



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

Lee Adams, District 1

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

Lila Heuer, District 2

P.O. Box 485 - Sierra City, CA 96125 - 916-580-5608 - lheuer@sierracounty.ca.gov

Paul Roen, Chair, District 3

P.O. Box 43 - Calpine, CA 96124 - 209-479-2770 - supervisor3@sierracounty.ca.gov

Terry LeBlanc, District 4

P.O. Box 387 - Loyalton, CA 96118 - 707-489-0314 - tleblanc@sierracounty.ca.gov

Sharon Dryden, Vice-Chair, District 5

P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on February 3, 2026. Locations available to the public to attend will be at the Board of Supervisors' Chambers, Courthouse, Downieville, CA and the Hilton Nashville Downtown Lobby, 121 Fourth Avenue South, Nashville, TN 37201. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

This meeting will be open to in-person attendance and available to the public via teleconference.

The public may observe and provide public comments by using the Teams options below:

By Phone: 1-323-892-2486

Access Code: 681 803 268#

By PC: <https://tinyurl.com/02032026BOS>

NOTICE

Accommodations for individuals 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, can be made with the Clerk of the Board and CA Relay Services 711 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
100 Courthouse Square, Room 11
P.O. Drawer D
Downieville, CA 95936
clerk-recorder@sierracounty.ca.gov

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

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

REGULAR AGENDA

1. 9:00 A.M. STANDING ORDERS

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

2. PUBLIC COMMENT OPPORTUNITY

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

3. COMMITTEE REPORTS & ANNOUNCEMENTS

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

Documents:

[RCRC_GSFA_GSCA Meeting Highlights.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. PROBATION - CHUCK HENSON

- 6.A. Authorization to advertise and hire for the Deputy Probation Officer I-III position due to a vacancy occurring on April 24, 2026.

Documents:

[Deputy Probation Officer Vacancy.pdf](#)

- 6.B. Memorandum of Understanding (MOU) between Tuolumne County and the County of Sierra for the placement of detained juveniles at the Mother Lode Juvenile Detention Facility from February 3, 2026, through June 30, 2028, with two additional one-year periods through June 30, 2030, in an amount not to exceed \$182,500 per Fiscal Year.

Documents:

[Mother Lode Detention Facility.pdf](#)

7. AUDITOR - TONY MILLER

- 7.A. Discussion/direction regarding a controlled, short-term financial systems reset to address structural weakness in the County's chart of accounts, treasury accounting, inter fund practices, and financial reporting processes to outline a path forward for selection and implementation of a modern enterprise resource planning (ERP) system.

Documents:

[Financial Systems Reset.pdf](#)

8. BEHAVIORAL HEALTH - SHERYLL PRINZ-MCMILLAN

- 8.A. Discussion/authorization for the use of clothing and gear for the Mobile Crisis Responders in the Behavioral Health Department.

Documents:

[Mobile Crisis Responders.pdf](#)

9. PUBLIC HEALTH - RHONDA GRANDI

- 9.A. Agreement between the County of Nevada and County of Sierra for the provision of WIC (Women, Infants and Children) nutrition counseling, training, and technical assistance services in an amount not to exceed \$12,000 from October 1, 2025, through September 30, 2026.

Documents:

[NC WIC Board.pdf](#)

10. PLANNING / BUILDING - BRANDON PANGMAN

- 10.A. Authorization to advertise and hire for the vacant Administrative Secretary position for the Planning Department in accordance with County personnel policies and procedures.

Documents:

[Administrative Secretary Position.pdf](#)

- 10.B. Set a public hearing for decision on the General Plan Amendment/Zone Amendment and Williamson Act Contract Amendment for Lucy Blake, 222 Lemmon Canyon Road, Sierraville (APNs 018-030-005 & 018-030-006).

Documents:

[Blake Public Hearing.pdf](#)

11. PUBLIC WORKS/TRANSPORTATION

- 11.A. Continued discussion and direction regarding the acceptance of green waste and burn policies at the County's solid waste transfer sites.

Documents:

[Sierra County Transfer Sites - GW.pdf](#)

- 11.B. Authorization to advertise and hire two (2) vacant Road Maintenance Worker positions in accordance with County personnel policies and procedures.

Documents:

[Road Maintenance Worker Positions.pdf](#)

- 11.C. Resolution authorizing the Auditor to make certain changes to the 2025-2026 Final Budget for the purchase of a PC306 Cold Planer for the Road Department in an amount not to exceed \$26,505.27. (4/5th affirmative vote required)

Documents:

[Cold Planer-Budget Transfer Item.pdf](#)

12. BOARD OF SUPERVISORS

- 12.A. Resolution adopting residency requirements for specified positions. (CLERK OF THE BOARD)

Documents:

[Residency Requirements.pdf](#)

- 12.B. Introduction and waive first reading of an ordinance repealing section 3.07.070 of the Sierra County Code relating to residency requirements for specified positions. (CLERK OF THE BOARD)

Documents:

[Ord Repealing Residency Requirements.pdf](#)

- 12.C. Resolution setting compensation for Grand Jurors. (CLERK OF THE BOARD)

Documents:

[Grand Jurors Compensation.pdf](#)

- 12.D. Introduction and waive first reading of an ordinance repealing section 5.30.015 of the Sierra County Code relating to Grand Jury Compensation. (CLERK OF THE BOARD)

Documents:

[Ord Repealing GJ Fees.pdf](#)

13. CLOSED SESSION

- 13.A. Closed session pursuant to Government Code Section 54956.9 (d)(2) - conference with legal counsel - threat of litigation - 1 case.

Documents:

[Closed Session - Litigation.pdf](#)

14. TIMED ITEMS

- 14.A. 10:00 AM RESOLUTION OF APPRECIATION

Presentation of Resolution of Appreciation and recognition of retirement for Edward Cusato, Sierra County Road Maintenance Supervisor.

Documents:

[Cusato Resolution of Appreciation.pdf](#)

15. 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.

- 15.A. Presentation of bids summary and adoption of resolution awarding contract for the Long Valley Road 2023 Storm Damage Repair Project to Hansen Bros. Enterprises for thirty (30) working days from the date of commencement of the project in an amount not to exceed \$414,853.80. (PUBLIC WORKS)

Documents:

[Long Valley Road 2023 Storm Damage Repair Project - Hansen Bros. Enterprises Item.pdf](#)

- 15.B. Professional services agreement between CreativEnvironmental and the County of Sierra for the Habitat Mitigation & Monitoring for Plumbago Road Bridge Replacement over Kanaka Creek in an amount not to exceed \$106,189 for a term of five (5) years. (PUBLIC WORKS)

Documents:

[Plumbago - Habitat Monitoring Mitigation - CreativEnvironmental Item.pdf](#)

- 15.C. Authorization to accept quote from Cascade Software Systems to migrate from on-premises services to WinCAMS Cloud services in an amount not to exceed \$4,300. (PUBLIC WORKS)

Documents:

[CAMS Software Update Authorization Item.pdf](#)

- 15.D. Resolution authorizing Public Health to hire the vacant Health Assistant position at the Health Assistant III, Step E, Longevity 2 level. (PUBLIC HEALTH)

Documents:

[PH Health Assistant Step E L2 Board.pdf](#)

- 15.E. Agreement between the Tulare County Superintendent of Schools and the County of Sierra for use of the 2025-2026 Cannabis Mini Grant from the California Friday Night Live (FNL) Partnership for youth-led cannabis prevention and education campaigns from October 1, 2025, through June 12, 2026, in an amount not to exceed \$3,000. (BEHAVIORAL HEALTH)

Documents:

[FNL 2025-2026 Cannabis Mini Grant.pdf](#)

- 15.F. Rescission of Agreement 2026-009 and approval of agreement between the California Mental Health Services Authority (CalMHSA) and County of Sierra for participation in External Quality Review and Performance Improvement Projects, in an amount not to exceed \$17,280 for Fiscal Year 2025/2026. (BEHAVIORAL HEALTH)

Documents:

[CalMHSA EQR Agree.pdf](#)

- 15.G. Memorandum of Understanding (MOU) between the Tulare County Superintendent of Schools and the County of Sierra for the implementation of the 2025-2026 Friday Night Live (FNL) Thirdhand Smoke Test Kit Project (Thirdhand Smoke Project) from October 1, 2025, through June 30, 2026. (BEHAVIORAL HEALTH)

Documents:

[Smoke Test Kit BOS.pdf](#)

- 15.H. Ratify approval of quote from Monarch for Access Control and Security Cameras in an amount not to exceed \$26,672.10. (BEHAVIORAL HEALTH)

Documents:

[BH Monarch Quote.pdf](#)

- 15.I. Resolution amending designation of the County Official responsible for administration of the Sierra County Solid Waste Benefit Assessment Fee Program. (CLERK OF THE BOARD)

Documents:

[SW Fee Admin - County Assessor Designation.pdf](#)

- 15.J. Resolution adopting amended Schedule D, Clerk-Recorder, Schedule I, Probation, and Schedule F, Health & Social Services/Behavioral Health to Resolution 2018-024, Sierra County Fee Schedule. (CLERK OF THE BOARD)

Documents:

[2026 Amended Fee Schedule.pdf](#)

- 15.K. Resolution approving the consolidation of the Sierra City Fire District Special Election with the County's Statewide Direct Primary Election to be held on June 2, 2026. (ELECTIONS)

Documents:

[SCFD Election Consolidation.pdf](#)

- 15.L. Grant agreement between the California Electronic Recording Transaction Network Authority (CERTNA) and the County of Sierra for reimbursement of direct costs associated with implementing an Electronic Recording Delivery System (ERDS), in an amount not to exceed \$10,000 for a one-year term; and adoption of a resolution authorizing the Auditor to make certain changes to the 2025/2026 Final Budget to account for the grant funds. (CLERK-RECORDER)

Documents:

[CERTNA Grant Agm.pdf](#)

- 15.M. Rescission of Agreement 2026-008 and approval of amendment to Agreement 2022-019 between the County of Sierra and Tyler Technologies, Inc. for the implementation of electronic recording services, including a one-time cost of \$6,395 and ongoing annual costs of \$3,995. (CLERK-RECORDER)

Documents:

[Tyler Technologies - Amn Agm.pdf](#)

ADJOURNMENT - To next regular meeting on February 17, 2026

Disclosure of Campaign Contributions (Gov. Code section 84308)

Members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than \$250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than \$250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.



RCRC BOARD OF DIRECTORS MEETING HIGHLIGHTS

January 21, 2026

ACTION ITEM HIGHLIGHTS

The RCRC Board of Directors:

- Approved the RCRC Board Travel Policy
- Approved the 2026 Code of Conduct
- Approved the 2026 Investment Policy
- Approved the 2021-26 revised pay rate schedules
- Approved the Carrier of Last Resort Ad Hoc Committee's final report and next steps
- Approved the Williamson Act Ad Hoc Committee's final report recommended revisions and next steps
- Approved the Predatory Species Management Ad Hoc Committee's amendments to the RCRC Policy Principle amendments, with additional items to be considered
- Approved the establishment of the Sustainable Groundwater Management Ad Hoc Committee

The Rural County Representatives of California (RCRC) Board of Directors meeting took place on Wednesday, January 21st in Sacramento. The RCRC Board of Directors reviewed many issues, and the following are highlights:

2026 Officers Swearing-In

Assembly Member David Tangipa conducted the swearing-in of the 2026 Officers:

- Chair - Supervisor Miles Menetrey, Mariposa County
- First Vice Chair - Supervisor Bob Nelson, Santa Barbara County
- Second Vice Chair – Supervisor Anne Cottrell, Napa County
- Immediate Past Chair - Supervisor Geri Byrne, Modoc County



From left to right: RCRC Immediate Past Chair Supervisor Geri Byrne, Modoc County; RCRC First Vice Chair Supervisor Bob Nelson, Santa Barbara County; RCRC Chair Supervisor Miles Menetrey, Mariposa County; Assembly Member David Tangipa; and, RCRC Second Vice Chair Supervisor Anne Cottrell, Napa County

MESSAGE BOARD

The 2026 meeting schedule can be accessed [here](#).

The 2026 Delegate Information Request Form can be accessed [here](#).

The 2026 Travel Expense Claim can be accessed [here](#). Please complete and submit claims to mchui@rcrcnet.org.

The RCRC 2025-26 Policy Principles can be accessed [here](#).

For the latest news and updates, please subscribe to the Barbed Wire [here](#).

CONSENT AGENDA

Key items of interest on the Consent Agenda: RCRC Resolution 26-01: RCRC Board Travel Policy ([memo](#); [resolution](#)); RCRC 2026 Investment Policy Renewal ([policy](#)); RCRC 2021-2026 Revised Pay Rate Schedules ([memo](#)); Ad Hoc Committee updates and actions, including for the Carrier of Last Resort Ad Hoc Committee ([memo](#)) and Williamson Act Ad Hoc Committee ([memo](#)); and, various 2026 appointments as follows:

The RCRC Board of Directors approved the designation of Supervisor Geri Byrne, Modoc County, to serve on the Golden State Natural Resources Board of Directors for a two-year term.

The RCRC Board of Directors approved the designations of the following supervisors to serve as the First Deputy Chairs and Second Deputy Chairs:

- Water and Natural Resources Matters
 - First Deputy Chair Dennis Townsend, Tulare County
 - Second Deputy Chair Jen Roeser, Inyo County
- Regulatory Matters
 - First Deputy Chair Rhonda Duggan, Mono County
 - Second Deputy Chair Monica Rossman, Glenn County
- Legislative Matters
 - First Deputy Chair John Peschong, San Luis Obispo County
 - Second Deputy Chair Lee Adams, Sierra County

Supervisor Rex Bohn, Humboldt County, is the rural counties' nominee to serve on the National Association of Counties' Western Interstate Region Board.

Supervisor Aaron Albaugh, Lassen County, and Supervisor Shanti Landon, Placer County, were appointed to the Rural Advancement Institute Board of Directors.

PRESIDENT'S REPORT

Patrick Blacklock, President and CEO, provided a report on recent activities the organization is engaged in that align with the RCRC Strategic Plan. The presentation can be accessed [here](#).

RCRC Communications Survey – RCRC Board Members and CAOs are encouraged to complete a brief biennial communications survey, which ensures RCRC continues to provide engaging and informative content, by Wednesday, January 28th. The survey has already been distributed.

Form 700 – Annual Statement of Economic Interests filings are due April 1, 2026. As a reminder, RCRC's Conflict of Interest Code was approved by the Fair Political Practices Commission in January 2024, confirming that most RCRC expense reimbursements are exempt from Form 700 reporting. However, there may be reportable amounts in certain circumstances. An email detailing any applicable delegate expenses will be sent to those affected by Friday, January 30th.

GUEST SPEAKER

California Department of Food and Agriculture

Karen Ross, Secretary, California Department of Food and Agriculture (CDFA), addressed the RCRC Board of Directors with an overview of CDFA priorities, water supply challenges, fairs, and the current state of California's farm economy.

During the Q&A, RCRC Board Members discussed issues impacting rural counties, including wolf management, local meat processing, Farm to School programs, animal health and exhibition policies, Williamson Act modernization, alfalfa pricing, and pest management challenges. Secretary Ross highlighted ongoing coordination with legislative partners, shared available resources, and emphasized CDFA's commitment to continued collaboration with RCRC Member Counties.



BUSINESS AND ADMINISTRATIVE MATTERS

RCRC Resolution 26-02: Board of Directors Code of Conduct, Including Proposed Revisions – APPROVED

The RCRC Board of Directors approved RCRC Resolution 26-02, an annually adopted item, with proposed revisions that have been recommended by the RCRC Executive Committee. The memo can be accessed [here](#). The resolution can be accessed [here](#).

GOVERNMENTAL AFFAIRS

The Governmental Affairs Department's presentation can be accessed [here](#).

California Public Utilities Commission (CPUC) Update

An update on the California Public Utilities Commission covered energy and communications-related issues, with a focus on modernizing essential services and the ongoing role of Carriers of Last Resort (COLR). The discussion included the potential sunset of the BioMAT Program, the Investor-Owned Utilities Customer Reliability Report template, consumer choice categories, and the COLR withdrawal and retention process. The memo can be accessed [here](#).

Environmental Services Joint Powers Authority Update

An update on the Environmental Services Joint Powers Authority (ESJPA), an RCRC-affiliated entity, was provided, highlighting current initiatives and opportunities for RCRC Member Counties to participate.

Key updates included the adoption of the 2026–28 Business Plan and ongoing efforts on the CalRecycle Rural Zero Waste Plan. The Participating Entities Program, along with other initiatives to support member counties' waste reduction and recycling efforts, was also discussed. The memo can be accessed [here](#).

State and Federal Legislative Update

The Governmental Affairs staff provided an update on key legislative activities. Highlights included the Governor's 2026–27 Proposed Budget, which totals \$349 billion with no major new spending or cuts, and ongoing discussions with counties regarding indigent care funding.

Staff also reviewed sponsored and pending legislation, including bills on California Environmental Quality Act exemptions for daycare centers, battery recycling, nitrous oxide sales, and school vaping regulations. Additional priorities include rural-focused initiatives, wolf delisting and livestock compensation, Sustainable Groundwater Management Act (SGMA) reporting, and rural broadband funding. The memo can be accessed [here](#).

Water Issues Update

An update was provided on California water issues, including a slight increase in the State Water Project allocation compared to last year, potential federal involvement in the Potter Valley project, the conclusion of the Waters of the United States public comment period, and development of language to ease annual reporting requirements for medium-priority basins under SGMA. The memo can be accessed [here](#).

Recruitment and Retention Ad Hoc Committee Update

The Recruitment and Retention Ad Hoc Committee has developed a survey to capture recruitment, retention, benefits, and human resources strategies across RCRC Member Counties. The survey will be distributed in mid-February to RCRC Board Members, CAOs, and Human Resources Directors—responses are requested, as the data will inform policy principles, strategic planning, and advocacy efforts. The memo can be accessed [here](#).

Predatory Species Management Ad Hoc Committee Update and Recommended Amendments to RCRC Policy Principles – APPROVED

The RCRC Board of Directors approved the Predatory Species Management Ad Hoc Committee's recommended Policy Principles amendments, as submitted, with additional work planned to include language on a local liaison position.

Upcoming priorities include a February meeting with Wade Crowfoot, Secretary, California Natural Resources Agency, transition to new Department of Fish and Wildlife leadership, and a joint \$30 million budget request for the state's wolf program with the Farm Bureau and Cattlemen's Association. The memo report can be accessed [here](#).

Establishment of Board of Directors Ad Hoc Advisory Committee on Sustainable Groundwater Management Act – APPROVED

The RCRC Board of Directors approved the establishment of the Sustainable Groundwater Management Act Ad Hoc Committee, with work planned from February through December. The Ad Hoc Committee will coordinate with stakeholders and inform relevant RCRC Policy Principles and legislative priorities. The memo report can be accessed [here](#).

Summary of RCRC Roundtable with Los Angeles Mayor/Assembly Speaker and Candidate for Governor Antonio Villaraigosa

A summary of the recent RCRC with roundtable former Los Angeles Mayor/Assembly Speaker and candidate for Governor Antonio Villaraigosa. RCRC Executive Committee members Supervisors Geri Byrne (Modoc County), Bob Nelson (Santa Barbara County), Shiela Allen (Yolo County), and Gary Bradford (Yuba County) discussed a range of topics with Mr. Villaraigosa, including rural priorities. RCRC staff are coordinating with other gubernatorial candidates to schedule additional roundtables.

Please refer to the RCRC Board Packet for further details related to the items above, as well as other items covered during the meeting. The RCRC Board Packet can be accessed [here](#).



GSFA BOARD OF DIRECTORS MEETING HIGHLIGHTS

January 21, 2026

The Golden State Finance Authority (GSFA) Board of Directors meeting took place on Wednesday, January 21st in Sacramento. The following are highlights:

Consent Agenda

- The GSFA Board of Directors approved GSFA Resolution 26-01 - GSFA Board Travel Policy. The resolution can be accessed [here](#).
- The GSFA Board of Directors approved GSFA Resolution 26-02 – Acceptance of GSFA Associate Members. GSFA membership includes forty regular member counties. Additionally, GSFA membership includes sixteen associate member counties, two hundred seventy-four associate member cities and one associate member joint powers authority. The member and associate member list can be accessed [here](#). The resolution can be accessed [here](#).
- The GSFA Board of Directors approved GSFA's 2026 investment policy renewal. The policy can be accessed [here](#).
- The Economic Development Update memo can be accessed [here](#).

The GSFA Board of Directors approved the following 2026 appointments:

- The appointments of Supervisor Daron McDaniel, Merced County, to serve as the 2026 GSFA Chair, and Supervisor Robert Poythress, Madera County, to serve as the 2026 GSFA Vice Chair. The memo can be accessed [here](#).
- The designation of Supervisor Michael Kobseff, Siskiyou County, to serve on the Golden State Natural Resources Board of Directors for a two-year term. The memo can be accessed [here](#).
- The appointment of the GSFA Financing Action Team, comprised of Supervisor Daron McDaniel (Merced County), Supervisor Robert Poythress (Madera County), Supervisor Rex Bohn (Humboldt County), Supervisor EJ Crandell (Lake County), and Supervisor Gary Bradford (Yuba County). The memo can be accessed [here](#).

Business Development and Program Update

Craig Ferguson, Deputy Director, provided a summary of GSFA's 2025 down payment assistance programs. Mr. Ferguson highlighted the Assist-to-Own program (the program flyer can be accessed [here](#)), which has assisted 185 individuals employed by GSFA Member Counties in purchasing homes since its inception in 2022.

	2025	2024	2023	Program Total
County employees that purchased a home through "Assist-to-Own"	48 <i>(7 currently in pipeline)</i>	71	50	185

Please refer to the GSFA Board Packet for further details related to the items above, as well as other items covered during the meeting. The GSFA Board Packet can be accessed [here](#).

January 21, 2026

**QUALITY INTERNET FOR RURAL
CALIFORNIA**

The Golden State Connect Authority (GSCA) Board of Directors meeting took place on Wednesday, January 21st in Sacramento. The following are highlights:

Consent Agenda

- The GSCA Board of Directors approved GSCA Resolution 26-01 - GSCA Board Travel Policy. The resolution can be accessed [here](#).
- The GSCA Board of Directors approved the appointments of Supervisor Chris Lopez, Monterey County, to serve as the 2026 GSCA Chair, and Supervisor David Griffith, Alpine County, to serve as the 2026 GSCA Vice Chair. The memo can be accessed [here](#).

Recognition of Service: Barbara Hayes

GSCA Chair Chris Lopez, Monterey County, and GSCA Vice Chair David Griffith, Alpine County, recognized Barbara Hayes for her service to GSCA and presented her with a gift on behalf of RCRC, along with a resolution from Senator Megan Dahle, in appreciation of her service and to wish her well on her well-earned retirement.



Legislative and Regulatory Update

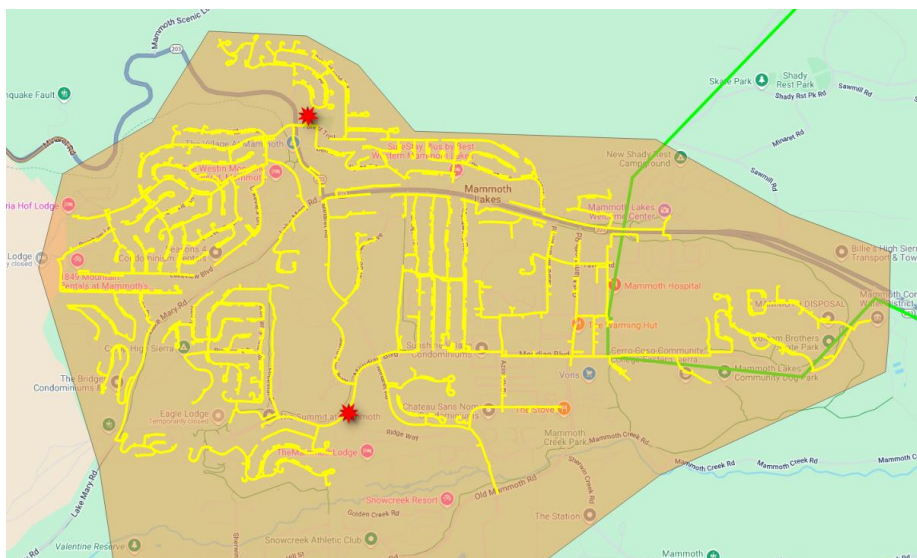
Tracy Rhine, RCRC Senior Policy Advocate, provided a legislative update focused on the proposed redirection of \$50 million in Loan Loss Reserve (LLR) funding originally awarded to GSCA. The update highlighted GSCA's decision not to utilize the funds for certain previously funded projects, successful bond financing completed without use of the reserve, and a budget proposal to redirect the funding for construction of proposed projects in Monterey County, contingent on necessary statutory changes. The memo can be accessed [here](#).

Broadband Program Update

Kyle Zimbelman, Operations Lead, provided an update on broadband priorities, including pre-deployment activities for seven projects across Imperial, Alpine, Mammoth Lakes (Mono), Mono, Amador, Tehama, and Glenn Counties, and the anticipated bid package timeline. The memo can be accessed [here](#). The presentation can be accessed [here](#).

GSCA Town of Mammoth Lakes Outside Plant (OSP) Phase 1 Fiber Construction Project – APPROVED

The GSCA Board of Directors approved the plans and specifications for the GSCA Town of Mammoth Lakes Outside Plant Phase 1 Fiber Construction Project and requested authorization to advertise for bids. The memo can be accessed [here](#).



Please refer to the GSCA Board Packet for further details related to the items above, as well as other items covered during the meeting. The GSCA Board Packet can be accessed [here](#).

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: Probation PHONE NUMBER: 530-289-3277 REQUESTED BY: Charles Henson, Chief Probation Officer	TYPE OF AGENDA ITEM: ☒ REGULAR ☐ CONSENT ☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION ☒ MEMO ☐ AGREEMENT OTHER _____
AGENDA ITEM: Authorization to advertise and hire for the Deputy Probation Officer I-III position that will be vacant as of April 24, 2026.	
BACKGROUND INFORMATION: See attached memo.	
FUNDING SOURCE: Community Corrections / SB678 GENERAL FUND IMPACT: NO	OTHER FUND: AMOUNT: \$ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES ☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES ☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES ☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: ☐ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

_____ CLERK OF THE BOARD	03/03/2026 _____ DATE
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MEMO:

Subject: Advertise and hire DPO I-III position that will be vacant as of April 24, 2026.

Department: Probation, Chuck Henson, Chief Probation Officer

Background: Considering Deputy Scott Quade's anticipated intended departure from county service on April 24, 2026, I would like to convey my petition to be able to fill said position. While understanding the county soft freeze, I do see reason to seek an exception, if you will. I believe the following reasons are relevant to this request:

1. The position is a Safety position and plays a crucial role within the three-deputy staff department (33% of frontline staff), is necessary for the function of the overall justice system in Sierra County and coordination with regional partners. It is also necessary to the overall safety of the community as the position serves the adult caseload including high risk offenders, sex offenders, local parole offenders returning from prison terms and serves the collaborative court.
2. The other two deputy positions within the department are "siloed" to pretrial services through a reimbursement contract for service with the courts and the other paid for and tied to a specific plan dictated by statute to juvenile services through the Juvenile Justice Coordinating Counsel and its plan submitted to the state.
3. Much like the Sheriff's Office and its deputies, a Deputy Probation Officer is very difficult to recruit and has a very long (nearly a year) screening/vetting process with a high "washout" rate to maintain legal and local standards. It is imperative not to suffer any unnecessary delay in starting this lengthy process of advertising, building a pool, screening applicants, state mandated testing, various rounds of interviews, background investigations, psychological assessments, medical evaluations, and onboarding. The position has a high learning curve and takes years to develop an employee into relative independence and comprehensive understanding of the multitude of roles a probation officer touch.
4. The position is fully funded through state SB 678 Community Corrections Performance Incentives funding and the local Community Corrections Partnership and plan submitted to the state.

Please consider the reasons listed above in supporting my petition to immediately seek BOS Chairman approval to advertise, recruit and take action to fill this vacancy.

**SIERRA COUNTY
Job Classification**

Class Title: Probation Officer I

Class Code: DSA

Status: Non-Exempt

DEFINITION

Probation Officer I is the entry and training level class in the Probation Officer class series. Incumbents work under close supervision and direction while carrying a small caseload involving the less difficult probation problems. Incumbents are expected to develop skills and abilities during the training period. As experience is gained and the ability to work independently is developed, an incumbent may be considered for promotion to the Probation Officer II level.

DISTINGUISHING CHARACTERISTICS

The duties of this position include routine, frequent counseling and monitoring of probationers (to include all populations such as juvenile, pretrial, misdemeanor and felony probationers, PRCS and MS), writing of reports and other duties as specifically directed by the Chief Probation Officer.

REPORTS TO:

Typically reports to the Chief Probation Officer or Senior Deputy Probation Officer.

CLASSIFICATIONS SUPERVISED:

None.

EXAMPLES OF DUTIES – Duties may include, but are not limited to, the following:

Under close supervision performs some or all the following:

- Counseling and guiding probationers.
- Assures that terms and conditions of probation are complied with.
- Assesses clients' needs and develops treatment plans designed to achieve rehabilitation.
- Advises parents, school authorities and social organizations regarding the progress and needs of probationers.
- Assists in conducting presentencing investigations.
- Prepares petitions, court reports and social case histories and makes recommendations for rehabilitation programs.
- Counsel's juveniles.
- Makes periodic reports to the Court on the progress, development and needs of probationers.
- May recommend dismissal of cases when satisfactory restitution has been achieved.
- Performs delinquency prevention duties including crisis intervention, counseling, and working with local community groups.

- Transports in-custody minors to placement or to Court.

MINIMUM QUALIFICATIONS

The successful candidate would possess a combination of the following related education and experience in the law enforcement field as follows:

- High school education
- College education
- Progressively responsible related experience including juvenile hall, jail and probation employment.

In addition, the successful candidate should possess the following knowledge and special skills:

Knowledge of:

- Basic principles of applied psychology
- Interviewing techniques
- Federal, state, and local laws
- Court procedures affecting probation work.

Ability to:

- Communicate effectively both in writing and verbally.
- Perform duties under pressure and with many interruptions.
- Organize workload and set priorities.
- Meet the public with tact and courtesy.
- Establish & maintain cooperative working relationships.

Special Skills:

- Good communication skills
- Good writing skills
- Higher education, training, or specialized courses
- Public relations or supervision experience
- Achievements or awards related to work.

This class specification lists the major duties and requirements for this position and is not an all-inclusive list. Employees in this position may be expected to perform additional job duties related to those set out above and to the types of activities and functions of the employing department and may be required to have additional job-related knowledge and skills.

Education:

Completion of the educational training outlined in California Codes for Probation Officers Specifically:

- 832 P.C. within 90 days of hiring - S.T.C. Probation Officer
Core Course within the first year of hiring

Training and Experience:

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying.

Other Requirements:

- Possession of a valid driver's license at the time of application and maintained throughout employment is a requirement for hiring.
- Passing a thorough background check and a psychological evaluation is a requirement for hiring.

TYPICAL WORKING CONDITIONS:

Work is performed in both an office environment as well as outside of the office environment. Frequent driving is required for school, employment and home visits.

TYPICAL PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must be able to remain in a stationary position 50% of time, move, traverse, and position self to move and reach while performing office duties. Move and/or position objects weighing up to 25 pounds. Constantly operate a computer and other office productivity machinery such as a calculator, copy machine and computer printer. Must be able to effectively communicate and converse with others, read, and write, and operate office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information, enter/retrieve data, and recognize characters on a computer screen. Tasks may involve extended periods of time at a keyboard or workstation.

Sierra County is an Equal Opportunity Employer

Sierra County employees and volunteers are deemed Disaster Service Workers pursuant to California Government Code Section 3101.

I. ESSENTIAL FUNCTIONS (ADA)									
PHYSICAL REQUIREMENTS:									
Frequency: <i>This factor includes the frequency to which the task appears while performing the overall job.</i> A = Rarely (once or twice, or never performed) E = Daily (from 0-1 hour per day) B = Seldom (on a quarterly to yearly basis) F = Daily (from 1-4 hours per day) C = Occasionally (on a monthly/bi-monthly basis) G = Daily (from 4-8 hours per day) D = Frequently (on a weekly basis)									
ACTIVITY			FREQUENCY						
			A	B	C	D	E	F	G
1.	CLIMBING	Ascending or descending ladders, stairs, scaffolding, ramps, poles and the like using feet and legs and/or hands and arms.			X				
2.	STOOPING	Bending body downward and forward by bending spine at waist.			X				
3.	KNEELING	Bending legs at knee to come to rest on a knee or knees.			X				
4.	CROUCHING	Bending the body downward and forward by bending legs and spine.			X				
5.	CRAWLING	Moving about on hands and knees or hands and feet.			X				
6.	REACHING	Extending hand(s) and arm(s) in any direction.			X				
7.	STANDING	Standing for long periods of time.		X					
8.	WALKING	Moving about on foot.				X			
9.	SITTING	Sits for extended periods of time.						X	
10.	PUSHING	Using upper extremities to press against something with steady force to thrust forward, downward, or outward.	X						
11.	PULLING	Using upper extremities to exert force to draw, drag, haul or tug objects in a sustained motion.	X						
12.	FINGER DEXTERITY	Picking, pinching, typing or otherwise primarily working with fingers rather than the whole hand or arm.					X		
13.	GRASPING	Applying pressure to an object with the fingers and palm.					X		
14.	FEELING	Perceiving attributes of objects, such as size, shape, temperature, and texture by touching with skin.			X				
15.	TALKING	Expressing or exchanging ideas by means of the spoken word.						X	

16	HEARING	Receive detailed information through oral communication.						X	
17	BALANCING	Maintaining body equilibrium to prevent falling when walking, standing, or crouching on narrow, slippery or erratically moving surfaces. (Exceeds that needed for ordinary locomotion and maintenance of body equilibrium)					X		

II. ESSENTIAL FUNCTIONS (ADA)

VISUAL REQUIREMENTS:

Frequency: *This factor includes the frequency to which the task appears while performing the overall job.*

A = Rarely (once or twice, or never performed)
day)

E = Daily (from 0-1 hour per

B = Seldom (on a quarterly to yearly basis)
F = Daily (from 1-4 hours per day)

C = Occasionally (on a monthly/bi-monthly basis)

G = Daily (from 4-8 hours per day)

D = Frequently (on a weekly basis)

ACTIVITY		FREQUENCY						
		A	B	C	D	E	F	G
1.	Work performed requires the ability to see distances under 12 inches.						X	
2.	Work performed requires the ability to see at arm's length.							X
3.	Work performed requires the ability to see distances over 20 feet.						X	
4.	Work performed requires the use of both eyes (field of vision.)						X	
5.	Work performed requires the ability to distinguish basic colors.						X	
6.	Work performed requires the ability to distinguish shades of color.					X		
7.	Work performed requires depth perception.						X	

OTHER FUNCTIONAL REQUIREMENTS:

ACTIVITY		FREQUENCY						
		A	B	C	D	E	F	G
1.	Operates truck, tractor, motor vehicle, forklift, or other moving equipment						X	
2.	Repetitive use of foot control. right only							

	left only							
	both						X	
3.	Repetitive use of hands. right only							
	left only							
	both						X	

III. ESSENTIAL FUNCTIONS (ADA)								
WORKING CONDITIONS:								
Frequency: <i>This factor includes the frequency to which the task appears while performing the overall job.</i> A = Rarely (once or twice, or never performed) B = Seldom (on a quarterly to yearly basis) C = Occasionally (on a monthly/bi-monthly basis) D = Frequently (on a weekly basis) E = Daily (from 0-1 hour per day) F = Daily (from 1-4 hours per day) G = Daily (from 4-8 hours per day)								
ACTIVITY		FREQUENCY						
		A	B	C	D	E	F	G
1.	Works outside in various types of weather.			X				
2.	Works inside.							X
3.	Works in extreme cold, below 32 degrees F, for more than one hour.	X						
4.	Works in extreme heat, above 100 degrees F, for more than one hour.	X						
5.	Worker is subject to vibration (oscillating movements of the extremities or whole body).						X	
6.	Works in excessive humidity.	X						
7.	Works in a dry atmosphere.	X						
8.	Works in environment with constant noise (to cause worker to shout to be heard).	X						
9.	Exposed to dust.			X				
10.	Exposed to silica.	X						

11.	Exposed to fumes, smoke, or gases (anesthetic gases, ethylene oxide, etc.)	X						
12.	Exposed to grease and oils (air and skin exposure).	X						
13.	Exposed to electrical energy.	X						
14.	Exposed to pesticides.	X						
15.	Exposed to solvents or other chemicals. (Specify types of chemicals - air and/or skin exposure)	X						
16.	Works on slippery or uneven surfaces.	X						
17.	Works around machinery with moving parts or stationary equipment.	X						
18.	Works around moving objects or vehicles.		X					
19.	Works on ladders or scaffolding.	X						
20.	Works below ground.	X						
21.	Works with hands in water.	X						
22.	Works in confined spaces.	X						
23.	Other - specify							

IV. ESSENTIAL FUNCTIONS (ADA)

PHYSICAL EXERTION:

ACTIVITY		WEIGHTS/HOURS PER DAY						
		Up to 10 lbs.	11-25 lbs.	26-50 lbs.	51-75 lbs.	76-100 lbs.	Over 100 lbs.	# hrs. per day
1.	LIFTING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
2.	CARRYING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
3.	PUSHING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
4.	PULLING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
5.	REACHING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
6.	OTHER(Specify)							

Reviewed by:

<u>Judi Behlke</u>	<u>5-28-2024</u>
Assistant Personnel Director	Date

Received and filed by:

<u>Deborah Foster</u>	<u>5-28-2024</u>
County Clerk	Date

**SIERRA COUNTY
Job Classification**

Class Title: Probation Officer II
Class Code: DSA
Status: Non-Exempt

DEFINITION

Probation Officer II is the intermediate working level class in the Probation Officer class series. Incumbents carry a diverse caseload with a great deal of independence.

DISTINGUISHING CHARACTERISTICS

The duties of this position include routine, frequent counseling and monitoring of probationers (to include all populations such as juvenile, pretrial, misdemeanor and felony probationers, PRCS and MS), writing of reports and other duties as generally directed by the Chief Probation Officer. The officer is to be armed at the direction of the Chief Probation Officer.

REPORTS TO:

Typically Reports to the Chief Probation Officer or Senior Deputy Probation Officer.

CLASSIFICATIONS SUPERVISED:

None

EXAMPLES OF DUTIES – Duties may include, but are not limited to, the following:

- Maintains a caseload involving the more difficult and complex probation problems.
- Conducts investigations.
- Interviews defendants, minors, parents, relatives, friends, school authorities, law enforcement officials, collateral agency representatives, victims and witnesses.
- Prepares and presents petitions, court reports and social case histories and recommendations for the Court.
- Conducts searches of probationers, their homes and their vehicles.
- Collects samples for drug and/or alcohol tests.
- Counsel's juveniles.
- Makes periodic reports to the Court on the progress, development and needs of probationers.
- May recommend dismissal of cases when satisfactory restitution has been achieved.
- Performs delinquency prevention duties including crisis intervention, counseling, and working with local community groups.
- Transports adults and minors to placement and/or to Court.

MINIMUM QUALIFICATIONS

The successful candidate would possess a combination of the following related education and experience in the law enforcement field as follows:

- High school education.
- College education.
- Progressively responsible related experience including juvenile hall, jail and probation employment.
- Professional certification (P.O. core course).

In addition, the successful candidate should possess the following knowledge and special skills:

Knowledge of:

- Basic principles of applied psychology.
- Interviewing techniques.
- Federal, state and local laws.
- Court procedures affecting probation work.

Ability to:

- Communicate effectively both in writing and verbally.
- Perform duties under pressure and with many interruptions.
- Organize workload and set priorities.
- Meet the public with tact and courtesy.
- Establish & maintain cooperative working relationships.

Special Skills:

- Good communication skills.
- Good writing skills.
- Higher education, training, or specialized courses.
- Public relations or supervision experience.
- Achievements or awards related to work.

This class specification lists the major duties and requirements for this position and is not an all-inclusive list. Employees in this position may be expected to perform additional job duties related to those set out above and to the types of activities and functions of the employing department and may be required to have additional job-related knowledge and skills.

Education:

Must have completed the educational training outlined in California Codes for Probation Officers Specifically:

- 832 P.C.
- S.T.C. Probation Officer Core Course

Training and Experience:

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying.

Other Requirements:

- Possession of a valid driver's license at the time of application and maintained throughout employment is a requirement for hiring.
- Passing a thorough background check and a psychological evaluation is a requirement for hiring.

TYPICAL WORKING CONDITIONS:

Work is performed in both an office environment as well as outside of the office environment. Frequent driving is required for school, employment and home visits.

TYPICAL PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must be able to remain in a stationary position 50% of time, move, traverse, and position self to move and reach while performing office duties. Move and/or position objects weighing up to 25 pounds. Constantly operate a computer and other office productivity machinery such as a calculator, copy machine and computer printer. Must be able to effectively communicate and converse with others, read, and write, and operate office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information, enter/retrieve data, and recognize characters on a computer screen. Tasks may involve extended periods of time at a keyboard or workstation.

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I. ESSENTIAL FUNCTIONS (ADA)									
PHYSICAL REQUIREMENTS:									
Frequency: <i>This factor includes the frequency to which the task appears while performing the overall job.</i> A = Rarely (once or twice, or never performed) E = Daily (from 0-1 hour per day) B = Seldom (on a quarterly to yearly basis) F = Daily (from 1-4 hours per day) C = Occasionally (on a monthly/bi-monthly basis) G = Daily (from 4-8 hours per day) D = Frequently (on a weekly basis)									
ACTIVITY			FREQUENCY						
			A	B	C	D	E	F	G
1.	CLIMBING	Ascending or descending ladders, stairs, scaffolding, ramps, poles and the like using feet and legs and/or hands and arms.			X				
2.	STOOPING	Bending body downward and forward by bending spine at waist.			X				
3.	KNEELING	Bending legs at knee to come to rest on a knee or knees.			X				
4.	CROUCHING	Bending the body downward and forward by bending legs and spine.			X				
5.	CRAWLING	Moving about on hands and knees or hands and feet.			X				
6.	REACHING	Extending hand(s) and arm(s) in any direction.			X				
7.	STANDING	Standing for long periods of time.		X					
8.	WALKING	Moving about on foot.				X			
9.	SITTING	Sits for extended periods of time.						X	
10.	PUSHING	Using upper extremities to press against something with steady force to thrust forward, downward, or outward.	X						
11.	PULLING	Using upper extremities to exert force to draw, drag, haul or tug objects in a sustained motion.	X						
12.	FINGER DEXTERITY	Picking, pinching, typing or otherwise primarily working with fingers rather than the whole hand or arm.					X		
13.	GRASPING	Applying pressure to an object with the fingers and palm.					X		
14.	FEELING	Perceiving attributes of objects, such as size, shape, temperature, and texture by touching with skin.			X				
15.	TALKING	Expressing or exchanging ideas by means of the spoken word.						X	

16	HEARING	Receive detailed information through oral communication.						X	
17	BALANCING	Maintaining body equilibrium to prevent falling when walking, standing, or crouching on narrow, slippery or erratically moving surfaces. (Exceeds that needed for ordinary locomotion and maintenance of body equilibrium)					X		

II. ESSENTIAL FUNCTIONS (ADA)

VISUAL REQUIREMENTS:

Frequency: *This factor includes the frequency to which the task appears while performing the overall job.*

A = Rarely (once or twice, or never performed)
day)

E = Daily (from 0-1 hour per

B = Seldom (on a quarterly to yearly basis)
F = Daily (from 1-4 hours per day)

C = Occasionally (on a monthly/bi-monthly basis)

G = Daily (from 4-8 hours per day)

D = Frequently (on a weekly basis)

ACTIVITY		FREQUENCY						
		A	B	C	D	E	F	G
1.	Work performed requires the ability to see distances under 12 inches.						X	
2.	Work performed requires the ability to see at arm's length.							X
3.	Work performed requires the ability to see distances over 20 feet.						X	
4.	Work performed requires the use of both eyes (field of vision.)						X	
5.	Work performed requires the ability to distinguish basic colors.						X	
6.	Work performed requires the ability to distinguish shades of color.					X		
7.	Work performed requires depth perception.						X	

OTHER FUNCTIONAL REQUIREMENTS:

ACTIVITY		FREQUENCY						
		A	B	C	D	E	F	G
1.	Operates truck, tractor, motor vehicle, forklift, or other moving equipment						X	
2.	Repetitive use of foot control. right only							

	left only							
	both						X	
3.	Repetitive use of hands. right only							
	left only							
	both						X	

III. ESSENTIAL FUNCTIONS (ADA)

WORKING CONDITIONS:

Frequency: This factor includes the frequency to which the task appears while performing the overall job.

A = Rarely (once or twice, or never performed) **E** = Daily (from 0-1 hour per day)
B = Seldom (on a quarterly to yearly basis) **F** = Daily (from 1-4 hours per day)
C = Occasionally (on a monthly/bi-monthly basis) **G** = Daily (from 4-8 hours per day)
D = Frequently (on a weekly basis)

ACTIVITY		FREQUENCY						
		A	B	C	D	E	F	G
1.	Works outside in various types of weather.			X				
2.	Works inside.							X
3.	Works in extreme cold, below 32 degrees F, for more than one hour.	X						
4.	Works in extreme heat, above 100 degrees F, for more than one hour.	X						
5.	Worker is subject to vibration (oscillating movements of the extremities or whole body).						X	
6.	Works in excessive humidity.	X						
7.	Works in a dry atmosphere.	X						
8.	Works in environment with constant noise (to cause worker to shout to be heard).	X						
9.	Exposed to dust.			X				
10.	Exposed to silica.	X						

11.	Exposed to fumes, smoke, or gases (anesthetic gases, ethylene oxide, etc.)	X						
12.	Exposed to grease and oils (air and skin exposure).	X						
13.	Exposed to electrical energy.	X						
14.	Exposed to pesticides.	X						
15.	Exposed to solvents or other chemicals. (Specify types of chemicals - air and/or skin exposure)	X						
16.	Works on slippery or uneven surfaces.	X						
17.	Works around machinery with moving parts or stationary equipment.	X						
18.	Works around moving objects or vehicles.		X					
19.	Works on ladders or scaffolding.	X						
20.	Works below ground.	X						
21.	Works with hands in water.	X						
22.	Works in confined spaces.	X						
23.	Other - specify							

IV. ESSENTIAL FUNCTIONS (ADA)

PHYSICAL EXERTION:

ACTIVITY		WEIGHTS/HOURS PER DAY						
		Up to 10 lbs.	11-25 lbs.	26-50 lbs.	51-75 lbs.	76-100 lbs.	Over 100 lbs.	# hrs. per day
1.	LIFTING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
2.	CARRYING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
3.	PUSHING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
4.	PULLING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
5.	REACHING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
6.	OTHER(Specify)							

Reviewed by:

<u>Judi Behlke</u>	<u>5-28-2024</u>
Assistant Personnel Director	Date

Received and filed by:

<u>Deborah Foster</u>	<u>5-28-2024</u>
County Clerk	Date

SIERRA COUNTY Job Classification

Class Title: Probation Officer III

Class Code: DSA

Status: Non-Exempt

DEFINITION

Probation Officer III is the journeyman working level class in the Probation Officer class series. Incumbents carry a diverse caseload with a great deal of independence and works unsupervised with little or no instructions from superiors.

DISTINGUISHING CHARACTERISTICS

The incumbent works with considerable independence and the duties of this position include routine, frequent counseling and monitoring of probationers (to include all populations such as juvenile, pretrial, misdemeanant and felony probationers, PRCS and MS), writing of reports and other duties as generally directed by the Chief Probation Officer. The officer is to be armed at the direction of the Chief Probation Officer.

REPORTS TO:

Typically reports to the Chief Probation Officer or Senior Deputy Probation Officer.

CLASSIFICATIONS SUPERVISED:

Advisor to Deputy Probation Officers I and II.

EXAMPLES OF DUTIES – Duties may include, but are not limited to, the following:

Under little or no supervision performs some or all the following:

- Maintains a caseload involving the more difficult and complex probation problems.
- Conducts investigations.
- Interviews defendants, minors, parents, relatives, friends, school authorities, law enforcement officials, collateral agency representatives, victims, and witnesses.
- Prepares and presents petitions, court reports and social case histories and recommendations for the Court.
- Conducts searches of probationers, their homes, and their vehicles.
- Collects samples for drug and/or alcohol tests.
- Counsel's juveniles.
- Makes periodic reports to the Court on the progress, development and needs of probationers.
- Recommends dismissal of cases when satisfactory restitution has been achieved.
- Performs delinquency prevention duties including crisis intervention, counseling, and working with local community groups.
- Transports adults and minors to placement, services, custody and/ or to Court.

MINIMUM QUALIFICATIONS

The successful candidate would possess a combination of the following related education and experience in the law enforcement field as follows:

- College education in related field.
- Graduate degree in a related field.
- Substantial progressively responsible related experience including juvenile hall, jail, and probation employment.
- Professional certification (P.O. core course).

In addition, the successful candidate should possess the following knowledge and special skills:

Knowledge of:

- Basic principles of applied psychology.
- Interviewing techniques.
- Federal, state, and local laws.
- Court procedures affecting probation work.

Ability to:

- Communicate effectively both in writing and verbally.
- Perform duties under pressure and with many interruptions.
- Organize workload and set priorities.
- Meet the public with tact and courtesy.
- Establish & maintain cooperative working relationships.

Special Skills:

- Good communication skills.
- Good writing skills.
- Higher education, training, or specialized courses.
- Public relations or supervision experience.
- Achievements or awards related to work.

This class specification lists the major duties and requirements for this position and is not an all-inclusive list. Employees in this position may be expected to perform additional job duties related to those set out above and to the types of activities and functions of the employing department and may be required to have additional job-related knowledge and skills.

Education:

Must have completed the educational training outlined in California Codes for Probation Officers Specifically:

- 832 P.C.
- S.T.C. Probation Officer Core Course

Training and Experience:

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying.

Other Requirements:

- Possession of a valid driver's license at the time of application and maintained throughout employment is a requirement for hiring.
- Passing a thorough background check and a psychological evaluation is a requirement for hiring.

TYPICAL WORKING CONDITIONS:

Work is performed in both an office environment as well as outside of the office environment. Frequent driving is required for school, employment and home visits.

TYPICAL PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must be able to remain in a stationary position 50% of time, move, traverse, and position self to move and reach while performing office duties. Move and/or position objects weighing up to 25 pounds. Constantly operate a computer and other office productivity machinery such as a calculator, copy machine and computer printer. Must be able to effectively communicate and converse with others, read, and write, and operate office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information, enter/retrieve data, and recognize characters on a computer screen. Tasks may involve extended periods of time at a keyboard or workstation.

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Sierra County employees and volunteers are deemed Disaster Service Workers pursuant to California Government Code Section 3101.

I. ESSENTIAL FUNCTIONS (ADA)									
PHYSICAL REQUIREMENTS:									
Frequency: <i>This factor includes the frequency to which the task appears while performing the overall job.</i> A = Rarely (once or twice, or never performed) E = Daily (from 0-1 hour per day) B = Seldom (on a quarterly to yearly basis) F = Daily (from 1-4 hours per day) C = Occasionally (on a monthly/bi-monthly basis) G = Daily (from 4-8 hours per day) D = Frequently (on a weekly basis)									
ACTIVITY			FREQUENCY						
			A	B	C	D	E	F	G
1.	CLIMBING	Ascending or descending ladders, stairs, scaffolding, ramps, poles and the like using feet and legs and/or hands and arms.			X				
2.	STOOPING	Bending body downward and forward by bending spine at waist.			X				
3.	KNEELING	Bending legs at knee to come to rest on a knee or knees.			X				
4.	CROUCHING	Bending the body downward and forward by bending legs and spine.			X				
5.	CRAWLING	Moving about on hands and knees or hands and feet.			X				
6.	REACHING	Extending hand(s) and arm(s) in any direction.			X				
7.	STANDING	Standing for long periods of time.		X					
8.	WALKING	Moving about on foot.				X			
9.	SITTING	Sits for extended periods of time.						X	
10.	PUSHING	Using upper extremities to press against something with steady force to thrust forward, downward, or outward.	X						
11.	PULLING	Using upper extremities to exert force to draw, drag, haul or tug objects in a sustained motion.	X						
12.	FINGER DEXTERITY	Picking, pinching, typing or otherwise primarily working with fingers rather than the whole hand or arm.					X		
13.	GRASPING	Applying pressure to an object with the fingers and palm.					X		
14.	FEELING	Perceiving attributes of objects, such as size, shape, temperature, and texture by touching with skin.			X				
15.	TALKING	Expressing or exchanging ideas by means of the spoken word.						X	

16.	HEARING	Receive detailed information through oral communication.						X	
17.	BALANCING	Maintaining body equilibrium to prevent falling when walking, standing, or crouching on narrow, slippery or erratically moving surfaces. (Exceeds that needed for ordinary locomotion and maintenance of body equilibrium)					X		

II. ESSENTIAL FUNCTIONS (ADA)

VISUAL REQUIREMENTS:

Frequency: *This factor includes the frequency to which the task appears while performing the overall job.*

A = Rarely (once or twice, or never performed)
B = Seldom (on a quarterly to yearly basis)

E = Daily (from 0-1 hour per day)

C = Occasionally (on a monthly/bi-monthly basis)

F = Daily (from 1-4 hours per day)

D = Frequently (on a weekly basis)

G = Daily (from 4-8 hours per day)

ACTIVITY		FREQUENCY						
		A	B	C	D	E	F	G
1.	Work performed requires the ability to see distances under 12 inches.						X	
2.	Work performed requires the ability to see at arm's length.							X
3.	Work performed requires the ability to see distances over 20 feet.						X	
4.	Work performed requires the use of both eyes (field of vision.)						X	
5.	Work performed requires the ability to distinguish basic colors.						X	
6.	Work performed requires the ability to distinguish shades of color.					X		
7.	Work performed requires depth perception.						X	

OTHER FUNCTIONAL REQUIREMENTS:

ACTIVITY		FREQUENCY						
		A	B	C	D	E	F	G
1.	Operates truck, tractor, motor vehicle, forklift, or other moving equipment						X	
2.	Repetitive use of foot control. right only							

	left only							
	both						X	
3.	Repetitive use of hands. right only							
	left only							
	both						X	

III. ESSENTIAL FUNCTIONS (ADA)

WORKING CONDITIONS:

Frequency: *This factor includes the frequency to which the task appears while performing the overall job.*

A = Rarely (once or twice, or never performed)

E = Daily (from 0-1 hour per day)

B = Seldom (on a quarterly to yearly basis)

F = Daily (from 1-4 hours per day)

C = Occasionally (on a monthly/bi-monthly basis)

G = Daily (from 4-8 hours per day)

D = Frequently (on a weekly basis)

ACTIVITY		FREQUENCY						
		A	B	C	D	E	F	G
1.	Works outside in various types of weather.			X				
2.	Works inside.							X
3.	Works in extreme cold, below 32 degrees F, for more than one hour.	X						
4.	Works in extreme heat, above 100 degrees F, for more than one hour.	X						
5.	Worker is subject to vibration (oscillating movements of the extremities or whole body).						X	
6.	Works in excessive humidity.	X						
7.	Works in a dry atmosphere.	X						
8.	Works in environment with constant noise (to cause worker to shout to be heard).	X						
9.	Exposed to dust.			X				
10.	Exposed to silica.	X						

11.	Exposed to fumes, smoke, or gases (anesthetic gases, ethylene oxide, etc.)	X						
12.	Exposed to grease and oils (air and skin exposure).	X						
13.	Exposed to electrical energy.	X						
14.	Exposed to pesticides.	X						
15.	Exposed to solvents or other chemicals. (Specify types of chemicals - air and/or skin exposure)	X						
16.	Works on slippery or uneven surfaces.	X						
17.	Works around machinery with moving parts or stationary equipment.	X						
18.	Works around moving objects or vehicles.		X					
19.	Works on ladders or scaffolding.	X						
20.	Works below ground.	X						
21.	Works with hands in water.	X						
22.	Works in confined spaces.	X						
23.	Other - specify							

IV. ESSENTIAL FUNCTIONS (ADA)

PHYSICAL EXERTION:

ACTIVITY		WEIGHTS/HOURS PER DAY						
		Up to 10 lbs.	11-25 lbs.	26-50 lbs.	51-75 lbs.	76-100 lbs.	Over 100 lbs.	# hrs. per day
1.	LIFTING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
2.	CARRYING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
3.	PUSHING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
4.	PULLING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
5.	REACHING	Daily	Daily	Occasionally	Rarely	Rarely	Rarely	
6.	OTHER(Specify)							

Reviewed by:

<u>Judi Behlke</u>	<u>5-28-2024</u>
Assistant Personnel Director	Date

Received and filed by:

<u>Deborah Foster</u>	<u>5-28-2024</u>
County Clerk	Date

**SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

MEETING DATE: 02/03/2026 DEPARTMENT: Probation PHONE NUMBER: 530-289-3277 REQUESTED BY: Charles Henson, Chief Probation Officer	TYPE OF AGENDA ITEM: ☒ REGULAR ☐ CONSENT ☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION ☐ MEMO ☒ AGREEMENT OTHER _____
AGENDA ITEM: Memorandum of Understanding (MOU) between Tuolumne County and the County of Sierra for the placement of detained juveniles at The Mother Lode Juvenile Detention Facility from February 3, 2026, through June 30, 2028, with two additional one-year periods through June 30, 2030, in an amount not to exceed \$182,500 per Fiscal Year.	
BACKGROUND INFORMATION: The Mother Lode Juvenile Detention Facility provides a higher level of supervision such as Steps to Success (Camp), and Secure Youth Treatment Facility (SYTF).	
FUNDING SOURCE: YOBG/JJCPA GENERAL FUND IMPACT: NO	OTHER FUND: AMOUNT: \$ _____ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES ☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☐ YES ☒ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES ☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: ☐ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

_____ CLERK OF THE BOARD	02/03/2026 DATE
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1. MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE
AND
THE COUNTY OF SIERRA
FOR
THE PLACEMENT OF SIERRA COUNTY DETAINED JUVENILES
AT THE MOTHER LODGE REGIONAL JUVENILE DETENTION FACILITY.**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 3rd day of February, 2026, by and between the County of Tuolumne, a political subdivision of the State of California (“County”), and the County of Sierra, a political subdivision of the State of California (“Agency”).

2. WITNESSETH

WHEREAS, the County has established a juvenile facility designed for the reception and temporary care of juveniles pursuant to Title 15 of the California Code of Regulations and in accordance with applicable provisions of the California Welfare and Institutions Code; and

WHEREAS, the Agency wishes to house juveniles detained in the County’s Mother Lode Regional Juvenile Detention Facility (“Facility”) and the County wishes to provide available beds to the Agency, as needed and available.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

3. PURPOSE

The purpose of this MOU is for the County to provide secure detention beds to the Agency, as available, at the Mother Lode Regional Juvenile Detention Facility, located at 12784 Justice Center Drive, Sonora, CA 95370.

4. TERM

The term of this MOU shall commence on the execution date first herein written above and terminate on June 30, 2028, unless extended as provided by this MOU.

This MOU may be extended for up to two (2) additional one (1) year periods, through June 30, 2030, by written amendment signed by both parties.

5. SERVICES

- a. The County shall provide beds in its Facility for the Agency to utilize as needed if beds are available. The beds will be provided on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.
- b. All Agency juveniles accepted for placement and housed in the Facility shall receive the same accommodations and services as provided to Tuolumne County juveniles in accordance with federal, state, and local laws and regulations. Such services shall include facilitation of appropriate educational services, medical care, preventative dental care, and mental health care. Dental care beyond preventative care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies if detention is prolonged.
- c. The County may provide emergency medical services without prior authorization from the Agency.
- d. Agency juveniles are not eligible to participate, and therefore will not participate, in the Tuolumne County Children's System of Care program and/or its equivalent.

1. PAYMENT

- a. Board and Care: The Agency shall pay the County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates, in an amount not to exceed \$182,500 per fiscal year:
 - i. \$250.00 per day per bed on a space available basis, invoiced monthly for youth presenting a lower level of supervision needs requiring standard facility care. This rate is applicable for general detention beds and Steps to Success (Camp) commitments requiring standard facility level of care. Acceptance of youth requiring standard facility level of care will be on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.
 - ii. \$500.00 per day per bed on a space available basis, invoiced monthly for youth presenting a higher level of supervision needs or requiring specialized care due to behavioral, mental health, or other identified risk factors identified by either party. This rate is applicable for general detention beds and Steps to Success (Camp) commitments requiring higher level of supervision. Acceptance of youth requiring higher level of supervision will be on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.

- iii. \$500.00 per day per bed on a space available basis, invoiced monthly for court ordered Secure Youth Treatment Facility (“SYTF”) youth. Acceptance of SYTF youth will be at the sole discretion of the County’s Chief Probation Officer and is contingent upon facility staffing, needs of the SYTF youth, and associated risks.
 - iv. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency’s juveniles placed in the County’s Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
 - v. Rates are subject to change by the County’s Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.
- b. Legal Services: The Agency shall be solely responsible to make certain that those juveniles detained in the Facility by order of the Agency’s Juvenile Court receive all legal services required by applicable law.
 - c. Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceedings is initiated by or on behalf of any Agency juveniles placed in the Facility, the Agency shall be fully responsible to defend this writ and shall defend, indemnify, and hold harmless the County, its elected representatives, officers, employees, volunteers and agents from all costs, damages, claims and allegations associated in any way with such a writ.
 - d. Medical and Psychological Services: The Agency shall pay for or reimburse the County for the actual costs of any necessary surgical/medical/psychological, dental care, prescription medications or mental health care required by an Agency juvenile placed at the Facility under this MOU. To the extent permitted by law, the County is hereby authorized, without the need for any further authorization by the Agency, to obtain such emergency medical, dental, and mental health care for Agency juveniles housed at the Facility as determined necessary by the appropriate providers of these services at the Facility. All other medical, dental, and mental health care services shall also be the financial responsibility of the Agency but are subject to pre-authorization by the Agency Chief Probation Officer, or his or her designee.
 - e. Education: The Agency shall reimburse the County for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate.

- f. **Billing and Payments:** The Agency shall pay the County within thirty (30) days after receiving notice of payment due. Payment shall be made out to the Tuolumne County Probation Department and mailed to:

Tuolumne County Probation Department
Attention: Public Safety Administrative Manager
465 South Washington Street
Sonora, CA 95370

2. **TRANSPORTATION.**

- a. The Agency shall be responsible for providing transportation of the juveniles between Sierra County and the Facility. In the event the Agency fails to provide transportation for a juvenile from the Facility to Sierra County within the time frame requested by the County, then the County shall transport the juvenile to Sierra County and the Agency shall be responsible for payment of all costs incurred by the County for such transportation. If the County must transport more than one juvenile back to Sierra County within a single month because of the Agency's failure to timely provide for such transportation, the County may elect to immediately terminate this MOU and require the Agency to promptly remove all of its juveniles housed at the Facility.
- b. The County shall provide routine transportation for each Agency juvenile for the purposes of medical, mental health, dental, or other appropriate care within Tuolumne County. The costs of such transportation are included in the per diem rate.

3. **REMOVAL OF JUVENILES.**

- a. The Agency shall promptly remove any juveniles placed in the Facility upon sole determination of the County's Chief Probation Officer, or his or her designee, if the effective operation of the Facility requires removal of the juvenile.

4. **COURT DOCUMENTATION.**

- a. The Agency shall be responsible for providing confirmed Court orders committing juveniles to the Facility, dispositional reports committing juveniles to the Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to the County's staff at the at the time of booking.

6. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

7. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

8. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

9. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations set forth in Parties shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to their performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Parties shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law, and any subsequent reporting requirements as directed by the State.

10. CONFIDENTIALITY

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety section 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

11. NON-DISCRIMINATION

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

12. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

13. NO THIRD PARTY BENEFICIARIES

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

14. INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

15. NOTICE

Any and all notices, reports or other communications to be given to County or Agency shall be given to the persons representing the respective parties at the following addresses:

AGENCY:

Charles W. Henson, Chief Probation Officer

County of Sierra

100 Court House Square

Downieville, CA 95936

(530) 289-3277

COUNTY:

Dan Hawks, Chief Probation Officer

County of Tuolumne

2 South Green Street

Sonora, CA 95370

(209) 533-6500

16. PUBLIC RECORDS ACT

Agency is aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

17. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

18. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

19. DISPUTES

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

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 Tuolumne, State of California.

20. CAPTIONS

The captions of this MOU 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 MOU.

21. COUNTERPARTS

This MOU 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.

22. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU 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.

23. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

24. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

COUNTY OF TUOLUMNE:	COUNTY OF SIERRA:
By: Roger Root, County Administrative Officer	By: Paul Roen, Chair, Board of Supervisors
By: Dan Hawks, Chief Probation Officer	By: Charles W. Henson, Chief Probation Officer
APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM:
By: Christopher J. Schmidt, Acting County Counsel	By: Andrew Plett, County Counsel

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: Auditor PHONE NUMBER: 530-289-3273 REQUESTED BY: Tony Miller, Auditor	TYPE OF AGENDA ITEM: ☒ REGULAR☐ CONSENT☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION☒ MEMO ☐ AGREEMENTOTHER _____
AGENDA ITEM: Discussion/direction regarding a controlled, short-term financial systems reset to address structural weakness in the County's chart of accounts, treasury accounting, inter fund practices, and financial reporting processes to outline a path forward for selection and implementation of a modern enterprise resource planning (ERP) system.	
BACKGROUND INFORMATION: See attached Memo.	
FUNDING SOURCE: GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES☒ NO TYPE OF EMPLOYEE: NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☐ YES☒ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED☐ APPROVED AS AMENDED ☐ ADOPTED☐ ADOPTED AS AMENDED ☐ DENIED☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: AYES: ABSTAIN: NOES: ABSENT:	☐ BY CONSENSUS RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____
COMMENTS: 	

_____ CLERK OF THE BOARD	02/03/2026 _____ DATE
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MEMO:

Subject: Discussion/direction regarding a controlled, short-term financial systems reset to address structural weakness in the County's chart of accounts, treasury accounting, inter fund practices, and financial reporting processes to outline a path forward for selection and implementation of a modern enterprise resource planning (ERP) system.

Department: Audit, Tony Miller, Auditor

Background: To provide the Board with an overview of observed structural challenges in the County's accounting and financial reporting environment, to discuss a proposed short-term, controlled remediation approach, and to receive Board direction on proceeding with both (1) a 90–120 day financial systems reset supported by external expertise, and (2) development of a structured path toward selection and implementation of a modern Enterprise Resource Planning (ERP) system.

Executive Summary

Over time, the County's financial operations have grown in complexity through additional programs, funding sources, regulatory requirements, and reporting expectations, without a corresponding evolution in financial systems, structure, and financial control cadence. As a result, accounting practices have increasingly relied on workarounds, manual processes, and year-end adjustments to maintain operations and meet required reporting obligations.

While the County remains operational and solvent, management has identified opportunities to strengthen the reliability, transparency, and sustainability of financial reporting by addressing these structural issues in a deliberate and controlled manner. These challenges are systemic and cross-cutting in nature and are not attributable to any single department, function, or individual.

Staff is proposing a two-part strategy: (1) a short-term financial systems reset (90–120 days) focused on clarifying structure and normalizing accounting practices; and (2) a longer-term ERP modernization effort undertaken only after foundational issues are addressed.

Observed Common Themes

- Structural drift over time resulting in increased complexity
- Reliance on year-end correction rather than ongoing validation
- Use of manual workarounds and suspense-type mechanisms
- Limited alignment between current systems and operational needs
- Increasing governance, audit, and reporting expectations

Why Action Is Being Proposed Now

Financial and operational complexity has reached a point where incremental adjustments are no longer sufficient. Addressing these issues proactively reduces long-term risk,

improves governance and transparency, and ensures that any future ERP implementation does not embed existing structural challenges into a new system.

Proposed Strategy and Implementation Timeline

A. Short-Term Financial Systems Reset (90–120 days)

Management proposes a defined, time-limited financial systems reset focused on stabilizing and clarifying the County's accounting foundation. This effort would emphasize structural improvements rather than transactional rework and would be supported by temporary external accounting expertise to accelerate progress while minimizing disruption to day-to-day operations.

Key focus areas would include:

- Clarifying and standardizing accounting structure and chart of accounts usage
- Reducing reliance on manual workarounds and suspense-type mechanisms
- Establishing a phased, government-appropriate monthly financial control cadence
- Documenting core accounting, interfund, and financial reporting policies

This reset would be undertaken in advance of major system changes to ensure that foundational practices are stabilized before modernization efforts proceed.

B. Chart of Accounts Stabilization and Budget Alignment

As part of the reset effort, management anticipates implementing a streamlined and standardized chart of accounts in time for use during preparation of the FY 2026–27 budget. Aligning the revised structure with the budget development cycle will allow departments to plan and budget using the new framework, improving consistency and transparency across the organization.

The revised chart of accounts would be fully established in the County's existing accounting system (MIP) effective July 1, 2026, providing a stable operating baseline for the fiscal year.

C. ERP Modernization

Following stabilization of accounting practices and structure, management would proceed with ERP modernization activities. This phase would include defining detailed business and accounting requirements, engaging departments and stakeholders, and developing a structured ERP selection and implementation roadmap aligned with County operations and governance expectations.

Subject to Board direction and vendor selection, the County would target ERP implementation activities in late 2026, with an anticipated system go-live in early 2027.

D. Sequencing and Governance

This phased approach is intended to ensure that modernization builds on a clean, well-governed foundation rather than embedding legacy workarounds into a new system. Sequencing the reset, chart of accounts stabilization, and ERP implementation in this

manner reduces implementation risk, improves long-term sustainability, and provides the Board with clear decision points and oversight throughout the process.

Governance and Oversight

The Board retains policy and oversight authority throughout this process. Management will execute within defined scope, provide progress updates at key milestones, and return to the Board for additional direction or approval as appropriate. No changes to legal fund restrictions or spending authority will occur without Board approval.

What This Item Does Not Do

This item does not allege misconduct, require restatement of previously audited financial statements, approve a specific vendor, or commit the County to an ERP purchase at this time.

Requested Board Action

Staff requests Board discussion and direction regarding proceeding with the short-term financial systems reset, utilizing temporary external accounting expertise, sequencing ERP modernization appropriately, and returning to the Board with a detailed implementation plan and defined checkpoints.

Conclusion

This proactive and structured approach is intended to strengthen the County's financial foundation, improve reliability and transparency in financial reporting, and position the organization for sustainable long-term governance and modernization.

**SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

MEETING DATE: February 3, 2026 DEPARTMENT: Behavioral Health Department PHONE NUMBER: 530-993-6717 REQUESTED BY: Sheryll Prinz-McMillian, Director	TYPE OF AGENDA ITEM: ☒ REGULAR ☐ CONSENT ☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION ☒ MEMO ☐ AGREEMENT OTHER _____
AGENDA ITEM: Discussion/authorization for the use of clothing and gear for the Mobile Crisis Responders in the Behavioral Health Department.	
BACKGROUND INFORMATION: See memo	
FUNDING SOURCE: 0515670 GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: NA AMOUNT: \$ NA N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES ☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES ☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES ☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: ☐ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

_____ CLERK OF THE BOARD	02/03/2026 DATE
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Memorandum

To: Sierra County Board of Supervisors

From: Sheryll Prinz-McMillan

Reference: Agenda Item

Date of Memo: 1/24/2026

Date of Board Meeting: 2/3/2026

Requested Action: Discussion and authorization for the use of clothing/gear for the Mobile Crisis Responders in the Behavioral Health Department.

Mandated by: N/A

Funding

Budgeted? Yes X No

Revenue	\$ 0.0	
Expenses	\$ 0.0	
Difference	0	

Background Information:

The purpose is to establish review and approval with clear guidance on the issuance, use, care, replacement, and return of Mobile Crisis Gear for Certified Mobile Crisis Responders (MCRs). Mobile Crisis Gear is designed to enhance responder visibility, safety, and professionalism, ensuring that the public can readily identify MCRs as authorized Sierra County Behavioral Health (SCBH) personnel during crisis situations.

SCBH's Mobile Crisis Program relies on timely, safe, and professional field response. Standardized identifying apparel and equipment help ensure that responders are easily recognized by community members, partner agencies, and individuals in crisis. This procedure formalizes expectations for the distribution, appropriate use, and maintenance of Mobile Crisis Gear.

If approved, Mobile Crisis Gear will be issued to Certified Mobile Crisis Responders for official use during crisis response activities, follow-up visits, outreach, and approved representation of SCBH. All items remain the property of Sierra County Behavioral Health.

Each Certified Mobile Crisis Responder will be issued the following items:

- One (1) SCBH Wellness–branded hat
- Two (2) SCBH Wellness–branded polo shirts
- One (1) SCBH Wellness–branded fleece jacket
- One (1) backpack for storing gear and equipment

All issued items will be logged at the time of distribution and documented.

MCRs must wear at least one piece of identifying apparel (hat, polo, or fleece) when responding to mobile crisis dispatches or conducting follow-up visits. The County Identification Badge must be visible at all times and worn with the approved SCBH Wellness lanyard.

Mobile Crisis Gear may be worn during the following activities:

- Active mobile crisis dispatch response
- Follow-up visits related to mobile crisis calls
- Internal or external mobile crisis training
- Community outreach and education events
- Representation of SCBH's mobile crisis program at conferences, meetings, or CCMU/DHCS events
- During working hours when on call for responding to crisis situations.

All Mobile Crisis Gear, including apparel, lanyards, and backpacks, is the property of Sierra County Behavioral Health. Items must be returned upon separation from employment or reassignment away from mobile crisis duties. The gear has been purchased so ongoing costs will/are budgeted and remain deminimis to the Behavioral Health Budget.

Alternatives or impacts of disapproval: Lengthening time in responding and not being properly identified in the community and during emergency situations.

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: Public Health PHONE NUMBER: (530) 993-6700 REQUESTED BY: Rhonda Grandi, Director	TYPE OF AGENDA ITEM: ☒ REGULAR☐ CONSENT☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION☒ MEMO ☒ AGREEMENTOTHER _____
AGENDA ITEM: Agreement between the County of Nevada and the County of Sierra for the provision of WIC (Women, Infants and Children) nutrition counseling, training, and technical assistance services in an amount not to exceed \$12,000 for the term October 1, 2025, through September 30, 2026.	
BACKGROUND INFORMATION: Please see attached memo.	
FUNDING SOURCE: 0515610 GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: 5630 AMOUNT: \$ 12,000 N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: AYES: ABSTAIN: NOES: ABSENT:	☐ BY CONSENSUS RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

CLERK OF THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors

From: Rhonda Grandi, Director

Reference: Agenda Item

Date of memo: January 16, 2026

Date of Board Meeting: February 3, 2026

Requested Action: Agreement between the County of Nevada and the County of Sierra for the provision of WIC (Women, Infants and Children) nutrition counseling, training, and technical assistance services in an amount not to exceed \$12,000 for the term October 1, 2025, through September 30, 2026.

Mandated by: According to the California WIC Policy & Procedure Manual (WPPM #130-00), each local agency must have on staff at least one Registered Dietitian (RD), a Competent Professional Authority (CPA) at each site, and a Breastfeeding Coordinator.

Funding

Budgeted? Yes **XX** No

Revenue	\$12,000	WIC
Expenses	\$12,000	WIC
Difference	0	

Background Information: Following the retirement of Sierra County's previously contracted dietitian, the County does not currently have in-house Registered Dietitian (RD) staffing to meet WIC program requirements for high-risk participant counseling and technical oversight. This agreement allows Sierra County to fulfill these state-mandated obligations while leveraging Nevada County's existing qualified personnel and expertise.

To maintain program continuity and compliance with WIC requirements, Sierra County proposes to enter into an agreement with Nevada County to provide the services of Degreed Nutritionists (DNs), Registered Dietitians (RDs), and International Board-Certified Lactation Consultants (IBCLCs). Under this agreement, Nevada County will provide services including participant education, nutrition counseling, therapeutic formula referrals, lactation consultant services, technical assistance and training, electronic data management system reporting, nutrition education coordination, staff training coordination, review and approval of the Continuous Quality Improvement Plan, and electronic scheduling.

Nevada County will furnish the required professional oversight and nutrition services to Sierra County's WIC program beneficiaries in accordance with all applicable state and federal statutes and contractual obligations.

This collaboration will ensure uninterrupted delivery of WIC services to Sierra County participants and maintain the County's compliance with the requirements of the State WIC contract.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: If this agreement is not approved, Sierra County will not have access to the Registered Dietitian (RD), Degreed Nutritionist (DN), and International Board-Certified Lactation Consultant (IBCLC) services required to meet the California Department of Public Health (CDPH) WIC Program standards. Without these qualified personnel, Sierra County's WIC program would be unable to provide required high-risk nutrition counseling, therapeutic formula oversight, or meet mandated program quality assurance and staff training requirements.

Failure to meet these obligations could result in noncompliance with the State WIC contract, potentially leading to program findings, corrective action requirements, or reductions in funding. In addition, the absence of these professional services would interrupt care for high-risk WIC participants, negatively impacting the County's ability to support the health and nutrition of local women, infants, and children.

AGREEMENT BETWEEN THE COUNTY OF NEVADA AND COUNTY OF SIERRA

This agreement is entered into between the County of Nevada, through the Nevada County Public Health Department, a political subdivision of the State of California, ("County"), and County of Sierra, through its Health and Human Services Agency, Public Health, a political subdivision of the State of California, ("Sierra"), (collectively, the "Parties" and individually a "Party"), for the purpose of County providing training and technical assistance to Sierra regarding California Women, Infants and Children's (WIC) regulations.

Section 1. RESPONSIBILITIES OF SIERRA

- A. Pursuant to the terms and conditions of this agreement, Sierra shall:
 - 1. Compensate County as prescribed in Sections 3 and 4 of this agreement.
 - 2. Provide County personnel with non-exclusive workspace, meeting room, office supplies, a telephone with access to long-distance calling, and a WIC-approved virtual meeting room (i.e. Zoom, Microsoft Teams) to be used when meeting with Sierra participants.
 - 3. Provide County personnel with access to the WIC data management system utilized for Sierra.
 - 4. Schedule Sierra WIC participants for nutrition counseling services and coordinate meeting times with County personnel.
 - 5. Attend WIC meetings and/or trainings, when needed.
 - 6. Obtain approval from State of California, Department of Public Health, WIC Program (State) for Sierra contract with County for services provided pursuant to this agreement and provide State's written approval to County prior to County continuing services pursuant to this agreement.

Section 2. RESPONSIBILITIES OF COUNTY

- A. Pursuant to the terms and conditions of this agreement, County shall:
 - 1. Assist Sierra WIC staff in the development, implementation, and/or evaluating the following CDPH defined roles and activities of Nutrition Education Coordinator, and Staff Training Coordinator:
 - a. A nutrition services plan development and implementation;
 - b. Ongoing quality assurance plan;
 - c. WIC Nutrition Assistant (WNA) training and certification process for staff;
Participant education teaching outlines; and
 - d. Protocols for participant education by non-registered dietitian staff.
 - 2. Provide direct, telephone, or approved online, nutrition counseling services by a County Public Health Nutritionist to high-risk Sierra WIC participants in need of Registered Dietitian (RD) or Degreed Nutritionist (DN) counseling.

3. Provide therapeutic formula referrals and follow-up to high-risk Sierra WIC participants by a DN or RD.
4. Provide the services of a DN and RD for the purpose of additional technical assistance and training, including but not limited to electronic data management system reports, nutrition education coordination (performed by an RD), staff training coordination, review and approval of a Continuous Quality Improvement Plan (performed by an RD) and electronic scheduling.
5. Provide International Board Certified Lactation Consultant (IBCLC) services.
6. Attend monthly Sierra County Staff meetings, via approved online platform, when appropriate and available.

Section 3. COMPENSATION

- A. Sierra shall compensate County for the services provided pursuant to this agreement at the current hourly rates (not to exceed \$135 with a maximum increase of 10% to account for possible collectively bargained cost of living increases) for County RD's, IBCLC's, and Degreed Nutritionists; salary and benefits including, but not limited to, overhead and per diem rates as are in effect on dates such costs were incurred. In addition, Sierra shall reimburse County any expenses incurred during the provisions of the services to Sierra pursuant to this agreement. Sierra shall reimburse County for mileage, lodging, and per diem at same rates established by the CA Department of Human Resources.
- B. In no event shall compensation paid by Sierra to County pursuant to this agreement exceed \$12,000 to County. County shall have no obligation to perform any services pursuant to this agreement if the compensation for those services would cause the contract maximum to be exceeded.

Section 4. BILLING AND PAYMENT

County shall submit to Sierra County Health and Human Services, [Address], quarterly, an invoice for services rendered. Sierra shall make payment within 60 days of receipt of County's invoice. For the purpose of effectuating compensation, this Section 4 shall survive the termination, expiration, or cancellation of this agreement.

Section 5. TERM OF AGREEMENT

This agreement shall commence on October 1, 2025 and shall end September 30, 2026.

Section 6. TERMINATION OF AGREEMENT

- A. If either Party materially fails to perform its responsibilities under this agreement, or if either Party fails to fulfill in a timely and professional manner its responsibilities under this agreement, or if either Party violates any of the terms or provisions of this agreement, then either Party shall have the right to terminate this agreement for cause effective immediately upon giving written notice thereof to the other Party. If termination for cause is given by either Party to the other Party and it is later determined that Party was not in default or the default was excusable, then

the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

- B. Either Party may terminate this agreement without cause on 30 days written notice to the other Party.
- C. Either Party may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. Either Party may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.
- E. County's right to terminate this agreement may be exercised by County Executive Officer or their designee, County's Public Health Director or their designee.
- F. Sierra County's right to terminate this agreement may be exercised by the Public Health Director or their designee.
- G. If this agreement is terminated, County shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Neither Party shall be entitled to no other benefits other than those specified herein. Both Parties specifically acknowledges that in entering into and executing this agreement, both Parties relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Sierra and the Public Health Director or their designee , provided that the amendment is in substantially the same format as the County's standard format amendment contained in the *Nevada County Contracts Manual (Administrative Policy 6-101)*.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

The waiver by either Party of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF EITHER PARTY

Nothing in this agreement is intended nor shall be construed to be an employer-employee relationship, a joint venture relationship, or to allow Sierra to exercise discretion or control over the professional manner in which County performs the work or services that are the subject matter of this agreement. Nothing in this agreement shall be construed to create an employment relationship between County and any employee of Sierra. Except as specifically provided for in this agreement, neither Party's employees shall be entitled to any employee benefits from the other Party.

Section 10. INDEMNIFICATION

Sierra shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' loss or injury, including death, or property loss or damage (including property of County) arising from or related to the services provided to Sierra pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Sierra shall also, at Sierra's own expense, defend County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement. The indemnification and defense obligations of this section are intended to be as broad as permitted by law. Sierra acknowledges that County is performing these services solely to accommodate Sierra's need to have training and technical assistance regarding California Women, Infants and Children's (WIC) regulations. It is the intent of this agreement that any costs, damages, judgments, decrees, expenses including, but not limited to, any litigation expenses of whatever nature will be paid by Sierra. This provision shall survive the termination expiration, or cancellation of this agreement.

Section 11. INSURANCE REQUIREMENTS

Without limiting the indemnification of either Party to this Agreement, each Party shall maintain or cause to be maintained the following insurance coverage: (1) a policy of Commercial General Liability with limits of liability of not less than \$2 million per claim or occurrence; (2) a policy of Workers' Compensation providing statutory coverage; and (3) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement. Each Party to this Agreement shall provide the other Party a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirements of this section may be satisfied by the provision of similar coverage through a participation in a self-insurance program.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

- A. If any claim for damages is filed with Sierra County or if any lawsuit is instituted concerning County's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Sierra shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Nevada County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Both Parties shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Both Parties shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Both Parties represent that they are in compliance with and agrees that both Parties shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. In addition to any other provisions of this agreement, Sierra shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Sierra's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of County and Sierra that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Sierra or County. Except where longer retention is required by federal or state law, Sierra shall maintain all records for five years after final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Both Parties shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Both Parties shall maintain records providing information that account for all funds and expenses related to the provision of

services provided pursuant to this agreement. Access to these records shall be provided to either Party during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by either Party, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

Both parties agree to maintain and preserve, until three (3) years after termination of 25-10225 and final payment from the CDPH/WIC Division to the Contractor, to permit the CDPH/WIC Division or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers, and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

Section 15. LICENSES AND PERMITS

Both Parties' officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Nevada, the County of Sierra, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement.

Section 16. CONFLICTS OF INTEREST

Both Parties' officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 17. NOTICES

- A. Except as provided in Section 6.C. and 6.D. of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Kathy Cahill
Public Health Director
500 Crown Point Circle, Suite 110
Grass Valley, CA 95945

If to Sierra: Rhonda Grandi
Public Health Director
PO Box 7
Loyalton, CA 96118

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 17.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notice on behalf of County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 18. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 19. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 20. CONFIDENTIALITY

Both Parties shall comply with, and require all employee, volunteers, agents, and officers to comply with the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 21. SCOPE AND OWNERSHIP OF WORK

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement.

Section 22. USE OF SIERRA PROPERTY

County shall not use Sierra premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of County's obligations under this agreement.

Section 23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (CUETA) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically

associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Sierra have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF NEVADA

By: 
Name: Alison Lehman
Title: Chief Executive Officer

Date: 12/19/2025

APPROVED AS TO FORM:
County Counsel

By: Jamie Hogenson, Deputy
Name: Jamie Hogenson, Deputy
Title: Deputy County Counsel

COUNTY OF SIERRA

By: _____
Name: Lee Adams, Chairman
Title: Sierra County Board of Supervisors

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Andrew Plett
Title: County Counsel

ATTEST:

By: _____
Name: Heather Foster
Title: Clerk of the Board

Sierra County HHSA Subcontract Draft CDPH + PH2

Final Audit Report

2025-12-19

Created:	2025-12-19 (Pacific Standard Time)
By:	Ashleigh Koski (Ashleigh.Koski@nevadacountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfzCA-bhIsbfvixLVounB05ITNZlpHbZG

"Sierra County HHSA Subcontract Draft CDPH + PH2" History

-  Document created by Ashleigh Koski (Ashleigh.Koski@nevadacountyca.gov)
2025-12-19 - 10:03:17 AM PST- IP address: 192.252.8.14
-  Document emailed to Shannon Molloy (shannon.molloy@nevadacountyca.gov) for delegation
2025-12-19 - 10:03:47 AM PST
-  Email viewed by Shannon Molloy (shannon.molloy@nevadacountyca.gov)
2025-12-19 - 10:04:28 AM PST- IP address: 192.252.8.14
-  Document signing delegated to Alison Lehman (alison.lehman@nevadacountyca.gov) by Shannon Molloy (shannon.molloy@nevadacountyca.gov)
2025-12-19 - 10:04:44 AM PST- IP address: 192.252.8.14
-  Document emailed to Alison Lehman (alison.lehman@nevadacountyca.gov) for signature
2025-12-19 - 10:04:44 AM PST
-  Email viewed by Alison Lehman (alison.lehman@nevadacountyca.gov)
2025-12-19 - 12:16:25 PM PST- IP address: 192.252.8.14
-  Document e-signed by Alison Lehman (alison.lehman@nevadacountyca.gov)
Signature Date: 2025-12-19 - 12:16:35 PM PST - Time Source: server- IP address: 192.252.8.14
-  Document emailed to County Counsel (county.counsel@nevadacountyca.gov) for delegation
2025-12-19 - 12:16:37 PM PST
-  Email viewed by County Counsel (county.counsel@nevadacountyca.gov)
2025-12-19 - 3:07:41 PM PST- IP address: 192.252.8.14
-  Document signing delegated to Jamie Hogenson (Jamie.Hogenson@nevadacountyca.gov) by County Counsel (county.counsel@nevadacountyca.gov)
2025-12-19 - 3:10:41 PM PST- IP address: 192.252.8.14



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Acrobat Sign

 Document emailed to Jamie Hogenson (Jamie.Hogenson@nevadacountyca.gov) for signature

2025-12-19 - 3:10:41 PM PST

 Email viewed by Jamie Hogenson (Jamie.Hogenson@nevadacountyca.gov)

2025-12-19 - 4:11:24 PM PST- IP address: 192.252.8.14

 Signer Jamie Hogenson (Jamie.Hogenson@nevadacountyca.gov) entered name at signing as Jamie Hogenson, Deputy

2025-12-19 - 4:12:45 PM PST- IP address: 192.252.8.14

 Document e-signed by Jamie Hogenson, Deputy (Jamie.Hogenson@nevadacountyca.gov)

Signature Date: 2025-12-19 - 4:12:48 PM PST - Time Source: server- IP address: 192.252.8.14

 Agreement completed.

2025-12-19 - 4:12:48 PM PST



**SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

MEETING DATE: 02/03/2026		TYPE OF AGENDA ITEM:	
DEPARTMENT: Planning		☒ REGULAR ☐ CONSENT ☐ TIMED	
PHONE NUMBER: (530) 289-3201		SUPPORTIVE DOCUMENT ATTACHED:	
REQUESTED BY: Brandon Pangman, Director		☐ RESOLUTION ☐ MEMO ☐ AGREEMENT OTHER _____	
AGENDA ITEM:			
Authorization to advertise and hire for the vacant Administrative Secretary position for the Planning Department in accordance with County personnel policies and procedures.			
BACKGROUND INFORMATION:			
This position is essential for departmental administrative and clerical operations. The vacancy has resulted in increased workload impacts on other departmental staff. Authorization to advertise and hire is requested to begin the recruitment process and restore administrative capacity within the department. This position is funded within the current fiscal year budget.			
FUNDING SOURCE:		OTHER FUND:	
GENERAL FUND IMPACT: NO ADDITIONAL		AMOUNT: \$ N/A	
ARE ADDITIONAL PERSONNEL REQUIRED?		IS THIS ITEM ALLOCATED IN THE BUDGET?	
☐ YES ☒ NO		☒ YES ☐ NO	
TYPE OF EMPLOYEE NONE		IS A BUDGET TRANSFER REQUIRED?	
		☐ YES ☒ NO	
SPACE BELOW FOR CLERK'S USE			
BOARD ACTION:		SET PUBLIC HEARING FOR:	
☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN		_____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____	
BOARD VOTE:		RESOLUTION 2026-_____	
AYES:		AGREEMENT 2026-_____	
ABSTAIN:		ORDINANCE _____	
NOES:			
ABSENT:			
COMMENTS:			

CLERK OF THE BOARD

DATE _____

DATE _____

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: Planning Department PHONE NUMBER: 530-289-3251 REQUESTED BY: Brandon Pangman	TYPE OF AGENDA ITEM: ☒ REGULAR☐ CONSENT☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION☒ MEMO ☐ AGREEMENTOTHER _____
AGENDA ITEM: Set a public hearing for decision on the General Plan Amendment/Zone Amendment and Williamson Act Contract Amendment for Lucy Blake, 222 Lemmon Canyon Road, Sierraville (APNs 018-030-005 & 018-030-006).	
BACKGROUND INFORMATION: The Planning Commission conducted a public hearing on 1/22/2026 and adopted PC Res. 2026-01 making findings and recommendations to the Board of Supervisors for approval of the General Plan Amendment and Zone Amendment.	
FUNDING SOURCE: GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ 0 N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☐ YES☒ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: AYES: ABSTAIN: NOES: ABSENT:	☐ BY CONSENSUS RESOLUTION 2025- _____ AGREEMENT 2025- _____ ORDINANCE _____
COMMENTS: 	

CLERK OF THE BOARD	02/03/2026 DATE
--------------------	--------------------

**PLANNING COMMISSION
COUNTY OF SIERRA
STATE OF CALIFORNIA**

RESOLUTION NO. 2026- 1

**IN THE MATTER OF RECOMMENDING TO
THE BOARD OF SUPERVISORS APPROVAL OF A
GENERAL PLAN AMENDMENT AND ZONE AMENDMENT
OF A PORTION OF APN 018-030-006 AND APN 018-030-005
INTO TIMBER PRODUCTION ZONE**

WHEREAS, pursuant to Sierra County Code Sections 21.05.040 and 15.32.020(A), the Sierra County Planning Department received applications for a General Plan Amendment and Zone Amendment from property owner, Lucy Blake, requesting to amend the General Plan land use designations from Agriculture to Forest on an 80 ac. portion of APN 018-030-005 and the entire parcel of APN 018-030-006; and to rezone 562 acres from General Forest (GF) District into Timberland Production Zone (TPZ) District; and

WHEREAS, the proposed project is located on real property outside the community influence area of Sierraville, at 222 Lemmon Canyon Road, Sierraville in unincorporated Sierra County; and,

WHEREAS, the parcels in question are part of an existing California Land Conservation Act "Williamson Act" Contract (no. 92-032) covering approximately 1,455 acres; and the Williamson Act Contract is proposed to be amended to remove the lands proposed for TPZ out of said contract, concurrent with this action if approved by the Board of Supervisors; and,

WHEREAS, the same property is also restricted by a Conservation Easement held by The Pacific Forest Trust (Sierra County Doc. # 2010155316); but this conservation easement does not prohibit or significantly inhibit the growing and harvesting of timber, and the land uses constrained by this conservation easement remain compatible with the purpose and intent of both the TPZ ordinance and General Plan policies for this area; and,

WHEREAS, the Planning Department analyzed the proposed project for consistency with the policies of the Sierra County General Plan, the Sierra County Zoning, the California Environmental Quality Act, and all other applicable state and local regulations; and, finding that certain portions of APN 018-030-006 did not meet the minimum standards for timberland of Site Class III or better, did recommend that only 562 acres of the total 720 acres that were originally proposed, should be rezoned into TPZ; and,

WHEREAS, the Sierra County Planning Department consulted with the Native American Heritage Commission per Senate Bill 18 (SB18) for a minimum of 90-days beginning June 1, 2022, as well as routed the project to commenting agencies and departments between August 1 to August 15, 2022. No comments were received concurring potential environmental impacts or impacts to Native American sites or resources; and,

WHEREAS, the Sierra County Planning Commission on January 22, 2026, held a duly noticed public hearing as required by law, and in full and careful consideration of: the applicant's request,

commenting agencies and public comments, Planning Department staff's report and Recommendation No. 1241, and the whole record, did determine to report and make recommendation on the proposed project to the Board of Supervisors as required by Sierra County Code Sections 15.32.040 and 21.05.050.

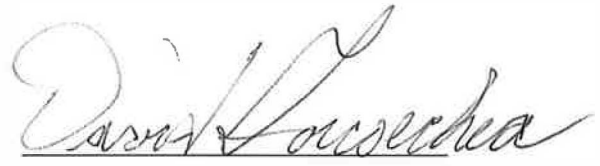
NOW, THEREFORE BE IT RESOLVED that the Sierra County Planning Commission hereby adopts the analysis and findings contained in Staff Recommendation No. 1241, including a finding that the proposed project is Statutorily Exempt from the California Environmental Quality Act (CEQA) under California Government Code Section 51119.5 and CEQA Guidelines Section 15601(b)(3) (the "common sense exemption"); and does hereby report its findings and recommendation to the Board of Supervisors that it should: (1) *approve* the proposed General Plan Amendment application on the full 720 acres identified in the application and staff report, from Agriculture to Forest land use designation; and (2) *approve in part* the application to rezone the same from General Forest (GF) District to Timberland Production Zone (TPZ), to include a portion of APN 018-030-005, consisting of 80 acres; and a portion of APN 018-030-006 consisting of approximately 482 acres of Site Class III or better timberlands, for a total of 562 acres to be zoned TPZ, as shown on the proposed Zoning Map Exhibit 3, attached hereto.

Adopted by the Planning Commission of the County of Sierra, State of California, on the 22nd day of January 2026 by the following vote:

AYES: KELLEY, FILIPPINI, GOICOECHEA, RUSSELL
NOES:
ABSTAIN:
ABSENT: TEAGUE

ATTEST:


Brandon W. Pahgman
Secretary, Planning Commission


Chair, Planning Commission

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: Public Works & Transportation PHONE NUMBER: (530) 289-3201 REQUESTED BY: Brandon Pangman, Interim Director	TYPE OF AGENDA ITEM: ☒ REGULAR ☐ CONSENT ☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION ☐ MEMO ☐ AGREEMENT OTHER _____
AGENDA ITEM: Continued discussion and direction regarding the acceptance of green waste and burn policies at the County's solid waste transfer sites.	
BACKGROUND INFORMATION: At its January 6, 2026 meeting, the Board continued the item that was brought forward to address the Director of Transportation's concerns related to burning at the Sierra City and Sattley transfer stations.	
FUNDING SOURCE: GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES ☐ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☐ YES ☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES ☐ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: ☐ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

_____ CLERK OF THE BOARD	02/03/2026 _____ DATE
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SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: Public Works & Transportation PHONE NUMBER: (530) 289-3201 REQUESTED BY: Brandon Pangman, Interim Director	TYPE OF AGENDA ITEM: ☒ REGULAR☐ CONSENT☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION☐ MEMO ☐ AGREEMENTOTHER _____
AGENDA ITEM: Authorization to advertise and hire two (2) vacant Road Maintenance Worker positions in accordance with County personnel policies and procedures.	
BACKGROUND INFORMATION: The Road Department currently has two vacant Road Maintenance Worker positions. The positions are responsible for roadway maintenance, snow removal, equipment operation, and related field work necessary to support county transportation infrastructure. Salary and benefit costs are already budgeted within the Road Fund. No additional appropriations are requested at time.	
FUNDING SOURCE: GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: AYES: ABSTAIN: NOES: ABSENT:	☐ BY CONSENSUS RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

CLERK OF THE BOARD	02/03/2026 DATE
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SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: Public Works & Transportation PHONE NUMBER: (530) 289-3201 REQUESTED BY: Brandon Pangman, Interim Director	TYPE OF AGENDA ITEM: ☒ REGULAR☐ CONSENT☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☒ RESOLUTION☒ MEMO ☐ AGREEMENTOTHER <u>Quote 171382-01</u>
AGENDA ITEM: Resolution authorizing the Auditor to make certain changes to the 2025-2026 Final Budget for the purchase PC306 Cold Planer for the road department in an amount not to exceed \$26,505.27. (4/5th affirmative vote required)	
BACKGROUND INFORMATION: See attached memo.	
FUNDING SOURCE: 0310000-3010-6228 GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ 26,505.27 N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☐ YES☒ NO IS A BUDGET TRANSFER REQUIRED? ☒ YES☐ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ ADOPTED ☐ DENIED ☐ NO ACTION TAKEN ☐ APPROVED AS AMENDED ☐ ADOPTED AS AMENDED ☐ OTHER	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: AYES: ABSTAIN: NOES: ABSENT:	☐ BY CONSENSUS RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

_____ CLERK OF THE BOARD	02/03/2026 _____ DATE
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MEMO

Subject: Resolution authorizing the Auditor to make certain changes to the 2025-2026 Final Budget for the purchase PC306 Cold Planer for the road department in an amount not to exceed \$26,505.27. (4/5th affirmative vote required)

Department: Public Works and Transportation

Background: Due to the rising cost of asphalt replacement and the deteriorating county road system we feel this is the appropriate time to move forward with the acquisition of this machine. Common practice has been to crack seal each year with a hot applied asphalt crack sealant for smaller cracks and alligatored pavement. Over time these cracks become larger in width and depth and require a hot applied Gap mastic and may also require a backer rod depending on depth. This practice has served the Road Department well and we have been able to extend the pavement life considerably. These cracks and alligatored areas are now expanding beyond the effectiveness of these products and will require alternative treatment. The Cold Planner will allow the crews to grind out the compromised areas and perform the necessary hot patch repairs in an efficient and effective manner. Cold planning will eliminate the need for saw cutting the existing asphalt, removing the compromised asphalt with a Backhoe, and in some cases eliminate the need to off haul the spoils as they may be used as shouldering material on site. This practice will also allow the county to recover and stockpile the grindings for future needs. This machine will be a vital tool in maintaining our road system now and far into the future.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF AUTHORIZING
THE AUDITOR TO MAKE CERTAIN CHANGES TO THE
2025-2026 FINAL BUDGET TO PURCHASE PC306 COLD PLANER
FOR THE ROAD DEPARTMENT**

RESOLUTION 2026-_____

WHEREAS, the Board of Supervisors may authorize the Auditor to make budget changes pursuant to Government Code §29125.

THEREFORE, BE IT RESOLVED that the Auditor is hereby authorized to make the following budget changes to the 2025-2026 Final Budget:

Decrease	0310000-3010-7726	Special Project Expense	\$26,505.27
Increase	0310000-3010-6228	Fixed Asset Other	\$26,505.27

BE IT FURTHER RESOLVED by the Sierra County Board of Supervisors, that payment to Holt of California in the amount of \$26,505.27 for purchase of PC306 Cold Planer, Caterpillar Model, PLANNER24, serial number 0ERC03955 utilizing road department funds is hereby approved.

BE IT FURTHER RESOLVED that the Auditor is authorized to make payment upon submittal of payment request for this quote.

ADOPTED by the Board of Supervisors of the County of Sierra on the 3rd day of February 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

PAUL ROEN, CHAIR
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

ANDREW PLETT
COUNTY COUNSEL



Jan 12, 2026

SIERRA CO ROAD DEPARTMENT

Account # 5217000

PO BOX 98

DOWNIEVILLE, California 95936 0098

Attention: **ROBERT MOORE**

New Caterpillar Model: PLANER24 Work Tools with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: **A56601**SERIAL NUMBER: **0ERC03955**

YEAR:

SMU:

ADDITIONAL SPECIFICATIONS

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
0P-0096	COLD PLANER	529-5790	PC306

WARRANTY INFORMATION

Standard Warranty:

12 months / unlimited hours

Sell Price	\$26,319.00
Sourcewell Cat SSL Discount from list 6.1%	(\$1,605.46)
Net Balance Due	\$24,713.54
Sales Tax (7.25%)	\$1,791.73
After Tax Balance	\$26,505.27

F.O.B/TERMS: EMD - PLEASANT GROVE

Accepted by

Date,

(Please Print)

Signature

Sincerely,
 Erick Munson
 Machine Sales Representative
 Holt of California
 emunson@holtca.com
 916-719-8041

529-5790 W **COLD PLANER, PC306**

600mm (24") drum width, 54 all-purpose conical bits

1860mm (73") overall width, Self-Levelling, replaceable side skids

Max Pro Pressure Gauge (for identifying optimal performance)

Drum center and drum front indication gauges on both sides

Electro-Hydraulic: Independent left/right depth control, Side shift,

Tilt, Float-Tilt Switch to switch between float or tilt control

INCLUDES: 1 piston direct drive motor, 170mm (6.7") max depth of cut,

hydraulic lines with 1/2" quick disconnects, case drain line, 14-pin

electrical harness, mounting brackets, and hardware

Optimal Flow / Pressure: 125 l/min (33 gpm) / 280 bar (4000 psi)

RECOMMENDED: Use with AMICS or advanced display

REQUIRES: High Flow or High Flow XPS Hydraulics

REQUIRES: 371-3725 Conversion Kit for B/B2/C/C2 Series machines; not

required for B3 or D Series machines

INCLUDED: From serial number ERC02203 - Up Smart Creep is included.

OPTIONAL: Before ERC02203 order 583-6665 KIT, SMART CREEP SENSOR

see Section "Smart Creep"

**SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

MEETING DATE: 02/03/2026 DEPARTMENT: Board of Supervisors PHONE NUMBER: 530-289-3295 REQUESTED BY: Heather Foster, Clerk of the Board	TYPE OF AGENDA ITEM: ☒ REGULAR☐ CONSENT☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☒ RESOLUTION☐ MEMO ☐ AGREEMENTOTHER _____
AGENDA ITEM: Resolution adopting residency requirements for specified positions.	
BACKGROUND INFORMATION: The proposed resolution establishes residency requirements for certain County positions as Board policy, modifies the required response time to 1 hour, and updates the list of covered positions as appropriate. This approach maintains the County's ability to respond to emergencies while supporting recruitment and retention efforts for critical positions.	
FUNDING SOURCE: GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: AYES: ABSTAIN: NOES: ABSENT:	☐ BY CONSENSUS RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

_____ CLERK OF THE BOARD	02/03/2026 _____ DATE
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BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**RESOLUTION ADOPTING RESIDENCY REQUIREMENTS
FOR SPECIFIED COUNTY POSITIONS**

RESOLUTION NO. ____

WHEREAS, the County employs certain employees in positions that are primarily responsible for responding to emergencies affecting public safety, infrastructure, utilities, and essential services; and

WHEREAS, the Board of Supervisors finds it necessary to ensure that employees in such positions are able to reasonably respond to emergency call-outs outside of customary work hours; and

WHEREAS, the Board of Supervisors finds that establishing a one-hour response time under normal driving conditions appropriately balances operational needs with employee recruitment and retention;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Sierra does hereby adopt the following residency requirements:

SECTION 1. PURPOSE.

It is the intent of the County to ensure that County employees and department managers employed in positions with emergency response, operational oversight, or leadership responsibilities are able to reasonably respond to emergencies or emergent situations when called out after customary work hours.

SECTION 2. COVERED POSITIONS — EMERGENCY RESPONSE CLASSIFICATIONS.

Employees employed in the following designated positions shall be subject to the residency requirements of this resolution:

- All Deputy Sheriffs (including without limitation the Undersheriff)
- Animal Control Officers
- Deputy Director of Public Works and Transportation
- Environmental Health Director
- Equipment Mechanic I, II, III
- Equipment Shop Lead Worker
- Equipment Shop Supervisor
- OES Coordinator I, II, III
- Plant Manager
- Facilities Manager
- Road Maintenance Lead Worker
- Road Maintenance Supervisor
- Road Maintenance Worker I, II, III
- Road Superintendent
- Water System Operator I, II, III

SECTION 3. RESIDENCY REQUIREMENT — EMERGENCY RESPONSE CLASSIFICATIONS.

Employees in the positions listed in Section 2 shall be required to reside within one (1) hour, under normal driving conditions, of the base station designated for the employee's position.

SECTION 4. COUNTY DEPARTMENT MANAGERS — RESIDENCY REQUIREMENT.

All County Department Managers shall primarily reside within a one (1) hour travel time, under normal driving conditions, of their respective department or primary duty station. This requirement is intended to ensure timely, on-site leadership and response during emergency or emergent situations affecting County operations, public safety, or continuity of services.

The following positions are subject to this requirement:

- Behavioral Health Director
- Building and Planning Director
- Chief Probation Officer
- Chief Technology Officer
- Personnel Director / Risk Manager
- Public Health Director
- Public Works and Transportation Director
- Social Services Director

SECTION 4. PREEXISTING EMPLOYEES.

The provisions of this resolution shall not apply to any permanent part-time or full-time employee who was employed by the County on or before February 3, 2026, and who, as of that date, was not in compliance with the residency requirement, unless the applicable memorandum of understanding expressly provides that this resolution applies to such preexisting employees.

SECTION 5. TIME TO ESTABLISH RESIDENCY.

Employees subject to this resolution shall have ninety (90) days from the date of beginning employment, promotion, transfer, or acceptance of a covered position, including any change in base station, to establish permanent residency in compliance with this resolution.

A one-time extension of up to ninety (90) additional days may be granted by the department head for good cause upon request made prior to the expiration of the initial ninety (90) day period. In no event shall the total time allowed to establish residency exceed one hundred eighty (180) calendar days.

SECTION 6. PROBATIONARY EMPLOYEES.

If an employee who is serving a probationary period fails to establish residency in compliance with this resolution within the required timeframe, the employee's employment shall be deemed terminated during the probationary period without further action required by the County or the department head, and the County Auditor shall thereafter not make any payments to the terminated employee.

SECTION 7. JOURNEYMAN SERIES EXCEPTION.

Employees who were employed by the County as of the adoption of this resolution and who are in positions with a journeyman series, such as I, II, or III classifications, shall not be subject to the residency requirements if promoted to a higher position within the same series, provided the promoted position is not supervisory in nature.

SECTION 8. FAILURE TO MAINTAIN RESIDENCY.

Any employee who fails to establish or thereafter continuously maintain residency as required by this resolution shall be subject to immediate action to terminate employment in accordance with applicable County policies, procedures, Chapter 3.10 of the Sierra County Code (if applicable), and any governing memorandum of understanding.

SECTION 9. REPORTING REQUIREMENT.

Any County employee or official having knowledge of a violation of this resolution shall have an affirmative obligation to promptly report such violation to the Board of Supervisors.

SECTION 10. ADMINISTRATION.

The Director of Personnel, in consultation with County Counsel and affected department heads, is authorized to administer, interpret, and implement this resolution, including designation of base stations, determination of compliance, and development of any administrative procedures necessary to carry out the intent of this resolution, consistent with applicable memoranda of understanding and County policies.

SECTION 11. EFFECTIVE DATE.

This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sierra, State of California,
this 3rd day of February, 2026.

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

PAUL ROEN, CHAIR
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

ANDREW PLETT
COUNTY COUNSEL

**SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

MEETING DATE: 02/03/2026 DEPARTMENT: Board of Supervisors PHONE NUMBER: 530-289-3295 REQUESTED BY: Heather Foster, Clerk of the Board	TYPE OF AGENDA ITEM: ☒ REGULAR ☐ CONSENT ☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION ☐ MEMO ☐ AGREEMENT OTHER <u>Ordinance</u>
AGENDA ITEM: Introduction and waive first reading of an ordinance repealing section 3.07.070 of the Sierra County Code relating to residency requirements for specified positions.	
BACKGROUND INFORMATION: The Board has determined that residency requirements for certain County positions are more appropriately established by Board policy through resolution rather than by ordinance, allowing greater flexibility. The Board has also determined that modifying these requirements is necessary to support recruitment and retention and to improve the County's ability to fill critical positions.	
FUNDING SOURCE: GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES ☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES ☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES ☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: ☐ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

02/03/2026	
CLERK OF THE BOARD	DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**ORDINANCE REPEALING SECTION 3.07.070 OF THE SIERRA COUNTY CODE
RELATING TO RESIDENCY REQUIREMENTS FOR SPECIFIED POSITIONS**

ORDINANCE NO. ____

WHEREAS, Section 3.07.070 of the Sierra County Code establishes residency requirements for certain County positions that are responsible for responding to emergencies; and

WHEREAS, the Board of Supervisors desires to remove these residency requirements from the Sierra County Code and instead adopt them as a Board policy by resolution, allowing greater administrative flexibility while maintaining emergency response readiness; and

WHEREAS, the Board of Supervisors concurrently intends to adopt a resolution establishing updated residency requirements for specified positions, including a modification of the required response time; and

WHEREAS, the Board of Supervisors finds that repealing Section 3.07.070 of the Sierra County Code and adopting the residency requirements by resolution serves the best interests of the County and its residents.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA DOES ORDAIN AS FOLLOWS:

Ordinance Section One:

Section 3.07.070 of the Sierra County Code, entitled "*Residency requirements for specified positions*," is hereby repealed in its entirety.

Ordinance Section Two:

This ordinance shall take effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days after adoption 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 3rd day of February, 2026, and passed and adopted by the Board of Supervisors of the County of Sierra, State of California, the ____ day of _____, 2026.

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

PAUL ROEN, CHAIR
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

ANDREW PLETT
COUNTY COUNSEL

3.07.070 Residency requirements for specified positions.

A. It is the intent of the county to ensure that county employees who are employed in positions that are primarily responsible for responding to emergencies, including but not limited to law enforcement officers, emergency service workers and road workers who need to respond to weather and other emergencies affecting the use of county roads and facilities (such as the Sierra Brooks water system), will be able to reasonably respond to such emergencies when called out after their customary work hours.

B. County employees that are employed in each of the following designated positions shall be required to live within 30 minutes (under normal driving conditions) of the base station that is otherwise designated for the employee's position:

All Deputy Sheriffs (including without limitation the Undersheriff)

Animal Control Officers

All Corrections Officers/Dispatchers

Road Maintenance Worker I, II, III

Equipment Mechanic I, II, III

Road Maintenance Leadworker

Equipment Shop Leadworker

Road Maintenance Supervisor

Equipment Shop Supervisor

Road Superintendent

Deputy Director of Public Works-Operations

OES Coordinator I, II, III

Plant Manager I, II, III

Supervising OES Coordinator

Supervising Plant Manager

Director of Transportation

OES Director

County Service Area Worker I, II, III

Water System Operator I, II, III

Environmental Health Director

C. The provisions of the ordinance codified in this chapter (adding SCC [3.07.070](#) to the County Code) shall not apply to any permanent part-time or full-time employee who would otherwise, because of the location of his or her domicile as of the date of the adoption of the ordinance codified in this chapter, not be in compliance with the foregoing provisions and if the employee was employed by the county on or before April 20, 2010 (hereinafter referred to as preexisting employee(s)). Notwithstanding the foregoing the provisions of this chapter may apply to any such preexisting permanent part-time or full-time employee(s) if the MOU between the county and the employee's bargaining unit expressly incorporates the provisions of this chapter as being applicable to such preexisting employees.

D. Employees that are required to comply with the provisions of this section shall have a period of 90 days from the date of beginning employment or from accepting a new position or promotion into a position which is covered by this section (which may include a change of the employee's base station), in which to establish permanent residency in accordance with the above requirements. Any employee that does not physically establish residency in compliance with the provisions of this section within these timelines shall be promptly terminated from county employment. If the employee is serving a probation period in his or her employment, including situations where the employee is in a new position or has been promoted and is serving a probationary period, the employment shall be deemed terminated during the probationary period without further action required by the county and/or the employee's department head and the County Auditor shall thereafter not make any payments to the terminated employee. Notwithstanding the foregoing any employee may, for good cause, request a one-time extension of the time limit for establishing residency for an additional 90 days. Any such request for an extension shall be made to the employee's department head prior to the running of the initial 90-day period and shall be promptly acted on by the department head. In no event shall the total time allowed for establishing residency exceed 180 calendar days. Notwithstanding the foregoing provisions, employees who would otherwise, because of the location of his or her domicile as of the date of the adoption of the ordinance codified in this chapter, not be in compliance with the foregoing provisions, and who are employed in positions with a journeyman series, such as a I, II, or III, shall not be subject to the residency requirements if promoted to a higher position so long as the position is not one of a supervisory nature.

E. Any employee who fails to establish and to thereafter continuously maintain residency as required under this section shall be subject to immediate action to terminate his or her employment in accordance with the procedures set out in Chapter [3.10](#) SCC (if applicable to the subject employee) and the employee's department head or any other official with authority to institute proceedings to terminate the employment shall immediately institute such proceedings. Any county employee or official having knowledge of a violation of this section shall be under an affirmative obligation to promptly report same to the Board of Supervisors. (Ord. 1020, eff. 5/20/10)

The Sierra County Code is current through Ordinance 1141, passed August 19, 2025.

Disclaimer: The clerk of the board's office has the official version of the Sierra County Code. Users should contact the clerk of the board's office for ordinances passed subsequent to the ordinance cited above.

[County Website: www.sierracounty.ca.gov](http://www.sierracounty.ca.gov)

[County Telephone: \(530\) 289-3295](tel:(530)289-3295)

[Hosted by General Code.](#)

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: Board of Supervisors PHONE NUMBER: 530-289-3295 REQUESTED BY: Heather Foster, Clerk of the Board	TYPE OF AGENDA ITEM: ☒ REGULAR ☐ CONSENT ☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☒ RESOLUTION ☐ MEMO ☐ AGREEMENT OTHER _____
AGENDA ITEM: Resolution setting compensation for Grand Jurors.	
BACKGROUND INFORMATION: On January 20, 2026, the Board authorized an increase in compensation for attending Grand Jury meetings from \$25 to \$50 per meeting. This resolution formalizes the Board's action and incorporates mileage reimbursement, consistent with the Board's direction to establish Grand Jury compensation by resolution rather than by ordinance.	
FUNDING SOURCE: GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES ☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES ☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES ☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: ☐ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

_____ CLERK OF THE BOARD	02/03/2026 _____ DATE
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BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION SETTING COMPENSATION FOR GRAND JURORS

RESOLUTION NO. ____

WHEREAS, Penal Code Section 890 authorizes counties to provide compensation to Grand Jurors; and

WHEREAS, on January 20, 2026 the Board of Supervisors authorized an increase in the Grand Jury compensation from \$25 to \$50; and

WHEREAS, the Sierra County Board of Supervisors previously established Grand Jury compensation by ordinance; and

WHEREAS, the Board has determined that setting Grand Jury compensation by resolution provides greater administrative flexibility; and

WHEREAS, the Board intends to repeal Section 5.30.015 of the Sierra County Code related to Grand Jury compensation; and

WHEREAS, the Board desires to formally establish the revised compensation rate for Grand Jurors.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Sierra that:

1. Grand Jurors shall receive compensation in the amount of Fifty Dollars (\$50.00) for each day of attendance at a full meeting of the Grand Jury.
2. Grand Jurors shall also receive mileage reimbursement at the rate applicable to County employees for each mile actually traveled in attending Grand Jury meetings or committee meetings.
3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sierra, State of California, this 3rd day of February, 2026.

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

PAUL ROEN, CHAIR
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

ANDREW PLETT
COUNTY COUNSEL

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: Board of Supervisors PHONE NUMBER: 530-289-3295 REQUESTED BY: Heather Foster, Clerk of the Board	TYPE OF AGENDA ITEM: ☒ REGULAR☐ CONSENT☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION☐ MEMO ☐ AGREEMENTOTHER <u>Ordinance</u>
AGENDA ITEM: Introduction and waive first reading of an ordinance repealing section 5.30.015 of the Sierra County Code relating to Grand Jury Compensation.	
BACKGROUND INFORMATION: At the request of the Sierra County Grand Jury, the Board authorized increasing Grand Jury compensation from \$25 to \$50 per day. Because the compensation rate is currently codified in County Code, it is proposed that it instead be established by resolution for administrative efficiency and flexibility.	
FUNDING SOURCE: GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: AYES: ABSTAIN: NOES: ABSENT: ☐ BY CONSENSUS	RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

CLERK OF THE BOARD	02/03/2026 DATE
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BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**ORDINANCE REPEALING SECTION 5.30.015 OF THE SIERRA COUNTY CODE
RELATED TO GRAND JURY COMPENSATION**

ORDINANCE NO. ____

WHEREAS, Section 5.30.015 establishes compensation for Grand Jurors; and

WHEREAS, the Sierra County Board of Supervisors has determined that Grand Jury compensation is administrative in nature and does not require codification in County Code; and

WHEREAS, establishing Grand Jury compensation by resolution rather than ordinance provides greater flexibility to adjust compensation amounts as needed without requiring future amendments to County Code; and

WHEREAS, the Board desires to repeal Section 5.30.015 of the Sierra County Code and remove Grand Jury compensation from the Sierra County Code, with compensation to be set by resolution of the Board of Supervisors.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA DOES ORDAIN AS
FOLLOWS:**

Ordinance Section One:

Section 5.30.015 of the Sierra County Code, entitled “*Grand Juror Fees*” is hereby repealed in its entirety.

Ordinance Section Two:

This ordinance shall take effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days after adoption 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 3rd day of February, 2026, and passed and adopted by the Board of Supervisors of the County of Sierra, State of California, the ____ day of _____, 2026.

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

PAUL ROEN, CHAIR
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

ANDREW PLETT
COUNTY COUNSEL

Chapter 5.30

PAYMENT OF JUROR ATTENDANCE EXPENSE

Sections:

5.30.010 *Repealed.*

5.30.015 **Grand juror fees.**

5.30.010 Payment of juror attendance expense.

Repealed by Ord. 1064.

5.30.015 Grand juror fees.

The fee for each day's attendance by grand jurors shall be \$25.00 a day for each day's attendance as a juror at a full meeting of the grand jury. In addition, grand jurors shall receive the mileage reimbursement applicable to county employees for each mile actually traveled in attending either a full meeting of the grand jury or the meeting of any grand jury committee meeting of which the juror is a member. (Ord. 1064, eff. 12/17/15)

The Sierra County Code is current through Ordinance 1141, passed August 19, 2025.

Disclaimer: The clerk of the board's office has the official version of the Sierra County Code. Users should contact the clerk of the board's office for ordinances passed subsequent to the ordinance cited above.

[County Website: www.sierracounty.ca.gov](http://www.sierracounty.ca.gov)

[County Telephone: \(530\) 289-3295](tel:(530)289-3295)

[Hosted by General Code.](#)

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: County Counsel PHONE NUMBER: 530-691-0800 REQUESTED BY: Andrew Plett, County Counsel	TYPE OF AGENDA ITEM: ☒ REGULAR☐ CONSENT☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION☐ MEMO ☐ AGREEMENTOTHER _____
AGENDA ITEM: Closed session pursuant to Government Code Section 54956.9 (d)(2) - conference with legal counsel - threat of litigation - 1 case.	
BACKGROUND INFORMATION: 	
FUNDING SOURCE: GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES☐ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☐ YES☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES☐ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ ADOPTED ☐ DENIED ☐ NO ACTION TAKEN ☐ APPROVED AS AMENDED ☐ ADOPTED AS AMENDED ☐ OTHER	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: AYES: ABSTAIN: NOES: ABSENT:	☐ BY CONSENSUS RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

_____ CLERK OF THE BOARD	02/03/2026 _____ DATE
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SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: Public Works & Transportation PHONE NUMBER: (530) 289-3201 REQUESTED BY: Brandon Pangman, Interim Director	TYPE OF AGENDA ITEM: ☐ REGULAR☐ CONSENT☒ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☒ RESOLUTION☐ MEMO ☐ AGREEMENTOTHER _____
AGENDA ITEM: Presentation of resolution of appreciation and recognition of retirement for Edward Cusato, Sierra County Road Maintenance Supervisor.	
BACKGROUND INFORMATION: 	
FUNDING SOURCE: GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES☐ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☐ YES☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES☐ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED☐ APPROVED AS AMENDED ☐ ADOPTED☐ ADOPTED AS AMENDED ☐ DENIED☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: AYES: ABSTAIN: NOES: ABSENT:	☐ BY CONSENSUS RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

02/03/2026	
CLERK OF THE BOARD	DATE

Resolution to be distributed
under separate cover
and/or at meeting.

**SIERRA COUNTY BOARD OF SUPERVISORS’
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

MEETING DATE: 02/03/2026		TYPE OF AGENDA ITEM:	
DEPARTMENT: Public Works & Transportation		☐ REGULAR ☒ CONSENT ☐ TIMED	
PHONE NUMBER: (530) 289-3201		SUPPORTIVE DOCUMENT ATTACHED:	
REQUESTED BY:		☒ RESOLUTION ☐ MEMO	
		☒ AGREEMENT OTHER <u>Bid summary sheet</u>	
AGENDA ITEM:			
Presentation of bids summary and adoption of resolution awarding contract for the Long Valley Road 2023 Storm Damage Repair Project to Hansen Bros. Enterprises for thirty (30) working days from the date of commencement of the project in an amount not to exceed \$414,853.80.			
BACKGROUND INFORMATION:			
Formal call for bids was solicited 1/6/26, bid opening was 1/22/26, six (6) bids were received. After analysis of the bids it has been determined that Hansen Bros. Enterprises has submitted the lowest qualified responsive bid.			
FUNDING SOURCE: FEMA 4699		OTHER FUND:	
GENERAL FUND IMPACT: NO ADDITIONAL		AMOUNT: \$ 414,853.80 N/A	
ARE ADDITIONAL PERSONNEL REQUIRED?		IS THIS ITEM ALLOCATED IN THE BUDGET?	
☐ YES ☒ NO		☒ YES ☐ NO	
TYPE OF EMPLOYEE NONE		IS A BUDGET TRANSFER REQUIRED?	
		☐ YES ☒ NO	
SPACE BELOW FOR CLERK'S USE			
BOARD ACTION:		SET PUBLIC HEARING FOR:	
☐ APPROVED ☐ APPROVED AS AMENDED		_____	
☐ ADOPTED ☐ ADOPTED AS AMENDED		DIRECTION TO: _____	
☐ DENIED ☐ OTHER		REFERRED TO: _____	
☐ NO ACTION TAKEN		CONTINUED TO: _____	
BOARD VOTE:		AUTHORIZATION GIVEN TO: _____	
☐ BY CONSENSUS		RESOLUTION 2026-_____	
AYES:		AGREEMENT 2026-_____	
ABSTAIN:		ORDINANCE _____	
NOES:			
ABSENT:			
COMMENTS:			

CLERK OF THE BOARD

DATE _____

Long Valley Road 2023 Storm Damage Repair Project

BID OPENING @ 3:01 PM Thursday January 22, 2026

Bidder	Bid Amount
Still Blacktop Paving LLC	\$ 505.321 ⁰⁰
Hat Creek Construction	\$ 494.494 ⁰⁰
Eschman Construction	\$ 450.910 ⁰⁰
Hansen Bros. Enterprises	\$ 414.853 ⁸⁰
Judd Buick Construction Inc	\$ 550.321 ⁶³
Meyers Earthwork Inc.	\$ 536.410 ⁰⁰

Opened: Wap
Witnessed: Smith
Recorded: Kaylon Hall

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF AWARD
OF CONTRACT TO THE LOWEST QUALIFIED BIDDER FOR
THE LONG VALLEY ROAD 2023 STORM DAMAGE REPAIR PROJECT**

RESOLUTION 2026 -

WHEREAS, the County of Sierra has heretofore solicited formal bids on January 6, 2026 for the project referred to as the Long Valley Road 2023 Storm Damage Repair Project; and

WHEREAS, in response to the formal call for bid, six (6) bids were received; and

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

WHEREAS, after analysis of the bids it has been determined that Hansen Bros. Enterprises has submitted the lowest qualified bid.

NOW, THEREFORE, BE IT RESOLVED that the award of contract to Hansen Bros. Enterprises is hereby approved.

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

ADOPTED by the Board of Supervisors of the County of Sierra on the 3rd day of February 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

COUNTY OF SIERRA

PAUL ROEN, CHAIR
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

ANDREW PLETT
COUNTY COUNSEL

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

PARTIES

THIS CONTRACT made this 3rd day of February 2026 by and between the COUNTY OF SIERRA, a political subdivision of the State of California, hereinafter referred to as “**County**” and **Hansen Bros. Enterprises**, hereinafter referred to as “**Contractor**”.

This contract is for the following project:

LONG VALLEY ROAD 2023 STORM DAMAGE REPAIR PROJECT

LOCATED WEST OF BOARDERTOWN, NEVADA

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

TERMS & CONDITIONS

1. SCOPE OF WORK:

The work to be performed includes but is not limited to provision of all equipment, materials, and labor necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in Section 5 hereof, the work of:

Provision of all equipment, materials, and labor necessary to complete the project per plans , specifications and Contractors proposal.

2. CONTRACT TIME:

2.1 COMMENCEMENT AND COMPLETION

The Work shall be commenced on the date specified in the County's “Notice of Award to Contractor” and shall be fully completed no later than **30** working days thereafter, or such additional time as may have been provided by Change Order, pursuant to the Contract Documents.

2.2 TIME IS OF THE ESSENCE

Time is of the essence. If the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with the liquidated damages provision herein. A determination of whether delays were avoidable or not shall be made by County.

3. CONTRACT PRICE:

County shall pay Contractor for the full and complete performance of this Contract the sum of **four hundred fourteen thousand, eight hundred fifty three and 80/100 dollars (\$414,853.80).**

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

4. PAYMENTS:

4.1 PROGRESS PAYMENTS

Where the work is anticipated to require more than forty (40) days to complete, Contractor may apply for progress payments on a monthly basis. Monthly progress payments shall be made in accordance with the General Conditions of these Contract Documents, subject to a five percent (5%) withhold as specified therein Contractor shall submit a signed application for payment covering the work completed to that date and accompanied by supporting documentation to County's satisfaction. Progress payments will be in an amount equal to ninety-five percent (95%) of the work completed.

4.2 FINAL PAYMENT

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

4.3 INVOICE CONTENT

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

4.4 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of any and all claims and all liability to the Contractor for all things

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

5. CONTRACT DOCUMENTS:

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

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

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

6. PERFORMANCE AND LABOR & MATERIAL BONDS:

Pursuant to the provisions of the California Civil Code Section 9550, for projects in excess of twenty-five thousand dollars (\$25,000), the Contractor shall, prior to the performance of any work covered by this Contract, provide to County in such form as may be acceptable to County, a "performance bond" guaranteeing the faithful and timely performance of the work to be performed under this Contract and guaranteeing the work for a period of one full year from the date of the completion of the work (which shall be evidenced by the filing of a notice of completion by County) and a separate "labor and material bond" guaranteeing payment to any laborer, subcontractor and/or material supplier for the work under this Contract. The amount of each of

these bonds shall be in accordance with the General Conditions to the Contract.

7. REPRESENTATIONS BY CONTRACTOR:

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

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

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

8. AMENDMENT:

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

9. DELAY:

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

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

10. NOTICES:

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

COUNTY

Brandon Pangman, Interim Director
Department of Public Works
P. O. Box 98
Downieville, CA 95936

PROJECT MANAGER

Billy Epps, Engineer Technician
Department of Public Works
P. O. Box 98
Downieville, CA 95936

PROJECT CONTRACTOR

Hansen Bros. Enterprises
P. O. Box 1599
Grass Valley, CA 95945

11. LIQUIDATED DAMAGES:

If the Work is not completed by Contractor in the time specified in Section 2 of the Agreement for Construction, or within any period of extension authorized pursuant to a duly issued Change Order, Contractor acknowledges and admits that the County will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the County that the Contractor shall pay to the County as fixed and liquidated damages, and not as a penalty, a sum equal to one-half of one percent of the contract price, or the sum of \$2,074.27 whichever is lesser, for each calendar day of delay until the Work is completed and accepted, and that both Contractor and Contractor's surety shall be liable for the total amount thereof, and that the County may deduct said sums from any monies due or that may become due to Contractor, prior to determining the final amount due to Contractor.

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

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

COUNTY OF SIERRA

PAUL ROEN, CHAIR
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

ANDREW PLETT
COUNTY COUNSEL

CONTRACTOR

By _____
Official Title

License Number _____

(CORPORATE SEAL)

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that _____, who signed said Contract on behalf of said Corporation is authorized to fully bind the corporation to this Agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Secretary)

(CORPORATE SEAL)

GENERAL CONDITIONS

GENERAL CONDITIONS

1. CHANGES IN THE WORK:

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

2. BONDS:

A. For projects involving more than twenty-five thousand dollars (\$25,000) the Contractor shall furnish two (2) bonds each in the amount of 100 percent (100%) of the contract price, one as security for the faithful performance of the work, and the other as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor for the project. The labor and materials bonds shall remain in effect until the recording of a Notice of Completion. The performance bond shall remain in effect until the running of the warranty period. The bonds shall be issued by a corporation duly licensed to transact surety business in California. The bonds must be executed by a duly licensed surety company and accompanied by a certified copy of the authority to act and shall be on the form provided by County.

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

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

3. CONTRACTOR LIABILITY AND INSURANCE:

Contractor shall be liable for all damages and injury which shall be caused to County or any other property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this contract. Contractor shall purchase and maintain such commercial general liability and other insurance as is appropriate and/or as may be required in the special conditions, for the work being performed and furnished and which will

provide complete protection to County and shall be at least as broad as CG 20 01 04 13. Said policies shall be payable on a “per occurrence” basis unless County specifically consents to a “claims made” basis. At a minimum Contractor shall provide and maintain a policy of commercial general liability insurance in a combined single limit of two million dollars (\$2,000,000.00) and Worker's Compensation Insurance.

County shall be designated as a named insured on the Contractor’s insurance and a certificate of insurance and endorsements shall be provided by Contractor prior to commencement of work. Contractor must provide the full coverage and full limits available to the Contractor as the named insured to the County as a named insured. Coverage under the policy available to the County must be either the minimum required under the contract or the maximum available to the Contractor as the named insured, whichever is greater and shall be at least as broad as CG 20 01 04 13. Contractor must provide the stated required insurance for a period of three (3) years beyond work completion.

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

The coverage under Contractor’s policy shall be primary and non-contributory and verification from the insurer must be provided that they will not seek contribution from the County’s insurance or self-insurance.

Contractor shall provide the applicable Certificate of Insurance with the following attachments:

- a) Waiver of subrogation endorsement for Worker’s Compensation
- b) Additional Insured Endorsement for ongoing operations (CG 20 38)
- c) Additional Insured Endorsement for completed operations exposures such as construction, repair, or maintenance operations (CG 20 37.)
- d) A copy of the Declarations & Policy Endorsements page for the General Liability (GL) policy.

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

4. RISK OF LOSS:

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

5. MATERIALS AND EQUIPMENT:

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

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

6. WARRANTY AND CORRECTION PERIOD:

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

7. PERMITS AND TAXES:

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

8. INDEMNIFICATION:

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

9. SUSPENSION OF WORK:

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

10. TERMINATION:

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

- A. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- B. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- C. If Contractor makes a general assignment of its obligations and/or compensation under this Agreement;
- D. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
- E. If Contractor admits in writing an inability to pay its debts generally as they become due;
- F. If Contractor persistently fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the time schedule);
- G. If Contractor disregards ordinances, laws or regulations of any public body having jurisdiction;
- H. If Contractor disregards the authority of County's supervisory staff, and, in particular, the Contract Administrator;
- I. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

County may, after giving Contractor seven days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the work, incorporate in the work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the work as County may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects,

attorneys and other professionals and court costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to County. When exercising any rights or remedies under this paragraph, County shall not be required to obtain the lowest price for the work performed. Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by County will not release Contractor from liability.

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

11. SUPERVISION AND CLAIMS DETERMINATIONS:

11.1 CONTRACT ADMINISTRATOR

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

11.2 WRITTEN CLARIFICATION

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

11.3 CHANGE ORDER

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

11.4 UNIT PRICING

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

11.5 CLAIM PROCEDURE

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

Public Contract Code §9204, as enacted by AB 626, establishes a claim resolution process required for public works projects. In the event of any conflict between the provisions this Contract and Public Contract Code §9204, the provisions of Public Contract Code §9204 shall prevail.

11.6 CLAIMS UNDER \$50,000

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

11.7 CLAIMS OVER \$50,000

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

11.8 MEET AND CONFER

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

11.9 APPEAL TO BOARD OF SUPERVISORS

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

11.10 DOCUMENTATION

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

11.11 DOCUMENTATION

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

11.12 CONTRACT ADMINISTRATOR NOT RESPONSIBLE

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

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

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

charged to this project.

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

12. PAYMENTS:

12.1 SCHEDULE OF VALUES

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

12.2 PROGRESS PAYMENT

Once each month County shall cause an estimate to be made covering the work completed as of the date of the estimate. No materials shall be paid for until incorporated into the work. The amount of retention with respect to progress payments will be five percent (5%).

12.3 AMOUNTS OF PROGRESS PAYMENTS

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

12.3.1 NINETY-FIVE PERCENT (95%) OF COMPLETED WORK. Ninety-five percent (95%) of the work completed, and

12.3.2 NINETY-FIVE PERCENT (95%) OF STORED MATERIALS. Where applicable pursuant to the above, ninety-five percent (95%) of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

12.3.3 CONTRACT BALANCE. Thirty (30) days after recordation of a notice of completion by the County, County will pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the contract price, less such amounts as County shall determine in accordance with this contract. County reserves the right to retain such funds as it shall determine in accordance with the Contract Documents to complete the work.

12.3.4 ESCROWED SECURITY ALTERNATION. The Contractor may elect to receive one hundred percent 100% of payments due under this contract from time

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

12.4 CONTRACTOR'S WARRANTY OF TITLE

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

12.5 PAYMENT OF PROGRESS PAYMENT

County will submit each progress pay estimate to Contractor. Upon receipt back from Contractor of a signed copy of the pay estimate, County shall process the pay estimate for payment. The amount approved by County will become due thirty (30) days after receipt of the signed progress pay estimate. Said payment shall be made by County to Contractor unless County has knowledge of claims or liens filed in connection with the work.

12.6 COUNTY'S RECOMMENDATION OF PAYMENT

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

12.7 COUNTY MAY REFUSE TO MAKE PAYMENT

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

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

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

12.7.3 REQUIRED CORRECTIONS. Contractor has been required to correct

defective work or complete work, or

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

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

12.8 COMPLETION AND FINAL INSPECTION

When Contractor considers the entire work ready for its intended use, Contractor shall notify County in writing that the entire work is completed. Within a reasonable time thereafter, County and Contractor shall make an inspection of the work to determine the status of completion. If County does not consider the work complete, County will notify Contractor in writing giving the reasons therefor. If County considers the work incomplete, County will prepare and deliver a list of items to be completed or corrected before final payment. Contractor shall immediately take such measures as are necessary to complete or correct the listed items.

12.9 ACCEPTANCE AND FINAL APPLICATION FOR PAYMENT

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

12.10 FINAL PAYMENT

If, on the basis of County's review of the final application for payment and accompanying documentation, all as required by the Contract Documents, County is satisfied that Contractor's obligations under the Contract Documents have been fulfilled, County will, within ten days after receipt of the final application for payment, process the application for payment. Otherwise, County will return the application to Contractor,

indicating in writing the reasons for refusing to make final payment, in which case Contractor shall make the necessary corrections and resubmit the application. Thirty (30) days after presentation to County of the application and accompanying documentation, in appropriate form and substance, or thirty (30) days after recording of a Notice of Completion, whichever date is later, the amount will become due and will be paid by County to Contractor.

12.11 CONTRACTOR'S CONTINUING OBLIGATION

Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither the issuance of a certificate of substantial completion, nor any payment by County to Contractor under the Contract Documents, nor any use or occupancy of the work or any part thereof by County, nor any act of acceptance by County nor any failure to do so, nor any review and approval of a shop drawing or sample submission, nor the issuance of a notice of acceptability, nor any correction of defective work by County will constitute an acceptance of work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents.

13. ARBITRATION:

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

14. WORKER'S COMPENSATION CERTIFICATION:

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

15. PREVAILING WAGE RATES:

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

In accordance with the provisions of Section 1813 of the California Labor Code, Contractor

will be subject to the forfeiture of twenty-five dollars (\$25) per worker employed in the execution of the contract by the Contractor or subcontractor for each day said worker is required or permitted to work in excess of eight hours in any one calendar day and/or forty hours in any calendar week, except as provided in Section 1815 of the California Labor Code.

The contractor must comply with the minimum rate for wages for laborers and mechanics as determined by Secretary of Labor in accordance with provision of the Davis- Bacon and Related Acts

16. EMPLOYMENT OF APPRENTICE LABOR:

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

17. COLLECTIVE BARGAINING AGREEMENTS:

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

18. PAYROLL RECORDS:

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

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

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

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

19. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION:

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

20. ASSIGNMENT:

No assignment by a party hereto of any rights under or interests in the Contract Documents

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

21. CONFLICT OF INTEREST RESTRICTIONS:

No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County who is in any legislative, executive, supervisor, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

22. WAIVER OF RIGHTS:

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

23. SUCCESSORS IN INTEREST:

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

24. SEVERABILITY:

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

25. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and cancelled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business

entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises, or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling five percent (5%) or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

26. NOTICE:

Notices shall be given to County at the following location:

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

Hansen Bros. Enterprises
P. O. Box 1599
Grass Valley, CA 95945

27. JURISDICTION AND VENUE:

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

**SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

MEETING DATE: 02/03/2026		TYPE OF AGENDA ITEM: ☐ REGULAR ☒ CONSENT ☐ TIMED	
DEPARTMENT: Public Works & Transportation		SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION ☐ MEMO ☒ AGREEMENT OTHER <u>SC agreement 2024-157</u>	
PHONE NUMBER: (530) 289-3201			
REQUESTED BY: Brandon Pangman, Interim Director			
AGENDA ITEM: Professional Services Agreement between CreativEnvironmental and Sierra County for the Habitat Mitigation & Monitoring for Plumbago Road Bridge Replacement over Kanaka Creek in an amount not to exceed \$106,189.00 for a term of five (5) years.			
BACKGROUND INFORMATION: Under EPIMS Streambed Alteration Agreement 2024-157, a five-year Habitat Mitigation and Monitoring Program (HMMP) is required to mitigate environmental impacts resulting from the project.			
FUNDING SOURCE: Federal Bridge Program GENERAL FUND IMPACT: NO ADDITIONAL		OTHER FUND: AMOUNT: \$ 106,189.00 N/A	
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES ☒ NO TYPE OF EMPLOYEE NONE		IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES ☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES ☒ NO	
SPACE BELOW FOR CLERK’S USE			
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN		SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO:_____	
BOARD VOTE: ☐ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:		RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____	
COMMENTS:			

CLERK OF THE BOARD

02/03/2026

DATE

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD, SUITE A
RANCHO CORDOVA, CA 95670



STREAMBED ALTERATION AGREEMENT
EPIMS NOTIFICATION No. SIE-46050-R2
KANAKA CREEK

SIERRA COUNTY
PLUMBAGO ROAD BRIDGE REPLACEMENT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Sierra County (Permittee) as represented by Bryan Davey.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on December 18, 2023, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with this Agreement.

PROJECT LOCATION

The project is located at Kanaka Creek, in the County of Sierra, State of California; Latitude 39.464468, Longitude -120.838225; along Plumbago Road near the community of Alleghany in Sierra County, CA; Assessor's Parcel Number: 006-090-002-0.

Exhibit A shows the project location.

PROJECT DESCRIPTION

The project is limited to the removal and replacement of the existing Plumbago Road Bridge over Kanaka Creek. The existing bridge is a single-span railroad flat-car structure with a span length of approximately 90 feet. It will be replaced with a 92.5-foot long and 18.3-foot wide, single-span, cast-in-place bridge. The girder superstructure will be a prestressed concrete box supported on seat type abutments with 36-inch cast-in-drilled-hole concrete pile shaft foundations. A temporary detour bridge will be

constructed immediately east (upstream) of the existing bridge to accommodate traffic during construction, as well as provide construction access. Improvements at each of the approaches will include approximately 145 feet of new gravel road. The Project is expected to remove approximately thirteen (13) native trees, consisting of three (3) white alder, eight (8) Douglas fir, and two (2) incense cedar.

Equipment and machinery used to construct the project will likely include front loaders, excavators, cement mixers and welding equipment. Access to the site/staging area will occur along Plumbago Road.

Exhibit B shows the project plans.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include Foothill yellow-legged frog (*Rana boylei*), Western pond turtle (*Emys marmorata*), Northern goshawk (*Accipiter gentilis*), Yellow warbler (*Setophaga petechial*), California spotted owl (*Strix occidentalis occidentalis*), bat species, fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include loss of foraging, nesting, and shelter habitat; disruption to wildlife; disturbance of nesting due to increased human activity, noise, and vibrations; direct take of fish and other aquatic species; direct mortality or injury to individual plants and animals caused by project activities; impediment to migration of aquatic and terrestrial species during the project; and direct loss of resources for aquatic organisms. Introduction of sedimentation or other pollutants into the watercourse; short-term release of contaminants (e.g., incidental from project activities); loss of natural bed or bank; change in contour of bed, channel or bank; degradation of channel; loss of bank stability during the project; increase of bank erosion during the project; disturbance from project activity; diversion of flow water from, or around, activity site; and dewatering.

The project will cause temporary impacts to approximately 0.30-acre (1,3068 square feet) Douglas fir forest and permanently impact approximately 0.02-acre (871.2 square feet) of Douglas fir forest. The Project is expected to remove 13 native trees, consisting of 3 white alder, 8 Douglas fir, and 2 incense cedar.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily

available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall work with the Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with this Agreement.
- 1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.6 Notification of Project Modification. Permittee agrees to notify CDFW of any modifications made to the project plans submitted to CDFW.
- 1.7 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.
- 1.8 Does Not Authorize "Take." This Agreement does not authorize "take" of any California Endangered Species Act (CESA) listed species. Take is defined in Fish and Game Code section 86, as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, Permittee shall consult with CDFW and demonstrate compliance with CESA.
- 1.9 CEQA Compliance. Permittee shall implement and adhere to the mitigation measures in the Mitigated Negative Declaration (MND) (SCH No. 2024040074), and all associated documents adopted by the County of Sierra Department of Transportation as lead agency for the project pursuant to the CEQA (Pub. Resources Code, § 21000 et seq.). If the results of focused or pre-commencement surveys indicate that additional impacts may result from project activities that were not analyzed in the CEQA document, then Permittee should comply with CEQA before the project commences.
- 1.10 Limitations on Authorization of Water Use. This Agreement does not authorize any diversion, use, or storage of water unless already permitted by law. Permittee is

responsible for obtaining all necessary water rights and maintaining compliance with the State Water Code and Title 23 California Code of Regulations as appropriate. Permittee shall store and use water in accordance with a valid water right, including any limitations on when water may be stored and used, the purpose for which it may be stored and used, and the location(s) where water may be stored and used. Information regarding water right registrations can be found at https://www.waterboards.ca.gov/waterrights/water_issues/programs/registrations. Information about water right permits and applications can be found here: https://www.waterboards.ca.gov/waterrights/water_issues/programs/applications.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work Period. Project activities covered under this Agreement shall be confined to the period between April 1 and October 1 during the term of this Agreement. *Revegetation, restoration, and erosion control work located outside of flowing water is not confined to this time period.*
- 2.2 Work Period Modification. If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period and extended on a day-to-day basis (or for some other set period of time) by CDFW (see Contact Information). Permittee shall submit a written request for a work period modification to CDFW. The work period modification request shall: 1) describe the extent of work already completed; 2) provide a schedule for activities to be conducted within the requested modification period; 3) detail the time required to complete each activity; and 4) provide photographs of current site conditions. Work period modifications are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW will have ten (10) business days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the modification.
- 2.3 Work Period in Low Rainfall / Dry Weather Only. The work period within the project area shall be restricted to periods of low rainfall (less than 1/4-inch per 24-hour period) or periods of dry weather (with less than a 50% chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be provided upon request by the CDFW. All erosion control measures shall be initiated prior to all storm events. *Revegetation, restoration, and erosion control work located outside of flowing water is not confined to this work period.*
- 2.4 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for tree removal already described in the project description, no native trees with a trunk diameter

at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree. Vegetation that will not be removed by the project shall be marked for protection and may only be trimmed with hand tools to the extent necessary to gain access to the work sites.

- 2.5 Vegetation Removal Methods. Hand tools (e.g., trimmer, chain saw, etc.) shall be used to trim vegetation to the extent necessary to gain access to the work site(s); larger equipment shall not be used for vegetation removal unless already described in the project description.
- 2.6 Designated Biologist. At least thirty (30) business days before initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a biological monitor (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist prior to the commencement of project activities. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site and have the necessary handling permits. The Designated Biologist shall be responsible for monitoring all project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement. The Designated Biologist shall be responsible for observing bird activity and any newly active nests. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Permittee shall notify CDFW in writing if a substitute Designated Biologist is selected or identified at any time during the term of this Agreement.

Biological Resources

- 2.7 Leave Wildlife Unharmed. If any wildlife is encountered during the course of the project, said wildlife shall be allowed to leave the project area unharmed.
- 2.8 Special-Status Species encountered during work. If Permittee encounters any special-status species during project activities, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during project activities, Permittee encounters any species listed pursuant to the CESA, work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.

- 2.9 Nesting Bird Survey. If project-related activities are scheduled between February 1 to August 31 (the typical nesting season), a focused survey for nests shall be conducted by a Designated Biologist no greater than fifteen (15) calendar days prior to the beginning of Project-related activities. The Designated Biologist shall survey a minimum radius of 500-feet (for migratory birds) and 1/2-mile (for raptors) around the Project area that can be accessed by Permittee. The results of the survey shall be provided to CDFW upon completion. If no active nests are found, project activities may proceed as scheduled.
- 2.9.1 Active Nests. If an active nest is found, active nests should be avoided, and a no disturbance or destruction buffer shall be determined and established by a Designated Biologist. The buffer shall be kept in place until after the breeding nesting season or the Designated Biologist confirms the young have fledged, are foraging independently, and the nest is no longer active for the season. The extent of these buffers shall be determined by the Designated Biologist and will depend on the species present, the level of noise or construction disturbance, line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.
- 2.9.2 Project Delay. If a lapse in project-related work of fourteen (14) calendar days or longer occurs, the Designated Biologist shall complete another focused survey before Project work can be reinitiated.
- 2.9.3 Permittee Responsibility. It is the Permittee's responsibility to comply with Fish and Game Code Sections 3503, 3503.5, and 3513, regardless of the time of year. This Agreement does not authorize take of birds, their nests, or their eggs.
- 2.10 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species from one work site and/or water body to another. Prior to entering the project area, Permittee shall inspect equipment for invasive species and, if any signs of invasive species are found, the equipment shall be cleaned to remove those species. All visible soil/mud, plant materials, and animal remnants on equipment will be removed prior to entering and exiting the work site and/or between each use in different water bodies. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work site is discovered during work activities by contacting CDFW's Invasive Species Program by email at Invasives@wildlife.ca.gov.
- 2.11 Foothill Yellow-Legged Frog Pre-Construction Survey Plan. The Designated Biologist shall develop a Pre-Construction Survey Plan for foothill yellow-legged frog and submit it to CDFW for review at least 14 calendar days prior to commencing project activities. The Plan shall include what life-stage(s) shall be surveyed for, survey method(s), and timing of survey(s). The Plan shall provide justification for timing and methodology of survey design (e.g., watershed

characteristics, regional snowpack, timing and rate of spring runoff, day length, average ambient air and water temperatures, local and seasonal conditions). If the Project Site has suitable frog breeding habitat, the Pre-Construction Survey Plan shall include performing egg mass/larval surveys.

- 2.12 Foothill Yellow-Legged Frog Pre-Construction Surveys. Within 3-5 calendar days prior to entering or working at the Project Site, the Designated Biologist shall perform a pre-construction survey, as specified in the Pre-Construction Survey Plan, within the boundaries of the Project Area plus a 500-foot buffer zone upstream and downstream of the Project Area that can be accessed by the Permittee. The survey shall include a description of any standing or flowing water. The Permittee shall provide Pre-Construction Survey results, notes and observations to CDFW prior to commencing Project Activities. If the Permittee encounters any life stages of foothill yellow-legged frogs during pre-construction surveys or during Project Activities, work shall be suspended in the immediate vicinity, and CDFW notified within 24 hours. Work may not re-initiate in the immediate vicinity until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.
- 2.13 Western pond turtle. Within 24 hours prior to starting construction activities, the Designated Biologist shall survey the project site and riparian habitat within 500 feet of the impact location for western pond turtle (*Actinemys marmorata*). If western pond turtle is encountered during surveys, a site-specific avoidance, minimization, and/or relocation plan shall be prepared for review and approval by CDFW. This plan shall be submitted and approved prior to starting construction activities within the areas where pond turtles were discovered. All the measures included in the approved plan shall be implemented during project activities.
- 2.14 Bat Habitat Assessment and Avoidance. If bat roosting habitat is present, and activities are scheduled during the maternity season (April 15 to August 31) or the hibernation season (October 15 to March 1), the Permittee shall: 1) conduct pre-construction surveys and 2) develop a Bat Avoidance and Exclusion Plan, if applicable.
- 2.15 Bat Pre-Construction Surveys. The Designated Biologist shall develop a Bat Survey Plan (BSP) and submit it to CDFW for review and approval. The BSP shall include a list of potential bat species present, survey method(s), and timing of survey(s). The BSP shall provide justification for timing and methodology of survey design (e.g., habitat characteristics, day length, average ambient air temperatures, local and seasonal conditions). The survey results shall identify: 1) the exact location of all roosting sites (location shall be adequately described and shown on a digital map with GPS coordinates), 2) the number of bats present at the time of visit (count or estimate), 3) species of bat detected, if known (include how the species was identified), and 4) the type of roost(s) i.e., maternity, hibernaculum, night roost (rest at night while out feeding), or day roost (resting during the day). Results of the survey shall be submitted to CDFW within two (2) business days of

survey completion. If bats are detected during any survey, subsequent surveys are not required, and the Designated Biologist shall develop a Bat Avoidance and Exclusion Plan and submit to CDFW for review and approval.

2.16 Bat Avoidance or Exclusion Plan (BAEP). If an active bat roost is found in a tree or structure that must be impacted, the Designated Bat Biologist shall develop and submit to CDFW for review and approval a BAEP. The BAEP shall include, at minimum, the following:

- a. Bat Roost Buffer. The Permittee shall establish an appropriate no-disturbance buffer around bat roosts, in coordination with CDFW, during maternity (April 15 to August 31) or hibernation (October 15 to March 1) seasons. The Permittee shall maintain the buffer until the Designated Biologist determines the roost is no longer occupied. The Permittee shall clearly delineate habitat and bat roosts within the Project Area with posted signs demarking the avoidance areas using stakes, flags, and/or rope or cord. The Permittee shall delineate bat roosts with different materials than those used to delineate the Project Area. The Permittee shall remove all materials used for delineation upon completion of the Project.
- b. Exclusion Devices. Exclusion devices shall be installed either (1) between approximately March 1 (or when evening temperatures are above 45°F and rainfall less than ½-inch in 24 hours occurs) and April 15, prior to parturition of pups; or (2) between September 1 and October 15 (or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½-inch in 24 hours). Specific exclusion devices may include one-way doors, lights and fans, foam or steel wool. The Designated Biologist shall monitor the roost prior to exclusion to confirm that it does not support a maternity colony. If a maternity colony is or may be present, the roost shall be avoided until it is no longer active, or until the Designated Biologist can confirm that no maternity colony is present.
- c. Tree Trimming and/or Removal. Tree trimming and/or tree removal shall be scheduled either (1) between approximately March 1 (or when evening temperatures are above 45°F and rainfall less than ½-inch in 24 hours occurs) and April 15, prior to parturition of pups; or (2) between September 1 and October 15 (or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½-inch in 24 hours). Additionally, trees shall be removed in two steps over a period of two days. On the first day, all branches that do not contain roosting habitat shall be removed. The remaining portion of the tree shall be removed on the second day. All branch removal will be conducted using chainsaws or similar handheld equipment. Tree trimming and/or tree removal may occur outside of this work window only after consultation with CDFW and after confirmation that the suitable habitat is not occupied.

If a lapse in project activities of six months or longer occurs, the Designated Biologist shall complete another habitat assessment before Project activities can be reinitiated. If the subsequent habitat assessment identifies bat habitat, the Permittee shall: 1) conduct pre-construction surveys and 2) develop a BAEP, if applicable and in accordance with the parameters described above.

Revegetation and Restoration

- 2.17 Seeding. Permittee shall restore all exposed/disturbed areas and access points within the project area, by seeding with a native seed mix of known genetic origin, unless otherwise agreed upon with CDFW. Revegetation shall be completed in the fall before the start of the rainy season and as soon as possible after project activities.
- 2.18 Native Plant Materials. Revegetation shall include only local plant materials native to the project area, unless otherwise approved by CDFW in writing.
- 2.19 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive non-native plant species. Prohibited invasive non-native plant species include those identified in the California Invasive Plant Council's database, which is accessible at: <http://www.cal-ipc.org>.
- 2.20 Stream Materials. Rock, gravel, and/or other materials shall not be imported to, taken from or moved between watercourses except as otherwise addressed in this Agreement.
- 2.21 Return Low Flow Channel to Pre-project Conditions. If a stream channel has been altered during the operations, Permittee shall return its low flow channel, as nearly as possible, to pre-project conditions. Permittee shall return the gradient of the watercourse to pre-project grade unless such operation is part of a restoration project, in which case, the change in grade shall be approved by CDFW prior to project commencement.

Erosion Control/Stabilization

- 2.22 Erosion Control. Permittee shall actively implement best management practices (BMPs) to minimize turbidity and siltation and prevent erosion and the discharge of sediment where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat during project activities. Precautions shall include, but are not limited to: pre-project planning to identify site specific turbidity and siltation minimization measures; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other

siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches.

2.22.1 Monitoring. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control.

2.22.2 Materials. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of non-native plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of wildlife, shall not be allowed. Permittee shall remove and dispose of all temporary BMPs and any related material upon completion of project activities.

2.22.3 Implementation. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon the CDFW's determination that turbidity/siltation levels resulting from project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW-approved control devices are installed or abatement procedures are initiated.

2.23 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosion control devices containing plastic netting, including photo- or bio-degradable plastic netting. These items are commonly found in straw wattles (fiber rolls) and erosion control blankets.

2.24 Site Restoration. All areas and access points exposed or disturbed during project activities shall be restored using conditions as set forth in the *Revegetation and Restoration* section above. Seeded areas shall be covered with broadcast straw, mulch, and/or erosion control blankets.

2.25 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: <http://www.nws.noaa.gov>.

Avoid/Minimize Effects of Equipment

- 2.26 Heavy Equipment Maintenance. Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, Permittee shall use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Permittee shall place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat.
- 2.27 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall take place where petroleum products or other pollutants from the equipment may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat.
- 2.28 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for project activities, but shall not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat.
- 2.29 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located where they may not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat, unless otherwise approved by CDFW in writing.
- 2.30 Building Material Storage. Project building material and/or project equipment shall not be placed where materials could pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, sensitive habitat, or where they may cover aquatic or riparian vegetation.
- 2.31 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment that will enter the water by utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing personal equipment, paying close attention to small crevices such as boot laces, seams, net corners,

etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow larger equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.

- 2.32 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat.
- 2.33 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders shall be positioned over drip pans and secondary containment, as necessary. Stationary equipment shall have suitable containment to handle any spill/leak. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat.

Debris Materials and Waste

- 2.34 Remove Structures. Project-related structures and associated materials not designed to withstand high water flows or placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life, wildlife, or riparian habitat shall be moved to areas outside the floodplain before such flows occur.
- 2.35 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or project debris on the project site.
- 2.36 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project area and vicinity immediately upon completion of project activities.
- 2.37 Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter sensitive areas, or placed in locations where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat.
- 2.38 Hazardous Materials. Debris, soil, silt, sand, rubbish, project waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any

other substances which could be hazardous to aquatic life, or other organic or earthen material from project activities shall not be stored where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located where it may not pass into the waters of the state, the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat, unless otherwise approved by CDFW in writing. Permittee shall ensure that all project areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures.

- 2.39 Removal of Debris, Materials and Rubbish. Permittee shall remove all project generated debris, building materials and rubbish from the project area following completion of project activities.
- 2.40 General Concrete Condition. No water contaminated with concrete shall be allowed to enter the streams or riparian areas. Any water that has come in contact with wet concrete shall be collected and treated or disposed of in accordance with local and state laws. To prevent the release of materials that may be toxic to wildlife species, poured concrete shall be isolated from contact with water and allowed to dry/cure for a minimum of fifteen (15) days.
- 2.41 Isolate Wet Concrete from Stream. If any structure is cast in place, the area poured shall be completely bermed and isolated to contain all and any wet concrete, even if water is not present. The berm may be made of sandbags or dirt, but it shall be lined with plastic to prevent any material from seeping past the berm. Permittee shall maintain the berm in place until the concrete is cured or is otherwise determined to present no danger of leaching high-pH or other potentially hazardous compounds into a watercourse.
- 2.42 No Pouring in Advance of Rain. No concrete or cement product may be poured if rain is forecasted within fourteen (14) days. If any concrete is poured after November 1, or if measurable rain may fall fourteen (14) days after pouring, a quick cure ingredient shall be added to the concrete mix to ensure a faster set or drying time.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Habitat Mitigation and Monitoring Plan (HMMP). No later than ninety (90) days before the start of Project construction activities, Permittee shall submit to CDFW

for review and approval a HMMP that identifies 0.06-acres of habitat creation and/or habitat enhancements activities. The HMMP shall also include the following information, if applicable to the mitigation option selected by the Permittee:

- i) a description of the existing physical conditions of the proposed creation and/or restoration site, including water resources and habitat types, and a map that identifies the location of the site;
- ii) a plan for the preparation of the restoration site, including the removal of nonnative plant species, non-wetland/riparian plant species;
- iii) a local California native plant palette;
- iv) a planting plan, including the wetland and upland species that will be planted on-site, quantity, and location,
- v) monitoring and maintenance measures and a timeline;
- vi) an irrigation plan;
- vii) procedures to ensure that nonnative plants are not introduced or allowed to sustain within the creation or restoration site and a nonnative plant removal plan;
- viii) success standards with contingency measures. Monitoring and maintenance of the restoration site shall be conducted annually for a minimum of five (5) years, or until CDFW determines the mitigation site is successful.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notification of Project Initiation. The Permittee shall notify the CDFW two (2) business days prior to beginning work for each construction season. Notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.
- 4.2 Notification of Project Completion. Upon completion of the project activities described in this Agreement, the project activities shall be photographed. Photographs shall be submitted to CDFW within fifteen (15) business days of project completion. Photographs and project completion notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.
- 4.3 Notification to the California Natural Diversity Database. If any special-status species are observed during project implementation, the Permittee shall submit the California Natural Diversity Data Base (CNDDB) Online Field Survey Form electronically at <https://www.wildlife.ca.gov/data/CNDDB/submitting-data> within five

(5) business days of the sightings, and provide a copy of the form, survey map and/or report to the CDFW's Regional office as instructed in Contact Information section below.

- 4.4 Annual Monitoring Reports. After completion of the Project activities and habitat creation and/or habitat enhancements activities outlined in the HMMP, the new vegetation shall be monitored annually for 5 years after construction to verify that the vegetation has met the success criteria. Every year for 5 years, a monitoring report shall be sent to CDFW for review and approval detailing the current year's stream conditions, success of natural revegetation establishment, survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters shall also be included. The report shall include photos from designated photo stations and other relevant information such as: a summary of invasive species control, methods used to remove non-native plants, and a list of wildlife observed on site. Each annual monitoring report is due to CDFW by the end of February of the following year.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Bryan Davey
Sierra County
PO BOX 98
Downieville, CA 95936
(530) 289-3201
bdavey@sierracounty.ca.gov

To CDFW:

California Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
EPIMS Notification No. SIE-46050-R2
Phone: (916) 358-1163
Email: R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that this Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement.

Before CDFW suspends or revokes this Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes this Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, from obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game

Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend this Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project this Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall **expire five (5) years** from the date signed by CDFW. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to this Agreement and incorporated herein by reference.

Exhibit A. Project Location
Exhibit B. Project Plans

AUTHORITY

If the person signing this Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

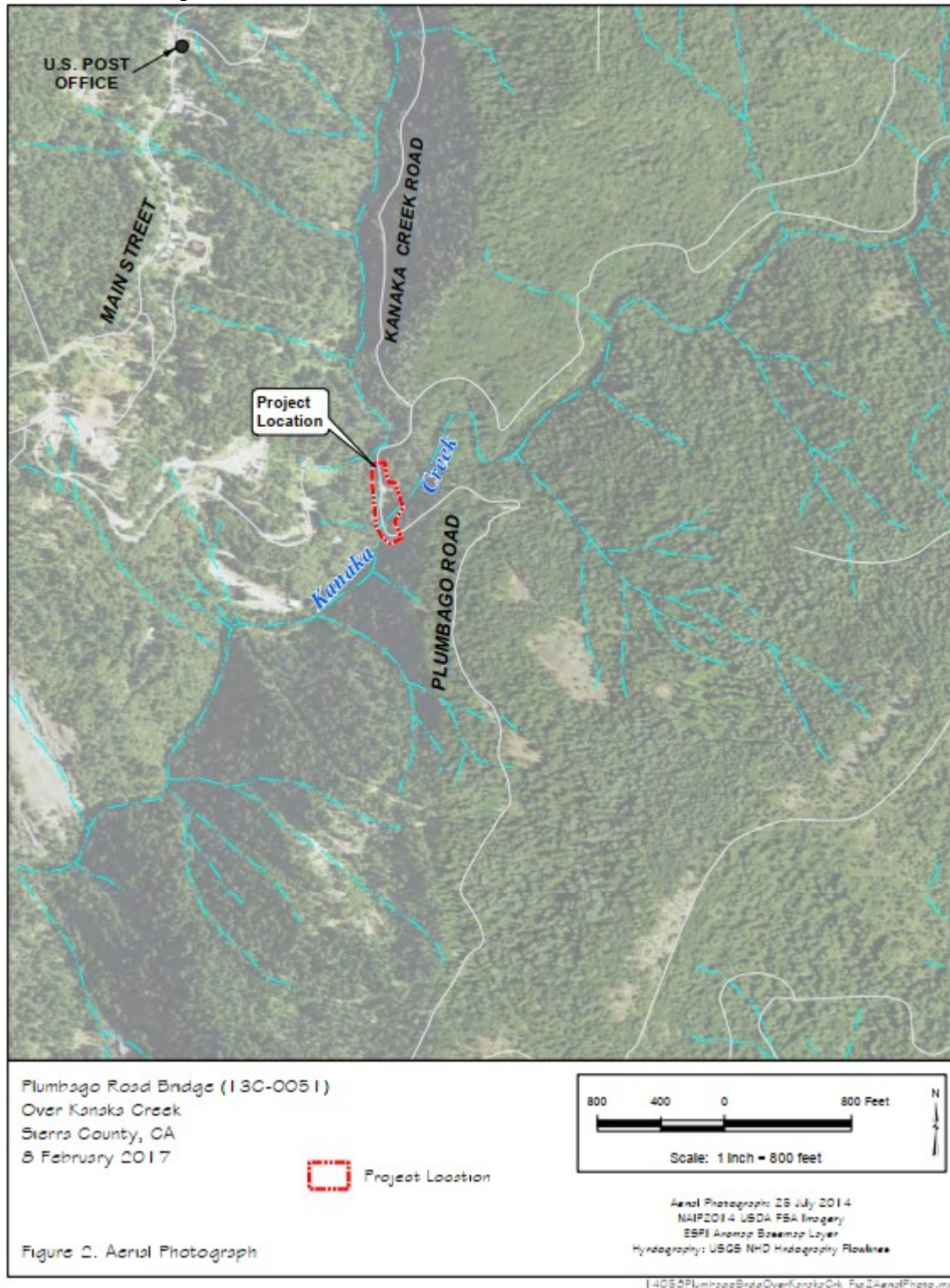
This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Exhibit A: Project Location



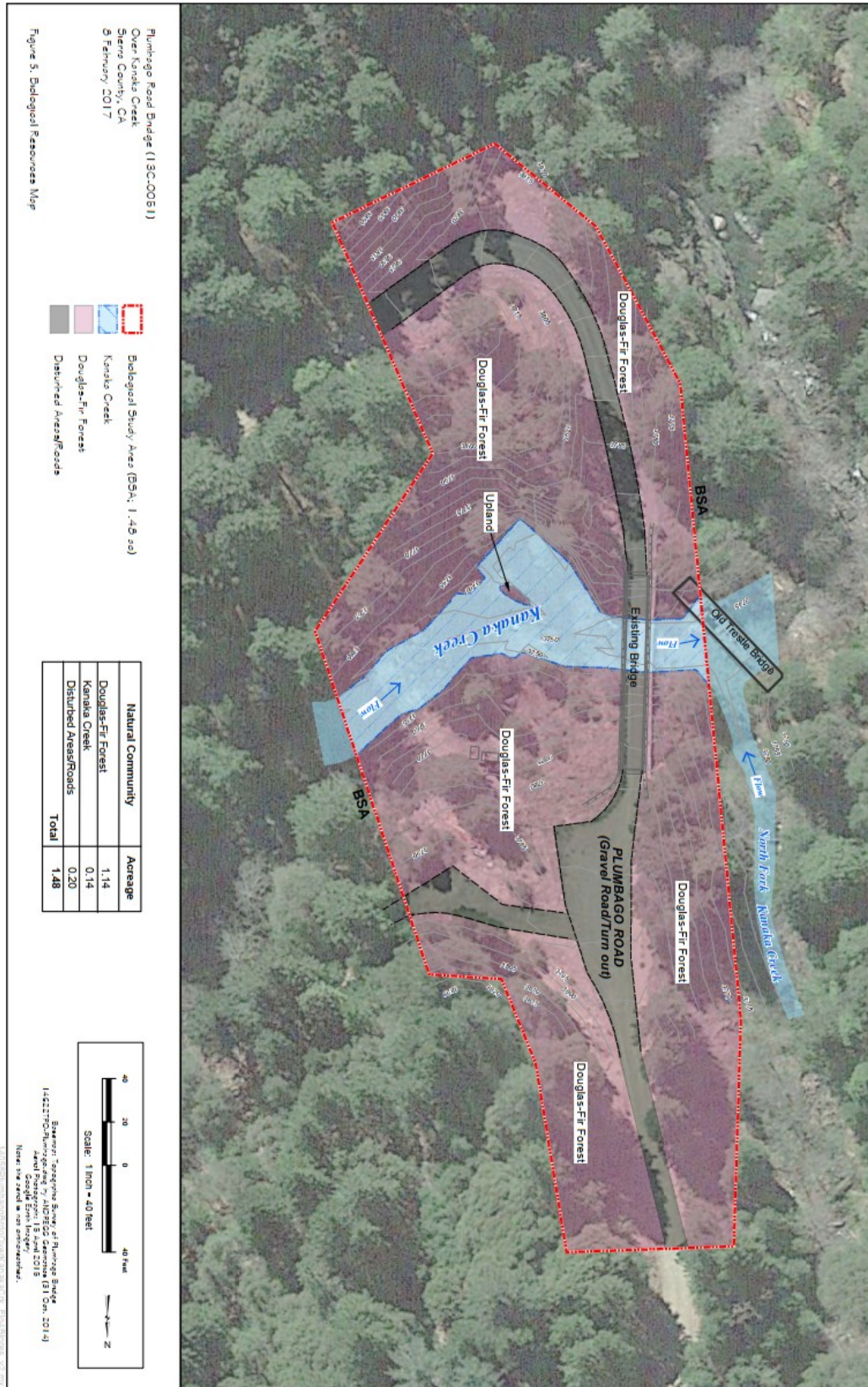
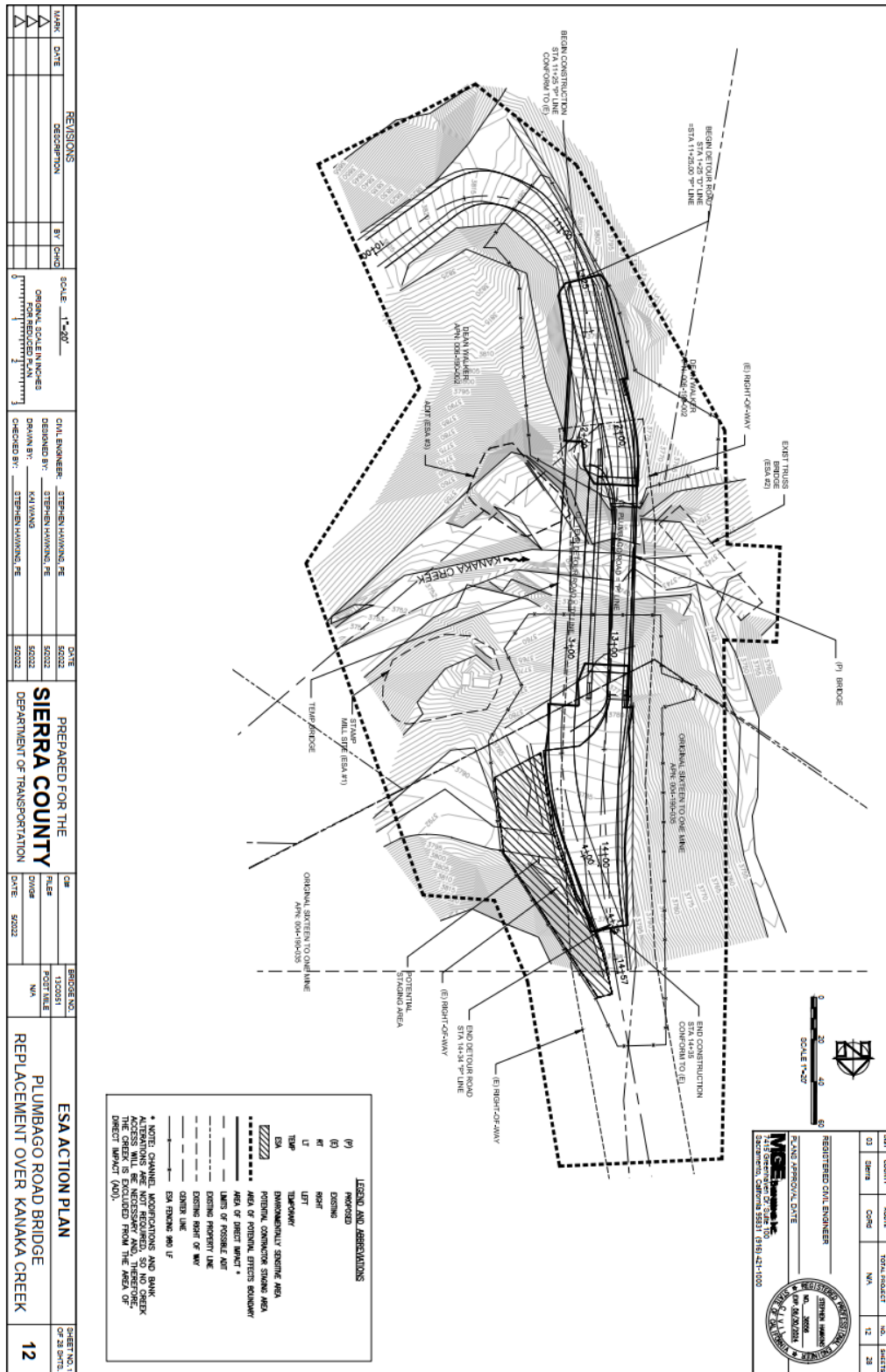
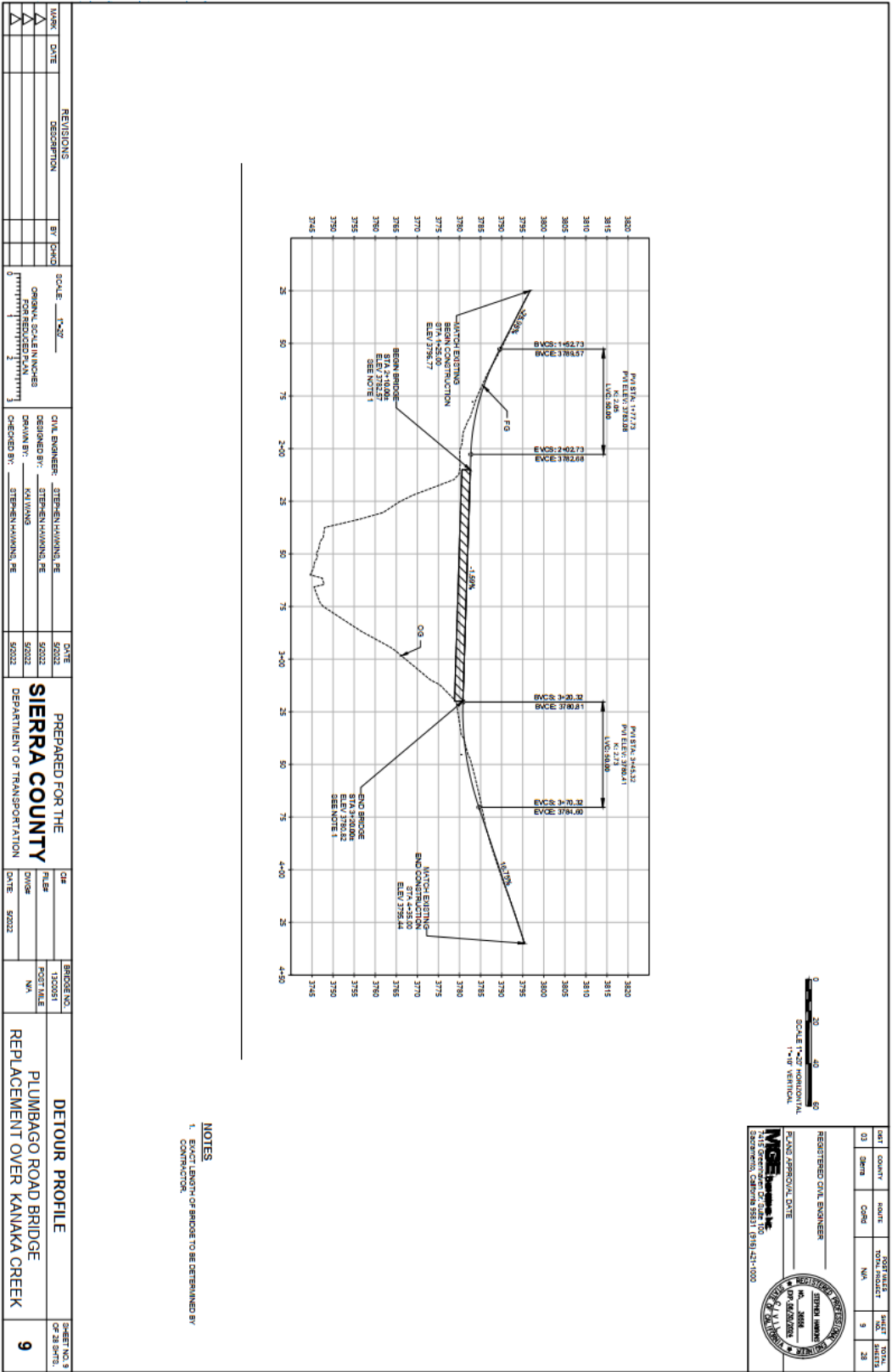
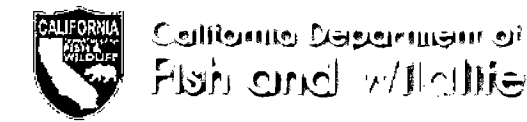


Exhibit B: Project Plans







Permit
List of all current Permits

EPIMS-SIE-46050-R2 - Plumbago Road Bridge Replacement - 2024

Status:	Underway
Region:	Region 2
Notification Type:	10145-Notify for Standard Agreement (Cannabis and non-Cannabis)
Organization:	Sierra County
Permittee Contact:	Bryan Davey
CDFW Contact:	Region 2 CDFW
Total Fees:	\$6,580.50

[Permit List](#) [Genera](#) [Draft](#) [Final](#) [Status](#) [Amendm](#) [Acknow](#) [Corres](#) [Acknow](#)

Final Agreement (Pending Version - Correcting) - Not Current Version

Submit Component

Instructions:

Review the entire Standard Agreement and Exhibits (if applicable). If you identify an issue(s) with the document(s), please contact the CDFW Regional Office identified within the Standard Agreement document.

Final Draft Standard Agreement:

- Review the Final Draft Standard Agreement and Exhibits (if applicable). Click "Edit Form" and in the "Concurrence" section, add your name to the "Permittee Electronic Signature" field, and the date signed.
- Click "Save Form", "Mark as Complete", and "Submit Component".
- Once you have submitted your signed Final Draft Standard Agreement you will receive an email confirming your submittal.
- After submittal of your signed Final Draft Standard Agreement, if you have any questions about the status of your Final Standard Agreement, contact the CDFW Regional Office identified within the Standard Agreement document.
- NOTICE: After CDFW receives the signed Final Draft Standard Agreement, it will make it final by signing it. However, CDFW will not sign the Final Standard Agreement until it has: 1) Complied with the California Environmental Quality Act (CEQA) as lead or responsible agency; and 2) Received written proof that the CEQA Environmental Filing Fee specified in Fish and Game Code section 711.4 has been paid, if a filing fee is required.

Final Standard Agreement:

- Once you have completed your review of the Final Standard Agreement and Exhibits (if applicable), open the pdf document(s) and print.
- A printout of the Concurrence page containing the permittee and CDFW electronic signatures must be attached to the Final Standard Agreement to be valid
- To print the "Concurrence" page, click "Preview Permit" from the "Permit Components" page, then select the "Print" drop-down in the top toolbar, choose "Send to Printer", and click "Print".
- Once the Final Standard Agreement and Concurrence pages are printed, you may begin the project the Final Standard Agreement authorizes, provided you have obtained all necessary local, State, and federal permits or authorizations

This is a negotiated version. You may edit this version and submit it for consideration

Standard Agreement

This Standard Agreement is being issued to:

Sierra County

Final Standard Agreement*: EPIMS-SIE-46050-R2_Final_Standard_Agreement.pdf
Open and print the attached PDF file

If applicable, the documents below are exhibits to the Standard Agreement and are incorporated by reference. Open and print attached file.

SIE-46050-R2 Cover Letter	SIE-46050-R2 Cover Letter.pdf	Last Edited By: Caitlyn Oswald - Nov 5, 2024 4:42 PM	 Add Row
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 Concurrence

 Edit Form

I am the applicant, or I have the authority to sign for the applicant. By my signature, I accept and agree to comply with all provisions contained herein.

I am the applicant or I have the authority to sign for the applicant. By my signature, I accept and agree to comply with all the provisions contained herein.

Final Agreement Effective Date: 11/05/2024

Permittee Electronic Signature: Bryan Davey
First and Last Name

Date Signed: 11/05/2024

Department of Fish and Wildlife

CDFW Electronic Signature : Tanya Sheya

CDFW Representative Title: Environmental Program Manager

Date Signed: 11/05/2024

Acting for: No

Last Edited By: Caitlyn Oswald - Nov 5, 2024 4:42 PM  Edit Form

**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

CREATINENVIRONMENT GROUP LLC
"CONTRACTOR"

In consideration of the services to be rendered, the sums to be paid, with 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: February 3, 2026

Termination Date: February 3, 2031

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

Director of Transportation is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Stephanie Parsons CEO is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

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

9. AGREEMENT DATE.

The effective date of this Agreement is February 3, 2026.

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

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

PAUL ROEN, Chair
BOARD OF SUPERVISORS

STEPHANIE PARSONS,
CHIEF EXECUTIVE OFFICER

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

ANDREW PLETT
COUNTY COUNSEL

ATTACHMENT A

SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

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

- A. CONTRACTOR shall provide all goods and services described in CONTRACTOR'S proposal, attached hereto as Attachment H. CONTRACTOR represents that it has reviewed COUNTY'S request for proposals and that the goods and services in CONTRACTOR'S proposal are appropriate for COUNTY'S intended purpose. All prior promises, warranties or representations by CONTRACTOR are hereby incorporated into this agreement.
- B. CONTRACTOR'S Cost Proposal is hereby attached and incorporated at Attachment I. CONTRACTOR agrees to provide all goods or services described in the Cost Proposal. In the event of any conflict between the terms of the Cost Proposal and the remainder of this Agreement, including but not limited to Paragraph B.1, the term of this Agreement conflicting with the Cost Proposal shall prevail.

A.2. TIME SERVICES RENDERED.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

NONE

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR on a monthly basis a contract fee not to exceed **ninety-six thousand, five hundred thirty-six and 00/100 dollars (\$ 96,536.00)** in accordance with proposal attached as Attachment I. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice. Payment shall be made within thirty (30) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed **\$ 96,536.00** without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

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

B.3 TRAVEL COSTS. Included

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

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of **\$ 9,653.00** with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

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

B.1	Base Contract Fee	<u>\$ 96,536.00</u>
B.2	Mileage	<u>\$ Included</u>
B.3	Travel Costs	<u>\$ Included</u>
B.4	Authorization Required	<u>\$ 0.00</u>
B.5	Special Circumstances	<u>\$ 9,653.00</u>
MAXIMUM CONTRACT AMOUNT		<u>\$ 106,189.00</u>

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 COST PRINCIPLES

- A. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

C.2 RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the agreement pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under the agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Subcontracts in excess of \$25,000 shall contain this provision.

C.3 SUBCONTRACTING

- A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the COUNTY'S Designated Representative, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Any substitution of subconsultants must be approved in writing by the COUNTY's Designated Representative.

C.4 EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the COUNTY's Designated Representative shall be required, before the CONTRACTOR enters into any unbudgeted purchase order or subcontract exceeding

\$5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in the CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY's Designated Representative; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Agreement is subject to the following: "The CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, the CONTRACTOR may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

C.5 CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONTRACTOR in order to carry out this Agreement, shall be protected by the CONTRACTOR from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the Agreement, shall not authorize the CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. The CONTRACTOR shall not comment publicly to the press or any other media regarding the Agreement or the COUNTY's actions on the same, except to the COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- D. The CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.
- E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

C.6 PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

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

1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

C.7 GENERAL COMPLIANCE WITH LAW AND WAGE RATES

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

C.8 DISADVANTAGED BUSINESS ENTERPRISE CONSIDERATIONS

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

C.9 OTHER REQUIRED CERTIFICATIONS

- A. CONTRACTOR shall complete and present to COUNTY a Nonlobbying Certification, attached hereto as Attachment E, a Debarment and Suspension Certification, attached hereto as Attachment F, and a Non-Discrimination Clause, attached hereto as Attachment G, immediately upon execution of this Agreement. All covenants, conditions, warranties, representations and Agreements of CONTRACTOR contained in those forms shall be deemed to be a part of this Agreement, in addition to any other legal effect they may have.
- B. CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed;

or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

D.5 INSURANCE.

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

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

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

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

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

Agreement to bind COUNTY to any obligation whatsoever.

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

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

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

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

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

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

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

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

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

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

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

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

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all 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 the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

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

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

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

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

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

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

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

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

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither

party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

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

D.34 CONFLICT OF INTEREST.

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

D.34.1.5 DISCLOSURE CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project, regardless of whether such relationship must otherwise be disclosed pursuant to D.34. 2 CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

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

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

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

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code*

Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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

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

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

CreativEnvironment Group
2795 E Bidwell Street, #100-236
Folsom, CA 95630

ATTACHMENT E

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACT

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

ATTACHMENT F

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

ATTACHMENT G

NON-DISCRIMINATION CLAUSE

NON-DISCRIMINATION CLAUSE

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

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

ATTACHMENT H
CONSULTANT'S PROPOSAL

Response to Request for Proposal

HABITAT MITIGATION & MONITORING FOR PLUMBAGO ROAD BRIDGE REPLACEMENT OVER KANAKA CREEK FEDERAL AID PROJECT NO. BRLO-5913(058)

- Proposal -

Submitted to: County of Sierra
Department of Transportation
101 Courthouse Square
Downieville, CA 95936

Submitted by: CreativEnvironment Group
2795 E Bidwell Street, #100-236
Folsom, CA 95630



CreativEnvironment
Group LLC

and

EN2 Resources, Inc.
1024 Simon Drive, Suite H
Placerville, CA 95667



Sierra County Department of Transportation
Habitat Mitigation and Monitoring for Plumbago Road Bridge Replacement over Kanaka Creek
Federal Aid Project No. BRLO-5910(508)

PROJECT UNDERSTANDING

CreativEnvironment Group (CEG) and EN2 Resources, Inc. (EN2) (collectively the Project Team) are working to provide unique expertise and direct experience that will be integral to fulfilling the requirements of the Habitat Mitigation & Monitoring Plan (HMMP) for the Plumbago Road Bridge Replacement Project (Project) for Sierra County (County). CEG's Ms. Parsons will serve as the Project Director and Senior Advisor, and County's primary point of contact. CEG will be responsible for ensuring services meet the County's objectives by meeting quality and schedule objectives, and facilitating effective communication between the County and its Construction Management and contractor teams (referred herein to as construction team) as it relates to fulfilling HMMP obligations to support Project construction.

EN2 Resources, Inc. (EN2) will provide project management and technical services, which include subject matter experts required to fulfill the requirements of the HMMP. Mr. Waites of EN2 will be the Project Manager responsible for day-to-day activities including monitoring activities, report and memo writing, and leading technical and field crews from EN2 and CEG.

Goals of the Project and Potential Challenges

The County has requested services to fulfill the requirements of the HMMP. Specifically, the County has requested services to complete the following primary tasks:

- Conduct Qualitative Monitoring
- Conduct Quantitative Monitoring
- Prepare and Submit Annual Monitoring Reports

The Project Team understands that the goal is to meet the success criteria as required in the HMMP and the end of the 5-year period so the County can demonstrate compliance with the Streambed Alteration Agreement and file a Notice of Completion. This requires submittal to and approval of a HMMP by the California Department of Fish and Wildlife Service (CDFW) no later than 90 days before initiation of construction activities. Once the HMMP is approved, a 5-year monitoring effort will be initiated. Success criteria must be met and approved by CDFW at the end of the 5-year monitoring period for filing a Notice of Completion.

Challenges to meeting this goal may include, but are not limited to, delays caused by communication gaps between the County, construction teams, and environmental consultant, unresponsive or slow-to-respond agencies, and natural disasters such as wildland fires and inclement weather that may prevent successful establishment of restoration areas.

Sierra County Department of Transportation
Habitat Mitigation and Monitoring for Plumbago Road Bridge Replacement over Kanaka Creek
Federal Aid Project No. BRLO-5910(508)

To meet this goal, the Project Team has compiled a ready-to-respond bench of experts of regulatory compliance, natural resource, cultural, and biological resource experts necessary to implement specific requirements of the HMMP and address known, unknowns that may arise during Project implementation.

EN2's Subject Matter Experts (SMEs) will conduct Biological and Botanical Review services, identifying sensitive biological resources, habitats, and corridors that may be impacted by Project activities. This team has extensive experience in addressing and overcoming challenges related to restoration efforts. CEG brings significant expertise in agency negotiations and issue identification, along with a strong ability to anticipate and develop solutions for potential obstacles. As practice, the Project Team provides solutions for issues that may arise.

Mr. Waites and Ms. Parsons will lead the Project Team in taking a proactive approach in planning for both ideal and challenging conditions. They will be fully prepared to address obstacles, with response plans in place to navigate any issues effectively. Their keen attention to detail will ensure that the HMMP aligns with CDFW permit requirements, meets regulatory standards, and supports the Project closeout schedule. Coordination with the County and construction team will be customized to meet the County's preferences, incorporating a mix of in-person, phone, email, and video conferencing as needed. Additionally, EN2 will collect, compile, and organize Geographic Information System (GIS) data derived from monitoring activities.

Consulting Team Approach

The Project Team, consisting of CEG and EN2, will ensure that service delivery aligns with County expectations, meets HMMP requirements, is tailored to the Project's specific needs, and supports the Project closeout schedule.

CEG holds multiple certifications, including Small Business (SB) and Small Business for Public Works (SB-PW) through the California Department of General Services, Women Business Enterprise (WBE) via the CPUC Supplier Clearinghouse, Small Business Enterprise (SBE) from Los Angeles County Metropolitan Transportation Authority (Metro), and Disadvantaged Business Enterprise (DBE) under the California Department of Transportation. CEG excels in developing and managing compliance requirements through close collaboration with CM and contractor teams. With extensive experience across all phases of project implementation, CEG applies practical, scalable approaches to compliance—ranging from fieldwork and analysis to regulatory strategy and agency consultation. CEG understands the distinct role of public

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agencies and adapts permitting and environmental compliance strategies to support construction budgets and schedules. As the County's primary point of contact, CEG will oversee the completion of HMMP requirements, fostering team cohesion, reinforcing the County's commitment to environmental stewardship, and mitigating project risks.

EN2 is a small business uniquely integrated within Sierra Nevada communities, possessing firsthand knowledge of regional land use, local issues, political landscape, challenges, and ecosystems. EN2's ongoing projects include engagements with the County of El Dorado's Recreation Division, El Dorado Irrigation District, Tahoe Keys Property Owners Association, Tuolumne Utilities District, private landowners seeking development permits, and regional engineering firms working on infrastructure projects related to transportation, water, energy, and recreation.

EN2 provides an extensive range of environmental planning support services, leveraging decades of expertise in federally and state-funded projects. EN2 specializes in environmental technical analysis, regulatory compliance (e.g., CEQA/NEPA), licensing, project management, mapping, field surveys, construction monitoring, biological and wetlands surveying, cultural resource surveying, permitting (e.g., Clean Water Act), and environmental restoration. Additionally, EN2 maintains a cutting-edge GIS system.

CEG and EN2 have a proven track record of delivering exceptional results and exceeding client expectations. CEG will ensure overall team cohesion and alignment with County requirements, while EN2 will execute technical services with the highest standards of quality, precision, and timeliness. EN2's approach prioritizes efficiency, delivering work that is both necessary and sufficient to achieve the County's goals.

At project initiation, the CEG and EN2 team will collaborate with the County to refine their approach, ensuring alignment with expectations. They will coordinate with the County and construction teams (as approved by the County) in an integrated manner—proactively identifying and addressing challenges, implementing solutions, remaining responsive to County direction at every phase, and strategically allocating resources based on evolving project needs.

In developing this proposal, CEG and EN2 have confirmed staff availability. Together, they provide a highly skilled team of regulatory compliance, natural resource, cultural, and biological experts, ready to fulfill HMMP requirements and address both anticipated and unforeseen challenges throughout Project implementation.

Quality Assurance and Quality Control

The Project Team adheres to standardized procedures for data collection, analysis, and reporting to ensure consistency and accuracy. Their Quality Control measures include:

1. Implementing rigorous data collection and analysis protocols to maintain accuracy and reliability.
2. Safeguarding the security and confidentiality of sensitive information, such as archaeological and cultural resources.
3. Conducting peer reviews of data and reports by senior staff to detect errors or inconsistencies, allowing for improvements before submission to clients.

Additionally, the team maintains comprehensive records of all project-related activities, data sources, and analytical methods. This approach supports the production of clear, concise, and well-structured reports that effectively communicate findings, recommendations, and potential risks

SCOPE OF WORK

EN2 and CEG will provide monitoring and reporting services required to fulfill the requirements of the HMMP as described in the following Scope of Work. CEG will serve as the primary point of contact responsible for ensuring the County's objectives are met and EN2 will provide the SMEs required to complete the technical services. Together CEG and EN2 will provide qualified staff to conduct monitoring.

This scope of work includes tasks to oversee, manage and implement the HHMP as required in the Streambed Alteration Agreement (SAA) EPIMS Notification No. SIE-46050-R2 Kanaka Creek, Natural Environment Study (NES) (2017 Plumbago Road Over Kanaka Creek NES), and Initial Study/Mitigated Negative Declaration (IS/MND) for the Plumbago Road over Kanaka Creek Bridge Replacement Project.

Specifically, the Scope of Work includes:

- Project Management
- Conducting Qualitative Monitoring
- Conducting Quantitative Monitoring
- Preparing and Submitting an Annual Monitoring Report (AMR)

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Task 1 - Project Management

This task allows for collaboration and communication with team members and County staff in-person and through email, telephone conversations, conference calls, and in-person meetings, as well as implementing project management tasks that include submitting reports, monitoring memorandums, and invoices.

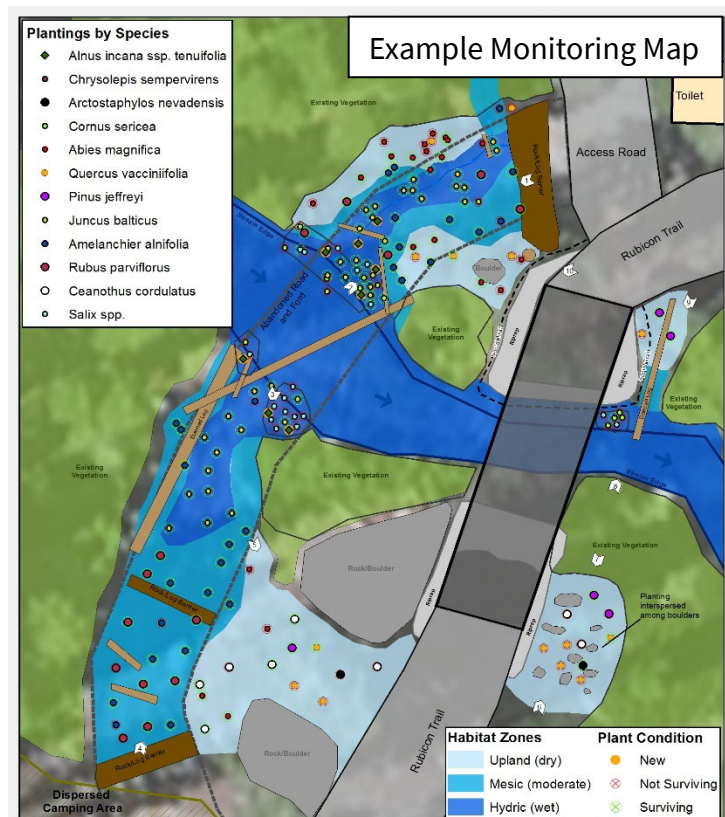
Quality Assurance and Quality Control (QA/QC) includes:

- Review of documents
- Submittal of memos and reports to appropriate County and agency personnel
- Maintaining project schedule

This task's primary purpose is to ensure Sierra County is in compliance with the Streambed Alteration Agreement.

Task 2 - Monitoring

The Project Team will perform monitoring activities during the five-year monitoring period. Monitoring will occur three times each year during the spring, summer, and fall. During the first monitoring event following restoration, photo point stations will be established that will be utilized during each subsequent monitoring event. At least six stations will be established in the habitat creation areas within the restoration site that accurately represent the condition of the site. Global Positioning System (GPS) position and bearing data will be recorded for each photo point. New pictures will be taken at the same photo point position and bearing during each monitoring occurrence.



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A photo log will be included with each monitoring report. A map of all photo point stations will be created and included in the annual reports. The as-built site map with habitat creation areas and plantings will be updated and include photo point stations and used in the annual reports. All GPS positions will be collected using a Trimble DA2 Receiver with decimeter accuracy. Data will be post processed using differential correction to improve accuracy by minimizing atmospheric induced errors.

Qualitative Monitoring

Qualitative Monitoring will occur **twice each year**, once in the spring and once in the fall. Qualitative monitoring will involve a pedestrian survey that will collect data on the condition of the restoration site including the presence of nonnative plant species or pests that could prevent restoration objectives.

A general assessment of the site will record the following data with each monitoring visit:

- Occurrence of invasive species
- Efficacy of erosion control methods
- Drought stress or flood damage
- Vandalism and other potential plant injury

These monitoring events will assess the condition of the restoration area in order to address any concerns and prevent failure of restoration objectives. Any problems identified will be immediately brought to the attention of the County with instructions for corrective measures and a schedule for implementation, if needed.

The data collected during each monitoring event will be summarized in a brief memorandum along with any plant or maintenance recommendations and submitted to the County within two business days.

Quantitative Monitoring

Once annually during the summer dry season the Project Team will conduct quantitative monitoring during the five-year monitoring period. Data collected during quantitative monitoring will determine if the success criteria of the restoration is being met. Monitoring will involve a pedestrian survey that will collect data on planting health, growth, and survival rate. The percentages of native and nonnative riparian vegetation cover within the restoration area will be recorded using cover estimation diagrams and follow with standard vegetation cover assessment methods. The percentages of native and nonnative riparian vegetation

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cover within the restoration area will be recorded with the aid of standard cover estimation diagrams and follow guidelines in California Native Plant Society's (CNPS) Rapid Assessment protocol. Mapping and vegetation assessment/classification will follow guidelines in California Department of Fish and Wildlife's (CDFW) Survey of California Vegetation Classification and Mapping Standards. Pictures will be taken in the same location and bearing established in the photo point stations. Data collected will be incorporated into the annual report which is discussed in Task 3.

Task 3 – Annual Reporting

The Project Team will complete an Annual Monitoring Report (AMR) for each monitoring year for the full 5-year monitoring period. The AMR will provide the information necessary to assess the status and success criteria of the restoration project. Success criteria will be judged based on the established metric in the Habitat Mitigation Monitoring Plan (HMMP) prepared by SWCA Environmental Consultants, February 25, 2025. Success would require 70% survival of tree and shrub restoration plantings by the end of Year 3 and 66% survival of tree and shrub restoration plantings is achieved by the end of the 5-year monitoring period. The County Engineer approved as-built plans will be built upon and updated during future monitoring events that display on-site conditions and photo point stations.

The AMR will include:

- Introduction and project description
- Description of restoration site with an as-built map that displays the most current design plans with survival/mortality of vegetation and potential issues
- Methodology used to collect data
- Results of the qualitative and quantitative monitoring
- Photograph log
- Assessment of the progress and achievement of the success criteria
- Recommendations for any maintenance or measures that may be necessary

The Project Team will complete each final draft AMR annually for submittal to CDFW by February 28 for each monitoring year beginning the year after completion of the installation of the restoration plantings, or as stipulated in the permit documents. The final AMR will contain a statement of success or failure of the restoration site using established criteria.

PROJECT SCHEDULE, DELIVERABLES AND ASSUMPTIONS

Schedule

Monitoring events will begin after restoration has been completed and generally follow the schedule below which is dependent on snow melt, weather conditions, and plant phenology:

- Qualitative Monitoring
 - o Spring (April – June)
 - o Fall (September – November)
- Quantitative Monitoring
 - o Dry Season (August)

A Draft AMR will be submitted to County personnel for review at least 30 days prior to February 28 each monitoring year. The Final AMR will be submitted to the County no later than 15 days prior to February 28 each monitoring year. Monitoring will begin following restoration planting and occur annually for five years.

Deliverables

Quantitative monitoring deliverables will include written documentation with records of percentages of native and nonnative riparian vegetation cover within the restoration area and a photograph log.

Qualitative monitoring deliverables will include a brief memorandum summarizing each site visit and any plant or maintenance recommendations. Each memo will be sent to the County within 20 days of completion of monitoring.

A Draft and Final AMR will be submitted to the County and applicable permitting agencies. The Final AMR will include an as-built map of restoration area with photo point stations and monitoring results.

Projected Hours and Costs Assumptions

- Budget Flexibility:
 - o Hours and budget allocations may vary by individual and task; however, the total project budget will not be exceeded.
- Fieldwork and Reporting:
 - o Each monitoring event assumes one 10-hour day for a team of two surveyors.

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- o The 10-hour day includes travel time, field surveys, and post-fieldwork tasks such as preparation of the 10 qualitative memorandum and photo documentation logs.
 - o Restoration maintenance will not be conducted by EN2 or CreativEnvironment.
 - o Five (5) Annual Monitoring Reports consisting of approximately 10 pages will be prepared and submitted to Sierra County.
- Monitoring Frequency:
 - o Quantitative Monitoring: Conducted once per year
 - o Qualitative Monitoring: Conducted twice per year
- Travel Calculations and Equipment Cost
 - o Hours and mileage are calculated from EN2 Resources' Placerville office using the 2025 IRS mileage reimbursement rate.
 - o Round-trip travel is estimated at 200 miles per survey event.
 - o GPS unit rental is estimated at \$100 per 10-hour day.

PROJECT TEAM

Project Contacts

Ms. Parsons of CEG will act as the Project Director and Senior Advisor, serving as the County's primary point of contact for all service-related matters and overseeing day-to-day operations through to completion. Mr. Waites of EN2 will serve as the Project Manager, responsible for all technical aspects, including monitoring, report and memo preparation, and leading field crews.

Consulting Team Background

CEG is certified as a small, woman-owned business located in Folsom, CA, providing advisory and consulting services regarding natural resources environmental and regulatory compliance. The firm specializes in the development, implementation and delivery of permit, mitigation and compliance strategies that support a variety of project types (public and private, infrastructure and residential development, mitigation site and conservation strategy development and implementation, compliance monitoring during construction etc.). CEG delivers quality environmental documentation and develops creative and practicable project implementation and management approaches. CEG is comprised of two employees.

EN2 is a small business with offices located in South Lake Tahoe and Placerville, less than 60 miles from the Project area. EN2 is uniquely engaged with the communities of the Sierra

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Nevada region, and understands firsthand the local land uses, issues, the people, the politics, the challenges, and the unique ecosystems of the region. EN2's current project commitments include contract engagements with the County of El Dorado's Recreation Division, El Dorado Irrigation District, Tahoe Keys Property Owners Association, Tuolumne Utilities District, private landowners applying for development permits, and regional engineering firms engaged in transportation, water, energy, recreation, and other infrastructure development and improvement projects. EN2 consists of 6 employees and is fully equipped with all the essential field equipment required to support the proposed services.

Consulting Team Experience

The Project team brings extensive expertise and a strong track record in providing environmental compliance, regulatory guidance, and project management services for federally funded transportation projects. Their collective experience spans environmental documentation, permitting, mitigation, monitoring, and regulatory coordination, ensuring seamless project delivery while adhering to federal, state, and local requirements.

With a history of successful engagements on high-profile infrastructure projects—including Sites Reservoir, Sacramento Regional Transit's Light Rail Modernization, and the California High-Speed Rail Program—CEG has demonstrated leadership in developing environmental compliance programs, managing mitigation strategies, and serving as an integral liaison between regulatory agencies, engineering teams, and construction management.

EN2 complements this expertise with decades of experience in environmental planning, biological and wetlands surveying, restoration efforts, and permitting for complex projects such as bridge restoration, watershed conservation, and transportation infrastructure improvements. Their specialized knowledge of regional ecosystems and regulatory frameworks makes them uniquely positioned to navigate the challenges of federally funded transportation projects.

Together, CEG and EN2 offer a comprehensive approach to environmental compliance and project execution, ensuring that all regulatory requirements are met while supporting efficiency, accuracy, and the successful completion of federally funded transportation initiatives.

The following are examples of agency-led projects—state, federally, and locally funded—that demonstrate the Project Team's capability and proven experience in delivering services similar to those outlined in this Request for Proposal (RFP):

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The Sites Reservoir Project, Sites Project Authority, Role: Environmental Regulatory and Compliance Advisor

Sites Reservoir is a proposed 1.5-million-acre foot off stream reservoir in Maxwell, California. Once operational, Sites Reservoir will also be integrated with the State Water Project and Central Valley Project. As part of the Project Integration Team, CEG is supporting program and project-level strategies to support project delivery of the Sites Reservoir Project. CEG is leading the development of an Environmental Compliance Program, approach to Section 408 approval process, mechanisms to fulfill air quality mitigation requirements, and serve as a liaison between Environmental Planning & Permitting, Engineering & Construction, and Procurement and Contract teams to provide environmental compliance technical advice and support delivery of projects/construction packages.

Light Rail Modernization Project, Sacramento Regional Transit District (Sac RT), Role: Environmental Compliance Lead

The Light Rail modernization project includes the implementation of new light rail trains, updates to stations and more frequent service to Folsom area stations. As part of the 4Leaf, Inc Construction Management Team, CEG provided advisory and oversight services required to successfully fulfill environmental mitigation compliance inspection and reporting requirements, including implementation of the Mitigation, Monitoring and Reporting Program (MMRP) and Worker Environmental Awareness Program (WEAP) for the project. CEG's included monitoring and reporting activities throughout the entire construction process, including the project's preconstruction, active construction, and end-of-construction phases.

California High-Speed Rail Program, California High-Speed Rail Authority, Role: Statewide Permit, Permit, Mitigation and Compliance Lead

Ms. Parsons of CEG was responsible for work performed to develop, implement, and deliver permitting/consultation, mitigation (regional and project-specific) and compliance (e.g., Mitigation, Monitoring and Reporting Program (MMRP) implementation and documentation) strategies per adopted Business Plans for the nine sections of the high-speed train system. She reported directly to and assisted the California High-Speed Rail Authority (Authority) Director of Environmental Services in developing and implementing approaches, objectives, scopes of work, comprehensive and integrated schedules, contracts, and budgets as relevant to environmental compliance. In this role, she served as the primary point of contact for regulatory/responsible, cooperating and partnering agencies on behalf of the Authority and Federal Railroad Administration (FRA).

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Monitoring and Restoration for the Bridge Construction Project at Gerle and Ellis Creeks (El Dorado County)

EN2 conducted restoration planting with three years of maintenance and monitoring. EN2 was responsible for site preparation, as-built planting diagrams, restoration reports, and ongoing monitoring reports with photo logs for the revegetation of two restoration sites along the Rubicon Trail. Restoration activities included planting containerized plants, cutting and installing willow cuttings, erosion control measures, and ongoing monitoring and maintenance of both sites.

Monitoring and Restoration for the Bridge Construction Project at Tennessee and Weber Creeks (El Dorado County)

EN2 conducted restoration planting with five years of maintenance and monitoring. EN2 was responsible for site preparation, as-built planting diagrams, restoration reports, and ongoing monitoring reports with photo log for the revegetation of two restoration sites. Restoration activities included planting containerized plants, erosion control measures, and ongoing monitoring and maintenance of both sites.

Environmental Documentation, Permitting, and Wetlands Delineation/Sierra Nevada Yellow Legged Frog Surveys for the Euer Valley Restoration Project (Truckee River Watershed Council)

EN2 and its sub-contractors conducted a detailed site analysis of approximately 30 acres of land owned and managed by the Tahoe Donner Association (TDA), which was a recommended long-term trail improvements project identified in TDA's Trails Master Plan. The site analysis was conducted to inform restoration opportunities and engineered design plan sets related to stream, floodplain, meadow and recreational considerations and to provide biological and cultural resources environmental analyses and documentation needed to complete CEQA per Nevada County requirements. EN2/SEA's scope of work involved project meetings with Truckee River Watershed Council (TRWC), TDA, and Nevada County to review and discuss design plans and to review the CEQA findings and conclusions.

Data review and collection focused on understanding ongoing geomorphic processes, stream responses, and recreational uses of the Project area. EN2/SEA also coordinated geomorphological and topographic field surveys and subsurface geotechnical investigations. EN2/SEA prepared all aspects of the required CEQA Initial Study/Mitigated Negative Declaration. EN2's permitting support allowed TRWC to develop and submit all necessary environmental regulatory permit applications including USACE Nationwide #27, Lahontan RWQCB Section 401 water quality certification, stormwater general construction permit (State

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Water Board), Nevada County grading permit and CA Department of Fish & Wildlife Streambed Alteration Agreement. EN2/SEA also performed Sierra Nevada Yellow Legged Frog surveys as part of US Army Corps of Engineers Section 404 permitting pre-construction requirements. The successful regulatory review and technical process contributions by EN2/SEA allowed construction to proceed in 2024 on the first major phase of TDA's Master Plan for Euer Valley.

Feather River Parkway Project (City of Yuba City)

EN2 supported the City of Yuba City (City) for 10 years completing environmental analyses, construction monitoring, environmental documentation and permits, and agency consultations for construction of the Feather River Parkway Project (formerly Willow Island Project) (Project). In two phases, the Project implemented recreational improvements and converted the Willow Island area into a river front park. The City received funding for the Project from the State of California Resources Agency, through the Proposition 50 California River Parkways Grant Program/Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002.

Phase I of the Project area encompassed approximately 65 acres and created approximately 2.6 miles of public pedestrian and cycling trails, public parking, a pavilion, picnic areas, field sport areas, boardwalk, and beach landing. EN2 worked with the City to design public educational displays and interpretive signage to describe the setting of the viewable habitat (i.e., habitat function, wildlife species, fisheries, the restoration process, regional and state history, the river's significance to the California State Water Project, and its functionality).

Phase II of the Project expanded and improved the river front created in 2012 (during Phase I) and encompassed approximately 84 acres north of the existing river front park and created 2.6 miles of new public trails. The Project improvements included additional pedestrian and cycling trails, picnic areas, building an elevated structure overlooking the Feather River, and improving access to a pond in the completed Phase I area. The Project enhanced and restored approximately two acres of wetlands and improved and preserved 10 acres of riparian woodlands, and included interpretive signage that described the habitat setting of the Project similar to that produced in Phase I.

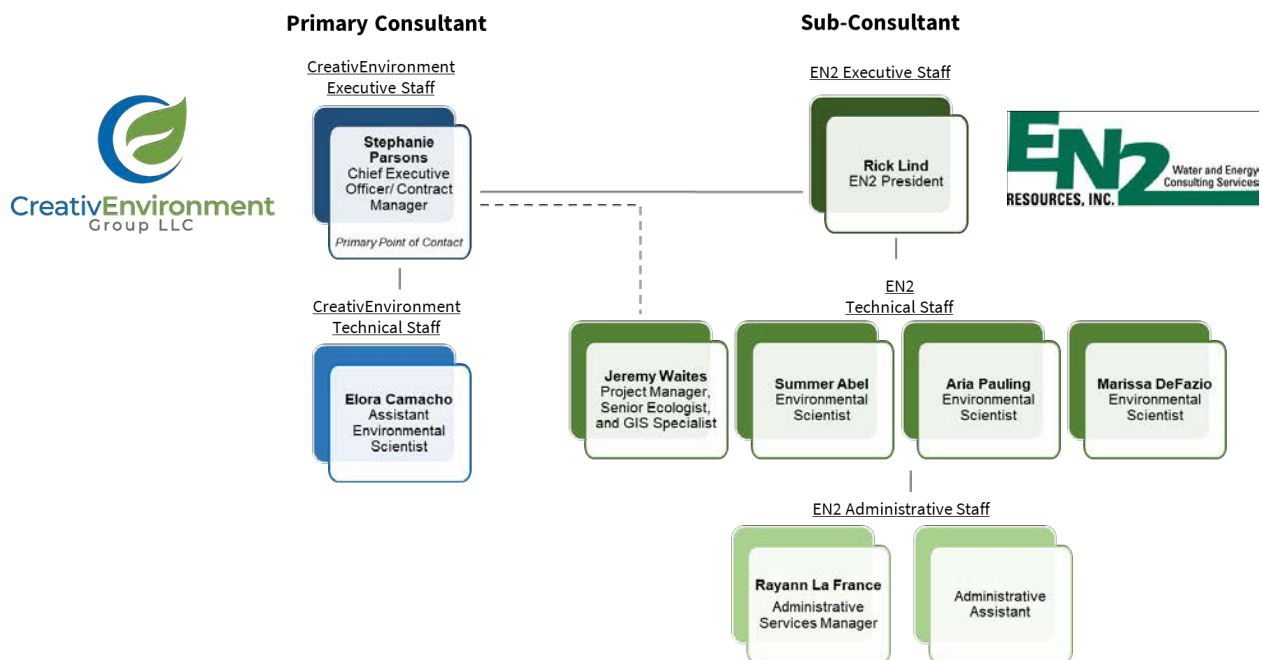
For both phases of the project, EN2 prepared the California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declarations (IS/MNDs) and regulatory agency permit applications including Clean Water Act (CWA) Section 404 Nationwide Permit from the U.S. Army Corps of Engineers (USACE), CWA Section 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board (CVRWQB), California Fish and Game

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Section 1602 Notification of Streambed Alteration from the California Department of Fish and Wildlife (CDFW), and Encroachment Permit from the Central Valley Flood Protection Board (CVFPB). EN2 also conducted pre-, during, and post-construction field surveys and prepared reports summarizing compliance with permit conditions for protection of riparian and riverine habitat, Elderberry Shrub, Western Pond Turtle, Ferris' Milk Vetch, and avian species.

Organization Chart



Summary of Staff Qualifications

Ms. Stephanie Parsons, Chief Executive Officer/ Contract Manager

Ms. Parsons possesses extensive expertise in regulatory strategy development, environmental documentation, and collaborative project management and delivery. Her strong leadership capabilities span diverse project types, allowing her to effectively manage small to complex projects while delivering high-quality environmental documentation and innovative implementation strategies.

Her technical proficiency includes regulatory strategy and compliance, compliance monitoring, mitigation planning, project management, and biological resource analysis. Beginning her career as a Wildlife Biologist, she conducted special-status species assessments, targeted surveys, biological resource evaluations, wetland delineations, and

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monitoring during project construction. She also oversaw the preparation of regulatory permits and guided CEQA and NEPA processes. Over time, her role expanded to encompass program and project management, practice development, growth and strategic planning, and regulatory strategy to support environmental processes from concept through design.

Ms. Parsons has authored numerous environmental documents in accordance with federal, state, and local regulations for a wide range of projects across California. Her experience covers compliance with Section 404 and 408 of the Clean Water Act, CEQA, NEPA, both federal and state Endangered Species Acts (Section 7 and 2081/2080.1, respectively), and California Department of Fish and Wildlife (CDFW) Code Sections 1600–1607. She provides regulatory permitting guidance to multidisciplinary development projects and collaborates with agencies such as the U.S. Army Corps of Engineers (USACE), California State Reclamation Board, Central Valley Flood Protection Board, Regional Water Quality Control Boards (RWQCBs), CDFW, U.S. Fish and Wildlife Service (USFWS), California State Lands Commission, and California Coastal Commission.

Ms. Elora Camacho, Associate Consultant

Ms. Camacho, an associate consultant with CEG, has provided long-term support in developing a software system designed to track and demonstrate compliance with environmental commitments, including mitigation measures, permit conditions, and agreements for the Sites Reservoir Project.

She brings extensive experience in monitoring local native and invasive species, as well as processing environmental data. With a diverse background in environmental science and conservation—emphasizing geography, natural science, and a certification in Geographic Information Systems (GIS) — Ms. Camacho is well-versed in biological monitoring and assessment, water quality monitoring, environmental compliance documentation development, and botanical and geological field and lab research.

Rick Lind, EN2 President – Principal-In-Charge

Mr. Lind is the president and owner of EN2 (established in 2000) and has more than 40 years of experience specializing in California, federal and local environmental regulatory compliance, feasibility evaluations, and agency/public consultations, and has specific expertise in aquatic and riparian restoration projects as well as water, energy, recreation, and transportation project infrastructure, and associated permitting. Mr. Lind has a reputation for technically and procedurally defensible environmental regulatory processes, and practical construction and operation mitigation compliance and monitoring programs. He has served as CEQA Lead

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Agency representative for several large, multi-agency joint State/Federal CEQA/NEPA processes, dozens of CEQA initial studies/mitigated negative declarations, and NEPA environmental assessments for restoration, water, recreation, and energy clients.

Mr. Jeremy Waites, Project Manager/Senior Ecologist

Mr. Waites will serve as Project Manager by overseeing and organizing Project activities, communicating with team members and the County, and assisting with the Biological and Botany Review while working within an established budget. He has 21 years of ecology experience and has worked with EN2 for 11 years. As well as acting as a Project Manager he has authored numerous Biological Assessments and Evaluations as well as Environmental Impact Reports on multiple projects. He is proficient in Biological Sections in CEQA documentation and Wetland Delineations. Mr. Waites has performed biological and botanical reviews that include surveys and analysis of rare plants, noxious weeds, threatened and endangered animals, and nesting birds. Many species evaluated were endemic to this area such as the Pine Hill endemic plants, Pleasant Valley mariposa lily, and Stebbins phacelia. He is also skilled in GIS with skills in spatial analysis, database searches, and creating maps that adeptly display data that help support Project objectives. Mr. Waites is an ISA certified arborist and has performed numerous oak canopy assessments for small private landowners and large developers in El Dorado County.

Ms. Summer Abel, Environmental Scientist

Ms. Abel will perform the Biological and Botany Review. She is a graduate of the University of California Davis with a bachelor's degree in environmental science and management and has been working with EN2 for three years. She has spent hundreds of hours in the field throughout the central valley, foothills, and Sierra Nevada's. Ms. Abel has field work and survey experience with California trees, wildflowers, and invasive species. She is experienced in using a dichotomous key for plant ID, collecting data points, and using ArcGIS to display spatial data. As an environmental scientist, Ms. Abel also assists in report writing, data collection, research, and permit applications. She has over two years of experience in ArcGIS mapping that includes the use of databases such as CNDDDB, USFWS National Wetland Inventory, and CalVeg Land Cover. She has completed noxious weed, rare plant surveys, and aquatic plant surveys for projects such as El Dorado Irrigation Hydroelectric Project, the American River Hydrologic Observatory Upgrades, El Dorado County Rubicon Trail HMP, and the annual Tahoe Keys Aquatic Macrophyte Survey. For these and other similar projects, Ms. Abel helped write the associated reports summarizing the findings with mapping, survey results, and recommendations. She has also completed overall habitat, biological, and

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ecotonal surveys for the TUD Ditch Survey, and Tahoe Keys Control Methods Test. Prior to the field surveys for these projects, she did CNDDDB database searches, and afterward helped compile biological and ecotonal reports, mapping any notable results. Ms. Abel has also prepared CEQA Notice of Exemptions (NOEs) for the American River Hydrologic Observatory Upgrades and Leek Springs Meadow Restoration. This involved coordinating with Federal entities such as the United States Forest Service and United States Bureau of Reclamation to fulfill their requirements and help prepare documents such as a decision memo. She also has experience in conducting pre-construction bird nesting surveys which were completed in the Eureka Road Pipeline Extension Project.

Aria Pauling, Environmental Scientist

Ms. Pauling will assist with the Biological and Botany Review. She is a recent graduate of the University of Nevada, Reno with a bachelor's degree in Wildlife Ecology and Conservation. Ms. Pauling assists with completing surveys for rare and noxious plants, aquatic plants, and endangered animals for projects such as the El Dorado County Rubicon Trail HMP, El Dorado Irrigation District, Euer Valley Restoration Project, and Tahoe Keys Aquatic Macrophyte Survey. Ms. Pauling records, organizes, and analyzes collected data from various projects. She is currently in the lead for managing data for the ongoing Tahoe Keys Control Methods Test (CMT), which involves maintaining a data collection database and ensuring that all data is accurate, complete, and available. She also supports EN2 with management of the CMT by participating in and recording notes during coordination meetings, document preparation, and collaboration with contractors. Ms. Pauling has experience using a dichotomous key to identify plant species as well as operating a GPS unit. In addition, Ms. Pauling assists with technical report writing and conducts project-related research.

Marissa DeFazio, Environmental Scientist

Ms. DeFazio is a recent graduate from Southern Oregon University (SOU) with a Bachelor of Science in Environmental Science and Policy. Throughout her time at the university, she accrued many hours of field work in both Southern Oregon and Northern California, learning an array of methodologies pertaining to environmental research and data collection such as species identification, water quality monitoring, soil sampling and analysis, and wildfire fuel inventory monitoring. Ms. DeFazio has received extracurricular credentials from (SOU) in environmental research and data analysis, emphasizing her skills with software such as ArcGIS and ArcGIS Pro for spatial analysis and mapping, and RStudio and Microsoft Excel for data analysis.

Statement of Commitment

CEG and EN2 are fully committed to fulfilling their obligations to the County, recognizing the importance of reliability and maintaining a strong professional reputation. The proposal was carefully developed to ensure that each team member has both the capacity and dedication to effectively serve the County.

CEG and EN2 are both closely located to the Project site, which enables faster response times for site assessments, monitoring, and meetings and allows flexible site visits and real-time updates, ensuring the project stays on schedule and within scope. Proximity to the Project site drastically cuts down on travel expenses, including fuel, vehicle wear, and staff time. Additionally, the Project Teams' locality provides for a deeper knowledge of the region's environmental conditions and natural resources.

With decades of experience, the Project Team has refined methodologies and approaches to align with the County's specific objectives. Together, CEG and EN2 offer a highly responsive group of experts in regulatory compliance, natural resources, cultural and biological resources—ready to implement HMMP requirements and address any anticipated or unforeseen challenges during Project execution.

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Consulting Team References

Agency	Contact Name	Title	Contact Information
CEG Client References			
Sites Project Authority	Ali Forsythe	Environmental Planning and Permitting Manager	Tel: (916) 880-0676 Email: aforsythe@sitesproject.org
4LEAF	Jon Blank	Construction Manager	Tel: (916) 799-2438 Email: jblank@4leafinc.com
EN2 Client References			
County of El Dorado	Zachary Perras	Parks Manager	Tel: 530-621-7538 Email: Zachary.perras@edcgov.us
Truckee River Watershed Council	Eben Swain	Program Manager	Tel: (530) 550-8760 ext. 7 Email: eswain@truckeeriverwc.org

COST PROPOSAL

As requested in the County's RFP, the Project Team's cost proposal for the defined scope of work (including a rate schedule) will be submitted to the County in a separate sealed envelope marked "Cost Proposal."

RESUMES FOR EXECUTIVE AND TECHNICAL STAFF

CreativEnvironment Group, LLC

- Stephanie Parsons, Chief Executive Officer/Contract Manager
- Elora Camacho, Associate Consultant

EN2 Resources, Inc.

- Rick Lind, Principal-In-Charge
- Jeremy Waites, Project Manager/Senior Ecologist
- Summer Abel, Environmental Scientist
- Aria Pauling, Environmental Scientist
- Marissa DeFazio, Environmental Scientist



Stephanie Parsons

CreativEnvironment Group LLC

YEARS OF EXPERIENCE: 27

EDUCATION: B.S., Biology, Chemistry minor, California State University, Sacramento

PROFESSIONAL AFFILIATIONS: Association of Environmental Professionals & Association of Women in Water, Energy and Environment

The owner of CreativEnvironment Group LLC, Stephanie provides effective, efficient and practical strategies and approaches to support delivery of projects and programs. She has served in project/program management roles leading strategy development to support environmental processes required during the concept phase through to implementation. She has an innate ability to foster a collaborative climate amongst working teams, manage complex projects while delivering quality environmental documentation, and develop creative project implementation and management approaches with a focus on pragmatic solutions. Stephanie provides expertise in navigating through State and federal regulatory processes and permitting, natural resource compensatory mitigation, demonstration of compliance, and integrated project and program delivery. Her experience spans across a variety of project types for private, public, government and of Statewide and regional significance such as the Delta Conveyance Project, Sites Reservoir Project, and California High-Speed Rail System.

BOARD OF DIRECTORS

Association of Environmental Professionals, Superior California Chapter, Vice President of Programs

KEY CONTRIBUTIONS

Policy, Procedure and Guidance Development

State and Federal Regulatory Permitting and Consultation

CEQA and NEPA Compliance

Mitigation, Monitoring and Reporting Program Development, Implementation and Compliance

Integration with Project Delivery Teams

Program and Project Delivery Mapping and Risk Avoidance

PROJECT EXPERIENCE

The Delta Conveyance Project, Sacramento-San Joaquin Delta, California

State Water Contractors, CEQA/NEPA Compliance

On behalf of the State Water Contractors (SWC), supports and collaborates with the Department of Water Resources (DWR) CEQA/NEPA in development of the Environmental Impact Report (EIR) and Environmental Impact Statement developed by the U.S. Army Corps of Engineers (USACE) for the Delta Conveyance Project. Responsibilities include collaborating with SWC's member agency representatives (24 environmental specialists, environmental attorneys and public water agency managers) and providing their input into the EIR, identify and elevate major issues for resolution at the appropriate organizational level, advise on approach strategy and technical review of the EIR and associated technical documents, and support oversight of and collaboration with DWR's consultant and Design Conveyance Oversight (DCO) teams. Participant in collaborative development of integrated processes required for compliance with Section 7 and Section 2081 of the Federal Endangered Species Act and California Endangered Species Act, respectively; Change in Points of Diversion/Water Right; Delta Plan Consistency Determination; Section 106 of the National Historic Preservation Act; Section 404 and 401 of the Clean Water Act; Section 1600 et seq of the Fish and Game Code; Section 14 ("Section 408") of the Rivers and Harbors Act; and public and stakeholder outreach including Tribal Groups and Non-Government Organizations (NGOs), and the Community Benefit Program. Provide monthly project status updates to SWC General Managers, participate in policy meetings, environmental and permitting working groups, and the Community Benefit Program Working Group.

The Sites Reservoir Project, Sacramento Valley, Glenn, and Colusa County, California

Sites Project Authority, Environmental Compliance Program Lead and Regulatory Compliance Advisor

As part of the Project Integration Team, leading the development of an Environmental Compliance Program for the Sites Reservoir Project to demonstrate its compliance with all environmental commitments. Key elements of the program will include policies and procedures, program structure and processes for planning, implementation, corrective action, and management review. This Program will be useful in identifying, developing, and implementing a 'cradle to grave' approach with continuous improvement to create an environmental compliance assurance program. Additional tasks include developing an approach to Section 408 approval process to support the USACE's issuance of a Clean Water Act Section 404 permit for the Project, collaborating with Air Districts in developing an MOU and mechanisms to fulfill air quality mitigation requirements, and serve as a liaison between Environmental Planning & Permitting, Engineering & Construction, and Procurement and Contract teams to support delivery of projects/construction packages.

California High Speed Rail System, Statewide, California

California High Speed Rail Authority, Program Permit, Mitigation and Compliance Lead

Responsible for work performed to develop, implement, and deliver permitting/consultation, mitigation (regional and project-specific) and compliance (e.g., MMRP implementation and documentation) strategies per the Business Plan for the nine sections of the State-wide high-speed train system. Direct report to the California High Speed Rail Authority Director of Environmental Services in developing and implementing policy, approaches, objectives, scopes of work, contracts and budgets and serve as a lead point-of-contact with regulatory agencies on behalf of the Authority and Federal Railroad Administration (FRA). Stephanie's key contributions included supporting project delivery, developing and implementing integrated environmental review and permitting processes, and ensuring comprehensive mitigation planning.

Light Rail Modernization Project

Sacramento Regional Transit District (Sac RT), Role: Environmental Compliance Lead

The Light Rail modernization project includes the implementation of new light rail trains, updates to stations and a more frequent service to Folsom area stations. As part of the 4Leaf, Inc Construction Management Team, CEG provided advisory and oversight services required to successfully fulfill environmental mitigation compliance inspection and reporting requirements, including implementation of the Mitigation, Monitoring and Reporting Program (MMRP) and Worker Environmental Awareness Program (WEAP) for the project. CEG's advised on the successful completion of monitoring and reporting activities throughout the entire construction process, including the project's preconstruction, active construction, and end-of-construction phases.

Lower Northwest Interceptor Program

Sacramento Regional County Sanitation District (SRCSD), Environmental Team Leader

Served as the Environmental Team Leader as part of the Program Management Team for the construction of a 19-mile sewer pipeline project owned by SRCSD. Responsibilities included managing and overseeing compliance with MMRP requirements and permit conditions which included supervising a team of field biologists and archaeologists which perform daily archaeological and biological surveys; managing environmental and SWPPP monitoring; overseeing and documenting permit compliance; developing project mitigation for various SRCSD local projects; coordinating permit amendments and changes in project activities with regulatory agencies; and overseeing preparation and submittal of final project reports.

Stockton Delta Water Supply Project Feasibility Study, EIR, and Permitting

City of Stockton, Project Manager

The project involved construction of a Water Treatment Plant, 12.7 miles of raw and 4.5 miles of treated water pipelines, and a new intake facility and associated infrastructure north of Stockton. Served as the project manager overseeing compliance with the Mitigation Monitoring and Reporting Program (MMRP), environmental permits, and San Joaquin County Multi-Species Habitat Conservation Plan throughout the project's pre-construction, active construction, and end-of construction phases.

South Interceptor and Mather Interceptor (SIAMI) Projects

Sacramento Regional County Sanitation District (SRCSD), Wildlife Biologist and Permit Specialist

Served as wildlife biologist and permit specialist on a multidisciplinary team of engineers, public outreach, surveyors, real property and environmental specialists that designed and help implement two major sewer interceptor projects. Assisted SRCSD obtain regulatory permits (Section 404, Section 1600, and Section 401) as well as obtain NEPA compliance from the Bureau of Reclamation for the Mather Interceptor where it crosses under the Folsom South Canal. Issues analyzed for these projects include vernal pools, giant garter snake, valley elderberry longhorn beetle, Swainson's hawk, burrowing owl, and special-status plant species.

West Stanislaus Fish Screen Feasibility Study

West Stanislaus Irrigation District (WSID) and United States Bureau of Reclamation, Project Manager

Served as the Project Manager, responsible for surveys to support and preparation of environmental documentation and alternative analysis of suitable locations for the fish screens. The WSID feasibility study objective was to determine if the diversion from the San Joaquin River can be screened and in what manner. Deliverables included a Cultural Resources Inventory Report, Biological Resources Report, Technical Fisheries Report, and Feasibility Report.

San Joaquin Irrigation District South County Surface Water Supply Program EIR

Stanislaus and San Joaquin Counties, Project Manager

This project included installation of 40 miles of pipeline (30- to 55-inch diameter pipe), a pump station, and construction of a cyclist/pedestrian bridge. Served as Permit Specialist, responsible for preparation of a Permit Plan and Workbook describing the regulatory agencies, authorities, permit requirements, and preliminary assessment of the specific application of the permit requirements to this project. The Workbook provided information and materials required to achieve complete permit applications and to assist the engineers in developing project design concepts that minimize environmental permit requirements. Permits submitted for project authorization included, but were not limited to, the U.S. Coast Guard, USACE, CDFW, and California State Lands Commission.



Elora Camacho

Associate Consultant



YEARS OF EXPERIENCE: 7

EDUCATION:

- Bachelor of Arts, Earth Science, Department of Geological Sciences, California State University, Fullerton
- Associate's Degree, Natural Science, Orange Coast College
- Certificate in Geographic Information Systems

PRESENTATIONS AND PUBLICATIONS:

- Environmental Awareness Training for the Field Operations team of the Division of Boating and Waterways
- Aquatic Invasive Plant Control Program Biological Assessment and 2024 Annual Report
- Undergraduate research project on fossilized corals in a Paleontology lab at California State University, Fullerton
- The Ronald W. Caspers Wilderness Park Floristic Project presentation on botany studies and plant communities in the park

AWARDS AND ACKNOWLEDGEMENTS:

- Wilderness First Aid and CPR Certified by the California Department of Parks and Recreation
- Forklift Certified by OSHA
- NASA Applied Remote Sensing Training (ARSET) certificate in Invasive Species Monitoring with Remote Sensing
- Awarded the Outstanding Major, B.A. in Earth Science by the Department of Geological Sciences at California State University, Fullerton
- Cataloging the native flora of Casper's Wilderness Park in South Orange County with OC CNPS

Elora has a diverse background in environmental science and conservation with a focus in geography, natural science, and a certification in Geographic Information Systems (GIS). She is experienced in biological monitoring and assessment, water quality monitoring, developing environmental compliance documentation, and botanical and geological field and lab research.

EXPERIENCE

Sites Environmental Commitment Tracker, Sacramento, California

CreativEnvironment Group

Development Support

As part of the Environmental Planning and Permitting team, her responsibilities and accomplishments include:

- Assisting with developing a software system for tracking and demonstrating compliance with all environmental commitments, including mitigation measures, permit conditions, and agreements for the Sites Reservoir Project.

Aquatic Invasive Plant Control Program, Sacramento-San Joaquin Delta, California

California State Parks and Recreation, Division of Boating and Waterways

Environmental Services Intern

As part of the program team, her responsibilities and accomplishments included:

- Monitoring native and invasive species in the Sacramento Delta navigable waterways via research vessel;
- Conducting regular water quality testing to utilize aquatic pesticides;
- Writing regulatory documents such as the 2024 Biological Assessment and the Aquatic Pesticide Application Plan for the NPDES Permit and;
- Conducting research using investigative techniques and softwares such as ArcGIS Pro, FieldMaps, Google Maps, Excel, and Access;

Quality Assurance Team, Irvine, California

Waymakers

Quality Assurance Specialist

As part of the quality assurance team, her responsibilities and accomplishments included:

- Managing and analyzing protected electronic records, data, and billing;
- Regulating compliance with state and county requirements in staff's documentation and;
- Analyzing data reports on a regular basis and reconciling errors.

Geology Department Laboratory, Fullerton, California

California State University, Fullerton

Laboratory Assistant

As part of the laboratory team, her responsibilities and accomplishments included:

- Collecting and preparing sediment cores and;
- Processing sediment samples with various analytic techniques to identify mineral components and soil composition.

Affiliations

- Board-Approved El Dorado County Water Agency Representative
- El Dorado County Water Agency Representative for Tahoe Basin
- Chair, Legislative and Governmental Affairs Committee, Mountain Counties Water Resources Association
- Former Board Director and Chair, Tahoe Prosperity Center

Professional History

- President, EN2 Resources, Inc., established March 2000
- Senior Project Manager, Surface Water Resources, Inc., 1996-2000
- Senior Project Manager, Beak Consultants, Inc., 1995-1996
- Director, Natural Resources and Environmental Regulatory Management, Resource Management International, Inc., 1984-1995
- Associate Land and Water Use Analyst, California Department of Conservation, 1981-1984
- Energy Resources Specialist – Geothermal and Hydroelectric Projects, California Department of Water Resources, 1979-1981

Background

Mr. Lind is the President and owner of EN2 Resources, Inc. and has over 40 years of experience specializing in California water resources, federal, state, and local environmental regulatory compliance, water and energy planning and feasibility evaluations, and agency/public consultations, and has specific expertise in water and energy project and program-related planning, development, and operations. He designs and manages large, complex, and sometimes multiple-party projects, and works constructively with resource and regulatory agencies to identify, address, and resolve critical issues. He currently serves as Project Manager for El Dorado County Water Agency's collaborative development of the American River Hydrologic Observatory, Project Manager for the Tahoe Keys Property Owners Association's Tahoe Keys Lagoons Restoration Program and is leading the preparation of Tuolumne Utilities District's Wildfire Defense Plan grant program awarded in early 2023. He has served lead consulting roles in CEQA/NEPA and permitting the construction of the 340 – mile long CA-OR 500 kV Transmission Project, the reconstruction of the Glenn-Colusa Irrigation District's 3,000 cfs water supply diversion on the upper Sacramento River, and reconstruction of El Dorado Irrigation District's (EID) Hydroelectric Project 184 on the

South Fork American River. From 2009 through 2015, Mr. Lind served as Senior Project Manager for EN2's license implementation consulting agreement with SMUD for the Upper American River Project (FERC Project No. 2101). For the City of Santa Clara, Mr. Lind has since served as lead CEQA consultant for the relicensing and overlapping operations of the Silicon Valley Power/PG&E Buck's Creek Hydroelectric Project (FERC Project No. 619). Regulatory programs in which Mr. Lind has extensive experience include the Federal Energy Regulatory Commission Hydroelectric Licensing, California Environmental Quality Act, National Environmental Policy Act, Endangered Species Act(s), Clean Water Act, Clean Air Act, and El Dorado County's General Plan implementation. Mr. Lind's participation on the Mountain Counties Water Resources Association's Legislative and Governmental Affairs Committee helps him to stay apprised of developing legislative and regulatory issues specific to the Sierra Nevada watersheds.

Representative Experience

Wildfire Defense Plan Grant Application, Award Management, and Ongoing Environmental Services – Tuolumne Utilities District's - Under the direction of Mr. Lind, EN2 staff prepared a successful application for a Wildfire Defense Plan grant to the U. S. Forest Service on behalf of the Tuolumne Utilities District in 2022. Awarded by the USFS in 2023, Mr. Lind will serve as the Project Manager for directing EN2's and Conservation Biology Institute's (as a subconsultant to EN2) preparation of two plans under the grant. The first plan will be a forest management plan that will identify management actions for vegetation habitats in the vicinity of TUD infrastructure. The purpose of the first plan is to minimize future catastrophic wildfire risks and increase wildfire resiliency for TUD's infrastructure. The second plan will be to identify locations and designs for raw water draft points from TUD's raw water supply ditch that serves TUD potable and agricultural water supplies throughout its service area. The purpose of the second plan is to establish fire suppression agency agreed-upon water draft points from the 70-plus mile raw water ditch (that runs almost year-round) during fire suppression activities to improve protection of critical Tuolumne County infrastructure and public safety, and to increase overall fire suppression capacity and reduce firefighting demands upon TUD's potable water supply system.

Environmental Documentation and Permitting for the Euer Valley Restoration Project – Truckee River Watershed Council - EN2 (dba SEA) was retained by Truckee River Watershed

Council (TRWC) to support the design, CEQA compliance, permitting, and now 2023 pre-construction activities for the Euer Valley Restoration Project. Mr. Lind served as Project Manager working with TRWC and the Truckee-Donner Association (landowner) to lead the CEQA process, and support design and permitting of year-round trail, stream (bridge) crossing, and Upper Prosser Creek restoration actions to reduce historic and current recreation impacts. Mr. Lind directed and contributed to the Nevada County-approved CEQA Initial Study/Mitigated Negative Declaration process, and SEA staff prepared the CEQA documentation and performed the biological and cultural resources site reviews and analyses supporting the CEQA document. SEA (EN2) is currently performing Sierra Nevada Yellow Legged Frog surveys as part of US Army Corps of Engineers Section 404 permitting pre-construction requirements. The successful regulatory review and technical process contributions by EN2/SEA will allow the first major phase of TDA's Master Plan for Euer Valley to become a reality.

Oak Woodland Management Plan (OWMP) CEQA Documentation – El Dorado County – EN2 was the lead consultant and Mr. Lind served as Project Manager for preparing the County's OWMP and associated CEQA documentation, which was required to comply with 2004 General Plan Measure CO-P. The OWMP included a recommended fee structure for implementing the Option B portion of Policy 7.4.4.4 (mitigation fee in lieu of oak woodland retention and replacement), and also served as the initial oak woodland component of the County's Integrated Natural Resources Management Plan. Mr. Lind made presentations at 10 public workshops and meetings before the Planning Commission and Agricultural Commission to review the technical, mapping financial, and policy aspects of preparing and implementing the OWMP.

Union Valley Bike Trail: Tells to Yellowjacket – SMUD – EN2 assisted SMUD with completing the evaluation, selection, and design of the Union Valley Bike Trail Extension – Tells to Yellowjacket Project. Mr. Lind has served as Task Manager for the past two years on this new, one mile segment of bike trail from Tells Creek to the Yellowjacket Campground, which includes the installation of a bridge across Tells Creek. Project tasks included: field surveys; trail alignment evaluations; biological, cultural, hydrological evaluations and assessment reports; trail design option evaluations; land ownership/acquisition study; construction cost estimates for alternative designs and construction methods; timber harvest and construction design specifications; and applications for construction permits.

El Dorado Hydroelectric Project (FERC No. 184) Reconstruction Permitting and CEQA/NEPA Compliance – EID – Mr. Lind managed environmental compliance and permitting, agency coordination, and CEQA/NEPA construction monitoring and

reporting on EID's Project 184 hydroelectric license amendment. EN2 secured USFS special use permits, Clean Water Act (CWA) Section 401 Certifications, CWA Section 404 permits, FERC Authorizations to Proceed and other approvals for a new 165 cfs capacity diversion dam on the SFAR (completed November 2000), a new 2-mile long, 8-foot diameter tunnel (completed July 2003), and environmental restoration of 2.3 miles of abandoned El Dorado Canal bench that is bypassed by the new tunnel (completed October 2003).

NPDES Permit, Waste Discharge Requirements Permit, Project Management, and Compliance Monitoring and Reporting for the Control Methods Test – Tahoe Keys Property Owners Association – As part of the Tahoe Keys Property Owners Association's Tahoe Keys Restoration Program, Mr. Lind has supported TKPOA for over 10 years on securing public funding, completing environmental review processes, securing Clean Water Act permits, and implementing actions to improve water quality and reduce the lagoons-wide infestations of aquatic invasive plants. Upon receiving unanimous project CEQA/NEPA and permitting approvals from the Lahontan Regional Water Quality Control Board and Tahoe Regional Planning Agency Board in early 2022, Mr. Lind is now managing a 3-year implementation testing project (Control Methods Test or CMT) in which herbicides, new technology UV-C light, and traditional bottom barriers and diver removal of invasive plants are being tested over a 27-acre portion of the 172 acres of lagoons. EN2 (dba Sierra Ecosystem Associates or SEA) is supplying Program Management services in association with Dr. Lars Anderson of the UC Cooperative Extension Service under the direction of Mr. Lind, which includes technical evaluations and reporting, mitigation compliance reporting, and efficacy evaluations for the alternative treatments being tested as part of the CMT. The CMT represents the first ever approval of aquatic herbicide applications that have been permitted for Lake Tahoe.

Grant Application, Congressionally Designated Authorization, and Award Management for the American River Basin Hydrologic Observatory Project – El Dorado Water Agency - In support of the El Dorado County Water Agency's mission to help 'ensure sufficient water for El Dorado County now and in the future', Mr. Lind led the preparation of a successful grant application to the USBR WaterSMART program to upgrade two ARHO stations within the UC Merced Sierra Nevada Institute's ARHO Network. The new, state-of-the-art, real-time reporting instrumentation will greatly improve the accuracy of water supply forecasting for the American River Basin, and also create a new, publicly accessible online dashboard to increase and improve the accessibility and usefulness of the data. After initiating the grant project, Mr. Lind then supported the Agency with seeking and securing Congressionally Designated Spending (via Senator Alex

Padilla) for the second phase of the ARHO Network upgrades, which will convert 4-5 more of the research grade stations to operational-grade, real-time reporting for the online dashboard. Mr. Lind is serving as the Project Manager for the grant award upgrades and now the second phase of the ARHO Network upgrades. UC Merced's Sierra Nevada Institute and the stakeholders engaged in the upgrade project estimate that the current variation in water supply forecast accuracy produced by the existing CDEC and NRCS networks will be reduced by about one half once the entire ARHO Network upgrades are completed.

Yuba City Water Treatment Plant Expansion Project – City of Yuba City – EN2 was retained to complete CEQA Initial Study/Mitigated Negative Declaration requirements and lead an environmental permitting program for expanding the City's Feather River water intake and treatment facilities from the previous 24 mgd capacity to 36 mgd capacity. As agency liaison lead, EN2 was responsible for consulting with fisheries and other resources agencies, determining applicable permitting requirements, and securing required state/federal endangered species act approvals and other permits necessary for the selected alternative. As with the successfully completed City of West Sacramento's Bryte Bend Water Treatment Plant Expansion Project and Glenn-Colusa Irrigation District's Hamilton City Pumping Plant Fish Screen Improvement Project, Mr. Lind designed the environmental regulatory program for this project to include early and regular agency briefings, early issue identification, and technical-based impact mitigation negotiations to facilitate the overall planning, permitting, and design process.

Bucks Creek Hydroelectric Project – Mr. Lind was the CEQA lead for the City of Santa Clara on CEQA compliance in support of relicensing the Bucks Creek Hydroelectric Project under the FERC Integrated Licensing Process (ILP). The City of Santa Clara was the CEQA Lead Agency, a role that is frequently served by the State Water Board for FERC hydro projects. As the City neither relicensed a hydro project nor taken CEQA leadership on one, Mr. Lind and the EN2 staff provided technical services, prepared the CEQA Initial Study/Mitigated Negative Declaration, and supplied strategic guidance through all steps and activities associated with both CEQA and the ILP.

Water Rights and Related Support Services – El Dorado County Water Agency - Mr. Lind and other EN2 staff have supported the County Water Agency on numerous water rights, successful grant applications, and other water resources investigations and initiatives for over 12 years. The efforts have included support of County purveyor water supply projects, drought planning and responses, water demand projections for M&I and agriculture, public and agency

communications, and interregional investigations involving Central Valley Project and State Water Project operations.

Renewable Energy Regional Exploration Project – South Tahoe Public Utility District (STPUD)/California Energy Commission (CEC) - Mr. Lind directed the preparation of a grant application, and then served as Project Manager for the successful CEC award of funding to STPUD for implementing the Renewable Energy Regional Exploration Project. This project inventoried, analyzed the environmental, engineering, utility, and economic feasibility, and then presented the most feasible community-scale regional renewable energy projects for the Tahoe region El Dorado County and Alpine County areas. Dozens of solar, small hydro, micro combustion turbine (combined heat and power), biomass, and geothermal renewable energy projects were identified, evaluated, and then documented as part of a series of 4 reports that addressed the potential for renewable energy in the southern Lake Tahoe region. These reports formed the foundation for STPUD's future (implemented) renewable energy solar project that now supports STPUD's South Lake Tahoe wastewater treatment plant.

Increased Sacramento River Diversions of 182,900 Acre-Feet for Rice Straw Decomposition, Waterfowl, and Winter Season Irrigation – Glenn-Colusa Irrigation District – Mr. Lind was Principal author and CEQA lead on two CEQA Initial Study/Negative Declarations on behalf of GCID for a water right application to the State Water Resources Control Board for increasing November through March diversions from the Sacramento River by up to 182,900 acre-feet annually at a maximum increased rate of 1,200 cubic feet per second from the Hamilton City Pumping Plant. The application for increased diversions was approved by the SWRCB in 2001 and then affirmed with the second IS/ND in 2012. The water allowed farmers to phase-out rice straw burning, enables GCID to deliver increased supplies to waterfowl refuges as authorized by the Central Valley Project Improvement Act, and expanded early season crop production options in the region.

California-Oregon Transmission Project EIS/EIR – Transmission Agency of Northern California - Mr. Lind served as CEQA lead agency representative and EIS/EIR coordinator, and also directed and participated in a wide range of analyses for routing and constructing the 340-mile California-Oregon 500-kV Transmission Project from southern Oregon to central California. Mr. Lind served as Secretary to a multi-utility (public and private) Environmental Committee performing oversight of environmental studies and EIS/EIR preparation. Tasks included negotiating mitigation with U.S. Fish and Wildlife Service for the first Endangered Species Act Incidental Take Permit that was issued for the northern spotted owl, preparation and processing of NEPA and CEQA

public notices, and conducting over 50 public and agency workshops and hearings throughout California and Oregon.

Drought Actions: State, Federal, and Local Implementation – El Dorado County Water Agency – EN2 was tasked by the Water Agency to inventory and track drought legislation, policy changes, new program developments and grant opportunities in support of the Water Agency as a leader on drought related initiatives. In addition to an inventory of State and Federal drought actions from 2013 to 2015, EN2's scope included local water purveyor implementation actions related to drought planning including funding requests and/or operational needs. EN2 reported on: 1) state and federal drought related legislation and government actions; 2) drought related program developments; 3) new and existing funding/grant opportunities; and 4) local water purveyor drought planning activities.

El Dorado County Hydroelectric Development Options Study - El Dorado County Water Agency and El Dorado Irrigation District – Mr. Lind served as Project Manager of a multi-disciplinary consultant team and Hydro Advisory Panel charged with identifying, evaluating, and recommending the most feasible hydroelectric development options throughout El Dorado County. The Hydroelectric Development Options Study was completed and presented to the El Dorado Water and Power Authority in June 2009. The study recommends immediate implementation of six economically viable options at existing water facilities, development of a hydrokinetic demonstration project, and detailed feasibility studies of seven other hydro options that could assist with reaching a recommended goal of Energy Independence for the County. The study was completed within the original budgeted amount and identifies several hydroelectric projects that will yield substantial net revenues for the purveyors' customers.

Hamilton City Pumping Plant Fish Screen Improvement Project EIR/EIS – Glenn-Colusa Irrigation District – Mr. Lind was CEQA Lead Agency Project Manager for the preparation and certification of an EIR/EIS on behalf of the Glenn-Colusa Irrigation District (GCID), California Department of Fish and Game, U.S. Army Corps of Engineers and U.S. Bureau of Reclamation for constructing fish screen improvements on GCID's 3,000 cfs Hamilton City Pumping Plant on the upper Sacramento River. Final design and construction included an approximately 1,100-foot long 3/32-inch flat plate fish screen, an internal fish bypass system, and a gradient facility across the Sacramento River. Mr. Lind served as Secretary to and coordinated a multi-agency work group charged with ensuring CEQA, NEPA, state and federal Endangered Species Acts, water quality, and other regulatory compliance. Mr. Lind prepared CEQA findings and statements of overriding consideration on behalf of the lead agencies and he designed and prepared a mitigation monitoring and reporting program

for a wide range of riparian, fisheries protection recreation and public safety measures. Key issues included analyses of alternative means of simultaneously protecting fish (including the federally threatened/state endangered winter-run chinook salmon) while re-establishing reliability in GCID's diversions from the Sacramento River.

Professional History

- Sr. Regulatory/Biological Resources, EN2 Resources, Inc., 2012 to present
- USFS, Eldorado National Forest, Botanist, 2012
- National Park Service, Lassen National Park., GIS Coordinator/Botanist, 2009-2011
- USFS Southern Research Station, Research Technician, 2005-2009

Certifications

- ISA Certified Arborist
- ArcGIS Desktop 10.7 Certification
- California DPR Qualified Applicator License

Background

Mr. Jeremy Waites has 15+ years of ecology experience in the Sierra Nevada, the Cascade Mountains, and the California central valley. He also has 6 years of ecology experience in systems of the coastal plain and piedmont plateau of the southeastern United States. He is proficient in Biological Sections in CEQA documentation, Wetland Delineations with permit applications. He has authored Biological Assessments and Evaluations as well as Environmental Impact Reports.

Representative Experience

El Dorado County - Rubicon Trail Habitat Management Program (HMP) – Conducted habitat analysis surveys for threatened and endangered species. Authored the HMP with sensitive and listed species assessments and monitoring plans.

El Dorado County – Rubicon Vegetation Restoration Project on Tennessee and Weber Creek – Responsible for managing vegetation restoration for bridge replacement projects including habitat assessment, monitoring, and writing reports.

El Dorado County – Rubicon Vegetation Restoration Project on Ellis and Gerle Creek – Responsible for managing a vegetation restoration project on the Eldorado National Forest, including habitat assessment, monitoring, and writing reports.

Tuolumne Utilities District (TUD) – Biological Assessment of Ditch System. Surveyed and evaluated the entire TUD ditch system and authored report of findings.

American River Hydrologic Observatory – Weather Station Installations – Completed pre-construction biological surveys and habitat analysis and authored biological assessment reports. Conducted pre-construction surveys for threatened and endangered plants and animals at twelve locations throughout the Sierra Nevada mountains.

American River Conservancy – Leek Springs Meadow Restoration – Completed CEQA for project activities. Conducted a project-wide wetland delineation. Completed a biological survey, assessment, and report.

El Dorado Water Agency - Watershed Projects Inventory Mapping – Created a searchable online map of all past, ongoing, and future fuels treatment projects in the Eldorado and Stanislaus National Forests.

Tahoe Keys Property Owners Association – Controlled Methods Test – Performed an Ecotonal Survey of treatment areas and authored report of findings. Organized all incoming GIS data and created treatment maps.

Cameron Park CSD - Park Improvements Projects – Conducted biological surveys and assessments for three park improvement projects and authored biological reports.

Truckee River Watershed Council - Euer Valley Restoration – Completed CEQA for project activities. Conducted a project-wide wetland delineation. Completed a biological survey, assessment, and report. Conducted pre-construction surveys for Sierra Nevada yellow-legged frog. Coordinator of GIS data from all team members and created project feature maps.

El Dorado Irrigation District - El Dorado Hydroelectric Project Noxious Weed and Rare Plant Survey – Completed noxious weed and rare plant survey of facilities and licensee-maintained roads within the project area. Prepared subset maps and managed GIS data.

Yuba City – Willow Island Parkway Restoration: Performed rare plant and botanical surveys in project area. Completed a project-wide wetland delineation. Performed vegetation monitoring in riparian restoration areas. Edited and prepared maps for the Project Restoration Plan. Performed biological resource assessment for federal permitting.

Sacramento Municipal Utility – Robbs Peak Forebay Streamflow Gage Project – Completed botanical survey, wetland delineation, and wrote the biological resource

section to meet FERC requirements for the South Fork Rubicon River and adjacent area for the construction of a new weir and streamflow gage to quantify streamflow more accurately below Robbs Forebay, part of the Upper American River Project.

Eldorado National Forest – Trail Restoration --Responsible for restoring relocated or removed trails, roads, and creek crossings. Identified potential threats to sensitive species from restoration activities. Created a monitoring plan and collected pre project monitoring data. Created planting and seeding plans for restoration.

Tahoe Regional Planning Agency – Aquatic Invasive Species Program -- Analyzed survey data on the occurrence and abundance of submerged aquatic invasive vegetation within the near-shore areas of Lake Tahoe. Density analysis was completed to establish relative cover over the infestation areas. Managed GIS data and prepared figures and maps.

Sacramento Municipal Utility District – Union Valley Reservoir Bike Trail Extension Design -- Performed rare plant and botanical surveys along proposed bike trail. Completed a wetland delineation along proposed route. Author of the trail Riparian Conservation Objectives report. Created diagrams and drawings for the construction design plan. Also responsible for all GIS work including data management and map creation.

Sacramento Municipal Utility District - High Country Recreation Improvements – Completed rare plant and botanical surveys along trail and proposed rerouted trail section. Responsible for all GIS tasks including GPS data collection, spatial analysis, and map creation. Collected data and maintained database of construction activities on trail segments. Created diagrams and drawings for the construction design plan.

Tahoe Keys Property Owners Association – Tahoe Keys Aquatic Macrophyte Survey – Performed ongoing annual aquatic macrophyte monitoring with hydroacoustic sampling. Completed biomass estimation and spatial statistics analysis and authored report of findings.

Professional History

- Environmental Scientist/Natural Resources Analyst, EN2 Resources, Inc., 2022 to present
- ACRT, Consulting Utility Forester, 2021-2022
- CDFW, Scientific Aid, 2018-2021

Background

Ms. Abel is a recent graduate of the University of California Davis with a bachelor's degree in environmental science and management. She has spent hundreds of hours in the field throughout the central valley, foothills, and Sierra Nevada's. She has field work and survey experience with California trees, wildflowers, and invasive species. Ms. Abel is experienced using a dichotomous key for plant ID, collecting data points, and using ArcGIS to display spatial data. As an environmental scientist, she also assists in report writing, data collection, research, and permit applications.

Representative Experience

City of Roseville - Douglas Blvd Crossing – Ms. Abel helped with a biological survey to assess habitat conditions and sensitive resources. She also conducted a database search for historical occurrences of sensitive plants and animals. Ms. Abel helped perform a pre-construction nesting bird survey, burrowing owl survey, and bat survey. She helped prepare and present environmental training and materials to construction personnel prior to the start of activities. She assisted in preparing a biological report detailing the results of all pre-construction and monitoring surveys.

Sac Suburban Water District – Watt Avenue Pipeline Extension - Ms. Abel helped with the preparation of a CDFW Streambed Alteration Agreement, Notice of Exemption, and Biological Report. For these reports, she conducted database searches for historical occurrences of sensitive plants and animals. She assisted with pre-construction monitoring and conducted weekly site visits and documented findings.

El Dorado County – Rubicon Trail HMP - Ms. Abel helped complete an overall habitat and biological assessment of the Rubicon Trail in El Dorado County. Before surveying, she helped complete CNDDDB database searches around the trail for sensitive species. Out on the trail she surveyed for those sensitive species and specifically wetlands conducive to Sierra Nevada Yellow Legged Frogs. Any occurrences were noted and will be discussed in the associated report.

Truckee River Watershed Council- Euer Valley Restoration Project - Ms. Abel has helped complete multiple Sierra

Nevada Yellow Legged frog and overall biological surveys at Euer Valley. Important biological markers were taken, and occurrence of amphibious species were recorded. She will help write up the associated report detailing any findings.

The Control Methods Test - Tahoe Keys Property Owners Association – Ms. Abel has helped coordinate and manage the Control Methods Test since Year 1. She has attended and coordinated meetings, taken notes, compiled PowerPoints, and kept track of reporting requirements for each year. She has also continued to make and update CMT maps for Year 1 and group B activities. As part of permit requirements, she has also completed a bi-annual ecotonal surveys of the Tahoe Keys and Lake Tallac. To go along with the survey, she also helps prepare the associated ecotonal report.

The American River Hydrologic Observatory Upgrades - Ms. Abel supported the project by facilitating stakeholder working group meetings, scheduling project team meetings, and coordinating logistics for the large group meeting. She also helped secure additional funding and support for the project by reaching out to stakeholders for letters of support and commitment of time to the ARHO project. As part of the grant reporting, she also helped prepare the bi-annual report. She also completed biological surveys of the proposed ARHO sensor upgrade sites, which included surveying for sensitive plant and animal species. For the Caples and Van Vleck sites, she helped prepare a biological report and CEQA NOE, coordinated with the cultural consultant to fulfill cultural requirements, and met with the USFS and USBR to fulfill their requirements and prepare a decision memo and proposed action document.

Tuolumne Utilities District – Wildfire Defense Plan - Ms. Abel helped research, categorize, and organize fuel management and forest data in Tuolumne and surrounding counties. This data would help show the projects implemented, in progress, or ongoing to manage fuels and help safeguard surrounding areas from fires. She compiled this data in a spreadsheet and also spatially on a map. Later this data was added into a PowerPoint to present to Tuolumne Utilities District.

Tuolumne Utilities District – Ditch Survey - Ms. Abel helped complete a comprehensive survey and inventory of TUD's ditch system. This included a biological, botanical, and wetland inventory along the ditch noting any sensitive species or wildlife occurrences. She also helped rate sections of the ditch for how biologically diverse and conducive to supporting wildlife each section was. After the survey, she

helped prepare a biological report detailing all of the findings and presented associated maps to the TUD employees.

El Dorado Irrigation District - El Dorado Hydroelectric Project Noxious Weed and Rare Plant Survey – Ms. Abel completed noxious weed surveys of the El Dorado irrigation ditch from Pollock Pines to Kyburz, including facilities and roads within the project area. She also conducted surveys for rare plants such as the yellow mariposa lily. After finishing the survey, she helped prepare the annual noxious weed report which includes maps made of the surveyed areas.

Tahoe Keys Property Owners Association – Tahoe Keys Aquatic Macrophyte Survey – Ms. Abel assisted with annual aquatic macrophyte surveying in the Tahoe Keys and Lake Tallac monitoring with rake sampling for key weed species. Ms. Abel helped prepare the associated annual Tahoe Keys Macrophyte Lagoons report detailing the species present and their current compositions. She downloaded and categorized data shown in the report and used to make maps and figures.

El Dorado County – Rubicon Vegetation Restoration Project on Tennessee and Weber Creek – Ms. Abel helped with the final surveying at Tennessee and Weber Creek and helped update the yearly reports with updated photos, figures and text.

Professional History

- Ecologist/ Natural Resources Analyst, EN2 Resources, Inc., 2022 to present

Background

Ms. Pauling is a graduate of the University of Nevada, Reno where she earned her bachelor's degree in Wildlife Conservation and Ecology and Lake Tahoe Community College where she received an associate degree in natural sciences. Ms. Pauling assists with biological surveying and recording, organizing, and analyzing collected data. She is also supporting EN2 with management of the Control Methods Test (CMT) in the Tahoe Keys Lagoons, specifically with participating in and recording notes during coordination meetings, document preparation, collaboration with contractors, analyzing data, and tracking monitoring activity data submittals for the project.

Representative Experience

Tahoe Keys Property Owners Association – Control Methods Test – Responsible for managing data for the CMT including contractor coordination, digital file organization, tracking contractor submittals, and printing monitoring data for TKPOAs hardcopy archive. Compiles, organizes, and assists in indexing all monitoring data collected for the Annual CMT Report. Describes, analyzes, and evaluates data completeness throughout the year based on requirements listed in the Projects various permits. Prepares meeting agendas, notes, presentations, tables, graphs, and organizational charts for project management and coordination meetings. Coordinates CMT mapping needs when necessary. Supports TKPOA staff in compliance monitoring and reporting for the CMT. Ms. Pauling also assists in waste discharge requirement document preparation. Performed the annual macrophyte survey and ecotonal survey in the Tahoe Keys Lagoons. When completing the Tahoe Keys surveys, observed plant and animal species are noted with detail. Ms. Pauling records, graphs and analyzes water quality data and is the lead author on multiple scientific reports. She also assists in report preparation and conducts research to identify funding opportunities and to gather historical hydrology data. Indexes research documents applicable to the Project.

Sierra Nevada Yellow Legged Frog Survey for the Euer Valley Restoration Project - Truckee River Watershed Council - Performed multiple habitat and biological surveys along in Euer Valley. Documented occurrences of amphibian or reptile life along with any biological markers associated with the species. Took note of potential predators in the area that may be attributed to the observed decline in frogs.

El Dorado County - Rubicon Trail HMP – Helped complete a biological assessment survey looking for sensitive plant and animal species along the Rubicon Trail in El Dorado County. This included identifying any observed sensitive species, such as the Sierra Nevada Yellow Legged Frog, and taking GPS coordinates.

El Dorado Irrigation District - Noxious Weeds Monitoring – Completed various noxious weed surveys along the El Dorado irrigation ditch from Pollock Pines to Kyburz. This involved identifying plant species and taking GPS coordinates if located. Ms. Pauling also conducted rare plant surveys in the area, specifically for the Yellow Mariposa Lily. She assisted staff in performing a noxious weed survey at Aloha Lake to determine if noxious weeds had entered the area.

EDCWA – ARHO Grant Implementation – Participated in a rare plant survey near the Caples Lake Maintenance station to identify whether hydroclimatic information systems would negatively affect the area. Noted the vegetation in the region. Completed another biological survey on the Rubicon Trail for the purpose mentioned above and assisted in creating a species list. Searched for existing hydroclimatic information systems and noted their locations.

Tahoe Keys Property Owners Association – Tahoe Keys Aquatic Macrophyte Survey – Ms. Pauling assists with aquatic macrophyte surveys in the Tahoe Keys on an annual basis. Surveys involve pulling aquatic plant species onto a boat, taking GPS coordinates, and identifying the species present. Pictures, weights, and the number of turions present are recorded for each sample.

Professional History

- Environmental Scientist, EN2 Resources, Inc., 2025 to present
- Administrative Assistant, EN2 Resources, Inc. 2023-2024

Background

Ms. DeFazio is a recent graduate from Southern Oregon University (SOU) with a Bachelor of Science in Environmental Science and Policy. Throughout her time at the university, she accrued many hours of field work in both Southern Oregon and Northern California, learning an array of methodologies pertaining to environmental research and data collection such as species identification, water quality monitoring, soil sampling and analysis, and wildfire fuel inventory monitoring. Ms. DeFazio has received extracurricular credentials from (SOU) in environmental research and data analysis, emphasizing her skills with software such as ArcGIS and ArcGIS Pro for spatial analysis and mapping, and RStudio and Microsoft Excel for data analysis.

Representative Experience

Tuolumne Utilities District – Ditch Survey – Assisted with comprehensive survey and inventory of TUD's ditch system. This included a biological, botanical, and wetland inventory along the ditch noting any sensitive species or wildlife occurrences. Also supported staff to rate sections of the ditch for how biologically diverse and conducive to supporting wildlife each section was. Additionally, developed a Guidebook to Tuolumne Utilities District Fire Water Draft Points Plan, which is a compilation of pre-designated raw water source points where fire fighters can draw water from TUD's ditch system in the event of an emergency.

El Dorado Irrigation District - Noxious Weeds Monitoring – Assists with various annual noxious weed surveys along the El Dorado Irrigation ditch from Pollock Pines to Kyburz. This involved identifying plant species and taking GPS coordinates if located. Also supports senior staff with preparing the annual monitoring report for submittal to USFS.

Tahoe Keys Property Owners Association – Control Methods Test – Responsible for supporting the management of data for the 3-year project. This includes organizing and indexing records of meetings and permit-related communications and monitoring records for TKPOA's hard-copy archive. Also assists with report preparation.

Tahoe Keys Property Owners Association – Tahoe Keys Aquatic Macrophyte Survey – Assists with annual aquatic macrophyte surveys in the Tahoe Keys. Surveys involve pulling aquatic plant species onto a boat, taking GPS coordinates, and identifying the species present. Pictures, weights, and the number of turions present are recorded for each sample.

ATTACHMENT I

CONSULTANTS' COST PROPOSAL

- Proposed Revised Cost Estimate -
Habitat Mitigation & Monitoring for Sierra County's
Plumbago Road Bridge Replacement Over Kanaka Creek

Task	STAFF RESOURCES	PROJECTED HOURS	COST PER HOUR/ITEM	PROJECTED COSTS
1. Project Management	Stephanie Parsons (<i>CreativEnvironment</i>)	16	250	\$4,000
	Jeremy Waites	50	150	\$7,500
	Rayann La France	20	144	\$2,880
Subtotal		86		\$14,380
2. Monitoring	Rick Lind	0	214	\$0
	Jeremy Waites	90	150	\$13,500
	Summer Abel	90	106	\$9,540
	Aria Pauling	90	102	\$9,180
	Marissa DeFazio	40	93	\$3,720
	Elora Camacho (<i>CreativEnvironment</i>)	160	108	\$17,280
Subtotal		470		\$53,220
3. Annual Report	Rick Lind	10	214	\$2,140
	Stephanie Parsons (<i>CreativEnvironment</i>)	4	250	\$1,000
	Jeremy Waites	50	150	\$7,500
	Rayann La France	20	144	\$2,880
	Summer Abel	30	106	\$3,180
	Aria Pauling	30	102	\$3,060
	Elora Camacho (<i>CreativEnvironment</i>)	12	108	\$1,296
	Marissa DeFazio	20	93	\$1,860
	Administrative Assistant	12	85	\$1,020
Subtotal		188		\$23,936
Direct Expenses	Total Direct Expenses (mileage, GPS rental, misc. mailing costs, etc.)			\$5,000
Subtotal				\$5,000
TOTAL HOURS		744	TOTAL LABOR COST	\$96,536

- Proposed Revised Cost Estimate -
Habitat Mitigation & Monitoring for Sierra County's
Plumbago Road Bridge Replacement Over Kanaka Creek

Projected Hours and Costs Assumptions

Budget Flexibility:

Hours and budget allocations may vary by individual and task; however, the total project budget will not be exceeded.

Fieldwork and Reporting Assumptions:

Each monitoring event assumes one 10-hour day for a team of two surveyors.
The 10-hour day includes travel time, field surveys, and post-fieldwork tasks such as preparation of the 10 qualitative memorandum and photo documentation logs.
Restoration maintenance will not be conducted by EN2 or CreativEnvironment.
Five (5) Annual Monitoring Reports will be prepared and submitted to Sierra County

Monitoring Frequency:

Quantitative Monitoring: Conducted once per year
Qualitative Monitoring: Conducted twice per year

Travel Calculations and Equipment Costs:

Hours and mileage are calculated from EN2 Resources' Placerville office using the 2025 IRS mileage reimbursement rate
Round-trip travel is estimated at 200 miles per survey event
GPS unit rental is estimated at \$100 per 10-hour day

Mitigation Plan:

Sierra County will be responsible for preparing and completing the Mitigation Plan

**SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

MEETING DATE: 02/03/2026		TYPE OF AGENDA ITEM: ☐ REGULAR ☒ CONSENT ☐ TIMED	
DEPARTMENT: Public Works & Transportation		SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION ☒ MEMO ☐ AGREEMENT OTHER <u>Quote</u>	
PHONE NUMBER: (530) 289-3201			
REQUESTED BY: Brandon Pangman, Interim Director			
AGENDA ITEM: Authorization to accept quote from Cascade Software Systems to migrate from on-premise services to WinCAMS Cloud services in an amount not to exceed \$4,300.00.			
BACKGROUND INFORMATION: See attached memo.			
FUNDING SOURCE: Road Department 031 GENERAL FUND IMPACT: NO ADDITIONAL		OTHER FUND: AMOUNT: \$ 4,300.00 N/A	
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES ☒ NO TYPE OF EMPLOYEE NONE		IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES ☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES ☒ NO	
SPACE BELOW FOR CLERK’S USE			
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN		SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____	
BOARD VOTE: ☐ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:		RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____	
COMMENTS:			

CLERK OF THE BOARD

02/03/2026
DATE

MEMO

Subject: Authorization to accept quote from Cascade Software Systems to migrate from on-premises services to WinCAMS Cloud services in an amount not to exceed \$4,300.00.

Department: Public Works and Transportation

Background: The Road Department has used WinCAMS cost account management software on a local server since 2001. There is now an option to upgrade to cloud based WinCAMS software. This migration will enable the shops in Alleghany, Goodyear's Bar, and Loyaltown access to the software at a normal processing speed as long as they have consistent, reliable internet connections (Starlink units). There will be no need to come to Downieville to use the software. The workflow of the Road Department will be more streamlined and efficient.

Cascade Software Systems

132 E Broadway Suite 800
Eugene, OR 97401
541-343-9160

QUOTE

DATE	1/12/2026
QUOTE #	
CUSTOMER ID	SIE
VALID UNTIL	2/11/2026

CUSTOMER

Sara Carr
Sierra County DPW

WinCAMS Cloud

DESCRIPTION	UNIT PRICE	QTY		AMOUNT
				-
1. Migrate from on-premise to WinCAMS Cloud --One time charge	1,000.00	1		1,000.00
				-
				-
2. Additional monthly charge for WinCAMS Cloud --Normal annual WinCAMS maintenance unchanged	300.00	12	months	3,600.00
				-
				-
3. Discount for annual billing (one month free)	300.00	-1	month	(300.00)
				-
				-
				-
				-
				-
Annual Maintenance = n/a				-

TERMS AND CONDITIONS

1. Customer will be billed after services are complete
2. Please email (ayren@cascadegovsoftware.com)
the signed quote to accept
Customer Acceptance (sign below):

x _____
Print Name:

Other	\$	-
One Time	\$	1,000.00
Annual cost	\$	3,300.00

If you have any questions about this price quote, please contact
ayren@cascadegovsoftware.com or 541-343-9160 x111

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: Public Health PHONE NUMBER: (530) 993-6700 REQUESTED BY: Rhonda Grandi, Director	TYPE OF AGENDA ITEM: ☐ REGULAR ☒ CONSENT ☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☒ RESOLUTION ☒ MEMO ☐ AGREEMENT OTHER _____
AGENDA ITEM: Resolution authorizing Public Health to hire the vacant Health Assistant position at the Health Assistant III Step E, Longevity 2.	
BACKGROUND INFORMATION: Please see attached memo.	
FUNDING SOURCE: 0515610 GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☒ YES ☐ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES ☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES ☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: ☐ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

CLERK OF THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors

From: Rhonda Grandi, Director

Reference: Agenda Item

Date of memo: January 16, 2026

Date of Board Meeting: February 3, 2026

Requested Action: Resolution authorizing Public Health to hire the vacant Health Assistant position at the Health Assistant III Step E, Longevity 2.

Funding

Budgeted? Yes ☒ No ☐

Revenue		
Expenses		
Difference		

Background Information: Sierra County Public Health requests approval to fill a vacant Health Assistant position. A qualified internal applicant has been identified who is currently employed by the County and has previously served in the Health Assistant classification for several years.

The applicant meets all minimum qualifications for the position and brings extensive, directly relevant experience, including prior service at the Health Assistant III, Step E, Longevity 2 level. Given the individual's demonstrated competency, familiarity with County systems and Public Health operations, and prior performance in this classification, Public Health proposes to appoint the applicant at Health Assistant III, Step E, Longevity 2.

This appointment supports continuity of services, minimizes onboarding and training time, and ensures uninterrupted delivery of Public Health programs.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Public Health will be unable to fill the vacant Health Assistant position at the requested level. This may negatively impact service delivery and program efficiency.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PUBLIC HEALTH TO HIRE THE VACANT HEALTH ASSISTANT POSITION AT THE HEALTH ASSISTANT III STEP E, LONGEVITY 2.

WHEREAS, the Public Health Department wishes to fill the vacant position of Health Assistant;
and

WHEREAS, there is a qualified applicant, who is currently employed by the County and who previously served in the Health Assistant classification for several years, to fill the vacant position; and

WHEREAS, the Department desires to hire at the level of Health Assistant III, Step E, Longevity 2, based on the applicant's relevant experience and prior service in this classification at the same step.

NOW THEREFORE BE IT RESOLVED, the Board of Supervisors gives authorization to hire at the Health Assistant III Step E, Longevity 2 for the vacant position.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 3rd day of February, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA:

PAUL ROEN
Chair, Board of Supervisors

ATTEST:

HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

ANDREW PLETT
County Counsel

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 2/3/2026 DEPARTMENT: Behavioral Health Department PHONE NUMBER: 530-993-6717 REQUESTED BY: Sheryll Prinz-McMillan	TYPE OF AGENDA ITEM: ☐ REGULAR☒ CONSENT☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION☐ MEMO ☐ AGREEMENTOTHER _____
AGENDA ITEM: Agreement between the Tulare County Superintendent of Schools and the County of Sierra for use of the 2025-2026 Cannabis Mini Grant from the California Friday Night Live (FNL) Partnership for youth-led cannabis prevention and education campaigns from October 1, 2025, through June 12, 2026, in an amount not to exceed \$3,000. (BEHAVIORAL HEALTH)	
BACKGROUND INFORMATION: See Memo	
FUNDING SOURCE: 0515670 GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: N/A AMOUNT: \$ 3,000.00 N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED☐ APPROVED AS AMENDED ☐ ADOPTED☐ ADOPTED AS AMENDED ☐ DENIED☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: AYES: ABSTAIN: NOES: ABSENT:	☐ BY CONSENSUS RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____
COMMENTS: 	

CLERK OF THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors

From: Sheryll Prinz-McMillan, Behavioral Health Director

Reference: Agenda Item

Date of Memo: January 23, 2026

Date of Board Meeting: February 3, 2026

Requested Action: Agreement between the Tulare County Superintendent of Schools and the County of Sierra for use of the 2025-2026 Cannabis Mini Grant from the California Friday Night Live (FNL) Partnership for youth-led cannabis prevention and education campaigns from October 1, 2025, through June 12, 2026, in an amount not to exceed \$3,000. (BEHAVIORAL HEALTH)

Mandated by: N/A

Funding

Budgeted? Yes X No

Revenue	\$ 3,000.00	0515670
Expenses	\$ 3,000.00	0515670
Difference	0	

Background Information:

The Cannabis Mini-Grant from the Friday Night Live (FNL) program is a small funding opportunity provided to local organizations, schools, or counties to support youth-led prevention activities focused on cannabis use to prevent youth cannabis use through education, leadership development, and community engagement. Furthermore, to support Friday Night Live chapters or similar youth programs in creating positive social norms and healthy alternatives.

Alternatives or impacts of disapproval: Sierra County would lose this grant opportunity.

Tulare County
Office of Education
Committed to Students, Support & Service

Tim A. Hire
*County
Superintendent
of Schools*

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

October 16, 2025

Sierra County Behavioral Health
704 Mill Street
Loyalton, CA 96118

To Whom it May Concern:

Attached is your Agency Agreement for 2025 - 2026 Cannabis Mini Grant from the California Friday Night Live Partnership.

You were identified as your agency's primary contact through the opt-in form. Please facilitate the countersignature/full execution of the attached Agency Agreement. The signatory will need to print name, sign, date, and provide their title on the signature block (page 4)

Once signed, please return either by e-mail or by mail to:

E-mail: karla.doyer@tcoe.org

OR

Mail: Tulare County Office of Education
Attn: Karla Doyer, Purchasing & Agreements Manager
P.O. Box 5091
Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,

Karla Doyer

Karla Doyer

Purchasing & Agreements Manager | 559-302-3729 | karla.doyer@tcoe.org

SCOPE OF SERVICES - EXHIBIT A

1. RESPONSIBILITIES OF AGENCY:

(Please provide a detailed description of services and deliverables to be provided by Sierra County Behavioral Health.)

See Exhibit A

2. RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

See Exhibit A

FEE SCHEDULE

The contract total for services to be provided are estimated to be

\$3,000.00. Invoice will be submitted no later than June 19, 2026

including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Exhibit (A)

Exhibit A - Cannabis Sierra.docx

30.67KB

Exhibit (B)

Exhibit (C)

Exhibit (D)

AGENCY AGREEMENT 260582

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **Sierra County Behavioral Health**, referred to as **AGENCY**.

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become

effective as	and shall expire on .
10/1/2025	6/12/2026

2. **SERVICES:** AGENCY shall provide services as set forth: (See attached Scope of Services - Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)

3. **COST OF SERVICES:** SUPERINTENDENT shall pay AGENCY for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of \$ 3,000.00

4. METHOD OF PAYMENT:

- a. AGENCY must submit itemized invoices to SUPERINTENDENT for the cost of the services.
- b. AGENCY is responsible for maintaining verifiable records for all expenditures.

5. **INDEMNIFICATION:** SUPERINTENDENT and AGENCY shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or AGENCY or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

THE PARTIES, having read and considered the above provisions indicate their agreement by their authorized signatures below.

AGENCY

Sierra County Behavioral Health
704 Mill St.
Loyalton, CA 96118

SUPERINTENDENT

Tim A. Hire, Superintendent
Tulare County Superintendent of
Schools
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

SUPERINTENDENT

Signature

Tim A. Hiro

Date

10/13/2025

AGENCY

Signature

Sign

Date

TCOE Program Information

Contact Person:

Perla Estrada

Telephone:

5597336496 ext. 1265

Department/Program: California Friday Night Live Partnership

Please return an original copy to:

Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

EXHIBIT A – SCOPE OF SERVICES

BACKGROUND: Funding for this program is provided by a grant from the California Department of Public Health. The aim of the project is to provide young people with the opportunity to conduct youth-led cannabis use prevention and education campaigns in their communities to shift social norms and foster awareness around the harms of underage cannabis use.

RESPONSIBILITIES OF CONTRACTOR:

CONTRACTOR will deliver:

1. A multifaceted underage cannabis use prevention campaign over the course of the project term (October 1, 2025 – June 16, 2026) at the following site(s):
 - i. Loyaltan FNL High School - \$3,000
2. Multimedia education campaign:
 - a. Create one (1) public service announcement (e.g., social media reel, YouTube video, podcast).
 - b. Develop one (1) graphic (e.g., flyer, social media graphic, brochure, poster).
 - c. Maintain a social media presence to highlight project efforts (minimum of 1 post per month).
3. Merchant & community engagement:
 - a. Educate local decision-makers about policy best practices and enforcement needs.
 - b1. Engage local merchants (dispensary owners, vendors that sell cannabis-related products) to inform them about current regulations.
OR
b2. Host a youth-led Town Hall Meeting to educate community members on the harms of underage cannabis use.
4. Disseminate all project-related deliverables throughout the site's local community.
5. Participation in three (3) Learning Community Calls and other technical assistance, as identified and scheduled by the CFNLP, to support and ensure successful project implementation throughout the project term.
6. Administer the Youth Development Survey to youth partners at each funded site.

SPECIFIC CONTRACT REQUIREMENTS:

- CONTRACTOR understands all work performed by CONTRACTOR under this Agreement is deemed "work made for hire" under the Copyright Act. The CONTRACTOR assigns all rights, titles and interests to CFNLP for any work product made, conceived, derived from, or reduced to practice by CONTRACTOR, which result directly or indirectly from this Agreement. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the property of CFNLP.
- Funds provided through this contract shall not be budgeted or spent on capital improvements, equipment over \$5,000, or entertainment.

- Awards from this Request for Application (RFA) are valid and enforceable only if sufficient funds are made available from OPG for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature or any statute enacted by the State Legislature which may affect the provisions, terms, or funding of this contract in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, awards shall be amended to reflect any reduction in funds.

PROGRESS REPORTS: CONTRACTOR will provide three Progress Reports that include the activities that are outlined in the Scope of Work. Failing to satisfactorily make progress toward deliverables may be cause for withholding payment and jeopardize the grant award. CFNLP/TCOE will not make final payment until CONTRACTOR has submitted all work in a complete and acceptable form. Progress Reports will be submitted to the CFNLP via email. The Progress Report due dates are as follows:

Reporting Period 1: October 1, 2025 – December 31, 2025
REPORT DUE JANUARY 15, 2026

Reporting Period 2: January 1, 2026 – March 31, 2026
REPORT DUE APRIL 17, 2026

Reporting Period 3: April 1, 2026 – June 12, 2026
FINAL REPORT & INVOICE DUE JUNE 19, 2026

**RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF
EDUCATION:**

The CFNLP will provide technical assistance and training opportunities for youth and adults, as well as tools and resources specific to project implementation.

FEE SCHEDULE

The Contract Total for Services to be provided shall not exceed \$3,000, and is inclusive of contractor travel or other expenses.

INVOICE: CONTRACTOR shall submit an invoice upon the completion of deliverables. CONTRACTOR shall send the invoice no later than **June 19, 2026**, by one of the two following methods:

MAIL	ELECTRONICALLY
TO: Tulare County Office of Education California Friday Night Live Partnership 6200 South Mooney Blvd., PO Box 5091 Visalia, California 93278-5091	Email to the CFNLP

The invoice must include the following:

- Contractor (organization/agency) name and contact information. ***This must match the name stated on the fully executed Agency Agreement.***
- Contractor address
- Invoice date
- Name of mini-grant: "Implementation of Underage Cannabis Use Prevention Project"
- List of site name(s)
- Dates of Service: October 1, 2025 – June 12, 2026
- Addressed to: California Friday Night Live Partnership, 6200 S. Mooney Blvd.
Visalia, CA 93278-5091

Payment will be made when evidence is provided that all deliverables have been completed on a project-by-project basis at the conclusion of the project year.

**SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

MEETING DATE: 2/3/2026		TYPE OF AGENDA ITEM: ☐ REGULAR ☒ CONSENT ☐ TIMED	
DEPARTMENT: Behavioral Health		SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION ☒ MEMO ☒ AGREEMENT OTHER _____	
PHONE NUMBER: 530-993-6717			
REQUESTED BY: Sheryll Prinz-McMillan			
AGENDA ITEM: Rescission of Agreement 2026-009 and approval of agreement between the California Mental Health Services Authority (CalMHSA) and County of Sierra for participation in External Quality Review and Performance Improvement Projects, in an amount not to exceed \$17,280 for Fiscal Year 2025/2026.			
BACKGROUND INFORMATION: See memo.			
FUNDING SOURCE: 0515670		OTHER FUND:	
GENERAL FUND IMPACT: NO ADDITIONAL		AMOUNT: \$ N/A	
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES ☒ NO TYPE OF EMPLOYEE NONE		IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES ☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES ☒ NO	
SPACE BELOW FOR CLERK’S USE			
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN		SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____	
BOARD VOTE: ☐ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:		RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____	
COMMENTS:			

CLERK OF THE BOARD

02/03/2026
DATE

Memorandum

To: Sierra County Board of Supervisors

From: Sheryll Prinz-McMillan, Behavioral Health Director

Reference: Agenda Item

Date of Memo: 1/23/2026

Date of Board Meeting: 2/3/2026

Requested Action Rescission of Agreement 2026-009 and approval of agreement between the California Mental Health Services Authority (CalMHSA) and County of Sierra for participation in External Quality Review and Performance Improvement Projects, in an amount not to exceed \$17,280 for Fiscal Year 2025/2026.

Mandated by: N/A

Funding

Budgeted? Yes X No

Revenue	\$ 17,280.00	
Expenses	\$ 17,280.00	
Difference	0	

Background Information:

The California Mental Health Services Authority (CalMHSA) is a collaborative agency established by California counties to partner with the state in improving behavioral health care for all residents.

CalMHSA pools resources, builds partnerships, and applies technical expertise for the benefit of counties. It develops strategies and programs to enhance community mental health, encourage innovation, and better serve vulnerable populations.

As part of the Mental Health Plan, the State of California has established additional regulations for Behavioral Health Departments. An External Quality Review Organization (EQRO) is required to conduct reviews using performance improvement project matrices. The EQRO evaluates the quality and timeliness of mental health plans, with a focus on specialty mental health services. These reviews result in performance improvement projects, which are initiatives designed to enhance specific administrative or clinical performance and improve access to and quality of services. EQRO reviews include site visits, focus groups, and data analysis. Mental Health Plans must maintain at least two active performance improvement projects at all times, addressing both clinical and non-clinical areas. The Compliance Committee and the Behavioral Health Advisory Board will play key roles in this external quality review and in guiding the PIPs.

On January 19, 2026, this agreement was approved, but the incorrect contract was attached. This item correct the contract and record.

Alternatives or impacts of disapproval: Non-compliance in the Mental Health Plan. Furthermore, the State of California has shifted from non-compliance to enforcement, now permitting financial sanctions on counties.

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
EQRO AUDIT AND PIP SUPPORT
COVER SHEET

Sierra County ("Participant") desires to participate in the EQRO Audit and PIP Support ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program will also be governed by CalMHSA's Joint Powers Agreement and its Bylaws, as well as the terms of the current JPA-Business Associate Agreement executed by and between the parties. The Agreement is effective January 1, 2026, through December 31, 2026 ("Term"). The following exhibits are attached and form part of this Agreement:

Exhibit A	Detailed Program Description, Obligations, Restrictions
Exhibit B	General Terms and Conditions

1. **Summary of Program:** This Program will support the Participant's Mental Health and/or Drug Medi-Cal Plans by managing activities relevant to the completion of the FY25/26 annual External Quality Review ("EQRO") Audit, including activities that support the live EQRO audit and activities that support submission of the federally required Performance Improvement Projects ("PIPs").
2. **Funding:** Participant will pay for the fixed fee Services selected by Participant as indicated in Exhibit B, Section V. Table 2. The total funding amount for this Agreement shall not exceed **\$17,280** and shall be due upon execution of this Agreement.

Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant:

Signed: _____ Name (Printed): _____

Title: Board of Supervisors/ CAO Date: _____

Signed: _____ Name (Printed): _____

Title: County Counsel Date: _____

Signed: _____ Name (Printed): _____

Title: Director of Behavioral Health Date: _____

EXHIBIT A – Detailed Program Description, Obligations, Restrictions

Detailed Program Description:

CalMHSA will support Participants in managing one or both of two essential activities, EQRO Audit Support and PIP support for those counties utilizing the CalMHSA SmartCare Electronic Health Record System. Table 1, below, includes a list of available Program offerings under this Agreement. Additional details for each Program offering are included below in the CalMHSA Obligations and Participant Obligations sections of Exhibit A.

Table 1:

Program Offering	Description	Cost/Number of PIPs
EQRO Audit Support	CalMHSA will support county plan(s) in preparing for and completing the FY25-26 External Quality Review (EQR) audits related to the SmartCare EHR. CalMHSA support will include identification and completion of the portions of the Information Systems Capability Assessment Tool (ISCAT) document best responded to by CalMHSA, and identification of those items best completed by county plan(s). CalMHSA will liaise with the EQR organization's team, as permitted, and identify subject matter experts who will participate in virtual audits, as invited by county plans. CalMHSA will support document resubmission and assist with responding to follow up questions, as needed. CalMHSA will submit front-end SmartCare screenshots on behalf of county plans to support Performance Measure validation for those that have also opted into the HEDIS PA.	Cost: \$17,280

Performance Improvement Projects*	CalMHSA will support county plan(s) in meeting FY25/26 EQR PIP requirements by providing regular PIP coaching and consultation around using QI tools and strategies to support PIP progress. CalMHSA will support county plans with drafting required EQR PIP submissions and resubmissions as needed. CalMHSA will provide data support, including: calculating MY25 baseline performance indicator rates; providing consultation around measures to monitor intervention effectiveness; assistance with interpreting and applying HEDIS measure descriptive analysis reports to PIPs, as applicable. CalMHSA support under this scope of work applies to federally required Performance Improvement Projects (PIPs) for Mental Health Plans (MHPs) and Drug Medi-Cal Organized Delivery System (DMC-ODS) Plans per 42 C.F.R. § 438.330(b)(1) and (d)(1). CalMHSA support does not apply to other quality or performance improvement projects, such as those mandated by DHCS as part of a Corrective Action Plan for quality performance measures.	Cost: \$48,200 Number of PIPs: 2
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***RE: Performance Improvement Projects: HEDIS-based PIP support is only available to county plans that are also participating in the CalMHSA Quality Measures and Performance Improvement Program for Measurement Year (MY) 2025. County plans that are not participating in the CalMHSA Quality Measures and Performance Improvement Program may opt in to PIP-support for those PIPs that have topics other than improving HEDIS outcomes. For county plans approved by DHCS to complete a nonclinical PIP on a non-state-mandated topic, any data support relying on SmartCare EHR data may only be provided if necessary data can be accessed by CalMHSA through an EHR query.**

CalMHSA Obligations:

CalMHSA shall have the following obligations based on each Program offering purchased:

- A. EQRO Audit Support
 1. Submission Generation:
 - i. Complete the portion of the required EQR document submission relevant to CalMHSA support role for SmartCare EHR to county plan(s).
 2. Audit Session Participation

- i. Participate in audit sessions as invited by the county plan(s) to address inquiries and provide support.
- ii. Assist County Plan(s) with document re-submission as needed.

B. Performance Improvement Projects

1. PIP Coaching

- i. Provide PIP coaching meetings with county plan QI teams to discuss PIP development and implementation to support completion of EQR PIP submission forms (Steps 7 and 8, Intervention Worksheets, and updates to Steps 1-6 as needed).
- ii. Provide consultation to county plans on how to utilize quality improvement (QI) strategies and tools to support PIP progress (e.g., intervention design, testing, evaluation, refinement).

2. PIP Writing Support

- i. Assist county plans with drafting required EQR PIP submission forms based on county plan input and results of local implementation efforts (Steps 7 and 8, Intervention Worksheets, and updates to Steps 1-6 as needed).
- ii. Assist county plans with EQR PIP resubmission requirements as needed.

3. Data Support

- i. Provide consultation to county plans on selecting measures to monitor intervention effectiveness during testing.
- ii. Provide consultation about how county plans may be able to leverage existing data sources (e.g., SmartCare reports or list pages, dashboards) for monitoring intervention effectiveness measures.
- iii. Calculate county plan's MY2025 baseline performance indicator rate (numerator, denominator, percentage) for the following state-mandated PIP topics, as defined by the EQR: Nonclinical PIPs (Peers, Timeliness) and Clinical HEDIS PIPs (FUA, FUM, POD, SAA).
 - 1. Note for nonclinical PIPs: CalMHSA will use the methodology developed by CalMHSA for MY2024 pre-baseline PIP indicator calculations. Calculation of performance indicators is contingent on complete county plan data being accessible in SmartCare via a standardized data query. For Timeliness PIPs, data must be accessible in the applicable SmartCare Timeliness Records.
 - 2. Note for HEDIS PIPs: Calculation of performance indicators will be completed under the county plan's MY2025 HEDIS participation agreement with CalMHSA.
 - 3. Note for non-state-mandated PIPs approved by DHCS: Calculation of the county plan's performance indicator is contingent on data being accessible in SmartCare via report query

- iv. CalMHSA data subject matter experts (SMEs) will join periodic existing PIP consultation meeting to review HEDIS measure descriptive analysis reports to support interpretation and application to PIPs, if relevant.

Participant Obligations:

Participant shall have the following obligations based on each Program offering purchased:

A. EQRO Audit Support

- 1. Primary EQR Liaison
 - i. As the entity subject to EQR audit, the County Plan must take the lead in communicating and coordinating with the EQR unless otherwise agreed by the EQR.
- 2. Data and Documentation Provision
 - i. Provide CalMHSA with all necessary documents and background information required for the development of audit reports.
- 3. Audit Session Support
 - i. Attend audit sessions, inviting CalMHSA as needed.
- 4. Post-Audit Collaboration
 - i. Provide CalMHSA with all necessary follow-up information to comply with post-audit resubmissions or other deliverables.

B. Performance Improvement Projects

- 1. Identify staff person responsible for leading the county plan's PIP implementation. County plan will provide PIP liaison name/contact information and inform CalMHSA of changes to responsible PIP liaison.
- 2. Participate actively in the development of all stages of the PIP process in collaboration with CalMHSA.
- 3. Lead local implementation of all PIP activities and document efforts.
- 4. Review and provide feedback on CalMHSA's drafts of PIP submission forms. Submit the county plan's final submission forms per EQR requirements.
- 5. Provide CalMHSA with all necessary information to comply with EQR PIP resubmission requests or other deliverables.
- 6. Submit any supplemental data and/or documents to support the development of PIPs. This may include, but is not limited to, recommendations from EQRs, County surveys, stakeholder feedback, etc.

C. Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org.

Program Restrictions:

- A. Timelines and technical requirements may need adjusting due to unique circumstances.

- B. HEDIS client level and/or event level data will not be provided to the participant under this Agreement.

EXHIBIT B - General Terms and Conditions

I. Definitions

The following words, as used throughout this Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- D. Program – The program identified in the Cover Sheet offered by CalMHSA under the Agreement.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Provide the Program as described in the Agreement;
 - 2. Act as the Fiscal and Administrative agent for the Program.
 - 3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
 - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice or, as applicable, within 30 days of Agreement execution.
 - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
 - 3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.
 - 4. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.
 - 5. Provide feedback on Program performance.

6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.

III. Amendment. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Agreement upon three (3) months' written notice to CalMHSA, to the attention of the Executive Director. Notice shall be deemed served on the date of mailing.
- B. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- C. Funds used to pay for completed deliverables, services rendered, upfront fees, fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to cost adjustment, after-completion review, restrictions or reversion (subject to applicable laws).

V. Fiscal Provisions. The total funding amount for the fixed fee Services selected by Participant as indicated in Table 2, below shall not exceed **17,280.00**

CalMHSA will invoice Participant directly upon execution of this Agreement for the Services selected by Participant. Payment for all Services shall be made within 30 days of receipt of CalMHSA's invoice. Payments pursuant to this fixed price, delivery-based Services contract are not subject to cost adjustment, after-completion review, reversal or restrictions.

Table 2:

Program Offering	Cost	Number of PIPs	Participant Selection (Mark X to Select)
EQRO Audit Support	\$17,280	N/A	
Performance Improvement Projects	\$48,200	2	
TOTAL		17,280.00	

VI. Indemnification. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for

damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VII. No Responsibility for Mental Health Services. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.

VIII. Legal Disclaimer. CalMHSA is not providing legal advice in any capacity through and/or related to the Program. Any information, advice, consultation, etc. provided by CalMHSA related to the Program is not intended as legal advice and should not be construed or relied upon as such. Participant acknowledges and agrees that it is the sole responsibility of Participant to seek independent legal advice as needed.

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 2/3/2026 DEPARTMENT: Behavioral Health Department PHONE NUMBER: 15309936717 REQUESTED BY: Sheryll Prinz-McMillan	TYPE OF AGENDA ITEM: ☐ REGULAR☒ CONSENT☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION☒ MEMO ☐ AGREEMENTOTHER _____
AGENDA ITEM: Memorandum of Understanding (MOU) between the Tulare County Superintendent of Schools and the County of Sierra for the implementation of the 2025-2026 Friday Night Live (FNL) Thirdhand Smoke Test Kit Project (Thirdhand Smoke Project) from October 1, 2025, through June 30, 2026. (BEHAVIORAL HEALTH)	
BACKGROUND INFORMATION:	
FUNDING SOURCE: n/a GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: N/a AMOUNT: \$ 0 N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES☐ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☐ YES☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES☐ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ ADOPTED ☐ DENIED ☐ NO ACTION TAKEN ☐ APPROVED AS AMENDED ☐ ADOPTED AS AMENDED ☐ OTHER	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: AYES: ABSTAIN: NOES: ABSENT:	☐ BY CONSENSUS RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____
COMMENTS:	

CLERK OF THE BOARD

DATE

Memorandum

To: Board of Supervisors

From: Sheryll Prinz-McMillan, Behavioral Health Director

Reference: Agenda Item

Date of Memo: 1/23/2026

Date of Board Meeting: 2/3/2026

Requested Action: Memorandum of Understanding (MOU) between the Tulare County Superintendent of Schools and the County of Sierra for the implementation of the 2025-2026 Friday Night Live (FNL) Thirdhand Smoke Test Kit Project (Thirdhand Smoke Project) from October 1, 2025, through June 30, 2026. (BEHAVIORAL HEALTH)

Mandated by: N/A

Funding

Budgeted? Yes ☒ No ☐

Revenue	\$ 0.00	
Expenses	\$ 0.00	
Difference	0	

Background Information:

2025-2026 implementation of the Friday Night Live FNL, Thirdhand Smoke Test Kit Project.

The project empowers youth to understand, measure, and reduce exposure to thirdhand smoke (THS)—the toxic residue left behind on surfaces, dust, clothing, and indoor environments after tobacco or cannabis use. Through hands-on testing, peer education, and community outreach, FNL youth become advocates for healthier, smoke-free environments.

Project Goals include; increase youth awareness of thirdhand smoke and its health impacts; and equip youth with practical tools to identify THS in homes, cars, and community spaces; and strengthen youth leadership through data collection, outreach, and public presentations; and support local policy and environmental change efforts related to smoke-free spaces.

Alternatives or impacts of disapproval: Sierra County will miss this opportunity.

MEMORANDUM OF UNDERSTANDING
BETWEEN
TULARE COUNTY SUPERINTENDENT OF SCHOOLS
AND
SIERRA COUNTY BEHAVIORAL HEALTH

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of October 1, 2025 between the Tulare County Superintendent of Schools, referred to as SUPERINTENDENT and Sierra County Behavioral Health, referred to as AGENCY, wish to provide services as described in the attached SCOPE OF SERVICES.

ACCORDINGLY, IT IS AGREED:

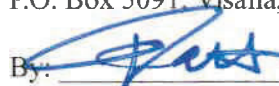
1. TERM: This MOU shall become effective as of October 1, 2025 and shall expire on June 30, 2026.
2. SERVICES: The parties shall each be responsible for the items listed in the attached SCOPE OF SERVICES.
3. INDEMNIFICATION: SUPERINTENDENT and AGENCY shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or AGENCY or their agents, officers and employees under this MOU. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this MOU, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this MOU, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this MOU as to any acts or omissions occurring under this MOU or any extension of this MOU.
4. TERMINATION: Either party may terminate this MOU without cause by giving thirty (30) written notice to the other party.

THE PARTIES, having read and considered the above provisions, indicate their acceptance of this Memorandum of Understanding by their authorized signatures below.

AGENCY:
Sierra County Behavioral Health.
704 Mill Street
Loyalton, CA 96118

SUPERINTENDENT:
Tim A. Hire
Superintendent of Schools
Tulare County Office of Education
P.O. Box 5091, Visalia, CA 93278-5091

By: _____

By: 

Date: _____

Date: 10/13/25

TCOE Program Information

Contact Person & Phone #: Katelyn Williford, 559-733-6496 ext. 1264

Please return an original copy to: Tulare County Office of Education
Attn: Internal Business Services Secretary
P.O. Box 509, Visalia, CA 93278-5091

SCOPE OF SERVICES

The purpose of this Memorandum of Understanding (MOU) is to outline and goals and expectations regarding the local implementation of the 2025-2026 Friday Night Live (FNL) Thirdhand Smoke Test Kit Project ("Thirdhand Smoke Project").

1. RESPONSIBILITY OF AGENCY:

- a. Attend two webinars hosted by CFNLP's partner, San Diego State University Center for Tobacco and the Environment (CTE):
 - i. Winter webinar: how to use Thirdhand Smoke Project test kit.
 - ii. Spring webinar: how to use data produced from the Thirdhand Smoke Project test kit.
- b. Utilize the Thirdhand Smoke Project test kit, following the instructions detailed by CTE, and return the test kit to CTE for analysis. The test kits will be utilized by the following chapter:
 - i. Downieville FNL HS
- c. Share materials (i.e., fact sheets, pictures of presentations, social media posts, etc.) with the CFNLP that result from the FNL chapter's efforts following receipt of their customized report.

2. RESPONSIBILITY OF SUPERINTENDENT:

- a. Training/webinars that outline how to use the Thirdhand Smoke Project test kits and how to use the data produced from the test kits.
- b. Distribute test kit via mail to specified location.
- c. Receive the completed test kit and process data.
- d. Prepare individualized reports based on the data collected.
- e. Educational material templates, including infographics, social media, and presentation templates.

**SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

MEETING DATE: 02/03/2026 DEPARTMENT: Behavioral Health PHONE NUMBER: 530-289-2890 REQUESTED BY: Jeremy Miller	TYPE OF AGENDA ITEM: ☐ REGULAR ☒ CONSENT ☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION ☐ MEMO ☐ AGREEMENT OTHER <u>Quote</u>
AGENDA ITEM: Ratify approval of quote from Monarch for Access Control and Security Cameras in an amount not to exceed \$26,672.10. (BEHAVIORAL HEALTH)	
BACKGROUND INFORMATION: Behavioral Health is updating its access control and security camera systems using MHSA technology funds. The vendor offered end-of-year pricing, resulting in approximately \$14,000 in savings, which required execution before the end of the month. Accordingly, the Chair authorized the quote, and the item is before the Board for ratification.	
FUNDING SOURCE: MHSA CFTN GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ 26,672.10 N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES ☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☐ YES ☒ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES ☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: ☐ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

_____ CLERK OF THE BOARD	02/03/2026 DATE
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Suite 130-203
16321 Main St Suite 130
Chino, CA 91708

Prepared By Anthony D'Ambrosio
Email anthony@monarchconnected.com

Quote Number 00008786
Term (Months) 60

Created Date 1/30/2026

Bill To Name CA-County-Sierra
Bill To 100 Courthouse Square Ste 15
Downieville, CA 95936

Customer Name CA-County-Sierra
Ship To 100 Courthouse Square Ste 15
Downieville, CA 95936

Product Code	Product	Quantity	MSRP	Amount	Final
AD64-HW	Verkada AD64 Multi-format, Single Gang Card Reader with Keypad	6.00	\$599.00	\$3,594.00	\$2,336.10
AC42-HW	Verkada AC42 4 Door Controller	2.00	\$1,799.00	\$3,598.00	\$2,338.70
ACC-BAT-4AH	Verkada 4AH Backup Battery for AC41, AC42, AX11, and BP41	2.00	\$129.00	\$258.00	\$167.70
LIC-AC-5Y-CAP	Verkada 5-Year Door License, Capacity Increase	6.00	\$999.00	\$5,994.00	\$3,896.10
TD63-HW	Verkada TD63 Video Intercom Keypad	2.00	\$1,999.00	\$3,998.00	\$2,598.70
LIC-TD-5Y-CAP	Verkada 5-Year Intercom License, Capacity Increase	2.00	\$1,749.00	\$3,498.00	\$2,273.70
CH52-1TBE-HW	Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention	1.00	\$3,599.00	\$3,599.00	\$2,339.35
LIC-CAM-MLT2-5Y-CAP	5-Year Two Camera Multisensor License, Capacity Increase	3.00	\$1,799.00	\$5,397.00	\$3,508.05
CY53-512E-HW	Verkada CY53-E Outdoor Two-Camera Multisensor, 2x5MP, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	3.00	\$2,199.00	\$6,597.00	\$4,288.05
LIC-CAM-MLT4-5Y-CAP	Verkada 5-Year Four-Camera Multisensor License, Capacity Increase	1.00	\$2,999.00	\$2,999.00	\$1,949.35
ACC-MNT-YPEND-1	Two-Camera Multisensor Pendant Cap	3.00	\$109.00	\$327.00	\$212.55
ACC-MNT-HPEND-1	Four-Camera Multisensor Pendant Cap Mount	1.00	\$139.00	\$139.00	\$90.35
ACC-MNT-ARM-1	Verkada Arm Mount	4.00	\$99.00	\$396.00	\$257.40

Subtotal	\$40,394.00
Total Discount	-\$14,137.9
Tax	\$1,060.59
Shipping and Handling	\$416.00
Grand Total	\$27,732.69

Please confirm acceptance of this quote by signing below:

This order is a binding agreement between you and The ELD Experts LLC, dba Monarch. By placing this order, you hereby agree to Monarch's Terms of Sale, which are incorporated herein by reference, and can be found at <https://www.monarchconnected.com/terms-of-sale>

In the event of a conflict between this order and the Terms of Sale, the Terms of Sale shall control.

Customer agrees that their use of and access to the Verkada products and services purchased hereunder are subject to Verkada's terms of service at <https://legal.verkada.com/#eua>



Suite 130-203
16321 Main St Suite 130
Chino, CA 91708

Signature: _____

Print Name: _____

Date: _____

This order is a binding agreement between you and The ELD Experts LLC, dba Monarch. By placing this order, you hereby agree to Monarch's Terms of Sale, which are incorporated herein by reference, and can be found at <https://www.monarchconnected.com/terms-of-sale>

In the event of a conflict between this order and the Terms of Sale, the Terms of Sale shall control.

Customer agrees that their use of and access to the Verkada products and services purchased hereunder are subject to Verkada's terms of service at <https://legal.verkada.com/#eua>

**SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

MEETING DATE: 02/03/2026 DEPARTMENT: Board of Supervisors PHONE NUMBER: 530-289-3295 REQUESTED BY: Heather Foster, Clerk of the Board	TYPE OF AGENDA ITEM: ☐ REGULAR☒ CONSENT☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☒ RESOLUTION☐ MEMO ☐ AGREEMENTOTHER _____
AGENDA ITEM: Resolution amending designation of the County Official responsible for administration of the Sierra County Solid Waste Benefit Assessment Fee Program.	
BACKGROUND INFORMATION: Due to the current vacancy in the Director of Public Works and Transportation position and the upcoming retirement of the County Assessor, the Board has determined it is appropriate to reassign the Solid Waste Fee Administration duties to the County Assessor.	
FUNDING SOURCE: GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: AYES: ABSTAIN: NOES: ABSENT: ☐ BY CONSENSUS	RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

02/03/2026	
CLERK OF THE BOARD	DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**RESOLUTION AMENDING DESIGNATION OF THE COUNTY OFFICIAL
RESPONSIBLE FOR ADMINISTRATION OF THE SIERRA COUNTY SOLID WASTE
BENEFIT ASSESSMENT FEE PROGRAM**

RESOLUTION NO. 2026-

WHEREAS, Resolution No. 1989-148 designated the County Assessor as the County official responsible for administration of the Sierra County Solid Waste Benefit Assessment Fee Program; and

WHEREAS, on June 6, 2023, the Board of Supervisors adopted Resolution No. 2023-064 appointing the Director of Public Works as the County official responsible for administration of the program; and

WHEREAS, the Board of Supervisors now finds it appropriate to reassign administration of the Sierra County Solid Waste Benefit Assessment Fee Program to the County Assessor to better align the program with assessment-related functions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Sierra, State of California, does hereby designate the County Assessor as the County official responsible for the administration of the Sierra County Solid Waste Benefit Assessment Fee Program.

BE IT FURTHER RESOLVED that effective upon adoption of this resolution, all administrative responsibility for the Sierra County Solid Waste Benefit Assessment Fee Program shall transition to the County Assessor and all County departments currently involved in the administration of the program shall cooperate with the County Assessor to ensure an orderly and efficient transition, including the transfer of relevant records, documents, and information necessary for continued administration of the program without interruption.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sierra on the 3rd day of February, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

PAUL ROEN, CHAIR
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

ANDREW PLETT
COUNTY COUNSEL

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: Clerk-Recorder PHONE NUMBER: 530-289-3295 REQUESTED BY: Heather Foster, Clerk-Recorder/ROV/COB	TYPE OF AGENDA ITEM: ☐ REGULAR☒ CONSENT☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☒ RESOLUTION☐ MEMO ☐ AGREEMENTOTHER _____
AGENDA ITEM: Resolution adopting amended Schedule D, Clerk-Recorder, Schedule I, Probation, and Schedule F, Health & Social Services/Behavioral Health to Resolution 2018-024, Sierra County Fee Schedule.	
BACKGROUND INFORMATION: See attached memos and amended fee schedules.	
FUNDING SOURCE: GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☐ YES☒ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: AYES: ABSTAIN: NOES: ABSENT:	☐ BY CONSENSUS RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

_____ CLERK OF THE BOARD	02/03/2026 _____ DATE
-----------------------------	-----------------------------

MEMO:

Subject: Clerk-Recorder, Schedule D

Department: Clerk-Recorder, Heather Foster

Background: Pursuant to Government Code Section 27397, each county is authorized to impose a fee in the amount of one dollar (\$1.00) per recorded real property instrument for the purpose of funding the implementation and continued operation of the Electronic Recording Delivery System (ERDS).

**SCHEDULE OF SIERRA COUNTY
FEES AND CHARGES
CLERK-RECORDER
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
RECORDER FEE SCHEDULE		
Regular Recording Fee · First Page	\$15.00	GC 27397 GC 27361 (a) GC 27361(c) GC 27361(d) GC 27361.4(a) GC 27361.4(c)
· Each Additional Page	\$3.00	GC 27361(a) GC 27361(b) GC 27361(c) GC 77205
· Combined Documents	\$14.00 (each additional title)	GC 27361.1
Senate Bill (SB) 2 Building Homes and & Job Act	\$75.00, per parcel, per transaction with a cap of \$225.00	GC 27388.1
Non-Conforming Document (8½ x 11 page in document)	Regular Recording Fee plus \$3 per page (all pages)	GC 27361(a)(2) GC 27361.5
Additional Indexing · Each Group of 10 Names or Fraction Thereof After First 10	\$1.00	GC 27361.8
· Each Additional Referenced Indexed, e.g., Mining Claims	\$1.00	GC 27361.2
Military Records	No Fee	GC 27381
Liens · Release of Liens (State, County, Etc.) · Involuntary Lien Notification · Lien for State, Municipality, County	\$11.00 \$3.00 No Fee	GC 27361.3 GC 27387 GC 27383
Preliminary Change of Ownership Report Penalty Fee (Form not filed if recording evidences a change of ownership)	\$20.00	R&T 480.3
Recording of Maps · First Page · Each Additional Page	\$6.00 \$2.00	GC 27372

**SCHEDULE OF SIERRA COUNTY
FEES AND CHARGES
CLERK-RECORDER
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
Financing Statements · Recording UCC · Recording UCC (3 Pages or More) · Request for Information (Search Files) · Copies	\$10.00 \$20.00 \$5.00 \$1.00 per page	GC 12194(b)
Documentary Transfer Tax	\$0.55 per \$500.00 value	R&T 11911
Copies · Official Records · Grantor/Grantee Index	\$1.00 per page \$1.00 per page	GC 27366
CD's · Monthly Recordings · Maps (Full Set)	\$125.00 \$250.00	
Administering and Certifying Oaths and Affirmations	\$0.50 each	GC 27379
Certification of Any Recorded Document	\$1.75	GC 26833
CLERK FEE SCHEDULE		
Clerk's Certification and Copies · Paper or Record on File in the Clerk's Office · Certifying a Copy of a Document on File · Clerk's Certificate, Not Otherwise Fixed · Conflict of Interest Statement · Exemplification of Paper · 20 Day Notice Filing · Fee for Certificate of Official Capacity of any Public Official	\$0.50 \$1.75 \$1.75 \$0.10 per page \$20.00 \$9.00 \$2.25	GC 26831 GC 26833 GC 26836 GC 81008 GC 26839 GC 27361.9 GC 26833
Faxing Official Documents	Regular document copy fee plus \$2.00 fax fee	GC 26831
Miscellaneous Fees (Filing, Indexing, Amending or Certifying Copies of Articles of Incorporation)	\$2.25	GC 26851
Environmental Documents · Environmental Impact Report (EIR) · Mitigated/Negative Declaration (MND)/(ND) · Environmental Document per CRP · Clerk's Filing Fee	\$4051.25 \$2916.75 \$1,377.25 \$50.00	CCR, title 14, section 753.5 Fees are adjusted annually by the California Dept. of Fish and Wildlife.

**SCHEDULE OF SIERRA COUNTY
FEES AND CHARGES
CLERK-RECORDER
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
Admitted Surety Insurers · Filing Power of Attorney or Revocation One Name Two or More Names · Filing Final Statement of Admitted Surety Insurer · Certification that Corporation Sureties Certificate is not Surrendered/Revoked	\$12.00 \$9.00 each \$12.00 \$12.00	GC 28655.1
Legal Document Assistant (Filing Certificate) Unlawful Detainer Assistant to be Accompanied by \$25,000 Surety Bond · Filing · File Stamp Bond · Each Additional ID Card · Recorded Bond (First Page) · Each Additional Page	\$175.00 \$7.00 \$10.00 \$14.00 \$3.00	B&P 6404 & 6405
Professional Photocopier (Filing Certificate) to be accompanied by \$5,000 surety bond · Filing · File Stamp Bond · Each Additional ID Card · Recorded Bond (First Page) · Each Additional Page	\$175.00 \$7.00 \$10.00 \$14.00 \$3.00	B&P 22453
Registration Process Server (Filing Certificate) to be accompanied by \$2,000 surety bond · Filing · File Stamp Bond · Each Additional ID Card · Recorded Bond (First Page) · Each Additional Page	\$100.00 \$7.00 \$10.00 \$14.00 \$3.00	B&P 22353

**SCHEDULE OF SIERRA COUNTY
FEES AND CHARGES
CLERK-RECORDER
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
Fictitious Business Name Statements · First Filing, Renewal, Renewal with changes First Business Name and One Partner. · Each Additional Name (Business or Partner) · Abandonment, Withdrawal · Filing Affidavit of Publication of Dissolution of Partnership · Certified Copy · Business Name Index	\$35.00 \$5.00 \$10.00 \$5.00 \$5.00 \$15.00 (base fee)	B&P 17929 B&P 17926 B&P 17928
Marriages · Issuing Marriage License · Issuing/Filing Confidential Marriage License · Issuing Marriage License (After Hours) · Issuing Confidential Marriage License (After Hours) · Solemnizing Marriage Ceremony (M-F) · Issuing Duplicate Marriage License · Deputization to Perform Marriage	\$65.00 \$71.00 \$70.00 \$76.00 \$50.00 \$5.00 \$25.00	H&S 103650 GC 26840 et seq.
Notary Public · Filing and recording Bond of Notary Public · Certificate to Capacity of Public Official or Notary Public	\$10.00 filing fee plus regular recording fee \$2.25	GC 26849.1
VITAL RECORDS		
Vital Record Copies · Birth Certificate · Death Certificate · Marriage Certificate · Birth (Gov.) · Amendments to Above · Permit for Disposition · Cross Filing Permit for Disposition	\$29.00 \$24.00 \$17.00 \$22.00 \$20.00 \$12.00 \$16.00	State Annual Vital Record Fee Schedule - multiple state statutes
Searching Vital Records · Birth · Death · Marriage	\$29.00 \$24.00 \$17.00	H&S 103650; GC 27369

**SCHEDULE OF SIERRA COUNTY
FEES AND CHARGES
CLERK-RECORDER
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
BOARD OF EQUALIZATION FEE SCHEDULE		
Copies of Documents	\$0.50 per page	GC 26831
Finding of Fact (This is a deposit; applicant is responsible for all costs incurred by the County in preparing the Findings of Fact)	\$150.00	R&T 1611.5 SC BOE Res 2014-001
BOARD OF SUPERVISORS FEE SCHEDULE		
Copies of Documents	\$0.50 per page	GC 26831
Audio Recordings of Board Meetings	\$10.00	GC 26831
Agenda and Public Notices (Hard Copy)	\$40.00 annually	GC 26831
Minutes (Hard Copy)	\$70.00 annually	GC 26831
Appeals (Amounts shown are required as deposits to be applied to all actual costs, including actual clerical, administrative, and county counsel costs, document duplication costs, telephone, fax & reporter per diem and transcription costs. Costs will be subtracted from the initial deposit and any overage refunded, or additional costs billed to and shall be paid by the person or entity filing the appeal. This provision shall supersede anything to the contrary in the County Code or any County resolution, policy, or procedure.) · Administrative Appeals · Planning Commission Appeals	\$200.00 deposit \$500.00 deposit	GC 26831
County Code – Hard Copy	\$50.00	GC 26831

**SCHEDULE OF SIERRA COUNTY
FEES AND CHARGES
CLERK-RECORDER
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
ELECTIONS FEE SCHEDULE		
<i>Available for Election, Scholarly, Journalistic, Political, or Governmental Purposes Only</i> Voter Index · Candidates or Committees (Hard Copy or Electronic) · Non-Candidates or Committees (Hard Copy) · Non - Candidates or Committees (Electronic - All Five Districts) · Non-Candidate or Committees (Electronic - Single District)	\$0.50 per 1,000 voters up to 2 requests \$0.50 per page \$50.00 \$10.00	EC 2184 EC 2191
Select Election Specific Reports	\$5.00 each	EC 2191
Weekly AVM files during election cycles	\$50.00	EC 2191
Political Reform Documents · Copy · Retrieval, per request for reports and statements five or more years old (a request for more than one report or statement or report and statement at the same time shall be considered a single request).	\$0.10 per page \$5.00	GC 81008
Certified Copy of Voter Registration	\$1.50	EC 2167
Precinct Map	\$4.00	GC 26831
Candidate Statement	\$200.00	EC 13307
Legislative Candidate Statement	\$200.00	EC 13307.5
Copies of Documents	\$0.50 per page	GC 26831

MEMO:

Subject: Probation, Schedule I

Department: Probation, Chuck Henson, Chief Probation Officer

Background: California Proposition 36, the Substance Abuse and Crime Prevention Act of 2000 is no longer in effect, therefore the associated fee must be removed. The Sierra County Collaborative Court team voted in October 2025 to discontinue Drug Court Program Fees.

**SCHEDULE OF SIERRA COUNTY
FEES AND CHARGES
PROBATION
SCHEDULE I**

SERVICE	SERVICE CHARGE & FEE
Prop 36 Program Fee	\$520.00
Drug Court Program Fee	\$780.00

Memorandum

To: Sierra County Board of Supervisors

From: Rhonda Grandi, Director of Public Health

Reference: Agenda Item

Date of memo: January 21, 2026

Date of Board Meeting: February 3, 2026

Requested Action: Amendment to the County Fee Schedule

Background Information: Requested amendments to the Environmental Health fee schedule. The key changes are outlined below for clarity and reference.

Removal of Prorated Percolation and Mantle Fee

The percolation and mantle fee is no longer assessed as a prorated charge when an Onsite Wastewater Treatment System (OWTS) was installed within one year. This prorated fee could not be tracked or billed later. As a result, it has been converted to a one-time inspection fee not tied into system installation.

Onsite Wastewater Treatment System (OWTS) Extension Fee

If systems can't be installed within one year, an applicant can apply for an extension that is one half of the original permit fee.

Plan Review and Revision Fees

Plan review fees and revisions are assessed on an hourly basis and are not prorated.

Violation Re-inspection Fee

A violation re-inspection fee has been added to the fee schedule. This fee is assessed on an hourly basis and applies only when a major violation identified during a previous inspection or report has not been corrected by the required compliance date, as verified through a re-inspection.

Late Fees and Renewal Penalties

Late fees have been included in the fee schedule, along with second and third (final) notice charges.

Permittees who fail to renew their permits on or before July 31, or another established renewal date, will be assessed as a penalty equal to 10 percent of the regular permit fee, in addition to the required permit fees. Penalty fees accrue monthly until the permit is renewed.

New Micro Market Permit

A new Micro Market permit has been introduced for small businesses that sell a limited selection of items and do not operate as full-scale markets. The purpose of this permit is to reduce permitting costs for qualifying small operations.

County Code References

At the request of staff, applicable County Code sections will be added to the fee schedule document to provide clear regulatory references.

**SCHEDULE OF SIERRA COUNTY
FEES AND CHARGES
HEALTH & SOCIAL SERVICES/BEHAVIORAL HEALTH
SCHEDULE F**

SERVICE	SERVICE CHARGE & FEE
FOOD PROGRAM	
FOOD FACILITY Annual Permit Fee*	
0 – 20 Seats	\$203.00
21 – 50 Seats	\$281.00
51+ Seats	\$360.00
Add-on fee for FULL BAR	+\$45.50
FULL BAR Annual Permit Fee*	\$203.00
w/ only minimal pre-packaged food (no food preparation)	
RETAIL MARKETS Annual Permit Fee*	
Commercially Prepackaged Food Only (no food preparation)	
Equal to or over 300 sq. ft. of display area	\$238.00
Add-on for food preparation	+ \$85.00
Micro Market (Less than 300 sq. ft. of display area)	\$45.50
COTTAGE FOOD OPERATION (CFO)	
Annual Permit Fee*	
Cottage Food Operator “Class A” (direct sales)	\$91.00
Cottage Food Operator “Class B” (indirect sales)	\$150.00
MICROENTERPRISE HOME KITCHEN OPERATION (MEHKO)	
Annual Permit Fee*	\$203.00
RESTRICTED FOOD SERVICE FACILITY (Such as Bed & Breakfast, Agricultural HomeStay)	
Annual Permit Fee*	\$203.00
MOBILE FOOD FACILITY(MFF)	
Mobile Food Preparation Unit (i.e., food truck) Annual Permit Fee*	\$150.00
Compact Mobile Food Operation (i.e., food cart) Annual Permit*	\$91.00
CATERING OPERATION	
Annual Permit Fee*	\$150.00
TEMPORARY FOOD FACILITY	
One Time Event Permit	\$75.00
Annual Permit*	\$150.00
Community Event Organizer (event with two or more food facilities)	\$108.00
FOOD FACILITY WATER SUPPLY APPROVAL	
Add-on fee for potable water verification and/ or inspection (unless served by a permitted water system)	+\$140.00

SCHEDULE OF SIERRA COUNTY FEES AND CHARGES HEALTH & SOCIAL SERVICES/BEHAVIORAL HEALTH SCHEDULE F	
SERVICE	SERVICE CHARGE & FEE
WATER SYSTEMS	
STATE SMALL WATER SYSTEM (5 to 14 connections)	
Annual Permit Fee*	\$140.00
Water System Sanitary Survey, Inspection, or Plan Review - hourly fee (as needed, add-on)	+\$91.00/hr
ORGANIZED CAMP PROGRAM	
Annual Permit Fee*	\$203.00
DETENTION FACILITIES	
Annual Inspection Fee*	\$203.00
RECREATIONAL HEALTH PROGRAM	
Annual Permit Fee*	
Public Pools/ Spas /Wading Pools	\$203.00
Additional pool or spa at same facility	+\$99.00
LIQUID WASTE HAULERS	
Annual Permit Fee* (septic tank and chemical toilet cleaning services)	\$203.00

ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) aka. SEPTIC SYSTEM	
New OWTS	
Conventional/Standard OWTS	\$364.00
Engineered or Supplemental OWTS	\$637.00
Septic Tank Destruction/ Abandonment (only)	\$238.00
OWTS Repair	
Septic Tank (only)	\$228.00
Conventional/Standard drain field (only)	\$339.00
Engineered or Supplemental drain field (only)	\$612.00
Full Repair (Conventional/Standard OWTS)	\$364.00
Full Repair (Engineered or Supplemental OWTS)	\$637.00
Other Component Repairs (i.e., D-Box, piping, etc.)	\$114.00
Annual Operating Permit (when applicable)	\$60.00
OWTS 1 Year Extension Permit	50% of original cost
Perc & Mantle Fee (Site Inspection)	\$91.00
Variance Request	\$273.00
Penalty fees	
OWTS Begun or Completed Without a Permit (additional to permit fees)	+ \$228.00
OWTS Completed Without an Inspection Request (additional to permit fees)	+ \$364.00

SCHEDULE OF SIERRA COUNTY FEES AND CHARGES HEALTH & SOCIAL SERVICES/BEHAVIORAL HEALTH SCHEDULE F	
SERVICE	SERVICE CHARGE & FEE
WELLS	
Water well construction (new domestic or agriculture)	\$364.00
Water well modification (deepen or re-perforate)	\$273.00
Geothermal Heat Exchange well (up to 10 wells on a given parcel)	\$364.00
Monitoring well - MW	
1-2 wells per project	\$238.00
3-4 wells per project	\$370.00
5-10 wells per project	\$410.00
Soil Boring (up to 10 borings per project)	\$273.00
Well Destruction (water well or MW - up to 10 MWs per project)	\$228.00
Penalty fees	
Well Begun or Completed Without a Permit (additional to permit fees)	+ \$228.00
Well Completed Without an Inspection Request (additional to permit fees)	+ \$228.00
MISCELLANEOUS (All Environmental Health Programs)	
Construction Inspection – hourly fee	\$91.00/hr
Photocopies	\$0.25/page for the first 50 pages \$0.10/page thereafter
Plan Review Fee and/or Revision – hourly fee (Not Prorated)	\$91.00/hr
Request for Service (For services not specifically identified) - hourly fee	\$91.00/hr
Violation Re-Inspection Fee** – hourly fee <i>**Fee is assessed only if a major violation noted on a previous inspection or report has not been corrected by the required date for correction, as verified by a re-inspection.</i>	\$91.00/hr
Water Supply Approval	
Fee for potable water verification and/ or inspection – hourly fee	\$91.00/hr
Late Fee	
2nd notice	10%/of the total
3rd- Final Notice	\$91.00/for each notice

**Permittees who fail to renew their permits on or before July 31st or other established renewal date shall pay an amount equal to 10 percent of the regular fee as a penalty, in addition to the specified permit fees. Penalty fees shall be accrued monthly.*

***Fee is assessed only if a major violation noted on a previous inspection or report has not been corrected by the required date for correction, as verified by a re-inspection.*

**SCHEDULE OF SIERRA COUNTY
FEES AND CHARGES
HEALTH & SOCIAL SERVICES/BEHAVIORAL HEALTH
SCHEDULE F**

SERVICE	SERVICE CHARGE & FEE
CERTIFIED UNIFIED PROGRAM AGENCY (CUPA) HAZARDOUS MATERIALS PROGRAM ANNUAL FEES*	
HAZARDOUS MATERIAL BUSINESS PLAN	
County Fee per facility	\$178.00
State Surcharge Fee	Determined by the State
HAZARDOUS WASTE GENERATOR	
VERY SMALL Quantity Generator (may be an add-on fee or a one-time fee for facilities exempt from business plan & inventory reporting requirements)	\$45.50
SMALL Quantity Generator (Add-on County Fee)	+\$115.00
LARGE Quantity Generator (Add-on County Fee)	+\$147.00
ABOVEGROUND STORAGE TANK (AST)	
County Fee per facility (Add-on)	+\$99.00
APSA State Surcharge Fee	Determined by the State
UNDERGROUND STORAGE TANK (UST)	
County Fee per facility (Add-on)	+\$214.00
UST State surcharge (per tank)	Determined by the State
UST Closure/Removal Permit - hourly fee	\$91.00/hr
UST Installation Permit - hourly fee	\$91.00/hr
CALIFORNIA ACCIDENTAL RELEASE PREVENTION (CalARP)	
County Fee per facility (Add-on)	+\$397.00
CalARP State Surcharge Fee	Determined by the State
<i>*Permittees who fail to renew their permits on or before August 31st or other established renewal date shall pay an amount equal to 10 percent of the regular fee as a penalty, in addition to the specified permit fees. Penalty fees shall be accrued monthly.</i>	
CUPA Projects Plan Review - hourly fee	\$91.00/hr
FEE for NON-COMPLIANCE Activities (such as red-tag, follow-up inspections, or administrative activities) – hourly fee	\$91.00/hr

**SCHEDULE OF SIERRA COUNTY
FEES AND CHARGES
HEALTH & SOCIAL SERVICES/BEHAVIORAL HEALTH
SCHEDULE F**

SERVICE	SERVICE CHARGE & FEE
ANIMAL LICENSING FEES	
<i>All Dogs over 4 months shall be licensed within Sierra County</i>	
<u>Dog License</u>	
One year license – Male/Female	\$30.00
One year license – Neutered/Spayed	\$15.00
Two/Three years license – Male/Female (to coincide with rabies certificate)	\$40.00
Two/Three years license – Neutered/Spayed (to coincide with rabies certificate)	\$20.00
<i>Dog licenses are FREE for Senior Citizens 65 year of age & older.</i>	
Penalty for failure to renew (in addition to license fee)	+\$20.00
Replacement for lost tags	\$9.00
Dog license Transfer Fee (from another county)	\$7.00
Penalty for failure to procure license within 30 days (in addition to transfer or new license fee)	+\$20.00
<u>Vicious or Dangerous Animal License</u>	
Application (including first annual permit)	\$172.00
Annual Permit	\$50.00
Penalty for failure to renew (in addition to license fee)	+\$50.00
<u>Kennel License</u>	
5-10 dogs	\$212.00
11-15 dogs	\$251.00
16 or more dogs	\$291.00
Penalty for failure to renew (in addition to kennel license fee)	+\$35.00
Additional Tags	\$1.00
OTHER	
Field enforcement – hourly fee	\$91.00/hour
Impound fees	<i>Total costs including (but not limited to) all applicable expenses such as time, mileage, boarding.</i>

**SCHEDULE OF SIERRA COUNTY
FEES AND CHARGES
HEALTH & SOCIAL SERVICES/BEHAVIORAL
HEALTH SCHEDULE F**

SERVICE	SERVICE CHARGE & FEE
PUBLIC HEALTH IMMUNIZATIONS	
Immunizations per person	\$5.00
Medi-Cal Individual	\$2.00
Immunizations family	\$10.00
Medi-Cal Family	\$5.00
TB Testing	\$10.00
MEDICAL MARIJUANA IDENTIFICATION CARD (MMIC) (In accordance with Cal. Health & Safety Code §11362.755) Fee	\$100.00
Fee for Medi-Cal Patient	\$50.00
<u>Miscellaneous Charges</u>	
Bad Check Fee	\$25.00
No Show Fee	\$15.00

**SCHEDULE OF SIERRA COUNTY
FEES AND CHARGES
HEALTH & SOCIAL SERVICES/BEHAVIORAL HEALTH
SCHEDULE F**

SERVICE	SERVICE CHARGE & FEE
----------------	---------------------------------

MENTAL HEALTH PROGRAM

Rates are subject to sliding scale (UMDAP), reduced rates as established and mandated by the State of California

COUNSELING FEES

Treatment Code 1501 – Case Management	\$101.40 per hour/\$1.69 per minute
Treatment Code 1507 - Intensive Care Coordination	\$101.40 per hour/\$1.69 per minute
Treatment Code 1510 – Collateral	\$220.00 per hour/\$3.67 per minute
Treatment Code 1520 - Plan Development	\$220.00 per hour/\$3.67 per minute
Treatment Code 1530 – Assessment	\$220.00 per hour/\$3.67 per minute
Treatment Code 1540 - Individual Therapy	\$220.00 per hour/\$3.67 per minute
Treatment Code 1557 – Intensive Home-Based Services	\$101.40 per hour/\$1.69 per minute
Treatment Code 1558 – Therapeutic Behavioral Services	\$101.40 per hour/\$1.69 per minute
Treatment Code 1560 – Medication	\$348.00 per hour/\$5.80 per minute
Treatment Code 1570 - Crisis Intervention	\$220.00 per hour/\$3.67 per minute

**SCHEDULE OF SIERRA COUNTY
FEES AND CHARGES
HEALTH & SOCIAL SERVICES/BEHAVIORAL HEALTH
SCHEDULE F**

SERVICE	SERVICE CHARGE & FEE
HUMAN SERVICES DRUG/ALCOHOL PROGRAM	
Outpatient Services Rates are subject to sliding scale (UMDAP), reduced rates as established and mandated by the State of California Non-Perinatal DMC Assessment (1-1 ½ hours) \$249.90 Individual Counseling Session (1 hour) \$166.60 Group Counseling Session (1 to 1 ½ hours) \$67.80 Perinatal DMC Assessment (1-1½ hours) \$357.00 Individual Counseling Session (1 hour) \$238.46 Group Counseling Session (1-1½ hours) \$108.50 PC 1000 \$250.00 <u>Proposition 36 Drug Court</u> Level I (3 mo or 13 wks) \$130.00 Level I-II (6 mo or 26 wks) \$260.00 Level II-III (9 mo or 39 wks) \$390.00 Level I-IV (12 mo or 52 wks) \$520.00 A fee will be charged for participation in the Prop 36 Court Program as determined by the level of participant's individualized treatment plan. The participant will contact the Treasurer's Office to set up an appointment for financial evaluation to establish a payment schedule. The participant may not petition the Court to request reduction or dismissal of criminal charges until this fee has been paid in full. Failure to complete the Prop 36 Court Program will not relieve the client of their obligation to pay the Prop 36 Court fee.	

**SCHEDULE OF SIERRA
COUNTY FEES AND CHARGES
HEALTH & SOCIAL SERVICES/BEHAVIORAL
HEALTH SCHEDULE F**

SERVICE	SERVICE CHARGE & FEE
<u>Misc. Charges</u> Bad Check Fee No Show Fee	 \$25.00 \$15.00

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**RESOLUTION ADOPTING AMENDMENT
TO RESOLUTION 2018-024
SIERRA COUNTY FEE SCHEDULE**

RESOLUTION 2026-

BE IT RESOLVED that the Sierra County Board of Supervisors hereby approves the amendment to Sierra County Resolution 2018-024, Schedule D, Fees and Charges for Clerk-Recorder and Schedule I, Fees and Charges for the Probation Department, attached hereto.

ADOPTED by the Board of Supervisors of the County of Sierra on the 3rd day of February 2026 by the following vote:

AYES: Supervisors

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

PAUL ROEN, CHAIR
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK TO THE BOARD

ANDREW PLETT
COUNTY COUNSEL

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: Clerk-Recorder/Elections PHONE NUMBER: 530-289-3295 REQUESTED BY: Heather Foster, Registrar of Voters	TYPE OF AGENDA ITEM: ☐ REGULAR ☒ CONSENT ☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☒ RESOLUTION ☐ MEMO ☐ AGREEMENT OTHER _____
AGENDA ITEM: Resolution approving the consolidation of the Sierra City Fire District Special Election with the County's Statewide Direct Primary Election to be held on June 2, 2026.	
BACKGROUND INFORMATION: See attached memo.	
FUNDING SOURCE: GENERAL FUND IMPACT: NO ADDITIONAL	OTHER FUND: AMOUNT: \$ N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES ☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☐ YES ☒ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES ☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ ADOPTED ☐ DENIED ☐ NO ACTION TAKEN ☐ APPROVED AS AMENDED ☐ ADOPTED AS AMENDED ☐ OTHER	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: AYES: ABSTAIN: NOES: ABSENT:	☐ BY CONSENSUS RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____
COMMENTS: 	

02/03/2026	
CLERK OF THE BOARD	DATE

MEMO:

Subject: Resolution approving the consolidation of the Sierra City Fire District Special Election with the County's Statewide Direct Primary Election to be held on June 2, 2026.

Department: Heather Foster, Elections

Background: Pursuant to Election Code Section 10403, whenever an election called by a district, city, or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city, or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF CONSOLIDATING THE SIERRA CITY SPECIAL DISTRICT
ELECTION WITH THE JUNE 2, 2026, STATEWIDE DIRECT PRIMARY ELECTION**

RESOLUTION 2026-

WHEREAS, the Statewide Direct Primary Election is scheduled to be held on June 2, 2026; and

WHEREAS, the Sierra City Fire District has formally requested consolidation of its special district election with the Statewide Direct Primary Election.

NOW, THEREFORE, BE IT RESOLVED that the Sierra County Board of Supervisors, County of Sierra, State of California does hereby order that the Sierra City Fire District special election be consolidated with the June 2, 2026, Statewide Direct Primary Election, and orders the County Clerk of this County to comply with the applicable provisions of law relating to this consolidation.

BE IT FURTHER RESOLVED that the County Clerk is directed to charge said district with any and all expenses associated with the conduct of such election incurred solely by reason of this order of consolidation.

ADOPTED by the Board of Supervisors of the County of Sierra on the 3rd day of February 2026, by the following vote:

AYES: Supervisors
NOES: None
ABSTAIN: None
ABSENT: None

COUNTY OF SIERRA

PAUL ROEN, CHAIR
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK TO THE BOARD

ANDREW PLETT
COUNTY COUNSEL

SIERRA CITY FIRE DISTRICT

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SIERRA CITY FIRE DISTRICT CALLING FOR AN ELECTION TO FILL AN UNSCHEDULED VACANCY AND REQUESTING CONSOLIDATION WITH THE JUNE 2, 2026 STATEWIDE PRIMARY ELECTION

RESOLUTION NO. 2026- 001

WHEREAS, a vacancy exists on the Board of Commissioners of the Sierra City Fire District; and

WHEREAS, pursuant to Government Code §1780, the Board did not appoint a person to fill said vacancy within the statutory 60-day period, and therefore must call an election to fill the vacancy; and

WHEREAS, pursuant to Elections Code §§10400–10403, the Board of Commissioners of a special district may request consolidation of a district election with the statewide primary election, and

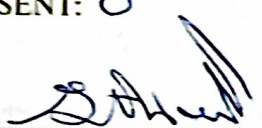
WHEREAS, pursuant to Elections Code Section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Sierra City Fire District hereby:

1. Calls for an election to be held on Tuesday, June 2, 2026, to fill the vacancy on the Sierra City Fire District Board of Commissioners for the remainder of the unexpired term, which expires on December 4, 2026.
2. Requests that the Sierra County Board of Supervisors consolidate this election with the Statewide Primary Election on June 2, 2026, and further requests that the Sierra County Clerk-Recorder/Registrar of Voters conduct the election on behalf of the District.
3. Directs the Secretary of the District to transmit a certified copy of this Resolution to the Sierra County Clerk-Recorder/Registrar of Voters and to the Sierra County Board of Supervisors forthwith.
4. Authorizes and agrees that the Sierra County Elections Department shall provide all services necessary for conducting the election and that the District will reimburse the County for such services in accordance with Elections Code §10002.

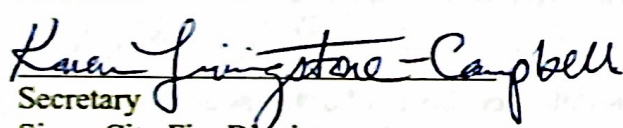
PASSED AND ADOPTED by the Board of Commissioners of the Sierra City Fire District at a regular meeting held on the 10th day of January, 2026, by the following vote:

AYES: 4 Commissioners Glen Haubl, Bob Latta, Rich Smail, Karen
NOES: 0
ABSTAIN: 0
ABSENT: 0
Livingstone-Campbell



Chair, Board of Commissioners
Sierra City Fire District

ATTEST:



Secretary
Sierra City Fire District

**SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

MEETING DATE: 02/03/2026 DEPARTMENT: Clerk-Recorder/ROV/COB PHONE NUMBER: 530-2893295 REQUESTED BY: Heather Foster, Clerk-Recorder	TYPE OF AGENDA ITEM: ☐ REGULAR ☒ CONSENT ☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION ☐ MEMO ☒ AGREEMENT OTHER _____
AGENDA ITEM: Grant agreement between the California Electronic Recording Transaction Network Authority (CERTNA) and the County of Sierra for reimbursement of direct costs associated with implementing an Electronic Recording Delivery System (ERDS), in an amount not to exceed \$10,000 for a one-year term; and adoption of a resolution authorizing the Auditor to make certain changes to the 2025/2026 Final Budget to account for the grant funds.	
BACKGROUND INFORMATION: On December 16, 2025, the Board authorized the County Clerk-Recorder to implement electronic recording (eRecording) and to submit a related grant application. The grant application was subsequently approved by the CERTNA Board of Directors on January 14, 2026. The proposed grant agreement will allow the Clerk-Recorder to move forward with implementation.	
FUNDING SOURCE: CERTNA Grant GENERAL FUND IMPACT: NO	OTHER FUND: AMOUNT: \$ 10,000 N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES ☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☐ YES ☒ NO IS A BUDGET TRANSFER REQUIRED? ☒ YES ☐ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: ☐ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

_____ CLERK OF THE BOARD	02/03/2026 DATE
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STANDARD AGREEMENT
(Rev. 11/23)

1. This Agreement is entered into on this 3rd day of February, 2026, by and between the California Electronic Recording Transaction Network Authority ("CERTNA") and the Grantee named below:

GRANTEE'S NAME: County of Sierra

2. The term of this Agreement is one (1) year commencing upon the date of the CERTNA Board of Directors approval of this Agreement and terminating on the date that is one year thereafter.
3. The maximum amount granted under this Agreement is TEN THOUSAND and 00/100 DOLLARS (\$10,000.00).
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement.

Exhibit A – Authority, Purpose and Scope of Work
Exhibit B – Budget Detail and Payment Provisions
Exhibit C – CERTNA General Terms and Conditions

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

GRANTEE

CERTNA

County of Sierra

Paul Roen
Chairman, Board of Supervisors

Richard Sherman
Executive Director
701 Ocean Street, RM 230
Santa Cruz, CA 95060

Approved as to Form:

Approved as to Form:

Andrew Plett
Sierra County Counsel

Nubia Goldstein
CERTNA General Counsel

Attest:

By:

Heather Foster
Clerk of the Board

Nubia Goldstein
CERTNA General Counsel

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

Electronic Recording Delivery System (ERDS) Program Grant

1. Authority

Pursuant to the Electronic Recording Delivery Act of 2004, set forth at California Government Code section 27390 et seq., and the regulations promulgated thereunder, set forth at California Code of Regulations ("CCR"), Title 11, Division 1, Chapter 18, Articles 1 through 9 (referred to herein, collectively, as the "Act"), the California Electronic Recording Transaction Authority (herein referred to as "CERTNA") has established a grant program to assist California counties that record 20,000 or fewer documents annually with the direct costs of implementing or operating an electronic recording delivery system (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program, as set forth in the Act.

2. Purpose

In accordance with the authority cited above, the Grantee has applied to CERTNA for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). CERTNA has agreed to make the Grant, as a financial incentive based on Grantee's execution of an Electronic Recording Delivery System ("ERDS") Memorandum of Understanding, participation in the Department of Justice ERDS Program and this Agreement. Based on the representations of Grantee set forth in its Application, incorporated herein by this reference, CERTNA shall provide a Grant in the amount shown below for the purpose of paying for the direct costs of implementing or operating an ERDS, including, but not limited to, G2G functionality, purchase of workstation(s), recording system interface to CERTNA, initial system audit, and DOJ ERDS program participation costs.

3. Scope of Work

Grant funds shall be used to pay the direct costs of implementing an ERDS as follows:

a. ERDS/G2G Workstation(s):	\$2,000
b. Vendor Interface:	\$6,395
c. Initial System Audit:	\$3,700
d. DOJ ERDS Program Participation Costs:	\$121.67
e. Other:	

4. Grant Amount

The total amount of this Grant is \$10,000.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

ERDS Program Grant

1. Allowable Uses of Grant Funds

Grant funds shall only be used for the direct costs of implementing or operating an electronic recording delivery system, including, but not limited to, G2G functionality, purchase of workstation(s), recording system interface to CERTNA, initial system audit, and DOJ ERDS program participation costs.

Grant funds shall not be expended for the administrative costs of persons directly employed by the Grantee or for other associated "soft" costs that are not directly related to the implementation or operation of an electronic recording delivery system.

2. Performance

Grantee shall take such actions, pay such expenses and do all things necessary to complete the Scope of Work specified in Exhibit A in accordance with the schedule for completion set forth therein and in accordance with the terms and conditions of this Agreement.

3. Fiscal Administration

Term: The effective date of this Agreement is the date upon which it is executed by CERTNA and the Agreement shall continue in effect for one year. CERTNA shall disburse the approved grant amount within 30 days of the execution of this Agreement. All funds provided under this Agreement to the Grantee must be expended or returned by the termination date of this Agreement. Documentation shall be provided by the Grantee to demonstrate appropriate use of funds no later than 30 days prior to the termination of this Agreement.

5. Repayment of Grant Funds

Grantee has voluntarily applied for and been awarded grant funds in accordance with this Agreement. CERTNA has agreed, on the terms set forth in this Agreement, to financially assist Grantee for the purposes set forth in Section 1 above. In exchange for the grant funds, Grantee agrees to utilize the funds in accordance with the ERDS Memorandum of Understanding, participation in the Department of Justice ERDS Program and this Agreement. In the event Grantee terminates its participation in CERTNA's Program, subject to the timeframes set forth below, Grantee agrees to repay the grant proceeds as follows:

1. Termination within 24 months from the date of grant disbursement: Grantee shall repay the full amount of the grant amount to CERTNA.
2. Termination between 24 and 48 months from the date of grant disbursement: Grantee shall repay fifty percent (50%) of the grant amount to CERTNA.
3. Termination between 48 months and 72 months from the date of grant disbursement: Grantee shall repay twenty-five (25%) of the grant amount to CERTNA.

4. Termination following 72 months from the date of grant disbursement: Grantee will have no obligation to CERTNA for any grant disbursement repayment.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties. Grantee nor CERTNA may commence performance until the Agreement is effective.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CERTNA in the form of a formal written amendment.
4. **AUDIT:** Grantee agrees that CERTNA, or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless CERTNA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** CERTNA may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.
8. **INDEPENDENT GRANTEE:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CERTNA.
9. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title

2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

10. **TIMELINESS:** Time is of the essence in this Agreement.
11. **COMPENSATION:** The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, unless otherwise expressly so provided.
12. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
13. **ANTITRUST CLAIMS:** The Grantee by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

15. NOTICES: Any notice or communication required hereunder between CERTNA and GRANTEE must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. Such notices or communications shall be given to the parties at their addresses set forth below:

If to CERTNA: c/o Santa Cruz County Recorder
701 Ocean Street, Rm 230
Santa Cruz, CA 95060
Attention: Richard Sherman, Executive Director

and White Brenner LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Nubia I. Goldstein, Esq.

If to GRANTEE: Heather Foster
Sierra County Clerk-Recorder
P.O. Drawer D
Downieville, CA 95936

16. ENTIRE AGREEMENT: This Agreement contains all the agreements and understandings made between the parties with respect to the terms set forth herein. No prior or contemporaneous oral or written understandings or representation other than as set forth in the Agreement shall be enforceable against either party.

17. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**AUTHORIZATION FOR THE AUDITOR TO
MAKE CERTAIN CHANGES TO THE
2025/2026 FINAL BUDGET
CLERK-RECORDER – CERTNA ELECTRONIC RECORDING GRANT**

RESOLUTION NO. 2026-

WHEREAS, the Board of Supervisors may authorize the Auditor to make budget changes pursuant to Government Code § 29125, and

WHEREAS, the County Clerk-Recorder has received grant funding from CERTNA to offset the cost of implementing an electronic recording delivery system.

NOW THEREFORE BE IT RESOLVED, that the Auditor is hereby authorized to make the following transfer of funds and budget changes to the 2025/2026 final budget:

Increase Grant Revenues:

0010000	Grant Revenue	\$ 10,000.00
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Increase Expenditures:

0015430	Service and Supplies	\$ 10,000.00
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ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 3rd day of February, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

PAUL ROEN, CHAIR
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

ANDREW PLETT
COUNTY COUNSEL

SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 02/03/2026 DEPARTMENT: Clerk-Recorder/ROV/COB PHONE NUMBER: 530-289-3295 REQUESTED BY: Heather Foster, Clerk-Recorder	TYPE OF AGENDA ITEM: ☐ REGULAR ☒ CONSENT ☐ TIMED SUPPORTIVE DOCUMENT ATTACHED: ☐ RESOLUTION ☐ MEMO ☒ AGREEMENT OTHER _____
AGENDA ITEM: Rescission of Agreement 2026-008 and approval of amendment to Agreement 2022-019 between the County of Sierra and Tyler Technologies, Inc. for the implementation of electronic recording services, including a one-time cost of \$6,395 and ongoing annual costs of \$3,995.	
BACKGROUND INFORMATION: On January 20, 2026, the Board approved an addendum to Agreement 2022-019 for the implementation of electronic recording services. Tyler has since requested the amendment be executed using its standard amendment form. Accordingly, the previously approved addendum is being rescinded, and a new amendment is being presented for approval for the same services and costs.	
FUNDING SOURCE: Recorder's Mod Trust/CERTNA Grant GENERAL FUND IMPACT: POTENTIAL	OTHER FUND: One-time cost of \$6395/annual cost \$3995 AMOUNT: \$ 6,395 N/A
ARE ADDITIONAL PERSONNEL REQUIRED? ☐ YES ☒ NO TYPE OF EMPLOYEE NONE	IS THIS ITEM ALLOCATED IN THE BUDGET? ☒ YES ☐ NO IS A BUDGET TRANSFER REQUIRED? ☐ YES ☒ NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: ☐ APPROVED ☐ APPROVED AS AMENDED ☐ ADOPTED ☐ ADOPTED AS AMENDED ☐ DENIED ☐ OTHER ☐ NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: ☐ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS: 	

_____ CLERK OF THE BOARD	02/03/2026 _____ DATE
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AMENDMENT TO AGREEMENT NO. 2022-019

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and County of Sierra, California ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 1, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the Amendment Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$3,995.00, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - b. Services identified at Exhibit 1 shall be invoiced as provided and/or incurred.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Katie M. Gray

Name: Katie M. Gray

Title: Senior Corporate Attorney

Date: January 23, 2026

County of Sierra

By: _____

Name: Paul Roen

Title: Chair, Board of Supervisors

Date: _____

ATTEST:

Heather Foster, Clerk of the Board

APPROVED AS TO FORM:

Andrew Plett, County Counsel



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the additional software, products, and services to be delivered by us to you under the terms of the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

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Quoted By: Christine Jandreau
 Quote Expiration: 3/23/26
 Quote Name: Sierra County, CA.
 eRecording for ERM

Sales Quotation For:

Sierra County
 Heather Foster
 P.O. Drawer D
 100 Courthouse Sq. Rm. 11
 Downieville, CA 95936
 Phone: (530) 289-3295

Description	# of Years	Annual Fee
Records Management		
Software		
eRecording		
TOTAL	1	\$ 3,995

Professional Services

Description	Extended Price	Maintenance
Records Management		
Project Management		
eRecording		
<i>Total Hours</i>	<i>16</i>	
TOTAL	\$ 2,400	\$ 0

	Year 1
Total Recurring Annual Fees	\$ 3,995.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 3,995
Total Tyler Services	\$ 2,400	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 2,400	\$ 3,995
Contract Total	\$ 6,395	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

Professional Services – eRecording

Tyler Technologies will provide remote services to Sierra County, CA. as follows:

Project Management

Scope of Work:

- Implementation
- Configuration
- Training

Sierra County is responsible for acquiring certification with CERTNa or SECURE