance of the notice, the proposed penalty shall become final and conclusive, and the person to whom the notice was issued shall immediately make payment of the penalty amount to the County.

- (f) If any person to whom the notice is issued requests a hearing before the Board of Supervisors, the person shall be notified by first class mail, postage prepaid, when the matter has been set for hearing. After the hearing, the Board may impose, modify, or disapprove, in whole or in part, by its own order, the proposed penalty set forth in the notice. The decision of the Board of Supervisors shall be final and conclusive. Any order of the Board of Supervisors shall become effective upon issuance thereof and shall be served by first class mail, postage prepaid, upon the appellant. Payment of an administrative penalty specified in the Board of Supervisors order shall be made to the County within twenty (20) days of service of the order, unless timely appealed to the superior court in accordance with Government Code section 53069.4, subdivision (b).
- (g) Interest shall accrue on all amounts due under this section, from the effective date of the administrative penalty order, as set forth in this section, to the date paid pursuant to the laws applicable to civil money judgments.
- (h) In addition to any other legal remedy, whenever the amount of any administrative penalty imposed pursuant to this section has not been satisfied in full within ninety days and has not been timely appealed to the superior court in accordance with Government Code section 53069.4, subdivision (b), or if appealed, such appeal has been dismissed or denied, this obligation may be enforced as a lien against the real property on which the violation occurred.
  1. The lien provided herein shall have no force and effect until recorded with the County recorder. Once recorded, the administrative order shall have the force and effect and priority of a judgment lien governed by the provisions of Code of Civil Procedure section 697.340, and may be extended as provided in Code of Civil Procedure sections 683.110 to 683.220, inclusive.
  2. Interest shall accrue on the principal amount of the lien remaining unsatisfied pursuant to the law applicable to civil money judgments.
  3. Prior to recording any such lien, the enforcing officer shall prepare and file with the clerk of the board of supervisors a report stating the amounts due and owing.
  4. The clerk of the board of supervisors will fix a time, date, and place for the board of supervisors to consider the report and any protests or objections to it.
  5. The clerk of the Board of Supervisors shall serve the owner of the property with a hearing notice not less than ten days before the hearing date. The notice must set forth the amount of the delinquent administrative penalty that is due. Notice must be delivered by first class mail, postage prepaid, addressed to the owner at the address shown on the last equalized assessment roll or as otherwise known. Service by mail is effective on the date of mailing and failure of owner to actually receive notice does not affect its validity.
  6. Any person whose real property is subject to a lien pursuant to this section may file a written protest with the clerk of the Board of Supervisors and/or may protest orally at the board of supervisors meeting. Each written protest or objection must contain a description of the property in which the protesting party is interested and the grounds of such protest or objection.

7. At the conclusion of the hearing, the Board of Supervisors will adopt a resolution confirming, discharging, or modifying the lien amount.
  8. Within thirty (30) days following the Board of Supervisors' adoption of a resolution imposing a lien, the Clerk of the Board of Supervisors will file same as a judgment lien in the Sierra County Recorder's Office.
  9. Once the County receives full payment for outstanding principal, penalties, and costs, the Clerk of the Board of Supervisors will either record a notice of satisfaction or provide the owner with a notice of satisfaction for recordation at the Sierra County Recorder's Office. This notice of satisfaction will cancel the County's lien under this section.
  10. The lien may be foreclosed and the real property sold, by the filing of a complaint for foreclosure in a court of competent jurisdiction, and the issuance of a judgment to foreclose. The prevailing party shall be entitled to its attorney's fees and costs.
- (i) Administrative penalties imposed pursuant to this section shall also constitute a personal obligation of each person who causes, permits, maintains, conducts or otherwise suffers or allows the nuisance to exist. In the event that administrative penalties are imposed pursuant to this section on two or more persons for the same violation, all such persons shall be jointly and severally liable for the full amount of the penalties imposed. In addition to any other remedy, the County may prosecute a civil action through the office of the County Counsel to collect any administrative penalty imposed pursuant to this section.
  - (j) Payment of administrative penalties under this section does not excuse or discharge any continuation or repeated occurrence of the violation that is the subject of the notice of violation and proposed administrative penalty. The payment of administrative penalties does not bar the County from taking any other enforcement action regarding a violation that is not corrected.

#### **8.01.180 Administrative Hearing Fees**

- (a) The Board of Supervisors may, by resolution, establish fees for hearings conducted under Sections 8.01.080 and 8.01.165.
- (b) Failure to pay the hearing fee in a timely manner shall cause the appeal request to be automatically denied. Enforcement of the notice to abate unlawful marijuana cultivation and/or notice of violation and proposed administrative penalties, as applicable, may then proceed as if no request for hearing had been submitted.
- (c) If the hearing fee is paid and the Board of Supervisors finds there is no nuisance as described in this chapter, the hearing fee shall be refunded to the person who paid the fee, without interest.

#### **8.01.190 Enforcement by Civil Action**

As an alternative to the procedures set forth in Sections 8.01.050 through 8.01.080, the County may abate the violation of this chapter by the prosecution of a civil action through the office of the County Counsel, including an action for injunctive relief. The remedy of injunctive relief may take the form of a court order, enforceable through civil contempt proceedings, prohibiting the maintenance of the violation of this chapter or requiring compliance with other terms.

**8.01.200 Summary Abatement**

Notwithstanding any other provision of this Chapter, when any unlawful marijuana cultivation constitutes an immediate threat to public health or safety, and when the procedures set forth in Sections 8.01.050 through 8.01.080 would not result in abatement of that nuisance within a short enough time period to avoid that threat, the enforcing officer may direct any officer or employee of the County to summarily abate the nuisance. The enforcing officer shall make reasonable efforts to notify the persons identified in Section 8.01.070, but the formal notice and hearing procedures set forth in this chapter shall not apply. The County may nevertheless recover its costs for abating that nuisance in the manner set forth in Sections 8.01.120 through 8.01.160. Any action to summarily abate under the provisions of this Section shall require that the enforcing officer, prior to the commencement of the abatement, prepare written findings of the grounds for such action and the exigencies supporting same which shall be reviewed and approved by District Attorney, as appropriate, prior to the abatement action.

**8.01.210 No Duty to Enforce**

Nothing in this chapter shall be construed as imposing on the enforcing officer or the County of Sierra any duty to issue an notice to abate unlawful marijuana cultivation, nor to abate any unlawful marijuana cultivation, nor to take any other action with regard to any unlawful marijuana cultivation, and neither the enforcing officer nor the County of Sierra shall be held liable for failure to issue an order to abate any unlawful marijuana cultivation, nor for failure to abate any unlawful marijuana cultivation, nor for failure to take any other action with regard to any unlawful marijuana cultivation.

**8.01.220 Remedies Cumulative**

All remedies provided for herein are cumulative and not exclusive, and are in addition to any other remedy or penalty provided by law. Nothing in this chapter shall be deemed to authorize or permit any activity that violates any provision of state or federal law.

**8.01.230 Other Nuisance**

Nothing in this chapter shall be construed as a limitation on the County's authority to abate any nuisance which may otherwise exist from the planting, growing, harvesting, drying, processing or storage of marijuana plants or any part thereof from any location, indoor or outdoor, including from within a fully enclosed and secure building.

**8.01.240 Severability**

If any section, subsection, sentence, clause, portion, or phrase of this chapter 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 Chapter and each section, subsection, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

**8.01.250 Misdemeanor Penalty**

Any person violating any provision of this Chapter shall be guilty of a misdemeanor.

**Ordinance Section Two:**

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

Introduced at a regular meeting of the Board of Supervisors held on the 17<sup>th</sup> day of June, 2014, and passed and adopted by the Board of Supervisors of the County of Sierra, State of California, on the 22<sup>nd</sup> day of July, 2014, by the following roll call vote, to wit:

AYES: Supervisors..Huebner, Beard, Schlefstein, Roen

NOES: None

ABSTAIN: None

ABSENT: Supervisor..Adams

COUNTY OF SIERRA



PAUL ROEN, CHAIR  
BOARD OF SUPERVISORS

ATTEST:



HEATHER FOSTER  
CLERK OF THE BOARD

APPROVED AS TO FORM:



JAMES A. CURTIS  
COUNTY COUNSEL

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

<b>MEETING DATE:</b> September 20, 2016	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
<b>DEPARTMENT:</b> Information Systems <b>APPROVING PARTY:</b> Laura A. Marshall <b>PHONE NUMBER:</b> 530-289-3283	

<b>AGENDA ITEM:</b> Approval to pay licensing for Cisco phone system	
<b>SUPPORTIVE DOCUMENTS ATTACHED:</b> <input checked="" type="checkbox"/> Memo <input type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input checked="" type="checkbox"/> Other Memo and Quote 9742	
<b>BACKGROUND INFORMATION:</b> Please refer to memo	
<b>FUNDING SOURCE:</b> GENERAL FUND, AB109, SB678, HEALTH AND HUMAN SERVICES, SUPERIOR COURT	
<b>GENERAL FUND IMPACT:</b> No Additional General Fund Impact	
<b>OTHER FUND:</b>	
<b>AMOUNT:</b> \$25,013.74 One Time Expense	
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**SPACE BELOW FOR CLERK'S USE**

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

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CLERK TO THE BOARD _____	DATE _____
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# MEMO

September 14, 2016

To: Sierra County Board of Supervisors  
From: Laura Marshall, Information Systems Manager  
Re: Cisco VOIP Phone Licensing

On September 2, 2016, I received an email from Development Group, Inc., regarding licensing the phones and telepresence for the Voice Over Internet Protocol phone system recently purchased. When I questioned this bill I was informed that licensing of the phones was not included in the initial quote that was financed with Bank of America.

The licensing will be for five (5) years, ending May 16, 2021. The cost to the general fund office of Management Information Systems can be absorbed by the budget adopted by the County Board on September 6, 2016—no additional funding is required.

Cost to be billed, by fund:

General Fund	\$ 7,155.76
AB109 (sheriff)	\$ 2,441.96
AB109 (DA)	\$ 348.32
SB678 (probation)	\$ 1,423.31
HHS	\$10,670.56
Superior Court	<u>\$ 2,973.83</u>
Total Cost	<u>\$25,013.74</u>



development group, inc

# Quote #9742

Company: COUNTY OF SIERRA	Requested By: Pete Van De Koolwyk Field Engineer	Proposal Description: SMARTcare Services Coverage	Development Group, Inc. PO Box 991484 Redding, CA 96099-1484 Phone: (530) 229-0071 Fax: (530) 248-3415
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Bill To: COUNTY OF SIERRA PO BOX 8 DOWNIEVILLE, CA 95936-0008	Ship To: COUNTY OF SIERRA PO BOX 8 DOWNIEVILLE, CA 95936-0008	Sold To: COUNTY OF SIERRA PO BOX 8 DOWNIEVILLE, CA 95936-0008
Created: 5/17/2016 Expires: 6/17/2016 Version: 1	Account Manager: bherman Systems Engineer: mbennett	Payment Terms: Net 30
Project:		

Line No	Qty	Product	Unit Price	Ext'd Price	Tax
1	139	<b>CON-ECMU-UCMUWLST</b> UCM-10X-UWLSTD (BE6000 UCM v10 CUWL Standard User License), SN:, ECMU, New 13214377 from 05/17/2016 to 05/16/2021	172.28	23,946.92	
2	2	<b>CON-ECMU-UCMUCLTP</b> UCM-10X-TP-UCL (BE6000 UCM 10X Telepresence Room User Connect License), SN:, ECMU, New 13214377 from 05/17/2016 to 05/16/2021	344.57	689.14	
3	17	<b>CON-ECMU-UCMESSUC</b> UCM-10X-ESS-UCL (BE6K UCM 10X Essential User Connect License - Single), SN:, ECMU, New 13214377 from 05/17/2016 to 05/16/2021	22.09	375.53	
				Subtotal	\$25,011.59
				Handling	\$2.00
				Estimated Sales Tax (7.50%)	\$0.15
				Professional Services	\$0.00
				Shipping	\$0.00
				<b>Total</b>	<b>\$25,013.74</b>

## Notes



development group, inc

**Quote #9742**

## About Sales Tax

Items sold by Development Group, Inc. and shipped to destinations in California and Nevada are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

## Company & Payment Information

### Mailing Address Office Locations

Development Group, Inc.  
PO Box 991484  
Redding, CA 96099-1484

Development Group, Inc.  
6704 Lockheed Dr  
Redding, CA 96002

Phone: (530) 229-0071  
Fax: (530) 248-3415

### Payment Information

Development Group, Inc.  
32880 Collections Center  
Dr  
Chicago, IL 60693

Federal Tax ID: 26-  
3740919

### Wire Transfer Information

**Domestic Wire Transfer (U.S.)**  
Wire Routing Transit Number (RTN):  
026009593  
Bank Name: Bank of America  
City, State: Chicago, IL  
Account Number: 8188065595  
Title of Account: DEVELOPMENT  
GROUP INC

### International Wire Transfer

Wire Routing Transit Number:  
026009593  
SWIFT Code: BOFAUS3N  
Bank Name: Bank of America  
City, State: Chicago, IL  
Account Number: 8188065595  
Title of Account: DEVELOPMENT  
GROUP INC

Note: All wire transfers must be made in US Dollars



development group, inc

Quote #9742

## Cisco SMARTnet Proposed Service Details

Qty	Product Number	Service Level	Service Product Number	Term	Customer Price
139	<b>CON-ECMU-UCMUWLST</b> UCM-10X-UWLSTD (BE6000 UCM v10 CUWL Standard User License), SN:, ECMU, New 13214377 from 05/17/2016 to 05/16/2021	NONE			0.00
2	<b>CON-ECMU-UCMUCLTP</b> UCM-10X-TP-UCL (BE6000 UCM 10X Telepresence Room User Connect License), SN:, ECMU, New 13214377 from 05/17/2016 to 05/16/2021	NONE			0.00
17	<b>CON-ECMU-UCMESSUC</b> UCM-10X-ESS-UCL (BE6K UCM 10X Essential User Connect License - Single), SN:, ECMU, New 13214377 from 05/17/2016 to 05/16/2021	NONE			0.00
				<b>SMARTnet Subtotal</b>	<b>\$0.00</b>

**Resolve network problems rapidly with direct, anytime access to Cisco experts and hardware replacement matched to your needs.**

### When Minutes Matter, Depend on Cisco SMARTnet Service to Deliver

As networks evolve and critical business processes, system, and services are added, the consequences of downtime increase dramatically. When a problem occurs that can disrupt business continuity, IT departments are under intense pressure to resolve the issue as quickly as possible before it can affect the business. Cisco SMARTnet Service facilitates rapid problem resolution and improves operational efficiency through a combination of expert troubleshooting assistance, online tools, and flexible device coverage options. You experience the benefits of greater network availability while reducing operating costs.

### Move quickly with Anytime Access to Cisco Expertise and Resources

Cisco SMARTnet Service is an award-winning technical support service that gives your IT staff direct, anytime access to Technical Assistance Center (TAC) engineers and Cisco.com resources. You receive the fast, expert response and the dedicated accountability you require to resolve critical network issues.

Cisco SMARTnet Service provides the following device-level support:

- Global access 24 hours a day, 365 days a year to specialized engineers in the Cisco TAC.
- Anytime access to the extensive Cisco.com online knowledge base, resources, and tools.
- Hardware replacement options include 2-hour, 4-hour, Next-business-day (NBD) advance replacement, as well as Return for Repair (RFR).
- Ongoing operating system software updates, including both minor and major releases within your licensed feature set.
- Proactive diagnostics and real-time alerts on select devices with Smart Call Home.

In addition, Cisco SMARTnet Onsite Service is an option that provides a field engineer to install replacement parts at your location and help ensure that your network operates at the highest levels.

### Connect Directly to the Network Experts at Cisco

When a network problem is affecting business-critical systems, you want fast access to technology experts with experience in diagnosing the toughest problems. Cisco SMARTnet Service connects you directly to the Cisco TAC, staffed by Cisco professionals certified in a broad range of Cisco foundational and advanced technologies. The Cisco TAC employs a sophisticated system that automatically routes

**The Value of Cisco Support**  
"We have maintenance contracts with multiple vendors and Cisco is the most responsive of them all. When we have a network issue, we count on their four-hour response time to have the problem resolved."

-Thuan Nguyn, Director of Information Technology  
Kent School District

### Facts About TAC Engineers

- Thousands of expert networking technologists with specialized certifications



Cisco SMARTnet & Cisco SMARTnet Onsite Services	All	Renewable contracts	Advance Replacement: 24x7x2 hour 24x7x4 hour 8x5x4 hour 8x5xNBD	Yes, ongoing updates within the licensed feature set	Yes	Only with onsite option	Yes, 24x7 full access	Yes
Cisco Warranty	All	Standard hardware: 90 days (specific products 1 year/limited lifetime) Standard software: 90 days	Advance Replacement (10 days)	No	No	No	No	No



**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**AUTHORIZATION FOR THE AUDITOR TO MAKE CERTAIN  
CHANGES TO THE 2016/2017 FINAL BUDGET  
SHERIFF'S  
OFF-HIGHWAY VEHICLE (OHV) GRANT FUNDS**

**RESOLUTION 2016-\_\_\_\_**

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

**NOW, THEREFORE BE IT RESOLVED**, that the Auditor is hereby authorized to make the following transfer of funds and budget changes to the 2016/2017 final budget,

Appropriations:

0015450	Increase Services & Supplies	\$11,254.00
0010000	Increase Grant Revenue	\$11,254.00

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 20th day of September, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

County of Sierra:

---

Lee Adams  
Chairman of the Board

Attest:

Approved as to Form:

---

Heather Foster  
Clerk of the Board

---

David Prentice  
County Counsel

**PROJECT AGREEMENT**

PROJECT AGREEMENT NUMBER: G14-03-55-L01      PROJECT TYPE: Law Enforcement

GRANTEE: Sierra County Sheriff's Office

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 08/01/2015 THROUGH 07/31/2016

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$14,374.00 (Fourteen Thousand Three Hundred Seventy Four and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description, The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME:	AUTHORIZED NAME: Sixto J. Fernandez
TITLE:	TITLE: Grants Manager
DATE:	DATE:

**CERTIFICATION OF FUNDING (FOR STATE USE ONLY)**

CONTRACT NUMBER: C32-27-124		VENDOR NUMBER: 4000000006-00		FUND: Off-Highway Vehicle Trust Fund	
INDEX: 1550	OBJECT CODE: 702	PCA: 62671	CONTRACT AMOUNT: 14,374.00	APPROPRIATION: Local Assistance	
ITEM: 3780-101-0263		CHAPTER: 10/15	STATUTE: 2015	FISCAL YEAR: 2015/2016	

*I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.*

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015**  
**Agency: Sierra County Sheriff's Office**  
**Application: Law Enforcement**

<b>APPLICANT NAME :</b>	Sierra County Sheriff's Office		
<b>PROJECT TITLE :</b>	Law Enforcement	<b>PROJECT NUMBER (Division use only) :</b>	G14-03-55-L01
<b>PROJECT TYPE :</b>	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	This project is to provide for OHV related law enforcement activities within the jurisdiction of the Sierra County Sheriff's Office. The activities may include, but are not limited to patrol, barrier installation, maps, and search and rescue. The project may also include the purchase of equipment, materials and/or supplies directly related to such activities.  The grantee is required to provide a minimum of 25% of the total project cost in matching funds.		

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
-----------	-----	------	-----	------------	-------	-------

**DIRECT EXPENSES**

**Program Expenses**

1	Staff						
1.	Law Enforcement Officers Notes : This would include patrol deputies, sergeants and other supervisors while conducting OHV related work. Sierra County has 9 sworn staff members including the Sheriff. As a result everyone may at sometime patrol OHV areas. This is not an uncommon to have a supervisor or the newest trained patrol deputy on OHV related work. OHV related work may be patrol, doing search and rescue work or education for the community while on an OHV.	132.000 0	60.000	HRS	7,920.00	0.00	7,920.00
							\$1 -3K → PORT. RADIOS \$1 -1K → SAFETY VEST, RADIO HOLDERS, ETC... \$1 -800 → COLD WEATHER GEAR (CLOTHING) <hr/> \$1 7,920 - 4,800 <hr/> \$1 3,120
2.	Technician	208.000	23.000	HRS	0.00	4,784.00	4,784.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
 Agency: Sierra County Sheriff's Office  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Notes : The "technician" rate is the rate which the US Government calculates the of pay rate of volunteers, if they were to be paid. These "technicians" will be trained Search and Rescue personnel.	0					
<b>Total for Staff</b>				7,920.00	4,784.00	12,704.00
<b>2 Contracts</b>						
<b>3 Materials / Supplies</b>						
1. Safety Equipment Notes : Heavy duty high visibility parka for cold or in-climate weather searches. These would be made Mountain Uniforms in Incline Village	10.0000	220.000	EA	2,200.00	0.00	2,200.00
						+800 COLD WEATHER CLOTHING
2. Safety Equipment Notes : Search and rescue safety vests for high visibility situations and wearing over other equipment for easy identification.	22.0000	25.000	EA	550.00	0.00	550.00
						+1K → SAFETY VESTS, RADIO HOLDERS ETC...
3. Handheld GPS Notes : Purchase of Rino 650 GPS for anyone using the OHV. These GPS have a family radio service that can communicate with other searchers, or the general public.	5.0000	380.000	EA	1,900.00	0.00	1,900.00
						+3K → RADIOS
4. Batteries Notes : Batteries for the GPS	1.0000	4.000	EA	4.00	0.00	4.00
<b>Total for Materials / Supplies</b>				4,654.00	0.00	-4,654.00
<b>4 Equipment Use Expenses</b>						

9,454

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2014/2015  
 Agency: Sierra County Sheriff's Office  
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
1. Vehicle Operations and Maintenance Notes : Estimated repair, upkeep and maintenance for each of the off road vehicles we possess. 4 ATV's, 6 Snowmobiles.	6.0000	300.000	EA	1,800.00	0.00	1,800.00
<b>5 Equipment Purchases</b>						
<b>6 Others</b>						
1. Training Notes : OHV training put on by the division or other allied agency.	4.0000	80.000	HRS	0.00	320.00	320.00
<b>Total Program Expenses</b>				14,374.00	5,104.00	19,478.00
<b>TOTAL DIRECT EXPENSES</b>				14,374.00	5,104.00	19,478.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1 Indirect Costs</b>						
<b>Total Indirect Costs</b>				0.00	0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>				0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>				<b>14,374.00</b>	<b>5,104.00</b>	<b>19,478.00</b>
<b>TOTAL PROJECT AWARD</b>				<b>14,374.00</b>		

MODIFICATION TO GRANT  
 IN THE AMOUNT OF \$4,800  
 TO SUPPLIES & EQUIPMENT  
 BRINGING THE COSTS OF  
 SUPPLIES & EQUIPMENT UP  
 TO \$11,254.00

**From:** Matt Boyd <[mattboyd@sierracounty.ca.gov](mailto:mattboyd@sierracounty.ca.gov)>  
**Date:** June 30, 2016 at 10:37:03 AM PDT  
**To:** Brad Dempster <[braddempster@sierracounty.ca.gov](mailto:braddempster@sierracounty.ca.gov)>  
**Subject:** FW: OHV adjustment in funds 2014/15

This is what I sent our OHV contact with the adjustments for monies. Here is all of her contact info. Will scan our grant shortly.

Cathy Perry  
Law Enforcement Grants and Cooperative Agreements  
(916) 324-1584  
[Cathy.Perry@parks.ca.gov](mailto:Cathy.Perry@parks.ca.gov)

Matt

-----Original Message-----

**From:** Matt Boyd  
**Sent:** Tuesday, June 21, 2016 1:53 PM  
**To:** [Cathy.Perry@parks.ca.gov](mailto:Cathy.Perry@parks.ca.gov)  
**Cc:** Brad Dempster <[braddempster@sierracounty.ca.gov](mailto:braddempster@sierracounty.ca.gov)>  
**Subject:** OHV adjustment in funds 2014/15

Hello Ms. Perry,

We had a great site inspection from Brian Barton yesterday and he suggested I contact you for movement of funds from our grant from one category to another.

Here is what we would like to do:

1. From staff monies move \$3,000 to equipment for purchase of 20 slightly used portable radios, Chargers, and batteries.
2. Take \$1,000 from staff to equipment for safety vests, radio vest holders, and similar safety equipment.
3. Take \$800 from staff to equipment for additional parka purchases for staff use on OHV during foul weather operations.

What action do we need to do to help this happen on our end?

Sincerely,

Matt Boyd  
Sierra County Sheriff's Office  
[mattboyd@sierracounty.ca.gov](mailto:mattboyd@sierracounty.ca.gov)  
530-289-3700  
Sent from my iPhone

**Fwd: OHV adjustment in funds 2014/15 (2)**

People

[shanahorton01 <shanahorton01@yahoo.com>](mailto:shanahorton01@yahoo.com) Sent from my Verizon 4G LTE smartphone

To

[Cathy Perry](mailto:Cathy.Perry@parks.ca.gov)

Jul 22 at 1:51 PM

[Reply](#), [Reply All](#) or [Forward](#) | [More](#)

[Perry, Cathy@Parks <Cathy.Perry@parks.ca.gov>](mailto:Cathy.Perry@parks.ca.gov) Hi Shana, Per our discussion, your requests below have been approved. Can you provide a brief explanation as to why the funds were no longer needed in the Staff line item? Regards, Cathy Perry Grant Administrator California State Parks Off-Highway Motor Vehicle Recreation Division 1725 23rd Street, Suite 200 Sacramento, CA 95816 Phone: (916) 324-1584 Email: [Cathy.Perry@parks.ca.gov](mailto:Cathy.Perry@parks.ca.gov) [http://ohv.parks.ca.gov/?page\\_id=1164](http://ohv.parks.ca.gov/?page_id=1164)

To

[shanahorton01](mailto:shanahorton01@yahoo.com)

Jul 27 at 4:39 PM

Hi Shana,

Per our discussion, your requests below have been approved. Can you provide a brief explanation as to why the funds were no longer needed in the Staff line item?

Regards,

**Cathy Perry**

*Grant Administrator*

*California State Parks*

*Off-Highway Motor Vehicle Recreation Division*

*1725 23<sup>rd</sup> Street, Suite 200*

*Sacramento, CA 95816*

*Phone: (916) 324-1584*

*Email: [Cathy.Perry@parks.ca.gov](mailto:Cathy.Perry@parks.ca.gov)*

[http://ohv.parks.ca.gov/?page\\_id=1164](http://ohv.parks.ca.gov/?page_id=1164)

Show original message

From: [shanahorton01 \[mailto:shanahorton01@yahoo.com\]](mailto:shanahorton01@yahoo.com)

Sent: Friday, July 22, 2016 1:23 PM

To: [Perry, Cathy@Parks](mailto:Perry, Cathy@Parks)

Subject: Fwd: OHV adjustment in funds 2014/15

----- Original message -----

From: [Brad Dempster <braddempster@sierracounty.ca.gov>](mailto:braddempster@sierracounty.ca.gov)

Date: 7/10/16 8:54 AM (GMT-08:00)

To: [shanahorton01@yahoo.com](mailto:shanahorton01@yahoo.com)

Subject: Fwd: OHV adjustment in funds 2014/15

**Deputy Sheriff Brad Dempster**

**Search and Rescue Coordinator**

**Sierra County Sheriff's Office**

**(530) 289-3700~Dispatch**

**(530) 289-2911~Direct**

**(530) 289-3318~Fax**

**[braddempster@sierracounty.ca.gov](mailto:braddempster@sierracounty.ca.gov)**

Begin forwarded message:

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

<b>MEETING DATE:</b> September 20, 2016	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
<b>DEPARTMENT:</b> Department of Public Works and Transportation <b>APPROVING PARTY:</b> Tim H. Beals <b>PHONE NUMBER:</b> (530) 289-3201	

**AGENDA ITEM:** Amendment to Agreement 2013-115 with MGE Engineering, Inc. extending term and increasing compensation in the amount of \$12,452.05 for construction support services for the construction phase of the Rehabilitation of the North For Yuba River Bridge at Jim Crow Road.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other  
.

**BACKGROUND INFORMATION:** Construction support is a necessary component of the project in order to address questions and clarifications (engineering support), review submittals, and so forth, throughout the project.

**FUNDING SOURCE:** FEDERAL BRIDGE PROGRAM  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$12,452.05. N/A

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

**SPACE BELOW FOR CLERK'S USE**

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

\_\_\_\_\_  
CLERK TO THE BOARD DATE

**AGREEMENT NO. 2016-**

(An Amendment to Agreement No 2013-115, 2014-077, and 2015-060)

**AMENDMENT to AGREEMENT  
FOR PROFESSIONAL SERVICES  
North Fork Yuba River Bridge at Jim Crow Road  
Construction Support**

The following is an amendment to that certain Agreement No. 2013-115 (“Agreement”) with an Effective Date of November 5, 2013, by and between the County of Sierra, a political subdivision of the State of California (“the County”) and **MGE Engineering, Inc.**, “Contractor”.

1. Provision 1 of the Agreement, pertaining to Scope of Service is hereby amended to include provision of construction support during on an as requested bases in accordance cost proposal attached as Exhibit 1. Project support during the bidding through construction phases of this project includes but is not limited to clarifications, submittal review and recommendations, change proposal review and recommendations and project inspections.
2. Provision 3 of the Agreement, pertaining to Payment is hereby amended to include additional compensation in the amount not to exceed \$12,452.05. Maximum contract amount is \$140,525.07.
3. Provision 2 of the agreement pertaining to Term is hereby amended to extend the termination date to June 30, 2017.
4. All other terms and conditions of the Agreement to remain the same.
5. This Amendment shall have an Effective Date of August 2, 2016.

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

COUNTY OF SIERRA

“CONTRACTOR”

\_\_\_\_\_  
LEE ADAMS  
Chairman, Board of Supervisors

\_\_\_\_\_  
H. FRED HUANG, P.E., President  
MGE Engineering, Inc.

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
Clerk of the Board

\_\_\_\_\_  
DAVID PRENTICE  
County Counsel

EXHIBIT 10-H COST PROPOSAL  
 CONSTRUCTION PHASE - Bidding and Construction Design Support

Consultant: MGE Engineering, Inc.  
 Date: October 2, 2013

Project: Jim Crow Road Bridge

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Robert Sennett, P.E., S.E.	16	\$ 80.00	\$ 1,280.00
Supervising Civil Engineer	Jeffery Crovitz, P.E.	0	\$ 63.00	\$ -
Senior Construction Manager	Marty Jackson, P.E.	0	\$ 70.00	\$ -
Senior Bridge Engineer	Diane Wang, Ph.D., P.E.	0	\$ 54.60	\$ -
Associate Bridge Engineer	Sean Fu, P.E.	40	\$ 41.00	\$ 1,640.00
Associate Civil Engineer	Bradley Reichel, P.E.	16	\$ 37.60	\$ 601.60
Assistant Civil Engineer	Richard Huang, P.E.	0	\$ 32.00	\$ -
CAD Technician	Staff	8	\$ 40.00	\$ 320.00

Total Hours 80

LABOR COSTS

Subtotal Direct Labor Costs	\$ 3,841.60
Anticipated Salary Increases	\$ 250.00
<b>TOTAL DIRECT LABOR COSTS</b>	<b>\$ 4,091.60</b>

FRINGE BENEFITS

Fringe Benefits	Rate: <u>45.0%</u>	<b>TOTAL FRINGE BENEFITS</b>	<b>\$ 1,841.22</b>
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INDIRECT COSTS

General and Administrative O/H	Rate: <u>125.0%</u>	<b>TOTAL INDIRECT COSTS</b>	<b>\$ 5,114.50</b>
--------------------------------	---------------------	-----------------------------	--------------------

FIXED FEE

Rate: <u>10.0%</u>	<b>TOTAL PROFIT</b>	<b>\$ 1,104.73</b>
--------------------	---------------------	--------------------

OTHER DIRECT COSTS

Travel/Mileage	\$ 300.00
Reproduction	\$ -
Delivery	\$ -
Subconsultant Cost	
Sycamore Environmental, Inc.	\$ -
Francis Heritage, LLC	\$ -
Pinnacle Environmental, Inc.	\$ -
Crawford & Associates, Inc.	\$ -
Andregg Geomatics, Inc.	\$ -
Total Subconsultant Cost	\$ -
<b>TOTAL OTHER DIRECT COSTS</b>	<b>\$ 300.00</b>

**TOTAL COST** \$ 12,452.05

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

<b>MEETING DATE:</b> September 20, 2016	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Health & Human Services <b>APPROVING PARTY:</b> Darden Bynum, Director <b>PHONE NUMBER:</b> (530) 993-6700
---

**AGENDA ITEM:** Approval of the Memorandum of Understanding between California Health and Wellness and Sierra County Public Health for Coordination of Services.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other  
Memorandum of Understanding

**BACKGROUND INFORMATION:** The MOU between the managed care plan and Sierra County Public Health is a document that clearly delineates the roles and responsibilities of each organization with regard to the health care of the Medi-Cal recipients in Sierra County.

**FUNDING SOURCE:** 0515610  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$ N/A

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

**SPACE BELOW FOR CLERK'S USE**

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

**COMMENTS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CLERK TO THE BOARD \_\_\_\_\_ DATE \_\_\_\_\_

**Social Services**

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

**Downieville, California**

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

**Mental Health/Drug/Alcohol**

P.O. Box 265  
Loyalton, California 96118  
704 Mill Street  
**530-993-6746**  
Fax 530-993-6759

**Health Department**

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



Darden Bynum, LCSW  
Director

## Memorandum

**To:** Sierra County Board of Supervisors

**From:** Darden Bynum, Director, Health & Human Services

**Reference:** Agenda items

**Date of memo** 09.13.16

**Date of Board Meeting:** 09.20.16

**Regarding:** Board of Supervisor approval of the Memorandum of Understanding between California Health and Wellness and Sierra County Public Health for Coordination of Services.

**Executive summary:** This memo is to request Board of Supervisor approval of the Memorandum of Understanding between California Health and Wellness and Sierra County Public Health for Coordination of Services

**Background information:** The MOU between the managed care plans and Sierra County Public Health is a document that clearly delineates the roles and responsibilities of each organization with regard to the health care of the Medi-Cal recipients in Sierra County. The Public Health Department has long served as a safety net for residents who are un/under-insured as well as providing preventive health care and other critical health-related services. With the implementation of managed care to all the California counties, some of the responsibilities that are currently under the jurisdiction of Public Health will be transferred to the managed care plans. (Examples are CHDP follow-up services and potentially, all of the responsibility for care and medical coordination of CCS patients.) During the period of transition of these responsibilities, communication and coordination between the health plans and the local health departments will ensure patients receive the care they need as well as to allow the health plan to support and enhance the work of the health department.

In addition to communicating and coordinating about these programs in transition, the MOU helps us to coordinate care and avoid duplicating our efforts. The MOU allows the two organizations to exchange information about the care of our mutual clients; with this agreement in place, we can make sure a patient is getting the attention they need from their provider, the health plan, public health and community based organizations.

**Fiscal Impact:** No county general funds are used in this MOU.

**Recommendation:** The Sierra County HHS Director is recommending that the Board of Supervisors approve this Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**CALIFORNIA HEALTH AND WELLNESS PLAN and**  
**Sierra County Public Health for**  
**COORDINATION OF SERVICES**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of this 20th day of September, 2016 by and between Sierra County Public Health, a Political Subdivision of the State of California, and CALIFORNIA HEALTH AND WELLNESS PLAN (“CHWP”), a health care service plan, to facilitate coordination of services separately arranged and delivered by Sierra County (“COUNTY”) and CHWP (hereinafter referred to as the “Parties” collectively or a “Party” individually).

WHEREAS, CHWP has executed or will execute a contract (“Medi- Cal Contract”) with the Department of Health Care Services to provide or arrange for the provision of health care services to those Medi-Cal individuals who are assigned to CHWP (“Members”) in the county or counties where CHWP is approved to operate under the terms of its Medi-Cal Contract (“Service Area”).

WHEREAS, COUNTY, through its Sierra County Public Health, is mandated by State of California (“State”) and federal laws to provide specific public health services to the residents of COUNTY who may be Members or eligible to be Members.

WHEREAS, under the terms of its Medi-Cal Contract, CHWP is required to negotiate in good faith and execute a memorandum of understanding with local health departments to facilitate the coordination of certain public health services for Members.

NOW, THEREFORE, in consideration of the purposes stated above and the promises exchanged herein, and other valuable consideration, receipt of which is hereby acknowledged, the Parties agree to fulfill the responsibilities set forth in this MOU and all attachments thereto, as follows:

1. TERM

This MOU shall become effective the 20<sup>th</sup> day of September, 2016 and automatically renew annually thereafter.

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2. TERMINATION

A. Non-Allocation of Funds – The terms of this MOU, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this MOU terminated at any time by giving CHWP sixty (60) days advance written notice.

B. Without Cause – Under circumstances other than those set forth above, this MOU may be terminated by CHWP or COUNTY or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

3. COMPENSATION

The program responsibilities and coordination of efforts conducted pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by CHWP or COUNTY, one to the other.

4. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CHWP under this MOU, it is mutually understood and agreed that CHWP, including any and all of CHWP's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CHWP shall perform its work and function. CHWP and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this MOU.

Because of its status as an independent contractor, CHWP shall have absolutely no right to employment rights and benefits available to COUNTY employees. CHWP shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CHWP shall be solely responsible and save COUNTY harmless from all matters relating to payment of CHWP's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this MOU, CHWP may be providing services to others unrelated to the COUNTY or to this MOU.

5. HOLD-HARMLESS

Each of the Parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either Party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other Party. Each Party hereto agrees to indemnify, defend (if requested by the other Party) and save harmless the other Party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the Party, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, either Party agrees to indemnify the other Party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other Party.

6. DISCLOSURE OF SELF-DEALING TRANSACTIONS

Members of CHWP Board of Directors shall disclose any self-dealing transactions that they are a Party to while CHWP is providing goods or performing services under this MOU. A self-dealing transaction shall mean a transaction to which CHWP is a Party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions to which they are a Party.

7. CONFIDENTIALITY

All responsibilities performed and information shared by the Parties under this MOU shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality.

8. NON-DISCRIMINATION

During the performance of this MOU, CHWP shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

9. RECORDS, AUDITS AND INSPECTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party's contract with a State agency.

10. NOTICES

The persons having authority to give and receive notices under this MOU and their addresses include the following:

<u>CHWP</u>	<u>COUNTY</u>
<u>California Health and Wellness</u>	<u>Sierra County Public Health</u>
<u>1740 Creekside Oaks Drive, Suite 200</u>	<u></u>
<u>Sacramento, CA 95833</u>	<u></u>
<u></u>	<u></u>

or to such other address as such Party may designate in writing.

Any and all notices between COUNTY and CHWP provided for or permitted under this MOU or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party.

11. GOVERNING LAW

The Parties agree that for the purposes of venue, performance under this MOU is to be in Sierra County, California.

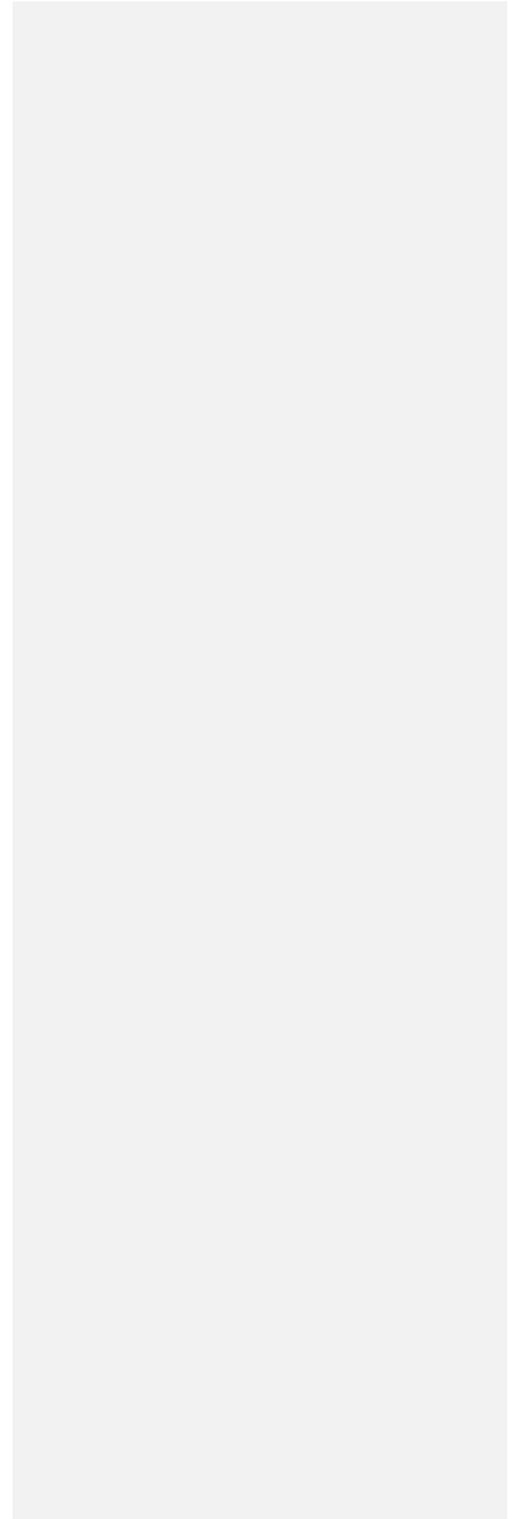
The rights and obligations of the Parties and all interpretation and performance of this MOU shall be governed in all respects by the provisions of California Department of Health Care Services' official policy letters and the laws and regulations of the State of California.

12. AMENDMENTS

Except as otherwise provided in this MOU, this MOU may be amended only by written agreement of duly authorized representatives of the Parties. Each Party shall provide the other with 60 business days' notice of intent to change a material term of this MOU. Notwithstanding the foregoing, any amendments required by a change in State or federal law, regulation, or Medi-Cal Contract shall take effect immediately. Amendments to this MOU may be subject to review and/or approval by State or local agencies, including but not limited to, the Department of Health Care Services, the Department of Managed Health Care, and Department of Public Health.

13. ENTIRE AGREEMENT

This MOU and all Attachments thereto, as set forth below, constitutes the entire agreement between CHWP and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this MOU.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

**California Health and Wellness Plan**

**Sierra County Public Health**

(Legibly Print Name of Provider)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

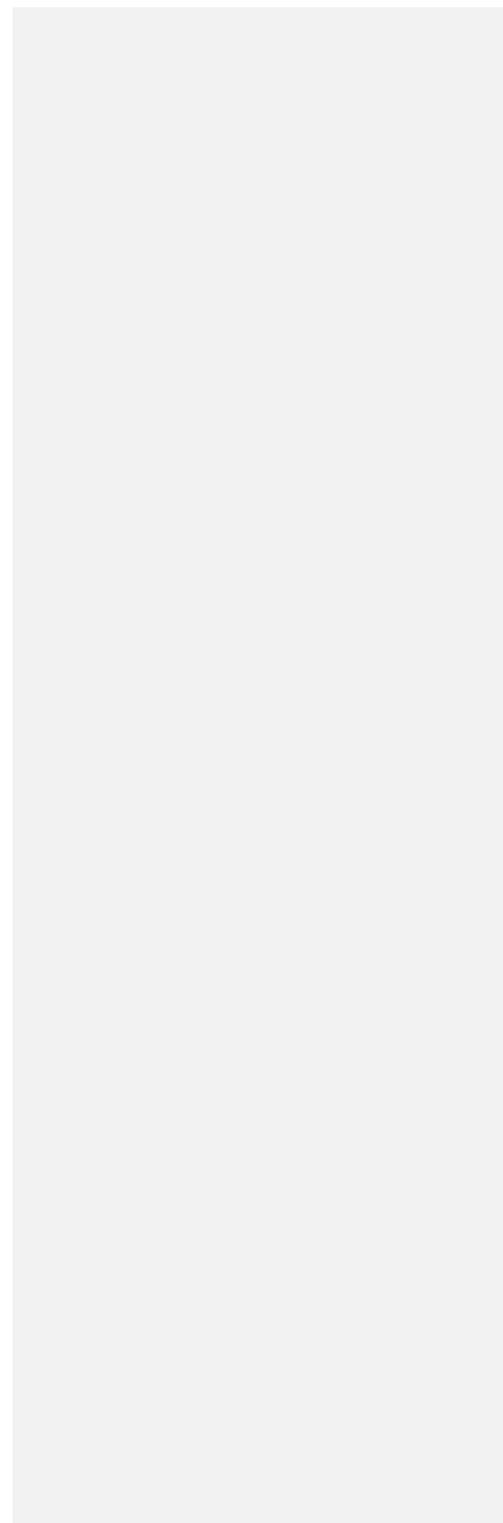
ECM #: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

**To be completed by California Health and Wellness Plan only:**

Effective Date of Agreement: \_\_\_\_\_

Included in Agreement	Attachment/Exhibit
X	Attachment – Maternal, Child, and Adolescent Health Program
X	Attachment – California Children's Services
X	Attachment – Child Health and Disability Prevention Program
X	Attachment – Tuberculosis Direct Observes Therapy
X	Attachment – Local Women, Infants and Children (WIC) Supplemental Food Program



**THE MATERNAL, CHILD, AND ADOLESCENT HEALTH PROGRAM**

Sierra County Public Health is responsible for the planning, implementation and evaluation of services that address the health priorities and primary needs of infants, mothers, children and adolescents, and their families in Sierra County. Sierra County Public Health carries out these functions and responsibilities through its administration of the Maternal, Child and Adolescent Health Program (“MCAH Program”) and its Comprehensive Perinatal Services Program (“CPSP”). Through CPSP, a program administered through MCAH, Sierra County Public Health integrates nutrition, psychosocial, and health education assessments, interventions, and perinatal education with basic obstetrical care. Provider participation in the program requires a formal application process and certification by the State Department of Public Health.

While CHWP members may be eligible for MCAH services, the Parties understand and agree that these services are not covered by CHWP under its contract with the Department of Health Care Services and CHWP will not be responsible for compensation to Sierra County, or any division thereof, for such services.

The Parties hereby agree to coordinate services relative to the MCAH Program as follows:

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
<b>A. Policies and Procedures</b>	1. MCAH will maintain a copy of pertinent CHWP policies and procedures, as appropriate.	1. CHWP will provide a copy of pertinent CHWP policies and procedures to the MCAH Program.
<b>B. Liaison</b>	1. The appropriate Division Manager or MCAH Program designee will coordinate activities with CHWP and will notify county MCAH Program staff of their roles and responsibilities. <ul style="list-style-type: none"> <li>a. The Perinatal Services Coordinator (PSC) will be the liaison with CHWP for all Comprehensive Perinatal Services Program (CPSP) activities.</li> <li>b. The goal of the PSC is to communicate and collaborate with CHWP to improve pregnancy outcomes, encourage early access to prenatal care, and encourage breastfeeding for all new mothers.</li> </ul> 2. MCAH Program and CHWP staff will meet quarterly or more frequently, if requested by either liaison.	1. CHWP will appoint a designee to coordinate activities with county MCAH Program staff and who will notify CHWP employees and contracting providers of their roles and responsibilities. 2. CHWP and MCAH staff will meet quarterly or more frequently, if requested by either liaison. 3. CHWP staff will work with MCAH Program staff to develop, implement, and coordinate a work plan as indicated.
	3. MCAH Program staff will work with CHWP to develop, implement, and coordinate a work plan as indicated.	

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
<b>C. Outreach</b>	<ol style="list-style-type: none"> <li>1. MCAH Program staff will outreach in high risk areas based on perinatal outcome indicators.</li> <li>2. MCAH Program staff will outreach to potentially eligible pregnant women and assist them in accessing care, including medical care, Medi-Cal services, reproductive health services, and other support services when they are identified through usual referral sources.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will inform members of maternal and child health services available from MCAH and CHWP.</li> <li>2. CHWP will collaborate with MCAH outreach staff to reasonably ensure early access to care upon notification of pregnant members.</li> </ol>
<b>D. Appointment Scheduling and Transportation Assistance</b>	<ol style="list-style-type: none"> <li>1. MCAH Program staff will assist in linking eligible pregnant women with CHWP as appropriate and as identified through the established outreach and CCM systems.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP primary care physicians are responsible for referring members to appropriate physician specialist services and obstetricians providing CPSP services.</li> <li>2. CHWP will provide transportation assistance to its members in accordance with its transportation policy.</li> </ol>
<b>E. Health Education</b>	<ol style="list-style-type: none"> <li>1. The PSC will collaborate with State Department of Public Health MCAH Branch and/or CHWP provider education, as mutually agreed and as described in the work plan.</li> <li>2. As resources allow, MCAH Program staff may provide community-wide education on relevant MCAH Program topics.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will provide education to contracting providers and their staff regarding perinatal issues, breastfeeding, and women’s health.</li> <li>2. CHWP and its contracting providers will provide member education materials and face-to-face education regarding perinatal issues, breastfeeding, and women’s health.</li> <li>3. CHWP will collaborate with PSC on provider education relevant to CPSP guidelines.</li> </ol>
<b>F. Case Management</b>	<ol style="list-style-type: none"> <li>1. The appropriate Division Manager, or MCAH Program designee, will provide technical assistance and consultation to CHWP on available perinatal and community resources and linkages, as requested.</li> <li>2. MCAH Program staff may assist in providing coordination of care and supplemental support services for CHWP members, including hard-to-reach pregnant women and those identified as high risk, with</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP primary care physicians are responsible for primary care case management, coordination of referrals, and continuity of care.</li> <li>2. CHWP primary care physicians are responsible for following up on missed appointments.</li> <li>3. CHWP primary care physicians are responsible for assessing and referring pregnant women, when appropriate, to available</li> </ol>

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>CHWP, as resources allow and as available through outreach and CCM systems.</p> <p>3. MCAH Program will accept referrals of high-risk pregnant women for case management services, as capacity allows.</p>	<p>community resources, including genetic screening and counseling, public health nursing services, lactation services and WIC.</p>
<b>G. CPSP Application Approval</b>	<p>1. The PSC will provide to CHWP, on a quarterly basis, any changes in the CPSP application process.</p> <p>2. The PSC will assist providers in the CPSP application process.</p> <p>3. On a quarterly basis, the PSC will provide CHWP with a list of State-approved CPSP providers.</p>	<p>1. CHWP has the primary responsibility for provider recruitment and credentialing on CPSP Panel.</p> <p>2. CHWP will encourage providers not already approved by the State to provide CPSP services to apply to the State for approval.</p> <p>3. CHWP will encourage and support CPSP community training and education provided by State and local MCAH Program for contracting providers and their staff.</p>
<b>H. Planning and Referral of Services</b>	<p>1. MCAH Program staff will collaborate with CHWP in identifying unmet health and service needs.</p> <p>2. MCAH Program outreach staff will assist in linking eligible pregnant women, with CHWP as appropriate and as identified through the available outreach and CCM systems.</p> <p>3. MCAH Program staff will provide referral form to CHWP.</p>	<p>1. CHWP will strive to identify service needs or gaps and will develop a plan for addressing them e.g., language, literacy, cultural competency.</p> <p>2. CHWP will develop procedures for continuity of care following termination of a member’s coverage with CHWP.</p> <p>3. CHWP will provide referral of high-risk pregnant women for risk assessment to determine need for CCM and/or care coordination services.</p>
<b>I. Data Collection and Quality Assurance</b>	<p>1. The appropriate Division Manager or MCAH Program designee retains responsibility for ongoing review of health status indicators, such as infant morbidity and mortality, and statistics that contribute to them.</p> <p>2. At the State’s request, the PSC will assist the State in follow-up of corrective action plans identified</p>	<p>1. CHWP will monitor services to ensure they are provided in accordance with CHWP quality management program requirements.</p> <p>2. CHWP will collect needed data indicators through CHWP resources.</p> <p>3. CHWP will develop corrective</p>

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>by audits.</p> <p>3. The PSC will provide consultation and ongoing review of CHWP CPSP requirements implemented by their contracting providers.</p> <p>4. The PSC will collaborate on quality management compliance and oversight activities with CPSP providers.</p>	<p>action plan when standards are not met.</p> <p>4. CHWP will ensure collection and analysis of data available through CHWP MIS on a quarterly basis and will share the data with appropriate Division Manager or MCAH Program designee as mutually agreed upon. Type of data shared will be determined based on standard health status indicators as mutually agreed upon and defined in the work plan.</p> <p>5. If invited, CHWP will participate in task force groups and fetal infant mortality reviews (FIMR) and will participate in community-wide corrective action plans, as mutually agreed. CHWP will encourage families with fetal/infant deaths to participate with FIMR client interviews.</p> <p>6. CHWP will collaborate on quality management compliance and oversight activities with CPSP providers.</p> <p>7. CHWP will provide a list of their OB contract providers to the CHWP PSC on a quarterly basis.</p>
<b>J. Perinatal Access</b>	<p>1. The appropriate Division Manager or MCAH Program designee will work closely with CHWP and community groups regarding access to care issues for Medi-Cal eligible and ineligible pregnant women.</p> <p>2. MCAH Program staff will provide a list to CHWP of other health care resources for pregnant and parenting members who may lose Medi-Cal eligibility.</p>	<p>1. CHWP will participate with MCAH Program liaison and community groups to address access to care issues of eligible pregnant women and their children.</p> <p>2. CHWP will use reasonable efforts to refer pregnant women and their infants to culturally competent, language appropriate, and geographically accessible obstetricians PCP/pediatricians on a timely basis.</p> <p>3. CHWP will provide to the appropriate Division Manager or PSC, on a quarterly basis, a list of contracting providers.</p>

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
<b>K. Provider Network</b>	<ol style="list-style-type: none"> <li>1. PSC will provide a current list of CPSP providers to CHWP on a quarterly basis.</li> <li>2. PSC may provide CPSP community training and education locally or in collaboration with the State for providers and their staff, as resources allow.</li> <li>3. PSC will provide technical assistance to CHWP on relevance of CPSP protocols and assessment tools to present practice, current referral resources, and will assist CHWP in developing plans with providers to resolve any identified needs and/or deficiencies.</li> <li>4. PSC will provide consultation to CHWP on perinatal health education resources available to contracting providers and support the provision of CPSP comprehensive perinatal care.</li> <li>5. PSC will distribute CPSP provider program information to all certified CPSP providers in CHWP.</li> <li>6. PSC will collaborate with CHWP on organizing and conducting information sharing activities (e.g., roundtables, newsletters) for perinatal providers in the community.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP has the primary responsibility for contracting provider recruitment and credentialing.</li> <li>2. CHWP will ensure that all obstetric care contracting providers receive orientation on State-approved prenatal care standards.</li> <li>3. CHWP will disseminate CPSP provider information to applicable contracting providers.</li> <li>4. CHWP will inform contracting providers of available community education services and encourage participation or use.</li> </ol>
<b>L. Monitoring</b>	<ol style="list-style-type: none"> <li>1. Local MCAH Program and CHWP staff will meet at least quarterly to monitor this agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> <li>3. The appropriate Division Manager or MCAH Program designee and</li> </ol>	<ol style="list-style-type: none"> <li>1. Liaisons from CHWP and the local MCAH Program will meet at least quarterly to monitor this agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> <li>3. CHWP and the appropriate</li> </ol>

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	CHWP will conduct an annual review of this agreement.	Division Manager or MCAH Program designee will conduct an annual review of this agreement.
<b>M. Conflict Resolution</b>	1. Issues that cannot be resolved by the MCAH Program liaison will be referred to the MCAH Program Medical Director and/or the Department of Health Care Services or Department of Public Health, as appropriate.	1. Issues that cannot be resolved by the CHWP liaison will be referred to the CHWP Medical Director, Quality Improvement Committee, and/or the Department of Health Care Services as appropriate.

**CALIFORNIA CHILDREN'S SERVICES**

The California Children's Services ("CCS") Program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS-eligible medical conditions. CCS also provides medical therapy services that are delivered at public schools. In counties with populations greater than 200,000 (independent counties), the CCS Program is administered locally by the county. In counties with populations under 200,000 ("dependent counties"), the Department of Health Care Services' Children's Medical Services ("CMS") Branch administers the program in coordination with the respective county and provides medical case management and eligibility and benefits determination through its regional offices.

Sierra County is a dependent county and administers the CCS Program through Sierra County Public Health.

While California Health and Wellness Plan ("CHWP") Members may be CCS-eligible, the Parties understand and agree that CCS services are not covered by CHWP under its contract with the Department of Health Care Services and CHWP will not be responsible for compensation to Sierra County, or any division thereof, for such services.

CHWP and its contracting providers will identify children with potential CCS-eligible conditions and arrange for their referral to the Sierra County CCS office. Services not related to the CCS-eligible condition will be provided by CHWP and CHWP will make every effort to coordinate with the CCS-approved provider.

The Parties hereby agree to collaborate services relative to CCS as follows:

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
<b>A. Liaison</b>	<ol style="list-style-type: none"> <li>1. Designate a liaison to CHWP who will be the program's point of contact for the health CHWP and its networks to coordinate all related activities.</li> <li>2. Meet, at a minimum, quarterly, to ensure ongoing communication; resolve operational and administrative problems; and identify policy issues needing resolution at the management level.</li> </ol>	<ol style="list-style-type: none"> <li>1. Designate a liaison to CCS to coordinate and track referrals.</li> <li>2. Meet, at a minimum, quarterly to ensure ongoing communication; resolve operational and administrative problems; and identify policy issues needing resolution at the management level.</li> </ol>
<b>B. Provider Training</b>	<ol style="list-style-type: none"> <li>1. Collaborate with CHWP to assist with the development of CCS related policies and procedures, as needed by CHWP and CCS.</li> <li>2. Collaborate with CHWP to provide multiple initial training opportunities that will give providers an understanding of the CCS Program and eligibility requirements.</li> </ol>	<ol style="list-style-type: none"> <li>1. Develop policies and procedures that will ensure that providers are informed of CCS eligibility requirements and the need to identify potentially eligible children and refer to the CCS Program.</li> <li>2. Provide multiple initial training opportunities, in conjunction with the local CCS Program, for primary care providers, including</li> </ol>

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<ol style="list-style-type: none"> <li>3. Provide availability of local program medical consultant or designee to consult with primary care providers and/or specialty providers on a case-by-case basis.</li> <li>4. Support ongoing training opportunities as needed.</li> </ol>	<p>organized provider groups and support staff, in order to ensure awareness and understanding of the CCS Program and eligibility requirements.</p> <ol style="list-style-type: none"> <li>3. Collaborate with CCS to develop training materials that will assure that primary care providers, specialty providers, and hospitals understand the respective responsibilities of the CHWP and the CCS Program in authorizing services for subscribers with CCS-eligible conditions.</li> <li>4. Maintain training opportunities on, at least, an annual basis.</li> </ol>
<b>C. CCS Provider Network</b>	<ol style="list-style-type: none"> <li>1. Provide CHWP with CCS provider applications to expedite the paneling or approval of specialty and primary care network providers.</li> <li>2. Coordinate with the CMS Branch to assure identification of local CCS provider network to CHWP.</li> <li>3. Coordinate with CHWP to refer to an appropriate CCS paneled specialty provider to complete diagnostic services and treatment as needed.</li> </ol>	<ol style="list-style-type: none"> <li>1. Develop a process to review CHWP providers for qualifications for CCS provider panel participation and encourage those qualified to become paneled.</li> <li>2. Identify in training to providers and in the provider manual those facilities that are CCS approved, including hospitals and Special Care Centers.</li> <li>3. Ensure access for diagnostic services to appropriate specialty care within the network or medical group. When appropriate specialist not available within network or medical group, ensure access to appropriate CHWP specialist.</li> </ol>
<b>D. Case Identification and Referral</b>	<ol style="list-style-type: none"> <li>1. Provide technical assistance to CHWPs for the development of CHWP policies, procedures, and protocols for making referrals to the program, including necessary medical documentation.</li> <li>2. Determine medical eligibility within five working days of receiving adequate medical documentation of the suspicion of a CCS eligible condition.</li> <li>3. Ensure that provider, designated</li> </ol>	<ol style="list-style-type: none"> <li>1. Develop procedures, in conjunction with the local CCS Program, for CHWP or provider to submit the necessary documentation to determine medical eligibility at the time of referral.</li> <li>2. Develop procedures to specify that providers are to refer a member to the CCS Program within two days of a suspicion of the presence of a CCS eligible condition. (Referral date will identify the earliest</li> </ol>

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>CHWP personnel, and member family are informed of either program eligibility or denial upon eligibility determination. Provide medical consultation as appropriate during the time period from referral to medical eligibility determination.</p> <p>4. Authorize from referral date medically necessary CCS benefits required to treat a member's CCS eligible condition and be responsible for the reimbursement of care to authorized providers when CCS eligibility is established.</p> <p>5. Coordinate with CHWP liaison and network designees to share a tracking list of CCS eligibles who are known to the CHWPs. The list will include name, CCS case number, birth date, CCS eligible diagnoses, date of eligibility and status; in case of denial or closure, reason for ineligibility and date closed; referral source and primary care provider on file, if known.</p>	<p>possible date from which medically necessary services may be approved.)</p> <p>3. Inform families of members of referral to the CCS Program and the need to have care under the direction of an appropriate CCS paneled physician once program eligibility has been determined.</p> <p>4. Arrange for medically necessary care during the period after referral and prior to the CCS eligibility determination. (Medically necessary services provided by a CCS paneled provider during the interim may be authorized by the CCS Program for a condition determined to be CCS eligible.)</p> <p>5. Develop with network designees, where applicable, a monthly tracking list to include: name of referred subscriber; address and telephone number; birth date; social security number (if known); CHWP eligibility status; primary care provider name, address, and telephone number; and CHWP number and enrollment /disenrollment dates to be used for coordination and follow-up with the local CCS Program.</p>
<b>E. Case Management/Tracking and Follow-Up</b>	<p>1. Assist CHWP in assessing, and alleviating barriers to accessing primary and specialty care related to the CCS eligible condition. Assist member/member family to complete enrollment into the CCS Program.</p> <p>2. Provide case management services in order to coordinate the delivery of health care services to subscribers with CCS eligible conditions, including services provided by other agencies and programs, such as Local Education Agencies and Regional Centers.</p>	<p>1. Utilize tracking system to coordinate health care services for members receiving services authorized by the CCS Program.</p> <p>2. Develop policies and procedures that specify providers' responsibility for coordination of specialty and primary care services and ensure that CCS eligible children receive all medically necessary pediatric preventive services, including immunizations.</p> <p>3. Develop policies and procedures that specify coordination activities among primary care providers,</p>

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<ol style="list-style-type: none"> <li>3. Develop systems that result in transmission of medical reports of services provided by CCS authorized providers to the appropriate CHWP primary care providers.</li> </ol>	<p>specialty providers, and hospitals and communication with CCS Program case managers.</p>
<b>F. Quality Assurance and Monitoring</b>	<ol style="list-style-type: none"> <li>1. Conduct jointly with the CHWPs, regular reviews of policies and procedures related to this agreement.</li> <li>2. Participate, at a minimum, in quarterly meetings with the CHWP to update policies and procedures as appropriate.</li> <li>3. Review and update protocol on an annual basis in conjunction with CHWP.</li> <li>4. Develop and work in conjunction with CHWP, to monitor the effectiveness of the MOU and CHWP/CCS interface.</li> </ol>	<ol style="list-style-type: none"> <li>1. Conduct jointly with the CCS Program, regular reviews of policies and procedures related to this agreement.</li> <li>2. Participate, at a minimum, in quarterly meetings with the CCS Program to update policies and procedures as appropriate.</li> <li>3. Review and update protocols annually in conjunction with the CCS Program.</li> <li>4. Develop and work in conjunction with CHWP, to monitor the effectiveness of the MOU and the CHWP/CCS interface.</li> </ol>
<b>G. Conflict Resolution</b>	<ol style="list-style-type: none"> <li>1. Assign appropriate CCS Program management and professional/liaison staff to participate with CHWP management staff in the resolution of individual member issues as they are identified.</li> <li>2. Assign appropriate CCS Program/liaison staff to participate in, at minimum, quarterly meetings with CHWP management/liaison staff to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services.</li> <li>3. If disagreement regarding medical eligibility and program benefits determination exists, parent or legal guardian or patient (if age 18 or older) may submit written request to CCS for reconsideration detailing reason for disagreement</li> </ol>	<ol style="list-style-type: none"> <li>1. Assign appropriate CHWP management/liaison staff to participate with the local CCS Program management and professional staff in the resolution of individual member issues as they are identified.</li> <li>2. Assign appropriate CHWP management/liaison staff to participate in, at minimum, quarterly meetings to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services.</li> <li>3. Refer issue to the appropriate CMS Regional Office if problem cannot be resolved locally.</li> </ol>

<b>Service</b>	<b>County California Children's Services ("CCS") Program Responsibilities</b>	<b>California Health and Wellness Plan ("CHWP") Responsibilities</b>
	along with provision of appropriate additional medical records to CCS.  4. Refer issue to CMS Regional Office if problem cannot be resolved locally.	

**THE CHILD HEALTH AND DISABILITY PREVENTION PROGRAM**

The Child Health and Disability Prevention (“CHDP”) Program is a preventive health program that provides periodic health services to Medi-Cal beneficiaries under the regulations of the Federal Early and Periodic Screening, Diagnosis, and Treatment (“EPSDT”) Program. The CHDP Program also provides periodic health services to non-Medi-Cal eligible children and youth from birth to age 19 from low-income families.

Sierra County administers the CHDP Program through Sierra County Public Health. Sierra County Public Health will maintain responsibility for and oversight of the CHDP Program consistent with 17 CCR 6800 et seq., and any other applicable laws and regulations.

California Health and Wellness Plan (“CHWP”) will maintain and operate a system that ensures the provision of CHDP services to Members under the age of 21, as required by the Medi-Cal Contract. CHWP will ensure the overall coordination of care and case management of its Members who obtain CHDP services through CHDP medical providers. The Parties understand and agree that CHWP will not be responsible for compensation to Sierra County, or any division thereof, for the provision of CHDP Program services. The Parties hereby agree to coordinate services relative to the CHDP Program as follows:

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
<b>A. Liaison</b>	<ol style="list-style-type: none"> <li>1. Appoint CHDP Deputy Director or designee to coordinate activities with CHWP and to notify CHWP and CHDP staff of their roles and responsibilities.</li> <li>2. Liaisons will meet at least quarterly and more often if requested by either liaison.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will appoint a liaison to coordinate activities with CHWP and CHDP staff and to notify CHWP employees and Contracting Providers of their roles and responsibilities.</li> <li>2. Liaisons will meet at least quarterly and more often if requested by either liaison.</li> </ol>
<b>B. Policies and Procedures</b>	<ol style="list-style-type: none"> <li>1. CHDP will maintain a copy of pertinent CHWP policies and procedures, as appropriate.</li> <li>2. CHDP will provide a copy of pertinent CHDP policies and procedures to CHWP.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will provide a copy of pertinent CHWP policies and procedures to the CHDP program.</li> <li>2. CHWP will maintain a copy of pertinent CHDP policies and procedures, as appropriate.</li> </ol>
<b>C. Outreach</b>	<ol style="list-style-type: none"> <li>1. CHDP program staff will outreach to potential CHDP eligibles, children 0 to age 21 who are Medi-Cal eligible, and children 0 to age 19 who are not Medi-Cal eligible.</li> <li>2. CHDP will maintain responsibility for development and implementation of CHDP/DSS Inter-Agency Agreement to ensure that face-to-face informing about entitlement to CHDP Services is done.</li> <li>3. CHDP program staff will provide</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will inform members of available CHDP or CHDP equivalent services.</li> <li>2. CHWP will provide CHDP office with a current list of contracting providers.</li> <li>3. CHWP will ensure members are assigned to appropriate contracting primary care physicians.</li> <li>4. CHWP staff will contract CHWP members not utilizing preventive health services, and refer</li> </ol>

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>informing, referral and documentation to persons referred by PM357s from DSS following DSS’ basic informing efforts.</p> <p>4. CHDP program staff will coordinate with CHWP outreach to members dis-enrolled from managed care.</p>	<p>appropriately.</p> <p>5. CHWP will provide a monthly list of mandatory Medi-Cal dis-enrollments age 20 and under to CHDP.</p> <p>6. CHWP will inform contracting providers through provider training and provider manual of 200% funding mechanism for those CHDP eligibles that terminate from CHWP.</p>
<b>D. Appointment Scheduling and Transportation Assistance</b>	<p>1. CHDP program staff will handle client requests for assistance with appointment scheduling, dental referrals and transportation assistance by referring to CHWP Member Services Department.</p>	<p>1. CHWP primary care physicians are primarily responsible for providing CHDP equivalent services, or as otherwise specified in the Medi-Cal Contract, and for referring members to appropriate physician specialist services.</p> <p>2. CHWP will provide transportation assistance to members in accordance with its transportation policies.</p> <p>3. CHWP will handle member requests for assistance with appointment scheduling, dental referrals, and transportation assistance.</p>
<b>E. Tracking and Following-Up</b>	<p>1. CHDP program staff will provide consultation to CHWP contracting providers in tracking hard to reach clients.</p> <p>2. CHDP programs staff will provide assistance and technical consultation to CHWP and contracting providers in making referrals to appropriate community resources and agencies.</p> <p>3. CHDP will provide list of dentists who accept Medi-Cal, updated yearly.</p>	<p>1. CHWP primary care physicians are responsible for primary care case management, including tracking members with serious problems who do not maintain treatment plan, coordination, medical referrals and continuity of care.</p> <p>2. CHWP primary care physicians are responsible for follow-up missed appointments in accordance with CHWP procedures.</p> <p>3. CHWP primary care physicians are responsible for referring those children who have lost Medi-Cal eligibility and CHWP coverage and still require treatment to the</p>

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
		<p>CHDP program.</p> <ol style="list-style-type: none"> <li>4. CHWP primary care physicians are responsible for referring members who are potentially eligible to community resources such as CCS, WIC, Head Start, Regional Center, and mental health services.</li> <li>5. CHWP contracting primary care physicians will refer all member children 1 year and older to dentists for an initial appraisal and annual exam.</li> <li>6. CHWP shall notify CHDP and provide copy of PM160 for members who lose Medi-Cal eligibility and CHWP coverage, and still need treatment.</li> </ol>
<b>F. Health Education</b>	<ol style="list-style-type: none"> <li>1. CHDP program staff will perform community-wide education about child health issues, including CHDP services.</li> <li>2. CHDP program staff will make health education resources available to CHWP and providers that support the provision of anticipatory guidance in the CHDP exam e.g., brochures, videos such as nutrition, injury prevention, lead screening and anti-tobacco information as resources allow.</li> <li>3. CHDP program staff will meet with CHWP liaison at the quarterly meetings.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP primary care physicians will provide anticipatory guidance according to CHDP guidelines.</li> <li>2. CHWP health educators will coordinate prevention activities targeted to children and teens with CHDP staff.</li> <li>3. CHWP staff will meet with CHDP health education staff at the quarterly meetings.</li> </ol>
<b>G. Provider Network</b>	<ol style="list-style-type: none"> <li>1. CHDP will act as a consultant to CHWP and its contracting providers regarding CHDP policies and guidelines, including ongoing programmatic update.</li> <li>2. CHDP will assist CHWP in provider training on CHDP standards, as requested.</li> <li>3. CHDP will distribute all CHDP provider notices to CHWP</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP assumes the primary responsibility for contracting provider recruitment and credentialing.</li> <li>2. CHWP will provide training to contracting providers on CHDP standards.</li> <li>3. CHWP will provide a list of contracting providers to the CHDP program at the time the list is</li> </ol>

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	contracting providers and identified CHWP staff.	updated.
<b>H. Data Collection</b>	1. CHDP will collaborate with CHWP in data collection efforts and share data as requested.	1. CHWP will collect and submit to State and local CHDP program data required on PM160 Information Only form.
<b>I. Quality Assurance</b>	<ol style="list-style-type: none"> <li>1. CHDP will provide consultation to CHWP regarding EPSDT/CHDP mandates, standards and policies.</li> <li>2. CHDP program staff will review and analyze data available through PM160 for complete health assessments and problem identification, trends, oversights, immunizations.</li> <li>3. When a problem provider is identified based on member complaints, or other information, CHDP will alert CHWP to initiate investigation.</li> <li>4. CHDP will assist in implementation of corrective action plan, as allowed per the local CHDP Program Guidance Manual.</li> <li>5. Coordinate efforts with CHWP to improve quality of care for CHDP recipients.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will monitor contracting provider compliance with federal EPSDT mandates, Medi-Cal contract and DHCS requirements, establish standards and policies to implement mandates and determine provider qualifications.</li> <li>2. CHWP will collect needed data indicators.</li> <li>3. CHWP will develop corrective action plan when standards are not met.</li> <li>4. CHWP will implement corrective action plan.</li> <li>5. Collaborate with CHDP staff or review of PM160 data to identify training needs.</li> </ol>
<b>J. Monitoring</b>	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed. Unresolved issues will be forwarded to the CHDP Consultant at the State CMS Branch.</li> <li>3. CHDP will maintain a problem resolution log.</li> </ol>	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called.</li> <li>3. CHWP will maintain a problem resolution log.</li> </ol>
<b>K. Conflict Resolution</b>	1. CHDP staff will be responsible to communicate issues not immediately resolvable to the State	1. CHWP staff will be responsible to communicate issues not immediately resolvable to the

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	Children’s Medical Services Branch.	Medi-Cal Managed Care Branch.

**TUBERCULOSIS/DIRECTLY OBSERVED THERAPY**

California Health and Wellness Plan (“CHWP”) will maintain and operate a system that ensures the provision of medically necessary services for the diagnosis, treatment and follow-up care for tuberculosis (“TB”) in compliance with the guidelines recommended by the American Thoracic Society (“ATC”) and Centers for Disease Control and Prevention (“CDC”), California Tuberculosis Controllers Association and California Department of Public Health, as required by the Medi-Cal Contract.

Sierra County administers the TB control program locally through Sierra County Public Health. Sierra County Public Health provides directly observed therapy (“DOT”) for TB, a service which is carved out of CHWP’s Medi-Cal Contract.

The Parties understand and agree that CHWP will not be responsible for compensation to Sierra County, or any division thereof, for the provision of DOT services.

In order to achieve optimum clinical outcomes and maximize opportunities to control the spread of TB, the Parties hereby agree to coordinate services relative to TB as follows:

<b>Service</b>	<b>County Local Health Department (“LHD”) Responsibilities</b>	<b>California Health and Wellness Plan (“CHWP”) Responsibilities</b>
<b>A. Liaison</b>	1. LHD will appoint a designee to coordinate activities with CHWP and to notify CHWP and LHD staff of their roles and responsibilities with respect to TB services.	1. CHWP will appoint a designee to coordinate activities with CHWP and CHDP staff and to notify CHWP employees and contracting providers and LHD of their roles and responsibilities.
<b>B. Reporting</b>	1. LHD shall inform CHWP of reporting procedures and requirements and supply appropriate forms.	1. CHWP will report known or suspected cases of TB to the LHD pursuant to the Health & Safety Codes for reporting cases/suspects of tuberculosis.
<b>C. Case Management</b>	1. The LHD will assign a TB case manager who will: <ul style="list-style-type: none"> <li>a. Assess risk of TB transmission within 2 working days of case notification by CHWP.</li> <li>b. Visit the member within 3 to 7 working days, depending on transmission risk factors.</li> <li>c. Initiate contact investigations when indicated.</li> <li>d. Assess and address potential barriers to treatment adherence.</li> <li>e. Verify initial information and collect additional information needed to complete the TB case report.</li> <li>f. Visit the member as needed to assess and ensure treatment adherence.</li> <li>g. Respond to information requests from the CSP in a</li> </ul>	1. CHWP will notify the LHD of the CHWP clinical services provider (“CSP”) responsible for coordination of care with the LHD for each member.

Service	County Local Health Department (“LHD”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>timely manner.</p> <p>2. LHD will share with CHWP case management records and information as required by CHWP for coordination of member care.</p>	
<b>D. Treatment</b>	<p>1. LHD will collaborate with CHWP to identify and address member barriers to self-administered treatment.</p> <p>2. LHD will respond promptly to CHWP-reported information.</p> <p>3. The local Health Officer will determine if a member requires DOT.</p>	<p>1. CHWP will, per ATS and CDC recommendations, make available fixed-dose combinations preparations of anti-TB drugs for members on self-administered therapy when not contraindicated.</p> <p>2. CHWP will promptly submit treatment plans to the LHD with updates at least every three months or more frequently as determined by the LHD until treatment is completed.</p> <p>3. CHWP will obtain monthly sputum smears and cultures and report the results of these to the LHD until the results become negative.</p> <p>4. CHWP will promptly report drug susceptibility results to the LHD.</p> <p>5. CHWP will report to the LHD when the member does not respond to treatment or fails to complete treatment as prescribed.</p> <p>6. CHWP will notify the LHD when the member completes TB treatment, ceases TB treatment, or is suspected of non-adherence to TB treatment.</p> <p>7. CHWP will refer all members needing DOT to the LHD.</p> <p>8. CHWP will identify and address member barriers to self-administered treatment.</p>

	4.	9. Ensure timely HIV testing for all TB suspects and cases in accordance with the CDC guidelines prior to or at the beginning of treatment.
<b>E. Directly Observed Therapy</b>	<ol style="list-style-type: none"> <li>1. LHD will inform CHWP regarding DOT protocols and criteria</li> <li>2. LHD will provide DOT to CHWP members recommended for DOT</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will notify LHD of adverse reactions to medications and of changes in medication orders.</li> <li>2. CHWP will assess the risk of noncompliance with drug therapy</li> </ol>

Service	County Local Health Department (“LHD”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>by CHWP or deemed in need of DOT by the CTCA/CDPH, CDC and APP Guidelines.</p> <p>3. LHD will provide medication records periodically to CHWP and notify CHWP of adverse drug reactions and dosage changes.</p> <p>4. LHD will collaborate with CHWP on joint case management and coordination of care.</p>	<p>for members who require placement on anti-TB drug therapy.</p> <p>3. CHWP will assess the following individuals at risk for non-compliance with treatment and will refer individuals with any of these risks to the LHD for DOT:</p> <ul style="list-style-type: none"> <li>a. Members with demonstrated multiple drug resistance (defined as resistance to Isoniazid and Rifampin);</li> <li>b. Members whose treatment has failed or who have relapsed after completing a prior regimen;</li> <li>c. Children and adolescents; and,</li> <li>d. Individuals who have demonstrated noncompliance (those who failed to keep office appointments).</li> </ul> <p>4. CHWP will assess the following groups of members for potential noncompliance and consideration for DOT:</p> <ul style="list-style-type: none"> <li>a. Substance abusers;</li> <li>b. Persons with mental illness;</li> <li>c. The elderly;</li> <li>d. Persons with unmet housing needs; and,</li> <li>e. Persons with language and/or cultural barriers.</li> </ul> <p>5. CHWP will collaborate with LHD on joint case management and coordination of care.</p>
<b>F. Hospital Treatment</b>	<p>1. LHD will review requests for hospital transfer or discharge within 24 hours of receipt of the request.</p>	<p>1. CHWP will obtain LHD approval prior to hospital transfer or discharge of any members with known or suspected TB pursuant with Health &amp; Safety code 121361.</p>
<b>G. Contact Investigation and Treatment</b>	<p>1. LHD will provide CHWP with written procedures and guidelines for examination and treatment of contacts.</p> <p>2. LHD will refer members who are members to CHWP for evaluation</p>	<p>1. CHWP will cooperate with the LHD in conducting contact and outbreak investigations.</p> <p>2. CHWP will examine, and treat if necessary, within 14 days all members referred as contacts by</p>

Service	County Local Health Department (“LHD”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>and treatment as necessary.</p> <p>3. LHD may provide field-based skin-testing for some members, as necessary and requested by CHWP.</p>	<p>the LHD.</p> <p>3. CHWP will report examination results within five (5) business days.</p>
<b>H. Health Education</b>	<p>1. LHD will make health education resources available to CHWP.</p> <p>2. LHD will coordinate community-wide education efforts regarding TB diagnosis, treatment, prevention, and screening.</p>	<p>1. CHWP will furnish providers with information regarding TB control and treatment strategies.</p>
<b>I. Evaluation</b>	<p>1. LHD will assess treatment parameters and outcomes and work with CHWP to identify and correct deficiencies.</p>	<p>1. CHWP will assess treatment parameters and outcomes and work with LHD to identify and correct deficiencies.</p>
<b>J. Laboratory Services</b>	<p>1. LHD will, as needed, provide technical assistance to CHWP in selecting a laboratory that conforms to requirements.</p>	<p>1. CHWP will utilize laboratories that conform to all the provisions of 17 CCR 2505 and ATS and CDC guidelines.</p>
<b>K. MOU Monitoring</b>	<p>2. Liaisons will meet at least quarterly to monitor this agreement.</p> <p>3. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</p> <p>4. LHD will maintain a problem resolution log.</p>	<p>2. Liaisons will meet at least quarterly to monitor this agreement.</p> <p>3. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</p> <p>4. CHWP will maintain a problem resolution log</p>
<b>L. Conflict Resolution</b>	<p>1. LHD staff will be responsible to communicate issues not immediately resolvable to the State Department of Public Health or other local authority.</p>	<p>1. CHWP staff will be responsible to communicate issues not immediately resolvable to the Medi-Cal Managed Care Branch.</p>

**THE LOCAL WOMEN, INFANTS, AND CHILDREN (WIC) SUPPLEMENTAL FOOD PROGRAM**

The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Sierra County administers the WIC Program through Sierra County Public Health. Sierra County Public Health will maintain responsibility for and oversight of the WIC Program consistent with Title 22, Chapter 6 of the State Code of Regulations and Section 311 of the Health and Safety Code, and any other applicable laws and regulations.

California Health and Wellness Plan (“CHWP”) will maintain and operate a system that ensures the provision of WIC services to its members as required by the Medi-Cal Contract. The Parties understand and agree that CHWP will not be responsible for compensation to Sierra County, or any division thereof, for the provision of WIC Program services.

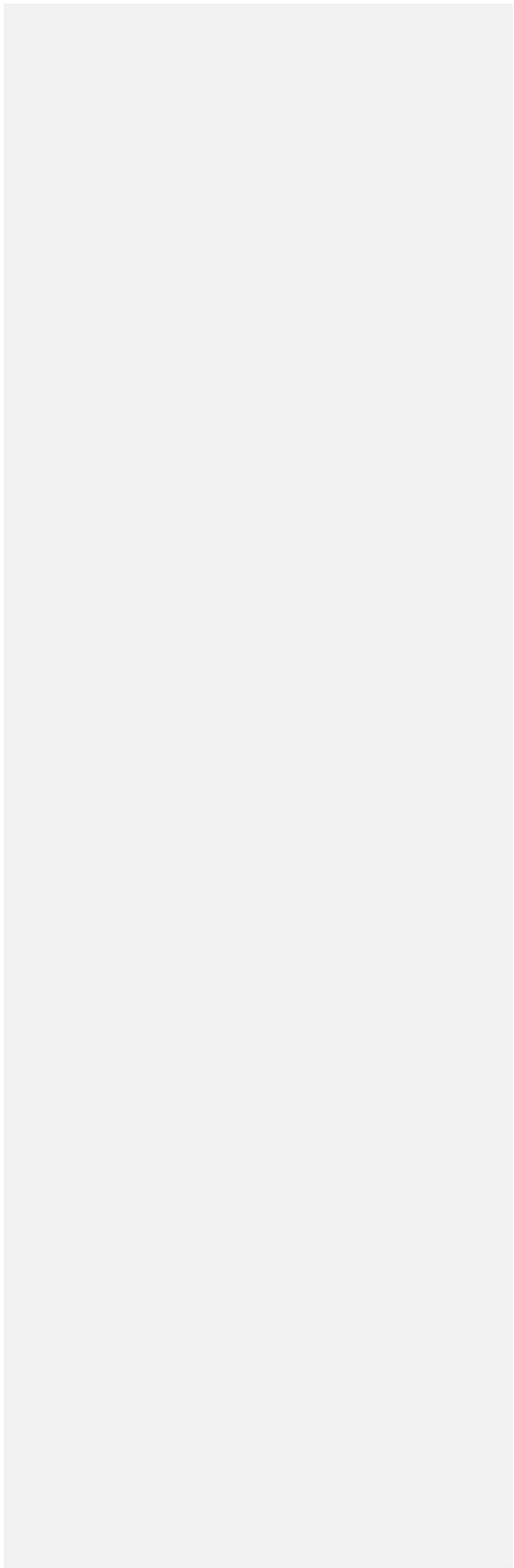
The Parties hereby agree to coordinate services relative to the WIC Program as follows:

Service	Local Women, Infants and Children (WIC) Supplemental Food Program Responsibilities	California Health and Wellness (CHWP) Responsibilities
<b>Liaison</b>	1. WIC will appoint a liaison person(s) to coordinate activities with CHWP and to notify WIC staff of their roles and responsibilities related to coordination.	1. CHWP will appoint a liaison to coordinate activities with WIC and to notify staff and providers of their responsibility to refer enrollees to the WIC program.
<b>Client Referral and Outreach</b>	<ol style="list-style-type: none"> <li>1. Refer participants who are income eligible to the Medi-Cal managed care plans as part of the standard referral to health care.</li> <li>2. Provide individuals applying for or reapplying for WIC with information about the Medi-Cal managed care plans in the geographical area.</li> <li>3. Provide CHWP a list of WIC clinic sites, addresses, and date/hours of operation that is periodically updated.</li> <li>4. Share information with CHWP and CHWP providers about making referrals to appropriate community resources and agencies.</li> <li>5. Coordinate with CHWP outreach efforts to members not using preventive health services.</li> </ol>	<ol style="list-style-type: none"> <li>1. Inform members of the availability of WIC services including food vouchers, nutrition education, and community referrals.</li> <li>2. Enter referral of member, along with anthropometric and biochemical data, on one of the following: <ul style="list-style-type: none"> <li>• Physician prescription pad</li> <li>• WIC referral form (PM 247 or PM 247A)</li> <li>• Child Health and Disability Prevention (CHDP) program form PM 160</li> </ul> </li> <li>3. Coordinate with WIC in conducting outreach efforts, especially to underserved populations.</li> </ol>
<b>Appointment Scheduling</b>	1. Agree to schedule a WIC appointment to determine eligibility for pregnant women and migrant family members within 10 working days after initial contact by member. All other applicants will be scheduled and notified of their	<ol style="list-style-type: none"> <li>1. CHWP primary care providers are responsible for referring members to appropriate physician specialist services.</li> <li>2. CHWP will provide transportation assistance to disabled members in</li> </ol>

	<p>eligibility or ineligibility within 20 days of the date of the first request for program benefits.</p> <p>2. Develop a method of communication with CHWP concerning CHWP members who are determined to be eligible for WIC program benefits.</p>	<p>accordance with its transportation policy.</p>
<b>Tracking and Follow-up</b>	<p>1. Attempt to contact each pregnant woman who misses her first WIC appointment to apply for participation by telephone or mail, and provide her with a rescheduled appointment upon request.</p> <p>2. Provide CHWP with a recertification schedule for all categories of participants.</p>	<p>1. CHWP primary care providers are responsible for primary care case management, coordination, medical referrals and continuity of care.</p> <p>2. CHWP providers will document WIC referral in medical record of the member.</p> <p>3. Provide reasonable follow-up to WIC referrals.</p>
<b>Provider Network</b>	<p>1. Act as a resource to CHWP and contracted providers regarding WIC policies and guidelines. Update this information as necessary.</p> <p>2. Assist CHWP in conducting provider trainings on WIC program services and federal regulations, as requested.</p>	<p>1. Provide training to providers on WIC program services and federal regulations.</p>
<b>Health Requirements</b>	<p>1. Inform CHWP of federal WIC requirements for program eligibility:</p> <ul style="list-style-type: none"> <li>• Biochemical: Hemoglobin (Hgb) or Hematocrit (Hct) at enrollment and with each re-certification except for infants younger than 6 months at certification, and children over 1 year of age with normal Hgb and Hct at previous certification. For these children the Hgb/Hct test is only required every 12 months.</li> <li>• Anthropometric: Height/length and weight for enrollment and with each 6 month re-certification.</li> </ul>	<p>1. Agree to inform providers of the federal WIC anthropometric and biochemical requirements for program eligibility.</p> <p>2. Providers will perform Hgb or Hct tests and height/weight measurement and document such required anthropometric and biochemical data on referral form or PM 160 as needed for WIC enrollment and recertification.</p>
<b>Nutrition Counseling</b>	<p>1. Determine a nutritional risk for program eligibility that is based on review of anthropometric, biochemical, and/or clinical information.</p> <p>2. Complete a dietary assessment at enrollment and at recertification. For prenatal participants,</p>	<p>1. Providers will document on enrollee's referral form or PM 160 anthropometric and biochemical data, plus diagnosed clinical condition(s).</p> <p>2. Providers will provide subsequent biochemical test results (i.e., glucose testing) or</p>

	<p>complete a dietary assessment at each trimester visit.</p> <ol style="list-style-type: none"> <li>Document a goal for dietary improvement that is member selected.</li> <li>Assess members for standardized high risk conditions. Refer to registered dietician/nutritionist for individual counseling and provision of a care plan, including appropriate follow-up.</li> <li>Determine the need to provide non-contract formula for infants/children with special needs.</li> </ol>	<p>anthropometric data (i.e., prenatal weight gain), if requested.</p> <ol style="list-style-type: none"> <li>Providers will complete medical justification form for enrollees requiring special formula. State the expected duration of the request for special formula (i.e., Nutramigen and Alimentum) which is not a WIC contract formula.</li> </ol>
<b>Quality Assurance</b>	<ol style="list-style-type: none"> <li>Review and analyze data available through ISIS and other data collection sources, as is pertinent to the WIC program.</li> </ol>	<ol style="list-style-type: none"> <li>Collect needed data indicators available through CHWP resources.</li> </ol>
<b>Monitoring and Conflict Resolution</b>	<ol style="list-style-type: none"> <li>Schedule quarterly meetings with the liaison(s) from CHWP to monitor this agreement. Events or circumstances which require consideration or conflict resolution shall be presented at such meetings.</li> <li>Conduct a periodic review, update, and/or renegotiating of this agreement, as mutually agreed.</li> <li>Provide 60 days' notice to CHWP if, at any point, the WIC program should decide to terminate this agreement.</li> </ol>	<ol style="list-style-type: none"> <li>Periodically meet with the liaison(s) from the WIC program to monitor this agreement.</li> <li>Conduct a periodic review, update, and/or renegotiation of this agreement, as is mutually agreed.</li> <li>Provide 60 days' notice to WIC Program if, at any point, the CHWP should decide to terminate this agreement.</li> </ol>
<b>Federal/State Mandate</b>	<ol style="list-style-type: none"> <li>The WIC program is mandated by federal regulation CFT 246.4 (a) (8) to refer participants who are income eligible to Medi-Cal providers. The California mandates for WIC are in Title 22, Chapter 6 of the State Code of Regulations and Section 311 of the Health and Safety Code.</li> </ol>	<ol style="list-style-type: none"> <li>The referral of Medi-Cal beneficiaries to the WIC program is mandated by federal Health Care Financing Administration (HCFA) regulations 42 CFR 431.63 © and California Code of Regulations, Title 22, Section 50157 and 50184.</li> </ol>
<b>Protected Health Information</b>	<ol style="list-style-type: none"> <li>County WIC will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> <li>HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>LPS / W &amp; I Code Sections 5328-5328.15</li> <li>45 C.F.R. Part 2</li> <li>HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>CHWP will comply with applicable portions of <ul style="list-style-type: none"> <li>HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>LPS / W &amp; I Code Sections 5328-5328.15</li> <li>45 C.F.R. Part 2</li> <li>HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> <li>2. County WIC will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. County WIC will notify CHWP of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</li> </ul>	<ul style="list-style-type: none"> <li>2. CHWP will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of members such as PHI and Personal Confidential Information (PCI) or other confidential data to CHWP or anyone else including state agencies.</li> <li>3. CHWP will notify County WIC within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ul>
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California Health and Wellness Health Plan

Date

County

Date

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

<b>MEETING DATE:</b> September 20, 2016	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** County Counsel  
**APPROVING PARTY:** David A. Prentice  
**PHONE NUMBER:** 559 500-1600

**AGENDA ITEM:** Agreement for services by the Sierra County Chamber of Commerce for promotion of Sierra County during the 2016-2017 fiscal year.

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

**BACKGROUND INFORMATION:** This is an annual funding agreement for promotion of Sierra County through the Sierra County Chamber of Commerce.

**FUNDING SOURCE:** GF  
**GENERAL FUND IMPACT:** General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$30,000 Annually

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

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

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

**AN AGREEMENT FOR SERVICES BY THE  
SIERRA COUNTY CHAMBER OF COMMERCE FOR PROMOTION  
OF SIERRA COUNTY FOR FISCAL YEARS 2016-2017**

**THIS AGREEMENT** is made on this 42<sup>th</sup> day of Ugr vgo dgt 2016, by and between the County of Sierra ("County") and the Sierra County Chamber of Commerce ("Chamber"), for the express purpose of providing for the promotion of Sierra County.

The Agreement is hereby amended to provide for services to be provided by the Chamber and funding from the County, for the 4238/4239 fiscal year.

**NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. For the 4238/4239 fiscal year, Chamber to use its best efforts to promote the County, including but not limited to taking out advertisement in appropriate magazines, newspaper and trade publications, preparing brochures and other forms of visitor handouts and information and, in general, using its best efforts to enhance visitor interest in Sierra County, all in accordance with the work plan and budget attached hereto as Exhibit "1", as attached hereto and incorporated herein by this reference. In no event shall the cost to County under this Agreement for the 4238-2019 fiscal year exceed the amount of \$52,000.00.
2. The County shall make payments to Chamber upon submission of appropriate requests for payments, together with invoices for expenses incurred or obligated, in a format acceptable to the County Auditor. The Auditor shall make payments within thirty (30) days of the date of the receipt of a request for payment.
3. At the conclusion of the 4238/4239 (ending June 30, 2019), Chamber shall provide a report to the Sierra County Board of Supervisors, summarizing the specific promotional activities funded and engaged in by Chamber, for the 4238/4239 fiscal year.
4. No portions of the funds provided by this Agreement shall be used for political purposes and if Chamber engages in any political activities with other sources of funds, strict accounting of all funds shall be maintained so as to ensure County that funds under this Agreement have not been used for political purposes.
5. On or before June 30, 2019, Chamber shall provide an accounting to the County Auditor as to the expenditure and use of all funds covered by this Agreement for the 4238/4239 fiscal year.
6. For all purposes arising out of the Agreement, including this Amendment, Chamber shall be an independent Chamber and Chamber and each and every employee, agent, servant, partner, and shareholder of Chamber (collectively referred to as "The Chamber") shall not be, for any purpose of this Agreement, an employee of County. As an independent Chamber, the following shall apply:

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

Chamber 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 Chamber in fulfillment of the requirements of this Agreement.

Chamber 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.

Chamber is not, and shall not be, entitled to receive from or through County, and County shall not provide or be obligated to provide the Chamber 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.

The Chamber shall not be entitled to have County withhold or pay, and County shall not withhold or pay, on behalf of the Chamber 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.

County shall not withhold or pay on behalf of Chamber any federal, state or local tax including, but not limited to, any personal income tax owed by Chamber.

The Chamber is, and at all times during the term of this Agreement shall represent and conduct itself as an independent Chamber and not as an employee or agent of County.

Chamber 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.

7. Except as County may specify in writing, Chamber shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Chamber shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

8. Chamber 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.

9. Either party may terminate this Agreement by giving three (3) days advance written notice thereof to the other party. In the event that County gives notice of termination to - Chamber, then Chamber shall not take any further action to expend funds under this Agreement unless expressly directed to do so by the County. In the event of termination, County shall remain obligated to pay for promotions, which Chamber has become legally obligated to pay for pursuant to this Agreement.

10. For the purpose of administering this Agreement, the following people shall be deemed authorized to provide and/or to receive notices on behalf of the respective parties.

County of Sierra  
Van Maddox, County Auditor

Sierra County Chamber of Commerce  
Jan Koettel, President

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

“COUNTY”

COUNTY OF SIERRA

By: \_\_\_\_\_  
LEE ADAMS, Chairperson  
Board of Supervisors

\_\_\_\_\_  
HEATHER FOSTER  
Clerk of the Board

“CHAMBER”

SIERRA COUNTY  
CHAMBER OF COMMERCE  
P. O. Box 436  
Sierra City, CA 96125

By: \_\_\_\_\_  
JAN KOETTEL

\_\_\_\_\_  
\*\*\*\*\*FCXK RTGP VÆG  
\*\*\*\*\*County Counsel

SIERRA COUNTY CHAMBER OF COMMERCE  
 BUDGET FOR 2016 - 2017 FISCAL YEAR  
 REQUESTING \$30,000.00

VISITOR GUIDE	14,000 copies printed & distributed. Editing & designing charges.	\$15,361.00
VISITOR CENTER	Greeting visitors & answering questions at both the Downieville & Sierra City locations	2,000.00
WEB PAGE	Maintain & Updates of Web Page	2,400.00
WEB PAGE	Hosting	340.00
GOLD COUNTRY VISITORS ASSOCIATION	Annual Dues Allows for discounted ad in the CA Visitor guide by teaming up with other Gold Country counties	750.00
GOLD COUNTRY VISITORS ASSOCIATION	Marketing costs to Susan Wilson, shared by Counties.	2,000.00
TOURISM FOURM	Bay area Travel Show. Two day event in Santa Clara where VG's are distributed and conversations with potential visitors	1,400.00
TOURISM FOURM	Reimbursement for rooms, travel & staffing of the above event	500.00
CA STATE VISITOR GUIDE	Ad in the CA State Visitor Guide	3,299.00
ADVERTISING	Nevada Gold Magazine	1,200.00
ADVERTISING	Fishing the CA Alps	450.00
US POSTMASTER	Postage for mailing of Visitor Guides and other information on the county	300.00
TOTAL FUNDING REQUESTED	Funding requested for the promotion of Sierra County to get the word out that Sierra County is alive and well.	\$30,000.00

**Exhibit A**

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

<b>MEETING DATE:</b> September 20, 2016	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Board of Supervisors  
**APPROVING PARTY:** Lee Adams, Chair, District 1  
**PHONE NUMBER:** 289-3295

**AGENDA ITEM:** Resolution declaring the week of October 16-22, 2016, "Freedom from Workplace Bullying Week" in Sierra County.

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

**BACKGROUND INFORMATION:**

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

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

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

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**IN THE MATTER OF DECLARING THE WEEK OF OCTOBER  
16-22, 2016, “FREEDOM FROM WORKPLACE BULLYING  
WEEK” IN SIERRA COUNTY**

**RESOLUTION 2016-\_\_\_\_\_**

**WHEREAS**, the County of Sierra has an interest in promoting the social and economic well-being of its citizens, employees and employers; and

**WHEREAS**, that well-being depends upon the existence of healthy and productive employees working in safe and abuse-free work environments; and

**WHEREAS**, research has documented the stress-related health consequences for individuals caused by exposure to abusive work environments; and

**WHEREAS**, abusive work environments are costly for employers, with consequences including reduced productivity, absenteeism, turnover, absenteeism and injuries; and

**WHEREAS**, protection from abusive work environments should apply to every worker, and not be limited to legally protected class status based only on race, color, gender, national origin, age or disability;

**NOW, THEREFORE BE IT RESOLVED THAT:** the Board of Supervisors hereby declares October 16-22, 2016, “Freedom from Workplace Bullying Week” in Sierra County.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 20<sup>th</sup> day of September, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

County of Sierra:

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Lee Adams  
Chairman of the Board

Attest:

Approved as to Form:

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Heather Foster  
Clerk of the Board

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David Prentice  
County Counsel

# A WEEK FOR SUPPORT, INSPIRATION, PEACE & HEALTH



## FREEDOM FROM WORKPLACE BULLIES WEEK OCT 16 - 22, 2016

THE WORKPLACE BULLYING INSTITUTE  
WORKPLACEBULLYING.ORG

Bullying is a systematic campaign of interpersonal destruction that jeopardizes employee health, shatters careers, and strains families.

Bullying is non-physical, non-lethal workplace violence. It is abusive, causing psychological injuries and stress-related diseases.

It is costly to businesses.  
Bullies are too expensive to keep.

The destructive power of workplace bullying comes from secrecy.

The Workplace Bullying Institute celebrates its 7th annual  
FREEDOM FROM WORKPLACE  
BULLIES WEEK.

The week is a chance to break through the silence and secrecy. It is a week to be daring and bold. To take courageous action. To do the right thing.

Everyone deserves a safe, healthy, and dignified workplace.

Find advice, tips and activities at [workplacebullying.org](http://workplacebullying.org) for:

WORKPLACE  
**BULLYING**  
INSTITUTE™

- Employers
- Family
- Coworkers
- Friends
- Unions
- Mental Health Professionals
- School Administrators
- Public Policy Makers
- Community Leaders
- Medical Professionals

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

<b>MEETING DATE:</b> September 20, 2016	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Clerk-Recorder <b>APPROVING PARTY:</b> Heather Foster <b>PHONE NUMBER:</b> 530-289-3295
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**AGENDA ITEM:** Minutes from the regular meeting held on June 21, 2016.

**SUPPORTIVE DOCUMENTS ATTACHED:**    Memo    Resolution    Agreement    Other  
Minutes

**BACKGROUND INFORMATION:**

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

**ARE ADDITIONAL PERSONNEL REQUIRED?**

Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**    Yes    No

**IS A BUDGET TRANSFER REQUIRED?**    Yes    No

**SPACE BELOW FOR CLERK'S USE**

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

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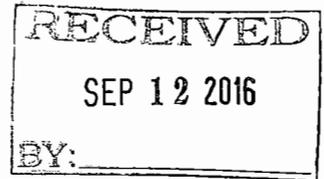
\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

Minutes to be distributed  
under separate cover  
and/or at meeting.

**Teodoro J. Holt**

130 Poplar Ln.  
Pike City, Ca.  
(530)-288-0906  
17holtjt@student.njuhsd.com



September 1st, 2016

**Lee Adams**

Chair/Supervisor, District 1  
100 Courthouse Square.  
P.O. Drawer D  
Downieville Ca, 95936

Dear Mr. Adams,

My name is Teddy Holt, before I start my letter I would like to say thank you for the service you do for our community. For over 21 years my family has lived in Pike City. My father Gary, raised money to fund the volunteer fire department here in Pike. For most of the countless days spent living up here, we have driven down Pike City Road to get to Ridge Road and then Highway 49; this is where my complaint originates from.

Each time my family leaves the house, we have to drive past the property of Wayne DeLisle. Mr. DeLisle's residence is hidden from view behind yards and yards of junked vehicles and scrap. Many of these vehicles have not been moved in decades and sit there leaking fluids polluting the ground and creating an eyesore for anyone who drives past. This lowers the property value of everyone in the area. In addition, over the years it has made me ashamed of where I live. I feel nervous about showing my peers where I live; and I am tired of hearing that the drive to my house is sickening rather than scenic.

Mr. DeLisle's Property is not the only eyesore in the area, I can think of two properties around the fire department which are in shambles; Mr. DeLisle's is simply the oldest and most visually revolting. For contrast, when our Yellow Farm house burned down <sup>in 1980</sup> ~~in 1980~~, within days of the smoke settling, we received a notice from the county urging us to demolish the remnants of the burned out house. We were about to do so, yet this brought to mind a question. Why were we made to clean up our eyesore, when a huge one has laid just down the road for years?

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All I ask is that this matter be looked at and a plan to remove the junkyard be drafted. For too long I have alienated myself from where I live because of this trash heap. Thank you for taking the time to read my letter and for looking into the matter.

Sincerely,

**Teddy J. Holt**

*Teddy J. Holt*

## Transmittal

<b>Date:</b>	August 31, 2016	
<b>To:</b>	Interested Parties	
<b>From:</b>	Michael Stevenson Horizon Water and Environment, LLC 180 Grand Avenue, Suite 1405 Oakland, CA 94612	
<b>Subject:</b>	<b>NOP for the Medical Cannabis Cultivation Program</b>	
<b>Method of Transmission:</b>	<input checked="" type="checkbox"/> Mail	<input type="checkbox"/> Overnight <input type="checkbox"/> Courier
<b>Purpose of Transmission:</b>	<input type="checkbox"/> Per your request	<input checked="" type="checkbox"/> For your review <input type="checkbox"/> For your information or use <input type="checkbox"/> Other:
<b>Items Being Transmitted:</b>	<b>Quantity</b>	<b>Description</b>
	1	Notice of Preparation (NOP)

Enclosed is the NOP for the California Department of Food and Agriculture's (CDFA's) Medical Cannabis Cultivation Program, and the public scoping period is now underway. The document is being circulated for public scoping from September 1, 2016 to September 30, 2016. CDFA will be hosting eight public meetings during the scoping period; for details, please refer to the enclosed NOP.

Written comments should be sent to:

California Department of Food and Agriculture  
 Attn: Amber Morris  
 Medical Cannabis Cultivation Comments  
 1220 N Street, Suite 400  
 Sacramento, CA 95814

Or via email to [mccp.peir@cdfa.ca.gov](mailto:mccp.peir@cdfa.ca.gov)  
 Subject Line: Medical Cannabis Cultivation Program Comments

We look forward to your attendance at one of the meetings and the receipt of your comments on the Program.

**Notice of Preparation**

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To: Responsible, Federal and Trustee Agencies	From: California Department of Food and Agriculture
_____	_____
(Agency)	
_____	1220 N Street, Suite 400
(Address)	_____
_____	Sacramento, CA 95814
	_____

**Subject: Notice of Preparation of a Draft Subsequent Environmental Impact Report**

The California Department of Food and Agriculture (CDFA) is the lead agency and is preparing a Program Environmental Impact Report (PEIR) for the project identified below. CDFA would like input from your agency and interested members of the public regarding the scope and content of the environmental information that is germane to your agency's statutory responsibilities in connection with the proposed project. Your agency may need to use the PEIR prepared by the CDFA when considering any permit or other approval related to the proposed project.

The project description, location, and potential environmental effects are contained in the attached materials. A copy of the initial study  *is*  *is not* attached.

Because of the time limits mandated by state law, your response must be sent at the earliest possible date but not later than 30 days after receipt of this notice.

Please send your response to Amber Morris at the address above. Please include your name or the name of a contact person in your agency.

**Project Title:** Medical Cannabis Cultivation Program

**Project Applicant, if any:** n/a

Date: September 1, 2016

Signature: 

Title: Branch Chief

Telephone: (916) 263-0801

Email: mccp.peir@cdfa.ca.gov

*Reference:* Cal. Code Regs., tit. 14, (CEQA Guidelines) Sections 15082, subd. (a), 15103, 15375.

## 1. Introduction

In late 2015, the State Legislature passed, and Governor Brown signed into law, the Medical Cannabis Regulation and Control Act (Act). This Act, consisting of three separate bills (Assembly Bills 243 and 266, and Senate Bill 643), outlines a new structure for regulation and enforcement of medical cannabis production and use in California. The Act addresses issues such as cultivation, manufacture of cannabis products, quality control and inspection, distribution, dispensaries, and prescriptions for patients. The Act establishes new licensing procedures for various aspects of the production process. Marijuana is currently a Schedule 1 controlled substance under federal law. Individuals engaging in cannabis cultivation and other activities risk prosecution under federal, state, or local law.

The Act identifies a number of state agency responsibilities, including tasking the California Department of Food and Agriculture (CDFA) with licensing medical cannabis cultivation, as well as establishing a “track and trace” system, which involves development of a unique identifier for each plant, a reporting system, fees, and documents the transport path of plants from cultivation to distribution as a medicinal cannabis product.

In compliance with the Act’s requirements, CDFA is developing regulations to establish a licensing program for medical cannabis cultivation and establish a track and trace system. These are collectively referred to as the Medical Cannabis Cultivation Program (MCCP), Program, or Proposed Program. CDFA is preparing a Program Environmental Impact Report (PEIR) to provide the public, responsible agencies, trustee agencies, and permitting agencies with information about the potential environmental effects associated with the adoption and implementation of these statewide regulations. The PEIR will be prepared by CDFA in accordance with the provisions of the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. CDFA will be the lead agency pursuant to CEQA and will consider comments from responsible and trustee agencies, property owners, and interested persons and parties regarding the scope and content of the environmental information to be included in the PEIR.

## 2. Program Description

### 2.1 Program Area

The Program would occur in various locations within the state of California at licensed medical cannabis cultivation sites, and at sites implementing the track and trace system.

### 2.2 Program Purpose

The overall purpose of CDFA’s Program is to establish a regulatory licensing program that would ensure that medical cannabis cultivation operations would be performed in a manner that protects the environment, cannabis cultivation workers, and the general public from the individual and cumulative effects of these operations, and fully complies with all applicable laws. An additional Program purpose is to establish a track and trace program to

ensure the movement of medical marijuana items are tracked throughout the production chain.

## 2.3 Program Objectives

The regulations will be developed to achieve the following objectives:

- Establish minimum requirements for indoor, outdoor, and mixed light medical cannabis cultivation operations that must be achieved by cultivators in order to obtain a cultivation license from CDFA;
- Establish a limit on the quantity of licenses issued for the Type 3, 3A, and 3B cultivation categories;
- Ensure that individual and cumulative effects of water diversion and discharge associated with cultivation do not affect the instream flows needed for fish spawning, migration, and rearing, and the flows needed to maintain natural flow variability;
- Ensure that cultivation will not negatively impact springs, riparian wetlands, and aquatic habitats;
- Require that cannabis cultivation by licensees is conducted in accordance with state and local laws related to land conversion, grading, electricity usage, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters;
- Establish procedures for the issuance and revocation of unique identifiers for activities associated with a cannabis cultivation license;
- Prescribe standards for the reporting of information as necessary related to unique identifiers;
- Establish a scale of application, licensing, and renewal fees, based upon the cost of administering and enforcing the Program; and
- Develop a cultivation checklist tool that can be used by CDFA, other agencies, and local governments to evaluate environmental impacts of cannabis cultivation license programs.

## 2.4 Preliminary Regulations

A table of contents and an outline of CDFA's preliminary regulations are attached to this notice.

## 3. CEQA Process

### 3.1 Notice of Preparation

This Notice of Preparation (NOP) presents general background information on the Program, the scoping and larger CEQA process, and the environmental issues to be addressed in the PEIR. CDFA has prepared this NOP pursuant to CEQA Guidelines section 15082.

### 3.2 Scoping Workshops

In order for the public and regulatory agencies to have an opportunity to ask questions and submit comments on the scope of the EIR, public scoping workshops will be held during the NOP review period. Because the Statewide Program is a “project of statewide, regional, or areawide significance,” the scoping workshops will be conducted in eight different locations throughout the State. The scoping workshops will solicit input from the public and interested public agencies regarding the nature and scope of environmental impacts to be addressed in the Draft EIR.

All eight workshops will use the same format and interested parties may attend one or all meetings. Oral comments will be noted and considered at the workshops, and written comments will be accepted both during the workshops as well as anytime during the 30-day scoping period. Comment forms will be available at the scoping workshops for those who wish to submit written comments during or at the workshop.

The dates, times, and exact locations of the public scoping workshops are scheduled for:

- September 13<sup>th</sup> 2016, 4 – 7 PM  
Sacramento Convention Center  
1400 J Street, Room 202  
Sacramento, CA 95814
- September 14<sup>th</sup> 2016, 4 – 7 PM  
Red Lion Hotel  
(Sierra Room)  
1830 Hilltop Drive  
Redding, CA 96002
- September 15<sup>th</sup> 2016, 4 – 7 PM  
Red Lion Hotel  
(Pacific Room)  
1929 4<sup>th</sup> Street  
Eureka, CA 95501
- September 20<sup>th</sup> 2016, 4 – 7 PM  
Oakland Marriott  
(Skyline Room)  
1001 Broadway  
Oakland, CA 94607
- September 21<sup>st</sup> 2016, 4 – 7 PM  
Courtyard by Marriott  
(Grand Ballroom)  
1605 Calle Joaquin  
San Luis Obispo, CA 93405
- September 22<sup>nd</sup> 2016, 4 – 7 PM  
Harris Ranch  
(Garden Ballroom)  
24505 West Dorris Ave  
Coalinga, CA 93210
- September 27<sup>th</sup> 2016, 4 – 7 PM  
Pasadena Convention Center  
(Ballroom F)  
300 East Green Street  
Pasadena, CA 91101
- September 28<sup>th</sup> 2016, 4 – 7 PM  
Miracle Springs Resort and Spa  
(Mirage Ballroom)  
10625 Palm Drive  
Desert Hot Springs, CA 92240

This scoping workshop information has also been published in Eureka Times Standard, Redding Record Searchlight, Sacramento Bee, San Francisco Chronicle, San Luis Obispo Tribune, Fresno Bee, Los Angeles Times, Riverside Press Enterprise and CDFA’s website ([www.cdfa.ca.gov/is/mccp](http://www.cdfa.ca.gov/is/mccp)).

### 3.3 Draft PEIR

The primary purpose of a PEIR is to analyze and disclose the reasonably foreseeable direct and indirect environmental impacts that may occur as a result of the Program. The Draft PEIR, as informed by public and agency input through the scoping period, will analyze and disclose the potentially significant environmental impacts associated with the Program and, where any such impacts are significant, identify potentially feasible mitigation measures and alternatives that substantially lessen or avoid such effects will be identified and discussed.

Below is a preliminary list of potential environmental issues to be addressed in detail in the PEIR. The analysis in the Draft PEIR ultimately will determine whether these impacts are reasonably foreseeable, whether they are significant based on identified thresholds of significance, and whether they can be avoided or substantially lessened by potentially feasible mitigation measures and alternatives.

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation and Traffic
- Tribal Cultural Resources
- Utilities and Service Systems
- Cumulative Impacts
- Irreversible Impacts

### 3.4 Public Review of the Draft PEIR

Once the Draft PEIR is completed, it will undergo public review for a minimum of 45 days. CDFA is also planning to hold public workshops during this public review period. The date, time, and exact location of the public workshops will be made available prior to the events.

### 3.5 Final PEIR

Written and oral comments received in response to the Draft PEIR will be addressed in a Response to Comments document which together with the Draft PEIR will constitute the Final PEIR. The Final PEIR, in turn, will inform CDFA's exercise of discretion as a lead agency under CEQA in deciding whether to approve the Program.

## 4. Submittal of Scoping Comments

This NOP is being circulated to local, state, and federal agencies, and to interested organizations and individuals who may wish to review and comment on the Program or the Draft PEIR at this stage in the process. In addition, the NOP is available for review at the CDFA's offices and on CDFA's internet website ([www.cdfa.ca.gov/is/mccp](http://www.cdfa.ca.gov/is/mccp)). Written comments concerning the scope and content of this PEIR are welcome.

Consistent with the time prescribed by State law for public review of an NOP, your response to and input regarding the project should be sent at the earliest possible date, but **not later than September 30, 2016**. Please include your name, address, and contact number for your agency as applicable for all future correspondence related to the Program. Written comments may be sent via email or letter to:

California Department of Food and Agriculture  
Attn: Amber Morris  
Medical Cannabis Cultivation Comments  
1220 N Street, Suite 400  
Sacramento, CA 95814

Email: [mccp.peir@cdfa.ca.gov](mailto:mccp.peir@cdfa.ca.gov)  
Subject Line: Medical Cannabis Cultivation Program Comments

PUBLICATION DATE: September 1, 2016

Signature: \_\_\_\_\_



Amber Morris

*Attachment: Table of Contents and Outline of Preliminary Regulations*

**CALIFORNIA CODE OF REGULATIONS**  
**TITLE 3. FOOD AND AGRICULTURE**  
**DIVISION 8. Cannabis Cultivation**  
**CHAPTER 1. Medical Cannabis Cultivation Program**

**Article 1. Definitions**

§ 8000. Definitions .....X

**Article 2. Applications for Cultivation Licenses**

§ XXXX. General Application Information for Cultivation Licenses .....X

§ XXXX. Application Requirements for Cultivation Licenses .....X

§ XXXX. Incomplete Applications. ....X

§ XXXX. Application Processing Fee Schedule .....X

§ XXXX. Application Payment Method .....X

**Article 3. Licensing**

§ XXXX. License Types. ....X

§ XXXX. License Allowances and Constraints .....X

§ XXXX. License Denial and Appeal Process. ....X

§ XXXX. Petition of License Denial .....X

§ XXXX. License Renewal .....X

§ XXXX. License Fee Schedule .....X

**Article 4. Cultivator Requirements**

§ XXXX. Requirements for All License Types. ....X

§ XXXX. Requirements for Indoor License Types. ....X

§ XXXX. Requirements for Mixed Light License Types. ....X

§ XXXX. Requirements for Outdoor License Types. ....X

§ XXXX. Requirements for Cannabis Nurseries .....X

**Article 5. Track and Trace Requirements**

§ XXXX. Unique Identifiers .....X

§ XXXX. Tracking System .....X

§ XXXX. Reporting Requirements .....X

**Article 6. Inspections**

§ XXXX. Inspections Requirements .....X

**Article 7. Enforcement**

§ XXXX. License Violations. ....X

§ XXXX. Administrative Hold Procedure. ....X

§ XXXX. Voluntary Surrender of Cannabis or Cannabis Product .....X

§ XXXX. Completed Investigations. ....X

§ XXXX. Minor, Moderate, or Serious Violations. ....X

§ XXXX. Appeal Process .....X

*Cannabis is a Schedule I drug pursuant to the Controlled Substance Act 21 U.S.C. § 812. Activity related to cannabis use is subject to federal prosecution, regardless of the protections provided by State law.*

## Medical Cannabis Cultivation Program Outline of Draft Regulations

Below is a detailed outline of the draft regulations to implement the Medical Cannabis Cultivation Program (MCCP), including licensing and “track and trace” program elements. Where necessary, the regulations will restate statutory requirements from the Medical Cannabis Regulations and Safety Act (MCRSA) for clarity.

**DEFINITIONS:** In addition to the statutory definitions provided by MCRSA, the MCCP will define the following terms:

- Canopy
- Flowering
- Immature
- Mixed-light cultivation
- Premises
- Propagate

### APPLICATIONS FOR CULTIVATION LICENSES:

- **General Application Information for Cultivation Licenses** – Includes where to find application form, how to submit, and references sections for application component requirements and fees.
- **Application Requirements:** Licensees will have to provide the following, at a minimum, in order to be considered for a license:
  - ✓ Board of Equalization seller’s permit number
  - ✓ Proof of fingerprinting submission to the California Department of Justice
  - ✓ Copy of a local license, permit or other authorization from a local jurisdiction to cultivate, and related California Environmental Quality Act (CEQA) documentation
  - ✓ A cultivation plan detailing grow site dimensions, chemical use protocols, water source and storage, waste removal plan, security protocols, inventory tracking procedures, quality control procedures, product storage and labeling, and details regarding the method of compliance with applicable MCCP environmental requirements
  - ✓ Proof of the legal right to occupy the proposed cultivation site
  - ✓ Proof of a bond in the amount of \$25,000
  - ✓ If applicable, copy of a valid Fish and Game Code section 1602 lake or streambed alteration agreement or written verification from the Department of Fish and Wildlife that an agreement is not required
  - ✓ If applicable, approval of water diversion and water rights
  - ✓ If applicable, a certificate of rehabilitation for a conviction

Applicants will also need to attest to the following:

- ✓ A license is only valid for the single, identified location
- ✓ The proposed location is located beyond a 600-foot radius from a school
- ✓ The applicant is not a licensed retailer of alcoholic beverages
- ✓ The applicant is an “agricultural employer”
- ✓ For an applicant with 20 or more employees, the applicant will enter into a Labor Peace Agreement
- ✓ Comply with prohibition of weapons and firearm at the cultivation site
- ✓ Under penalty of perjury, the information in the application is complete, true and accurate; the applicant has read and is familiar with all applicable laws and regulations

- **Incomplete Applications** – Inform applicants if application is incomplete and provide a time-frame to submit missing information.
- **Application Processing Fee Schedule** – Provide fee requirements when submitting applications. This fee will be non-refundable and will pay for resources necessary to process applications.
- **Application Pay Method** – Specify the accepted method of payments and location(s) where payments can be made.

**LICENSING:**

**License Types:** Specifies license types as follows:

License Types			
Category	Outdoor (no artificial light)	Indoor (exclusively artificial light)	Mixed-light (combo of natural & supplemental artificial light)
Specialty Cultivator	<b>Type 1</b> Up to 5,000 sq ft, or up to 50 mature plants on noncontiguous plots	<b>Type 1a</b> Up to 5,000 sq ft	<b>Type 1b</b> Up to 5,000 sq ft
Small Cultivator	<b>Type 2</b> 5,001 - 10,000 sq ft	<b>Type 2a</b> 5,001 - 10,000 sq ft	<b>Type 2b</b> 5,001 - 10,000 sq ft
Cultivator	<b>Type 3</b> 10,001 sq ft to one acre	<b>Type 3a</b> 10,001 - 22,000 sq ft	<b>Type 3b</b> 10,001 - 22,000 sq ft
Nursery	<b>Type 4</b> Up to one acre	<b>Type 4</b> Up to one acre	<b>Type 4</b> Up to one acre

- **License Allowances and Constraints** –
  - ✓ Clarifies allowable license combinations.
  - ✓ Multiple cultivation licenses may be obtained by one applicant, but total canopy cannot exceed four acres.
- **License Denial** – Failure to comply with application requirements will result in MCCP denying the license.
- **Petition of License Denial** – Procedure by which the decision to deny the license can be reviewed; must file the petition within 30 days.
- **License Renewal** – Cannabis cultivation licenses must be renewed annually. Renewal applications must be received 100 days prior to expiration of license.
- **License Fee Schedule** – Fees will be based on license type, fees have not yet been determined.

**CULTIVATION REQUIREMENTS:**

- **Requirements for All License Types** –
  - ✓ Environmental Management Measures and Best Management Practices: Any relevant environmental management measures and best management practice requirements included in the regulations, or determined by the environmental impact report (EIR), shall be included in a license for cultivation.
  - ✓ Water: Requires compliance with applicable principles, guidelines and requirements established by the State Water Resources Control Board.
  - ✓ Waste Discharges: Requires compliance with applicable general orders issued by the Regional Water Quality Control Boards or State Water Resources Control Board, or in regions where no general order exists, individual Waste Discharge Requirements from the applicable Regional Water Quality Control Board.

- ✓ **Wildlife (aquatic):** Requires compliance with Department of Fish and Wildlife guidelines and laws to ensure that individual and cumulative effects of water diversion and discharge of cannabis cultivation operations do not affect instream flows needed for fish spawning, migration and rearing.
  - ✓ **Wildlife (general):** Requires compliance with the California Endangered Species Act, including possession of an Incidental Take Permit from the Department of Fish and Wildlife, if the cultivation operation has the potential to result in “take” of a species listed as threatened or endangered.
  - ✓ **Pesticides:** Requires the Department of Pesticide Regulation (DPR) to develop guidelines for the use of pesticides in the cultivation of cannabis. DPR is also required to ensure that the application of pesticides in connection with indoor or outdoor cannabis cultivation is compliant with existing pesticide use laws. Use of pesticides may be further limited based on the EIR.
- **Indoor License Types** – Lighting, building, ventilation requirements as determined necessary and feasible to mitigate environmental impacts by the EIR.
  - **Mixed Light License Types** – Additional requirements as determined necessary and feasible by the EIR.
  - **Outdoor License Types** - Additional requirements as determined necessary and feasible by the EIR.
  - **Cannabis Nurseries** - Additional requirements as determined necessary and feasible by the EIR.

**TRACK & TRACE PROGRAM:**

- **Unique Identifiers** – Every plant greater than 8 inches in height must receive a unique identifier. The MCCP, in collaboration with several departments, is still determining the form of the unique identifier.
- **Tracking System** – The MCCP shall implement a system for tracking unique identifiers; licensees shall report movement of cannabis through the tracking system.
- **Reporting Requirements** – Specific information including but not limited to quantity, weight, variety, estimated times of departure and arrival, licensee receiving product, and transaction date are required.

**INSPECTIONS:**

- Inspections include review of records and inspection of the cultivation site(s); identifies site safety conditions for inspection, inspection hours; specifies time frame in which records must be provided.

**ENFORCEMENT:**

- **License Violations** – CDFA will have two years from the date of the violation within which to bring an administrative action to suspend, revoke or other disciplinary action for the violation.
- **Administrative Hold Procedure** – To prevent the destruction of evidence, diversion, and threats to public safety, cannabis or cannabis products may be placed under a hold. Licensees shall segregate the items on hold so that they are secure.
- **Voluntary Surrender of Cannabis or Cannabis Product** – Procedure allowing licensee to surrender cannabis or cannabis products prior to the completion of an investigation. The

cannabis or cannabis products surrendered will be destroyed. Does not waive a licensee's right to a hearing.

- **Completed Investigations** – Upon completing an investigation, CDFA shall determine if the violation occurred and if so, what the appropriate penalty should be.
- **Minor, Moderate, Serious violations** – The MCCP will provide for penalties to be assessed based on the severity of a violation of license requirements or other regulatory provisions. Penalties will range from fines to license suspension or revocation.
- **Appeal Process** – Licensees will have 30 days to appeal any violation issued. Appeals shall be submitted to CDFA's Office of Hearings and Appeals. Licensees may request a formal hearing. Formal hearings will be conducted by a hearing officer designated by CDFA. A decision shall be issued within 14 days after the conclusion of the hearing.