



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 October 18, 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 September 30, 2016 Board meeting highlights. (CHAIR ADAMS)

Documents:

[BoardMeeting Highlights 09-30-16.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. HEALTH & HUMAN SERVICES - DARDEN BYNUM**

#### **6.A. Authorization to recruit and fill a Social Worker I-III position.**

Documents:

[Social Worker I-III.pdf](#)

#### **6.B. Agreement for professional services between Sierra County Child Abuse Council and the County of Sierra.**

Documents:

[SCCAC.pdf](#)

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

- 7.A. Rescission of Resolution # 2016-025 and adoption of replacement resolution to reflect amended expenditures for the Fiscal Year 2015 Homeland Security Grant.

Documents:

[SHSG 15 Amended Expenditures.pdf](#)

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

- 8.A. Resolution approving proposed budget for the CalRecycle City/County Payment Program for Fiscal Year (FY) 2016/2017 and adopt the attached budget.

Documents:

[REC AWD 16-17 Packet.pdf](#)

## **9. BOARD OF SUPERVISORS**

- 9.A. Discussion/direction regarding response from Sierraville District Ranger Quentin Youngblood pertaining to county costs incurred for drug enforcement activities on national forest system lands. (CHAIR ADAMS)

Documents:

[Marijuana costs.pdf](#)

- 9.B. Approval of letter of support for Western Sierra Health Clinic's Section 330(e) Service Area Competition Application (HRSA-17-054). (CHAIR ADAMS)

Documents:

[Western Sierra Health Clinic.pdf](#)

- 9.C. Appointment to the Mental Health Advisory Board. (CLERK OF THE BOARD)

Documents:

[Mental Health Advisory Board Appointment.pdf](#)

## **10. TIMED ITEMS**

- 10.A. 10:00 AM APPEAL HEARING - NOTICE TO ABATE

Continued appeal of Notice to Abate Unlawful Marijuana Cultivation filed by Sarah J. Lang (Grew) and Tristan Grew, Property Owners and Jennifer L. Lahm and Ryan J. Romero, Property Occupants, APN 006-130-027-00.

Documents:

## 11. CLOSED SESSION

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

Documents:

[Closed Session performance.pdf](#)

- 11.B. Closed Session pursuant to Government Code Section 54957 to consider employee discipline/dismissal/release.

Documents:

[Closed Session.pdf](#)

## 12. 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.

- 12.A. Resolution authorizing the Auditor to make certain changes to the 2015/2016 final budget for the Sheriff's fixed asset purchase. (SHERIFF)

Documents:

[Sheriffs budget adjustment.pdf](#)

- 12.B. Request for convening of Health and Social Services Committee meeting regarding Social Services and Facilities Management. (HEALTH AND HUMAN SERVICES)

Documents:

[Health and Social Services.pdf](#)

- 12.C. Rescission of Agreement 2016-103 due to name changes in the agreement and approval of agreement for professional services between Crestwood Behavioral Health, Inc. and County of Sierra. (BEHAVIORAL HEALTH)

Documents:

[Crestwood.pdf](#)

- 12.D. Agreement for Indemnification and Reimbursement for Extraordinary Costs for Heather and Matt Fraser, Applicants and Landowners: Consideration of a Conditional Use Permit to allow the occupancy of a travel trailer during building of a single family residence. The project site, identified as APN 013-110-145 is located at Parcel 2 of the Frank Amodei Subdivision, Sierraville, CA. (PLANNING)

Documents:

[Fraser\\_Indemnification Agreement.pdf](#)

- 12.E. Agreement for Indemnification and Reimbursement for Extraordinary Costs for Tristan and Sarah Grew, Applicants and Landowners: Consideration of a Conditional Use Permit to allow the occupancy of a travel trailer during the building of a single family residence. The project site, identified as APN 006-130-027, is located at 21 Ranch Court, Pike, CA. (PLANNING)

Documents:

[Grew\\_Indemnification Agreement.pdf](#)

- 12.F. Approval of Conflict of Interest Code for the Sierra County Office of Education. (CLERK OF THE BOARD)

Documents:

[Conflict of Interest Code Office of Education.pdf](#)

### 13. **CORRESPONDENCE LOG**

- 13.A. Response from the Sierra County Board of Supervisors to the 2015/2016 Grand Jury Report.

Documents:

[Boards response to GJ report.pdf](#)

- 13.B. E-mail correspondence regarding interdistrict attendance agreements affecting Verdi, California children.

Documents:

[e-mail correspondence verdi children.pdf](#)

**ADJOURN**



**To:** RCRC Board of Directors  
**From:** Greg Norton  
President & CEO  
**Date:** October 3, 2016  
**Re:** RCRC Board Meeting Highlights (September 30, 2016)

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### **President's Report**

RCRC President & CEO Greg Norton reported that the 2016 Annual Meeting netted more than \$85,000 in sponsorships. The full list of sponsors can be accessed [here](#).

Additionally, the 2016 Annual Meeting Basket Raffle and Auction raised \$41,517 for the charities in Glenn County selected by Supervisor John Viegas, which include the Orland Pantry, Willows Food Bank, and the Westside Domestic Violence Shelter.

### **Administrative Matters**

#### Adoption of the 2017 RCRC Meeting Schedule

The RCRC Board of Directors approved the adoption of the 2017 RCRC Meeting Schedule, accessed [here](#).

### **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 did not meet in September, and the next meeting is scheduled for October 10, 2016. The Task Force held a seat at a Tree Mortality Roundtable in Tahoe led by John Laird, Secretary of the California Natural Resources Agency. Additionally, RCRC staff reported that Assembly Member Dahle was successful in including language in Senate Bill 859 that will attempt to keep biomass facilities open and operating by requiring the utilities to procure 125 megawatts of power from areas impacted by tree mortality. The full text of SB 859 can be accessed [here](#), and a recent article on the legislation as it relates to biomass can be accessed [here](#). RCRC's memo on the Task Force can be accessed [here](#).

#### Proposed CalEnviroScreen 3.0

RCRC staff reported that a new version of CalEnviroScreen has been released for public comment, with comments due October 21, 2016. The intent of the tool was to provide state and local decision makers with information that will enable them to focus their time,

resources, and programs on those portions of the state or jurisdiction that are most in need of assistance. However, as currently being used, CalEnviroScreen is negatively impacting our communities and local government. RCRC will be submitting written comments, and RCRC staff urged RCRC Member Counties to review the proposed tool, and submit their own written comments to CalEPA/OEHHA, with a copy to RCRC. RCRC staff also reported on the development of a media campaign to raise the level of awareness of the flawed use of the tool. RCRC's memo on CalEnviroScreen 3.0 can be accessed [here](#).

#### Proposition 57

Known as the "Governor's Criminal Justice Initiative," Proposition 57 would allow certain nonviolent felons to seek early parole and give juvenile court judges an increased role in trying juveniles in adult courts. Following extensive discussion, and citing the internal conflict within the county criminal justice system – District Attorneys and Chief Probation Officers, the RCRC Board of Directors voted to adopt a position of "No Position" on Proposition 57. RCRC's memo on Proposition 57 can be accessed [here](#).

#### Proposition 64

Known as the "Control, Regulate and Tax Adult Use of Marijuana Act," Proposition 64 would legalize marijuana use (beyond medicinal activities) in California. Following extensive discussion, the RCRC Board of Directors voted to adopt a position of "No Position" on Proposition 64. RCRC's memo on Proposition 64 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 September 2016 Board of Directors meeting. The September Board Packet can be accessed [here](#).*

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

<b>MEETING DATE:</b> October 18, 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:** Health & Human Services  
**APPROVING PARTY:** Darden Bynum, Director  
**PHONE NUMBER:** (530) 993-6701

**AGENDA ITEM:** Authorization to recruit and fill a Social Worker I-III position.

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

**BACKGROUND INFORMATION:** Authorization is being requested to recruit and fill a Social Worker I-III position.

**FUNDING SOURCE:** 0515800  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:** 5800  
**AMOUNT:** \$ 56,639.35 - \$ 75,697.25 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



Darden Bynum, LCSW  
Director

**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

**Memorandum**

**To:** Sierra County Board of Supervisors

**From:** Darden Bynum, Director, Health & Human Services

**Reference:** Authorization to recruit and fill a Social Worker I-III Position.

**Date of memo:** 12 October 2016

**Date of Board Meeting:** 18 October 2016

**Regarding:** Board approval to recruit and fill a Social Worker I-III position.

**Executive summary:** This memo is to request approval to recruit and fill a Social Worker I-III position.

**Background information:** Approval is requested to fill a Social Worker I-III position. This position's duties will include Adult Protective Services (APS), those transitioning to In Home Supportive Services (IHSS), which in the last two years the case counts have doubled, and the role of Guardianship Case Management.

**Action Requested:** It is recommended that the Board approve filling this position.

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

<b>MEETING DATE:</b> October 18, 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
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**AGENDA ITEM:** Approval of an Agreement for Professional Services between Sierra County Child Abuse Council and the County of Sierra.

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

**BACKGROUND INFORMATION:** Sierra County Social Services provides prevention funding to be used for stabilizing at risk families.

**FUNDING SOURCE:** 0515800  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:** 5800  
**AMOUNT:** \$88,850.00 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



Darden Bynum, LCSW  
Director

**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

**Memorandum**

**To:** Sierra County Board of Supervisors  
**From:** Darden Bynum, LCSW, Director, Health & Human Services  
**Reference:** Agenda items  
**Date of memo:** 11 October 2016  
**Date of Board Meeting:** 18 October 2016  
**Regarding:** Board of Supervisor approval of an agreement for Professional Services between The Sierra County Child Abuse Prevention Council and the County of Sierra

**Executive summary.** This memo is to request approval of an agreement for Professional Services between the Sierra County Child Abuse Prevention Council (The Council) and the County of Sierra. The Council provides services to vulnerable families with children that are at risk of abuse or neglect. These funds support primary prevention programs, including public awareness, and educational activities to help families prior to allegations of abuse and neglect.

**Background information:** The Sierra County Department of Social Services provides prevention funding to The Council from four federal and state funding sources: 1. Community Based Child Abuse Prevention (CBCAP), for \$ 29,700. 2. Child Abuse Prevention and Intervention (CAPIT), for \$ 19,000. 3. Promoting Safe and Stable Families (PSFF) for \$ 4,000; 4. Child Welfare Outcome Improvement Program (CWSOIP) for \$ 34,000 5. County Children's Trust Fund \$ 2,150.00.

**Fiscal Impact:** This child abuse prevention agreement is for \$ 88,850.00 annually; no county general funds are impacted.

**Recommendation:** It is recommended that this agreement be approved.

**AGREEMENT FOR  
PROFESSIONAL  
SERVICES**

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

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

**OPERATIVE PROVISIONS**

**1. SERVICES.**

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

**2. TERM.**

Commencement Date: July 1, 2016

Termination Date: June 30, 2017

**3. PAYMENT.**

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

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

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

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

The Director of Sierra County Human Services is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Tammy Muldoon is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Business Associate Agreement

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

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

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By \_\_\_\_\_  
LEE ADAMS, CHAIRMAN  
SIERRA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
TAMMY MULDOON, DIRECTOR  
SIERRA COUNTY CHILD ABUSE COUNCIL

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
Clerk of the Board

\_\_\_\_\_  
DAVID PRENTICE  
County Counsel

## ATTACHMENT A

### A.1 SCOPE OF SERVICES AND DUTIES.

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

#### **COMMUNITY BASED CHILD ABUSE PREVENTION (CBCAP) – \$29,700**

The Community-Based Child Abuse Prevention Program (CBCAP) was established by Title II of the Federal Child Abuse Prevention and Treatment Act (CAPTA) Amendments of 1996 and was most recently reauthorized in December of 2010 (P.L. 111-320) for the purpose of:

- A. Supporting community based efforts to develop, operate, expand, enhance and coordinate initiatives, programs and activities to prevent child abuse and neglect.
- B. Supporting the coordination of resources and activities to better strengthen and support families to reduce the likelihood of child abuse and neglect.
- C. Fostering an understanding, appreciation and knowledge of diverse populations in order to be effective in preventing and treating child abuse and neglect.

The CBCAP funds should be used to support primary prevention programs (a.k.a. universal) programs and strategies which are available to all families, as well as secondary (a.k.a. targeted) prevention efforts, which target children and families at risk for abuse or neglect.

Tertiary prevention addresses families that have already demonstrated the need for intervention and have an open child welfare case. These families **are not eligible** for services under the CBCAP program.

No more than 10% of the funds may be used for administrative costs. Administrative costs (i.e. indirect) costs are defined as:

- Costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program or organizational activity. Depreciation, software, and office equipment are examples of administrative costs.
- Allowable costs that would not have been incurred had it not been for the program are direct program costs, not administrative (e.g. program personnel, training, supplies, travel)

Allowable activities are described under Section 201(a)(1)(b) of the Federal Child Abuse Prevention and Treatment Act (PL 111-320). These activities include, but are not limited to:

- 1) Developing, operating, expanding and enhancing community-based, and prevention focused programs and activities that:
  - a. Offer assistance to families
  - b. Provide early, comprehensive support for parents
  - c. Promote the development of parenting skills, especially in young parents and parents with very young children
  - d. Increase family stability
  - e. Improve access to other formal and informal resources available within communities, including access to such resources and opportunities for unaccompanied homeless youth
  - f. Support the additional needs of families with children with disabilities through respite care and other services
  - g. Provide referrals to early health and developmental services
  - h. Foster the development of a continuum of preventive services for children and families, including unaccompanied homeless youth, through State and community-based collaborations and partnerships, both public and private.
- 2) Start-up, maintenance, expansion, or redesign of specific family resource and support programs or community-based child abuse and neglect prevention program services such as, but not limited to:
  - a. Respite care services
  - b. Disability services

- c. Domestic violence services
  - d. Housing services, transportation
  - e. Adult education
  - f. Home visiting, or other similar services identified by the inventory and description of current services required under section 204(a)(3) as an unmet need and integrated with the network of community-based family resources.
- 3) Funding is maximized through leveraging of funds for the financing, planning, community mobilization, collaboration, assessment, information and referral, startup, training and technical assistance information management and reporting, reporting and evaluation costs for establishing, operating or expanding community-based and prevention-focused programs and activities designed to strengthen and support families to prevent child abuse and neglect.
  - 4) Public information activities that focus on the healthy and positive development of parents and children and promotion of child abuse and neglect prevention activities.
  - 5) Programs must be accessible, effective, culturally appropriate and build upon existing strengths
  - 6) Evidence informed and evidence based programs are highly encouraged.
  - 7) Evaluation of funded program

The CONTRACTOR will develop a cost structure for invoicing the Evidence Based or Evidenced Informed Programs and Practices using CBCAP funding. Attachment E is a sample of a Cost Justification Worksheet and is available electronically from the COUNTY upon request. The COUNTY will reimburse CONTRACTOR upon receipt of invoice with attached cost justification and copies of sign in sheets (or similar) documenting families served under the guidelines of CBCAP as outlined above. COUNTY will adjust the invoice if a family receiving services is identified as CWS. CWS families served in the above allowable activities should be invoiced under CAPIT or PSSF rather than CBCAP.

In addition, CONTRACTOR will participate in activities available to the general public, such as public awareness and education regarding the prevention of child abuse and neglect. Public awareness activities will include promotional activities sponsored during the Child Abuse Prevention month each April.

COUNTY is also requesting the CONTRACTOR use a portion of the CBCAP funds to provide Mandated Reporter training to the community at large to be offered twice during the contract period.

These services shall be based in the fiscal year beginning July 1, 2016 and ending June 30, 2017.

### **CHILD ABUSE PREVENTION AND INTERVENTION TREATMENT (CAPIT) - \$19,000**

The CAPIT programs were established by Assembly Bill 1733 (Welfare and Institution Code Sections 18960-18964) with the intent that child abuse and neglect prevention and intervention programs be encouraged by the funding of community-based public and private agencies addressing needs of children at high risk of abuse or neglect and their families. Effective July 1, 2011 AB 118 (Chapter 40, Statutes of 2011) realigned the funding for the CAPIT program from the state to the local government.

Beginning in the Fiscal Year (FY) 2011-12 and for each FY thereafter, funding and expenditures for programs and activities under this section shall be in accordance with the requirements provided in Sections 30025 and 30026.5 of the Government Code.

CAPIT funds are used to fulfill the Federal Community-Based Child Abuse Prevention (CBCAP) grant matching and leveraging requirements. As such, these funds cannot be used as a match for other federal funds. Funds shall be used for child abuse prevention, intervention and treatment services as described in statute and regulation.

### **Target Population**

Priority for services shall be given to:

- Children who are at high risk, including children being served by County Welfare Departments (CWD) for abuse and neglect, and children referred for services by legal, medical, or social service agencies.
- Minority populations
- Projects and services related to the needs of children, especially children under 14 years of age.

Priority shall be given to prevention programs through:

- Nonprofit agencies, including where appropriate, programs that identify and provide services to:
  - Isolated families, particularly those with children five years of age or younger;
  - High quality home visiting programs based on researched models of best practice;
  - Services to child victims of crime.

### **Use of Funds**

Funding priority given to private, nonprofit agencies with programs that serve the needs of children at risk of abuse or neglect and that have demonstrated effectiveness in prevention or intervention. COUNTY will monitor the projects that are funded by CAPIT. Services may include, but are not limited to:

- Day care
- Respite services
- Transportation
- Mental health services
- Home visiting programs
- Parent education and support programs
- Domestic violence services
- Disability services
- Early developmental screening and assessment, and
- Counseling services.

No more than 10% of the funds may be used for administrative costs. Administrative costs (i.e. indirect) costs are defined as:

- “Costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program or organizational activity. Depreciation, software, and office equipment are examples of administrative costs.
- Allowable costs that would not have been incurred had it not been for the program are direct program costs, not administrative (e.g. program personnel, training, supplies, travel)

COUNTY is required to demonstrate the program requirements are identified and met in the County Self-Assessment (CSA) and System Improvement Plan (SIP) components of the California Child and Family Services Review (C-CFSR) and the CAPIT/CBCAP/PSSF annual reporting process. CONTRACTOR is required to demonstrate the existence of a ten percent (10%) cash or in-kind match (other than funding provided by the CDSS) which will support the goals of child abuse and neglect prevention and intervention.

The CONTRACTOR will develop a cost structure for invoicing the Evidence Based or Evidence Informed programs the cost of direct services provided to clients under the CAPIT guidelines outlined above. Attachment E is a sample of a Cost Justification Worksheet and is available electronically from the COUNTY upon request. The COUNTY will reimburse CONTRACTOR upon receipt of invoice with attached cost justification and copies of sign in sheets (or similar) documenting families served with programs funded by CAPIT as outlined above.

COUNTY will also require CONTRACTOR to accurately document direct services to client as outlined under any of the three PSSF components using a form, developed by the CONTRACTOR that documents the client served, date of service, location of service, direct cost of services (i.e. receipts for concrete supports, fuel, mileage, etc.) and duration of service. Attachment F is a sample of the Direct Service form. The form must be signed by the CONTRACTOR (or employee of CONTRACTOR) and the client in order to be considered valid. COUNTY will reimburse CONTRACTOR upon receipt of invoices with attached, described documentation.

### **PROMOTING SAFE AND STABLE FAMILIES (PSSF) - \$4,000**

**Target Population:**

- Vulnerable families with children that are at risk of abuse or neglect
- Families that have one or more risk factors
- Families that have already demonstrated the need for intervention and have open child welfare cases.

PSSF funds will be allocated to the following PSSF service components:

### **Family Preservation**

The objective of Family Preservation is to prevent maltreatment among families through the provision of community-based, supportive family services designed to help families (including adoptive and extended) at risk or in crisis.

- **Allowable Services and Activities:**
  - Follow-up care to families to whom a child has been returned after foster placement
  - Respite care (to children) for temporary relief for parents and other caregivers (including foster parents)
  - Services designed to improve parenting skills with respect to matters such as child development, family budgeting, coping with stress, health and nutrition
  - Infant safe haven programs to provide a way for a parent to safely relinquish a newborn infant pursuant to state law (i.e. Safely Surrendered Babies)
  - Examples of services include, but are not limited to:
    - Basic needs, concrete supports
    - Temporary Child Care
    - Differential Response
    - Domestic violence services
    - Early childhood services
    - Home visits (for parents with children ages 0-5)
    - Youth programs

### **Community Based Family Support Services**

The objective of the Community Based Family Support Services component is to assure children's safety within the home and to preserve intact families in which children have been maltreated.

- **Allowable Services and Activities:**
  - Services that promote the safety and well-being of children and families.
  - Services that increase the strength and stability of families (including adoptive, foster and extended families)
  - Services that increase parents' confidence and competence in their parenting abilities
  - Services that afford children a safe, stable and supportive family environment
  - Services that strengthen parental relationships and promote happy marriages
  - Examples of services include, but are not limited to:
    - Basic needs, concrete supports
    - Temporary Child Care
    - Differential Response
    - Domestic violence services
    - Early childhood services
    - Home visits (for parents with children ages 0-5)
    - Youth programs

### **Adoption Promotion and Support Services**

The objective of Adoption Promotion and Support Services is to support adoptive families by providing services necessary for them to make a lifetime commitment to children. Services and activities are designed to encourage more adoptions out of the foster care system, when adoptions promote the best interests of children, including such activities designed to expedite the adoption process and support adoptive families.

- **Target population**

- Current dependents in the foster care system with a case plan of adoption
- Children whom have had a finalized adoption and their adoption families
- Families exploring adoption
- **Allowable Services and Activities:**
  - Pre and post-adoptive services designed to support adoptive families so they can make a lifetime commitment to their children
  - Activities designed to expedite the adoption process and support adoptive families
  - Examples of services include, but are not limited to:
    - Adoptive parent recruitment
    - Basic needs, concrete supports
    - Child care
    - Financial literacy education
    - Health services
    - Livescan fees
    - Parenting education
    - Peer support
    - Respite care
    - Transportation
    - Youth programs

:

### **Use of Funds**

A minimum of twenty seven percent (27%) of the allocated funding must be spent in each of the three components in order for the COUNTY to meet the federal funding requirements of PSSF. The remaining 19% of funds may be used in any of the three components, less \$400.00 that can be used for administrative costs if so desired.

No more than 10% of the funds (\$400.00) may be used for administrative costs. Administrative costs (i.e. indirect) costs are defined as:

- "Costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program or organizational activity. Depreciation, software, and office equipment are examples of administrative costs.
- Allowable costs that would not have been incurred had it not been for the program are direct program costs, not administrative (e.g. program personnel, training, supplies, travel)

The CONTRACTOR will develop a cost structure for invoicing the cost of services provided to clients under the PSSF guidelines outlined above. Attachment E is a sample of a Cost Justification Worksheet and is available electronically from the COUNTY upon request. The COUNTY will reimburse CONTRACTOR upon receipt of invoice with attached cost justification and copies of sign in sheets (or similar) documenting families served with programs funded by CAPIT as outlined above.

COUNTY will also require CONTRACTOR to accurately document direct services to client as outlined under any of the three PSSF components using a form, developed by the CONTRACTOR that documents the client served, date of service, location of service, direct cost of services (i.e. receipts for concrete supports, fuel, mileage, etc.) and duration of service. Attachment F is a sample of the Direct Service form. The form must be signed by the CONTRACTOR (or employee of CONTRACTOR) and the client in order to be considered valid. COUNTY will reimburse CONTRACTOR upon receipt of invoices with attached, described documentation.

### **CHILD WELFARE OUTCOME IMPROVEMENT PROGRAM (CWSOIP) - \$34,000**

The CWSOIP funds, which do not require a match, are intended to support county efforts to improve AB636 outcomes for children by providing counties with additional resources for activities such as: implementing new procedures, providing special training to staff or caregivers, purchasing services to meet unmet needs, conducting focused/targeted recruitment of caregivers or improving coordination between public and/or private agencies or any other activity that addresses AB636 outcomes a county has identified as needing improvement.

## **Start-up Funding**

The COUNTY is allocating \$20,000 of CWSOIP funds to the CONTRACTOR for the purpose of ramping up Evidence Based or Evidence Informed programs purchased by the CONTRACTOR. The funds shall be used for the following purposes:

- Staff training
- Purchase of equipment needed to functionally implement the programs

These funds are considered as Start Up/Non-recurring and shall be used primarily to fund one-time costs for the implementation of Evidence Based or Evidence Informed Programs for the purposes of serving children and families within the community.

CONTRACTOR shall provide to the COUNTY expense reports for reimbursement of training expenses. Allowable expenses are class fees, per diem not to exceed \$56 per day, lodging and travel, including mileage reimbursed at the Federal rate as established January 1 of each calendar year. Supporting documentation in the form of agendas and mileage documentation (i.e. Google Maps, MapQuest) shall be included as part of the expense report.

CONTRACTOR shall develop a cost structure for invoicing the COUNTY for start-up costs related to staff training. COUNTY will reimburse CONTRACTOR upon receipt of invoice with attached Cost Justification.

CONTRACTOR will be reimbursed for the purchase of equipment and supplies deemed necessary to functionally implement the Evidence Based and Evidence Informed Programs. CONTRACTOR will submit an invoice to the COUNTY with original receipts attached. COUNTY will reimburse CONTRACTOR upon receipt of invoice and attached documentation.

## **Grant Procurement**

The COUNTY is allocating \$14,000 of CWSOIP funds to the CONTRACTOR for express purpose of contracting with a grant writer to help the CONTRACTOR develop and acquire other sources of funding for the Family Resource Center. The CONTRACTOR will be responsible for selecting and entering into an agreement with the grant writer. The CONTRACTOR will submit the agreement to the COUNTY for approval. Upon approval of the agreement, the COUNTY will directly reimburse the grant writer for services performed on behalf of the CONTRACTOR.

## **County Children's Trust Fund (CCTF) - \$2,150**

The State Children's Trust Fund (SCTF) was established as a separate fund in the state treasury in 1983 to help fund innovative and distinctive child abuse and neglect prevention and intervention projects (W&I Code 18285).

The CCTF consists of moneys from the following sources:

- Fees from birth certificates
- Restitution fines for child abuse/molestation crimes
- Revenue from the "Have a Heart, Be a Star, Help Our Kids" special interest license plate program (Kid's Plate)
- Donations, i.e. grants, gifts, bequests from private sources to be used for child abuse prevention and intervention programs
- Any funds appropriated to the trust fund by local government entities or by the Legislative Fund Oversight.

## **Use of Funds**

- CCTF funds are intended for the support of child abuse prevention services in the community and will be used to fund child abuse and neglect prevention and intervention programs operated by private nonprofit organizations or public institutions of higher education with recognized expertise in fields related to child welfare.

The CONTRACTOR will develop pamphlets, ads, posters and other informational products designed to promote awareness within the community of services available for the prevention of child abuse and

neglect. COUNTY will reimburse CONTRACTOR for the purchase of materials or services needed to achieve the desired goal of informing the public of available services. These types of purchases include, but are not limited to:

- Ads promoting awareness
- Materials deemed necessary to create informational pamphlets or activities
- Printing expenses

CONTRACTOR will submit an invoice with attached documentation (i.e. receipts) to the COUNTY for reimbursement of cost. COUNTY will reimburse CONTRACTOR upon receipt of invoice.

The CONTRACTOR will participate in an annual audit of services funded and participate in all state reporting requirements. Annual reporting requirements include:

- A list of activities funded during the current fiscal year
- A description of services provided
- Demographics of the population served
- Number of participants served

#### **A.2. TIME SERVICES RENDERED.**

Work will begin immediately upon execution of this Agreement by the COUNTY. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

#### **A.3. MANNER SERVICES ARE TO BE PERFORMED.**

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

#### **A.4. FACILITIES FURNISHED BY COUNTY.**

The COUNTY shall provide direct oversight and training services to the CONTRACTOR, including 100 hours of Social Worker time, to help design and develop a system to capture acceptable activities within the scopes of the CBCAP, CAPIT, PSSF and CWSOIP funding streams.

**ATTACHMENT B  
PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE**

**CBCAP - \$29,700**

CONTRACTOR shall invoice the COUNTY annually, upon notification of fund availability for CBCAP services as outlined in Attachment A. The invoice will clearly state which CBCAP services were provided and the amount expended for those specific services no later than June 1, 2017. COUNTY will reimburse CONTRACTOR upon receipt of invoice. Payment for services shall not exceed Twenty Nine Thousand, Seven Hundred Dollars (\$29,700). CONTRACTOR will maintain supporting documentation of the invoice in the event of an audit.

**CAPIT - \$19,000**

CONTRACTOR shall invoice the COUNTY on either a monthly or quarterly basis for CAPIT services as outlined in Attachment A. The invoice will clearly state which CAPIT services were provided and the amount expended for those specific services. COUNTY will reimburse CONTRACTOR upon receipt of invoice. Payment for services shall not exceed Nineteen Thousand dollars and no cents (\$19,000.00). CONTRACTOR shall make a cash or in-kind match from non-State funds in an amount equal to or in excess of 10% of the total funds granted. CONTRACTOR must be able to document match upon request. CONTRACTOR will maintain supporting documentation of activities in the event of an audit.

**PSSF - \$4,000**

CONTRACTOR will invoice COUNTY on either a monthly or quarterly basis for PSSF services as outlined in Attachment A. The invoice will clearly state which PSSF services were provided and the amount expended for those specific services. COUNTY will reimburse CONTRACTOR upon receipt of invoice. Payment for services shall not exceed Four Thousand dollars and no cents (\$4,000.00). CONTRACTOR is not required to provide a match for PSSF. CONTRACTOR will maintain supporting documentation of the invoices in the event of an audit.

**CWSOIP - \$34,000**

CONTRACTOR will invoice COUNTY on either a monthly or quarterly basis for CWSOIP expenditures as described below:

**Start Up** – COUNTY will reimburse CONTRACTOR up to \$20,000 for start-up costs associated with developing Evidence Based or Evidence Informed Programs, including travel and training expenses.

**Grant Procurement** – COUNTY will allocated up to \$14,000 for the purchase of services of a grant writer to help the CONTRACTOR acquire other sources of funding to establish sustainability for the Family Resource Center.

**County Children's Trust Fund - \$2,150**

The COUNTY will reimburse CONTRACTOR for promotional expenditures intended to create public awareness of services available for the prevention of child abuse and neglect.

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$88,850.00, without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

**B.2 MILEAGE** N/A

**B.3 TRAVEL COSTS** N/A

**B.4 AUTHORIZATION REQUIRED**

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

**B.5 SPECIAL CIRCUMSTANCES N/A**

**B.6 MAXIMUM CONTRACT AMOUNT**

The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	\$88,850.00
B.2	Mileage	0
B.3	Travel Costs	0
B.4	Authorization Required	0
B.5	Special Circumstances	0
<b>MAXIMUM CONTRACT AMOUNT</b>		<b>\$88,850.00</b>

## **ATTACHMENT C**

### **ADDITIONAL PROVISIONS**

1. CONTRACTOR shall not supplant any Federal, State or County funds intended for the purposes of this Agreement with any funds made available under this Agreement. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect of that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of Administrator.
2. Contractor shall complete a Cost Report within thirty (30) days after the termination of this agreement which shall be the final financial and statistical report submitted by Contractor to Administrator.
3. All items purchased with funds provided under this Agreement which has a single unit cost of at least one hundred dollars (\$100.00) including sales tax and have a useful life of more than one year shall be considered capital equipment. Title to all items of capital equipment will remain in the State of California. If the equipment is used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon the termination of this Agreement, Contractor shall immediately return any items of capital equipment to the State or its representatives, or dispose of them in accordance with the directions of the State Department of Social Services (SDSS).
4. CONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for three (3) years after final payment has been made. Upon request, the CONTRACTOR shall make these records available within to the authorized county, state and federal personnel.
5. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this contract report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165(k). Each employee, volunteer, consultant, subcontractor or agent must sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.
6. Persons who serve on a multi-disciplinary team will conform to all applicable county procedures and state and federal law regarding the disclosure of information relevant to the services provided to any person(s) under the terms of this Agreement.

## **ATTACHMENT D GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**D.5 INSURANCE.**

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

**D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and with not less than Five Million Dollars (\$5,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

**D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Two Million Dollars (\$2,000,000) per incident and Five Million Dollars (\$5,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment D page 5 of 7

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

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

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

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

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

**D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement,

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

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

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

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

**D.34 CONFLICT OF INTEREST.**

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

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

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

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

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

notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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

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

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

If to "COUNTY":  
Sierra County Human Services  
P.O. Box 265  
Loyalton, CA 96118

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

If to "CONTRACTOR":  
Sierra County Child Abuse Council  
P.O. Box 1016  
Loyalton, CA 96118

# SIERRA COUNTY

## Business Associates Agreement

This Agreement is entered into this 1<sup>st</sup> day of July 2016 by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and Sierra County Child Abuse Council.(referred to herein as the "Business Associate")

### Recitals

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

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

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

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

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.
2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:
  - a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;
  - b. If necessary for the proper management and administration of Business Associate or to

carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
  - Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
  - Person agrees to notify Business Associate of any breaches of confidentiality;
- c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

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

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

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

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

8. Business Associate shall carry comprehensive general liability insurance.

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

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

- a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;
- b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

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

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

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

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

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

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

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

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

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

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

To County: County Of Sierra  
Department of Health and Human Services  
P.O. Box 1019  
Loyalton, CA 96118

To Contractor: Sierra County Child Abuse Council  
P.O. Box 1016  
Loyalton, CA 96118

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

“COUNTY”

“CONTRACTOR”

COUNTY OF SIERRA

\_\_\_\_\_  
Lee Adams, Chairman  
Sierra County Board of Supervisors

\_\_\_\_\_  
Tammy Muldoon, Director

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Heather Foster  
Clerk of the Board

\_\_\_\_\_  
David Prentice  
County Counsel

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

<b>MEETING DATE:</b> October 18, 2016	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Office of Emergency Services <b>APPROVING PARTY:</b> Tim H. Beals <b>PHONE NUMBER:</b> 530-289-3251
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**AGENDA ITEM:** Rescinding Resolution # 2016-025 and adopting replacement resolution to reflect amended expenditures for the Fiscal Year 2015 Homeland Security Grant.-

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

**BACKGROUND INFORMATION:** The Operational Area Emergency Council met on September 27, 2016 amending expenditures for the Fiscal Year 2015 Homeland Security Grant.

**FUNDING SOURCE:** SHSG 15  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:** N/A  
**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 AUTHORIZING  
EXPENDITURES UNDER THE  
FY 15 STATE HOMELAND SECURITY GRANT PROGRAM**

**RESOLUTION 2016-\_\_\_\_**

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

**WHEREAS**, the Operational Area Emergency Council met on September 27, 2016, and reviewed options for expenditures.

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

<b>Sierra County Fire Protection District #1 Harding Point Repeater</b>	<b>\$ 7,857.00</b>
<b>Sierra County Reverse 911-Code Red</b>	<b>\$ 7,500.00</b>
<b>Sierra County Sheriff Oregon Peak Repeater</b>	<b>\$ 20,000.00</b>
<b>Sierra County Office of Emergency Services Radios</b>	<b>\$ 36,057.00</b>
<b>Sheriff Office Automatic External Devices (6)</b>	<b>\$ 2,825.00</b>
<b>Management and Administration (OES)</b>	<b>\$ 3,907.00</b>
<b>Total Grant Funding</b>	<b>\$ 78,146.00</b>

**BE IT FURTHER RESOLVED** that the Auditor is hereby authorized to pay purchase orders upon presentation under the FY 15 Homeland Security Grant Program consistent with the resolution and is directed to make any required changes to the County budget accordingly.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 18th day of October, 2016

**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**



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

**IN THE MATTER OF AUTHORIZING  
EXPENDITURES UNDER THE  
CALRECYCLE CITY/COUNTY PAYMENT PROGRAM  
BEVERAGE RECYCLING AWARD  
FISCAL YEAR 2016/2017**

**RESOLUTION 2016-\_\_\_\_\_**

**WHEREAS**, the July 1, 2016 thru June 30, 2017 Fiscal Years CalRecycle City/County Payment Program was approved and awarded to Sierra County in the amount of \$15,000.00; and

**NOW THEREFORE, BE IT RESOLVED THAT** the Board of Supervisors hereby approves the following budget allocations (see attachment 1 and 2) under the 2016/2017 City/County Award:

1.	Beverage Container Collection Programs,	\$ 9,000.00
2.	Litter Clean-Up	\$ 500.00
3.	Advertising/Promotional	\$ 500.00
4.	Recycling Education	\$ 3,500.00
5.	Personnel	\$ 1,500.00

**FURTHERMORE, BE IT RESOLVED THAT** the Auditor is hereby authorized to pay purchase orders upon presentation under the CalRecycle City/County Award Program.

**BE IT FURTHER RESOLVED THAT** the Director of Public Works is authorized to exercise administrative authority and latitude to adjust these funds within the elements presented due to the routine nature of this particular award.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 18th day of October, 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

Recycling Award Payment Program 2015/2016	
Projected Expenditures	Total Expenditures
2016-2017 Fiscal Year for Sierra County	\$ 15,000.00
<b><u>Beverage Container Collection Programs</u></b>	
Curbside-Residential	
Curbside-Commercial	
Schools	
Equipment (possibly Bailer Supplies)	
Recycling Bins (Roll Offs)	
Supplies-Liners/Bags/Gloves, packing materials	
Storage containers	\$ 9,000.00
Other- Adopt A Park Garbage Removal	
<b>Subtotal</b>	<b>\$ 9,000.00</b>
<b><u>Litter Clean-Up</u></b>	
Public Parks/Recreational Areas	
Community Events	
Equipment/Supplies, packing materials	\$ 500.00
Other-	\$ -
<b>Subtotal</b>	<b>\$ 500.00</b>
<b><u>Advertising/Promotional</u></b>	
Print Ads/Flyers/Posters	\$ 500.00
Other	
<b>Subtotal</b>	<b>\$ 500.00</b>
<b><u>Recycling Education</u></b>	
Schools- Recycling materials	
Exhibits/Booths (County Fair)	\$ 500.00
Assemblies/Shows	\$ 3,000.00
<b>Subtotal</b>	<b>\$ 3,500.00</b>
<b><u>Personnel</u></b>	
Recycling Coordinator/Administration	\$ 1,000.00
Training/Conferences	\$ 500.00
Other	
<b>Subtotal</b>	<b>\$ 1,500.00</b>
<b>Subtotal</b>	<b>\$ -</b>
<b>Total Projected Expenditures</b>	<b>\$ 15,000.00</b>

STATE CONTROLLER  
COUNTY BUDGET ACT

ENTERPRISE FUND

SCHEDULE 11

COUNTY OF SIERRA  
STATE OF CALIFORNIA

FISCAL YEAR 2016-2017

Fund Title  
Activity  
Fund  
Budget Unit

**SOLID WASTE GRANT FUNDS**  
Sanitation  
**043 Solid Waste Enterprise**  
**043**  
**REC AWD 16-17**

OPERATION OF ENTERPRISE FUND

**FINANCING USES**  
**CLASSIFICATION**

(1)

**2016-2017**  
**RECOMMENDED**

(5)

**2016-2017**  
**ADOPTED**

(6)

**Financing Source by Revenue Category**

Licenses Permits & Franchises  
Fines, Forfeitures & Penalties  
Charges For Services  
Miscellaneous  
**Operating Revenues**

\$	15,000.00	\$	15,000.00
\$	15,000.00	\$	15,000.00

**Salaries & Employee Benefits**

5000 Regular Salaries  
5001 Extra Help  
5002 Overtime  
5007 Benefits

**Total Salaries & Benefits**

**Services & Supplies**

5165 Professional & Specialized	\$	3,500.00	\$	3,500.00
5501 Trainings	\$	1,000.00	\$	1,000.00
8957 Road Administration	\$	1,000.00	\$	1,000.00
5187 Special Department Expense	\$	500.00	\$	500.00

**Total Services & Supplies**

**Fixed Assets**

6228 Fixed Assets	\$	9,000.00	\$	9,000.00
<b>Total Fixed Assets</b>				

**BUDGET UNIT TOTAL**

<b>Net Operating Income</b>	\$	15,000.00		
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**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> October 18, 2016	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Board of Supervisors <b>APPROVING PARTY:</b> Lee Adams, Chair, District 1 <b>PHONE NUMBER:</b> 530-289-3295
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**AGENDA ITEM:** Discussion/direction regarding response to letter from District Ranger Quentin Youngblood pertaining to county costs incurred for drug enforcement activities on national forest system lands.

**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



United States  
Department of  
Agriculture

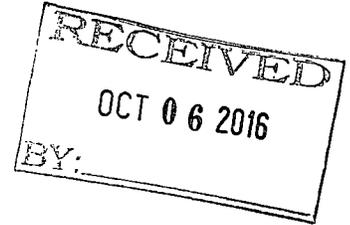
Forest  
Service

Tahoe National Forest  
Sierraville Ranger District

317 South Lincoln Street  
Sierraville, CA 96126  
530-994-3401  
TDD: 530-994-3521  
FAX: 530-994-3143

**File Code:** 1560  
**Date:** October 3, 2016

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



The purpose of this letter is in response to your correspondence dated September 6, 2016 regarding Sierra County's incurred costs aligned with marijuana eradication efforts as well as incarceration and prosecution of offenders. As you are aware, these eradication efforts occurred on National Forest System lands on the Tahoe and Humboldt-Toiyabe National Forests as well as private lands in the Yuba Pass area. The U.S. Forest Service is greatly appreciative of the assistance and leadership of the Sierra County Sheriff's office in these recent efforts to eradicate illegal marijuana cultivation sites on National Forest System lands. These efforts were a culmination of team efforts through the California Department of Fish and Wildlife, Bureau of Land Management, California National Guard, California Department of Justice, U.S. Forest Service as well as Sierra County. The team efforts resulted in the eradication of over 60,000 marijuana plants and the arrest of four undocumented foreign nationals.

As you are aware, at the conclusion of the operations, the Sierra County Sheriff's Office presented the case to the Sierra County District Attorney's Office. The Sierra County District Attorney filed a criminal complaint alleging violations of California Law. It is my understanding that all of the defendants pled guilty in Sierra County Superior Court last week.

In speaking with the Forest Service's, Law Enforcement & Investigations staff, I am certain that our officers and agents were in close contact with the Sierra County Sheriff's Office and the Sierra County District Attorney's Office during the location and eradication of the marijuana gardens, and prosecution of the individuals responsible. As you are aware, the cultivation of marijuana on public lands can be prosecuted under California or federal law. Generally speaking, the decision to pursue state or federal charges involves a myriad of considerations including the preferences of the local law enforcement agency and the local prosecutor. Having said that, the board's letter succinctly lays out the current financial state of the County of Sierra with respect to the lack of an in-county jail, and the additional burden on the County of Sierra as a result of California's prison realignment law. I am certain that these factors will be carefully considered by all parties in the future.

While I am also concerned with the expenses which Sierra County is incurring specific to incarceration and prosecution of the offenders for illegal activities of which largely occurred on National Forest System lands, there is no mechanism that I am aware under federal law for reimbursement to a county for the prosecution and housing of inmates convicted of violations of state law.



Notwithstanding, federal law does authorize the Forest Service to reimburse state and local law enforcement agencies for expenses related to the detection, eradication, and investigation of controlled substance violation on National Forest Lands. The Forest Service and the Sierra County Sheriff's Office entered into such an agreement for the first time in 2016. An area for future discussions with the County of Sierra and the Forest Service may focus on increasing the funding available under these cooperative agreements.

I look forward to our continued conversation regarding joint efforts in the eradication of illegal marijuana cultivation sites as well as continued opportunities for the U.S. Forest Service to support Sierra County. If you have any questions regarding the above, please feel free to contact me at (530) 994-3401.

Sincerely,

  
QUENTIN L YOUNGBLOOD  
District Ranger



# 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

September 28, 2016

The Sierra County Sheriff's Office has incurred the below listed costs associated with illegal marijuana grows on U.S.F.S. land within the boundaries of Sierra County, CA. The costs are associated with the housing, medical and transport of the following individuals: Calculated costs to 10/18/2016

**Diaz-Valencia**                    **In custody July 26, 2016 to October 18, 2016:**  
**84 days @ \$77.17 per day = \$6,482.28**  
Reference S.C.S.O. Case #'s **16-01168 & 16-01238**

**Sanchez-Radillo**                **In custody July 27, 2016 to October 18, 2016:**  
**83 days @ \$77.17 per day = \$6,405.11**  
Reference S.C.S.O. Case #16-01169

**Chavarin-Ramos**                **In custody July 28, 2016 to October 18, 2016:**  
**82 days @ \$77.17 per day = \$6,327.94**  
Reference S.C.S.O. Case #16-00847

**Lopez-Palomera**                **In custody July 28, 2016 to October 18, 2016:**  
**82 days @ \$77.17 per day = \$6,327.94**  
Reference S.C.S.O. Case #16-00847

## MEDICAL

**Diaz**                                **Yuba Docs Urgent Care Invoice #641 / Date: 07/26/2016**  
**Treat Dog Bite: Amount \$258.00**

**Sanchez**                            **Yuba Docs Urgent Care Invoice #649 / Date 07/27/2016**  
**Treat Dog Bite: Amount \$827.00**

## DEPUTY TRANSPORT

(Two trips to Nev Co. Jail each day)

08/03/2016: 4hr transport time X2 Transport Deputies @ \$69.82 hr (inc. benefits) - \$558.56  
08/12/2016: 4hr transport time X2 Transport Deputies @ \$69.82 hr (inc. benefits) - \$558.56  
08/26/2016: 4hr transport time X2 Transport Deputies @ \$69.82 hr (inc. benefits) - \$558.56  
09/20/2016: 4hr transport time X2 Transport Deputies @ \$69.82 hr (inc. benefits) - \$558.56  
10/18/2016: 4hr transport time X2 Transport Deputies @ \$69.82 hr (inc. benefits) - \$558.56

## VEHICLE COSTS

(Two vehicles, two trips to Nev Co. Jail each day)

08/03/2016: 166.8 miles X2 @ .54 cents per mile = \$180.14  
08/12/2016: 166.8 miles X2 @ .54 cents per mile = \$180.14  
08/26/2016: 166.8 miles X2 @ .54 cents per mile = \$180.14  
09/20/2016: 166.8 miles X2 @ .54 cents per mile = \$180.14  
10/18/2016: 166.8 miles X2 @ .54 cents per mile = \$180.14

HOUSING = \$25,543.27                    MEDICAL = \$1,085.00

DEPUTY TRANSPORT = \$2,792.80            VEH COSTS \$900.70

**TOTAL = \$30,321.77**



# SIERRA COUNTY

Board of Supervisors  
P.O. Drawer D  
Downieville, California 95936  
Telephone (530) 289-3295  
Fax (530) 289-2830



18 October 2016

Mr. Scott McFarland  
Chief Executive Officer  
Western Sierra Medical Clinic  
844 Old Tunnel Road  
Grass Valley, CA 95945

Re: Support for Western Sierra Health Clinic's Section 330(e)  
Service Area Competition Application (HRSA-17-054)

Dear Mr. McFarland:

Please allow this letter as support to Western Sierra Medical Clinic, Inc. (WSMC) as you continue to provide health care services to residents of rural Sierra, Nevada, Placer and Yuba counties in northeastern California. We also support your continuation funding from the Health Resources and Services Administration, Community Health Center program.

WSMC currently operates four health clinics, and a mobile clinic, which provide primary health care to the medically underserved rural and frontier areas of northeastern California and is a vital safety-net provider.

Implementation of the Affordable Care Act, including expanded Medicaid (Medi-Cal) and the Health Insurance Exchange (Covered California) have greatly challenged the health care providers in our rural communities. Ongoing financial support provided to WSMC through the Service Area Competition grant, HRSA-17-054, will assist in securing health care for the region's most vulnerable residents.

**We urge HRSA to consider, within the context of this grant, a Pilot Project for an Integrated Primary, Urgent and Emergency Care Model, in this frontier area of western Sierra County, as outlined in the HRSA National Advisory Committee on Rural Health and Human Services Policy Brief, July 2016, on Alternative Models for Preserving Access to Emergency Care, MedPAC Option 2.**

Sincerely,

SIERRA COUNTY  
BOARD OF SUPERVISORS

BY:

LEE ADAMS  
Chair

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

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

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

Jim Beard  
District No. 4  
P.O. Box 1040  
Loyalton, CA 96118

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





SIERRA COUNTY BOARD OF SUPERVISORS

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD OR COMMISSION

PLEASE PRINT OR TYPE

APPLICATION FOR MEMBERSHIP ON:

Mental Health Advisory Board

FILING DEADLINE (AS LISTED ON VACANCY LISTING):

NAME: Jason W. Purvis

RESIDENCE ADDRESS: 55 court lane

MAILING ADDRESS: P.O. Box 920

PHONE NUMBERS: HOME: 993 4090 BUSINESS:

IN WHICH SUPERVISORIAL DISTRICT DO YOU RESIDE?

TIMES YOU ARE AVAILABLE FOR MEETINGS? DAYS: Tue Wed Thu Fri TIMES: open

EMPLOYMENT EXPERIENCE: 3 years at Sierra Co. 5 years salvation Army, Volunteered for 4 yrs at St. Vincent De Paul

ORGANIZATION AND COMMUNITY EXPERIENCE: St. Vincent De paul. Various Duties involved in the community of Roseville

OTHER EXPERIENCE WHICH YOU FEEL WOULD BE HELPFUL TO BRING TO THE ATTENTION OF BOARD MEMBERS IN MAKING THIS APPOINTMENT: I have received services from Sierra Co, and I want to pay it forward.

EDUCATION (INCLUDE HIGH SCHOOL, COLLEGE AND/OR UNIVERSITY, AND GRADUATE STUDY):

High school Grad w/ little Vocational Training

WHY WOULD YOU LIKE TO BE APPOINTED?: I feel I can help people with an impartial opinion. Want to be a bigger part of my community.

A RESUME CONTAINING OTHER PERTINENT INFORMATION ABOUT YOURSELF WOULD BE HELPFUL TO THE BOARD MEMBERS IN EVALUATING YOUR APPLICATIONS

DATE: 10-7-2016

SIGNATURE: J.W. Purvis

APPLICATION MUST BE FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS PO DRAWER D, DOWNIEVILLE, CA 95936

MEMBERS OF THIS ADVISORY BOARD OR COMMISSION ARE:

[ ] REQUIRED [ ] ARE NOT REQUIRED to file a Statement of Economic Interests with the County Clerk. If you should have any questions as to what this might involve, please call the County Clerk at (530) 289-3295.

Committee Name	Member Name	Position	Term Expiration Date	Term Expiration Year
Mental Health Board	BEARD, JAMES	BOS ALTERNATE	N/A	N/A
Mental Health Board	ERVIN, DAVID	MEMBER	4/30/2018	2018
Mental Health Board	KINKEAD, REBECCA	MEMBER	4/30/2018	2018
Mental Health Board	MARSH, LAURIE	CONTACT PERSON	N/A	N/A
Mental Health Board	SCHLEFSTEIN, SCOTT A	BOS REPRESENTATIVE	N/A	N/A
Mental Health Board	VACANT	MEMBER	4/30/2017	2017
Mental Health Board	WRIGHT, SARA	MEMBER	4/30/2017	2017

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

<b>MEETING DATE:</b> October 18, 2016	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input checked="" type="checkbox"/> Timed <input type="checkbox"/> Consent
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**DEPARTMENT:** Board of Supervisors  
**APPROVING PARTY:** Heather Foster, Clerk of the Board  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Continued appeal of Notice to Abate Unlawful Marijuana Cultivation filed by Sarah J. Lang (Grew) and Tristan Grew, Property Owners and Jennifer L. Lahm and Ryan J. Romero, Property Occupants, APN 006-130-027-00.

**SUPPORTIVE DOCUMENTS ATTACHED:** Memo Resolution Agreement Other  
Notice to Abate, Notice of Appeal, Clerk Correspondence, Sierra County Code Section 8.01.80 and Ordinance 1055

**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



**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): SARAH J. LANG(GREW) + TRISTAN W. GREW

Property Occupant(s): JENNIFER L. LAHM / RYAN J. ROMERO

Property Address: 21 RANCH CT, PIKE CITY, CA.

Sierra County Assessor Parcel Number (APN#): 006-130-027-0

On 9-9-2016 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: ABATE ALL MARIJUANA FROM PROPERTY DUE TO NO LAWFUL DWELLING. PROVIDE NOTARIZED LETTER WITH AUTHORIZED PERSONS ALLOWED TO CULTIVATE ON PROPERTY.

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. M FISHER #4620 DATE OF SERVICE 9-9-2016 (US MAIL)



**Law Office of Charnel James**  
*A New Dawn in Legal Representation*

**Charnel James, Esq**

September 19, 2016

Board of Supervisor  
County of Sierra  
State of California  
Attn: Clerk of the Board  
100 Courthouse Square  
Downieville, CA 95936

**FILED**

**SIERRA COUNTY CLERK**

**SEP 19 2016**

BY:  **HEATHER FOSTER**  
DEPUTY

**RE: NOTICE TO ABATE UNLAWFUL MARIJUANA CULTIVATION  
PURSUANT TO SIERRA COUNTY ORDINANCE 1055 section 8.01.050  
Property Owner: Sarah J. Lang (Grew) and Tristen W. Grew  
Property Occupants: Jennifer L. Lahm and Ryan J. Romero  
Property Address: 21 Ranch Ct. Pike City, CA  
Sierra County Parcel No.: 006-130-0270**

Dear Sirs,

I have been retained to represent a person of interest in this matter related to the use of the property located on **21 Ranch Ct. Pike City, CA (APN: 006-130-0270)**. This will act as the official request for an appeal of this citation. In that citation the following violations were cited:

- 1. No lawful dwelling on the property.**
- 2. No notarized letter from the legal property owner authorizing tenant(s) to cultivate marijuana on file.**

I will be representing both the tenant and the owner of the property at that hearing and would appreciate being added to the mailing list for when that will take place, and to receive a copy of the staff report once it is complete.

Providing the date and time of the administrative hearing will allow us sufficient time to prepare our response to the allegations that my client is out of compliance with the code and/or if it is a nuisance.

Sincerely,

  
Charnel James  
Attorney at Law

117 C Street  
Marysville, CA 95901  
cjames@charneljameslaw.com

main 530-923-4678  
fax 530-634-9957

**NOTICE OF APPEAL**  
Sierra County Code Section 8.01.080

**FILED**  
SIERRA COUNTY CLERK

SEP 19 2016

HEATHER FOSTER  
BY: [Signature] DEPUTY

Appeal Hearing Body: Sierra County Board of Supervisors  
P.O. Drawer D  
Downieville, CA 95936

In the matter of the appeal of: Sarah J. Lang, Tristan Gray, Seunika Lahn, + Ryan Romero

1. Date Notice to Abate Unlawful Marijuana Cultivation served: 9/9/16

2. Specific reasons conditions should not be abated:  
\* Duelling is lawful with permits  
\* Tenant has authorization to cultivate marijuana.  
\* Good Cause - cultivating for various patients unable to cultivate for themselves

3. Supporting facts for appeal:  
\* Tenant has authorization to cultivate marijuana  
\* Duelling has permits processing  
\* More information to follow prior to hearing.

A separate sheet may be attached if more space is needed to complete items 2 and 3 above.

CHARNEE JAMES (Attorney for all)

By: [Signature]  
Signature

BOBBY C. Walker  
Print or type name

9/19/16  
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

# SIERRA COUNTY

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



Heather Foster  
Clerk-Recorder

September 21, 2016

Charnel James  
Attorney at Law  
Law Office of Charnel James  
117 C Street  
Marysville, CA 95901

RE: Appeal of Notice to Abate Unlawful Marijuana Cultivation – APN 006-130-027-0

Dear Ms. James,

The appeal of the Notice to Abate Unlawful Marijuana Cultivation you filed on behalf of Sarah J. Lang (Grew) and Tristan W. Grew, Property Owners and Jennifer L. Lahm and Ryan J. Romero, Property Occupants - APN 006-130-027-0, will be held on **Tuesday, October 4, 2016 at 11:00 a.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 September 28, 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: Sarah J. Lang (Grew) and Tristen Grew  
Jennifer L. Lahm and Ryan J. Romero  
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 21, 2016, I served the following document(s)

**NOTICE OF APPEAL HEARING**

for Sarah J. Lang (Grew) and Tristan Grew, Property Owners and Jennifer L. Lahm and Ryan J. Romero, Property Occupants – APN 006-130-027-0

In said cause, on the following interested parties:

Charnel James  
Attorney at Law  
Law Office of Charnel James  
117 C Street  
Marysville, CA 95901

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.

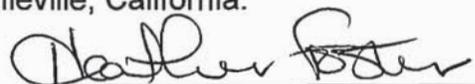
**BY PERSONAL SERVICE:** I hand-delivered each such envelope to the address(es) listed on this date.

**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 21, 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 21, 2016, I served the following document(s)

**NOTICE OF APPEAL HEARING**

for Sarah J. Lang (Grew) and Tristan Grew, Property Owners and Jennifer L. Lahm and Ryan J. Romero, Property Occupants – APN 006-130-027-0

In said cause, on the following interested parties:

Jennifer L. Lahm and Ryan J. Romero  
21 Ranch Ct.  
Pike, CA 95960

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.

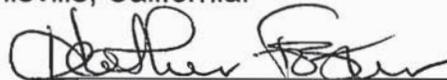
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**BY COURIER/MESSENGER SERVICE (Hand Delivery):** I caused each such envelope to be delivered by hand to the address(es) listed above on this date.

**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 21, 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 21, 2016, I served the following document(s)

**NOTICE OF APPEAL HEARING**

for Sarah J. Lang (Grew) and Tristan Grew, Property Owners and Jennifer L. Lahm and Ryan J. Romero, Property Occupants – APN 006-130-027-0

In said cause, on the following interested parties:

Sarah J. Lang (Grew) and Tristan Grew  
P.O. Box 876  
North San Juan, CA 95960

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.

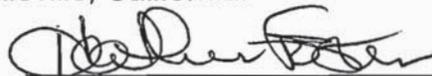
**BY PERSONAL SERVICE:** I hand-delivered each such envelope to the address(es) listed on this date.

**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 21, 2016 at Downieville, California.



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

### **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)

**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



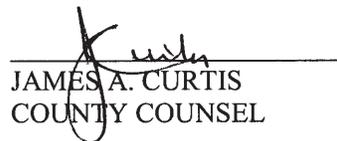
PAUL ROEN, CHAIR  
BOARD OF SUPERVISORS

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> October 18, 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:** 530-289-3295

**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

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

<b>MEETING DATE:</b> October 18, 2016	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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<b>DEPARTMENT:</b> County Counsel <b>APPROVING PARTY:</b> David Prentice <b>PHONE NUMBER:</b> 559-500-1600
--

**AGENDA ITEM:** Closed Session pursuant to Government Code Section 54957 to consider employee discipline/dismissal/release.

**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'  
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<b>MEETING DATE:</b> October 18, 2016	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
--	---

<b>DEPARTMENT:</b> Sheriff <b>APPROVING PARTY:</b> Tim Standley <b>PHONE NUMBER:</b> 289-3700
---

**AGENDA ITEM:** Adoption of Resolution to Authorizing the Auditor to make changes to the 2015/16 Final budget for the Sheriff's fixed asset purchase

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

**BACKGROUND INFORMATION:** Two Sheriff's vehicles where approved by the CCP and the Board in the 2015/16 budget that did not get purchased in 2015/16 and where not rolled over in to the 2016/17 budget. This resolution corrects that.

**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 SIERRA COUNTY  
AUDITOR TO MAKE CERTAIN CHANGES TO THE  
2016/17 FINAL BUDGET FOR THE SHERIFF'S BUDGET**

**RESOLUTION NO. 16-**

**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 adjust the 2016/17 Final Budget transfers for the below noted funds:

Appropriations:

0015450	increase	Transfers in General Fund	\$ 107,000
0015450	increase	Capital Asset Vehicle	\$ 107,000
8130000	increase	Transfer out Community Corrections Startup	\$ 107,000

**NOW THEREFORE BE IT RESOLVED**, the Board hereby specifically authorizes the Auditor to make the above budget adjustments.

**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 18<sup>th</sup> day of October, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

\_\_\_\_\_  
LEE ADAMS, CHAIRPERSON  
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> October 18, 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:** Health & Human Services  
**APPROVING PARTY:** Darden Bynum, Director  
**PHONE NUMBER:** (530) 993-6700

**AGENDA ITEM:** Request for convening of Health and Social Services Committee meeting regarding Social Services and Facilities Management.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other  
Loyalton Landfill Site Maps

**BACKGROUND INFORMATION:**

**FUNDING SOURCE:**  
**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
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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:**  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



Darden Bynum, LCSW  
Director

**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

**Memorandum**

**To:** Sierra County Board of Supervisors

**From:** Darden Bynum, LCSW, Director, Health & Human Services

**Reference:** Agenda items

**Date of memo:** 10.11.16

**Date of Board Meeting:** 10.18.16

**Regarding:** Request for convening of Health and Social Services Committee meeting.

**Executive summary:** This memo accompanies request for direction from the board regarding both Social Services as well as site and facilities management.

**Background information:** The request for Social Services is in respect to how we are drawing down allocations for state and federal monies to meet the needs of the children and families in Sierra County.

The request for direction regarding site and facilities management is in part due to the City of Loyalton wanting to exercise his option to acquire the building that is on the land owned by the City at 202 Front Street.

Garbage Pit Road

Access Parcel  
(2.48 ac)

Proposed Disposal Facility/  
Compliance Boundary (64.45 acres)



0 400  
Feet

Access Parcel  
Included Area  
(0.69 ac)

City of Santa Clara  
Land Acquisition  
(49.06 ac)

Landfill  
Footprint

10.5 ac

Northern Parcel  
27.58 ac

0.02 ac

Southern Parcel  
48.42 ac

0.4 ac

Included Area  
36.18 ac

Excluded Area  
12.88 ac

Landfill Property  
APN 016-090-038  
(78.48 ac)

Base Aerial Mapping: ESRI 2015

FIGURE 3 - SITE MAP



**AVALEX INC.**

Civil Engineering and Environmental Services  
P.O. Box 550218 South Lake Tahoe, CA 96155  
Phone (530) 543-3200 www.avaalex.info

LANDFILL GAS MONITORING AND CONTROL PLAN

LOYALTON LANDFILL, SIERRA COUNTY, CALIFORNIA

97-005.56

2-5-2016

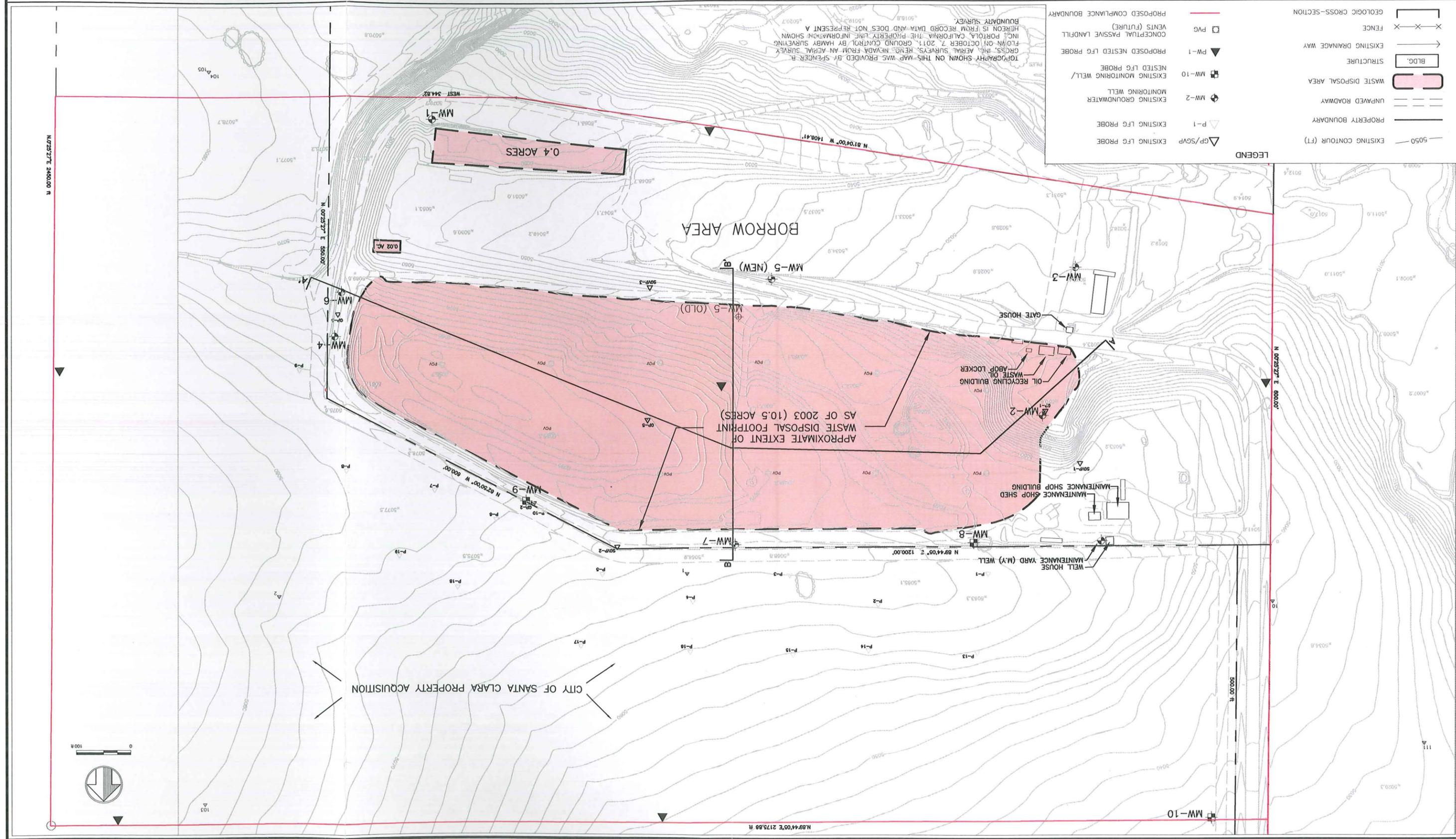
ITL

Figure 3.mxd

**FIGURE 4 - SITE PLAN**  
 LANDFILL GAS MONITORING AND CONTROL PLAN  
 LOYALTON LANDFILL  
 SIERRA COUNTY, CALIFORNIA

**AVALEX INC.**  
 Civil Engineering and Environmental Services  
 P.O. Box 550218, South Lake Tahoe, CA 96155  
 Phone (530) 543-3200  
 www.avaxlex.info

97-005.56 02-01-2016 TTL FIGURE 4.DWG

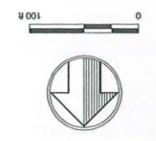


**LEGEND**

— 5050 —	EXISTING CONTOUR (FT)
— — — —	PROPERTY BOUNDARY
— · — · —	UNPAVED ROADWAY
■	WASTE DISPOSAL AREA
▭	STRUCTURE
→	EXISTING DRAINAGE WAY
— X — X —	FENCE
—	GEOLOGIC CROSS-SECTION
△/SGVP	EXISTING LFG PROBE
▽	EXISTING LFG PROBE
△	EXISTING LFG PROBE
○	EXISTING GROUNDWATER MONITORING WELL
⊕	MW-2
⊕	MW-10
⊕	NESTED LFG PROBE
⊕	EXISTING MONITORING WELL
⊕	PROPOSED NESTED LFG PROBE
▽	PW-1
□	PVG
—	PROPOSED COMPLIANCE BOUNDARY

TOPOGRAPHY SHOWN ON THIS MAP WAS PROVIDED BY SPENCER B. GROSS, INC. AERIAL SURVEYS, REANO, NEVADA FROM AN AERIAL SURVEY CONDUCTED ON OCTOBER 7, 2017. GROUND CONTROL BY HAMBY SURVEYING INC., PORTOLA, CALIFORNIA. THE PROPERTY LINE INFORMATION SHOWN HEREON IS FROM RECORD DATA AND DOES NOT REPRESENT A BOUNDARY SURVEY.

CITY OF SANTA CLARA PROPERTY ACQUISITION



## Michelle Burr

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**From:** Michelle Burr  
**Sent:** Wednesday, October 12, 2016 2:03 PM  
**To:** Michelle Burr  
**Subject:** FW: Recap of Loyalton Sierra County DHHS Meeting++CH&D's (Alan's Write for NC use)

**From:** Neal Cordeiro <[neal.c@descorbuilders.com](mailto:neal.c@descorbuilders.com)>  
**Subject:** Fwd: Recap of Loyalton Sierra County DHHS Meeting++CH&D's (Alan's Write for NC use)  
**Date:** September 29, 2016 at 7:28:25 PM PDT  
**To:** Darden Bynum <[darden.bynum@sierracounty.ca.gov](mailto:darden.bynum@sierracounty.ca.gov)>  
**Cc:** Alan Hom <[ahom@chdarchitects.com](mailto:ahom@chdarchitects.com)>, Loangle Newsome <[loangle@chdarchitects.com](mailto:loangle@chdarchitects.com)>, Brad Des Jardin <[brad.d@descorbuilders.com](mailto:brad.d@descorbuilders.com)>

Hi Darden,  
Please see below for a detailed recap and a list of recommended action items for moving forward.  
Please review so we can discuss and approximate a timeline for the items below.  
We look forward to working with you on this project.  
NC

Neal Cordeiro  
**DesCor Builders**  
*"Bridging the Gap Between Concept and Reality"*  
(916) 463-0191 Phone  
(916) 463-0195 Fax  
(916) 628-7759 Cell  
[www.descorbuilders.com](http://www.descorbuilders.com)

----- Forwarded message -----

**From:** Alan C Hom <[ahom@chdarchitects.com](mailto:ahom@chdarchitects.com)>  
**Date:** Thu, Sep 29, 2016 at 1:40 PM  
**Subject:** Recap of Loyalton Sierra County DHHS Meeting++CH&D's (Alan's Write for NC use)  
**To:** Neal Cordeiro <[neal.c@descorbuilders.com](mailto:neal.c@descorbuilders.com)>  
**Cc:** Loangle Newsome <[loangle@chdarchitects.com](mailto:loangle@chdarchitects.com)>, Jill Haw <[jhaw@chdarchitects.com](mailto:jhaw@chdarchitects.com)>

**Neal: here is my write up for your use in BLUE below:**

**Good morning Darden:** thank you meeting with us last week Wednesday and for this opportunity to become part of the Sierra County DHHS family.

The site tour was very informative.

The process to deliver a successful project is something the DesCor/CH&D Architects team can do and would be very happy to explore with you and your team.

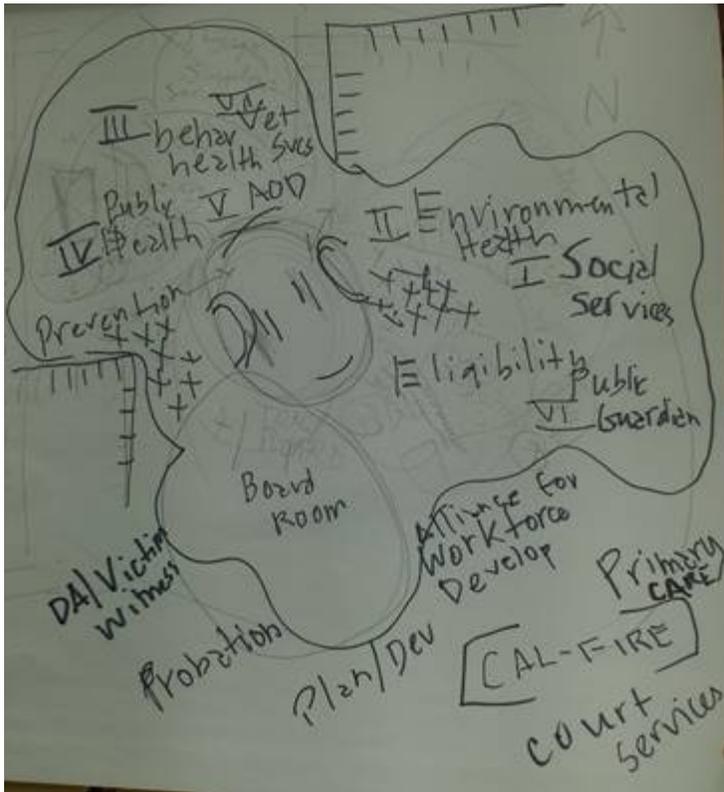
It is our opinion the challenging component is the 'political' aspects of the assignment (go figure w/ this being our presidential election year)

As we discussed the **1st course of action** to determine the following:

1. What different DHHS department will be included within this consolidation

We know of the following DHHS department (which receive funding thru State and Fed reimbursement dollars):

- a. Social Services
- b. Environmental Health
- c. Behavioral Health
- d. Public Health
- e. AOD (not sure what this is?)
- f. Eligibility ?



2. What other 'partner' county agencies that may want to co-locate w/ DHHS (pay rent to DHHS)
3. What other 'partner' governmental agencies that may want to co-locate w/ DHHS (pay rent to DHHS)
4. What other 'partner' private 'public / community services' entities that may want to co-locate w/ DHHS (pay rent to DHHS) ie such as NoRECT.

The suggested **second action item** would be to meet with all partners (combined in one meeting) to determine the global goals of the each partner.

The suggested **third action item** would be facilitate a series user group interviews to determine (but not limited to):

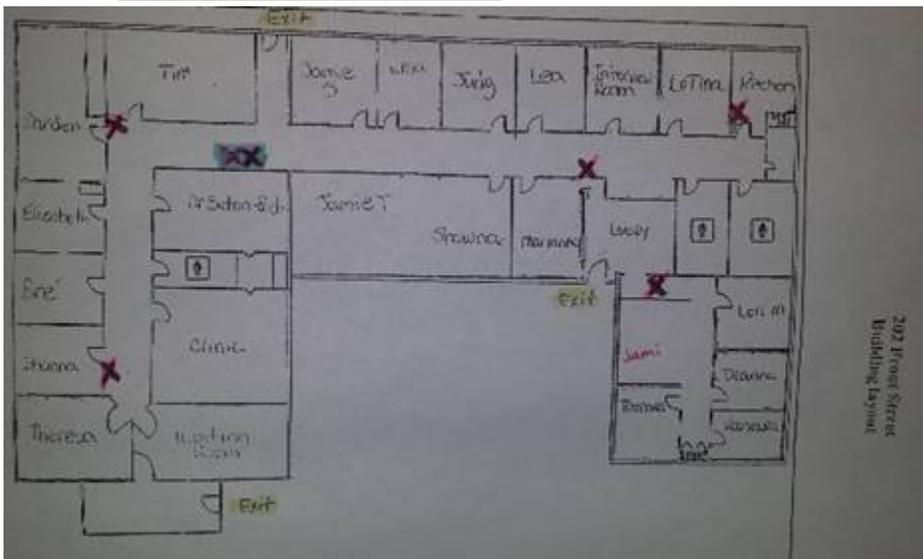
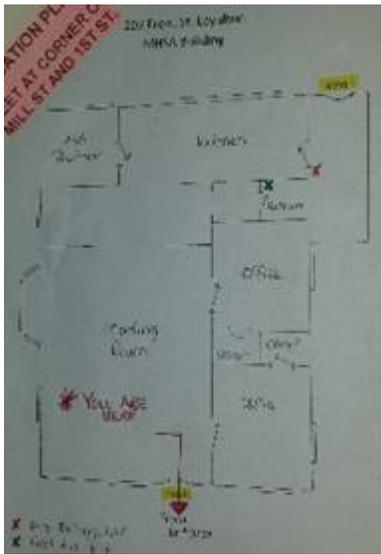
1. Current staffing levels

2. Who gets private offices verses open office environments (we would make suggestions based upon how the user groups wants to deliver services)
3. Determine standard square footages for the assignment task assignments of staff (we would make suggestions based upon how the user groups wants to deliver services)Future / project staffing levels
4. Special use requirements (public counter, self-help counter/kiosk, secured interview rooms, secured file storage, etal)
5. Required adjacencies
6. Security requirements
7. Storage requirements
8. AV and Communications requirements

The suggested **4th action item** would be document the findings from the user group interviews and present to the executive group, edit as needed and publish the program requirements. This “book” would be the development “guide book” to the future construction of DHHS’ (plus partners) new home.....whether it would be new ground up or a renovation.

Concurrent with the efforts described above, a real estate function may be conducted which may include:

1. Site search of possible locations (we know of “the suggested” project site if it is a new ground up)
2. Site evaluations of the existing site 90ie the ability of existing sites to be renovated, expanded and real estate value (Capital expense for the County as the County would be the ‘landlord” for DHHS and their partner user groups).



3. Preliminary investigation on how a real estate deal make be assembled, possible rents and funding sources.

4. Determine **local political will** to undertake such an endeavor.



Alan C. Hom, AIA

President

**Calpo Hom and Dong ARCHITECTS, Inc.**

[916.446.7741](tel:916.446.7741) x 102 (direct)

[916.769.1648](tel:916.769.1648) (cell)

[www.chdarchitects.com](http://www.chdarchitects.com)

---

From: Alan C Hom

Sent: Wednesday, September 28, 2016 2:13 PM

To: 'Neal Cordeiro'

Subject: RE: Recap of Loyalton Meeting

YES NC I am tardy...I have a few things / fires today...but will jump on tomorrow. Tx's A

Alan C. Hom, AIA

President

**Calpo Hom and Dong ARCHITECTS, Inc.**

[916.446.7741](tel:916.446.7741) x 102 (direct)

[916.769.1648](tel:916.769.1648) (cell)

[www.chdarchitects.com](http://www.chdarchitects.com)

From: Neal Cordeiro [<mailto:neal.c@descorbuilders.com>]

Sent: Wednesday, September 28, 2016 1:29 PM

To: Alan C Hom

Subject: Recap of Loyalton Meeting

Hi Alan,

Just a reminder that this is an outstanding action item.

Thank you.

NC

Neal Cordeiro

**DesCor Builders**

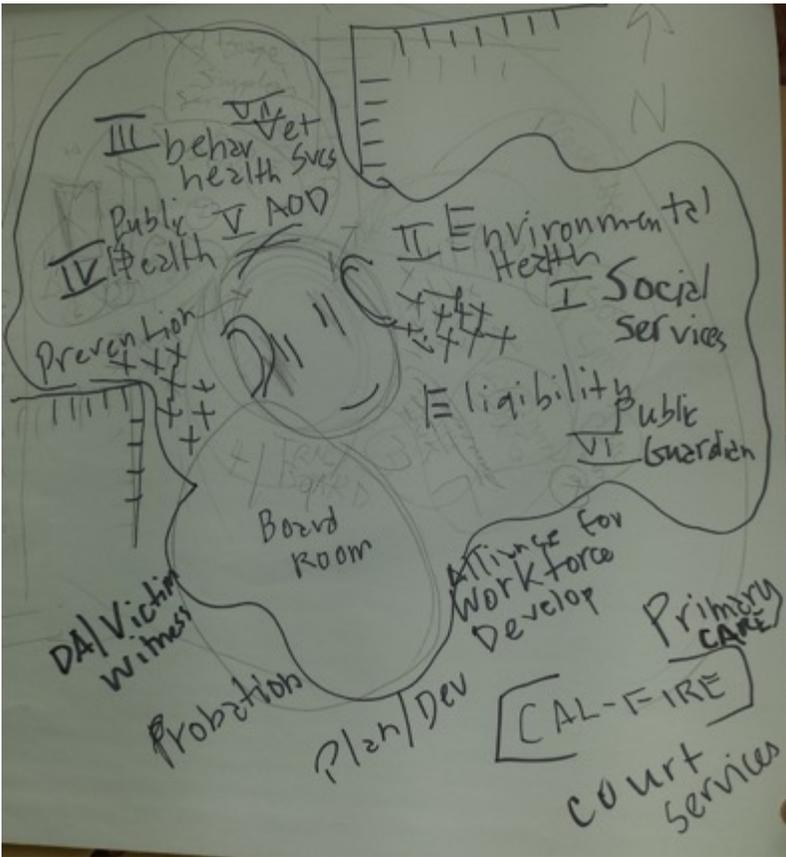
*"Bridging the Gap Between Concept and Reality"*

[916\) 463-0191](tel:916.463.0191) Phone

[916\) 463-0195](tel:916.463.0195) Fax

[916\) 628-7759](tel:916.628.7759) Cell

[www.descorbuilders.com](http://www.descorbuilders.com)



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

<b>MEETING DATE:</b> October 18, 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:** Health & Human Services  
**APPROVING PARTY:** Darden Bynum, Director  
**PHONE NUMBER:** (530) 993-6700

**AGENDA ITEM:** Approval of Professional Services Agreement between Crestwood Behavioral Health, inc. and County of Sierra and rescinding agreement 2016-103 due to name changes in the agreement.

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

**BACKGROUND INFORMATION:** Crestwood Behavioral Health, Inc is a 28 bed adult residential facility licenses by the California Department of Social Services Division that serves clients who are between the ages of 18-59.

**FUNDING SOURCE:** 0515670  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:** 5671  
**AMOUNT:** \$86,680.00 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



Darden Bynum, LCSW  
Director

**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

**Memorandum**

**To:** Sierra County Board of Supervisors

**From:** Darden Bynum, Director, Health & Human Services

**Reference:** Agenda items

**Date of memo:** 10.11.16

**Date of Board Meeting:** 10.18.16

**Regarding:** Board of Supervisor approval of residential treatment provider Crestwood Behavioral Health, Inc. and rescinding agreement 2016-103 due to name changes in the agreement.

**Executive summary:** This memo is to request approval of contract services for Sierra County residents who require out-of-home treatment programs.

**Background information:** People with serious and persistent mental illness require specialized treatment facilities. This treatment facility is an approved state contractor to provide room, board, medication management and an array of service-coordination duties. These duties may include but are not limited to: assisting with ADLs (activities of daily living), navigating health care systems, medication management, rehabilitation training, etc.

**Fiscal Impact:** No county general funds are used in this contract.

**Recommendation:** The Sierra County H&HS Director is recommending that the Board of Supervisors approve this contract.

**AGREEMENT FOR  
PROFESSIONAL ADULT RESIDENTIAL  
CARE SERVICES**

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

CRESTWOOD BEHAVIORAL HEALTH, INC.  
"CONTRACTOR"

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

**OPERATIVE PROVISIONS**

**1. SERVICES.**

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

**2. TERM.**

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

**3. PAYMENT.**

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

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

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

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

The Director of Human Services or his/her Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. George Lytal, President and CEO or his Designee of CRESTWOOD BEHAVIORAL HEALTH, INC. is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

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

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

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

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

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By \_\_\_\_\_  
LEE ADAMS  
Chairman, Board of Supervisors

\_\_\_\_\_  
GEORGE LYTAL  
President and CEO  
Crestwood Behavioral Health, Inc.

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
Clerk of the Board

\_\_\_\_\_  
DAVID PRENTICE  
County Counsel

## ATTACHMENT A

### A.1 SCOPE OF SERVICES AND DUTIES.

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

Crestwood American Residential Services is a 28 bed Adult Residential Facility licensed by the California Department of Social Services Division that serves clients who are between the ages of 18-59. Crestwood American River is staffed by mental healthcare paraprofessionals and professionals 24 hours a day, in compliance with state regulations.

#### **BASIC SERVICES**

- Assist client in identifying their needs and areas of improvement they would like to work on to move to a lower-level of care or independent living.
- Engage clients to develop a Wellness Recovery Action Plan (WRAP) that is meaningful to them and has attainable goals.
- Provide empowerment and assist each client to build strengths and become self-reliant.
- Provide opportunities to clients to have meaningful roles within the program and outside in the community; that may include peer education, and support, as well as pre-vocations experience and academic education.
- Meet each client where they are at in their recovery process and support the learning of independent living skills.
- Connection of client to family, friends, community resources and other supports within the community.
- Provide opportunities to client to have meaningful roles within the program and outside in the community; that may include peer education, and support, as well as pre-vocational experience and academic education.
- Meet each client where they are at in their recovery process and support the learning of independent skills
- Connection of clients to family, friends, community resources and other supports within the community.
- Provide a structure of support, education and commitment to allow clients to modify and manage their symptoms and behaviors.

### A.2. TIME SERVICES RENDERED.

During the Contract period.

### A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

### A.4. FACILITIES FURNISHED BY COUNTY.

None

**ATTACHMENT B  
PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee as follows:

**Daily Rate for long-term residential services** \$116.00 County augmented rate per day per client

CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within forty five (45) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$84,680.00.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

**B.2 MILEAGE.** N/A

**B.3 TRAVEL COSTS.** N/A

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

**B.5 SPECIAL CIRCUMSTANCES.** Additional costs may be incurred up to a maximum of \$2,000.00 with approval of the designated COUNTY Representative for this Agreement.

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

B.1	Base Contract Fee	\$ 84,680.00
B.2	Mileage	N/A
B.3	Travel Costs	N/A
B.4	Authorization Required	----
B.5	Special Circumstances	<u>\$ 2,000.00</u>
	<b>MAXIMUM CONTRACT AMOUNT</b>	<b>\$ 86,680.00</b>

**ATTACHMENT C**  
**ADDITIONAL PROVISIONS**

[NONE]

**ATTACHMENT D  
GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**D.5 INSURANCE.**

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

**D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than Three Million Dollars (\$3,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

**D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

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

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

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

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

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

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

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

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

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

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

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

**D.6 INDEMNITY.** Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its employees occurring in the performance of this Agreement, an if either party becomes liable of omissions of its employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend and save harmless the other party, its officers, agents, and employees from any and all claims and losses proximately caused by the party's solely negligent or wrongful acts or omissions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**D.34 CONFLICT OF INTEREST.**

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

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

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

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

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

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

**D.37 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR

pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

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

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

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

If to "CONTRACTOR":  
  
Crestwood Behavioral Health, Inc.  
4741 Engle Road  
Carmichael, CA 956008

Crestwood Behavioral Health, Inc.  
4741 Engle Road  
Carmichael, CA 95608

County of Sierra  
Mental Health Department  
Post Office Box 265  
Loyalton, California 96118

STATEMENT OF ACCOUNT FOR MONTH OF: \_\_\_\_\_  
\_\_\_\_\_

TOTAL CURRENT CHARGES:

<u>Date</u>	<u>Description of Service</u>	<u>Hrs</u>	<u>Rate</u>	<u>Total</u>
-------------	-------------------------------	------------	-------------	--------------

Total \$ \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

Attachment E

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

<b>MEETING DATE:</b> October 18, 2016	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
--	---

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

**AGENDA ITEM:** Agreement for Indemnification and Reimbursement for Extraordinary Costs for Heather and Matt Fraser, Applicants and Landowners: Consideration of a Conditional Use Permit to allow the occupancy of a travel trailer during building of a single family residence. The project site, identified as APN 013-110-145 is located at Parcel 2 of the Frank Amodei Subdivision, Sierraville, Ca.

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

**BACKGROUND INFORMATION:**

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

<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
---	---	---

**COMMENTS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**AGREEMENT FOR INDEMNIFICATION AND  
REIMBURSEMENT FOR EXTRAORDINARY COSTS**  
("The Agreement")

SHADED AREAS FOR OFFICE USE ONLY

HEATHER SILL-FRASER ("APPLICANT") and HEATHER SILL-FRASER  
("LANDOWNER"), collectively referred to as "the APPLICANT" have applied to the County of Sierra, a  
political subdivision of the State of California, Sierra ("the County") for:  
SPECIAL USE PERMIT  
("the Project")  
(APN) 013-110-145.

**TERMS AND CONDITIONS**

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

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

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

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

This Agreement is entered into as of \_\_\_\_\_, 2016.

**APPLICANT**

Heather Sill-Fraser Matt Fraser

(Signature)

HEATHER SILL-FRASER  
(Type or print name)

**COUNTY**

\_\_\_\_\_  
Lee Adams, Chairman  
Sierra County Board of Supervisors

**APPROVED AS TO FORM:**

**LANDOWNER**

Heather Sill-Fraser Matt Fraser

(Signature)

\_\_\_\_\_  
Christen Curtis  
County Counsel

**ATTEST:**

HEATHER SILL-FRASER  
(Type or print name)

MATT FRASER

\_\_\_\_\_  
Heather Foster  
Clerk of the Board

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

**A.1 BACKGROUND**

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

- A.1.1 Incomplete or inaccurate information provided by an APPLICANT;
- A.1.2 A change in an application by means of an amendment, correction or otherwise;
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- A.1.4 Submission of a controversial application, whether or not specifically or initially opposed;
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- A.1.6 Non-compliance in whole or in part by an APPLICANT with a condition of an application, a permit or a planning or building department request;
- A.1.7 Delays in processing caused in part by the APPLICANT or the latter's agents;
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In the event that one or more Extraordinary Events arise or are reasonably foreseen, the Director of Planning may give written notice thereof to the APPLICANT together with a request for deposit of Extraordinary Costs ("Costs") [Exhibit B - Provision 1.1].

**A.3 SUBMISSION OF DEPOSIT**

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

**A.4 RIGHT OF WITHDRAWAL**

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

**A.5 OBLIGATION AFTER DEPOSIT**

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

**A.6 FURTHER TERMS AND CONDITIONS**

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

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Extraordinary Costs include:

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

- County Counsel - At cost
- County Counsel Staff - \$20 per hour
- Special Counsel - As billed to County
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**TERMS  
EXHIBIT "B"**

**B.1 DEPOSIT.**

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

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

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## **B.2 OBLIGATION FOR COSTS.**

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

## **B.3 PROJECT ACCOUNTING.**

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

## **B.4 LEGAL DEFENSE.**

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

## **B.5 INDEMNIFICATION.**

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

**GENERAL PROVISIONS**  
**EXHIBIT "C"**

**C.1 INTERPRETATION AND ENFORCEMENT.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C.1.13 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full

force and effect and shall in no way be affected, impaired or invalidated.

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

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

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

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

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

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

**NOTICE AND SUPPLEMENTAL TERMS**  
**Exhibit "D"**

**D.1 NOTICES.**

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

If to "COUNTY":

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

If to "APPLICANT":

APPLICANT:

HEATHER SILL-FRASER  
PO BOX 65  
SIERRAVILLE CA  
96126

LANDOWNER:

HEATHER SILL-FRASER  
P.O. BOX 65  
SIERRAVILLE CA  
96126

With a copy to:

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

With a copy to:

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

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

**D.2 SUPPLEMENTAL TERMS.**

none

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

<b>MEETING DATE:</b> October 18, 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:** Planning Dept  
**APPROVING PARTY:** Tim Beals  
**PHONE NUMBER:** 530-289-3251

**AGENDA ITEM:** Agreement for Indemnification and Reimbursement for Extraordinary Costs for Tristan and Sarah Grew, Applicants and Landowners: Consideration of a Conditional Use Permit to allow the occupancy of a travel trailer during the building of a single family residence. The project site, identified as APN 006-130-027, is located at 21 Ranch Court, Pike, CA.

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

**BACKGROUND INFORMATION:**

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

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

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

**SPACE BELOW FOR CLERK'S USE**

<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 \_\_\_\_\_

**AGREEMENT FOR INDEMNIFICATION AND  
REIMBURSEMENT FOR EXTRAORDINARY COSTS**  
("The Agreement")

SHADED AREAS FOR OFFICE USE ONLY

Tristan & Sarah Grew ("APPLICANT") and Tristan & Sarah Grew ("LANDOWNER"), collectively referred to as "the APPLICANT" have applied to the County of Sierra, a political subdivision of the State of California, Sierra ("the County") for:  
Conditional Use Permit  
("the Project")  
(APN) 006-130-027

**TERMS AND CONDITIONS**

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

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

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

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

This Agreement is entered into as of \_\_\_\_\_, 2016.

**APPLICANT**



(Signature)

Sarah + Tristan Grew  
(Type or print name)

**COUNTY**

\_\_\_\_\_  
Lee Adams, Chairman  
Sierra County Board of Supervisors

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Prentice  
County Counsel

**ATTEST:**

\_\_\_\_\_  
Heather Foster  
Clerk of the Board

**LANDOWNER**



(Signature)

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

## **B.2 OBLIGATION FOR COSTS.**

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

## **B.3 PROJECT ACCOUNTING.**

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

## **B.4 LEGAL DEFENSE.**

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

## **B.5 INDEMNIFICATION.**

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

**GENERAL PROVISIONS  
EXHIBIT "C"**

**C.1 INTERPRETATION AND ENFORCEMENT.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C.1.13 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full

force and effect and shall in no way be affected, impaired or invalidated.

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

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

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

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

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

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

**NOTICE AND SUPPLEMENTAL TERMS**  
**Exhibit "D"**

**D.1 NOTICES.**

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

If to "COUNTY":

If to "APPLICANT":

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

APPLICANT:

LANDOWNER:

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

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

With a copy to:

With a copy to:

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

\_\_\_\_\_  
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**D.2 SUPPLEMENTAL TERMS.**

none



RESOLUTION NO. 16-002

ADOPTING A CONFLICT OF INTEREST CODE  
OF THE  
SIERRA COUNTY OFFICE OF EDUCATION

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Sierra County Office of Education has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Sierra County Office of Education has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Sierra County Board of Education Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS 9<sup>h</sup> day of August 2016, at a meeting by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Tim Driscoll, President

Attest:

\_\_\_\_\_  
Allen Wright, Clerk of the Board

## **SIERRA COUNTY OFFICE OF EDUCATION**

### **CONFLICT-OF-INTEREST CODE**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the Sierra County Office of Education (County).

Individuals holding designated positions shall file their statements of economic interests with the County, which will make the statements available for public inspection and reproduction at 109 Beckwith Road, Loyalton, California. (Gov. Code Sec. 81008.) All statements will be retained by the County.

**SIERRA COUNTY OFFICE OF EDUCATION**

**CONFLICT-OF-INTEREST CODE**

**APPENDIX A  
DESIGNATED POSITIONS**

<b><u>POSITION</u></b>	<b><u>CATEGORY</u></b>
Designated Position Disclosure Category	
Governing Board of Education Members .....	1
Superintendent of Schools.....	1
Business Manager .....	2
SELPA Director .....	2
Consultants/New Positions* .....	2

\* Consultants/New positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Superintendent may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Superintendent’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

**SIERRA COUNTY OFFICE OF EDUCATION**

**CONFLICT-OF-INTEREST CODE**

**APPENDIX B  
DISCLOSURE CATEGORIES**

**Category 1:**

Designated positions in this category must report:

- a. Interest in real property located entirely or partly within boundaries, or within two miles of County boundaries or of any land owned or used by the County. Such interests include any leasehold, beneficial or ownership interest, or option to acquire such interest in real property.
- b. Investments and business positions in business entities and income, including gifts, loans, and travel payments, from, sources which:
  1. Are engaged in the acquisition or disposal of real property within the County,
  2. Are contractors that are, or have been within the past two years, engaged in work or services of the type used by the County, or
  3. Are of the type which engages in the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings, or equipment.

**Category 2:**

Designated persons in this category must report investments and business positions in business entities and income, including gifts, loans, and travel payments, from, sources which:

- a. Are contractors engaged in work or services of the type to be used by the department in which the designated person manages or directs, or
- b. Are of the type which engages in the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings, or equipment.

FILED  
SIERRA COUNTY CLERK

OCT 05 2016

BY: Heather Foster DEPUTY

FILED

OCT 05 2016

SIERRA COUNTY SUPERIOR COURT  
BY: [Signature] DEPUTY CLERK

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

**In the Matter of**

**2015-2016 Sierra County Grand Jury**

**MINUTE ORDER**

HONORABLE CHARLES H. ERVIN, JUDGE PRESIDING

The County Clerk is hereby directed to file the **Sierra County Board of Supervisors response to 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 October, 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 October, 2016

**SIERRA SUPERIOR COURT**  
BY: [Signature] Clerk

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

# SIERRA COUNTY

Board of Supervisors  
P.O. Drawer D  
Downieville, California 95936  
Telephone (530) 289-3295  
Fax (530) 289-2830



October 4, 2016

Sierra Superior Court  
Sierra County Courthouse  
100 Courthouse Square  
Downieville, California 95936

Attn: Honorable Charles H. Ervin  
Presiding Judge

Please accept the following response of the Sierra County Board of Supervisors to the Sierra County Grand Jury 2015-2016 Final Report entered with the Superior Court of the State of California, County of Sierra, on July 5, 2016. This Board of Supervisors appreciates the time and effort of the Grand Jury in presenting its final report. This response to the final report, where appropriate, includes the comments of County appointed officials. County elected official may have commented directly to the Court on the findings and recommendations of the Grand Jury.

## **Sierra County Waste Management Analysis**

The Board of Supervisors generally concurs with the findings of the Grand Jury but expands the comments for findings F1 and F4.

Finding F1 in its use of the word "condition" needs qualification as it may imply that the site has not been adequately maintained or may otherwise mislead a reader. The finding would have been more aptly worded by stating "The State regulatory actions impacting the County landfill requires that it be closed in 2017 (twenty years early) due to a severe reduction and loss of landfill area available". The "condition" that is referred to in the finding is actually State imposed regulatory actions that have reduced the actual area being land filled from an original design of 40 plus acres to a mere 13 acres. This reduction in landfill area was imposed by the Regional Water Quality Control Board over threatened releases to groundwater that could not be shown to be consistent nor threatening. Inconsistent water quality test results coupled with an enforcement and regulatory perspective from the State was inflexible and allowed no discretion to the County. The County at the time of the regulatory action years ago as well as today, maintains that the State's action was premature, not substantiated with consistent readings, and was an action taken on the basis of a perceived threat rather than an actual threat.

Finding F4 is non-descriptive and is an all-inclusive suggestion that communications are not adequate. The need for an active citizens committee is appropriate but it has been difficult to secure interested participants for this responsibility. Renewed efforts are underway to encourage more participation. The Board of Supervisors standing committee conducts periodic, public meetings to discuss waste management issues and there are annual public hearings before the Board of Supervisors on waste operations, budget, and fee administration. It would be helpful if more descriptive examples of needed communication were provided.

The text of the Grand Jury report in three areas makes statements that we find inaccurate or unintentionally misleading. The report text under "Comparing Sierra County's Waste Management System with Those of Similar Counties", the text under the heading of "The Loyalton Landfill", and the text under the heading "Impact on Sierra County Citizens" are addressed in the following paragraphs.

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

This entire section relies solely on a 2010 report by HDR consultants for Mono County which has been shown to be full of errors and incomplete analyses and the conclusions contained within the report are not fact-based. For example, in Plumas County the chart used to compare this county failed to show the fact that most of the solid waste management costs in Plumas County are paid directly to private haulers under franchise requirements and/or by ordinance and therefore does not show up in the County's adopted budget. Plumas County's County budget contribution in the HDR report is only shown in the 2008-2009 County budget as \$252,200 or \$12.35 per person which is not portraying the complete picture, is inaccurate, and provides a much distorted comparison. Another such example is Modoc County where the HDR report shows Modoc County's waste contribution of \$1,053,000 or \$107.70 per person. The HDR report reported that the County's budget in 2009-2010 was underfunded by \$907,000 and estimated the base waste system cost to be \$3,200,000 which when divided by the 13,997 persons reported as the county population results in a per capita cost of \$228.62 per person. On top of this the HDR report recommended that Modoc County raise its tipping fee from \$50 per ton to \$100 per ton on top of the County's waste parcel charge. A third example is in Lassen County where the 2008-2009 County waste budget was \$1,500,000 or \$41.80 per person. Here, the Waste Management Authority (comprised of Lassen County and Susanville (the latter which comprises 50% of the County population)) reported an annual cost in 2011 for collection operations of \$2,834,276 which is far in excess of the HDR report showing a cost of \$1,500,000.

So the point here is the danger in quoting an older report that is known to be inaccurate and incomplete. There are so many variables that have to be evaluated and considered to provide an apples-to-apples comparison. Also, each county operates entirely differently than the next county and unless one fully understands franchise arrangements, county fees, regional agreements, waste quantities produced, remediation activities, and the level of involvement of county personnel in the waste disposal service, it is virtually

impossible to make accurate comparisons. Making such comparisons here has portrayed an inaccurate set of facts and a distorted comparison of costs by County. Use of this HDR report should not have occurred and should have been eliminated as a validation of County by County costs for waste disposal.

### The Loyalton Landfill

The last two sentences draw conclusions that are potentially misleading. There are two regulatory State agencies in addition to the Local Enforcement Agency (LEA) which oversees the landfills closure and post closure: Cal Recycle and the Central Valley Regional Water Quality Control Board. Both of these agencies could require more infrastructure that proposed in the final closure plan despite the County's efforts over the past two years to collaboratively develop the landfill's final design. The Regional Board has consistently surprised the County with requirements in excess of what was expected and in excess of what is felt to be proper. This Board of Supervisors does not see this relationship referred to in the text of the Grand Jury report as "not warm, making compromise difficult" to be a product created by the County.

### Impact on Sierra County Citizens

The Board of Supervisors disagrees with the classification of costs of waste management to its citizens as "very high". This Board of Supervisors would agree that costs are "high" but again, use of the HDR report to classify the cost per person in Sierra County as "much higher than in neighboring counties" is inaccurate and a dis-service to the County's waste management effort over the years. The statement in the text also suggests that "a residential fee in the neighborhood of \$600 is projected for the very near future". There is no source identified for such a statement. This has never been identified as a possibility and unless the text wishes to assign source and credible information to support such a statement, this Board of Supervisors cannot support its inclusion in the Grand Jury report.

The Board of Supervisors offers comments to the recommendations of the Grand Jury as follows:

- 1) Recommendations R1, R2, R3, and R4 the Board of Supervisors concurs and these very issues have been and continue to be standing agenda items for the Board standing committee on Public Works and Transportation (which includes waste disposal).
- 2) Recommendation R5: The Board of Supervisors has delegated this question to its waste committee and to the waste operations and assessment fee managers. The issue is not simple although the Board of Supervisors supports the goal of providing a more simplified method of cost recovery for services associated with these land uses.

## **County Jail and Law Enforcement Facilities**

The Board of Supervisors concurs with the findings of the Grand Jury regarding the County Jail and law enforcement facilities. This Board of Supervisors undertook an intense effort to analyze the functions, costs, and staffing of a County jail and in this process, retained the services of a professional consultant on jail management and criminal justice planning. Reports were issued and accepted by the Board of Supervisors after an extensive public process was undertaken to determine the options for the County jail and its impact on the County budget.

The Board of Supervisors offers comments to the recommendations of the Grand Jury as follows:

- 1) Recommendation One ("R-1")-The Board of Supervisors agrees that cost effective measures are necessary and will propose to periodically monitor the efforts of the County Sheriff to implement measures for cost effective operation of the County Jail and law enforcement facilities, including meetings with appropriate standing committees of the Board of Supervisors and through periodic status reports to the Board of Supervisors.
- 2) Recommendation Two ("R-2")-The Board of Supervisors, being responsible for all employees of the County as well as a sound County budget, will consider tasking one of its standing committees to begin a review of salaries and responsibilities/job descriptions as well as budgetary impacts associated with the review.

## **Water Conservation Enforcement in Sierra Brooks**

The Board of Supervisors concurs with the findings of the Grand Jury regarding water conservation efforts at Sierra Brooks. The policy of the County regarding water use and water conservation at Sierra Brooks Subdivision is embodied within the Sierra County Code. The County Director of Transportation, duly appointed by the Board of Supervisors as General Manager of the water system, maintains the water conservation policy and oversees the monitoring and enforcement of the water conservation policies of the County. This effort includes public outreach, issuance of notices, issuance of enforcement warnings and citations, and any follow-up required of the water conservation and/or enforcement process.

The Board of Supervisors offers comments to the recommendations of the Grand Jury as follows:

- 1) Recommendation One ("R1")-The Board of Supervisors concurs. The Board of Supervisors adopted more stringent water conservation measures in 2015 as a result of the Governor's Emergency Declaration on drought conditions and to comply with the emergency regulations of the State Waterboard. These

regulations were lifted by the State Waterboard from being mandatory in January 2016.

- 2) Recommendation Two ("R2")-The Board of Supervisors concurs. Water conservation information is annually provided through letters, website information, and through a consultation process that has been in place wherein the County and an advisory committee of the Sierra Brooks Homeowners Association (commonly referred to as the "water advisory committee") meet on a periodic basis and discuss water conservation and enforcement issues. The Sierra Brooks Homeowners Association also communicates with its association members (property owners) via newsletter over the issues pertaining to water conservation.
- 3) Recommendation Three ("R3")-The Board of Supervisors concurs. The County, through its General Manager of the water system, and the "water advisory committee" of the Sierra Brooks Homeowners Association worked together in 2016 to draft an amendment to the Sierra County Code as it pertains to water conservation at Sierra Brooks. This adopted ordinance clarified the water conservation policy by making specific references to allowable water use and disallowed certain actions related to water use. This ordinance also provided administrative authority to respond to emergency regulations or proclamations issued by the State of California. A copy of the adopted ordinance is attached hereto as exhibit 1. Further review is needed to address the current language on "administrative fines" or "penalties" and it is the intent of this Board of Supervisors to draft and ultimately adopt in 2016-2017 a further ordinance amendment to the water conservation policy at Sierra Brooks by clearly outlining the schedule of potential administrative penalties, the method for assessing administrative penalties, and the process for implementing administrative fines or penalties as a result of a failure to comply with the adopted policies of the County.

### **Sierra County's Fire Protection Districts**

The Board of Supervisors generally concurs with the findings of the Grand Jury but certain conditions have changed in the recent past that renders one or two findings as obsolete. The relationship between County government and the fire protection districts (special districts which are independent units of local government) must be clearly outlined in order for the relationship between the County and the districts to be fully appreciated and understood. While the Board of Supervisors recognizes and fully supports the continued and successful operation of fire protection districts, the relationship between the County and the districts is based upon the premise that the fire protection districts are independent special districts which must operate within the bounds of the enabling legislation setting forth the origin, organization, functions, authorities, and finances for a fire protection district.

Findings 2, 3, and 4 for the Sierra County Fire Protection District No. 1 represent a current and dynamic situation involving a community on the California-Nevada border (Verdi) that has a strong connection to volunteer fire service originating in Nevada and such volunteer service is now in the throws of change as organized, paid-professional fire and emergency medical services from Reno and from Washoe County are becoming

the primary mode of services. The County Board of Supervisors and the Sierra County Fire Protection District No. 1 are cooperating fully to evaluate service and financing options to assure that fire and emergency medical services to this border community (now also including Long Valley (Bordertown) along the California-Nevada Border on the US 395 Highway corridor) are available. Beyond these three specific findings, all other findings of the report regarding all identified fire protection districts do not directly involve the Board of Supervisors.

The Board of Supervisors appreciates the effort that has been undertaken by Sierra County Fire Protection District to evaluate options for fire and emergency medical service delivery along the California-Nevada border as well as those portions of the County (not including the City of Loyalton) that are not located within a fire protection district.

The Board of Supervisors offers comments to the recommendations of the Grand Jury as follows:

- 1) Recommendations R-1, R-2, R-3, R-5, R-6, and R-7 are directly applicable to the fire protection districts. While Sierra County can be in a support role for these recommendations, the initiation and successful accomplishment of these several recommendations are primarily a function of the fire protection districts.
- 2) Recommendation R-4 as stated in the comments to the findings is a dynamic situation that is changing rapidly. The County and the Sierra County Fire Protection District No. 1 are in the process of evaluating options to address these changing conditions and to assure an adequate level of service to the border communities of Verdi and Long Valley (Bordertown).

### **Summary**

In summary, this Board of Supervisors would welcome any further discussion with the Grand Jury on the findings and recommendations of the Sierra County Grand Jury 2015-2016 Final Report to the extent that such discussion would apply to the operation of County government.

Thank you.

Sierra County  
Board of Supervisors



Supervisor Lee Adams  
Chairman

CC: County Department Managers  
Clerk of the Board

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

**ORDINANCE NO. 1074**

**Repealing Section 8.60.070 of the Sierra County Code pertaining to the 2015 Drought Emergency Declaration by the Governor (Executive Order B-29-15) and amending Section 8.60.020 of the Sierra County Code pertaining to Water Conservation Phases.**

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

**Ordinance Section One:**

Section 8.60.070 of the Sierra County Code entitled "Water Conservation" is hereby repealed in its entirety.

**Ordinance Section Two:**

Section 8.60.020 of the Sierra County Code entitled "Water Conservation Phases" is amended to read as follows:

**Section 8.60.020 Water Conservation Phases**

The water conservation policy shall consist of four (4) phases regulating the outside use of water which is defined as any use other than the use of water inside of a residence, including but not limited to irrigation of lawns and landscaping (irrigation sprinkler systems, sprinklers attached to a garden hose, flood irrigation by garden hose); sports fields; gardens; washing vehicles, decks, driveways, sidewalks, buildings, or other like surfaces; filling of pools or ponds; and similar water use. The four (4) phases of water conservation are defined as follows:

- 1) **Phase One-Voluntary:** This is a voluntary water conservation program where property owners and residents served by the Sierra Brooks Water System, during all months of the year, are requested to practice and conduct outside irrigation/watering conservation. Irrigation of lawns and landscaping would be authorized on Tuesdays, Thursdays, and Saturdays of each week for odd numbered addresses and on Wednesdays, Fridays, and Sundays of each week for even numbered addresses. No outside watering would occur at any time on Mondays of any week during summer months defined as May through October of each year. There would be no watering for any dust control purposes and no irrigation of native landscaping. Outside irrigation during the

authorized and stated days (odd or even numbered addresses) would be limited to the time periods between 5:00 am through 10:00 am and 5:00 pm through 10:00 pm. No outside irrigation would be authorized during the hours before or after these stated hours of each day.

- 2) **Phase Two-Mandatory:** This is a mandatory water conservation program where property owners and residents served by the Sierra Brooks Water System, beginning May 1 of each year and terminating October 31 of each year, would be required to follow specific outside water use regulations. During this phase, all requirements outlined in "Phase One-Voluntary" section shall be mandatory for all property owners and residents that are served by the Sierra Brooks Water System. There shall be no washing of decks, driveways, sidewalks, buildings, or other like surfaces unless accomplished by use of a pressure washer that has a functioning shut-off nozzle that is automatic and water is not running on the surface of the ground. Washing of boats, vehicles, trailers, or other like equipment is permissible only when washing is accomplished through use of hoses with nozzles providing automatic or manual shut off and water is not running on the surface of the ground. No ponds or swimming pools may be filled during this phase. This phase is not intended to prevent property owners or residents from hand-watering (not through use of any sprinklers) landscape plants, plants in containers, pots, or planters and hand watering is permissible so long as the watering is being accomplished by hand and the hose contains a nozzle providing automatic or manual shut off and irrigation or watering is not being conducted by flood irrigation. This phase is not intended to restrict watering of vegetable gardens so long as such watering is not accomplished by use of sprinklers or flood irrigation and there is no waste of water occurring.
- 3) **Phase Three-Declaration of Drought:** If conditions of drought are identified by official order or proclamation by the Governor or State Water Resources Control Board, the General Manager is authorized to issue notification to property owners and residents of the Sierra Brooks Water System that additional watering restrictions will be implemented and enforced. "Phase Two Mandatory" restrictions will be enforced and additional restrictions may be imposed that implement further prohibitions for outside use of water, including days and times of day. The General Manager will request ratification of the additional regulations at the next regular meeting, or at any special meeting, called by the Board of Supervisors.
- 4) **Phase Four-Emergency:** This is water conservation where it is determined by the General Manager that a critical water shortage exists or some other bona fide emergency condition exists that requires immediate and effective water conservation to maintain the maximum water levels necessary for public health and safety. During this phase, all phase one and phase two regulations will be in effect and the General Manager is authorized to post notices and implement and enforce additional outside water use restrictions, including prohibition on any outside water use during the term of the emergency condition. The General Manager will request ratification of the additional

regulations at the next regular meeting, or any special meeting, called by the Board of Supervisors.

**Ordinance Section Three:**

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

Introduced and passed and adopted at a regular meeting of the Board of Supervisors held on the 6th day of September 2016, by the following vote, to wit:

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

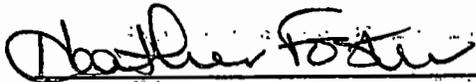
COUNTY OF SIERRA



\_\_\_\_\_  
Lee Adams, Chairman  
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:



\_\_\_\_\_  
Heather Foster  
Clerk of the Board



\_\_\_\_\_  
David Prentice  
County Counsel

**From:** Tim Beals  
**Sent:** Thursday, September 29, 2016 5:36 PM  
**To:** BOS <[BOS@sierracounty.ca.gov](mailto:BOS@sierracounty.ca.gov)>; 'Merrill Grant' <[mgrant@spjusd.org](mailto:mgrant@spjusd.org)>  
**Cc:** Brandon Pangman <[bpangman@sierracounty.ca.gov](mailto:bpangman@sierracounty.ca.gov)>; Heather Foster <[hfooster@sierracounty.ca.gov](mailto:hfooster@sierracounty.ca.gov)>  
**Subject:** FW: Verdi School Question

Thought you would be interested in this memo on interdistrict attendance agreements affecting Verdi, California children. Looks to me like existing agreements are safe but they are hedging on any new children and are placing these "new" kids in direct competition with their over-capacity situation in every school in Washoe County. This should be responded to or we are going to cut off any potential growth in Verdi, California for those who have children....certainly dampens the desire to move there if this is the policy. I can send this to Hether and maybe she can put it on the next agenda as "correspondence" so it can be discussed. Nathan is the Planning Director so he was giving me a heads-up.

Thanks.

Tim

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**From:** Nathan Gilbert [<mailto:gilbertn@reno.gov>]  
**Sent:** Friday, August 12, 2016 2:01 PM  
**To:** Tim Beals  
**Subject:** Verdi School Question

Hi Tim,

Thought you might be interested in this as you had brought this question up during the school breakout session.

Hey Nathan,

Pete finally had a chance to meet with Traci Davis on the out-of-state variance question. WCSD has no intention of revoking *existing* variances to WCSD schools, however, any new out-of-state variances will have to be weighed against current capacities and enrollments for the subject schools. So there won't be a hard "no" but these factors will be considered for each new variance request received.

Hope this helps and sorry it's late.

Mike Boster

School Planner

Washoe County School District

14101 Old Virginia Road

Reno NV

[775.789.3810](tel:775.789.3810)

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Nathan Gilbert, AICP  
Associate Planner  
City of Reno

# REIMAGINE RENO

*planning for the future*

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