

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**RESOLUTION IN THE MATTER OF APPROVING
CONTRACT FOR SERVICES
TO PREPARE ANNUAL ROAD REPORT**

RESOLUTION 2016-_____

WHEREAS, Section 2151 of the California streets and Highways Code requires counties to file and annual road report; and,

WHEREAS, Section 2151 of the California streets and Highways Code requires this Report to be filed with the State Controller on or before October 1 of each year; and,

WHEREAS, the State Controller is able to furnish and the county wishes to receive the services of the Controller to prepare its report; and,

WHEREAS, the State Controller has prepared a Contract for Services to Prepare the Annual Road Report in the amount of \$3,200 and submitted it to Sierra County for approval; and,

WHEREAS, Sierra County currently has an expenditure limit of \$7,500.00 without further approval by the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Sierra hereby approves the Contract for Services to Prepare the Annual Road Report and authorizes the Chairman of the Board to execute the agreement.

BE IT FURTHER RESOLVED that under Provision XII if additional compensation is required, any amount of additional compensation exceeding the County expenditure limit of \$7,500 will require authorization by the Board of Supervisors.

ADOPTED by the Board of Supervisors of the County of Sierra on the 17th day of May, 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

JAMES A. CURTIS
COUNTY COUNSEL



BETTY T. YEE
California State Controller

RECEIVED

BY _____

APR 27 2016

SIERRA COUNTY
DEPT. OF PUBLIC WORKS

April 20, 2016

Mr. Tim Beals
Director of Planning and Transportation
Sierra County
P.O. Box 98
Downieville, CA 95936

Dear Mr. Beals:

The State Controller's Office, Division of Audits, is available to assist in preparing your fiscal year 2015-16 Annual Road Report on a cost-recovery basis. The estimated cost for our assistance should not exceed \$3200. This preparation fee may be charged to your Road Fund.

If you would like our office to provide this service, please complete and return:

- The Contract for Services to Prepare the Annual Road Report (three copies); and
- The Contract Information Sheet for scheduling assistance.

Please return the above documents by June 15, 2016, to the attention of Lisa Tam at the State Controller's Office, Division of Audits, Post Office Box 942850, Sacramento, California 94250-5874.

Due to limited staff, scheduling priority will be given to those who respond promptly. If you have any questions, please contact Lisa Tam at (916) 323-5932.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey V. Brownfield".

JEFFREY V. BROWNFIELD
Chief, Division of Audits

JVB/vb

Enclosures



BETTY T. YEE
California State Controller

**CONTRACT FOR SERVICES TO PREPARE
THE ANNUAL ROAD REPORT**

This contract is executed in triplicate, between the Office of the State Controller, Division of Audits, and Sierra County.

Whereas Section 2151 of the California *Streets and Highways Code* requires counties to file an Annual Road Report,

Whereas Section 2151 of the California *Streets and Highways Code* requires this Report to be filed with the Controller on or before October 1 of each year; and

Whereas the Controller is able to furnish and the county wishes to receive the services of the Controller to prepare its report; now therefore, in consideration of the following promises and conditions, the parties hereby agree that:

- I. For the fiscal year ended June 30, 2016, the Controller shall assist in the preparation of the county's report.
- II. The report shall be in the form prescribed by the Controller.
- III. It shall include a statement of all revenues and expenditures concerning county roads, and shall be prepared from the county's records made available to the Controller.
- IV. The report will be prepared from the county's unaudited records, and no determination shall be made at time of preparation regarding the accuracy of the records or the legality of the expenditures reported herein. The county understands that the report is subject to subsequent review by the Controller and exceptions may be taken at the time regarding the legality of expenditures contained in the report or the accuracy of the records from which the report was prepared.
- V. The Controller will furnish sufficient personnel to complete the report on or before October 1, 2016, except that the Controller is excused from such date if the county's accounting records and personnel are not ready for the preparation of the report at the time scheduled by the Controller and the county or if circumstances beyond the control of the parties prevent completion.
- VI. The county will designate a management-level individual to be responsible and accountable for overseeing the non-audit service.
- VII. The county will establish and monitor the performance of the non-audit service to ensure that it meets management's objectives.
- VIII. The county will make any decision that involves management functions related to the non-audit service and accepts full responsibility for such decisions.

- IX. The county will evaluate the adequacy of the services performed and any findings that result.
- X. This contract is subject to the Controller's charges for services rendered, and such charges shall be computed in accordance with Sections 8755 and 8755.1 of the State Administrative Manual. Charges shall include both direct and indirect costs, and shall be expressed in dollars per unit time whenever possible.
- XI. Except as provided in paragraph XII, the aggregate cost of services provided under this agreement shall not exceed \$3200.
- XII. If unforeseen circumstances develop during the course of the Controller's preparation of the report and additional time is needed to complete preparation, the parties will confer; and if it is agreed that the preparation of the report is to continue, the Controller is to be compensated for any additional time required. In any case, the Controller shall be compensated for services rendered prior to the development of such unforeseen circumstances.
- XIII. Upon completion of the report, the Controller will furnish one copy to the county and will retain one copy.
- XIV. The county will pay the Controller for services rendered in a timely manner (including additional time pursuant to Paragraph XII) and hereby warrants that funds are available from which payment may be made.
- XV. Either party may terminate this contract by giving seven days written notice. Notice may be served in person or by mail on the officer at the following address and is effective upon receipt. During the seven-day period, the Controller may continue with the preparation of the report then in progress.

Christopher Lek, Interim Bureau Chief
 Local Government Audits Bureau
 Division of Audits
 Post Office Box 942850
 Sacramento, CA 94250-5874

Sierra County

BETTY T. YEE
 STATE CONTROLLER

By: _____
 Signature

By: _____

Printed Name: Lee Adams

JEFFREY V. BROWNFIELD
 Chief, Division of Audits

Title: _____
 Chairman

Date: _____

Address: P.O. Drawer D
 Downieville, CA 95936

Date: _____