



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

**Lee Adams, Vice-Chair, District 1**

P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - [supervisor1@sierracounty.ca.gov](mailto:supervisor1@sierracounty.ca.gov)

**Peter W. Huebner, District 2**

P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - [phuebner@sierracounty.ca.gov](mailto:phuebner@sierracounty.ca.gov)

**Paul Roen, District 3**

P.O. Box 43 - Calpine, CA 96124 - 530-565-6048 - [supervisor3@sierracounty.ca.gov](mailto:supervisor3@sierracounty.ca.gov)

**Jim Beard, Chair, District 4**

P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 - [jbeard@sierracounty.ca.gov](mailto:jbeard@sierracounty.ca.gov)

**Sharon Dryden, District 5**

P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - [sdryden@sierracounty.ca.gov](mailto:sdryden@sierracounty.ca.gov)

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on March 3, 2020 in the Board of Supervisors' Chambers, Courthouse, Downieville, CA. This meeting will be recorded for posting on the Board of Supervisors' website at [www.sierracounty.ca.gov](http://www.sierracounty.ca.gov).

**NOTICE**

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

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

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

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

## REGULAR AGENDA

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

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

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

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

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

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

### 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 - JEFF BOSWORTH**

- 6.A. Continued discussion/action regarding the recruitment process for a new chief probation officer.

Documents:

[CPO recruitment 2020.pdf](#)

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

- 7.A. Resolution authorizing the Assessor to recreate the Geographic Information Systems (GIS) Trust Fund to fund the continued development of the system.

Documents:

[Recreate GIS Trust Fund.pdf](#)

- 7.B. Resolution adopting amended Schedule A and amended Schedule G to Resolution 2018-024 Sierra County Fee Schedule.

Documents:

[Amend County Fee Schedule.pdf](#)

**8. BEHAVIORAL HEALTH - LEA SALAS**

- 8.A. Approval of a three year grant authorizing Lea Salas, Administrative Director of Behavioral Health, to enter into an agreement with California Homeless Coordinating and Financing Council for the Homeless Housing, Assistance and Prevention Program (HHAP).

Documents:

[HHAP Board.pdf](#)

**9. HEALTH & SOCIAL SERVICES - VICKIE CLARK**

- 9.A. Amendment to Agreement 2005-153, 2008-125, 2011-062, and 2018-045 between the County of Plumas and the County of Sierra for Unified Program Services.

Documents:

[CUPA Board.pdf](#)

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

- 10.A. Professional Services Agreement between the County of Sierra and Smith & Newell CPAs for audit services for the years ending June 30, 2020, 2021, and 2022.

Documents:

[Audit contracts 2020.pdf](#)

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

- 11.A. Amendment to Sierra County Agreement 2009-044 with Sauers Engineering Services adding additional compensation for continued construction management services for the Sierra Brooks Water System Project.

Documents:

[Sauers Amend.Item.pdf](#)

**12. CLOSED SESSION**

- 12.A. Closed session pursuant to Government Code Section 54957 - performance review regarding Personnel Director.

Documents:

[Closed Session.pdf](#)

### 13. 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.

- 13.A. Resolution approving the County of Sierra becoming a Veteran's Service Office and appoint the position of a Veteran's Services Officer. (BEHAVIORAL HEALTH)

Documents:

[VSO Board.pdf](#)

- 13.B. Resolution authorizing termination of Sierra County Lease Agreement 87-045 relative to a public parking area and public bus stop in Loyalton. (PUBLIC WORKS)

Documents:

[Lease Termination.Item.pdf](#)

- 13.C. Interdepartmental transfer to Sierra County Information Systems of a 2007 Honda CRV. (PUBLIC WORKS)

Documents:

[InterDepartmental Transfer.ROP.pdf](#)

- 13.D. Resolution approving Boating Safety and Waterways Financial Aid Program Agreement for Fiscal Year 2020-2021 between Sierra County and California State Parks Boating and Waterways. (SHERIFF)

Documents:

[2020 2021 Sheriffs Boating Agm.pdf](#)

- 13.E. Resolution approving Everbridge Services Agreement for "reverse 911" services under the Fiscal Year 2019 Homeland Security Grant. (SHERIFF)

Documents:

[Everbridge Agreement 2020.pdf](#)

- 13.F. Minutes from the regular meeting held on January 21, 2020. (CLERK-RECORDER)

Documents:

[01212020 minutes.pdf](#)

### 14. CORRESPONDENCE LOG

- 14.A. Notice of preparation to harvest timber submitted by Kenton Ventures, LLC. Project location is approximately 0.5 miles west of the town of Alleghany, CA.

Documents:

[Notice of Intent to Harvest Timber.pdf](#)

**ADJOURN**

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

<b>MEETING DATE:</b> March 3, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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**DEPARTMENT:** Probation  
**APPROVING PARTY:** Jeffrey D. Bosworth  
**PHONE NUMBER:** 530-289-3277

**AGENDA ITEM:** Continued discussion/action regarding the recruitment process for a new chief probation officer.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other  
See attached memorandum

**BACKGROUND INFORMATION:**

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

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

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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_____ CLERK TO THE BOARD	_____ DATE
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**Jeffrey D. Bosworth**  
Chief Probation Officer

## Probation Department Sierra County

P.O. Box 67  
Downieville, California 95936  
(530) 289-3277  
FAX (530) 289-2821



**Hon. Charles H. Ervin**  
**Hon. Yvette Durant**  
Superior Court Judges

To: Board of Supervisors  
From: Jeffrey D Bosworth  
Date: March 3, 2020  
Subject: Using CCP funds in CPO recruitment

On February 4, 2020, the board of supervisors asked me to convene a meeting of the Community Corrections Partnership (CCP) to examine the question as to whether or not CCP funds could or should be used to fund CPS HR Consulting to supervise the recruitment of the next chief probation officer (CPO). The requested amount was up to \$17,000.

The CCP duly met on February 20, 2020 to discuss the matter. Five members out of the six executive board members were present. They were: Chief Probation Officer Jeff Bosworth, DA Sandra Groven, Public Defender J Lon Cooper, Sheriff Mike Fisher and the court representative Ann Mendez.

The CCP acknowledges that it has no authority to direct how the recruitment is conducted. However, the CCP does acknowledge that it does have a say, together with the county board of supervisors, on whether or not CCP funds could be used in this manner.

After a thorough discussion, the CCP came to the conclusion to not authorize the expenditure at the present time. The preference is to utilize more cost expedient methods first, and if those results are not acceptable, CCP would reconsider. In other words, hiring an expensive consulting firm should not be "Plan A." It should only be utilized after other methods have failed to locate a suitable candidate.

The CCP strongly believes that the chief probation officer in a small county like this one, must be extremely knowledgeable and experienced in probation law and practices. It should not be a political appointee, as sometimes works in much larger counties. Consequently, the most fertile recruiting ground is among probation officers throughout the state. In addition to the normal county advertising methods, CCP encourages using the following:

- Chief Probation Officers of California (CPOC) webpage.  
CPOC maintains an employment opportunities section on their web page. This is frequent location used by all departments for all levels of probation, including chiefs. This is free.

- California Probation, Parole & Correctional Association (CPPCA)  
The state's oldest professional organization of its type (100 years) and boasts about 900 members. They maintain a link on their webpage to CPOC employment opportunities. This is free.
- Email  
The Sierra County Chief Probation Officer has the ability to send out emails to every CPO in the state. This is commonly used for recruiting, as the current chief regularly gets recruitment flyers from other departments for all levels of probation. This is free.

The suggestion below is not free, but is a reasonable cost considering the exposure.

#### Peace Officers Research Association of California (PORAC)

PORAC has a membership of 60,000. They also maintain a web page with employment opportunities. Bruce Loria, who is in charge of their web page, told me they get about 20,000 hits a month on their job opportunities. Their basic price varies from \$120-\$350 a month. There is also a "deluxe" type package for \$795 a month where your flyer receives precedence.

In conclusion, the CCP recommends that these more economical, yet still effective, methods be used first. If these methods are not successful in locating a strong candidate, then the CCP would reconsider spending CCP funds to hire a consulting firm.



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

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

<b>MEETING DATE:</b> March 3, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Assessor <b>APPROVING PARTY:</b> Laura A. Marshall <b>PHONE NUMBER:</b> 530-289-3283
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**AGENDA ITEM:** Resolution Adopting Amended Schedule A and Amended Schedule G to Resolution 2018-024 Sierra County Fee Schedules

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

**BACKGROUND INFORMATION:** Moving Geographic Information Systems (GIS) to from the Information Systems Schedule G to Assessor Schedule A. Assessor Schedule A has been updated to remove services no longer rendered due to upgrade of property tax system.

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

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

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

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b></p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2018- _____ Agreement 2018- _____ Ordinance _____ <b>Vote:</b> Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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CLERK TO THE BOARD

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DATE

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

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

<b>MEETING DATE:</b> March 3, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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**DEPARTMENT:** Behavioral Health  
**APPROVING PARTY:** Lea Salas, Administrative Director  
**PHONE NUMBER:** (530) 993-6746

**AGENDA ITEM:** Approval of a three year grant authorizing Lea Salas, Administrative Director of Behavioral Health, to enter in to agreement with California Homeless Coordinating and Financing Council for the Homeless Housing, Assistance and Prevention Program (HHAP)

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

**BACKGROUND INFORMATION:** Please see attached memo

**FUNDING SOURCE:** 0515670  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$ 13,096.05 N/A

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

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

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b></p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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CLERK TO THE BOARD

\_\_\_\_\_  
DATE

# Memorandum

**To: Sierra County Board of Supervisors**

**From: Lea Salas, Administrative Director of Behavioral Health**

**Reference:** Agenda Item

**Date of memo:** February 21, 2020

**Date of Board Meeting:** March 3, 2020

**Requested Action:** Approval of a three year grant authorizing Lea Salas, Administrative Director of Behavioral Health, to enter in to agreement with California Homeless Coordinating and Financing Council for the Homeless Housing, Assistance and Prevention Program (HHAP).

**Mandated by:**

## Funding

**Budgeted?** YesX      No

	YesX	No
Revenue	\$13,096.05	
Expenses	\$13,096.05	
Difference	0	

**Background Information:** Sierra County will be collaborating with Plumas Crisis Intervention & Resource Center (PCIRC), a regional partner in both the NorCal Continuum of Care (CoC) Executive Board and the Plumas-Sierra Counties CoC Advisory Board, who serves as the point of Coordinated Entry (CE) for Plumas County. PCIRC will work in close collaboration with Sierra County to provide access to shelter services at Ohana House Emergency & Transitional Shelter for identified Sierra County residents, utilizing a regional model of services.

Sierra County is a partner within the seven-county NorCal CoC and has been an active partner in the leadership and development of the infrastructure of the Plumas-Sierra Counties CoC Advisory Board. A Sierra County department head (Administrative Director of Behavioral Health) serves on the Executive Board of the NorCal CoC, representing Sierra County. All community partners have been active in the development of the County's CoC 2019-20 Strategic Plan.

Plumas County is also partnering with Sierra County to prepare a regional Plan to Address Homelessness. Specifically, Plumas and Sierra counties Behavioral Health Departments commissioned the Plan for the purpose of laying out a focused and practical strategy for addressing the issue of homelessness in the two counties. The Plan will build upon the work of the Plumas-Sierra Counties CoC Advisory Board, which functions as the local housing and homelessness workgroup within the larger NorCal CoC. As contiguous counties, which have a long history of service collaboration and sharing of resources, the two-county approach to the Plan provides a joint response to homelessness, while at the same time describing the unique challenges and resources that each county brings to the issue.

Allocated HHAP funding for Sierra County represents dedicated dollars to PCIRC to continue to expand the County's capacity to serve a growing homeless population and provide needed services to youth as defined within the HHAP budget.

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:** Sierra County would not have this funding opportunity.



Application Number:

SIE-COU-XAAR1SK8GF

Application number will be sent as part of the confirmation email after submitting the electronic HHAP application.

Homeless Housing, Assistance and Prevention Program (HHAP)  
Authorized Signatories Form

Date:

02/14/2019

GRANTEE INFORMATION

Entity Name:

Sierra County

Authorized Representative:

Lea Salas

Form Instructions: Eligible applicants who may apply for HHAP program funds are the CoC, as identified by the United States Department of Housing and Urban Development (HUD), large cities (with a population of 300,000 or more), and counties. By signing and submitting this document, the authorized representative is certifying that the approved signatory(ies) below are authorized to sign the standard agreement and related documents on behalf of the specified Administrative Entity. Please attach this completed form with the rest of the required documents of the application. All required documents must be submitted in order for the application to be deemed complete.

In the space provided below, fill in the name, position/title and signature of all of the individuals who are authorized to sign all applicable HHAP documents in lieu of the authorized representative, including (but not limited to):

- 1) HHAP Standard Agreement
- 2) STD 204 form (for nongovernmental entities)
- 3) GovtTIN form (for governmental entities)
- 4) Redirection of Funds (if applicable)

Number	Name of Approved Signatory	Position / Title	Signature
1	Lea Salas	Administrative Director Behavioral Health	
2			
3			

**Note:** This form must be updated by the Administrative Entity whenever the authorized representative or approved signatory changes. The updated information must include the name, position/title and signature of the newly approved signatory. Please forward supporting documentation noticing any official changes to the list of approved signatories to HCFC@BCSH.ca.gov. Supporting documentation must include the name and position/title of the individual authorized to legally bind the governing body to HHAP-related contracts and commitments. The supporting document does not need to be HHAP specific.

CERTIFICATION

I certify that the signature(s) above are of the individuals authorized to sign for all applicable documents for the HHAP grant cited above.

**NOTE:** Authorized Representative cannot be a person named as an approved signatory above.

Name of Authorized Representative

Title

Signature of Authorized Representative

Date



**Vision for Success**

The NorCal Continuum of Care (CoC) envisions a homeless response system that uses resources effectively, quickly connecting our neighbors with services to regain and retain housing or to prevent homelessness from occurring. By reducing homelessness, we will improve the quality of life and well-being of everyone in our region.

**Values**

Our values, based on a unified and community-wide solution, will align efforts to address homelessness and mitigate the impacts it has on our communities. Together, we create an assertive, effective and strategic approach that will serve as the homeless response system.

- Healthy Communities - with a coordinated, regional response, support our most vulnerable populations in identifying housing opportunities and achieving greater dignity and self-sufficiency.
- Coordinated System of Care – a community-wide response to homelessness prioritizes the quality of life for all persons, understanding that each person has unique needs, strengths and experiences.
- Long-term Sustainability-investments in the right solutions will result in effective use of resources and significantly reduce the number of persons experiencing homelessness.

**CoC Foundational Priorities**

The path towards ending homelessness includes a focus on the NorCal CoC’s Foundational Priorities. The core strategies that must be achieved in order to support long-term success while setting the stage for substantial impact over time.

**Priority One:** Increase knowledge and understanding housing needs and options through the development a homeless plan.

**Goal 1-A:** Increase the Permanent Supportive Housing (PSH) and Affordable Housing units available across the CoC

- Evaluate the need and feasibility for new development or conversions to PSH
- Identify housing units available and negotiate for PSH placements among existing multi-family housing stock
- Engage landlords as partners, developers, and banks to increasing housing units available for subsidized programs

**Strategy:** In partnership with Plumas County we will utilize our Technical Assistance funds from No Place Like Home (NPLH) to locate and select a consultant for both counties. (Housing Tools was selected)

**Strategy:** Utilize the consultant, Housing Tools to create a housing plan which will then determine needs and feasibility for Permanent Supportive Housing.

**Outcome:** Present the Housing Plan to our County Board of Supervisors by February 2020.

**Goal 1-B:** Expand the capacity for housing providers across the CoC

- Expand the number of entities with staffing and capacity to administer housing programs
- Ensure housing stability through case management and supportive services

**Strategy:** Educate our community stakeholders and community members about housing programs/grants that are made available through the NorCal Continuum of Care with the case management and supportive services available with the county.

**Outcome:** Have the stakeholders aware about the possibility of building capacity to administer housing programs.

**Goal 1-C:** Implement the Coordinated Entry Process as a means of prioritizing PSH and other housing services for chronically homeless persons with the highest need.

**Strategy:** Utilize our PIT data in conjunction with our Homeless Plan as a means to assess housing needs for our chronically homeless individuals as it relates to those with the highest needs.

**Outcome:** We would be poised to implement a coordinated entry process.

	<p><b>Goal 1-D:</b> Expand the low barrier emergency shelter capacity in the NorCal CoC region to reduce the number of individuals experiencing homelessness that are unsheltered.</p>	<p><b>Strategy:</b> Although Sierra County has no emergency shelter, we will be utilizing the PIT count and the homeless plan to determine needs.</p> <p><b>Outcome:</b> Use the data to educate and/or promote the need for an emergency shelter.</p>
<p><b>Priority Two:</b> Develop Leadership and Coordination of Effort to reduce Homelessness</p>	<p><b>Goal 2-A:</b> Strengthen and Build the Capacity of Community Leadership around Homelessness</p> <ul style="list-style-type: none"> <li>Engage community partners, executive directors, board members, landlords, civic leaders, public officials, public agencies, the business community and other stakeholders in the need for community engagement and coordination of resources</li> <li>Advocate for local housing element compliance</li> </ul>	<p><b>Strategy:</b> Utilize our Behavioral Health Advisory Board and the Community Stake Holder process to inform, advocate and bring awareness around homelessness in hopes of building community leadership as it relates to low-barrier housing.</p> <p><b>Outcomes:</b> The formation of a Homeless Steering Committee to represent and advocate for housing needs in Sierra County.</p>
	<p><b>Goal 2-D</b> Explore staffing alternatives to promote NorCal CoC infrastructure stability.</p>	<p><b>Strategy:</b> Continue to utilize Sierra County Behavioral Health personnel to promote NorCal CoC.</p> <p><b>Outcome:</b> To draw from existing personnel to participate with NorCal CoC activities.</p>
<p><b>Priority Three:</b> Implement Data Tracking and Prioritization of Housing Services</p>	<p><b>Goal 3-A:</b> Implement a CoC-wide Homeless Management Information System (HMIS) system for data collection and system performance measurement</p> <ul style="list-style-type: none"> <li>Engage local stakeholders in each county and inform them of the benefits of data collection as a means to support the need for housing and funding</li> <li>Provide informational updates to the full CoC on data measures and data integrity</li> </ul>	<p><b>Strategy:</b> Set up and train our two users in HIMS, Family Resource Center and Wellness Center.</p> <p><b>Strategy:</b> Educate other stakeholders regarding the benefits of utilizing the HMIS to increase access for data collection for the purposes of housing and funding.</p> <p><b>Outcomes:</b> To actually provide informational updates on data measures and data integrity.</p>

	<p><b>Goal 3-B:</b> Implement a Coordinated Entry Process (CEP), administered at a local level, for prioritizing and accessing available housing and supportive services</p> <ul style="list-style-type: none"> <li>• Develop a system for documenting homelessness and disability within HMIS</li> <li>• Develop a local, centralized By Name list in each county of the CoC</li> <li>• Encourage use of the CEP by all housing providers</li> <li>• Identify CEP access points and train agency staff on use of HMIS and the prioritization tool</li> <li>• Regularly convene agencies providing CEP access points to discuss improvements needed to the CEP and to identify gaps</li> </ul>	<p><b>Strategy:</b> The two agencies will meet monthly or as needed to coordinate resources and referrals.</p> <p><b>Strategy:</b> Review a name list from the HMIS to prioritize housing and disability needs.</p> <p><b>Outcomes:</b> Provide viable data in support of a supportive housing element in Sierra County.</p>
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**Abbreviations:**

- Homeless Continuum of Care (CoC)
- Permanent Support Housing (PSH)
- No Place Like Home (NPLH)
- Emergency Solutions Grant (ESG)
- Homeless Management Information System (HMIS)
- Point in Time count (P.I.T.)
- Rapid Re-housing (RRH)
- Coordinated Entry Process (CEP)
- Housing and Urban Development (HUD)

# SIERRA COUNTY – HHAP APPLICATION NARRATIVE

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## 1. SUMMARY OF HOMELESSNESS IN THE NORCAL COC

The NorCal CoC, including Sierra County, HUD Longitudinal System Assessment (LSA) data<sup>1</sup> is provided in **RED**, as follows:

1. Total number of households served in:
  - a. **0** Emergency Shelter, Safe Haven and Transitional Housing,
  - b. **133** Rapid Rehousing, and
  - c. **14** Permanent Supportive Housing
2. **66** Total number of disabled households served across all interventions.
3. **51** Total number of households experiencing chronic homelessness served across all interventions.
4. **59** Total number of 55+ households served across all interventions.
5. **0** Total number of unaccompanied youth served across all interventions.
6. **30** Total number of veteran households served across all interventions.
7. Number of individuals served across all interventions who were:
  - a. **73** Female,
  - b. **84** Male, and
  - c. **1** Transgender, or Gender Non-Conforming.
8. Total number individuals served across all interventions who were:
  - a. **121** White, Non-Hispanic/Non-Latino (only),
  - b. **5** White, Hispanic/Latino (only),
  - c. **9** Black or African American (only),
  - d. **0** Asian (only),
  - e. **8** American Indian or Alaska Native (only),
  - f. **1** Native Hawaiian/Other Pacific Islander (only) or
  - g. **3** Multiple races.

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<sup>1</sup>June 2018 – June 2019

## **2. DEMONSTRATION OF REGIONAL COORDINATION**

### **A. Coordinated Entry System (CES) Information**

#### **1. How does Sierra County coordinate with the County's CoC CES?**

Sierra County will be collaborating with Plumas Crisis Intervention & Resource Center (PCIRC), a regional partner in both the NorCal Continuum of Care (CoC) Executive Board and the Plumas-Sierra Counties CoC Advisory Board, who serves as the point of Coordinated Entry (CE) for Plumas County. PCIRC will work in close collaboration with Sierra County to provide access to shelter services at Ohana House Emergency & Transitional Shelter for identified Sierra County residents, utilizing a regional model of services.

PCIRC helps vulnerable and high-risk populations and addresses county-wide behavioral health supportive service needs, including all homeless services, which are provided through PCIRC's main office located in Quincy.

PCIRC works in collaboration with multiple community partners who refer individuals and families (including those with youth) who are homeless to PCIRC. PCIRC has provided homeless and housing services in Plumas County for over 36 years.

The Plumas CES system is designed to quickly identify, assess, refer and connect individuals and families in crisis to housing and an array of supportive services. Most of these services are provided on-site at PCIRC such as food, clothing, hygiene supplies and other personal needs. The agency conducts community outreach to identify individuals and families living in places not meant for human habitation and engages them in services. PCIRC programming and homeless services aid in reducing the time it takes for participants to access services and the number of days they are homeless. Community partners collaborate to ensure avoidance of any duplication of services and resources.

PCIRC has operated the Plumas/Sierra 24/7 Crisis Line since 1983. This system provides another point of entry for homeless individuals. Through the work with the Plumas County Community Development Commission and the Lassen-Plumas-Sierra Community Action Agency, the first regional homeless plan was developed in 2008. PCIRC continually works with Sierra County to offer assistance in accessing needed funding to support homeless prevention and senior services in Sierra County through the Emergency Food & Shelter Program (formerly FEMA).

#### **2. What, if any, are Sierra County's current challenges related to CES, and how does the County plan to address these challenges?**

Sierra County has no emergency shelter, transitional, supportive, or permanent housing units and has not yet established their HMIS and CES systems. Due to the very small population of this frontier community and lack of infrastructure, this component has yet to occur. PCIRC will serve as their qualified partner in this project.

Sierra County and its community and regional partners are looking for ways in the future to increase the supply of affordable housing and homeless services, for example:

- Increase the Permanent Supportive Housing (PSH) and affordable

housing units available across the CoC – partner with Plumas County to utilize Sierra County’s Technical Assistance funds from No Place Like Home (NPLH) to develop a housing plan.

- Expand the capacity for housing providers across the CoC.
- Implement the Coordinated Entry Process as a means of prioritizing PSH and other housing services for chronically homeless persons with the highest needs.
- Expand the low-barrier emergency shelter capacity in the NorCal CoC region to reduce the number of individuals experiencing homelessness that are unsheltered.
- Strengthen and build the capacity of community leadership around homelessness and explore staffing alternatives to promote NorCal CoC infrastructure stability.
- Implement a CoC-wide Homeless Management Information System (HMIS) System for data collection and system performance measurement

### **3. How does Sierra County and PCI RC promote the utilization of your CES?**

As the long-term provider of homeless services in the County, PCI RC has been the recognized point of CES even before the process was formalized. Much of the outreach is done by word-of-mouth and agency-to-agency referrals. For example, community partners and government agencies provide referrals and clients also self-refer to receive services. Within this proposed project, Sierra County Human Services as its community partners will work closely with PCI RC to provide referrals to Ohana House as homeless individuals, youth and families are identified. Comprehensive services will be provided. Individuals will be processed through the CES and HMIS systems.

#### **B. Prioritization Criteria**

##### **1. What are the criteria used to prioritize assistance for people experiencing homelessness in Sierra County?**

##### **2. How is CES, pursuant to 24 CFR 578.8(a)(8) used for this process?**

Homeless services are open to all participants presenting for services as referred by Sierra County partners.

PCI RC has the capacity to provide support in some fashion to every client and there isn’t a need to use criteria or prioritize assistance and homelessness services to any given population.

Services are open to all populations without discrimination (i.e., CES, pursuant to 24 CFR 578.8(a)(8)).

PCI RC provides intensive case management to connect individuals to CalFresh, CalWorks, Social Services, behavioral health, SSI/SSA, Veterans benefits and other resources designed to build capacity and sustainability in households. The agency assists with housing searches and placement, workforce development activities and access to GED and higher education.

## C. Coordination of Regional Needs

1. How have you coordinated with your partnering CoC to identify your share of the regional need to address homelessness?
2. What is Sierra County's identified share of this need, and how will the requested funds help Plumas County meet it?

Sierra County is a partner within the seven-county NorCal CoC (see Letter of Support) and has been an active partner in the leadership and development of the infrastructure of the Plumas-Sierra Counties CoC Advisory Board. A Sierra County department head (Administrative Director of Behavioral Health) serves on the Executive Board of the NorCal CoC, representing Sierra County. All community partners have been active in the development of the County's CoC 2019-20 Strategic Plan.

Plumas County is also partnering with Sierra County to prepare a regional Plan to Address Homelessness. Specifically, Plumas and Sierra counties Behavioral Health Departments commissioned the Plan for the purpose of laying out a focused and practical strategy for addressing the issue of homelessness in the two counties. The Plan will build upon the work of the Plumas-Sierra Counties CoC Advisory Board, which functions as the local housing and homelessness workgroup within the larger NorCal CoC. As contiguous counties, which have a long history of service collaboration and sharing of resources, the two-county approach to the Plan provides a joint response to homelessness, while at the same time describing the unique challenges and resources that each county brings to the issue.

Allocated HHAP funding for Sierra County represents dedicated dollars to PCIRC (see Letter of Support) to continue to expand the County's capacity to serve a growing homeless population and provide needed services to youth as defined within the HHAP budget.

## D. Creating Sustainable, Long Term Housing Solutions

### 1. How is Sierra County involved in the efforts to create sustainable, long-term housing solutions for people experiencing homelessness across the County and region?

Sierra & Plumas Counties, PCIRC, and community partners are currently working together to identify funding and potential projects as defined in each County's CoC adopted Strategic Plan and the draft Plan to Address Homelessness to address gaps in services for the homeless, for example:

- Increase housing and homeless prevention funding and increase access to capital development funds for purchase and renovation of potential homeless program housing units.
- Work as a collaborative team to secure and utilize blended funding, to include expanding homeless and housing services staffing capacity.
- Seek rural funding sources to increase housing options.
- Advocate for application of Community Development Block Grant (CDBG) funding and No Place Like Home Program permanent supportive housing.
- Engage local stakeholders in Plumas & Sierra Counties and inform them of the benefits of data collection as a means to support the need for housing and funding.
- Inform local Plumas-Sierra Counties CoC Advisory Board about current fiscal and funding status.
- Include NorCal CoC participation and user license fees in any new grant or funding proposals.
- Add fiscal/funding updates to the standing Plumas-Sierra Counties CoC Advisory Board agenda; highlight housing inventory and staffing capacity.
- Coordinate with PCIRC and Sierra County to ensure systems are aligned and all available funding is being used efficiently and effectively.

There is a need to develop additional emergency shelter beds for the homeless, to reduce motel sheltering nights, as well as establishing access to additional transitional and permanent supportive housing units and low-income housing.

With efforts lead by PCIRC, Plumas and Sierra counties are working in collaboration to strengthen homeless services and access to beds and prevention services to create sustainable, long-term housing solutions for people experiencing homelessness across the region.

Additionally, the Plumas County 2019-2024 General Plan Housing Element, certified by the State Department of Housing and Community Development (HCD) in December 2019, outlines implementation programs that direct the County to:

- review and revise, as necessary, the County's Zoning Ordinance to define and consider transitional and supportive housing a residential use permitted by right in all zones that permit residential uses, subject to only those restrictions that apply to residential uses of the same type in the same zone.
- amend the Zoning Ordinance to allow Low Barrier Navigation Centers pursuant to Government Code Section 65660–65668 (AB 101, Weiner, 2019).
- review and revise, as necessary, the County's Zoning Ordinance to facilitate the development of Accessory Dwelling Units (ADUs) to increase the supply of affordable housing.
- proactively encourage and facilitate the development of affordable housing for lower income households through actions such as providing regulatory incentives, reducing or waiving development fees, and outreaching to nonprofits and affordable housing developers to assist in the application for state and federal funding sources.
- collaborate with PCCDC to explore the feasibility of preserving and rehabilitating existing older (structurally sound) motels in Plumas County suitable for single-room occupancy (SRO) units, typically between 200 and 350 square feet, and consider providing funding sources to assist. SRO units provide a valuable source of affordable housing for extremely low-income households and can serve as an entry point into the housing market for people who have previously experienced insecure housing conditions.
- amend the Zoning Ordinance to allow emergency shelters as a permitted use in the Multiple-Family Residential (M-R) zone without a conditional use permit or other discretionary review.
- cooperate with PCCDC to promote the Housing Choice Voucher Program by distributing program information.

These efforts will support regional goals on a path towards ending homelessness and support the NorCal CoC's vision for success which includes a homeless response system that uses resources effectively, quickly connecting our neighbors with services to regain and retain housing or to prevent homelessness from occurring. By reducing homelessness, we will improve the quality of life and well-being of everyone in the region. Sierra County will pursue similar work in the future to address these same issues directly affecting homelessness.

### **3. RESOURCES ADDRESSING HOMELESSNESS**

#### **A. Existing Programs and Resources**

- 1. Provide an exhaustive list of all funds (including the program and dollar amount) that PCIRC currently uses to provide housing and homeless services in Sierra/Plumas County for homeless populations.**
- 2. How are these resources integrated or coordinated with applicants from overlapping jurisdictions?**

See Attachment 1 to this Narrative for an exhaustive list of all funds (including the program and dollar amount) that PCIRC currently uses to provide housing and homeless services for homeless populations. These resources integrated and coordinated with applicants through community partners working in close collaboration to avoid duplication of homeless services and braid various funding sources to provide the best array of services possible for rural Plumas County. Sierra County dedicated homeless funding is outlined in the attached letters.

PCIRC is the recipient of CalWorks Housing funding, HEAP, CESH, ESG, Emergency Food & Shelter Program funding, Community Corrections Partnership (CCP), Lassen-Plumas-Sierra Community Action Agency funding and Prop 47, to name a few. Each program is designed to meet the basic needs of program participants, gain their trust and help them access a broad range of stabilization services. The agency serves as a satellite food bank for Community Assistance Network, supported by the Food Bank of Northern Nevada.

Multiple funding streams provide deposit and rental assistance (short and medium term), payment of rental and utility arrears, housing search and stabilization services to prevent homelessness or quickly divert individuals from emergency shelter. PCIRC works with Legal Services of Northern California to provide referrals for individuals needing support. The agency also utilizes a shared housing/host home model to offer an immediate alternative to homelessness. This creative housing model has helped to quickly house individuals and families when other options are unavailable.

PCIRC operates the Ohana House Emergency & Transitional Shelter to provide immediate access to temporary shelter via the CES, meet basic needs including food, clothing and hygiene items and assure clients receive the health, dental, behavioral health services needed. PCIRC works in close collaboration with Plumas County Social Services, Children's Protective Services, Veterans Services, Plumas County Office of Education Foster/Homeless Programs, Plumas County Probation Department and law enforcement.

#### **3. What gaps currently exist in housing and homeless services for homeless populations in Sierra County?**

The following gaps currently exist in housing and homeless services for homeless populations in Plumas County:

- limited funding for homeless prevention; lack of affordable housing.
- no emergency shelter beds.
- no permanent supportive housing units.

## B. HHAP Funding Plans

1. Explain, in detail, how Sierra County/PCIRC plans to use the full amount of HHAP funds (including the youth set-aside) and how it will complement existing funds to close the identified gaps in housing and homeless services for the homeless population in Plumas County.

HHAP funding will support operating subsidies for the Ohana House, an emergency and transitional shelter located in Quincy (HHAP Eligible Uses (2) – operating subsidies in existing supportive housing units and emergency shelters). Clients include those that are single, parenting families with youth, and pregnant moms. This model provides on-site supervision, intensive case management, access to workforce and higher education and life skills training. The program supports transition to permanent housing upon program completion.

Prior to the development of Ohana House, Plumas/Sierra Counties did not have any established homeless shelters or transitional housing programs for youth and young adults. The Ohana House program began to address the housing, health and wellness, and educational needs of youth and young adults ages 15-24 years. After four years of operations, PCIRC has reframed this model to serve young adults aged 18 and older and emancipated youth. Youth not able to access Ohana House services will be supported through a Host Home model.

On any given night in 2018, 159,911 youth younger than 25 across the nation were homeless – 36,361 of them on their own – one-third of them were in California. As the homeless youth population declines across the county, California remains the state with the highest population of people experiencing homelessness overall and the highest number of unaccompanied homeless youth according to the 2018 Annual Homeless Assessment from the U.S. Department of Housing & Urban Development. The cost of housing and severe shortage of affordable housing combined with a lack of sustainable income and positive credit history are factors leading to increased levels of homelessness for young adults. Across the county, experience in the foster care and juvenile justice systems has a high correlation with youth homelessness. A recent report from a legal aid group in San Francisco noted that three out of four homeless youth in the area had a history in the foster care or juvenile justice system, or both.

Sierra County will support the HHAP funds with administrative assistance.

**2. How will you ensure that HHAP funded projects will align and comply with the core components of Housing First as defined in Welfare and Institutions Code § 8255(b)?**

PCIRC has long utilized the Housing First model in providing access and low barriers to all housing services. Plumas County and its partners align services following the Housing First definition:

Housing First is a homeless assistance approach that prioritizes providing permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the theory that client choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a client more successful in remaining housed and improving their life.

**4. PARTNERS ADDRESSING HOMELESSNESS**

**A. Collaborating Partner Efforts**

- 1. Describe, in detail, the collaborative partners who will be working with Sierra County and PCIRC on identified HHAP projects and how the County and PCIRC will be partnering with them.**
- 2. Describe any barriers that you may experience in partnering, and how you would plan to address them.**

PCIRC is Sierra County’s primary collaborating partner with HHAP funding. The County will work closely with PCIRC through emails, phone calls, and in-person meetings to communicate expectations to ensure the identified HHAP project is implemented successfully. The County does not foresee barriers to this working relationship. PCIRC is located in Quincy. PCIRC staff are collaborative by nature with their clients and are dedicated service providers that are available to meet with the County, as needed.

PCIRC offers homeless prevention and rapid re-housing programs, governed by an evidence-based Housing First Model, utilizing available annual funding to those experiencing homeless in Plumas County.

Program examples include emergency motel sheltering, mental health transitional housing, Housing First Model for transitioning offenders, emergency and transitional housing for youth, and transitional sober living environment for men, women and families.

Additionally, this investment will allow PCIRC to work closely with the Sierra County Human Services and other community partners to meet the needs of homeless individuals and young adults aged 18 and up and emancipated youth. PCIRC as the primary homeless service provider, will also be a collaborative partner with the Plumas County Community Development Commission and the Lassen-Plumas-Sierra Community Action Agency, agencies who serve Sierra County. Sierra County Human Services will help coordinate local efforts to identify homeless programs funding opportunities.

## 5. **SOLUTIONS TO ADDRESS HOMELESSNESS**

### **The CoC 2019-2024 Strategic Plan for Sierra County states a Vision for Success, as follows:**

*...envisions a homeless response system that effectively uses resources, quickly connecting our neighbors with services to regain and retain housing or to prevent homelessness from occurring. By reducing homelessness, we will improve the quality of life and well-being of all county residents.*

*The Values of the Strategic Plan, based on a unified and community-wide solution, will align efforts to address homelessness and mitigate the impacts it has on our communities. Together, we create an assertive, effective and strategic approach that will serve as the homeless response system.*

- *Healthy Communities – with a coordinated, regional response, support our most vulnerable populations in identifying housing opportunities and achieving greater dignity and self-sufficiency.*
- *Coordinated System of Care – a community-wide response to homelessness prioritizes the quality of life for all persons, understanding that each person has unique needs, strengths and experiences.*
- *Long-Term Sustainability – investments in the right solutions will result in effective use of resources and significantly reduce the number of persons experiencing homelessness.*

## **GOALS**

**With the assistance of HHAP funding for the following project, Sierra County will be able to address and meet Goal 1-A of the 2019-2024 Strategic Plan.**

*Goal 1-D of the Strategic Plan aims to: Expand the low barrier emergency shelter capacity in the NorCal CoC region to reduce the number of individuals experiencing homelessness that are unsheltered.*

**Project #1 – Ohana House emergency and transitional shelter: HHAP Eligible Uses (2) – operating subsidies in existing supportive housing units and emergency shelters**

### **NUMBER SERVED**

Number of individuals Sierra County intends to serve over a 3-year period with HHAP funding: 10

Number of individuals Sierra County intends to successfully place in permanent housing with HHAP funding: 10

**ATTACHMENT 1**  
**PCIRC LIST OF HOUSING AND HOMELESS SERVICES FUNDS**  
**PCBH MHSA Community Services and Supports (CSS) Programs Housing and Client Services for FYIS-19:**

Emergency Lodging\* - Outreach and Engagement - 33 clients

FSP Transitional Housing\*\* with Environmental Alternatives -

17 clients FSP Transitional Housing\*\* with Plumas Rural

Services - 18 clients

Total of 92 unduplicated clients served through ancillary supports\*\*\* and EL and TH programs, inclusive of those served at EA and PRS.

\*Emergency Lodging is < or = 30 days

\*\*Transitional Housing is up to 2 years (although we have had folks stay longer in program due to their MH or co-occurring acuity)

\*\*\*Ancillary supports include utility deposits and move-in assistance, Rx drug costs, emergency food assistance, clothing vouchers, fuel assistance, bus passes, etc.

\$217,092 PRS Client Support (Ancillary Supports) and Transitional Housing Program

\$325,559 EA Plumas Commons FSP Transitional Housing and Intensive Case Management "Whatever It T ake s" Program

\$100,000 EA for non-MHSA for FSP of Homeless Mentally Ill Offender Treatment (HMHIOT) Program

\$45,476 PCBH Outreach and Engagement, Client Supports, and FSP Ancillary Requests, excluding PCBH driver transports

Total: \$688,127

**PCIRC for FYIS-19**

CalWorks Housing Program - \$76,869

Lassen-Plumas-Sierra Community Action Agency - MAC Homeless Prevention - \$7,500

**Sierra County – Outlined in attached letter of support.**



**HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM (HHAP)  
BUDGET TEMPLATE**

**Applicant Information**

CoC / Large City / County Name	Sierra	Receiving Redirected Funds?	No
Administrative Entity Name:	Lea Salas	Total of Redirected Funding Received	N/A

**HHAP Funding Expenditure Plan\***

Eligible Use Category	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	TOTAL
Rental Assistance /Rapid Rehousing						
Operating Subsidies and Reserves	\$3,710.00	\$3,710.00	\$3,711.65			\$11,131.65
Landlord Incentives						\$0.00
Outreach and Coordination (including employment)						\$0.00
Systems Support to Create Regional Partnerships						\$0.00
Delivery of Permanent Housing						\$0.00
Prevention and Shelter Diversion to Permanent Housing						\$0.00
New Navigation Centers and Emergency Shelters						\$0.00
Innovative Solutions						\$0.00
Strategic Homelessness Planning (up to 5%)						\$0.00
Infrastructure Development CES or HMIS (up to 5%)						\$0.00
Youth Set-Aside (no less than 8%)	\$350.00	\$350.00	\$347.69			\$1,047.69
Administrative (up to 7%)	\$300.00	\$300.00	\$316.71			\$916.71

\*Narrative should reflect details of HHAP funding plan

**TOTAL FUNDING ALLOCATION**

\$13,096.05

**REFERENCES:**



Over 20,000 persons  
4,000 - 19,999 persons  
2,500 - 3,9999 persons  
1,800 - 2,499 persons  
1,500 - 1,799 persons  
1,000 - 1,499 persons  
750 - 999 persons  
250 - 749 persons  
Less than 249 persons

Alpine, Inyo, Mono Counties  
Bakersfield/Kern County  
Chico, Paradise/Butte County  
Colusa, Glen, Trinity Counties  
Daly City/San Mateo County  
Davis, Woodland/Yolo County  
El Dorado County  
Fresno City & County/Madera Cou  
Glendale  
Humbolt County  
Imperial County  
Lake County  
Long Beach  
Los Angeles City & County  
Marin County  
Mendocino County  
Merced City & County  
Napa City & County  
Oakland, Berkeley/Alameda Count  
Oxnard, San Buenaventura/Ventur  
Pasadena  
Redding/Shasta, Siskiyou, Lassen, I  
Richmond/Contra Costa County  
Riverside City & County  
Roseville, Rocklin/Placer, Nevada  
Sacramento City & County  
Salinas/Monterey, San Benito Cou  
San Bernardino City & County  
San Diego City & County  
San Francisco  
San Jose/Santa Clara City & County  
San Luis Obispo County  
Santa Ana, Anaheim/Orange Coun  
Santa Maria/Santa Barbara County  
Santa Rosa, Petaluma/Sonoma Coi  
Stockton/San Joaquin County  
Tehama County  
Tuolumne, Amador, Calaveras, Ma  
Turlock, Modesto/Stanislaus Coun  
Vallejo/Solano County  
Visalia/Kings, Tulare Counties  
Watsonville/Santa Cruz City & Cou  
Yuba City & County/Sutter County  
City of Anaheim

City of Bakersfield  
City of Fresno  
City of Long Beach  
City of Los Angeles  
City of Oakland  
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**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> March 3, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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**DEPARTMENT:** Public Health  
**APPROVING PARTY:** Vickie Clark, Director  
**PHONE NUMBER:** (530) 993-6700

**AGENDA ITEM:** Amendment to Agreement 2005-153, 2008-125, 2011-062, and 2018-045 between the County of Plumas and the County of Sierra for Unified Program Services.

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

**BACKGROUND INFORMATION:** Please see attached memo

**FUNDING SOURCE:** 0515610

**GENERAL FUND IMPACT:** No General Fund Impact

**OTHER FUND:**

**AMOUNT:** \$ 23,406.90 Annually

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

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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

\_\_\_\_\_  
DATE

# Memorandum

**To: Sierra County Board of Supervisors**

**From: Vickie Clark, Director of Public Health and Social Services**

**Reference:** Agenda Item

**Date of memo:** February 25, 2020

**Date of Board Meeting:** March 3, 2020

**Requested Action:** Amendment to Agreement 2005-153, 2008-125, 2011-062, and 2018-045 between the County of Plumas and the County of Sierra for Unified Program Services.

**Mandated by:** California Health & Safety Code, Division 20, Chapter 6.7, and the California Code of Regulations Title 23 Division 3, Chapter 16 and 18.

## Funding

Budgeted? YesX No

Revenue	\$23,406.90	Environmental Health Fees and Public Health Realignment
Expenses	\$23,406.90	Environmental Health Fees and Public Health Realignment
Difference	0	

**Background Information:** As of January 1<sup>st</sup>, Plumas County had fully billed the 75 contract hours through December. Much of that was special work including extra trips for the CUPA evaluation and the failed tank at Sierra City. As of mid- February, they were 31.5 hours over the contract limit. This is due in part to travel time at 4 hours per round trip to Downieville, part is enforcement case compliance and documentation for the Downieville gas station, and part is consulting for Sierra City Station.

The good news is that all of the routine UST work is already completed for this fiscal year. We just need to get through the Downieville and Sierra City challenges. Evelyn can lead on the enforcement and closure of the Downieville tanks. Plumas County estimates needing approximately 10 hours including one more trip to Downieville for when the tanks are actually removed from the ground if that happens in this fiscal year. The Sierra City tanks need an ICC certification person. If they are able to do their work this spring, which could range from a repair at 10 hours for plans review and one site visit, to tank replacement that may require a more complex plan review and multiple site trips for approximately 25 hours.

Our staff have been calling Plumas county as needed to consult on other Environmental Health programs and using Jerry Sipe, Plumas County Environment Health Director, on an as needed basis while our Environmental Health Director position remains vacant. We added an additional 5 hours to this amendment to compensate for his availability.

So the bottom line is that we need to increase this contract to cover 30 hours of current overage plus a maximum of 30 hours to finish this year's work on the west side gas stations and 5 hours for consultation for a total of 65 hours.

**Potential Issues to consider:** This will be a budgetary strain to Public Health. We are charging the operators for the hours of extra time necessary to address the non-compliance and enforcement site visits and documentation. We will use our staff as much as possible to keep Plumas County's hours to a minimum. I do not see an alternative way to deal with these requirements for the remainder of this year

**Alternatives or Impacts of disapproval:**

AMENDMENT  
To  
AGREEMENT FOR  
PROFESSIONAL SERVICES

The following is an amendment to that certain Agreement No. 2005-153 (“Agreement”), Amendment 2008-125 and Amendment 2011-062, Amendment 2018-045 with an effective date of July 1, 2019, by and between the County of Sierra, a political subdivision of the State of California (“the COUNTY”) and the County of Plumas (“the CONTRACTOR”).

1. ARTICLE IV. TERM LIMITATION The Agreement is hereby amended to read:  
C. The total amount to be paid by SIERRA to PLUMAS for Unified Program services pursuant to this Agreement shall not exceed \$23,406.90. PLUMAS will bill SIERRA quarterly with a detailed itemized invoice for services provided and payment will be made by SIERRA within thirty days of receipt and approval of invoice.
2. Attached FY 2019-2020 Budget for Sierra County Contract for CUPA Services
3. All other terms and conditions of the Agreement are to remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF SIERRA

“CONTRACTOR”

\_\_\_\_\_  
JIM BEARD  
Chairman, Board of Supervisors

\_\_\_\_\_  
DIRECTOR  
Plumas County Environmental Health

ATTEST:

APPROVED AS TO FORM:

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

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

## **FY 2019-2020 BUDGET**

### Sierra County Contract for CUPA Services

Direct Charges for Personnel Salaries and Benefits

Hazardous Materials Specialist (173 hours at \$123.00 per hour) \$21,279.00

Indirect 10% (for services and supplies) \$2127.90

Projected Program Costs – Total **\$23,406.90**

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

<b>MEETING DATE:</b> March 3, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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**DEPARTMENT:** Audit  
**APPROVING PARTY:** Van A. Maddox  
**PHONE NUMBER:** 530-289-3286

**AGENDA ITEM:** Approval of a Contract with Smith and Newell for Audit Services for the years ending June 30, 2020, 2021, 2022.

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

**BACKGROUND INFORMATION:** Smith & Newell has been the County's Audit firm for the last 6 years. With all the turmoil if both the Auditors office and the Treasures Office Changing Auditors would be very disruptive at this time. This is a service contract therefore there is no legal requirement to go thru for a competitive bidding process.  
This agreement would be an increase for 2.3% over last year's cost. There is a 3% increase got 2021 & 2022.

**FUNDING SOURCE:**  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:** various  
**AMOUNT:** \$60,900 N/A

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

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

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b></p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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

\_\_\_\_\_  
DATE

**AGREEMENT FOR  
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 (COUNTY), and

Smith & Newell CPAs (CONTRACTOR)

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

**OPERATIVE PROVISIONS**

**1. SERVICES.**

The CONTRACTOR shall provide those audit 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: 7-1-2020

Termination Date: 6-30-2023

**3. PAYMENT.**

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

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

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

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

Sierra County Auditor is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Norm Newell and Carrie Schroeder are 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 - Scope of Services
- Attachment F - Billing Information

**9. AGREEMENT DATE.** The Agreement Date is

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

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By \_\_\_\_\_  
JIM BEARD

\_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
AMANDA UHRHAMMER  
County Counsel

## **ATTACHMENT A**

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

The services to be provided by CONTRACTOR and the scope of CONTRACTOR'S duties shall include the services as generally outlined in Attachment E, as attached hereto and incorporated by this reference and shall generally included an examination and audit of all books, records, and accounts of the County for the fiscal years ending June 30, 2020; June 30, 2021; and June 30, 2022 in accordance with generally accepted government accounting standards, which shall include review of internal controls and the financial transactions and records necessary to express an opinion on the County's financial condition. In addition to preparing audit reports and giving an opinion, the Contractor shall issue a management report on its evaluation of the County's system of internal accounting controls. Required reports on the county's transit fund and required reports on all funding subject to a single audit.

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

Work will begin no later than October of each year unless another date is arranged between the parties in advance. Thereafter, CONTRACTOR shall perform services in a diligently and timely manner. Reports are to be issued within six months of the end of the fiscal's close unless other arrangements have been agreed to.

### **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, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

Adequate office space two days interim and two days field work a year for Contractors staff.

Copies of existing records and supporting documentation as necessary to perform all work:

1. Chart of accounts.
2. General ledger balance sheet and income statement summary.
3. Budget to actual revenue and expenditure summary totals for each fund presented in the financial statements.
4. County of Sierra adopted financial budget for the fiscal year end June 30, of audit.
5. Make available Minutes of the Board of Supervisors meetings or summaries of actions of recent meetings for which minutes have not yet been prepared for the period July 1, of the year being audited through the dates of our arrival. (minutes on the county web page meets this requirement)
6. A cash reconciliation report which reconciles cash at fiscal year end between the Auditor-Controller's office and the County Treasurer.
7. Outstanding warrant list at fiscal year end for each group of warrants (vendor, payroll, etc.) issued.
8. Detail schedules of all receivable accounts (due from governments or otherwise) at fiscal year end by fund and supporting documentation for those receivables.
9. A copy of the forth quarter interest apportionment report for the County Treasury.
10. Reconciled schedules of all interfund transfers as of the fiscal year end.
11. Supporting schedules for all inventory balances, including the year-end inventory test count sheets, final detail inventory report indicating item name, cost per item, and total item value, at fiscal year end.
12. Fixed assets detail report and a schedule of additions and deletions and proceeds from sales of fixed assets during the fiscal year for the general fixed assets and all proprietary funds. Depreciation schedules for the proprietary funds.
13. Detail schedule of all payables accounts at fiscal year end by fund. Also have available the vendor check registers for the months of July and August of the subsequent year being audited.
14. Copy of the Revenue Anticipation Note payable and documentation on the payments of the prior year RAN

- payable.
15. Detail schedules of deferred revenue representing state advances.
  16. Detail schedules of all long-term debt outstanding at fiscal year end and changes made during the fiscal year.
  17. A capital lease schedule and copies of new capital and operating leases incurred during the year and related amortization payments schedules for each.
  18. Detail schedule of encumbrances at fiscal year end by fund.
  19. Applicable documentation for creation of new funds, including Board of Supervisor resolutions and journal entries prepared to add funds to the general ledger.
  20. Calculation of proposition 4 limit and board resolution approving limitation for the fiscal year being audited.
  21. Supporting documentation for vacation and sick leave accruals.
  22. Administrator statement detailing activity and investment summary for fiscal year end regarding outstanding certificates of participation bonds requiring reserves and payment funds.
  23. List of authorized signatures for claims and samples of signatures.
  24. Work papers in determining the information on the PERS footnote: including reports calculating total PERS wages vs. County payroll and calculation of contributions. Please summarize the payments to the PERS from the semi-monthly reports (pink sheets).
  25. IRS forms 941 for all quarters being audited reconciled to the general ledger.
  26. Schedule on determining Post-retirement benefits expense and the county ordinance or resolution that allowed for these benefits.
  27. Supporting documentation for the accrual of the post closure landfill costs liability and the information gathered in order to prepare the footnote.
  28. Trindel audit report when available.
  29. Supporting documentation for subsequent events.

**ATTACHMENT B**

**PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.** The County shall pay the Contractor according to the schedule stating the rate for each staff classification (see ATTACHMENT B-2), but in no case shall the total amount paid for any fiscal year exceed the maximum amount stated in Paragraph B.6.

	For the year ended		
	<u>6/30/20</u>	<u>6/30/21</u>	<u>6/30/22</u>
Sierra County	\$44,500	\$45,800	\$46,750
Single Audit (Including State Grants Supplemental Schedules)	7,216	7,465	8,113
Transportation Commission Performance Audit	-	3,300	-
Transit Fund	3,462	3,565	3,672
Transportation Commission	4,544	4,680	4,820
Gann Limit Calculation	<u>1,178</u>	<u>1,215</u>	<u>1,250</u>
Total	<u>\$60,900</u>	<u>\$66,025</u>	<u>\$64,605</u>

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

**B.3 TRAVEL COSTS.** None.

**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.** None.

**B.6 MAXIMUM CONTRACT AMOUNT.** The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:  
Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$ 60,900 for the year ended 6/30/20, 66,025 for the year ended 6/30/21, \$ 64,605 for the year ended 6/30/22.

**ATTACHMENT B-2**  
**STAFF CLASSIFICATION RATE**

Rates:

<u>Classification</u>	<u>Hourly Rate</u>
Partner	\$ 175
Manager	120
Senior	100
Staff Accountant	80
Administrative Assistant	60

**ADDITIONAL PROVISIONS**

[NONE]

**ATTACHMENT D  
GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**D.5 INSURANCE.**

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

**D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One 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 (\$3,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$10,000).

**D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars (\$300,000) per occurrence and with not less than One Hundred Thousand Dollars (\$300,000) 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 coverage's 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 coverage 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, photo stating, photographing, computer storage medium (tapes, CD, DVD, 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. However, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

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

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

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

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

**D.18 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.19 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.20 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.20.1 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.20.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.21 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.22 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.23 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.24 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.25 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.26 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.27 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.28 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.29 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.30 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

**D.31 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.32 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.33 CONFLICT OF INTEREST.**

**D.33.1 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.33.2 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.33.3 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.34 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.35 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.36 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.37 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":  
Auditor/Treasurer-Tax Collector  
County of Sierra  
Post Office Box 425  
Downieville, CA 95936

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

If to "CONTRACTOR":  
  
Smith & Newell CPAs  
950 Tharp Road,  
Suite 502  
Yuba City, Ca. 95993

ATTACHMENT D - PAGE 7 OF 7  
SMITH & NEWELL CPAs

---

(Taxpayers I.D. or Social Security No.)

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

Our File No. \_\_\_\_\_

Re: \_\_\_\_\_

STATEMENT OF ACCOUNT FOR

---

BALANCE FORWARD \$

---

TOTAL CURRENT CHARGES:

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



February 12, 2020

**Proposal to Provide Professional  
Independent Auditing Services to:**

**County of Sierra**

*Prepared by:*

Norman Newell, CPA, Partner  
and  
Carrie Schroeder, CPA, Partner



SMITH & NEWELL CPAS  
950 THARP RD, STE 502  
YUBA CITY, CA 95993

PH 530-673-9790 | FAX 530-673-1305  
ACCOUNTING@SMITHANDNEWELL.COM



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February 12, 2020

County of Sierra  
Attn: Van Maddox  
PO Box 425  
Downieville, CA 95936

Dear Van:

Smith & Newell CPAs is pleased to submit our proposal to provide the County of Sierra professional audit services for the fiscal years ending June 30, 2020, 2021 and 2022. We believe that our technical approach and staffing plan described herein respond fully to the County's needs.

### **Understanding the Work**

Our understanding of the scope of work is as follows:

- We will issue a report on the financial statements in conformity with generally accepted accounting principles for the County of Sierra.
- We will issue a report on the internal controls and compliance in accordance with Government Auditing Standards.
- We will prepare a Management report and Auditor's Communication Letters
- We will test compliance with Article XIII B, Review of Appropriations Limit calculation.
- We will have an exit conference with management.
- We will be responsible for report preparation and printing of the County's Annual Financial Report, the Single Audit Report, Appropriations Limit Report, Management Comment Letter and Transit and Transportation Commission Annual Financial Reports. We will provide copies in PDF format, in addition to printed copies.
- We will submit the Transit and Transportation Commission Annual Financial Reports to the State Controller's Office.
- We will prepare any other report for the governing body as may be required by generally accepting auditing standards.
- We are committed to performing the work within the time periods established and meeting the required delivery date of all required reports.

## Smith & Newell Qualifications

We believe our audit approach involving experienced staff, extensive partner participation and our proposed work plan uniquely qualify Smith & Newell to be the best choice for the County of Sierra.

Our staff, who will be assigned to the County's audit, are experienced professionals that have extensive experience with government audits. Each of our staff bring experience to the audit that allows for a new outlook with innovative suggestions to improve quality and efficiency. We feel the choice of an audit firm should be primarily based upon staff. We have an extremely low percentage of key employee turnover and we are confident that we will provide the County with consistent staff over the contract period.

Partner involvement is also key to the audit's success. Norman Newell and Carrie Schroeder actively participate in all phases of the audit. They will be responsive to the County's needs and are available to assist the County at any time during the year. Their extensive experience with government auditing provides the benefit of recommendations based on valuable insights to better improve the County's operations and procedures.

Our proposed work plan is based on years of experience with government auditing. We understand the demands placed on governments today and the challenges they face. In developing our work plan, we use the latest audit technology and methodologies to accomplish the goals of the engagement in the most efficient manner which minimizes disruption to normal County operations.

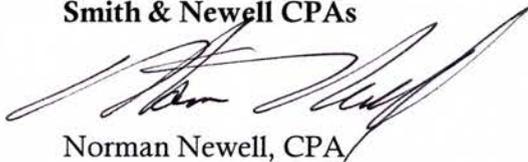
The following individuals are authorized to make representations for Smith & Newell CPAs:

Norman Newell, CPA, Partner  
950 Tharp Rd, Ste 502  
Yuba City, CA 95993  
(530) 673-9790  
[accounting@smithandnewell.com](mailto:accounting@smithandnewell.com)

Carrie Schroeder, CPA, Partner  
950 Tharp Rd, Ste 502  
Yuba City, CA 95993  
(530) 673-9790  
[accounting@smithandnewell.com](mailto:accounting@smithandnewell.com)

We hope that as you read through this proposal, you recognize the philosophy of our firm which is to provide each of our clients with exceptional service, experienced staff, and an audit approach that will fit their needs. Our dedication to quality, professional standards and service has been the guiding force in our firm since its inception in 1988. Thank you for providing us the opportunity to present our proposal. This is a firm and irrevocable offer for 60 days from the date of this proposal. As partners in the firm of Smith & Newell, CPAs, Norman Newell and Carrie Schroeder are authorized to make representations for the firm. If you have any questions concerning this proposal, please contact Norman Newell or Carrie Schroeder.

Sincerely,  
**Smith & Newell CPAs**



Norman Newell, CPA,  
Partner



## Executive Summary

---

Smith & Newell CPAs is a full-service CPA firm located in Yuba City, California. Norman Newell, CPA will lead the proposed auditing services that include an audit of the annual financial statements and compliance for the County of Sierra for the fiscal years ending June 30, 2020, 2021 and 2022.

When considering whether to hire our firm, you will find that Smith & Newell stands out from our competitors in several areas, such as:

### **Experienced and Involved Partners**

Norman Newell, CPA and Carrie Schroeder, CPA have over 46 years of combined professional auditing, accounting and consulting experience. Both partners will be extensively involved in the County's audit, and will freely lend their expertise on any accounting or internal control issues.

### **Timely Audits**

Smith & Newell is committed to meeting all audit deadlines. Our audits are performed in accordance with an agreed-upon schedule, and submissions to the State of California are filed on time.

### **Commitment to Quality**

Smith & Newell receives a peer review of our system of quality control for our accounting and auditing practice every three years. Our most recent peer review was completed with a *pass* rating. All audits submitted to the State have been approved.

### **Audit Process**

Smith & Newell has extensive experience auditing governmental and nonprofit entities, which makes for a smooth audit process. Our firm guarantees that our staff are experienced and supervised, our clients will be given an audit plan prior to the start of fieldwork, and that we will be considerate of your staff's time during our audit and fieldwork. We will also issue a draft of our reports to the County and will discuss any questions, concerns and audit findings with the County before the reports are finalized.

### **Problems/Solutions**

Smith & Newell CPAs is adept at identifying problem areas that may exist in your organization and providing solutions to help mitigate those problem areas in the future. Both partners will freely discuss any areas that could be changed or improved to help your organization.

Our proposal that follows provides more specific information on the scope of audit services we will provide, our firm and staff experience, qualifications, references and approach to the audit. We hope you choose Smith & Newell CPAs for your auditing needs.



## Section I – Technical Proposal

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### 1. LICENSE TO PRACTICE IN THE STATE OF CALIFORNIA

Smith & Newell CPAs is licensed to practice accounting in the State of California and has complied with all applicable California State Board of Accountancy requirements. In addition, all of the key professional staff that will be assigned to the audit are also licensed to practice in the State of California and have complied with all applicable State Board of Accountancy standards.

### 2. INDEPENDENCE

Smith & Newell CPAs is independent of the County of Sierra and all of the component units of the County of Sierra, as defined by auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards (commonly referred to as the “Yellow Book” standards), issued by the Comptroller General of the United States.

### 3. FIRM QUALIFICATIONS AND EXPERIENCE

#### **Our Practice**

Smith and Newell, CPAs was established in 1988 as a full-service firm. We are a CPA firm located in Yuba City, California. We are a general partnership providing auditing, tax, accounting and consulting services to governmental entities, nonprofits, corporations, partnerships and individuals. Government services constitute a significant portion of Smith & Newell’s total practice. The firm of Smith & Newell has a commitment to maintain a “hands on” approach to our governmental audits. We actively participate in all phases of each engagement and feel that because of this policy we are able to offer you a high-quality audit at a reasonable price.

Currently our firm consists of seven individuals, including five professionals and two administrative personnel. The professional staff consists of two partners, one manager, one senior and one staff accountant. The County’s engagement will be staffed full-time, as required, by one partner, one manager, one senior, one staff accountant, plus administrative assistance.

#### **Peer Review**

Our firm is devoted to quality, and we have taken extra steps to assure that we meet the highest professional standards of quality. Our firm has a program of quality control to ensure that our engagements meet the standards of the Yellow Book, including qualifications, independence, due professional care, and quality control. Every three years we must undergo a peer review of our system of quality control for our accounting and auditing practice. Our peer review includes an onsite review of specific government engagements. A Peer Review Committee establishes the standards and procedures governing the conduct of the peer review. Upon completion of the peer review, the reviewers communicate their findings to the reviewed firm and



prepare a written report. These standards provide that the report should contain, among other things:

- The reviewer's opinion on whether the reviewed firm's quality control system met the guidelines of quality control standards established by the AICPA, and whether the system was being complied with to provide the firm with reasonable assurance of conforming to professional standards.
- The reviewer may issue an unqualified, qualified or adverse opinion. We are pleased to report that we have always received an unqualified opinion - the highest level of assurance possible. Our continued participation in periodic peer reviews and our voluntary membership in the AICPA and the California Society of CPAs support the firm's commitment to quality and client service.

A copy of our most recent peer review report is provided in Appendix B.

#### **Professional Associations**

We are members of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. In addition, our firm is a member of the AICPA's Governmental Audit Quality Center. We are also members in the Governmental Finance Officers Association (GFOA).

#### **No Record of Substandard Work**

Our firm does not have a record of substandard audit work, nor any outstanding claim of substandard work or unsatisfactory performance pending with the State Board of Accountancy nor the Federal Inspector General. There have not been any positive enforcement actions or other matters that would reflect negatively on our professional qualifications, including any action for substandard audits taken by the State Board of Accountancy, or the Federal Inspector General.

#### **Disciplinary Action**

There are not any current or pending disciplinary or litigation actions against our firm in any manner related to our professional activities, nor have there been any such actions in the past.

#### **4. PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS AND EXPERIENCE**

##### **Qualifications and Experience of Individuals Assigned to the Engagement**

The engagement team for the County of Sierra collectively possess over 66 years of auditing experience. They have the ability and expertise to meet the complex demands of the engagement.

- Norman Newell, CPA – Norman is a partner with Smith & Newell CPAs, specializing in government auditing. As a partner in the firm he will have hands-on involvement in all aspects of this engagement. He will serve as quality assurance partner for the County's audit. He will also be responsible



for onsite project management and for the day-to-day management of services to the County. He will be responsible for planning the audit and assuring that the design of audit programs achieves the objectives of the audit. He will review the progress of the audit, assist in resolving technical issues and review reports for overall quality. He reviews and signs all of the reports issued by Smith & Newell and is responsible for firm-wide quality control standards, including annual internal quality control inspections. He will have ultimate responsibility for the delivery of services to the County of Sierra and will work with the County regarding new accounting and auditing pronouncements, and ensure issues are identified and resolved in a timely manner.

- Carrie Schroeder, CPA – Carrie is a partner in Smith & Newell CPAs, specializing in government auditing. As a partner in the firm she will have hands-on involvement in all aspects of this engagement. She will serve as a quality assurance partner for the County's audit. She will be responsible for planning the audit and assuring that the design of audit programs achieves the objectives of the audit. As a partner in the firm she will assist in resolving technical issues and perform final review of reports for overall quality. She will work with the County regarding new accounting and auditing pronouncements, and ensure issues are identified and resolved in a timely manner.
- Matthew Davis, CPA – Matt is a manager in Smith & Newell CPAs, with experience in government auditing. As a manager in the firm he will be responsible for ensure the single audit requirements, if required, are complied with in accordance with the Uniform Guidance. His specialty is single audit compliance and keeping abreast of new developments and requirements in accordance with Uniform Guidance audits. He will also participate in various aspects of the County audit, including internal control testing and analytical reviews.

### **Engagement Staffing**

We are committing the engagement partner, manager, senior and staff as assigned in this proposal, and they will not be changed unless those personnel leave the firm. Resumes of these key professionals to be assigned to the County of Sierra's audit are provided on the following pages.



## NORMAN NEWELL, CPA, PARTNER

### POSITION

Norm is a partner in Smith & Newell CPAs specializing in audits of governmental entities.

### EDUCATION

Bachelor of Science degree from University of California, Cal Poly and a second Bachelor of Science degree in Business Administration with a concentration in Accounting from California State University, Chico.

### BACKGROUND

Norm has over 30 years of professional experience providing auditing, accounting and consulting services to governmental entities. As a partner in Smith & Newell, he has managed audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts and grants and special programs.

### PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)  
 California Society of Certified Public Accountants (CalCPA)  
 Association of Government Accountants (AGA)

### CONTINUING PROFESSIONAL EDUCATION

Norm has satisfied the "Yellow Book" requirement of having at least eighty hours continuing professional education every two years, of which twenty-four must directly relate to the government environment and government auditing.

2017		
	Governmental, Accounting, & Auditing/Fraud	40
	Tax	16
2018		
	Governmental, Accounting, & Auditing/Fraud	50
	Tax	18
	Ethics, Regulatory & Review	6
2019		
	Governmental, Accounting, & Auditing/Fraud	40.5
	Tax	10
	Ethics, Regulatory & Review	4

### RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2019, Norm actively participated in the government audits of six counties, five cities, and numerous special districts.



## CARRIE SCHROEDER, CPA, PARTNER

### POSITION

Carrie is a partner in Smith & Newell CPAs specializing in audits of governmental entities.

### EDUCATION

Bachelor of Science in Business Administration with a concentration in Accounting from California State University Sacramento

### BACKGROUND

Carrie has over 16 years of professional experience working with Smith & Newell. She has provided auditing and accounting services to a variety of governmental entities. As a partner in Smith & Newell, she has actively participated in audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts, grants and special programs.

### PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)  
California Society of Certified Public Accountants (CalCPA)  
Association of Government Accountants (AGA)

### CONTINUING PROFESSIONAL EDUCATION

Carrie has satisfied the "Yellow Book" requirement of having at least eighty hours continuing professional education every two years, of which twenty-four must directly relate to the government environment and government auditing.

2017		
	Governmental, Accounting, & Auditing/Fraud	68
	Tax	16
	Ethics, Regulatory & Review	4
2018		
	Governmental, Accounting, & Auditing/Fraud	35
	Tax	18
2019		
	Governmental, Accounting, & Auditing/Fraud	54
	Tax	12
	Ethics, Regulatory & Review	4

### RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2019, Carrie actively participated in the government audits of six counties, five cities, and numerous special districts.



## MATTHEW DAVIS, CPA, MANAGER

### POSITION

Matt is a manager in Smith & Newell CPAs specializing in audits of governmental entities.

### EDUCATION

Bachelor of Science degree from Harding University, Arkansas

### BACKGROUND

Matt has over 20 years of professional experience providing auditing, accounting and consulting services to governmental entities. As a manager in Smith & Newell, he has actively participated in audits for numerous counties, cities, housing authorities, redevelopment agencies, special districts and grants and special programs.

### PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants (AICPA)  
 California Society of Certified Public Accountants (CalCPA)  
 Association of Government Accountants (AGA)

### CONTINUING PROFESSIONAL EDUCATION

Matt has satisfied the "Yellow Book" requirement of having at least eighty hours continuing professional education every two years, of which twenty-four must directly relate to the government environment and government auditing.

2017		
	Governmental, Accounting, & Auditing/Fraud	68
	Tax	16
	Ethics, Regulatory & Review	4
2018		
	Governmental, Accounting, & Auditing/Fraud	35
	Tax	18
2019		
	Governmental, Accounting, & Auditing/Fraud	48.5
	Tax	8
	Ethics, Regulatory & Review	4

### RELEVANT EXPERIENCE

For the fiscal year ended June 30, 2019, Matt actively participated in the government audits of six counties, five cities, and numerous special districts.



## 5. SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

Smith & Newell CPAs provides a significant amount of audit services to governmental entities. A firm resume of governmental audits we have performed in the last five years is included in Appendix A. A representative list of three of those audits follows:

### County of Calaveras

#### Scope of Services:

Conducted financial and/or compliance audits and prepared reports as follows:

- Comprehensive Annual Financial Report
- Single Audit Report
- Appropriations Limit Report
- Treasury Oversight Examination
- Abandoned Vehicle Abatement Service Authority

#### Length of Service:

2011 – Present

#### Engagement Partner:

Norman Newell, CPA

#### Client Contact:

Kathy Gomes, Auditor-Controller

891 Mountain Ranch Rd

San Andreas, CA 95249

(209) 754-6343

[kgomes@co.calaveras.ca.us](mailto:kgomes@co.calaveras.ca.us)

### County of Mariposa

#### Scope of Services:

Conducted financial and/or compliance audits and prepared reports as follows:

- Annual Financial Report
- Single Audit Report
- Transit and Transportation Commission Annual Financial Reports
- Treasury Oversight Examination

#### Length of Service:

2003 – Present

#### Engagement Partner:

Norman Newell, CPA

#### Client Contact:

Luis Mercado, Auditor

4982 10<sup>th</sup> St

Mariposa, Ca 95338

(209) 742-1310

[lmercado@mariposacounty.org](mailto:lmercado@mariposacounty.org)



## County of Tehama

### Scope of Services:

Conducted financial and/or compliance audits and prepared reports as follows:

- Annual Financial Report
- Single Audit Report
- Appropriations Limit Report
- Treasury Oversight Examination
- Abandoned Vehicle Abatement Service Authority Annual Financial Report

### Length of Service:

2008 – Present

### Engagement Partner:

Norman Newell, CPA

### Client Contact:

LeRoy Anderson, Auditor-Controller

444 Oak St, Rm J

Red Bluff, CA 96080

(530) 527-3474

[LAnderson@co.tehama.ca.us](mailto:LAnderson@co.tehama.ca.us)

## 6. SPECIFIC AUDIT APPROACH

Our audit methodology for performing financial statement audits of government entities involves four phases. Phase 1 – Planning and Strategy, Phase 2 – Systems Evaluation, Phase 3 – Testing and Analysis, Phase 4 – Reporting and Follow-Up. These phases are summarized below:

### Phase 1 – Planning and Strategy

This phase establishes our basic understanding of the County and its environment and forms the basis of our evaluation of internal control. It is our intention to complete the planning and strategy phase as interim work in July each year.

- Establish an understanding with the County
- Schedule staffing and conduct staff fraud and discussion meeting
- Develop and expand understanding of the County's operations by review of prior year workpapers, reviewing minutes and discussion and analysis
- Determine planning and design materiality and tolerable misstatement
- Perform preliminary determination of major programs and materiality
- Conduct entrance meetings with County personnel and management and inquire about fraud and abuse.
- Identify significant processes and internal controls
- Conduct observations and walkthrough of transactions
- Identify risk factors
- Perform tests of transactions for payroll transactions, cash receipts and disbursements, and selected federal program expenditures
- Prepare initial Audit Preparation Schedule and transmit to the County



### **Phase 2 – Systems Evaluation**

The timing of this phase is dependent on when the County has completed the initial Client Preparation Schedule and closed the County general ledger. It is our intention to complete the Systems Evaluation phase in mid-September of each year.

- Request Federal program expenditure schedule from County and determine major programs
- Request County closed trial balances
- Format financial statements and footnotes
- Perform preliminary analytical procedures
- Schedule meetings with County management to ensure good coordination of engagement
- Develop and expand understanding of information systems
- Identify control objectives
- Identify and understand relevant control activities for financial reporting as well as for single audit
- Determine the nature, extent and timing of control tests and compliance
- Perform nonsampling control tests and test compliance
- Assess internal control on a preliminary basis
- Design and update audit programs

### **Phase 3 – Testing and Analysis**

The timing of this phase will be flexible to best accommodate the schedule of the County while keeping in line with statutory requirements. It is our intention to complete the testing and analysis phase in mid-September of each year.

- Conduct additional audit procedures to conclude on financial statement presentation
- Perform compliance procedures on required disclosures including pension and OPEB
- Perform compliance tests including the Uniform Guidance major single audit programs
- Progress conference and exit conference with the County to discuss reports, pending items and observations
- Obtain legal representation letter and review for potential liability
- Documentation and review of workpapers

### **Phase 4 – Reporting and Follow-Up**

It is our intention to complete the reporting and follow-up phase in December of each year.

- Perform overall analytical procedures
- Reassess materiality and risk
- Evaluate misstatements
- Conclude other audit procedures and clear open items with County
- Determine conformity with applicable standards
- Complete comprehensive engagement review
- Prepare and compile draft reports including the Annual Financial Report, Single Audit Report, Appropriations Limit Report, Management Comment



Letter, and the Transit Fund and Transportation Commission Annual Financial Reports for County

- Review County comments and suggestions and make any required revisions
- Obtain Management Representation letters
- Make presentation to County

### **Technological Advantages**

We have developed specialized resources for performing government audits. These resources include automated and electronic checklists for evaluation controls, source documents for risk-based audit methodology, standardized sample selection procedures, integrated trial balances, combining schedules and links to professional standards. Our staff have unlimited access to online reference libraries and electronic source documents to help maintain efficiency and accuracy during the audit process.

Our firm utilizes Thomson Reuters' Workpapers CS trial balance software that streamlines the audit process, and gives us the ability to manage documents and data from a variety of sources.

Smith & Newell CPAs is dedicated to protecting our clients' information. We provide an online client portal that gives our staff and our clients a very secure way to send and receive information during the audit quickly and securely. Each drawer is encrypted and accessed with a username and password unique to each client.

### **Laws and Regulations**

In the County of Sierra's audit, substantial attention will be given to compliance with laws and regulations. Although management is responsible for ensure that the County complies with laws and regulations applicable to its activities, the independent auditor is responsible for considering them and how they affect the audit. We design the audit to provide reasonable assurance that the financial statements are free of material misstatements resulting from violations of laws and regulations that have a direct and material effect on the determination of financial statement amounts.

Among other things, Government Auditing Standards establish additional requirements related to:

- Noncompliance with contracts and grant agreements
- Abuse
- Communication of fraud, illegal acts, noncompliance and abuse

### **Single Audit Compliance**

The Uniform Guidance states that the compliance testing shall include tests of transactions and such other auditing procedures necessary to provide the auditor sufficient evidence to support an opinion on compliance. Supporting an opinion on compliance on each major program requires testing of each major program.



Professional judgement is required in the selection of transactions for testing. Risk factors to consider include the following:

- Size of program
- Program maturity at the Federal agency
- Program maturity at the auditee
- Complexity
- Extent of contracting
- Multiple internal control structures
- Use of subrecipients
- Extent of computer processing
- Level of oversight
- Prior audit findings

The assurance required (and, therefore, the determination of the minimum sample size) is directly related to the risk of material noncompliance remaining after other audit procedures (risk assessment procedures, substantive analytical procedures, and tests of individually important items) have been performed. We typically assume a five percent tolerable exception rate and based on the degree of assurance needed after analysis of our other audit procedures, we select a sample size based on paragraph 11.72 of the GAS/SA Audit Guide.

#### **Identification of Anticipated Potential Audit Problems**

We are not aware of any anticipated problems.

#### **Workpaper Retention**

Audit programs, workpapers and reports will be retained for a period of seven years after the completion of the audit and made available for inspection by the County of Sierra, oversight or cognizant agencies, parties designated by federal or state governments, auditors of entities of which the County of Sierra is a subrecipient of grant funds or component unit, and additional auditors if requested by them.

#### **Report Format**

Sample formats of required reports for this engagement can be obtained by reviewing audit engagements we have completed for other government entities. The County of Calaveras' financial reports are available at:

<http://auditor.calaverasgov.us/Reports>

The County of Mariposa's financial reports are available at:

<https://www.mariposacounty.org/769/Annual-Financial-Reports>



## Section II – Cost Proposal

### 1. FEE PHILOSOPHY

Our fee philosophy is to foster long-term client relationships by offering fair pricing commensurate with our expertise. We strive to maintain efficiency in our audit approach so we can achieve maximum results in the budgeted time. We also strive to maintain billing rates that are reasonable in relation to the expertise of our staff.

As partners in the firm of Smith & Newell CPAs, Norman Newell and Carrie Schroeder are authorized to represent the firm, empowered to submit the bid, and authorized to sign a contract with the County of Sierra.

### 2. TOTAL ALL-INCLUSIVE MAXIMUM PRICE

	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Annual Financial Report/ Management Comment Letter	\$ 44,500	\$ 45,800	\$ 46,750
Single Audit Report	7,216	7,465	8,113
Appropriations Limit Calculation	1,178	1,215	1,250
Transit Fund	3,462	3,565	3,672
Transportation Commission	4,544	4,680	4,820
Triennial Transportation Performance Audit	-	3,300	-
Total	<u>\$ 60,900</u>	<u>\$ 66,025</u>	<u>\$ 64,605</u>

If it should become necessary for the County of Sierra to request the auditor to render any additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the County of Sierra and Smith and Newell CPAs. Any such additional work agreed to between the County of Sierra and Smith and Newell CPAs shall be performed at a negotiated (agreed-upon) rates relative to the contracted service fee.

### 3. RATES BY STAFF LEVEL

<u>Staff</u>	<u>Rate</u>
Partner	\$ 175
Manager	120
Senior	100
Staff Accountant	80
Administrative Assistant	60

# FIRM RESUME

## (Last Five Years)

### Cities (Including Single Audits)

City of Auburn  
 City of Colusa  
 City of Jackson  
 City of Lincoln  
 City of Live Oak  
 City of Nevada City  
 City of Shasta Lake  
 City of Yreka

### Counties (Including Single Audits)

County of Amador  
 County of Calaveras  
 County of Colusa  
 County of Del Norte  
 County of Glenn  
 County of Mariposa  
 County of Nevada  
 County of Plumas  
 County of Siskiyou  
 County of Sierra  
 County of Tehama

### Redevelopment Agencies/Housing Authorities

City of Live Oak Redevelopment Agency  
 Regional Housing Authority  
 Sutter Community Affordable Housing

### Transportation Audits

Colusa County Transportation Commission/Transit  
 Lake County/City Area Planning Council  
 Lake County Transit Authority  
 Mariposa County Transportation Commission/Transit  
 Plumas County Transportation Commission/Transit  
 Sierra County Transportation Commission/Transit

### Other Audits

Amador County Dept of Auto Ins Fraud Program  
 Amador County Dept of WC Ins Fraud Program  
 3CORE, Inc.  
 Central Valleys Rice Growers Association  
 Children and Families First - Mariposa County  
 Children and Families First - Plumas County  
 Counseling Solutions  
 North Valley Behavioral Health  
 Priorities, Inc.  
 Siskiyou County Dept of Auto Ins Fraud Program  
 Siskiyou County Dept of WC Ins Fraud Program  
 Willow Glen Counseling Center  
 Yuba Sutter Economic Development Corporation

### Special Districts

Big Rock Community Service District  
 Big Springs Irrigation District  
 Border Coast Regional Airport Authority  
 Brophy Water District  
 Butte County Air Quality Management District  
 Butte Valley Fire Protection District

### Special Districts (Continued)

Cemetery District No. 2 of Sierra County  
 Cemetery District No. 3 of Sierra County  
 Cemetery District No. 5 of Sierra County  
 Colusa County Water District  
 Colusa Resource Conservation District  
 Copco Lake Fire Protection District  
 Crescent Fire Protection District  
 Del Norte County Library District  
 Del Norte Solid Waste  
 Drainage District No. 1  
 Drainage District No. 100  
 Etna Cemetery District  
 Feather Water District  
 Fort Dick Fire Protection District  
 Gilsizer County Drainage District  
 Happy Camp Fire Protection District  
 Hidden Valley Lake CSD  
 Higgins Area Fire Protection District  
 Hunter Valley Community Service District  
 Kelseyville Fire Protection District  
 Knights Landing Ridge Drainage District  
 Keystone Cemetery District  
 Lake County Fire Protection District  
 Lake of the Pines Ranchos CSD  
 Lakeport Fire Protection District  
 Levee District No. 1  
 Levee District No. 9  
 Live Oak Cemetery District  
 Mariposa Resource Conservation District  
 Maxwell Public Utility District  
 Mayten Fire Protection District  
 Montague Fire Protection District  
 Montague Water Conservation District  
 Mystic Mine Road Community Services District  
 North San Juan Fire Protection District  
 Northshore Fire Protection District  
 Oak Tree Park & Recreation District  
 Ophir Hill Fire Protection District  
 Picard Cemetery District  
 Pleasant Grove Cemetery District  
 Reclamation District No. 108  
 Reclamation District No. 777  
 Reclamation District No. 2056  
 Redwood Park Community Service District  
 Roseville Public Cemetery District  
 Rough & Ready Fire Protection District  
 Sacramento River Westside Levee District  
 Sacramento Valley BAPCC  
 San Juan Ridge County Water District  
 Scott Valley Fire Protection District  
 Scott Valley Irrigation District  
 Scott Valley & Shasta Valley Watermaster Dist  
 Smartsville Cemetery District  
 Smartsville Fire Protection District  
 Smith River Community Service District  
 Smith River Fire Protection District  
 South Sutter Water District

**Special Districts (Continued)**

South Yreka Fire Protection District  
Sutter Basin Fire Protection District  
Sutter Cemetery District  
Sutter Community Services District  
Sutter Resource Conservation District  
Sutter-Yuba Mosquito and Vector Control District  
Yolo County Water Control and Conservation District  
Tulelake Multi-County Fire Protection District  
Williams Fire Protection Authority



www.CoughlanNapaCPACo.com  
Company@CoughlanNapaCPACo.com

## Report on the Firm's System of Quality Control

November 28, 2018

To Smith & Newell and the  
Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Smith & Newell (the firm) in effect for the year ended May 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Smith & Newell in effect for the year ended May 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Smith & Newell has received a peer review rating of *pass*.

*Coughlan Napa CPA Company, Inc.*

Coughlan Napa CPA Company, Inc.

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

<b>MEETING DATE:</b> March 3, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Public Works and Transportation
<b>APPROVING PARTY:</b> Tim H. Beals, Director
<b>PHONE NUMBER:</b> 530-289-3201

**AGENDA ITEM:** Amendment to Sierra County Agreement 2009-044 with Sauers Engineering Services adding additional compensation for continued construction management services for the Sierra Brooks Water System Project.

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

**BACKGROUND INFORMATION:** Compensation under this agreement is on a time and materials basis and this amendment adds an additional \$20,000 to the contract amount to see construction management services through to project completion.

**FUNDING SOURCE:** USDA GRANT  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$20,000 additional N/A

<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b> <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	--

**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

_____ CLERK TO THE BOARD	_____ DATE
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**AMENDMENT to AGREEMENT  
FOR PROFESSIONAL SERVICES  
Engineering Services  
Sierra Brooks Water System Improvements Phase 2**

The following is an amendment to that certain Agreement No. 2009-044 (“Agreement”) with an Effective Date of May 19, 2009, by and between the County of Sierra, a political subdivision of the State of California (“the County”) and **Sauers Engineering, Inc.** "Contractor".

1. Provision 3 of the Agreement, pertaining to the Payment refers to Attachment B. Attachment B of the Agreement pertaining to “Payment” is hereby amended to increase base contract fee in the amount of \$20,000.00 which increases the maximum contract amount to \$401,850.00.
2. All other terms and conditions of the Agreement to remain the same.
3. This Agreement, with amendments, shall have an Effective Date of March 3, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF SIERRA

“CONTRACTOR”

\_\_\_\_\_  
JAMES BEARD  
Chairman of the Board

\_\_\_\_\_  
Keith Knibb  
Sauers Engineering, Inc.

ATTEST:

APPROVED AS TO FORM:

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

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

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

<b>MEETING DATE:</b> March 3, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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**DEPARTMENT:** County Counsel  
**APPROVING PARTY:** David Prentice, County Counsel  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Closed session pursuant to Government Code Section 54957 - performance review regarding Personnel Director.

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

**BACKGROUND INFORMATION:**

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

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

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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

\_\_\_\_\_  
DATE

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

<b>MEETING DATE:</b> March 3, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Behavioral Health <b>APPROVING PARTY:</b> Lea Salas, Administrative Director <b>PHONE NUMBER:</b> (530) 993-6746
---

**AGENDA ITEM:** Resolution approving the County of Sierra becoming a Veteran's Service Office and Appoint the Position of a Veteran's Services Officer

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

**BACKGROUND INFORMATION:** Please see attached memo

**FUNDING SOURCE:** 0515670

**GENERAL FUND IMPACT:** No General Fund Impact

**OTHER FUND:** 5671

**AMOUNT:** \$ N/A

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

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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CLERK TO THE BOARD _____	DATE _____
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# Memorandum

**To:** Sierra County Board of Supervisors

**From:** Lea Salas, Administrative Director of Behavioral Health

**Reference:** Agenda Item

**Date of memo:** February 24, 2020

**Date of Board Meeting:** March 3, 2020

**Requested Action:** Resolution approving the County of Sierra becoming a Veteran's Service Office and Appoint the Position of a Veteran's Services Officer

**Mandated by:**

## Funding

**Budgeted?** Yes  No

<b>Revenue</b>		
<b>Expenses</b>		
<b>Difference</b>	0	

**Background Information:** The County of Sierra wants to promote and honor all veteran's, and enhance their quality of life and their dependents and survivors through counseling, claims assistance, education, advocacy, and special projects as provided in Military and Veterans Code. In 2013 CalVet was tasked with developing a performance-based formula to determine necessary funding for each County Veteran's Service Office (CVSO) which is appropriated from the State General Fund to fund CVSO activities (MVC 972.1). All required matching funds will be provided by the Mental Health Services Act. The County of Sierra, under the Authority of the Administrative Director of Behavioral Health, shall appoint a Veteran's Services Officer that meets the qualifications set forth in MVC 970(a).

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:** Sierra County would not have this service available locally for residents.

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

**RESOLUTION NO. \_\_\_\_\_**

**IN THE MATTER OF APPROVAL OF  
THE COUNTY OF SIERRA BECOMING A VETERAN'S SERVICE OFFICE AND APPOINT  
THE POSITION OF A VETERAN'S SERVICES OFFICER**

**WHEREAS**, the County of Sierra wishes to become a Veteran's Service office; and

**WHEREAS**, the County of Sierra, under the Authority of the Administrative Director of Behavioral Health, shall appoint a Veteran's Services Officer that meets the qualifications set forth in MVC 970(a); and

**WHEREAS**, in California the County Veterans Service Officer plays a critical role in the veteran's advocacy system and is often the initial contact in the community for veteran's services; and

**WHEREAS**, the County of Sierra wants to promote and honor all veteran's, and enhance their quality of life and their dependents and survivors through counseling, claims assistance, education, advocacy, and special projects as provided in Military and Veterans Code; and

**WHEREAS**, in 2013 CalVet was tasked with developing a performance-based formula to determine necessary funding for each County Veteran's Service Office (CVSO) which is appropriated from the State General Fund to fund CVSO activities (MVC 972.1); and

**WHEREAS**, all required matching funds will be provided by Mental Health Services Act.

**NOW THEREFORE BE IT RESOLVED**, it is approved for the County of Sierra to become a Veteran's Service Office and appoint the position of a Veteran's Services Officer.

**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 3rd day of March, 2020, by the following vote:

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

\_\_\_\_\_  
JIM BEARD  
Chairman, Board of Supervisors

\_\_\_\_\_ Date \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

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

<b>MEETING DATE:</b> March 3, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Public Works and Transportation
<b>APPROVING PARTY:</b> Tim H. Beals, Director
<b>PHONE NUMBER:</b> 530-289-3201

**AGENDA ITEM:** Resolution authorizing termination of Sierra County Lease Agreement 87-045 relative to a public parking area and public bus stop in Loyalton.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other  
Request to terminate lease.

**BACKGROUND INFORMATION:** The property is in escrow and in order to clear title the current owners that the County terminate the \$1/year lease. The Director of Transportation has no concerns with regard to the termination of this lease and removal of the "bus stop."

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

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

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

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b></p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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

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

**IN THE MATTER OF TERMINATING  
LEASE AGREEMENT FOR REAL PROPERTY  
PUBLIC PARKING AREA -LOYALTON**

**RESOLUTION 2020-\_\_\_\_\_**

**RECITALS:**

1. The Sierra County Board of Supervisors by its Resolution 87-034 approved a Lease Agreement for the purposes of establishing a public bus stop and parking area which was effective June 2, 1987; and,
2. The current Owner, PEC Enterprises, has notified Sierra County of its intent to sell the identified property and wish to terminate the Lease.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of the County of Sierra hereby terminates the Lease Agreement identified as 87-045 and directs the Director of Transportation or his designee to remit notification of termination to PEC Enterprises.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 3rd day of March, 2020 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

COUNTY OF SIERRA

\_\_\_\_\_  
JAMES BEARD, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

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

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

**From:** Mark Smith [<mailto:summitbusinessplans@gmail.com>]  
**Sent:** Friday, February 14, 2020 4:15 PM  
**To:** Bryan Davey <[bdavey@sierracounty.ca.gov](mailto:bdavey@sierracounty.ca.gov)>  
**Cc:** Donna Catlett <[dcatlett@firstam.com](mailto:dcatlett@firstam.com)>  
**Subject:** Leonards Market, Loyalton

Hello Brian,

Thanks for your time today.

I represent Steve and Paul Clifton and their company PEC Enterprises, LLC.

In 1990, PEC Enterprises LLC purchased the property at 606 Main Street Loyalton ( APN #s 017-104-005-0) from the Bowlings.

We are in process of selling this property to new owners with a close of escrow scheduled for 3/31/2020.

The title company handling our escrow has issued a preliminary title report and within the report is a recorded lease between Donald and Richard Bowling as Owners and Sierra County as Tenant. Unfortunately, both Donald and Richard Bowling are now deceased. I have attached a copy of the lease agreement. It is our desire to transfer clear title to the property to the new owners.

We are requesting that Sierra County issue a letter terminating the agreement as permitted under the agreement on page 2 paragraph D: TERMINATION FOR CONVENIENCE OF COUNTY at its March 3, 2020 Board of Supervisors Meeting.

I have included our escrow officer who is handling the escrow and her contact information here:

**Donna Catlett**  
Escrow Officer  
First American Title Co.  
6232 La Salle Avenue, 3<sup>rd</sup> Floor  
Oakland, CA 94611  
510-285-2307  
Fax 866-493-5436  
[dcatlett@firstam.com](mailto:dcatlett@firstam.com)

97604

6-2-87 OFFICIAL RECORDS -045  
RECORDING REQUESTED

BY: Sierra County

88 MAR 17 AM 9: 56

SIERRA COUNTY, CA LEASE AGREEMENT FOR REAL PROPERTY  
SANDRA LOVING, RECORDER PUBLIC PARKING AREA - LOYALTON

VOL. 121 PG. 752 FEE N/C

WITNESSETH

~~97422~~

97604

OFFICIAL RECORDS  
RECORDING REQUESTED

BY: Sierra County

88 FEB 17 AM 11: 12

SIERRA COUNTY, CA  
SANDRA LOVING, RECORDER

VOL. 121 PG. 415 FEE N/C

~~97422~~

RECITALS:

- 1) The Sierra County Board of Supervisors by its Resolution No. 87-034 adopted April 21, 1987 attached hereto as Exhibit A and made a part hereof, authorized approval of a lease agreement for establishing a public bus stop area on Sierra County Assessor Parcel 017-104-005-0 in Loyalton, California; and,
- 2) California Government Code, Section 54031 and following authorizes local agencies to acquire, by lease, property for parking motor vehicles; and,
- 3) The property being leased by the County of Sierra is one of the only existing areas available to serve existing businesses and senior citizens in Loyalton, and therefore the lease agreement is in the public interest.
- 4) The proposed lease and use which the property is to be put is in conformity with the adopted General Plan.

NOW THEREFORE, THIS LEASE AGREEMENT executed as of this 2nd day of June, 1987 between the County of Sierra, County Service Area Five, hereinafter referred to as "COUNTY and Donald E. Bowling and Richard Nathan Bowling, hereinafter referred to as "OWNER", the parties hereto mutually agree as follows:

A. DESCRIPTION OF PROPERTY

"OWNER" is the record owner of Sierra County Assessor Parcel 017-104-005-0 located south and adjacent to State Route 49 and being a portion of lot 10 block 6 of the Roberts Addition located in Loyalton, California. The specific area being leased under the terms of this agreement is a parcel of land approximately 30 feet in width by 30 feet in length as more particularly described on Exhibit B attached hereto and made part hereof.

B. PURPOSE OF LEASE AGREEMENT

"COUNTY", upon execution of the lease agreement and during the term hereof, shall operate and maintain a public bus stop area for the common benefit of the Loyalton Community.

COMPARED

COMPARED

752

~~415~~

C. TERM OF TERMINATION

The term of this lease agreement shall be ten (10) years commencing upon the date of execution of this lease agreement and said term shall be automatically renewed for additional terms of five (5) years unless a written "Notice of termination" is served by either party upon the other party, at least sixty (60) days prior to the anniversary date of this agreement.

D. TERMINATION FOR CONVENIENCE OF COUNTY

"COUNTY" may terminate this lease agreement at any time by notice in writing from "COUNTY" to "OWNER". If the lease agreement is terminated by "COUNTY" as provided herein, "OWNER" will be paid the annual lease payment for the year affected by the termination.

E. COMPENSATION - ANNUAL PAYMENT

Compensation shall be provided by "COUNTY" to "OWNER" in the amount of \$1.00 (One) dollars and no cents for each year that this lease agreement is in effect. Payment shall be provided to "OWNER" by "COUNTY" within thirty (30) days after expiration of each annual anniversary date that this lease agreement is in effect.

F. SCOPE OF IMPROVEMENTS - OWNERSHIP

The scope of improvements both contemplated and constructed by "COUNTY" shall be limited to the following:

- 1) Rough grading to create building pad; and,
- 2) Drainage to accommodate any anticipated surface run-off; and,
- 3) Construction of walkways along street frontages; and,
- 4) Necessary signs, directional markings and improvements to provide safe access; and,
- 5) Erection of bus stop shelter.

Any improvements, modifications, or attachments made to or upon the property being leased under this lease agreement shall be the sole and exclusive property of "COUNTY" and upon termination of the lease agreement, "COUNTY" shall remove all such improvements, modifications, or attachments by the termination date or all such improvements, modifications or attachments shall become the property of "OWNER". Upon termination, "COUNTY" shall surrender the premises in a good, clean and sanitary condition.

G. COMPLIANCE WITH LOCAL LAWS

"COUNTY" shall comply with all local and state laws, ordinances, and codes in performing any work embraced by this lease.

H. TRAFFIC SAFETY-REGULATIONS-ENFORCEMENT

"COUNTY" shall maintain a safe bus stop area and shall create and enforce ordinances regulating use on the property including but not limited to time restrictions, loitering, and other reasonable restrictions.

"COUNTY" may erect and maintain signs to provide appropriate maintenance and operation of the bus stop.

I. RIGHTS OF OWNER

"OWNER" shall have the right to inspect the property subject to this lease at any time and make any reasonable request of "COUNTY" if in the judgment of "OWNER" the use and/or premises are not being maintained in compliance with this lease. It is understood that "OWNER" under this lease agreement surrenders any right to control use of the property described in Exhibit B.

J. INSURANCE

"COUNTY" shall provide adequate liability insurance to protect against any liability to the public incidental to the use of the leased property or resulting from any accident occurring on or about the leased property. A certificate of insurance shall annually be provided to "OWNER" during the term of this agreement to verify existence of insurance. "COUNTY" shall not be responsible for insurance to the public or to "OWNER" as it may relate to the remainder of property owned by "OWNER" and outside of that area described in Exhibit B.

K. TRESPASS

"COUNTY" is not and cannot be responsible for any trespass onto private property which may result from the performance by "COUNTY" under the terms of this agreement.

L. POSSESSORY INTEREST

Parties to this lease agreement recognize that certain rights to property may create a possessory interest as those words are used in the California Revenue and Taxation Code. For all purposes of compliance by "OWNER" with Section §107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the County of Sierra. All questions of initial determination of possessory interest and evaluation of such interest, if any, shall be the responsibility of the Sierra County Assessor and the parties hereto. A taxable possessory interest may be created

by this lease agreement. Such an interest may be subject to property taxation, if created; and the party in whom such an interest is vested shall be subject to the payment of property taxes levied on such an interest.

- M. The following persons shall be contact persons during the term of this lease agreement and all notices, correspondence and demands shall be given to:

"COUNTY"

Office of the Director  
Sierra County Department of Public Works  
P. O. Box 98  
Downieville, California 95936

"OWNER"

Donald E. Bowling, JT and  
Richard Nathan Bowling, JT  
P. O. Box 282  
Loyalton, California 96118

N. TRANSFERABILITY

This lease agreement shall be binding on all successors in interest as it may relate to the parcel which is affected by this lease.

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Executed on this 2nd day of June, 1987 at  
Downieville, Sierra County, California.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be  
executed by their respective officers, duly authorized, the provisions of  
which agreement are effective as of the day, month and year herein above  
written.

BY: (OWNER)/S/

BY: (COUNTY)

Richard Bowling  
Richard Bowling

J. McCaffrey  
CHAIRMAN, BOARD OF SUPERVISORS

Subscribed and sworn to before me on  
FEBRUARY 16, 1988 Mr. Donald E. Bowling  
and Richard Nathan Bowling.

Sandra Loving  
Sandra Loving, Sierra County Clerk Recorder

Approved as to form:

William Abbott

Legal Advisor  
William Abbott

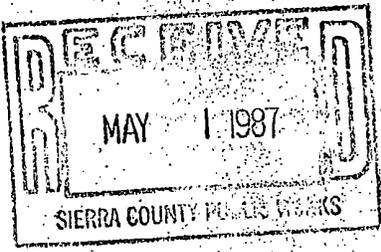
for

ATTEST:

Sandra Loving  
SANDRA LOVING  
CLERK OF THE BOARD OF SUPERVISORS

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF  
AUTHORIZING THE  
EXECUTION OF A LEASE  
FOR PARKING PURPOSES  
IN LOYALTON



RESOLUTION NO. 87-034

RECITALS:

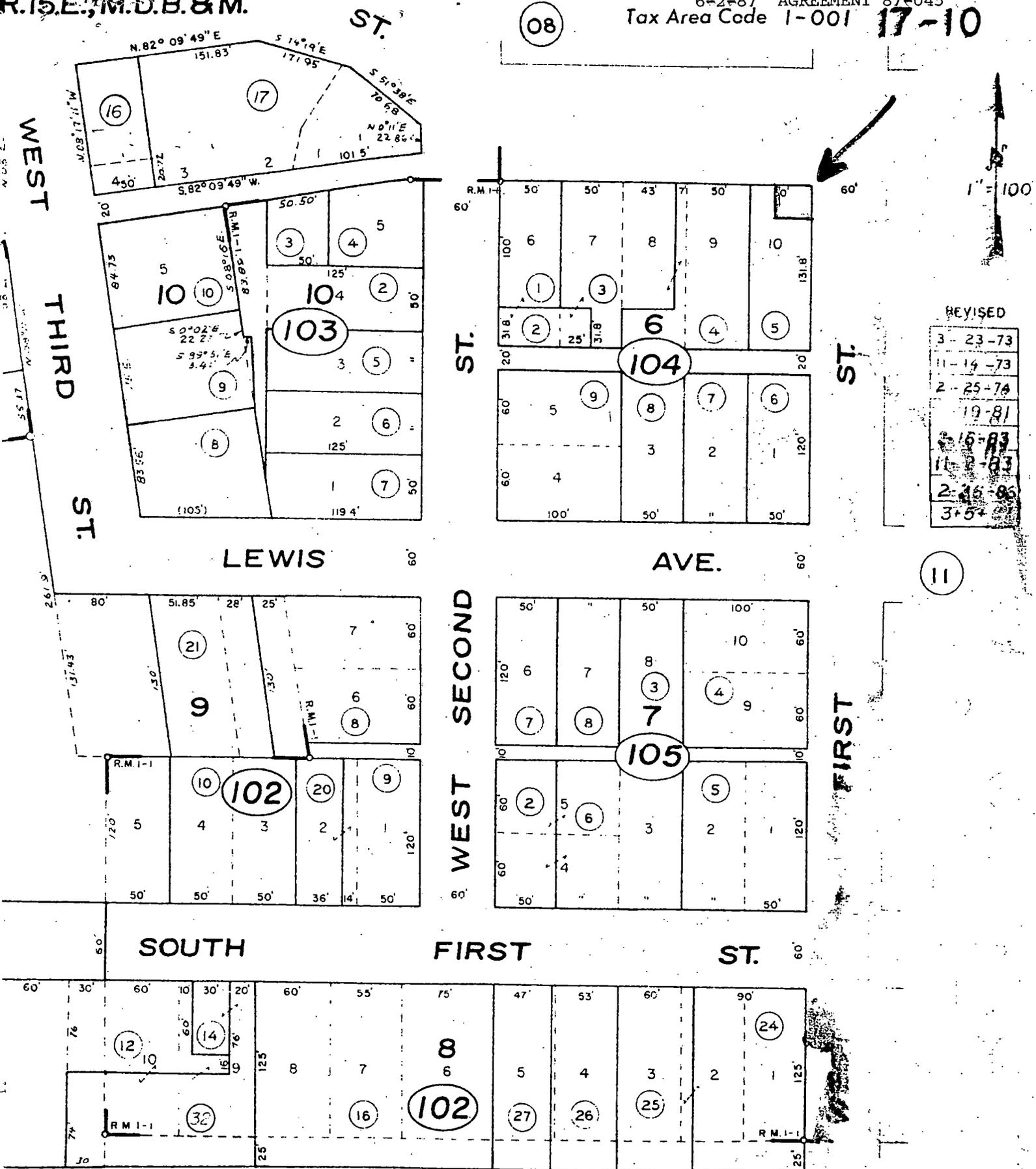
1. The County of Sierra, Service Area V, wishes to execute a lease for the use of a certain parcel of land in Loyalton (map attached as Exhibit "A") for a public bus stop area; and
2. The record owner of this parcel has favorably expressed an intent to offer for lease said parcel of land for specific parking purposes and for an acceptable term; and
3. The County Planning Department has found that the intended use of public parking is consistent with the County General Plan.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA RESOLVES AND DECLARES that the execution of the lease agreement attached hereto as Exhibit "B" and made a part hereof between the County of Sierra, Service Area V and Mr. Don Bowling for establishment of a public bus stop area is in the public interest and for general welfare of the Loyalton area and is hereby authorized for approval and execution and the Clerk is directed to record the lease agreement with the County Recorder upon execution of both parties.

Adopted the 21st day of April, by the following vote:

- AYES: Supervisors Hayes, Lewis, McCaffrey, Marin, and McHenry
- NOES: None
- ABSTAINED: None
- ABSENT: None

*J. McCaffrey*  
CHAIRMAN, BOARD OF SUPERVISORS



REVISED

3-23-73
11-14-73
2-25-74
19-81
16-83
11-2-83
2-16-86
3-5-

(12)

97604

Assessor's Map Bk 17 Pg. 10

County of Sierra, Calif.

NOTE—Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.

97422

1958

758 421



BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. 2019-153

APPROVING THE SURPLUS OF A VEHICLE

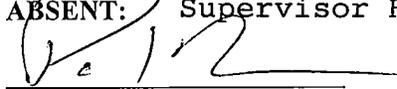
**WHEREAS**, in accordance with established Board of Supervisors procedure, it is possible for individual departments to surplus serviceable vehicles to General Fund Departments, and;

**WHEREAS**, the Department of Social Services also wishes to surplus a 2007 Honda CRV, VIN# 5J6RE48367L016415, License #1259383;

**NOW THEREFORE BE IT RESOLVED**, that the Sierra County Board of Supervisors does hereby declare the surplus of one vehicle from the Department of Social Services.

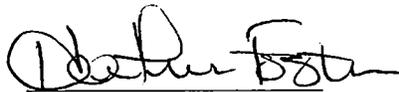
**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 3<sup>rd</sup> day of December, 2019, by the following vote:

**AYES:** Supervisors Adams, Beard, Dryden, Roen  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Supervisor Huebner

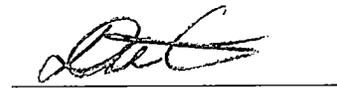
  
\_\_\_\_\_  
PAUL ROEN  
Chairman, Board of Supervisors

**DEC 03 2019**  
\_\_\_\_\_  
Date

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

<b>MEETING DATE:</b> March 3, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Sierra County Sheriff's Office  
**APPROVING PARTY:** Sheriff Mike Fisher  
**PHONE NUMBER:** (530) 289-3700

**AGENDA ITEM:** Resolution approving Boating Safety and Waterways Financial Aid Program Agreement for Fiscal Year 2020-2021 between Sierra County and California State Parks Boating and Waterways. This program reimburses the county for costs of operating such program, some of which responsibilities would have to be undertaken by this office without agreement at expense of general fund.

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

**BACKGROUND INFORMATION:** Since 1971, the county has been the recipient of state aid to support a boating safety and enforcement program. This resolution approves the agreement overseeing that funding.

**FUNDING SOURCE:** CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS GRANT  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$ 57,088.00 N/A

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

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

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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**COMMENTS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
DATE

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

**RESOLUTION APPROVING AGREEMENT BETWEEN THE SHERIFF'S OFFICE  
AND DEPARTMENT OF BOATING AND WATERWAYS REGARDING FINANCIAL  
AID FOR FISCAL YEAR 2020-2021**

**Resolution 2020-**

**BE IT RESOLVED THAT:**

1. Project Agreement captioned Boating Safety and Enforcement Financial Aid Program Agreement by and between the County of Sierra ("the County") and Contracting Party:

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

dated July, 1, 2020 is hereby approved;

2. The responsible administrators for said Agreement are

**County:** Mike Fisher, Sheriff-Coroner

**Contractor:** Joanna Andrade, Associate Boating Administrator

3. The **County** agrees to comply with Harbors and Navigation Code, Section 663.7(e): The department shall not allocate funds to any county or a public agency within a county unless the department receives a resolution adopted annually by the board of supervisors authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels. The money allocated to a county pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that county.
4. The Responsible Administrator for the County designated above and/or the Chairman of the Board of Supervisors is authorized to execute the subject Agreement.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 3<sup>rd</sup> day of March, 2020, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

COUNTY OF SIERRA

\_\_\_\_\_  
JIM BEARD, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
CLERK TO THE BOARD

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



**Boating Safety and Enforcement Financial Aid Program Agreement**

This agreement entered into this *1<sup>ST</sup> day of July, 2020*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called “Department,” and the *COUNTY OF SIERRA*, hereinafter called “Agency”;

**WITNESSETH**

**WHEREAS**, Contingent on approval of the Fiscal Year 2020-2021 budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

**WHEREAS**, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

**WHEREAS**, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

**NOW, THEREFORE**, it is mutually agreed as follows:

**I. Applicable Law**

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

**II. Description of Services**

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

**III. Payments**

- A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed **\$57,088.00** for the agreement term in full consideration of Agency’s performance of the services described in this agreement.
- B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a \_\_\_ monthly **OR** \_\_\_ quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

**IV. Records**

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

**V. Notice**

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

***TO DEPARTMENT***

*Ms. Joanna Andrade*  
*Department of Parks and Recreation*  
*Division of Boating and Waterways*  
*One Capitol Mall, Suite 500*  
*Sacramento, CA 95814*

***TO AGENCY***

*Sierra County Sheriff*  
*100 Courthouse Square*  
*Downieville, CA 95936*

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

**VI. Term**

This agreement shall be for the term beginning **July 1, 2020**, and ending **June 30, 2021**.

**VII. Prior Agreements**

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

**VIII. Amendment**

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

**IX. Termination**

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

**X. Special Provisions**

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.
- D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

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

*California Department of Parks and Recreation,  
Division of Boating and Waterways*

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

“Department”

COUNTY OF SIERRA

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

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

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

“Agency”

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

<b>MEETING DATE:</b> March 3, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Sierra County Sheriff's Office  
**APPROVING PARTY:** Sheriff Mike Fisher  
**PHONE NUMBER:** (530) 289-3700

**AGENDA ITEM:** Resolution approving Everbridge Services Agreement for "reverse 911" services, under the FY-19 Homeland Security Grant.

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

**BACKGROUND INFORMATION:** On February 18, 2020, the BOS approved canceling the contract with 'CodeRED' for reverse 911 services in Sierra County. During the BOS discussion it was decided to go with Everbridge to provide this service for a year in anticipation of the OES State contract with Everbridge. Everbridge reverse 911 services will be included at no cost at a dramatically decreased cost to Sierra County once the new E911 system is in place by late 2021.

**FUNDING SOURCE:** FY-2019 Homeland Security Grant  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$5780.86 One Time Expense

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

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

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b></p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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

\_\_\_\_\_  
DATE

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

**RESOLUTION APPROVING SERVICES AGREEMENT FOR EVERBRIDGE  
SERVICES SOFTWARE**

**Resolution 2020-**

**WHEREAS**, the Sierra County Board of Supervisors by previous action authorized the termination of the “Code Red” services agreement 2011-011 as part of the transfer to the E-9-1-1 software upgrade to Everbridge.

**WHEREAS**, the purchase of emergency notification system software and service has been recommended by the Sierra County Sheriff, and the Director of Emergency Services, and funding from the FY-2019 State Homeland Security Grant will be used to cover the annual cost.

**WHEREAS**, the Everbridge emergency notification system software is a specialized item, and is the software chosen to be used by the state when the E-9-1-1 upgrade is completed throughout California.

**WHEREAS**, emergency notification system software will be available at no cost or at a dramatically decreased cost when the E-9-1-1 system is implemented in late 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the Sierra County Board of Supervisors hereby waives formal bid requirements in accordance with Chapter 5.04.090.50 (B) 4 of the Sierra County Code, and approves the Everbridge Services Agreement.

**BE IT FURTHER RESOLVED** that the Chairman of the Board or the Sheriff of the County is the designated signatory for the purchase agreement, and that the Auditor is authorized to make payment for such purchase upon presentation of proper documentation.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 3<sup>st</sup> day of March, 2020 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

COUNTY OF SIERRA

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JIM BEARD, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

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HEATHER FOSTER  
CLERK TO THE BOARD

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DAVID PRENTICE  
COUNTY COUNSEL



155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA

tel: +1-818-230-9700  
fax: +1-818-230-9505

www.everbridge.com

## Quotation

### Prepared for:

Michael Fisher  
Sierra County, CA  
207 Front St  
Loyalton CA 96118  
United States  
Ph: (530) 289-3700  
Fax: +1.530.993.6790  
Email: mikefisher@sierracounty.ca.gov

**Quote #:** Q-37786  
**Date:** 11/19/2019  
**Expires On:** 3/31/2020  
**Confidential**

**Salesperson:** Nathan Russell  
**Phone:**  
**Email:** nathan.russell@everbridge.com

### Contract Summary Information:

Contract Period: 12 Months

### Contact Summary:

Household Count:	1,158
Employee Count:	

QTY	Product Code	Description	GSA Classification	Price
3,000	101-11-11-0254-000	Mass Notification Base - Tier 1	GSA Product	USD 4,282.12
3,000	101-01-11-1027-000	Everbridge Community Engagement - Tier 1	GSA Product	USD 1,070.53
1	SETUPFEES	Calculated Set Up Fee	Open Market	USD 428.21

### Pricing Summary:

Price:	USD 5,352.65
Year One Fees:	USD 5,352.65
One-time Implementation and Setup Fees:	USD 428.21
Professional Services:	USD 0.00
<b>Total Year One Fees Due:</b>	<b>USD 5,780.86</b>

**Terms & Conditions**

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

**Authorized by Everbridge:**

**Signature:**

**Date:**

\_\_\_\_\_

**Name (Print):**

**Title:**

\_\_\_\_\_

\_\_\_\_\_

**To accept this quote, sign, date and return:**

**Signature:**

**Date:**

\_\_\_\_\_

**Name (Print):**

**Title:**

\_\_\_\_\_

\_\_\_\_\_

155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA  
Tel: +1-818-230-9700  
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



## Everbridge Mass Notification for State and Local Government (BASE)

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

### Usage\*

Unlimited Domestic Emergency Alerts and Testing Messages

Unlimited Domestic Non-Emergency Alerts Messaging

\*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.

### Core Platform Access

Unlimited Administrators for web-based portal to initiate messages, reporting, and administration

Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, etc.)

Three (3) Organization with unlimited nested static and dynamic groups

Access to Everbridge Elastic Infrastructure for message delivery

Custom branded community opt-in portal with custom fields and opt-in subscriptions

Flexible role-based access controls to manage user permissions

Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Access to Auto-Translate and Missing Person Message Guides

### Key Notification Features

Integrated GIS/Map-based, rule-based, group-based, or individual contact selection

Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages

One-screen broadcast creation workflow to speed message creation and reduce human error

Everbridge Network to access situational intelligence & notifications shared by other public and private groups

Publish notifications directly Facebook and Twitter

Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'

Publish notifications directly to the Smartphones of residents and employees via ContactBridge

Access to IPAWS for authorized agencies

Contact filtering based on custom criteria

Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)

Automatic address geo-coding for contacts

Organization specific customizable caller ID, greetings, and broadcast settings

SMPP based SMS text messaging

Multi-language Text to Speech Engine and Custom Voice Recording

Real-time reporting for improved situational awareness and easier after action analysis

5 Live Operator Message Initiations per year

Interactive Dashboard for Organizational Activity Summary

Unlimited Notification Templates

Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API

Bulk Contact Management Automation via Secure FTP

Audio Bulletin Board

4 Everbridge basic conference bridge codes

### Set-up, Implementation & Support

Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation

Self Service Administrative Set-up, Configuration and Default Preferences

Initial Member Data Upload and Test Broadcast Support

Unlimited Access to Everbridge University classes

24x7 Customer Support (phone, web, email)

Global Support/Operations Centers for Redundant Live Support

## Everbridge Community Engagement (SLG)

The Community Engagement solution supports easy opt-in capabilities for both public and private events. Gathering opt-ins, whether the general public or internal stakeholders, can be very difficult. With mobile keywords, large groups of people can easily opt-in to a database by texting a keyword. Additionally, the Visitor Engagement solution allows you to publish event-focused web pages to increase the visibility and safety of your event.

<b>Usage</b>
<ul style="list-style-type: none"> <li>• Unlimited email messages</li> <li>• Unlimited Facebook &amp; Twitter postings</li> <li>• Unlimited SMS Messages within the United States</li> </ul>
<b>Core Platform Access</b>
<ul style="list-style-type: none"> <li>• Unlimited administrators for web-based portal to initiate messages, reporting and administration</li> <li>• Unlimited number of keyword opt-in recipients</li> <li>• Access to five event keywords</li> <li>• Access to public and private event web pages that are integrated with the Member Portal and can include registration widgets and social sharing options (so visitors can share your notifications to their social networks)</li> </ul>
<b>Key Notification Features</b>
<ul style="list-style-type: none"> <li>• Publish event-based notifications via email and SMS</li> <li>• Publish event-based notifications directly to Facebook and Twitter</li> <li>• Publish event-based notifications directly to event web pages</li> <li>• Publish event-based notifications directly to Member Portal</li> <li>• Automatic opt-in expirations</li> <li>• Zip Code opt-in functionality for residents</li> <li>• Google Public Alerts integration</li> <li>• SMPP based SMS text messaging</li> <li>• Messaging templates to speed up communications</li> <li>• SMS, email, delivery reporting</li> </ul>
<b>Set-up, Implementation &amp; Support</b>
<ul style="list-style-type: none"> <li>• Self-service administrative set up, configuration and default preferences</li> <li>• Initial member data upload and test broadcast support</li> <li>• Unlimited access to Everbridge University classes</li> <li>• 24x7 customer support (phone, web, email)</li> <li>• Global support/operations centers for redundant live support</li> </ul>



**CLIENT REGISTRATION FORM**

\*Required information

**\*CONTRACTING PARTY / COMPANY NAME:**

Sierra County California

**\*REQUESTOR / APPROVER OF SERVICE PURCHASE**

Contact Name:

Mike Fisher

Phone Number:

(530) 289-3700

Email Address:

mikefisher@sierracounty.ca.gov

Alternate Phone:

(530) 289-2892

**\*INVOICE DELIVERY / REMITTANCE EMAIL(S):**

mikefisher@sierracounty.ca.gov / Alongmcgie@sierracounty.ca.gov

**\*IS PURCHASE ORDER REQUIRED FOR PAYMENT?**

Yes \_\_\_\_\_ No

If Yes, P.O. must be submitted at time of purchase. Failure to do so may result in processing delays. Forward to your sales representative.

(U.S. Clients only)

**\*IS YOUR ORGANIZATION EXEMPT FROM PAYING SALES AND USE TAX?**

Yes \_\_\_\_\_ No

If YES, please submit Tax Exemption Certificate to your sales representative.

\*FAILURE TO PROVIDE PROOF OF EXEMPTION OR DIRECT PAY PERMIT WILL BE SUBJECT TO SALES TAX, WHERE APPLICABLE

**\*BILL-TO ADDRESS:**

Contact Name:

Mike Fisher - Sierra County Sheriff's Office

Address:

PO Box 66

City:

Downieville

State/Province/Region:

CA

Postal/Zip Code:

95936

Country:

USA

**\*ACCOUNTS PAYABLE CONTACT:**

Contact Name:

Autumn Long-Mcgie

Email Address:

alongmcgie@sierracounty.ca.gov

Phone Number:

(530) 289-2880

Fax Number:

(530) 289-3318

**PURCHASER CONTACT INFORMATION:**

Contact Name:

Mike Fisher

Email Address:

mikefisher@sierracounty.ca.gov

Phone Number:

(530) 289-3700

Fax Number:

(530) 289-3318

Department:

Sheriff's Office

Department:

Sheriff's Office

**NOTES / SUBMIT INSTRUCTIONS:**

**VENDOR REGISTRATION FORMS / REQUIREMENTS (EX: W9, ACH/WIRE INSTRUCTIONS)**

Forms requiring completion must be emailed back to the sales representative.

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

<b>MEETING DATE:</b> March 3, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Clerk-Recorder/Elections  
**APPROVING PARTY:** Heather Foster, Clerk-Recorder  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Minutes from the regular meeting held on January 21, 2020.

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

**BACKGROUND INFORMATION:**

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

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

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

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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**COMMENTS:**

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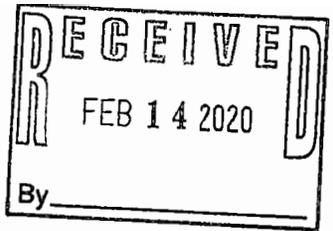


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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

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



# NOTICE OF PREPARATION TO HARVEST TIMBER

A Non-Industrial Timber Management Plan (NTMP) or Amendment has been submitted to the California Department of Forestry & Fire Protection (CAL FIRE). CAL FIRE will be reviewing the proposed timber operation for compliance with State law and rules of the Board of Forestry and Fire Protection. The following briefly describes the proposed timber operation and where and how to get more information. In accordance with the timeline stated under Public Resources Code Section 4593.7, you may submit written public comments on the NTMP or Amendment for CAL FIRE to consider.

(rev. 01/31/2019)

### This notice applies to (select one below):

- New Non-Industrial Timber Management Plan
- Amendment to an Approved Non-Industrial Timber Management Plan

**Applicant Information** (Plan Submitter should match those listed in the NTMP or Amendment.)

1. The name of the Plan or Amendment Submitter: Kenton Ventures LLC, Doug White and Jason white, Managers

**Project Summary** (County, legal description, acres proposed to be harvested and treatments to be used should match those listed in the NTMP or Amendment.)

2. Location of the proposed NTMP area (county, legal description, approximate direction & approximate distance of the NTMP area from the nearest community or well-known landmark):

Sierra County, Sections 32, 33, & 34 T19N R10E MDBM and Section 4 T18N R10E, Approximately 0.5 miles west of the town of Alleghany, CA

3. The name of the nearest perennial blue line stream flowing through or downstream from the NTMP area:

Kanaka Creek and Wet ravine

4. The acreage of the area to be included in the NTMP: 291

5. The silvicultural method(s) proposed:

Group Selection, Fuelbreak / Defensible Space, Special Treatment area

6. **Public Information:** The review times allowed for CAL FIRE to review the proposed timber operation are variable in length, but limited. To ensure CAL FIRE receives your comments please read the following:

The estimated earliest possible date CAL FIRE may **APPROVE** the NTMP or Amendment is: 3/27/2020  
(This date is 45 calendar days from receipt of the NTMP or Amendment by CAL FIRE.)

**NOTE: THE ESTIMATED EARLIEST APPROVAL DATE IS PROBABLY NOT THE ACTUAL APPROVAL DATE.**

Normally, a much longer period of time is available for public comment and preparation of CAL FIRE's responses to public comments. Please check with CAL FIRE, prior to the above listed date, to determine the actual date that the public comment period closes.

The public may review, or purchase a copy of, the NTMP or Amendment at the CAL FIRE Review Team Office shown below. The cost to obtain a copy is 37 cents for each page, \$2.50 minimum per request. The cost to obtain a copy of this NTMP or Amendment is: \$57.35  
(to be completed by CAL FIRE upon receipt of NTMP)

Questions or concerns regarding this plan may be directed to CAL FIRE Review Team Office shown below or email to [ReddingPublicComment@fire.ca.gov](mailto:ReddingPublicComment@fire.ca.gov) for incorporation into an Official Response Document. Please include the plan number on all correspondence.

Forest Practice Program Manager  
CAL FIRE  
6105 Airport Road  
Redding, CA 96002  
(530) 224-2445

The NTMP may be viewed online at <https://caltreesplans.resources.ca.gov/caltrees/> You are not required to register in CalTREES to review a harvest document.

A map showing the approximate boundary of the NTMP area, a map legend, and a scale is attached to help in locating where the proposed timber operation is to occur.

**For CAL FIRE Use Only**

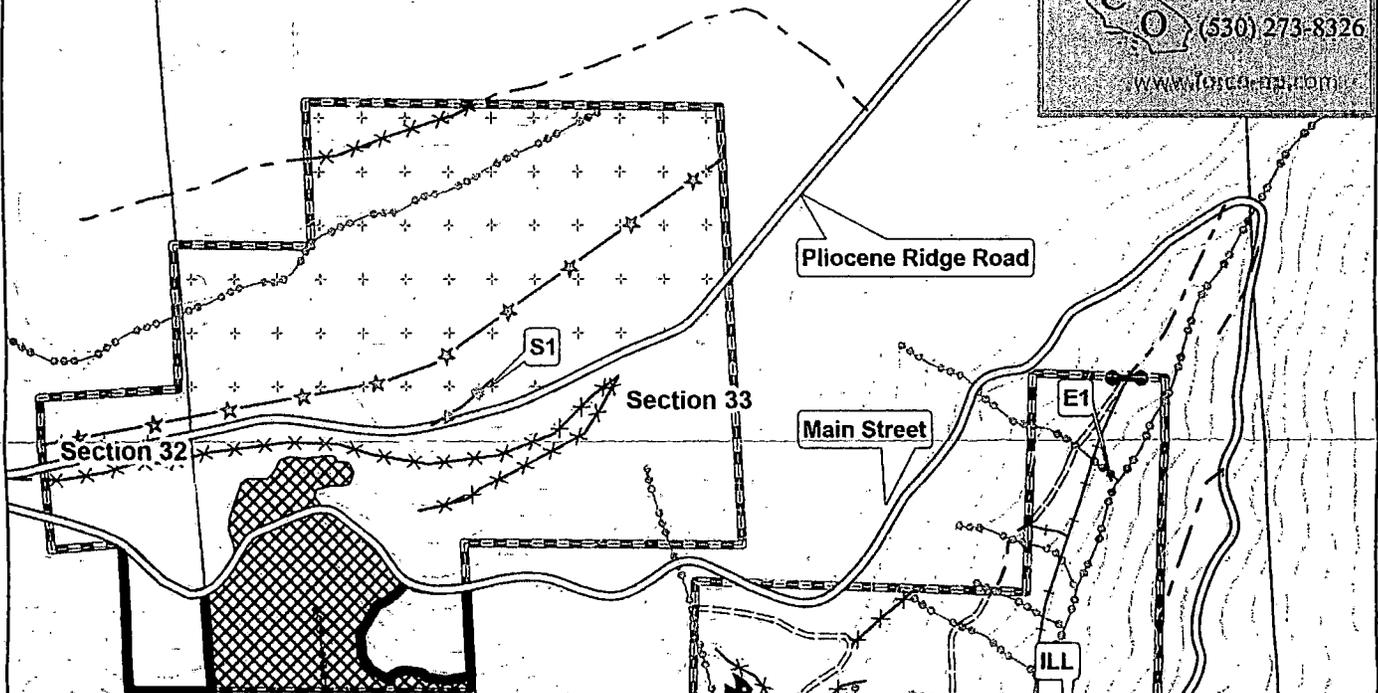
NTMP Number:

Date of Receipt:

RECEIVED  
FEB 11 2020  
REDDING  
FOREST PRACTICE

Section 29 Section 28

**Forester's Co-Op**  
 Professional Forestry  
 & GIS Services  
 (530) 273-8326  
 www.foresterscoop.com



**Gold Star NTMP Operations Map**

Sec 32, 33 & 34 T19N R10E MDBM  
 & Sec 04 T18N R10E MDBM  
 Alleghany USGS 7.5' Quad  
 Kanaka & Luck Dog Creek Watersheds  
 Sierra County

**40' Contour**

- Water Tank
- Structure
- Powerlines
- In Lieu Skid Trail
- In Lieu Road (IL1), (IL2)
- In Lieu Landing (ILL)
- Gate
- Property Boundary

**NTMP Areas**

- Cable operation, group selection
- Management Unit 1, Group Selection
- Management Unit 2, Fuel Break/Defensible Space
- Out, N/A
- Special Treatment Recreation Area

**NTMP Roads**

- Appurtenant, Permanent
- Appurtenant, Seasonal Native Surface
- Existing Road, Seasonal Native Surface
- Existing Public Road
- New Construction

**Watercourses**

- Class I
- Class II
- Class III

1:10,000

0 0.1 0.2 0.4 Miles

Prepared by AIC Aug 15, 2019

