



STATE OF CALIFORNIA, COUNTY OF SIERRA  
BOARD OF SUPERVISORS  
AGENDA  
REGULAR TELECONFERENCE 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 - 209-479-2770 - [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 17, 2020 via teleconference. Locations available to the public to attend the teleconference meeting will be in the Board of Supervisors' Chambers, Courthouse, Downieville, CA and the Sierra County Probation Department, 105 Beckwith Street, Loyalton, CA. This meeting will be recorded for posting on the Board of Supervisors' website at [www.sierracounty.ca.gov](http://www.sierracounty.ca.gov).

**NOTICE**

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

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

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

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

## **REGULAR AGENDA**

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

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

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

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

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

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

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

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

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

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

### **6. HEALTH & SOCIAL SERVICES - VICKIE CLARK**

- 6.A. Resolution adopting amended Health & Social Services/Behavioral Health Fees and Charges - Schedule F to Resolution 2018-024, Sierra County Fee Schedules.

Documents:

[HHS Amn Fees.pdf](#)

- 6.B. Introduction and first reading of proposed ordinance adding Subsection C to Section 36.05.050 and amending Section 36.05.060, Subsection B and Section 36.05.070 of the Sierra County Code pertaining to Storage of Hazardous Substances In Underground Tanks.

Documents:

[Hazardous Substance Ordinance.pdf](#)

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

7.A. Discussion and direction on Library Services Agreement with Plumas County.

Documents:

[Library Discussion.pdf](#)

7.B. Resolution adopting findings and authorizing appointment of retired annuitant to a temporary position.

Documents:

[Retired Annuitant Resolution.pdf](#)

7.C. Resolution requesting appropriation in the amount of \$5,000 to cover the costs of removing the existing knife transfer switch and replacing with an automatic transfer switch for the County Courthouse Generator.

Documents:

[Transfer Switch.pdf](#)

7.D. Resolution of Appreciation honoring Mr. Dennis Marsh, County Road Superintendent, and recognizing his retirement from County Service effective December 5, 2019.

Documents:

[Appreciation.pdf](#)

## 8. BOARD OF SUPERVISORS

8.A. Discussion/adoption of resolution establishing a policy for the award of county property to retiring employees. (CLERK OF THE BOARD)

Documents:

[County Property Policy.pdf](#)

8.B. Appointment to the Cemetery District No. 2. (CLERK OF THE BOARD)

Documents:

[Cem Dist 2.pdf](#)

## 9. CLOSED SESSION

9.A. Closed session pursuant to Government Code Section 54957 - performance review regarding County Counsel.

Documents:

[Closed Session PE CC.pdf](#)

- 9.B. Closed session pursuant to Government Code Section 54957 - performance review regarding Director of Planning and Transportation.

Documents:

[Closed Session PE.pdf](#)

- 9.C. Closed session pursuant to Government Code Section 54956.9(a) - conference with legal counsel regarding the following litigation: ARP - Loyaltan Cogen LLC Chapter 11 Bankruptcy - United States Bankruptcy Court Central District Case No. 8:20-bk-10535-ES.

Documents:

[Closed Session ARP BK.pdf](#)

- 9.D. Closed session pursuant to Government Code section 54956.9(a) - conference with legal counsel regarding the following litigation: Sierra County v. Loyaltan Mobile Home Park, Sierra County Superior Court Case No. 7677.

Documents:

[Closed Session LMHP.pdf](#)

## 10. **TIMED ITEMS**

- 10.A. 10:00 AM PUBLIC HEALTH CORONAVIRUS PRESENTATION  
Presentation by Sierra County Public Health on the Coronavirus.

Documents:

[Coronavirus presentation.pdf](#)

## 11. **CONSENT AGENDA**

Items placed on the Consent Agenda are of a routine and non-controversial nature and are approved by a blanket roll call vote. At the time the Consent Agenda is considered, items may be deleted from the Consent Agenda by any Board member or Department Manager and added to the Regular Agenda directed by the Chairman.

- 11.A. Approval of County Certification of Network Adequacy Data and Documentation Submission. (BEHAVIORAL HEALTH)

Documents:

[NACT Board.pdf](#)

- 11.B. Resolution approving the Agency Agreement between Sierra County Behavioral Health and the Tulare County Superintendent of Schools to support the development and/or expansion of Friday Night Live Youth Councils and authorizing Lea Salas, Administrative Director of Behavioral Health to sign the agreement to secure funds. (BEHAVIORAL HEALTH)

Documents:

[Tulare County Board.pdf](#)

- 11.C. Amendment to Sierra County Agreement 2020-008 with Flaherty Engineering, Inc. to correct base contract fee. (PUBLIC WORKS)

Documents:

[Flaherty Amend.Item.pdf](#)

- 11.D. Resolution approving agreement for Federal Apportionment Exchange Program and State Match Program California Department of Transportation-NonMPO County (X20-5913(075)). (PUBLIC WORKS)

Documents:

[Exchange Funding.Item.pdf](#)

- 11.E. Resolution adopting amended Clerk-Recorder Fees and Charges - Schedule D to Resolution 2018-024, Sierra County Fee Schedules. (CLERK-RECORDER)

Documents:

[Clerk Recorder Amn Fees.pdf](#)

- 11.F. Amendment to Agreement 2019-083, Hart Intercivic Project Change Form, to increase annual license and support services to 5 years and approval of purchase of additional Hart Verity Voting System components, Quote No. 6135. (ELECTIONS)

Documents:

[Amn to Hart Verity Agm.pdf](#)

- 11.G. Resolution authorizing the Auditor to make certain changes to the 2019/2020 Final Budget for Elections - Voting System Replacement funding. (ELECTIONS)

Documents:

[Budget Adjustment Elections.pdf](#)

- 11.H. Minutes from the regular meeting held on February 4, 2020. (CLERK-RECORDER)

Documents:

[02042020 minutes.pdf](#)

- 11.I. Minutes from the regular meeting held on February 18, 2020. (CLERK-RECORDER)

Documents:

[02182020 minutes.pdf](#)

11.J. Minutes from the regular meeting held on March 3, 2020. (CLERK-RECORDER)

Documents:

[03032020 minutes.pdf](#)

**ADJOURN**



# Memorandum

**To:** Sierra County Board of Supervisors

**From:** Vickie Clark, Director

**Reference:** Agenda Item

**Date of memo:** March 9, 2020

**Date of Board Meeting:** March 17, 2020

**Requested Action:** Approval of Amended Schedule of Sierra County Fees and Charges for Public Health & Social Services.

**Mandated by:**

## Funding

**Budgeted?** YesX      No

<b>Revenue</b>	50,000	As of March about \$21,000 collected
<b>Expenses</b>		
<b>Difference</b>		

**Background Information:** Most of the fees on the Public Health fee schedule are generated through the Environmental Health Department. Sierra County receives minimal funding to operate the required Environmental Health programming. The combined costs across the Environmental Health programming for the 2019-20 budget are about \$250,000 with \$170,000 coming from Realignment and fees. That equates to 68% county funded. Two years ago we did a thorough review of the Environmental Health fee schedule. At that time, it had not been updated for over a decade. We calculated a weighted hourly rate for services and implemented a four-year plan to incrementally increase rates that are more in line with the costs of doing business.

We use the annual renewal of fees to review the current schedule and make appropriate adjustments to align accurately with state requirements and service provisions.

- This year we added a couple of fees related to small water systems as well as reduced the annual permitting for state small water systems.
- Re-evaluation of food facility fees resulted in the continuation of the 2019 fees with no increase and a decrease to the cottage food permitting.
- Organized Camp, Detention Facilities, Liquid Waste Haulers and Recreational Health permitting fees as well as the hourly review and request for services will all remain at the 2019 level.
- Over this past year we have increased our experience and knowledge of the hands-on field work and documentation requirements of the CUPA programming. We also did another comparison of fees being charged in the region. All of this has resulted in five fees needing to be increased beyond the projections set for 2020 in order for us to better recoup our costs. In addition, the balance of services charged at our hourly rate remained at the 2019 level.
- All Animal Licensing fees except for tag replacements and kennel fees will remain at the 2019 rates.

There are no changes to the Public Health Immunization fee schedule for 2020.

**Potential Issues to consider:**

**Alternatives or Impacts of disapproval:**

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

**RESOLUTION ADOPTING AMENDED SCHEDULE F  
HEALTH & SOCIAL SERVICES/  
BEHAVIORAL HEALTH  
TO RESOLUTION 2018-024  
SIERRA COUNTY FEE SCHEDULES**

**Resolution 2020 -**

**BE IT RESOLVED** that the Sierra County Board of Supervisors hereby approves the amendment to Sierra County Resolution 2018-024, Schedule F, Fees and Charges for Sierra County Health & Social Services/Behavioral Health, attached hereto.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 17th day of March, 2020, by the following vote:

AYES: Supervisors  
NOES: None  
ABSTAIN: None  
ABSENT: None

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

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
HEALTH & SOCIAL SERVICES/BEHAVIORAL HEALTH  
SCHEDULE F**

SERVICE	SERVICE CHARGE & FEE
<b>ENVIRONMENTAL HEALTH FEES</b>	
FOOD FACILITY Annual Permit Fee	
0 – 20 Seats	\$203.00
21 – 50 Seats	\$281.00
51+ Seats	\$360.00
Add-on fee for FULL BAR	+\$45.50
FULL BAR w/ only minimal pre-packaged food (no food preparation)	\$203.00
RETAIL MARKETS Annual Permit Fee	
Commercially Prepackaged Food Only (no food preparation)	\$238.00
Add-on for food preparation	+ \$85.00
RESTRICTED FOOD SERVICE FACILITY (Such as Bed & Breakfast, Agricultural Home Stay) Annual Permit Fee	\$203.00
COTTAGE FOOD OPERATOR Annual Permit Fee	
Cottage Food Operator “Class A” Direct	\$91.00
Cottage Food Operator “Class B” Indirect	\$150.00
OTHER FOOD SERVICES ACTIVITIES	
Community Event Organizer	\$108.00
Temporary Food Facility	
- One Time Event	\$75.00
- Yearly	\$150.00
Nonprofit	EXEMPT
Mobile Food Prep Unit / Caterer Permitted	\$150.00
Mobile Food Prep Unit / Caterer (Permitted out of Sierra County, one time event)	\$75.00
WATER SUPPLY APPROVAL	
Add-on fee for potable water verification and/or inspection for food facilities (unless served by a permitted water system)	\$140.00
ORGANIZED CAMP Annual Permit Fee	\$203.00
DETENTION FACILITIES Annual Permit Fee	\$203.00
LIQUID WASTE HAULERS Annual Permit Fee (septic tank and chemical toilet cleaning services)	\$203.00

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
HEALTH & SOCIAL SERVICES/BEHAVIORAL HEALTH  
SCHEDULE F**

SERVICE	SERVICE CHARGE & FEE
<b>RECREATIONAL HEALTH</b> Annual Permit Fee Public Pools/ Spas /Wading Pools Additional pool or spa at same facility	 \$203.00 +\$99.00
<p><i>Permittees who fail to renew their permits on or before July 31st or other established renewal date shall pay an amount equal to 10 percent of the regular fee as a penalty, in addition to the specified permit fees.</i></p> <p><i>Penalty fees shall be accrued monthly.</i></p>	
<b>ONSITE WASTEWATER TREATMENT SYSTEMS - OWTS (Septic System)</b>  New System (conventional OWTS) Major Repair (tank AND drain field) Minor Repair (tank OR drain field ) Engineered or Supplemental OWTS Septic Tank Destruction/Abandonment (only) Annual Operating Permit (when applicable) Add-on for field inspection (if necessary) - hourly fee  OWTS Begun or Completed Without a Permit and/or an Inspection (additional to permit fees)  Preliminary Site Review (Evaluation for feasibility of OWTS – this fee is credited toward OWTS permit fee if applied for within one year of the site review inspection)  Variance Request	 \$339.00 \$339.00 \$220.00 \$610.00 \$238.00 \$60.00 + \$91.00/hr  + \$221.00  \$238.00  \$238.00
<b>WELLS</b>  Water well construction (new domestic or agriculture)  Water well modification (deepen or reperformate)  Geothermal Heat Exchange well- Up to 10 wells on a given parcel	 \$339.00  \$238.00  \$323.00

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
HEALTH & SOCIAL SERVICES/BEHAVIORAL HEALTH  
SCHEDULE F**

SERVICE	SERVICE CHARGE & FEE
Monitoring well – Up to 10 wells per project	\$370.00
Soil Boring – up to 10 borings per project	\$205.00
Well Destruction (water well or monitoring well - up to 10 monitoring wells per project)	\$221.00
Well Begun or Completed Without a Permit and/or an inspection (additional to permit fees)	+ \$221.00
<b>WATER SYSTEMS</b>	
State Small Water System Annual Permit Fee	\$140.00
Water System Sanitary Survey, Inspection, or Plan Review (as needed)	\$91.00/hr
<b>OTHER</b>	
REQUEST FOR SERVICE For services not specifically identified - hourly fee	\$91.00/hr
Plan Review – hourly fee	\$91.00/hr
Construction Inspection – hourly fee	\$91.00/hr
Violation Re-Inspection Fee*– hourly fee	\$91.00/hr
<p><i>*Fee is assessed only if a major violation noted on a previous inspection or report has not been corrected by the required date for correction, as verified by a re-inspection.</i></p>	

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
HEALTH & SOCIAL SERVICES/BEHAVIORAL HEALTH  
SCHEDULE F**

SERVICE	SERVICE CHARGE & FEE
<b>CERTIFIED UNIFIED PROGRAM AGENCY (CUPA) ANNUAL FEES</b>	
BUSINESS PLAN - County Fee per facility	\$178.00
State Surcharge Fee	*Determined by the state
SMALL Quantity GENERATOR (Add-on Fee)	+\$115.00
LARGE Quantity GENERATOR (Add-on Fee)	+\$147.00
Aboveground Storage Tank (AST) Facility Annual Charge per facility (Add-on Fee)	+\$99.00
APSA (State Surcharge Fee)	*Determined by the state
AST Tank Closure/Removal Permit - hourly fee	\$91.00/hr
AST Installation Permit - hourly fee	\$91.00/hr
Underground Storage Tank (UST) Facility Annual Charge per facility (Add-on Fee) State surcharge (per tank )	+\$214.00 *Determined by the state
UST Removal Permit - hourly fee	\$91.00/hr
UST Installation Permit - hourly fee	\$91.00/hr
California Accidental Release Prevention (CalARP) Facility (Add-on County Fee) State Surcharge Fee	+\$397.00 *Determined by the state
FEE for NON-COMPLIANCE Activities (such as red-tag, follow-up inspections, or administrative activities) - hourly fee	\$91.00/hr
CUPA Projects Plan Review - hourly fee	\$91.00/hr

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
HEALTH & SOCIAL SERVICES/BEHAVIORAL HEALTH  
SCHEDULE F**

SERVICE	SERVICE CHARGE & FEE
<b>ANIMAL LICENSING FEES</b>	
<i>All Dogs over 4 months shall be licensed within Sierra County</i>	
<u>Dog License Fees</u>	
One year license - Male/Female	\$30.00
One year license - Neutered/Spayed	\$15.00
Two/Three year license - Male/Female (to coincide with rabies certificate)	\$40.00
Two/Three year license - Neutered/Spayed (to coincide with rabies certificate)	\$20.00
<i>* free for Senior Citizens 65 years of age &amp; older</i>	
Penalty for failure to renew (in addition to license fee)	+ \$20.00
Replacement for lost tags	\$9.00
Dog license Transfer Fee (from another county)	\$7.00
Penalty for failure to procure license within 30 days (in addition to transfer or new license fee)	+ \$20.00
<u>Vicious or Dangerous Animal License</u>	
Application fee (including first annual permit)	\$172.00
Annual permit fee	\$50.00
Penalty for failure to renew	\$50.00
<u>Kennel License</u>	
5-10 dogs	\$212.00
11-15 dogs	\$251.00
16 or more dogs	\$291.00
Penalty for failure to renew (in addition to kennel license fee)	+ \$35.00
Additional tags	\$1.00
<b>OTHER</b>	
Field enforcement fee - hourly fee	\$91.00/hour
Impound fees	<i>Total cost including, but not limited to, all applicable expenses such as time, mileage, boarding.</i>

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
HEALTH & SOCIAL SERVICES/BEHAVIORAL HEALTH  
SCHEDULE F**

SERVICE	SERVICE CHARGE & FEE
<b>PUBLIC HEALTH IMMUNIZATIONS</b>	
Immunizations per person	\$5.00
Medi-Cal Individual	\$2.00
Immunizations family	\$10.00
Medi-Cal Family	\$5.00
TB Testing	\$10.00
<b>MEDICAL MARIJUANA IDENTIFICATON CARD (MMIC)</b> (In accordance with Cal. Health & Safety Code §11362.755) Fee	\$100.00
Fee for Medi-Cal Patient	\$50.00
<u>Miscellaneous Charges</u>	
Bad Check Fee	\$25.00
No Show Fee	\$15.00

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
HEALTH & SOCIAL SERVICES/BEHAVIORAL HEALTH  
SCHEDULE F**

SERVICE	SERVICE CHARGE & FEE
<b>MENTAL HEALTH PROGRAM</b>	
Rates are subject to sliding scale (UMDAP), reduced rates as established and mandated by the State of California	
<b>COUNSELING FEES</b>	
Case Management 1501	
Per hour	\$101.40
Per minute	\$1.69
Treatment Code 1510	
Collateral	
Per hour	\$172.20
Per minute	\$ 2.87
Treatment Code 1520	
Plan Development	
Per hour	\$172.20
Per minute	\$ 2.87
Treatment Code 1530	
Assessment	
Per hour	\$172.20
Per minute	\$ 2.87
Treatment Code 1540	
Individual Therapy	
Per hour	\$172.20
Per minute	\$ 2.87
Treatment Code 1560	
Medication	
Per hour	\$348.00
Per minute	\$ 5.80
Treatment Code 1570	
Crisis Intervention	
Per hour	\$172.20
Per minute	\$ 2.87



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

<b>MEETING DATE:</b> March 17, 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:** Introduction and first reading of proposed ordinance adding Subsection C to Section 36.05.050 and Amending Section 36.05.060, Subsection B and Section 36.05.070 of the Sierra County Code Pertaining to Storage of Hazardous Substances In Underground Tanks

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

**BACKGROUND INFORMATION:** Please see attached memo

**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

# Memorandum

To: Sierra County Board of Supervisors

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

Reference: Agenda Item

Date of memo: March 02, 2020

Date of Board Meeting: March 17, 2020

**Requested Action:** Introduction and first reading of proposed ordinance adding Subsection C to Section 36.05.050 and Amending Section 36.05.060, Subsection B and Section 36.05.070 of the Sierra County Code Pertaining to Storage of Hazardous Substances In Underground Tanks

**Mandated by:**

## Funding

Budgeted? Yes  No

Revenue		
Expenses		
Difference	0	

**Background Information:** The code changes are updates that were requested from the 2019 CUPA audit findings. They have been approved by the state and our county counsel to meet those requirements.

**Potential Issues to consider:** NA

**Alternatives or Impacts of disapproval:** NA

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

ORDINANCE NO. \_\_\_\_\_

**Adding Subsection C to Section 36.05.050  
and Amending Section 36.05.060, Subsection B and Section 36.05.070  
of the Sierra County Code Pertaining to  
Storage of Hazardous Substances In Underground Tanks**

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

**Ordinance Section One:**

Section 36.05.050, Subsection C is hereby added to read as follows:

- C. Permits are not-transferable.

**Ordinance Section Two:**

Section 36.05.060, Subsection B is hereby amended to read:

- B. All permits shall be valid for a period ending August 31<sup>st</sup> of each year.

**Ordinance Section Three:**

Section 36.05.070 is hereby amended to read:

A. Fee Schedule. The fee schedule for permits issued pursuant to this title, exclusive of surcharges adopted by the Legislature of the state of California, pursuant to Cal. Health & Safety Code § 25287(b) and amendments, shall be established and set forth by resolution of the Board of Supervisors. Permit to operate fees are collected annually.

B. State Surcharge. Sierra County shall collect the state surcharge for each underground storage tank in an amount which is imposed and determined by the state of California. The state surcharge fees are billed together with permit fees, and remitted to the state quarterly. This fee shall be in addition to any other fees collected.

**Ordinance Section Three:**

This ordinance shall take effect thirty (30) days after its passage. Before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors, voting for and against the ordinance in the Mountain Messenger, a newspaper of general circulation published in the County of Sierra, State of California.

Introduced at a regular meeting of the Board of Supervisors held on the 17<sup>th</sup> day of March, 2020, and passed and adopted by the Board of Supervisors of the County of Sierra, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the following roll call vote, to-wit:

AYES: Supervisor  
NOES: Supervisor  
ABSTAIN:  
ABSENT:

COUNTY OF SIERRA

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

ATTEST:

APPROVED AS TO FORM:

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

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



**Agenda Item: Library Services Agreement with Plumas County**

**Background:** The current status of the process is best explained in two attached emails sent to Van Maddox on March 10, 2020 regarding calculations of the County's annual contribution to Plumas County for services and the base agreement between the two counties. Van and I have been working together to formulate the final revisions.

The base agreement has been completely restructured and is more comprehensive and provides clarity on the tasks that Sierra County is to provide. A memo proposed to be sent to the ad hoc committee (not sent yet) members is also attached along with a spreadsheet prepared by Plumas County that shows the cost overruns that Plumas County covered for Sierra County from the 2014-15 fiscal year to current. The memo to the ad hoc committee shows the various actions that the Board of Supervisors needs to direct at the time in April 2020 that the final agreement is before the Board for approval. Keep in mind that the revised agreement is set to take effect July 1, 2020 and the Plumas CAO has suggested we start clean on July 1, 2020 rather than try to deal with the 2019-2020 fiscal year budget since we are 9 months along in the fiscal year.

**Recommendation:** Take no action on the agreement; discuss and give any needed direction; direct that the agreement be scheduled for BOS approval on April 21 in Loyaltion.

**MEMOS TO COUNTY AUDITOR  
FINAL DRAFT INVOICE FORM AND METHODOLOGY  
FINAL DRAFT SERVICES AGREEMENT WITH PLUMAS COUNTY**

## Tim Beals

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**From:** Tim Beals  
**Sent:** Tuesday, March 10, 2020 1:23 PM  
**To:** Van Maddox  
**Subject:** FW:  
**Attachments:** PLUMAS LIBRARY AGREEMENT-FINAL.docx

This is the final version of the agreement as I have worked on it with Lindsay and through Lindsay to Gabe. I think this will work and if the Board agrees on March 17, we can forward it formally to Gabe for his comments and our goal is to have this finalized in April to take effect on July 1, 2020. Gabe felt, and I agreed, that we are so far into the 19-20 fiscal year that it makes more sense to start this July 1, 2020 and start "clean".

The attachment to the agreement is the form of invoice and explains the methodology and my previous email to you sent just minutes ago outlines the way in which annual costs are calculated and passed on to Sierra County. It also includes a completed invoice for the 2019-2020 fiscal year as an example (except it does not currently include benefits costs at 2.8% which I will insert once Lindsay gets the ratio from her County Auditor).

The agreement itself seems easier to read, more clearly defines the obligations of both Counties, and provides a couple of additional agreement terms (partnership, contact persons, insurance) so the agreement is more thorough for present and future persons to administer.

So I am proposing to send this agreement, the sample invoice and payment methodology, and some background information to the Board for its review on March 17 and I do not want to forward any of this without your concurrence. What say you?

Tim

**Sierra County Agreement 2020-  
Plumas County Agreement 2020-**

**AGREEMENT FOR  
COUNTY FREE LIBRARY SERVICES**

BY THIS AGREEMENT, by and between the County of Plumas, State of California (hereinafter "PLUMAS") and the County of Sierra, State of California (hereinafter "SIERRA"), the parties hereto agree as follows:

**OPERATIVE PROVISIONS**

**1) SCOPE AND AUTHORITY.** "PLUMAS" provides a County Free Library Service to its residents as authorized under the California Education Code, Section 19100 et seq., and this public service is managed by a qualified Librarian under the direction of the "PLUMAS" Board of Supervisors. "SIERRA" wishes to provide limited County Free Library service to its residents and wishes to secure an Agreement with "PLUMAS" as authorized under the California Education Code, Section 19108, to provide limited County Free Library services as defined herein.

**2) SERVICES PROVIDED BY "PLUMAS" UNDER THIS AGREEMENT.**

"PLUMAS" agrees to provide the following library services under this Agreement:

- a. Provide limited County Free Library services to "SIERRA" at branch library locations currently located in the communities of Loyalton, Downieville, Sierra City, and Alleghany.
- b. Provide a credentialed County Librarian for reasonable levels of management oversight, reporting, and any required training to "SIERRA" branch library paid and volunteer staff regarding County Free Library services.
- c. Provide books and other materials customarily provided to branch library stations and under the supervision of the County Librarian, provide support services and programs under the Library Consortium, the California State library, and other library associations and organizations

that "PLUMAS" typically engages in the provision of County Free Library services.

- d. Provide, catalog, and ship materials and supplies to the "SIERRA" branch library stations; process reimbursements to branch library stations; and handle patron requests and required shipments.
- e. Provide "SIERRA" reasonable professional and technical support for recruitment, job interviews and employee on-boarding and placement, employee review and any personnel related actions, and time-worked reporting to the Sierra County Auditor for paid staff and volunteers located at each of the branch library stations.

### 3) OBLIGATIONS OF "SIERRA" UNDER THIS AGREEMENT.

"SIERRA" shall be responsible for the following obligations under this Agreement:

- a. Provide all human resource and employee-related services, supervision, and responsibilities for paid staff and volunteers serving the "SIERRA" branch library stations including payroll, personnel administration, required orientation and training, interfacing with workers compensation and insurance, and assuring compliance with Federal, State and County rules and regulations governing personnel.
- b. Providing timely reporting and any statistics as requested by the Plumas County Librarian.
- c. Provide physical space to serve as branch library stations and assure that such sites provide safe and compliant public access. "SIERRA" will conduct reasonable inspections to assure that branch library sites are safe and properly maintained.
- d. Be directly responsible for lease or rental payments for branch library stations, utility bills including but not limited to propane, electricity, domestic water, solid waste, heating oil, property and general liability insurance, and phone/internet services.
- e. Directly fund and provide payroll to the branch library stations based on historical budget allocation as follows: at Loyalton one .169 FTE employee (13.5 hours every two weeks); at Alleghany one .025 FTE employee (2 hours every two weeks); at Sierra City one .119 FTE employee (9.5 hours every two weeks); and at Downieville one .119 FTE employee (9.5 hours every two weeks). Hours may be adjusted up or down by "SIERRA" after consultation with the County Librarian.
- f. Based on budget, resources, and priorities, provide procurement, maintenance, and replacement of Informational Technology assets and related equipment at any of the branch library stations.

#### 4) **COMPENSATION.**

“PLUMAS” shall annually, during the term of this Agreement and at least thirty (30) days prior to adopting a final County budget, submit to “SIERRA” a proposed budget for the provision of County Free Library Services outlining the proposed costs to “SIERRA” under this Agreement. This final budget shall not include the direct costs to “SIERRA” since the cost for employees, lease or rent payments for branch library stations, and utility costs, and other costs identified herein are exclusively a separate and direct responsibility of “SIERRA” under the terms of this Agreement. “SIERRA” may provide comments to “PLUMAS” on the proposed budget. Upon adoption of a final County Library budget by “PLUMAS”, it shall submit an invoice to “SIERRA” with a copy of the adopted Library budget and “SIERRA” shall tender payment within thirty (30) days of receipt.

The form of the invoice submitted to “SIERRA” by “PLUMAS” shall be provided annually in the format provided on the exhibit attached hereto as Exhibit A, which identifies those cost centers of the Plumas County Library budget that incur expenses attributed to “SIERRA” under this Agreement for salaries, services and supplies, and A-87 cost allocation/overhead.

It is understood by both Parties that in any given year or from time to time, grants, special projects, or issues that may arise in mid-year can create fluctuations in expenses and revenues and it is understood that when such a condition occurs, “PLUMAS” and “SIERRA” recognize the need to initiate communication between the “Contact Persons” identified in this Agreement for “Notice” between both Parties to this Agreement and approve any required amendments to the budget developed annually under this Agreement.

#### 5) **TERM AND TERMINATION.**

The term of this Agreement shall be three years beginning July 1, 2020 and ending on June 30, 2024. This Agreement may be terminated by either party by serving written notice of termination no later than June 1 of any year. Otherwise, this Agreement will renew automatically for an additional term of three (3) years commencing July 1, 2024 and terminating June 30, 2027 unless further extensions are granted. This Agreement may be modified upon mutual written consent of both parties and any modification to compensation shall commence and become effective at the beginning of the fiscal year following the approved Agreement modification.

**6) INDEMNIFICATION.**

“SIERRA” agrees to hold harmless, indemnify, and defend “PLUMAS” from all claims or losses accruing or resulting from injury, damage, or death of any person, firm, corporation, in connection with the performance of their obligations under this Agreement, including any claim of wrongdoing by a “SIERRA” employee, volunteer, or intern. “SIERRA” further agrees to hold harmless, and indemnify and defend “PLUMAS” from any and all claims or losses incurred by any supplier, contractor, or sub-contractor furnishing work, services, or materials in connection with their obligations under this Agreement. “PLUMAS” agrees to hold harmless, indemnify, and defend “SIERRA” from all claims or losses accruing or resulting from injury, damage, or death of any person, firm, corporation, in connection with the performance of their obligations under this Agreement, including and claim of wrongdoing by a “PLUMAS” employee, volunteer, or intern. “PLUMAS” further agrees to hold harmless, and indemnify and defend “SIERRA” from any and all claims or losses incurred by any supplier, contractor, or sub-contractor furnishing work, services, or materials in connection with their obligations under this Agreement. This provision survives termination of this Agreement.

**7) RECIPROCAL WAIVER OF CLAIMS.**

“PLUMAS” and “SIERRA” shall each be responsible for their own losses, including Workers Compensation benefits as may be applicable to any injuries sustained by an employee, intern, or volunteer of each Party, arising out of the performance of this Agreement. Each of the Parties hereby waive and release any claim against the other for compensation for any loss or damage to its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of services under this Agreement.

**8) NO PARTNERSHIP.**

This Agreement shall not create a partnership nor joint venture, as between the parties, nor shall be considered as such. Each of the Parties shall retain their independent status. Neither “PLUMAS” nor “SIERRA” are agents one of the other.

**9) INSURANCE.**

“PLUMAS” AND “SIERRA”, so long as both Parties are members of the Trindel and CSAC-EIA Insurance Program, will not be required to provide separate

liability, workers compensation, or property insurance and shall not be required to identify each Party as additional Insured under this Agreement.

**10) NOTICE/CONTACT PERSONS.**

The following contact persons shall be designated as the parties that receive notice and any official notifications under this Agreement:

**For "PLUMAS":**

Plumas County Board of Supervisors  
Attn.: Chairman of the Board  
556 Main Street  
Quincy, California 95971

With Copies to: County Administrator  
556 Main Street-Suite 309  
Quincy, California 95971

County Librarian  
445 Jackson Street  
Quincy, California 95971

**For "SIERRA":**

Sierra County Board of Supervisors  
Attn: Chairman of the Board  
PO Drawer D  
Downieville, California 95936

With Copies to: County Auditor  
PO Box 425  
Downieville, California 95936

**11) EFFECTIVE DATE OF AGREEMENT.**

This Agreement shall become effective as of July 1, 2020.

SIERRA COUNTY:

PLUMAS COUNTY:

By:

By:

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

\_\_\_\_\_  
KEVIN GOSS, CHAIRMAN  
BOARD OF SUPERVISORS

APPROVED AS TO FORM:

By:

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

\_\_\_\_\_  
SHARON THRALL, VICE-CHAIR  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
CRAIG SETTLEMIRE  
COUNTY COUNSEL

\_\_\_\_\_  
GABRIEL HYDRICK  
COUNTY ADMINISTRATOR

ATTEST:

\_\_\_\_\_  
NANCY DA FORNO  
CLERK OF THE BOARD

## LIBRARY SERVICES AGREEMENT

### EXHIBIT "A" FORMAT FOR INVOICING FISCAL YEAR 2019-2020

	<b>Total</b>
<b>Plumas County Personnel Costs</b> <b>Applicable to Services to Sierra County</b> 2.8%* of the Following Positions	
1) County Librarian	
2) Librarian	
3) Fiscal and Tech Services Assistant	
4) Library Technician	
 2019-2020 Costs-\$147,818.00	
2.8%-\$4,138.90	\$4138.90
 <b>PLUMAS COUNTY SERVICES AND SUPPLIES COSTS</b> <b>APPLICABLE TO SERVICES TO SIERRA COUNTY</b> 3.7%* of the Following Cost Centers/Sub Accounts	
1) Postage	
2) Office Expense	
3) Library Processing	
4) Microfilming	
5) Program Subscriptions	
6) Books	
7) Travel (Out of County)	
 2019-2020 Costs-\$61,033.00	
3.7%-\$2,258.22	\$2258.22
 <b>PLUMAS COUNTY 2 CFR PART 200 (A-87)</b> <b>COST ALLOCATION FOR OVERHEAD</b> 5.5% of the Cost Allocation Plan for Services Provided To the Plumas County Library Budget for Services To Sierra County by the following Departments: County Auditor, County Treasurer-Tax Collector, County Counsel, County Administrator, and County Human Resources**	
 2019-2020 Costs-\$22,856.00	
5.5%-\$1257.08	\$1257.08
 CONTINGENCY***	\$1000.00
 Total	 \$8654.20

\*Percentages Computed Annually by County Librarian Based on Approved Final Budget

\*\*HR will not be included in future invoices-Sierra County Provides Services

\*\*\*Contingency, if not used, will be rolled over to ensuing fiscal year invoice

## Tim Beals

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**From:** Tim Beals  
**Sent:** Tuesday, March 10, 2020 1:13 PM  
**To:** Van Maddox  
**Subject:** FW:  
**Attachments:** Plumas Library-Invoice Form.docx

Van I have been working with Lindsay to standardize the formula for computing Sierra County costs annually for the Library agreement. The attached invoice form will be attached to the final Library agreement and used annually by Plumas County to advise us of anticipated costs for each fiscal year under the agreement.

How this is structured is that Lindsay (the County Librarian) computes each year, the personnel costs, the services and supplies costs, and then they give us the overhead charges under their cost allocation plan (as we know it is always 2 years in arrears). The percentages she shows for salaries (2.8%) and for services and supplies (3.7% ) are her figures and calculations showing the percent impact that the Sierra Agreement has on her budget and we are applying it accordingly. She is getting the % that benefits are charged (ratio of salaries to benefits) and when I get that number, a benefit entry will be made to the personnel section of the invoice this invoice and become part of the calculation.

I used these numbers to create an invoice using 2019-2020 figures and plan to attach it to the agreement to show the form of invoice and the formula so there is standardization and accuracy. These numbers are her numbers and she feels quite comfortable with it. She worked these numbers up from her final budget in Plumas County (it does not currently show benefits). I suggested a contingency of \$1000 (if this is an issue, we can remove it as it was my idea...she does not have a strong opinion on this)that if not used, gets rolled over into the ensuing fiscal year. The overhead charge of 5.5 % for the 2019-2020 fiscal year includes HR for Plumas County but hereafter, will not as we have assumed this responsibility. So when it is all said and done, this formula can be used each year, is based on the County Librarians estimate of % costs for personnel and services/supplies, and the overhead has been reduced by eliminating HR...the bottom line is very friendly to Sierra and is less than we have been paying in the past by a slim amount.

Does this make sense?

Tim

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**From:** Tim Beals  
**Sent:** Monday, March 9, 2020 5:15 PM  
**To:** Tim Beals <tbeals@sierracounty.ca.gov>  
**Subject:**

## LIBRARY SERVICES AGREEMENT

### EXHIBIT "A" FORMAT FOR INVOICING FISCAL YEAR 2019-2020

	<b>Total</b>
<b>Plumas County Personnel Costs</b> <b>Applicable to Services to Sierra County</b> 2.8%* of the Following Positions	
1) County Librarian	
2) Librarian	
3) Fiscal and Tech Services Assistant	
4) Library Technician	
 2019-2020 Costs-\$147,818.00	
2.8%-\$4,138.90	\$4138.90
 <b>PLUMAS COUNTY SERVICES AND SUPPLIES COSTS</b> <b>APPLICABLE TO SERVICES TO SIERRA COUNTY</b> 3.7%* of the Following Cost Centers/Sub Accounts	
1) Postage	
2) Office Expense	
3) Library Processing	
4) Microfilming	
5) Program Subscriptions	
6) Books	
7) Travel (Out of County)	
 2019-2020 Costs-\$61,033.00	
3.7%-\$2,258.22	\$2258.22
 <b>PLUMAS COUNTY 2 CFR PART 200 (A-87)</b> <b>COST ALLOCATION FOR OVERHEAD</b> 5.5% of the Cost Allocation Plan for Services Provided To the Plumas County Library Budget for Services To Sierra County by the following Departments: County Auditor, County Treasurer-Tax Collector, County Counsel, County Administrator, and County Human Resources**	
 2019-2020 Costs-\$22,856.00	
5.5%-\$1257.08	\$1257.08
 CONTINGENCY***	\$1000.00
 Total	 \$8654.20

\*Percentages Computed Annually by County Librarian Based on Approved Final Budget

\*\*HR will not be included in future invoices-Sierra County Provides Services

\*\*\*Contingency, if not used, will be rolled over to ensuing fiscal year invoice

AD HOC COMMITTEE MEMO  
OUTLINING ACTIONS TO BE TAKEN

PLUMAS COUNTY LIBRARY SERVICES AGREEMENT  
IMPLEMENTATION

## Tim Beals

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**Sent:** Tuesday, March 3, 2020 2:02 PM  
**To:** peter w huebner; Sharon Dryden; Van Maddox; David Prentice  
**Cc:** Miriam Dines  
**Subject:** Library Services Agreement and Appurtenant Items Needing Direction

I have attached a revised agreement for County Free Library Services with Plumas County and both Van and I have reviewed the content and agree with its current wording and direction. Please review this agreement as it looks quite different than any of the previous versions and clarifies points that I was able to discuss with Plumas CAO, Gabe when I was in Quincy two weeks ago. It also reflects current input from County Librarian, Lindsay Fuchs. I think the agreement will work but to be clear, this agreement places the responsibility for Human Resources-Personnel as well as Payroll on Sierra County. Plumas County has made it clear that they do not wish to provide those services under this or any future Library Services agreement. I believe that the agreement is now in a position to be approved by the Board of Supervisors on April 7 so any proposed edits need to be sent to me soon so we can wrap up coordination with Plumas County.

In the draft agreement attached, you will note that we have re-structured the method for calculating the annual budget and the methodology for this annual calculation is now memorialized in the attached agreement as Exhibit A. Plumas has agreed to limit its charges to those personnel and services and supplies that directly support Sierra County Library services. Likewise, they have agreed to limit the A-87 (overhead) charges to their County Auditor, County Treasurer-Tax Collector, County Counsel, and County Administrator and have removed all other departments, including Human Resources from the calculation. The proposed 5.5% originally suggested by Plumas included personnel and payroll and now that those duties are to be direct services provided by Sierra County, it was our position that the overhead charges should be reduced. They agreed. Also, since we are 9 months into fiscal year 2019-2020, we have agreed to start the effective date of this revised agreement to July 1, 2020 and have made the necessary adjustments to the term provisions in the attached agreement. As you can see, the Sierra County fiscal commitment to Plumas County now sits at approximately \$10,000 to \$12,000 and the method to calculate the annual budget is clear and simple.

So should this new agreement be approved, there are a number of "direction to staff" items that need your attention once the agreement is approved. Those items are as follows and will be on the April 7 Board agenda:

1. Please see the attached budget spreadsheet provided to Sierra County at its ad-hoc committee meeting held last year in Sierraville. As you can see, the spreadsheet shows the cost or service overruns from 2014-2015 through June 30, 2019 in the amount of \$5,062.13. It is recommended that the Board direct the Auditor to pay the amount of \$5,062.13 to Plumas County to erase the past cost overruns that occurred and to confirm to Plumas County that Sierra County will cover its actual costs for the services.
2. Direct the Director of Transportation to review the leases in place for the four branch library stations in Sierra County and to report to the Board on any amendments that are recommended for leases going forward.
3. Direct the Planning Director and Safety Officer to make joint inspections of the four branch library stations in Sierra County and provide a report on the relative condition of the Library Facilities including but not limited to maintenance efforts, ADA access, parking, Building Code compliance related to life and safety matters, and risk assessment related to County insurance for the public and for employees, volunteers, and interns operating at each respective site.
4. Direct the Personnel Director and County Auditor to prepare for Board of Supervisors approval, a job description for "Library Assistant" or "Library Technician" and implement placement within the County payroll tables/charts accordingly and convert all existing library employees (formerly Plumas County employees) to Sierra County employees effective July 1, 2020 through a proper Personnel Action Form and provide any required orientation or employee training.

5. Identify and direct the County Department that will exercise Supervision over the four paid staff positions as well as any volunteers or interns serving the four branch library stations and further direct that the identified Department begin immediate coordination and communication with the Plumas County Librarian to assure a smooth transition with the revised Library services agreement.

Thank you.

Tim Beals

COST SPREADSHEET FROM PLUMAS COUNTY  
SHOWING COST OVERRUNS THAT HAVE BEEN PAID  
FOR SIERRA COUNTY LIBRARY SERVICES  
SINCE 2014-2015 THROUGH 2018-2019  
IN THE AMOUNT OF \$5062.13

**Plumas-Sierra County - Library Services Agreement  
Invoice and A-87 Cost Overview**

<b>Fiscal Year</b>	<b>Sierra County Total</b>	<b>Additional Cost Over \$23k Cap</b>	<b>Sierra County Paid</b>	<b>SC A-87 Cost Not Paid</b>
14/15	\$ 21,255.08	\$ -	\$ 21,255.08	\$ 5,767.19
15/16	\$ 21,185.91	\$ -	\$ 21,185.91	\$ 4,662.46
16/17	\$ 23,396.40	\$ 396.40	\$ 23,000.00	\$ 4,662.46
17/18	\$ 24,379.83	\$ 1,379.83	\$ 23,000.00	\$ 6,332.81
18/19	\$ 26,285.90	\$ 3,285.90	\$ 23,000.00	\$ 5,335.94
<b>Totals:</b>		\$ 5,062.13	\$	\$ 26,760.86

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

**RESOLUTION/FINDINGS AUTHORIZING  
APPOINTMENT OF RETIRED ANNUITANT TO  
TEMPORARY POSITION**

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

**WHEREAS**, the Sierra County Building Department, Planning Department and Department of Transportation are in need of a temporary employee to do work requiring special skills for a limited duration; and

**WHEREAS**, the Department desires to retain the services of a qualified retired annuitant of a limited duration to eliminate the backlog and workload that has been building due to the absences and vacancies in the Departments; and,

**WHEREAS**, the Sierra County Board of Supervisors is aware of and wishes to adhere to regulations promulgated by the California Public Employee Retirement System (CalPERS) regarding the hiring of retired annuitants; and

**WHEREAS**, the Sierra County Board of Supervisors has adopted Resolution 2012-021 Establishing Policy with regard to temporary employment of CalPERS Retirees; and

**WHEREAS**, Resolution 2012-021 establishes that the Board of Supervisors must approved the appointment of CalPERS retirees upon appropriate findings.

**FINDINGS**

Government Code section 7522.56, 21224 provides for the employment of a CalPERS annuitant by a member agency without reinstatement from retirement or the loss or interruption of benefits under the following conditions:

1. The annuitant is a person with special skills.
2. The annuitant will work for limited duration.
3. The annuitant has been retired from employment for a minimum of 180 days.
4. The annuitant shall not be employed in excess of 960 hours in a fiscal year and is not paid less than or in excess of existing pay levels for the position filled.

The Sierra County Board of Supervisors finds that the proposed appointee, Docia Bostrom, satisfies the requirements and limitations of Government Code section 21224(a).

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Supervisors appoints Docia Bostrom to the position of Account Clerk III Step E for the Building Department, Planning Department and Department of Transportation, allocated at 1/3 each, for a period not to exceed 960 hours and beginning immediately upon approval of Department Manager and Personnel

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

<b>MEETING DATE:</b> March 17, 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:** Resolution adopting findings and authorizing appointment of retired annuitant to a temporary position.

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

**BACKGROUND INFORMATION:** Due to absence in the Building Department (medical); and two vacancies in the Planning Department (retirement and recruitment process) and absence among the Department of Transportation administrative staff, work is suffering a backlog, and remaining staff are in need of assistance to maintain existing and projected workload. The retired annuitant qualifies to be hired for this position without endangering CalPers retirement as demonstrated in attached resolution. The proposal for this position to be divided among 3 Departments.

**FUNDING SOURCE:** Planning, Building, Department of Transportation (0015560; 0015520; and 031)  
**GENERAL FUND IMPACT:** General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$7000 +/- per Department 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

Director.

**BE IT FURTHER RESOLVED**, that the Board of Supervisors intends the position to comply with all the CalPERS requirements for employing a CalPERS retired annuitant as stated above.

**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 17<sup>th</sup> day of March, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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JIM BEARD, CHAIRPERSON  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

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HEATHER FOSTER  
CLERK OF THE BOARD

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DAVID PRENTICE  
COUNTY COUNSEL

## California Government Code

### 7522.56.

(a) This section shall apply to any person who is receiving a pension benefit from a public retirement system and shall supersede any other provision in conflict with this section.

(b) A retired person shall not serve, be employed by, or be employed through a contract directly by, a public employer in the same public retirement system from which the retiree receives the benefit without reinstatement from retirement, except as permitted by this section.

(c) A person who retires from a public employer may serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system upon appointment by the appointing power of a public employer either during an emergency to prevent stoppage of public business or because the retired person has skills needed to perform work of limited duration.

(d) Appointments of the person authorized under this section shall not exceed a total for all employers in that public retirement system of 960 hours or other equivalent limit, in a calendar or fiscal year, depending on the administrator of the system. The rate of pay for the employment shall not be less than the minimum, nor exceed the maximum, paid by the employer to other employees performing comparable duties, divided by 173.333 to equal an hourly rate. A retired person whose employment without reinstatement is authorized by this section shall acquire no service credit or retirement rights under this section with respect to the employment unless he or she reinstates from retirement.

(e) (1) Notwithstanding subdivision (c), any retired person shall not be eligible to serve or be employed by a public employer if, during the 12-month period prior to an appointment described in this section, the retired person received any unemployment insurance compensation arising out of prior employment subject to this section with a public employer. A retiree shall certify in writing to the employer upon accepting an offer of employment that he or she is in compliance with this requirement.

(2) A retired person who accepts an appointment after receiving unemployment insurance compensation as described in this subdivision shall terminate that employment on the last day of the current pay period and shall not be eligible for reappointment subject to this section for a period of 12 months following the last day of employment.

(f) A retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless he or she meets one of the following conditions:

(1) The employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar.

(2) (A) Except as otherwise provided in this paragraph, for state employees, the state employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed state employment position before 180 days have passed and the appointment has been approved by the Department of Human

Resources. The department may establish a process to delegate appointing authority to individual state agencies, but shall audit the process to determine if abuses of the system occur. If necessary, the department may assume an agency's appointing authority for retired workers and may charge the department an appropriate amount for administering that authority.

(B) For legislative employees, the Senate Committee on Rules or the Assembly Rules Committee certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and approves the appointment in a public meeting. The appointment may not be placed on a consent calendar.

(C) For employees of the California State University, the Trustees of the California State University certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and approves the appointment in a public meeting. The appointment may not be placed on a consent calendar.

(3) The retiree is eligible to participate in the Faculty Early Retirement Program pursuant to a collective bargaining agreement with the California State University that existed prior to January 1, 2013, or has been included in subsequent agreements.

(4) The retiree is a public safety officer or firefighter hired to perform a function or functions regularly performed by a public safety officer or firefighter.

(g) A retired person who accepted a retirement incentive upon retirement shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement and subdivision (f) shall not apply.

(h) This section shall not apply to a person who is retired from the State Teachers' Retirement System, and who is subject to Section 24214, 24214.5, or 26812 of the Education Code.

(i) This section shall not apply to (1) a subordinate judicial officer whose position, upon retirement, is converted to a judgeship pursuant to Section 69615, and he or she returns to work in the converted position, and the employer is a trial court, or (2) a retiree of the Judges' Retirement System or the Judges' Retirement System II who is assigned to serve in a court pursuant to Section 68543.5.

*(Amended by Stats. 2014, Ch. 238, Sec. 1. (AB 2476) Effective January 1, 2015.)*

#### **21224.**

(a) A retired person may serve without reinstatement from retirement or loss or interruption of benefits provided by this system upon appointment by the appointing power of a state agency or public agency employer either during an emergency to prevent stoppage of public business or because the retired person has specialized skills needed in performing work of limited duration. These appointments shall not exceed a combined total of 960 hours for all employers each fiscal year. The compensation for the appointment shall not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule divided by 173.333 to equal an hourly rate. A retired person appointed pursuant to this section shall not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation

in addition to the hourly pay rate. A retired annuitant appointed pursuant to this section shall not work more than 960 hours each fiscal year regardless of whether he or she works for one or more employers.

(b) (1) This section shall not apply to any retired person otherwise eligible if during the 12-month period prior to an appointment described in this section the retired person received any unemployment insurance compensation arising out of prior employment subject to this section with the same employer.

(2) A retired person who accepts an appointment after receiving unemployment insurance compensation as described in this subdivision shall terminate that employment on the last day of the current pay period and shall not be eligible for reappointment subject to this section for a period of 12 months following the last day of employment. The retired person shall not be subject to Section 21202 or subdivision (b) of Section 21220.

*(Amended by Stats. 2012, Ch. 41, Sec. 14. (SB 1021) Effective June 27, 2012.)*



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

<b>MEETING DATE:</b> March 17, 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:** Resolution requesting appropriation in the amount of \$5,088 to cover the costs of removing the existing knife transfer switch and replacing with an automatic transfer switch for the County Courthouse Generator.

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

**BACKGROUND INFORMATION:** Report and estimate are attached. By having an automatic transfer switch it reduces the risk to personnel of being involved of an arc situation with the knife transfer switch (see recommendation at the bottom of report).

**FUNDING SOURCE:** Contingency  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$ 5,088.00 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></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 SIERRA COUNTY  
AUDITOR TO MAKE CERTAIN CHANGES TO THE  
PLANT MAINTENANCE  
2019/20 FINAL BUDGET FOR  
GENERATOR UPGRADE-COUNTY COURTHOUSE**

**RESOLUTION NO. 2020-**

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

**NOW THEREFORE BE IT RESOLVED**, that the Auditor is hereby authorized to adjust the 2019/20 Final Budget transfers for the below noted funds:

Appropriations:

Increase:

0015280	5187	Special Dept. Expense – Generator Transfer Switch	\$5,088
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Decrease:

0015910	5165	Professional & Specialized Expense	\$5,088
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**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 17<sup>th</sup> day of March, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

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

ATTEST:

APPROVED AS TO FORM:

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

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



Holt of California  
 P.O. Box 100001  
 Sacramento, CA 95813  
 www.holtca.com

**INVOICE SUMMARY**

**REMIT PAYMENT TO:** Holt of California  
 PO Box 100001  
 Sacramento, CA 95813

**FOR CUSTOMER INQUIRIES, PLEASE CALL**  
 (877) 379-6620 or FAX (916) 991-8268

**SHIP TO**

**CUSTOMER #:5217000**  
 SIERRA CO ROAD DEPARTMENT  
 PO BOX 98  
 DOWNIEVILLE CA 95936 0098

DOWNIEVILLE CA  
 150 GOODYEARS CREEK ROAD  
 DOWNIEVILLE CA  
 CA

INVOICE NUMBER SW030100043	INVOICE DATE 01-15-20	CUSTOMER NO. 5217000	REFERENCE NUMBER 0363993	PURCHASE ORDER DEAN
MODEL 3412	SERIAL NUMBER 06AF00496	EQUIP.# SHOP	METER READING 1384.0	MACH. I.D. NO.

SEG	TASK	TOTAL
01	TROUBLESHOOT GENERATOR SET	1627. 65
02	REPLACE VOLTAGE REGULATOR	3290. 66

*PLEASE  
 PAY  
 PROMPTLY*

*THANK YOU!*

TERMS OF PAYMENT: NET 10 for all equipment purchases and rental transactions; DUE ON THE 10TH OF THE MONTH FOLLOWING THE INVOICE DATE for all parts and service transactions. A FINANCE CHARGE OF 1.5% per month will be applied to all past due invoices. In the event the account becomes delinquent, the customer will pay the costs of collection including reasonable accrued attorney fees and court costs incurred by Holt of California in collecting any indebtedness of customer to Holt of California.

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PAY THIS AMOUNT ►	5087. 91
AMOUNT CREDIT ►	



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INVOICE NUMBER SW030100043	INVOICE DATE 01-15-20	CUSTOMER NO. 5217000	REFERENCE NUMBER 0363993	PURCHASE ORDER DEAN
MODEL 3412	SERIAL NUMBER 06AF00496	EQUIP.# SHOP	METER READING 1384.0	MACH. I.D. NO.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	<p>TROUBLESHOOT GENERATOR SET</p> <p>TROUBLESHOOT BLACK SMOKE AND OVERLOADING. NO HANDLING LARGE LOADS OF BUILDINGS            TECHNICIAN: BRYAN COX            DATE: 12-3-2019            UNIT HOURS: 1384            COMPLAINT: ENGINE SPEED UNSTABLE, VOLTAGE OUTPUT UNSTABLE.            PCF: X            CAUSE: X            RESULTANT DAMAGE: X            CORRECTION: FOUND UNIT OPERATING, PROVIDING POWER TO SITE FOR UTILITY POWER OUTAGE. CHECKED UNIT OUTPUT, 240 VAC 60 HZ, AND OPERATING NORMALLY. CHECKED VOLTAGE AT MANUAL TRANSFER SWITCH AND FOUND UTILITY POWER AVAILABLE. TRANSFER SITE LOAD TO UTILITY POWER. SHUT DOWN GENERATOR AND CHECKED POWER CABLE CONNECTIONS AT CIRCUIT BREAKER AND VOLTAGE REGULATOR TERMINATIONS. FOUND LOOSE TERMINAL CONNECTIONS AT VOLTAGE REGULATOR SENSING AND VOLTAGE ADJUST. TIGHTENED ALL TERMINALS. CUSTOMER REQUESTS TO REPLACE REGULATOR. NEED TO TEST UNIT WITH LOAD BANK TO FURTHER TROUBLE SHOOT REPORTED ENGINE SPEED BEING UNSTABLE, AS THIS WAS NOT OBSERVED. LEFT UNIT OFF, AS THERE IS NO ATS AT SITE.</p> <p>*****</p> <p>AGC FIELD LABOR 4.00 RT HOURS 700.00            AGC FIELD LABOR 2.50 OT HOURS 656.25</p> <p>TOTAL LABOR SEG. 01 1356.25</p> <p>92.00 MI LEASE 271.40            TOTAL MISC CHGS SEG. 01 271.40</p>		

TERMS OF PAYMENT: NET 10 for all equipment purchases and rental transactions; DUE ON THE 10TH OF THE MONTH FOLLOWING THE INVOICE DATE for all parts and service transactions. A FINANCE CHARGE OF 1.5% per month will be applied to all past due invoices. In the event the account becomes delinquent, the customer will pay the costs of collection including reasonable accrued attorney fees and court costs incurred by Holt of California in collecting any indebtedness of customer to Holt of California.

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PAY THIS AMOUNT	▶	
AMOUNT CREDIT	▶	



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 Sacramento, CA 95813  
 www.holtca.com

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DOWNIEVILLE CA  
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 CA

INVOICE NUMBER SW030100043	INVOICE DATE 01-15-20	CUSTOMER NO. 5217000	REFERENCE NUMBER 0363993	PURCHASE ORDER DEAN
MODEL 3412	SERIAL NUMBER 06AF00496	EQUIP.# SHOP	METER READING 1384.0	MACH. I.D. NO.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	TOTAL		1627.65

**REPLACE VOLTAGE REGULATOR**

REPLACE VOLTAGE REG PER CUST REQUEST AND LOADBANK  
 ON SITE  
 RESULTANT DAMAGE: N/A  
 CORRECTION: GOT WITH SITE PERSONAL AND GOT SET UP  
 FOR REPAIRS. NEW VOLTAGE REGULATOR NEEDS TO BE  
 MOUNTED ON THE UNIT. LOTO DONE. REMOVED HOUSING ON  
 GEN SET IN ORDER TO GET TO THE VOLTAGE REGULATOR.  
 DRILLED HOLES TO MOUNT. MOUNTED VR6. WIRED IN  
 THE VOLTAGE REGULATOR. REMOVED LOTO IN ORDER TO  
 TEST THE OUT PUT OF THE VR6 REGULATOR. MADE  
 ADJUSTMENTS ON RHEOSTAT TO GET VOLTAGE SET. SET  
 THE STABILIZER RHEOSTAT. COULD NOT PREFORM LOAD  
 TEST AT THIS TIME WITH LOAD BANK DUE TO WEATHER. I  
 GOT TOGETHER WITH SITE PERSONAL TO DO BUILDING  
 LOAD TEST.  
 SITE PERSONAL INFORMED ME OF HOW THEY DO THE  
 TRANSFER OF POWER WHEN OUTAGE HAPPENS. XXXX THIS  
 PROCEDURE NEEDS TO STOP. XXXX THERE IS NO ATS FOR  
 THE SITE. ALL TRANSFERS ARE DONE MANUALLY. NO ONE  
 HAS BEEN SUITING UP FOR THESE TRANSFERS. I WENT  
 THREW PROPER PROCEDURES FOR THE TRANSFER WHEN  
 POWER GOES OUT FOR THE SITE. FIRST ALL POWER  
 SOURCES NEED TO BE SHUT OFF BEFORE ATTEMPTING TO  
 DO THE TRANSFER. DISCONNECT PG&E SWITCH, SHOULD BE  
 OPENED. NEXT OPEN ALL SUPPLY BREAKERS TO THE  
 BUILDING, I.E: COMPRESSOR, WELDERS, LIGHTS, ECT.  
 THEN START THE GEN SET AND DO A WARM UP. THEN MOVE  
 THE KNIFE SWITCH FOR THE GEN SET TO THE BACK UP  
 GENERATOR. THEN TURN ON ALL SUPPLY BREAKERS TO THE  
 BUILDING. THIS MUST BE DONE WITH PROPER

TERMS OF PAYMENT: NET 10 for all equipment purchases and rental transactions; DUE ON THE 10TH OF THE MONTH FOLLOWING THE INVOICE DATE for all parts and service transactions. A FINANCE CHARGE OF 1.5% per month will be applied to all past due invoices. In the event the account becomes delinquent, the customer will pay the costs of collection including reasonable accrued attorney fees and court costs incurred by Holt of California in collecting any indebtedness of customer to Holt of California.

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PAY THIS AMOUNT	▶	
AMOUNT CREDIT	▶	



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MODEL 3412	SERIAL NUMBER 06AF00496	EQUIP.# SHOP	METER READING 1384.0	MACH. I.D. NO.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
PROTECTIVE CLOTHING ON BEFORE ANY TRANSFERS ARE DONE. WHEN POWER RETURNS THE REVERSE SHOULD TAKE PLACE WITH PROTECTIVE CLOTHING WORN. ***** RECOMMEND THAT THE SITE INSTALL AN ATS IN PLACE OF THE KNIFE SWITCH SO AS NOT TO PUT SITE PERSONAL IN DANGER OF A POSSIBLE ARC FLASH SITUATION. THIS IS A MUST FOR THE SITE. SITE PERSONAL DO NOT NEED TO BE PLACED IN THIS SITUATION WHEN PROPER EQUIPMENT CAN BE PUT IN PLACE TO MAKE THIS A SAFER OPERATION. *****			
1	127-9070	POTENTIOMETER	116.80
1	365-2076	REGULATOR AS	896.36
	TOTAL PARTS	SEG. 02	1013.16
	AGC FIELD LABOR	11.00 RT HOURS	202.00
	TOTAL LABOR	SEG. 02	202.00
1.00	INBOUND FREIGHT		10.00
90.00	MILEAGE		265.50
	TOTAL MISC CHGS	SEG. 02	275.50
	<b>TOTAL</b>		<b>3290.66</b>
	ENVIRON. SVC FEE		73.77
	MISC HARDWARE		15.20
	CAL SALES TAX 7.25%		80.63
	* * * INVOICE COPY * * *		

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PAY THIS AMOUNT	▶	
AMOUNT CREDIT	▶	



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INVOICE NUMBER SW030100043	INVOICE DATE 01-15-20	CUSTOMER NO. 5217000	REFERENCE NUMBER 0363993	PURCHASE ORDER DEAN
MODEL 3412	SERIAL NUMBER 06AF00496	EQUIP.# SHOP	METER READING 1384.0	MACH. I.D. NO.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
DUE 10TH OF THE NEXT MONTH			
<i>PLEASE PAY PROMPTLY</i>			
<i>THANK YOU!</i>			

TERMS OF PAYMENT: NET 10 for all equipment purchases and rental transactions; DUE ON THE 10TH OF THE MONTH FOLLOWING THE INVOICE DATE for all parts and service transactions. A FINANCE CHARGE OF 1.5% per month will be applied to all past due invoices. In the event the account becomes delinquent, the customer will pay the costs of collection including reasonable accrued attorney fees and court costs incurred by Holt of California in collecting any indebtedness of customer to Holt of California.

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PAY THIS AMOUNT ►	5087.91
AMOUNT CREDIT ►	

## Report Header Information

Ticket:	647563	Customer:	SIERRA CO ROAD DEPARTMENT	Manufacturer:	CATERPILLAR	SMU:	1384
Work Order:	0363993	Account No:	5217000	Model:	3412	Cab Type:	
Dealer:	D100	Customer Equipment Number:	SHOP	Serial No:	06AF00496	Delivery Date:	

## Repair Notes

Segment:	01
Job Code::	TROUBLESHOOT
Component Code:	GENERATOR SET
Comments:	<p>TROUBLESHOOT BLACK SMOKE AND OVERLOADING. NO HANDLING LARGE LOADS OF BUILDINGS          TECHNICIAN:BRYAN COX          DATE:12-3-2019          UNIT HOURS:1384          COMPLAINT:ENGINE SPEED UNSTABLE, VOLTAGE OUTPUT UNSTABLE.          PCF:X          CAUSE:X          RESULTANT DAMAGE:X          CORRECTION: FOUND UNIT OPERATING, PROVIDING POWER TO SITE FOR UTILITY POWER OUTAGE. CHECKED UNIT OUTPUT, 240 VAC 60 HZ, AND OPERATING NORMALLY. CHECKED VOLTAGE AT MANUAL TRANSFER SWITCH AND FOUND UTILITY POWER AVAILABLE. TRANSFER SITE LOAD TO UTILITY POWER. SHUT DOWN GENERATOR AND CHECKED POWER CABLE CONNECTIONS AT CIRCUIT BREAKER AND VOLTAGE REGULATOR TERMINATIONS. FOUND LOOSE TERMINAL CONNECTIONS AT VOLTAGE REGULATOR SENSING AND VOLTAGE ADJUST. TIGHTENED ALL TERMINALS. CUSTOMER REQUESTS TO REPLACE REGULATOR. NEED TO TEST UNIT WITH LOAD BANK TO FURTHER TROUBLE SHOOT REPORTED ENGINE SPEED BEING UNSTABLE, AS THIS WAS NOT OBSERVED. LEFT UNIT OFF, AS THERE IS NO ATS AT SITE.</p> <p>*****</p>
Segment:	02
Job Code::	REPLACE
Component Code:	VOLTAGE REGULATOR
Comments:	<p>REPLACE VOLTAGE REG PER CUST REQUEST AND LOADBANK ONSITE          RESULTANT DAMAGE: N/A          CORRECTION: GOT WITH SITE PERSONAL AND GOT SET UP FOR REPAIRS. NEW VOLTAGE REGULATOR NEEDS TO BE MOUNTED ON THE UNIT. LOTO DONE. REMOVED HOUSING ON GEN SET IN ORDER TO GET TO THE VOLTAGE REGULATOR. DRILLED HOLES TO MOUNT. MOUNTED VR6. WIRED IN THE VOLTAGE REGULATOR. REMOVED LOTO IN ORDER TO TEST THE OUT PUT OF THE VR6 REGULATOR. MADE ADJUSTMENTS ON RHEOSTAT TO GET VOLTAGE SET. SET THE STABILIZER RHEOSTAT. COULD NOT PREFORM LOAD TEST AT THIS TIME WITH LOAD BANK DUE TO WEATHER. I GOT TOGETHER WITH SITE PERSONAL TO DO BUILDING LOAD TEST.          SITE PERSONAL INFORMED ME OF HOW THEY DO THE TRANSFER OF POWER WHEN OUTAGE HAPPENS. XXXX THIS PROCEDURE NEEDS TO STOP. XXXX THERE IS NO ATS FOR THE SITE. ALL TRANSFERS ARE DONE MANUALLY. NO ONE HAS BEEN SUITING UP FOR THESE TRANSFERS. I WENT THREW PROPER PROCEDURES FOR THE TRANSFER WHEN POWER GOES OUT FOR THE SITE. FIRST ALL POWER SOURCES NEED TO BE SHUT OFF BEFORE ATTEMPTING TO DO THE TRANSFER. DISCONNECT PG&amp;E SWITCH, SHOULD BE OPENED. NEXT OPEN ALL SUPPLY BREAKERS TO THE BUILDING, IE: COMPRESSOR, WELDERS, LIGHTS, ECT. THEN START THE GEN SET AND DO A WARM UP. THEN MOVE THE KNIFE SWITCH FOR THE GEN SET TO THE BACK UP GENERATOR. THEN TURN ON ALL SUPPLY BREAKERS TO THE</p>

BUILDING. THIS MUST BE DONE WITH PROPER  
PROTECTIVE CLOTHING ON BEFORE ANY TRANSFERS ARE  
DONE. WHEN POWER RETURNS THE REVERSE SHOULD TAKE  
PLACE WITH PROTECTIVE CLOTHING WORN.

\*\*\*\*\*

RECOMMEND THAT THE SITE INSTALL AN ATS IN PLACE OF  
THE KNIFE SWITCH SO AS NOT TO PUT SITE PERSONAL  
IN DANGER OF A POSSIBLE ARC FLASH SITUATION. THIS  
IS A MUST FOR THE SITE. SITE PERSONAL DO NOT NEED  
TO BE PLACED IN THIS SITUATION WHEN PROPER  
EQUIPMENT CAN BE PUT IN PLACE TO MAKE THIS A SAFER  
OPERATION.

\*\*\*\*\*

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

<b>MEETING DATE:</b> March 17, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
--	---

<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 of Appreciation honoring Mr. Dennis Marsh, County Road Superintendent, and recognizing his retirement from County Service effective December 5, 2019.

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

**BACKGROUND INFORMATION:** Resolution will be available at the meeting.

**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

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

<b>MEETING DATE:</b> March 17, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
--	---

**DEPARTMENT:** Board of Supervisors/County Counsel  
**APPROVING PARTY:** Heather Foster, Clerk of the Board  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Discussion/adoption of resolution establishing a policy for the award of county property to retiring employees.

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

**BACKGROUND INFORMATION:** This is a standard practice through the State of California.

**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

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

**RESOLUTION ESTABLISHING POLICY FOR THE AWARD OF COUNTY  
PROPERTY TO RETIRING EMPLOYEES**

**RESOLUTION NO. 20-**

**WHEREAS**, California Constitution Art. XVI section 6 prohibits the gift of public funds to any agency or individual in the absence of a public benefit, and

**WHEREAS**, public property is a form of public funds, and

**WHEREAS**, the Board of Supervisors finds and determines that an award of a peace officer's service weapon benefits the public in that a retired peace officer may carry a concealed weapon (California Penal Code section 25450) and must remain competent in the use of a side arm and having an armed and trained peace officer available to the public in an emergency is a public benefit, and

**WHEREAS**, it is not the Board of Supervisor's intention to adopt a policy allowing retirees to retain county property except as specifically stated herein, and

**WHEREAS**, the Board of Supervisors finds that the incidental benefit to an individual does not outweigh the public benefit of awarding a retired peace officer his/her personal side arm.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors, based on the foregoing, establishes that a peace officer retiring from a minimum of ten (10) years of county service is eligible to retain their respective assigned side arm as their personal property upon award of same by the Board.

**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the \_\_\_\_ day of \_\_\_\_\_ 2020 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

COUNTY OF SIERRA

\_\_\_\_\_  
JIM BEARD  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

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

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

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

<b>MEETING DATE:</b> March 17, 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:** Board of Supervisors  
**APPROVING PARTY:** Heather Foster, Clerk of the Board  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Appointment to the Cemetery District No. 2.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other  
Application and Roster

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

<b>Committee Name</b>	<b>Member Name</b>	<b>Position</b>	<b>Term Expiration Date</b>	<b>Term Expiration Year</b>
Cemetery District #2	BABROS, WAYNE	TRUSTEE	3/31/2020	2020
Cemetery District #2	DURRETT, CHERYL	TRUSTEE	3/31/2022	2022
Cemetery District #2	HAMB, MADELEINE	TRUSTEE	3/31/2023	2023

# SIERRA COUNTY

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



Heather Foster  
Clerk-Recorder

## AMENDED LIST OF APPOINTIVE TERMS EXPIRING IN 2020

On or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. The appointees' list shall contain a list of all appointive terms which will expire during the 2020 Calendar Year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.

### BEHAVIORAL HEALTH ADVISORY BOARD – Resident of County – One (1) Expiring Term

Name	Appointment Date	Application Deadline	Expiration Date
Sara Wright	N/A	April 14, 2021	April 30, 2020

### CEMETERY DISTRICT #2 – Resident of District – One (1) Expiring Terms (Pike, Alleghany, Forest City)

Name	Appointment Date	Application Deadline	Expiration Date
Wayne Babros	September 6, 2011	March 10, 2020	March 31, 2020

### LOCAL SOLID WASTE ENFORCEMENT HEARING PANEL – One Public at Large and One with Solid Waste Expertise – Two (2) Expiring Terms

Name	Appointment Date	Application Deadline	Expiration Date
Doug Ames	June 7, 2016	May 26, 2020	June 5, 2020
Betty Thatcher	June 7, 2016	May 26, 2020	June 5, 2020

### NEVADA-SIERRA REGIONAL IN HOME SUPPORTIVE SERVICES (JPA) – Resident of County – Two (2) Expiring Terms

Name	Appointment Date	Application Deadline	Expiration Date
Vacant	N/A	N/A	One Year Term
Vacant	N/A	N/A	Two Year Term

### PLIOCENE RIDGE COMMUNITY SERVICE DISTRICT. – Elector Residing in District – Three (3) Expiring Terms

Name	Appointment Date	Application Deadline	Expiration Date
Christopher Mills	January 16, 2018	December 8, 2020	December 31, 2020
Grace Lundeen-Knowles	April 5, 2016	December 8, 2020	December 31, 2020
Bruce Coons	February 5, 2013	December 8, 2020	December 31, 2020

### PLANNING COMMISSION – Resident of County – Three (3) Expiring Terms

Name	Appointment Date	Application Deadline	Expiration Date
Mike Filippini	December 20, 2016	December 8, 2020	December 31, 2020
Janet Baldrige	December 20, 2016	December 8, 2020	December 31, 2020
Liz Fisher	January 7, 2014	December 8, 2020	December 31, 2020

### PLUMAS-SIERRA COUNTY FAIR BOARD OF DIRECTORS – Resident of County – One (1) Expiring Term

Name	Appointment Date	Application Deadline	Expiration Date
Vacant	N/A	November 24, 2020	December 1, 2020

**SIERRA VALLEY RESOURCE CONSERVATION DISTRICT – Resident of County and Landholder – Three (3)**  
Expiring Terms

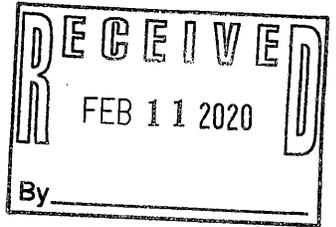
<u>Name</u>	<u>Appointment Date</u>	<u>Application Deadline</u>	<u>Expiration Date</u>
Lewis Van Vleck	October 15, 2019	November 24, 2020	December 4, 2020
Cleve Anseth	June 5, 2018	November 24, 2020	December 4, 2020
David Goicoechea	January 8, 2013	November 24, 2020	December 4, 2020

Anyone wishing to apply for any of the above positions may request an application from the County Clerk’s Office, P.O. Drawer D, Downieville, CA, at 530-289-3295 or access our website at [www.sierracounty.ca.gov](http://www.sierracounty.ca.gov) under Board of Supervisors. Applications must be received in the County Clerk’s Office by 4:00 p.m. on the stated deadline for each position. Postmarks are not accepted.



SIERRA COUNTY BOARD OF SUPERVISORS

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD OR COMMISSION



PLEASE PRINT OR TYPE

APPLICATION FOR MEMBERSHIP ON: Cemetery Dist 2 Board

FILING DEADLINE (AS LISTED ON VACANCY LISTING): 2020

NAME: WAYNE C. Babros

RESIDENCE ADDRESS: PO BOX 965 MAIN ST, Alleghany CA

MAILING ADDRESS: 352 MAIN ST

PHONE NUMBERS: HOME: 530-287-3408 BUSINESS:

EMAIL:

IN WHICH SUPERVISORIAL DISTRICT DO YOU RESIDE? Lee Adams

TIMES YOU ARE AVAILABLE FOR MEETINGS? DAYS: TIMES:

EMPLOYMENT EXPERIENCE: USFS 26 years, DOI 22 years

ORGANIZATION AND COMMUNITY EXPERIENCE: Alleghany FIRE Dept, WC ACWD, Cemetery Dist 2 Board

OTHER EXPERIENCE WHICH YOU FEEL WOULD BE HELPFUL TO BRING TO THE ATTENTION OF BOARD MEMBERS IN MAKING THIS APPOINTMENT: Cemetery Dist 2 Alleghany

EDUCATION (INCLUDE HIGH SCHOOL, COLLEGE AND/OR UNIVERSITY, AND GRADUATE STUDY): 2 yrs College

WHY WOULD YOU LIKE TO BE APPOINTED? Help out the community of Alleghany

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

DATE: FEB 5, 2020

SIGNATURE: Wayne C. Babros

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

MEMBERS OF THIS ADVISORY BOARD OR COMMISSION ARE:

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



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

<b>MEETING DATE:</b> March 17, 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  
**PHONE NUMBER:** 559-500-1600

**AGENDA ITEM:** Closed session pursuant to Government Code Section 54957 - performance review regarding Director of Planning and Transportation.

**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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CLERK TO THE BOARD DATE

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

<b>MEETING DATE:</b> March 17, 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> County Counsel <b>APPROVING PARTY:</b> David Prentice <b>PHONE NUMBER:</b> 559-500-1600
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**AGENDA ITEM:** Closed session pursuant to Government Code Section 54956.9(a) - conference with counsel regarding the following litigation: ARP - Loylton Cogen LLC Chapter 11 Bankruptcy - United States Bankruptcy Court Central District Case No. 8:20-bk-10535-ES.

**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**

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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 17, 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> County Counsel <b>APPROVING PARTY:</b> David Prentice <b>PHONE NUMBER:</b> 559-500-1600
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**AGENDA ITEM:** Closed session pursuant to Government Code section 54956.9(a) - conference with legal counsel regarding the following litigation: Sierra County v. Loylton Mobile Home Park, Sierra County Superior Court Case No. 7677.

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

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

<b>MEETING DATE:</b> March 17, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input checked="" 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:** Public Health Coronavirus Presentation

**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**

<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 17, 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:** Behavioral Health  
**APPROVING PARTY:** Lea Salas, Administrative Director  
**PHONE NUMBER:** (530) 993-6746

**AGENDA ITEM:** Approval of County Certification of Network Adequacy Data and Documentation Submission

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

**BACKGROUND INFORMATION:** Please see attached memo

**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**

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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  
**Reference:** Agenda Item  
**Date of memo:** March 06, 2020  
**Date of Board Meeting:** March 17, 2020

**Requested Action:** Approval of County Certification of Network Adequacy Data and Documentation Submission

**Mandated by:** 42 C.F.R. §§ 438.640 and 468.6060

## Funding

Budgeted? Yes  No

Revenue		Source(s)
Expenses		Budget attached
Difference		

**Background Information:** In accordance with Title 42 of the Code of Federal Regulations (C.F.R.), section 438.207, DHCS is required to certify to the Centers for Medicare and Medicaid Services that each Mental Health Plans network meets the Department of Health Care's Network Adequacy Standards. Each County's Chief Administrative Officer, or equivalent, must certify that the information submitted by the Mental Health Plan in their County is accurate, complete and truthful.

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:** Sierra County would not be in compliance.



# Sierra County Health and Human Services

## Social Services

P.O. Box 1019  
Loyalton, CA 96118  
202 Front Street  
(530) 993-6720  
Fax (530) 993-6767  
Vickie Clark- Director

## Public Health

P.O. Box 7  
Loyalton, CA 96118  
202 Front Street  
(530) 993-6700  
Fax (530) 993-6790  
Vickie Clark- Director

## Behavioral Health

P.O. Box 265  
Loyalton, CA 96118  
704 Mill Street  
(530) 993-6746  
Fax (530) 993-6759  
Lea Salas- Director  
Kathryn Hill- Clinical Director

## Human Services

**Satellite Office**  
P.O. Box 38  
Downieville, CA 95936  
22 Maiden Lane  
(530) 289-3711  
Fax (530) 289-3716

## COUNTY CERTIFICATION OF NETWORK ADEQUACY DATA AND DOCUMENTATION SUBMISSION

I, Jim Beard, hereby certify that I am the County Administrative Officer (CAO), or equivalent, for Sierra County. In accordance with Title 42 of the Code of Federal Regulations, sections 438.604 and 438.606, I attest on behalf of Sierra County Mental Health Plan (MHP) that the submission of data, information and documentation to the Department of Health Care Services (DHCS) in support of assurances as required in 438.207 is accurate, complete, and truthful based upon best information, knowledge, and belief. I understand that the documentation submitted will form the basis for DHCS' certification that the MHP has complied with the State's requirements for the availability and accessibility of services, including the adequacy of the provider network.

I certify to the accuracy of the following data, information and documentation, submitted to DHCS, on April 1, 2020:

- Network Adequacy Certification Tool (NACT)
- Grievance and Appeals
- Language Line Utilization Chart
- Provider Directory
- MAPS
- Continuity of Care Report
- Timely Access
- Organizational Chart

Printed Name: Jim Beard

Signature: \_\_\_\_\_

Title: Chairman, Sierra County Board of Supervisors

Date: March 17, 2020



# Sierra County Health and Human Services

## Social Services

P.O. Box 1019  
Loyalton, CA 96118  
202 Front Street  
(530) 993-6720  
Fax (530) 993-6767  
Vickie Clark- Director

## Public Health

P.O. Box 7  
Loyalton, CA 96118  
202 Front Street  
(530) 993-6700  
Fax (530) 993-6790  
Vickie Clark- Director

## Behavioral Health

P.O. Box 265  
Loyalton, CA 96118  
704 Mill Street  
(530) 993-6746  
Fax (530) 993-6759  
Lea Salas- Director  
Kathryn Hill- Clinical Director

## Human Services

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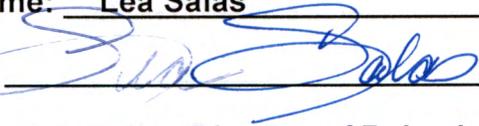
## COUNTY CERTIFICATION OF NETWORK ADEQUACY DATA AND DOCUMENTATION SUBMISSION

I, Lea Salas, hereby certify that I am the Director of Sierra County, or the Director's designee, for Sierra County. In accordance with Title 42 of the Code of Federal Regulations, sections 438.604 and 438.606, I attest on behalf of Sierra County Mental Health Plan (MHP) that the submission of data, information and documentation to the Department of Health Care Services (DHCS) in support of assurances as required in 438.207 is accurate, complete, and truthful based upon best information, knowledge, and belief. I understand that the documentation submitted will form the basis for DHCS' certification that the MHP has complied with the State's requirements for the availability and accessibility of services, including the adequacy of the provider network.

I certify to the accuracy of the following data, information and documentation, submitted to DHCS, on April 1, 2020:

- Network Adequacy Certification Tool (NACT)
- Grievance and Appeals
- Language Line Utilization Chart
- Provider Directory
- MAPS
- Continuity of Care Report
- Timely Access
- Organizational Chart

Printed Name: Lea Salas

Signature: 

Title: Administrative Director of Behavioral Health

Date: March 17, 2020

**Network Adequacy Certification Tool**

**Purpose:**

The Department of Health Care Services (DHCS) will review, validate and certify the provider network of each Mental Health Plan (MHP), herein referred to as Plans. DHCS must ensure adequate access to appropriate service providers in accordance with Title 42 of the Code of Federal Regulations parts 438.207, 438.68 and 438.206(c)(1). The information will be used in the assurance of compliance with network adequacy requirements DHCS must send to the Centers for Medicare and Medicaid Services (CMS). In order to demonstrate network adequacy, Plans must submit a completed Network Adequacy Certification Tool (NACT).

**DO NOT** alter the NACT, such as adding columns, changing formats, revising drop-down options. Since the DHCS database requires uniform submission of data, alteration of the NACT will result in the rejection of the MHP's submission.

**Submission:**

Plans must upload electronic submissions\* of the NACT and supporting documentation into their BHIS - CSI system account 'data exchange' folder, by the submission deadline established in the Information Notice. When submitting files, each plan must use the following naming convention:

NACT\_(County Code)\_MHP\_(Plan Name)\_(Fiscal Year)\_(Submission Date)

\* Example: NACT\_05\_MHP\_Alameda\_2018\_040119

\*Please contact NACTData@DHCS.ca.gov with any questions or to troubleshoot technical errors regarding the submission of the NACT or supporting documentation.

**Enter Plan/County Information Below**

Enter Plan/County Information Below		Instructions:
Plan Name:	Placer-Sierra MHP	Enter the plan name associated with the Mental Health Plan
County:	Sierra	Select the appropriate County
Plan Contact Name:	Kathryn Hill, LMFT	Enter the name of plan's contact related to network adequacy certification
Plan Contact Phone:	530-993-6746	Enter the contact's phone number
Plan Contact Email:	khill@sierracounty.ca.gov	Enter the contact's e-mail address

**Exhibit A-1: Organization**

All Plans must complete and submit Exhibit A-1. For the purposes of network adequacy, Plans must complete Exhibit A-1 in reference to the county (Row #1) AND the Plan's subcontracted organizations. The term "Organization" refers to the parent organization and/or legal entity designation. Telehealth organizations must be included in this exhibit.

- Column B: Organizational Provider Name
- Column C: Legal Entity Number
- Column D: NPI Number - Type 2
- Column E: Tax ID
- Column F: Provider Group Name/Affiliation
- Column G: Contract Effective Date

Column H: Contract Expiration Date

- Column I: Address
- Column J: Suite
- Column K: City
- Column L: State
- Column M: Zip Code

- Column N: Maximum Number of Medi-Cal Beneficiaries
- Column O: Current Number of Medi-Cal Beneficiaries
- Column P: Ownership Type
- Column Q: Name of CEO
- Column R: Name of CFO

**Instructions:**

- Enter the Organizational Provider's Name
- Enter the 5-digit Legal Entity Number (Assigned to MHP Organizations)
- Enter the 10-digit National Provider Identification (NPI) number assigned to the organization
- Enter the organization's Tax ID
- Enter the organization's Provider Group Name (if applicable)
- Enter the contract effective date in the following format: mm/dd/yyyy. For the MHP, enter the term dates of the MHP's contract with DHCS. For the MHP's network providers, enter the term dates of the MHP's contract with the provider.
- Enter the contract expiration date in the following format: mm/dd/yyyy. For the MHP, enter the term dates of the MHP's contract with DHCS. For the MHP's network providers, enter the term dates of the MHP's contract with the provider.
- Enter the organization's address (exclude suite or room number)
- Enter the organization's suite number (if applicable)
- Enter the organization's city
- Enter the organization's state abbreviation (e.g. CA)
- Enter the organization's 5-digit zip code
- Enter the maximum number of beneficiaries the Organizational/Group Provider will accept
- Enter the current number beneficiaries assigned to the Organizational/Group Provider
- Select the appropriate ownership type
- Enter the chief executive officer's name (if applicable)
- Enter the chief financial officer's name (if applicable)

**Exhibit A-2: Site**

All Plans must complete and submit Exhibit A-2. The term "site" refers to the physical location (i.e., clinic sites or satellite sites) where services are rendered to Medi-Cal beneficiaries. The "site" information must include county-owned and operated facilities and contracted network provider sites.

- Column B: Site Name
- Column C: Legal Entity Number
- Column D: NPI Number - Type 2
- Column E: DEA Number
- Column F: Site County Location
- Column G: Address
- Column H: Suite
- Column I: City
- Column J: State
- Column K: Zip Code
- Column L: Provider Number
- Column M: Service Type - Mental Health Services
- Column N: Service Type - Targeted Case Management
- Column O: Service Type - Crisis Intervention
- Column P: Service Type - Medication Support
- Column Q: Service Type - Intensive Care Coordination
- Column R: Service Type - Intensive Home Based Services
- Column S: Service Type - Short Term Residential Therapeutic Programs
- Column T: Hours of Operation
- Column U: ADA Compliant for Physical Plant
- Column V: TDD/TTY Equipment Available
- Column W: Distance Between Site and Closest Public Transportation
- Column X: Telehealth Station/Equipment Available at Site
- Column Y: Language Capacity - Arabic
  
- Column Z: Language Capacity - Armenian
- Column AA: Language Capacity - Cambodian
- Column AB: Language Capacity - Cantonese
- Column AC: Language Capacity - English
- Column AD: Language Capacity - Farsi
- Column AE: Language Capacity - Hmong
- Column AF: Language Capacity - Korean
- Column AG: Language Capacity - Mandarin
- Column AH: Language Capacity - Other Chinese
- Column AI: Language Capacity - Russian
- Column AJ: Language Capacity - Spanish
- Column AK: Language Capacity - Tagalog
- Column AL: Language Capacity - Vietnamese
- Column AM: Language Capacity - American Sign Language (ASL)
- Column AN: Language Line Available
- Column AO: Other Language Services Available

**Instructions:**

- Enter the Site's Name
- Enter the 5-digit Legal Entity Number (Assigned to MHP Organizations)
- Enter the 10-digit National Provider Identification (NPI) number assigned to the site
- Enter the site's Drug Enforcement Administration (DEA) Number (if applicable)
- Select the appropriate County
- Enter the site's address (exclude suite or room number)
- Enter the site's suite number (if applicable)
- Enter the site's city
- Enter the site's state abbreviation (e.g. CA)
- Enter the site's 5-digit zip code
- Enter the Site's Provider Number
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if this site is a licensed STRTP provider
- Enter the number of hours the site is available to serve Medi-Cal beneficiaries per week
- Select Yes or No. If no, please submit proof of exemption
- Select Yes or No
- Select the appropriate distance
- Select Yes or No to indicate if the site has appropriate telehealth equipment available
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to denote if the site has the capability to utilize a language line service to screen and/or render services in a non-English language
- Enter any other language services available

**Exhibit A-3: Rendering Service Providers**

All Plans must complete and submit Exhibit A-3. The term "rendering service provider" refers to the individual practitioner, acting within his or her scope of practice, who is rendering services directly to the beneficiaries. This includes individuals employed by the Plan, individuals employed by a contracted organization, individual members of a provider group, and individual practitioners rendering services through "fee-for-service" contracts with the Plan. Telehealth practitioners must be included in this exhibit.

- Column B: Provider's Last Name
- Column C: Provider's First Name
- Column D: NPI Number - Type 1
- Column E: NPI Number - Type 2
- Column F: DEA Number
- Column G: Contract Effective Date
  
- Column H: Contract Expiration Date

**Instructions:**

- Enter the provider's last name
- Enter the provider's first name
- Enter the rendering provider's 10-digit National Provider Identifier (NPI) - Type 1
- Enter the site's 10-digit National Provider Identifier (NPI) - Type 2
- Enter the rendering provider's Drug Enforcement Administration (DEA) Number (if applicable)
- Enter the contract effective date in the following format: mm/dd/yyyy. For the MHP's employees, enter the term dates of the MHP's contract with DHCS. For the MHP's network providers, enter the term dates of the MHP's contract with the provider.
- Enter the contract expiration date in the following format: mm/dd/yyyy. For the MHP's employees, enter the term dates of the MHP's contract with DHCS. For the MHP's network providers, enter the term dates of the MHP's contract with the provider.

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Column I: Address	Enter the provider's address (exclude suite or room number). NOTE: If a rendering provider operates at more than one site, enter the rendering provider for each site. The provider's FTE MUST be divided up by site.
Column J: Suite	Enter the provider's suite number (if applicable)
Column K: City	Enter the provider's city
Column L: State	Enter the provider's state abbreviation (e.g. CA)
Column M: Zip Code	Enter the provider's 5-digit zip code
Column N: Provider Type - Licensed Psychiatrists	Select Yes or No to indicate provider type/discipline of each rendering provider
Column O: Provider Type - Licensed Physicians	Select Yes or No to indicate provider type/discipline of each rendering provider
Column P: Provider Type - Licensed Psychologists	Select Yes or No to indicate provider type/discipline of each rendering provider
Column Q: Provider Type - Licensed Clinical Social Workers	Select Yes or No to indicate provider type/discipline of each rendering provider
Column R: Provider Type - Licensed Marriage and Family Therapists	Select Yes or No to indicate provider type/discipline of each rendering provider
Column S: Provider Type - Registered Nurses	Select Yes or No to indicate provider type/discipline of each rendering provider
Column T: Provider Type - Certified Nurse Specialists	Select Yes or No to indicate provider type/discipline of each rendering provider
Column U: Provider Type - Nurse Practitioners	Select Yes or No to indicate provider type/discipline of each rendering provider
Column V: Provider Type - Licensed Vocational Nurses	Select Yes or No to indicate provider type/discipline of each rendering provider
Column W: Provider Type - Psychiatric Technicians	Select Yes or No to indicate provider type/discipline of each rendering provider
Column X: Provider Type - Mental Health Rehabilitation Specialists	Select Yes or No to indicate provider type/discipline of each rendering provider
Column Y: Provider Type - Physician Assistants	Select Yes or No to indicate provider type/discipline of each rendering provider
Column Z: Provider Type - Pharmacists	Select Yes or No to indicate provider type/discipline of each rendering provider
Column AA: Provider Type - Occupational Therapists	Select Yes or No to indicate provider type/discipline of each rendering provider
Column AB: Provider Type - Licensed Professional Clinical Counselor	Select Yes or No to indicate provider type/discipline of each rendering provider
Column AC: Provider Type - Associate Clinical Social Worker	Select Yes or No to indicate provider type/discipline of each rendering provider
Column AD: Provider Type - Associate Marriage Family Therapist	Select Yes or No to indicate provider type/discipline of each rendering provider
Column AE: Provider Type - Associate Professional Clinical Counselor	Select Yes or No to indicate provider type/discipline of each rendering provider
Column AF: Provider Type - Waivered Psychologist	Select Yes or No to indicate provider type/discipline of each rendering provider
Column AG: Provider Type - Other Qualified Providers	Select Yes or No to indicate provider type/discipline of each rendering provider
Column AH: Service Type - Mental Health Services	Select Yes or No to indicate if each rendering provider offers this SMHS service
Column AI: Service Type - Case Management	Select Yes or No to indicate if each rendering provider offers this SMHS service
Column AJ: Service Type - Crisis Intervention	Select Yes or No to indicate if each rendering provider offers this SMHS service
Column AK: Service Type - Medication Support	Select Yes or No to indicate if each rendering provider offers this SMHS service

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Column AL: Service Type - Intensive Care Coordination	Select Yes or No to indicate if each rendering provider offers this SMHS service
Column AM: Service Type - Intensive Home Based Services	Select Yes or No to indicate if each rendering provider offers this SMHS service
Column AN: California Practitioner License Number	Enter the provider's California practitioner license number (if applicable)
Column AO: Age Group Served	Select the appropriate age group (0-20 OR 21+) - Select only <b>one</b> group per provider entry. If the rendering provider serves both age groups, enter the provider detail in multiple rows. Please note: the FTE for each rendering provider must be entered BY AGE GROUP and/or BY SITE. The FTE sum for one rendering provider shall not exceed 100.
Column AP: Full-Time Equivalent	For <b>each age group</b> served by the provider, enter the percentage of a full-time equivalent (FTE) position each rendering provider is available, by site, to serve beneficiaries. Enter the percentage as a numeric three digit value that is greater than or equal to "000" and less than or equal to "100". For example, 20 hours per week or 0.5 full-time equivalents would equate to "050".  The maximum FTE value is 100 for each rendering provider. The sum of percentages for one rendering provider located at different sites and/or serving multiple age groups shall not exceed 100.  If a provider serves adults and children/youth, the provider's FTE percentage should be reported for each age group. For example, if one FTE rendering provider serves children/youth 30% of the time and adults 70% of the time, enter the respective FTE value for that age group (i.e., 030 for 0-20; 070 for 21+).
Column AQ: Maximum Number of Medi-Cal Beneficiaries rendering provider will accept	Enter the maximum caseload
Column AR: Current Number of Medi-Cal Beneficiaries assigned to provider	Enter the current caseload
Column AS: Language Capacity - Arabic	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column AT: Language Capacity - Armenian	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column AU: Language Capacity - Cambodian	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column AV: Language Capacity - Cantonese	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column AW: Language Capacity - English	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column AX: Language Capacity - Farsi	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column AY: Language Capacity - Hmong	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column AZ: Language Capacity - Korean	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column BA: Language Capacity - Mandarin	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column BB: Language Capacity - Other Chinese	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"

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Column BC: Language Capacity - Russian

Select the appropriate value for each rendering provider:

Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.

Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.

N/A - The individual does not meet criteria for "Excellent" or "Good"

Column BD: Language Capacity - Spanish

Select the appropriate value for each rendering provider:

Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.

Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.

N/A - The individual does not meet criteria for "Excellent" or "Good"

Column BE: Language Capacity - Tagalog

Select the appropriate value for each rendering provider:

Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.

Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.

N/A - The individual does not meet criteria for "Excellent" or "Good"

Column BF: Language Capacity - Vietnamese

Select the appropriate value for each rendering provider:

Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.

Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.

N/A - The individual does not meet criteria for "Excellent" or "Good"

Column BG: Language Capacity - American Sign Language (ASL)

Select the appropriate value for each rendering provider:

Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.

Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.

Column BH: Cultural Competence Training

Select Yes or No to indicate if the rendering provider received cultural competence training within the past 12 months

Column BI: Hours of Cultural Competence Training Completed

Enter the hours of cultural competence training completed in the past 12 months

Column BJ: Telehealth Provider

Select Yes or No if the rendering provider delivers services via telehealth. Please note: all telehealth psychiatry service providers should be included in the NACT Exhibit A-3.

Column BK: Field-Based Services

Select Yes or No to indicate if the rendering provider travels to beneficiaries (e.g., beneficiary's home) and/or community settings to deliver covered services.

Column BL: Distance Provider Travels to Field-Based Services

If yes, enter the distance (i.e., actual mileage) the provider will travel to deliver services.

**Exhibit B-1: Field-Based Services**

**(This section only applies to providers who provide mobile or telehealth/satellite services)**

All Plans must complete Exhibit B-1, if rendering providers routinely travel to a satellite site or a fixed-location community setting (e.g., school, community center) and/or the Plan utilizes field-based, mobile, and/or community-based services (e.g., mobile units, satellite sites, community centers) to deliver services to beneficiaries in community-based settings (**NOT** including a beneficiary's home).

Column B: Provider Name  
Column C: Satellite Address Site  
Column D: Suite  
Column E: City  
Column F: State  
Column G: Zip Code  
Column H: Site Used to Meet Time and Distance Standards  
Column I: Frequency of Provider using Satellite Site

**Instructions:**

Enter the name of the rendering provider who delivers services at satellite site  
Enter the address of the satellite site where services are rendered (exclude suite or room number)  
Enter the suite number of the satellite site where services are rendered (if applicable)  
Enter the city of the satellite site where services are rendered.  
Enter the state abbreviation of the satellite site where services are rendered (e.g. CA)  
Enter the 5-digit zip code of the satellite site where services are rendered  
Select Yes or No  
Select the frequency that the provider travels to the satellite site to render services

**Exhibit B-2: American Indian Health Facilities**

Plans must complete Exhibit B-2 to demonstrate compliance with Federal regulations addressing protections for American Indians and American Indian Health Services provided within a managed care system (42 CFR 438.14). American Indians and American Indian Health Facilities (IHF) are not required to maintain MHP affiliation; however, they retain the option to join a MHP at any time. In the exhibit, Plans must to document any and all efforts to contract with American Indian Health Facilities in the Plan's service area.

If the Plan does not have a contract with any AIHFs, the Plan must submit an explanation to DHCS that includes supporting documentation, to justify the absence of the mandatory provider type in the Plan's network. DHCS will review the Plan's submission to determine compliance.

- Column B: Provider, Health Center, or Facility Name
- Column C: Organization NPI (Type 2)
- Column D: County
- Column E: Address
- Column F: Suite
- Column G: City
- Column H: State
- Column I: Zip Code
- Column J: Does your plan provide beneficiaries access to this provider, health center, or facility which does not contract with your MHP?
- Column K: Does your plan have a current contract in place with this provider, health center, or facility?
- Column L: Contact Date Reporting Month
- Column M: Contact Date Reporting Year
- Column N: Outcome of the Efforts or Reason for Declining Request to Contract with the MHP

**Instructions:**

- Enter the name of the provider, health center, or facility
- Enter the Organization's 10-digit National Provider Identifier (NPI) - Type 2
- Select the appropriate County
- Enter the provider, health center, or facility address (exclude suite or room number)
- Enter the provider, health center, or facility suite number (if applicable)
- Enter the provider, health center, or facility city
- Enter the provider, health center, or facility state abbreviation (e.g. CA)
- Enter the provider, health center, or facility 5-digit zip code
- From the drop down menu, select whether the MHP provides access to non-plan provider, health center, or facility. If answer is "No or Other", complete Column L.
- From the drop down menu, select if MHP has contract with provider, health center, or facility. If answer is "No", complete Columns M and N.
- From the drop down menu, select the corresponding month MHP contacted provider, health center, or facility for the data reported.
- From the drop down menu, select the corresponding year MHP contacted provider, health center, or facility for the data reported.
- Enter the reason, provide steps or an explanation including date of last communication as to why the MHP either has not contracted or reached a contractual agreement with provider, health center or facility.

**C-1 Provider Counts**

All MHPs should complete and submit Exhibit C-1. In the table provided on Exhibit C-1, enter the number of provider full-time equivalents (FTE) within the existing network, separated by provider type and the age group(s) served.

Enter the number of provider FTEs for the following provider types: Licensed Psychiatrists, Licensed Physicians, Licensed Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapists, Registered Nurses, Certified Nurse Specialists, Nurse Practitioners, Licensed Vocational Nurses, Psychiatric Technicians, Mental Health Rehabilitation Specialists, Physician Assistants, Pharmacists, Occupational Therapists, Licensed Professional Clinical Counselor, Associate Clinical Social Worker, Associate Marriage Family Therapist, Associate Professional Clinical Counselor, and Other Qualified Providers.

A-1 Organization	Organizational Provider Name	Legal Entity Number	NPI Number - Type 2	Tax ID	Provider Group Name/Affiliation	Contract Effective Date	Contract Expiration Date	Address	Suite	City	State	Zip Code	Maximum Number of Medical Beneficiaries	Current Number of Medical Beneficiaries
	<i>Enter the Organizational Provider's Name</i>	<i>Enter the 5-digit Legal Entity Number (Assigned to MHP Organizations)</i>	<i>Enter the 10-digit National Provider Identification (NPI) number assigned to the organization</i>	<i>Enter the organization's Tax ID</i>	<i>Enter the organization's Provider Group Name (if applicable)</i>	<i>Enter the contract effective date in the following format: mm/dd/yyyy</i>	<i>Enter the contract expiration date in the following format: mm/dd/yyyy</i>	<i>Enter the organization's address (exclude suite or room number)</i>	<i>Enter the organization's suite number (if applicable)</i>	<i>Enter the organization's city</i>	<i>Enter the organization's state abbreviation (e.g. CA)</i>	<i>Enter the organization's 5-digit zip code</i>	<i>Enter the maximum number of beneficiaries the Organizational/Group Provider will accept</i>	<i>Enter the current number of beneficiaries assigned to the Organizational/Group Provider</i>
1	Sierra County Behavioral Health	00046	1114145752	94-6000536	Sierra County Behavioral Health			704 Mill Street		Loyalton	CA	96118	95	60

A-2 Site	Site Name	Legal Entity Number	NPI Number - Type 2	DEA Number	Site County Location
	<i>Enter the Site's Name</i>	<i>Enter the 5-digit Legal Entity Number (Assigned to MHP Organizations)</i>	<i>Enter the 10-digit National Provider Identification (NPI) number assigned to the site</i>	<i>Enter the site's Drug Enforcement Administration (DEA) Number (if applicable)</i>	<i>Select the appropriate county</i>
1	Sierra County Behavioral Health - Loyalton	00046	1114145752	NA	Sierra
2	Sierra County Behavioral Health - Downieville Satellite Office	00046	1114145752	NA	Sierra

Address	Suite	City	State	Zip Code
<i>Enter the site's address (exclude suite or room number)</i>	<i>Enter the site's suite number (if applicable)</i>	<i>Enter the site's city</i>	<i>Enter the site's state abbreviation (e.g. CA)</i>	<i>Enter the site's 5-digit zip code</i>
704 Mill Street		Loyalton	CA	96118
22 Maiden Lane		Downieville	CA	95936

Service Type - Mental Health Services	Service Type - Case Management	Service Type - Crisis Intervention	Service Type - Medication Support	Service Type - Intensive Care Coordination
<i>Select Yes or No to indicate if the site offers this SMHS service type</i>	<i>Select Yes or No to indicate if the site offers this SMHS service type</i>	<i>Select Yes or No to indicate if the site offers this SMHS service type</i>	<i>Select Yes or No to indicate if the site offers this SMHS service type</i>	<i>Select Yes or No to indicate if the site offers this SMHS service type</i>
Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes

<b>Service Type - Short Term Residential Therapeutic Programs</b>	<b>Hours of Operation</b>	<b>ADA Compliant for Physical Plant</b>	<b>TDD/TTY Equipment Available</b>	<b>Distance Between Site and Closest Public Transportation</b>
<i>Select Yes or No to indicate if the site is a licensed STRTP provider</i>	<i>Enter the number of hours the site is available to serve Medical beneficiaries per week</i>	<i>Select Yes or No. If no, please submit proof of exemption</i>	<i>Select Yes or No</i>	<i>Select the appropriate distance</i>
No	40	Yes	No	Greater than 1.0 miles
No	40	Yes	No	Greater than 1.0 miles

Language Capacity - Arabic	Language Capacity - Armenian	Language Capacity - Cambodian	Language Capacity - Cantonese	Language Capacity - English
<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>
No	No	No	No	Yes
No	No	No	No	Yes

Language Capacity - Hmong	Language Capacity - Korean	Language Capacity - Mandarin	Language Capacity - Other Chinese	Language Capacity - Russian
<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>
No	No	No	No	No
No	No	No	No	No

Language Capacity - Tagalog	Language Capacity - Vietnamese	Language Capacity - American Sign Language (ASL)	Language Line Available	Other Language Services Available
<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to denote if the site has the capability to utilize a language line service to screen and/or render services in a non-English language</i>	<i>Enter any other language services available</i>
No	No	No	Yes	Telelanguage
No	No	No	Yes	Telelanguage

A-3 Rendering Service Providers	Provider's Last Name	Provider's First Name	NPI Number - Type 1	NPI Number - Type 2	DEA Number	Contract Effective Date	Contract Expiration Date	Address	
	<i>Enter the provider's last name</i>	<i>Enter the provider's first name</i>	<i>Enter the rendering provider's 10-digit National Provider Identifier (NPI) - Type 1</i>	<i>Enter the site's 10-digit National Provider Identifier (NPI) - Type 2</i>	<i>Enter the rendering provider's Drug Enforcement Administration (DEA) Number (if applicable)</i>	<i>Enter the contract effective date in the following format: mm/dd/yyyy. For the MHP, enter the term dates of the MHP's contract with DHCS. For the MHP's employees, enter the term dates of the MHP's contract with the provider</i>	<i>Enter the contract expiration date in the following format: mm/dd/yyyy. For the MHP, enter the term dates of the MHP's contract with DHCS. For the MHP's employees, enter the term dates of the MHP's contract with the provider</i>	<i>Enter the provider's address (exclude suite or room number). NOTE: If a rendering provider operates at more than one site, enter the rendering provider for each site. The provider's FTE MUST be divided up by site.</i>	<i>Enter the number</i>
1	Bittker	Thomas	1861424988	1114145752	FB5566192	7/1/2019	6/30/2020	704 Mill Street	
2	Bittker	Thomas	1861424988	1114145752	FB5566192	7/1/2019	6/30/2020	704 Mill Street	
3	Coffman	Barbara	1740420777	1114145752		5/1/2019	6/30/2020	22 Maiden Lane	
4	Coffman	Barbara	1740420777	1114145752		5/1/2019	6/30/2020	22 Maiden Lane	
5	Goddard	Andrew	1346294725	1114145752	BG5179898	7/1/2019	6/30/2020	22 Maiden Lane	
6	Lowe	Mary	1063534865	1114145752		7/1/2019	6/30/2020	704 Mill Street	
7	Lowe	Mary	1063534865	1114145752		7/1/2019	6/30/2020	704 Mill Street	
8	Ocskay	Oliver	1134140882	1114145752		9/1/2019	6/30/2020	704 Mill Street	
9	Ocskay	Oliver	1134140882	1114145752		9/1/2019	6/30/2020	704 Mill Street	

State	Zip Code	Provider Type (SMHS) - Licensed Psychiatrists	Provider Type (SMHS) - Licensed Physicians	Provider Type (SMHS) - Licensed Psychologists	Provider Type (SMHS) - Licensed Clinical Social Workers	Provider Type - Licensed Marriage and Family Therapists	Provider Type (SMHS) - Registered Nurses	Provider Type (SMHS) - Certified Nurse Specialists
<i>Enter the provider's state abbreviation (e.g. CA)</i>	<i>Enter the provider's 5-digit zip code</i>	<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>	<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>	<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>	<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>	<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>	<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>	<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>
CA	96118	Yes	No	No	No	No	No	No
CA	96118	Yes	No	No	No	No	No	No
CA	95936	No	No	No	No	Yes	No	No
CA	95936	No	No	No	No	Yes	No	No
CA	95936	Yes	No	No	No	No	No	No
CA	96118	No	No	No	No	Yes	No	No
CA	96118	No	No	No	No	Yes	No	No
CA	96118	No	No	Yes	No	No	No	No
CA	96118	No	No	Yes	No	No	No	No



Provider Type (SMHS) - Waivered Psychologist	Provider Type (SMHS) - Other Qualified Providers	Service Type (SMHS) - Mental Health Services	Service Type (SMHS) - Case Management	Service Type (SMHS) - Crisis Intervention	Service Type (SMHS) - Medication Support	Service Type (SMHS) - Intensive Care Coordination	Service Type (SMHS) - Intensive Home Based Services	California Practitioner License Number
<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>	<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Enter the provider's practitioner license number (if applicable)</i>
No	No	No	No	No	Yes	No	No	C30013
No	No	No	No	No	Yes	No	No	C30013
No	No	Yes	Yes	Yes	No	No	No	LMFT33434
No	No	Yes	Yes	Yes	No	No	No	LMFT33434
No	No	No	No	No	Yes	No	No	C132659
No	No	Yes	Yes	Yes	No	No	No	LMFT36473
No	No	Yes	Yes	Yes	No	No	No	LMFT36473
No	No	Yes	Yes	Yes	No	No	No	PSY6480
No	No	Yes	Yes	Yes	No	No	No	PSY6480

Full-Time Equivalent	Maximum Number of Medi-Cal Beneficiaries rendering provider will accept	Current Number of Medi-Cal Beneficiaries assigned to provider	Language Capacity - Arabic	Language Capacity - Armenian	Language Capacity - Cambodian
<p>For each age group served by the provider, enter the percentage of a full-time equivalent (FTE) position each rendering provider is available, by site, to serve beneficiaries. Enter the percentage as a numeric three digit value that is greater than or equal to "000" and less than or equal to "100". For example, 20 hours per week or 0.5 full-time equivalents would equate to "050".</p> <p>The maximum FTE value is 100 for each rendering provider. The sum of percentages for one rendering provider located at different sites and/or serving multiple age groups shall not exceed 100.</p> <p>If a provider serves adults and children/youth, the provider's FTE percentage should be reported for each age group. For example, if one FTE rendering provider serves children/youth 30% of the time and adults 70% of the time, enter the respective FTE value for that age group (i.e., 030 for 0-20; 070 for 21+).</p>	Enter the maximum caseload	Enter the current caseload	<p>Select the appropriate value for each rendering provider:  Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.  Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.  N/A - The individual does not meet criteria for "Excellent" or "Good"</p>	<p>Select the appropriate value for each rendering provider:  Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.  Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.  N/A - The individual does not meet criteria for "Excellent" or "Good"</p>	<p>Select the appropriate value for each rendering provider:  Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.  Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.  N/A - The individual does not meet criteria for "Excellent" or "Good"</p>
002	6	3	N/A	N/A	N/A
018	49	14	N/A	N/A	N/A
012	5	3	N/A	N/A	N/A
048	19	27	N/A	N/A	N/A
010	32	11	N/A	N/A	N/A
018	12	6	N/A	N/A	N/A
042	28	20	N/A	N/A	N/A
006	2	0	N/A	N/A	N/A
034	14	12	N/A	N/A	N/A



Cultural Competence Training	Hours of Cultural Competence Training Completed	Telehealth Provider	Field-Based Services	Distance Provider Travels to Field-Based Services
<i>Select Yes or No to indicate if the rendering provider received cultural competence training within the past 12 months</i>	<i>Enter the hours of cultural competence training completed in the past 12 months</i>	<i>Select Yes or No if the rendering provider delivers services via telehealth. Please note: all telehealth psychiatry service providers should be included in the NACT Exhibit A-3.</i>	<i>Select Yes or No to indicate if the rendering provider travels to beneficiaries (e.g., beneficiary's home) and/or community settings to deliver covered services.</i>	<i>If yes, enter the distance (i.e., actual mileage) the provider will travel to deliver services.</i>
Yes	2	Yes	No	
Yes	2	Yes	No	
Yes	10	Yes	No	
Yes	8	Yes	No	
Yes	2	Yes	No	
Yes	10	No	No	
Yes	8	No	No	
Yes	10	No	No	
Yes	8	No	No	

B-1 Field-Based Services	Provider Name	Satellite Address Site	Suite	City	State	Zip Code	Site Used to Meet Time and Distance Standards	Frequency of Provider using Satellite Site
	<i>Enter the name of the rendering provider who delivers services at satellite site</i>	<i>Enter the Community Based Provider's address (exclude suite or room number)</i>	<i>Enter the Community Based Provider's suite number (if applicable)</i>	<i>Enter the Community Based Provider's city</i>	<i>Enter the Community Based Provider's state abbreviation (e.g. CA)</i>	<i>Enter the Community Based Provider's 5-digit zip code</i>	<i>Select Yes or No</i>	<i>Select the frequency that the provider uses the satellite site</i>
	1							
	2							
3								



Contract Effective Date	Contract Expired Date	Outcome of the Efforts or Reason for Declining Request to Contract with the MHP
<i>Enter the contract effective date in the following format: mm/dd/yyyy</i>	<i>Enter the contract effective date in the following format: mm/dd/yyyy</i>	<i>Enter the reason, provide steps or an explanation including date of last communication as to why the MHP either has not contracted or reached a contractual agreement with provider, health center or facility.</i>

Age Group Served	Licensed Psychiatrist	Licensed Physicians	Licensed Psychologists	Licensed Clinical Social Workers	Marriage and Family Therapists	Registered Nurses	Certified Nurse Specialists	Nurse Practitioners	Licensed Vocational Nurses
0-20	0.0	0.0	0.1	0.0	0.3	0.0	0.0	0.0	0.0
21+	0.3	0.0	0.3	0.0	0.9	0.0	0.0	0.0	0.0
All Ages	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Total FTEs</b>	<b>0.3</b>	<b>0.0</b>	<b>0.4</b>	<b>0.0</b>	<b>1.2</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

\* FTEs should include all county and contracted providers. To prevent duplicate counts, only select one age group served per rendering provider.



Other Qualified Providers	Total
0.0	0.4
0.0	1.6
0.0	0.0
0.0	1.9



# Sierra County Health and Human Services

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**Social Services**

P.O. Box 1019  
Loyalton, CA 96118  
202 Front Street  
(530) 993-6720  
Fax (530) 993-6767  
Vickie Clark- Director

**Public Health**

P.O. Box 7  
Loyalton, CA 96118  
202 Front Street  
(530) 993-6700  
Fax (530) 993-6790  
Vickie Clark- Director

**Behavioral Health**

P.O. Box 265  
Loyalton, CA 96118  
704 Mill Street  
(530) 993-6746  
Fax (530) 993-6759  
Lea Salas- Director  
Kathryn Hill- Clinical Director

**Human Services**

**Satellite Office**  
P.O. Box 38  
Downieville, CA 95936  
22 Maiden Lane  
(530) 289-3711  
Fax (530) 289-3716

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March 3, 2020

Department of Health Care Services

RE: NACT Supporting Documents related to Grievances and Appeals

To Whom It May Concern:

From December 1, 2019 until February 29, 2020 Sierra County has not received any Grievances or appeals related to Access, Timely Access, or Availability of Services.

A handwritten signature in blue ink that reads "Jamie Franceschini".

Jamie Franceschini  
Quality Improvement/Quality Assurance  
Sierra County Behavioral Health

	Language Line Utilization for 24/7 Access Line	Language Line Utilization for Face-to-Face Service encounters	Language Line Utilization for Telehealth or Telephonic Service Encounters
Exhibit Name: Language Line Utilization	Telelanguage	Telelanguage	Telelanguage
Plan Name	Sierra Mental Health Plan	Sierra Mental Health Plan	Sierra Mental Health Plan
Reporting Period	December 1, 2019 - February 29, 2020	December 1, 2019 - February 29, 2020	December 1, 2019 - February 29, 2020
Total # encounters requiring language line services	0	0	0
# of encounters requiring language line services, stratified by language	0	0	0
Reason services could not be provided by bilingual provider/staff or contracted interpreter	NA	NA	NA

# **Sierra County Behavioral Health Provider Directory**

## **Sierra County Behavioral Health**

NPI: 1114145752

704 Mill Street

PO Box 265

Loyalton, CA 96118

(530)993-6747 Phone

(888)840-8418 24/7 Toll Free Access Line

(877) 332-2754 Sierra County Crisis Line

<http://www.sierracounty.ca.gov/181/Behavioral-Health>

**Office Hours:** Open Mon-Fri 8 am – 5 pm Closed 12 pm – 1 pm daily

**Language:** Translation services are available upon request at no charge to the beneficiary for preferred languages. Spanish Interpreter available on request. Telelanguage available.

**Public Transportation:** Sierra County does not have public transportation. However, the Loyalton Senior Center does have shuttle service available for a fee. Please call (530) 993-4770 for availability. If a beneficiary is in need of transportation to an appointment, they may qualify for transportation assistance.

**Accepting New Beneficiaries**

**ADA Accessible**

**Providers available at this site:**

**Thomas Bittker, MD**

Psychiatrist Service

NPI: 1861424988

License: C30013

Ages seen: 12 years to 99 years

Treatment Specialties: Board certified, forensic and clinical psychiatry

Cultural Specialties: None

Cultural Competency Training: Yes

**Andrew Goddard, M.D.**

Psychiatrist Service

NPI: 1346294725

License: C132659

Ages Seen: 20 years to 99 years

Treatment Specialties: Board certified

Cultural Specialties: None

Cultural Competency Trainings: Yes

**Oliver Ocskay, Ph.D.**

Psychologist Service

NPI: 1134140882

License: PSY6480

Ages Seen: 18 years to 99 years

Treatment Specialties: Attachment disorders, court assessments, depression, anxiety, trauma, domestic violence, dual diagnosis, personality disorders, chronic severe and persistent mental illness, behavior modification, CBT, PTSD, Awareness practices

Cultural Specialties: None

Cultural Competency Trainings: Yes

**Mary Lowe, LMFT**

Licensed Marriage and Family Therapist

NPI: 1063534865

License: MFC36473

Ages Seen: 3 years to 99 years

Treatment Specialties: Play therapy, severely emotionally disturbed youth, children, adolescents, adults, dual diagnosis, attachment disorders, depression, anxiety, trauma, domestic violence, Child Protective Services, SUD

Cultural Specialties: LGBTQ

Cultural Competency Trainings: yes

**Kathryn Hill, LMFT**

Licensed Marriage and Family Therapist

NPI: 1336443852

License: MFC25653

Ages Seen: 12 years to 99 years

Treatment Specialties: Bereavement, grief, depression, anxiety, trauma, EDMR, Hospice: end of life issues, sexual abuse treatment-victim, PTSD, family therapy, EDMR, CBT, somatics and awareness practices, Substance Use Disorders

Cultural Specialties: LGBTQ

Cultural Competency Trainings: Yes

**Earl Daniel Henson, CAODC**

Certified Alcohol and Other Drug Counselor

NPI: 1528550530

License: 6174

Ages Seen: 12 years to 99 years

Treatment Specialties: Perinatal, youth treatment, adult treatment, PC 1000, Drug Court, AB109, group and individual counseling

Cultural Specialties: None

Cultural Competency Training: Yes

**Not Accepting New Patients**

**Robert Szopa. CADC II**

Certified Alcohol and Drug Counselor

NPI: 1457612996

Certification: A052400218

Ages Seen: 12 years to 99 years

Treatment Specialties: Perinatal, youth treatment, adult treatment, PC 1000, Drug Court, AB109, group and individual counseling

Cultural Specialties: None

Cultural Competency Training: Yes

**Sierra County Behavioral Health**

NPI: 1114145752

22 Maiden Lane

PO Box 38

Downieville, CA 95936

(530)289-3711 Phone

(888)840-8418 24/7 Toll Free Access Line

(877) 332-2754 Sierra County Crisis Line

<http://www.sierracounty.ca.gov/181/Behavioral-Health>

**Office Hours:** Open Mon-Fri 8 am – 5 pm Closed 12 pm – 1 pm daily

**Language:** Translation services are available upon request at no charge to the beneficiary for preferred languages. Spanish Interpreter available on request. Telelanguage available.

**Public Transportation:** Sierra County does not have public transportation. However, Golden Rays does have shuttle service available for a fee. Please call (530) 798-8555 for availability. If

a beneficiary is in need of transportation to an appointment, they may qualify for transportation assistance.

### **Accepting New Beneficiaries**

#### **ADA Accessible**

#### **Providers available at this site:**

##### **Thomas Bittker, MD**

Psychiatrist Service

NPI: 1861424988

License: C30013

Ages seen: 12 years to 99 years

Treatment Specialties: Board certified, forensic and clinical psychiatry

Cultural Specialties: None

Cultural Competency Training: Yes

##### **Andrew Goddard, M.D.**

Psychiatrist Service

NPI: 1346294725

License: C132659

Ages Seen: 20 years to 99 years

Treatment Specialties: Board Certified

Cultural Specialties: None

Cultural Competency Trainings: Yes

##### **Barbara Coffman, LMFT**

Licensed Marriage and Family Therapist

NPI: 1740420777

License: 33434

Ages Seen: 13 years to 99 years

Treatment Specialties: Childhood abuse recovery, with specific training in sexual abuse recovery, Trauma, PTSD, Victims of Crime

Cultural Specialties: Has worked with many different cultures and ethnic groups but no special training in any one culture

Cultural Competency Trainings: Yes

##### **Earl Daniel Henson, CAODC**

Certified Alcohol and Other Drug Counselor

NPI: 1528550530

License: 6174

Ages Seen: 12 years to 99 years

Treatment Specialties: Perinatal, youth treatment, adult treatment, PC 1000, Drug Court, AB109, group and individual counseling

Cultural Specialties: None

Cultural Competency Training: Yes

**Not Accepting New Patients**

**Robert Szopa. CADC II**

Certified Alcohol and Drug Counselor

NPI: 1457612996

Certification: A052400218

Ages Seen: 12 years to 99 years

Treatment Specialties: Perinatal, youth treatment, adult treatment, PC 1000, Drug Court, AB109, group and individual counseling

Cultural Specialties: None

Cultural Competency Training: Yes

Services may be delivered by an individual provider, or a team of providers, who is working under the direction of a licensed practitioner operating within their scope of practice. Only licensed, waived, or registered mental health providers and licensed substance use disorder services providers are listed on the Plan's provider directory.

# *"Language Assistance"*

## **LANGUAGE ASSISTANCE**

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### **English**

ATTENTION: If you speak another language, language assistance services, free of charge, are available to you. Call 1-888-840-8418 (TTY: 711).

ATTENTION: Auxiliary aids and services, including but not limited to large print documents and alternative formats, are available to you free of charge upon request. Call 1-888-840-8418. (TTY: 711)

### **Español (Spanish)**

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

### **Tiếng Việt (Vietnamese)**

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

### **Tagalog (Tagalog– Filipino)**

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

## 한국어 (Korean)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]). 번으로 전화해 주십시오.

## 繁體中文(Chinese)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電[1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100])。

## 日本語 (Japanese)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。[1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).まで、お電話にてご連絡ください。

**Hmoob (Hmong)** LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau[1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

## ภาษาไทย (Thai)

เรียน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

### **ខ្មែរ (Cambodian)**

ប្រយ័ត្ន៖ វេ រើសិនជាអ្នកនិយាយ ភាសាខ្មែរ ,  
រសវាជំនួយមននកភាសា រោយមិនគិតថ្លៃ  
គឺអាចមានសំរាប់ វេ រើអ្នក។ ចូ ទូ ស័ព្ទ [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).។

### **ພາສາລາວ (Lao)**

ໂບດຊາບ: ຖ້າວ່າທ່ານເວົ້າພາສາລາວ,  
ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ,  
ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທຣ [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

### **Հայերեն (Armenian)**

ՈՒՇԱՂԴՈՒԹՅՈՒՆ՝ Եթե խոսում եք հայերեն, ապա ձեզ  
անվճար կարող են տրամադրվել լեզվական  
աջակցություն ծառայություններ: Չանգահարեք [1-530-993-6747 / 1-888-840-8418] (TTY (հեռատիպ)՝ [711 / 1-800-855-7100]).

### **Русский (Russian)**

ВНИМАНИЕ: Если вы говорите на русском языке, то вам  
доступны бесплатные услуги перевода. Звоните [1-530-993-6747 / 1-888-840-8418] (телетайп: (TTY: [711 / 1-800-855-7100]).

## ی فارسی (Farsi)

ی زبان لاتیتسه، دیکن یم گفتگو ی فارسی زبان به اگر: توجه  
شما ی براگان یرا بصورت  
[1-530-993-6747 / 1-888-840-8418] (TTY:  
[711 / 1-800-855-7100]). دی ری بگ تماس.

## ਪੰਜਾਬੀ (Punjabi)

ਧਿਆਨ ਧਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬ ਬੋਲਿ ਰੋ, ਤਾੀਂ ਭਾਸ਼ਾ ਧ ਿੱਚ  
ਸਹਾਇਤਾ ਸੇ ਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਿ ਹੈ। [1-530-993-6747 / 1-  
888-840-8418] (TTY: [711 / 1-800-855-7100]). 'ਤੇ ਕਾਲ ਕਰੋ।

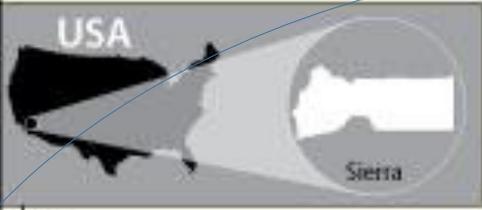
## العربية (Arabic)

اللغوية المساعدة خدمات فإن، اللغة اذكر تتحدث كنت إذا: ملحوظة  
[1-530-993-6747 / 1-888-  
840-8418] برقم اتصل. بالمجان لك تتوافر  
(TTY: [711 / 1-800-855-7100]). والبكم الصم هاتف رقم

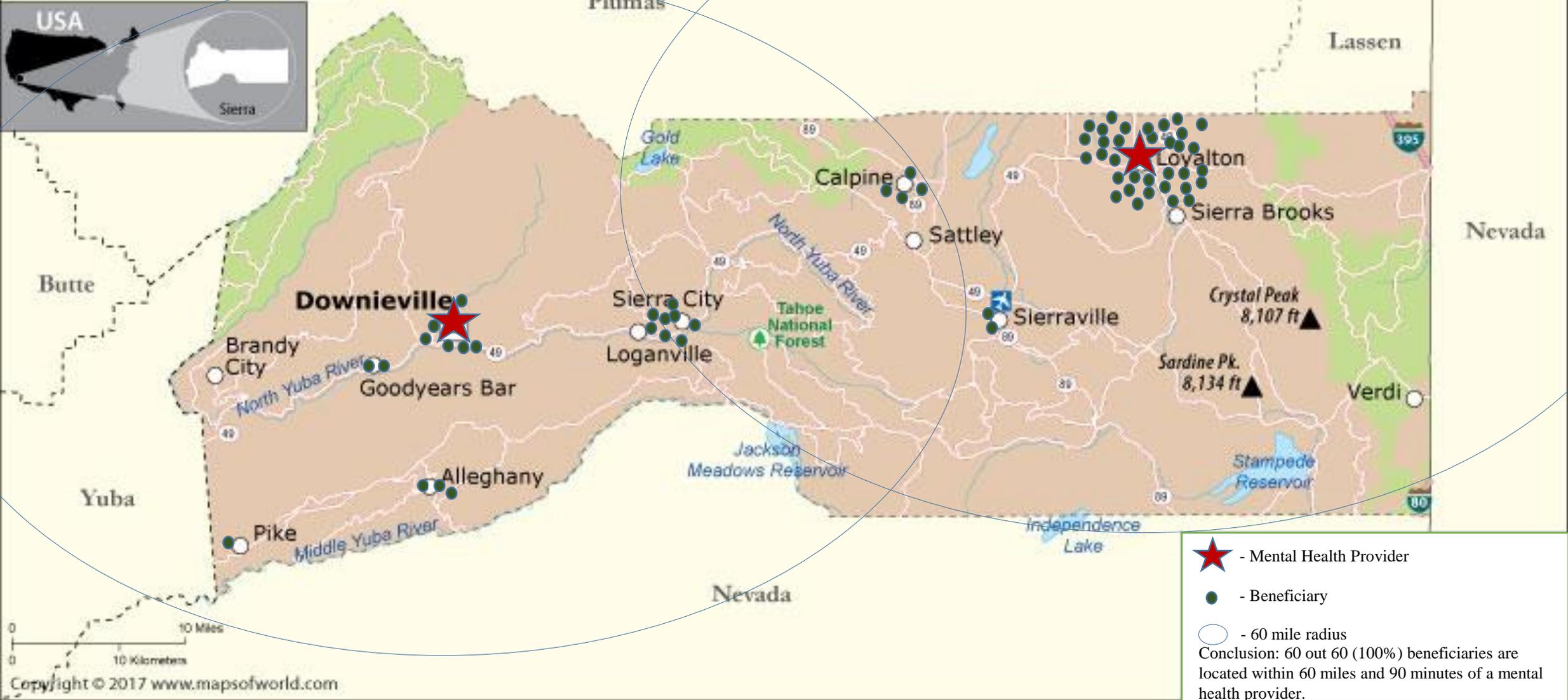
हिंदी (Hindi) ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त  
में भाषा सहायता सेवाएं उपलब्ध हैं। [1-530-993-6747 / 1-888-  
840-8418] (TTY: [711 / 1-800-855-7100]). पर कॉल करें।

# SIERRA

## County Map, California

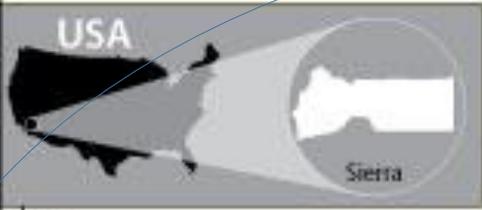


### Beneficiaries Receiving Service in County

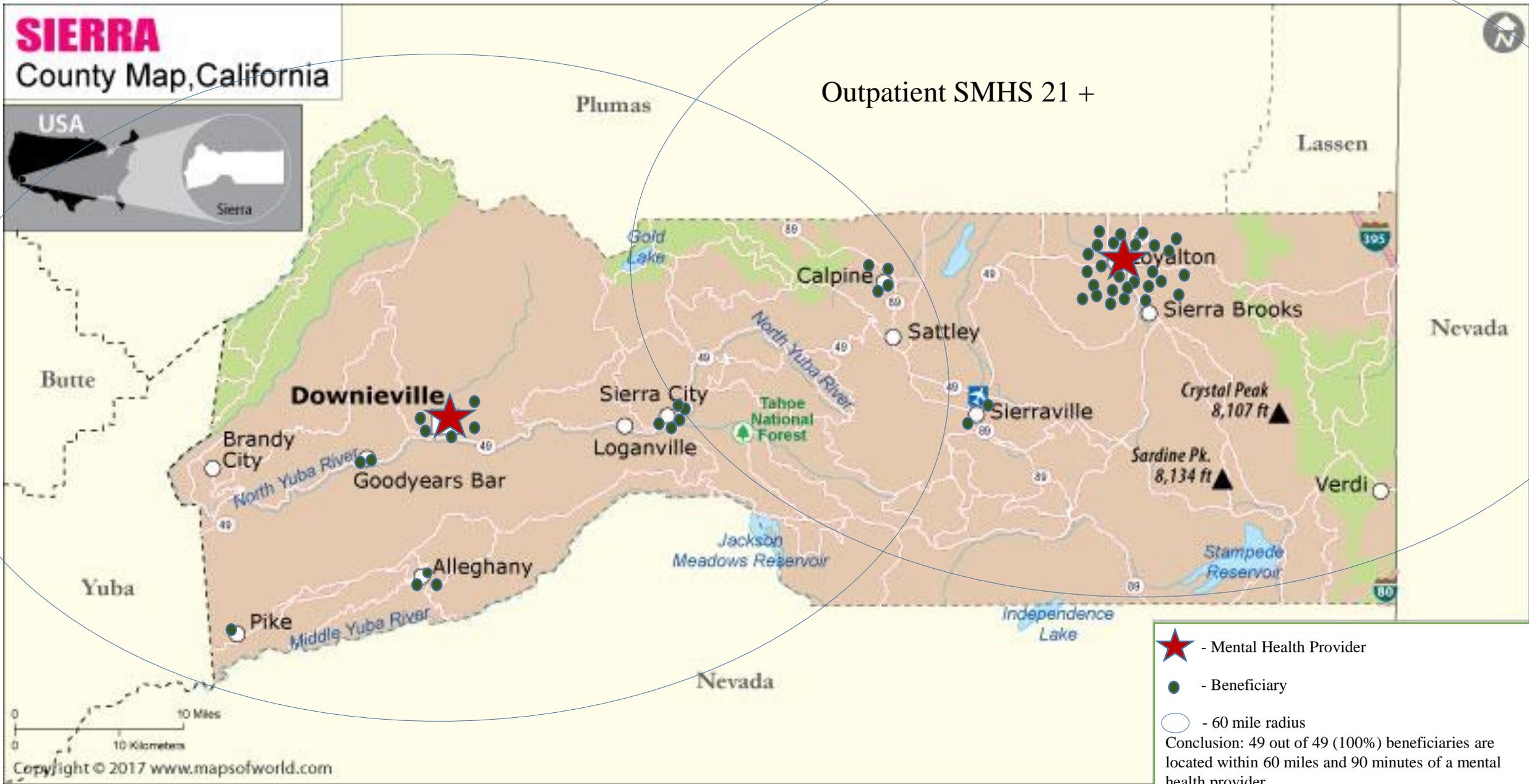


# SIERRA

## County Map, California



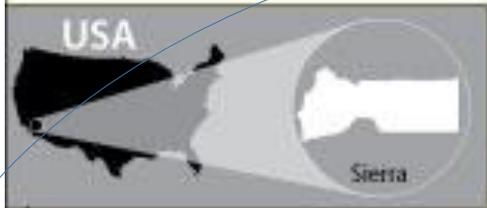
Outpatient SMHS 21 +



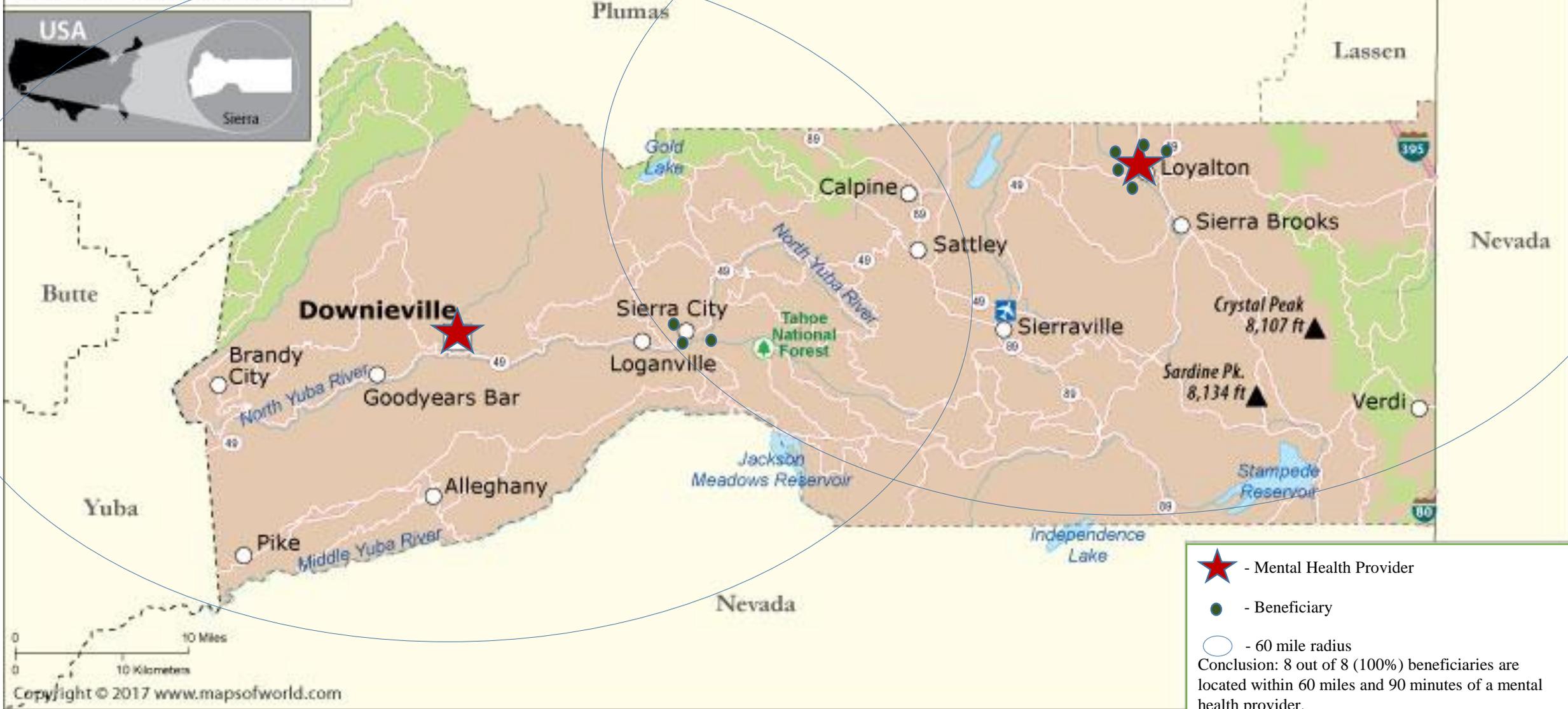
- ★ - Mental Health Provider
- - Beneficiary
- - 60 mile radius

Conclusion: 49 out of 49 (100%) beneficiaries are located within 60 miles and 90 minutes of a mental health provider.

# SIERRA County Map, California



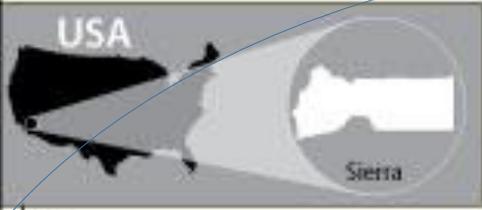
## Outpatient SMHS 0-20



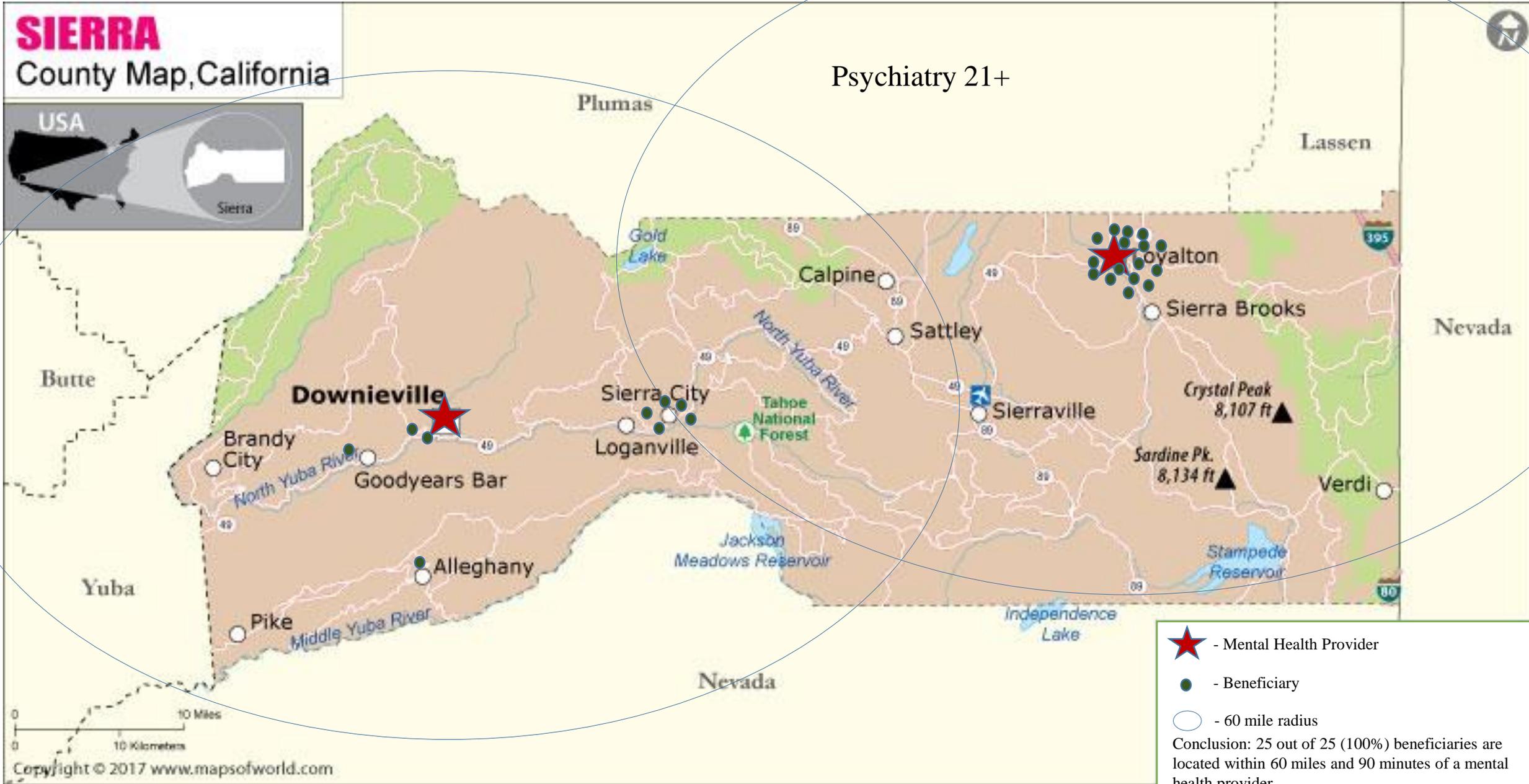
 - Mental Health Provider  
 - Beneficiary  
 - 60 mile radius  
Conclusion: 8 out of 8 (100%) beneficiaries are located within 60 miles and 90 minutes of a mental health provider.

# SIERRA

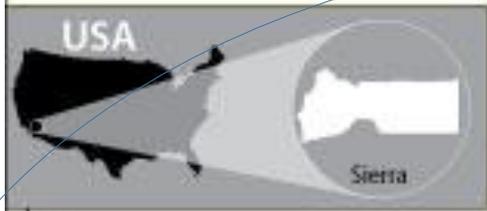
## County Map, California



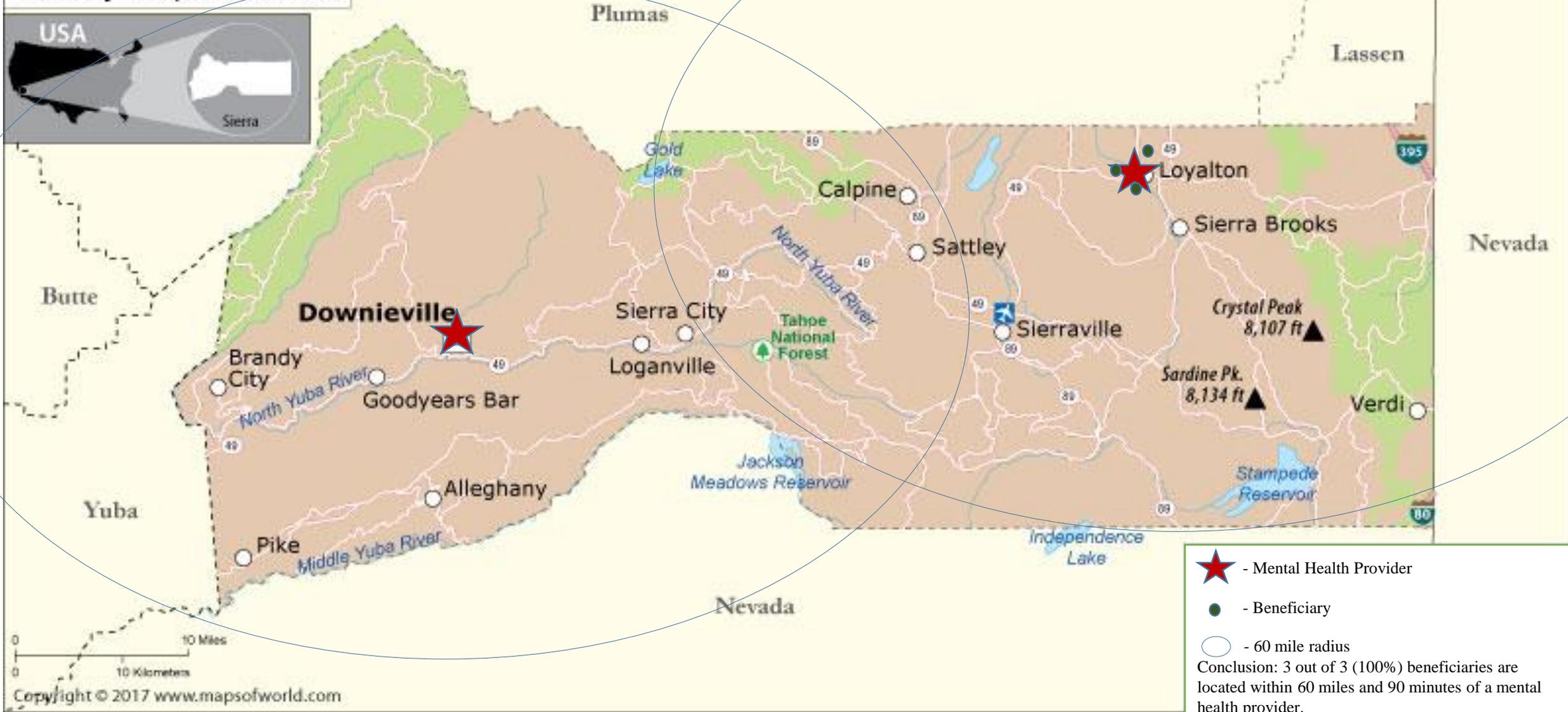
Psychiatry 21+



# SIERRA County Map, California



Psychiatry 0-20



 - Mental Health Provider

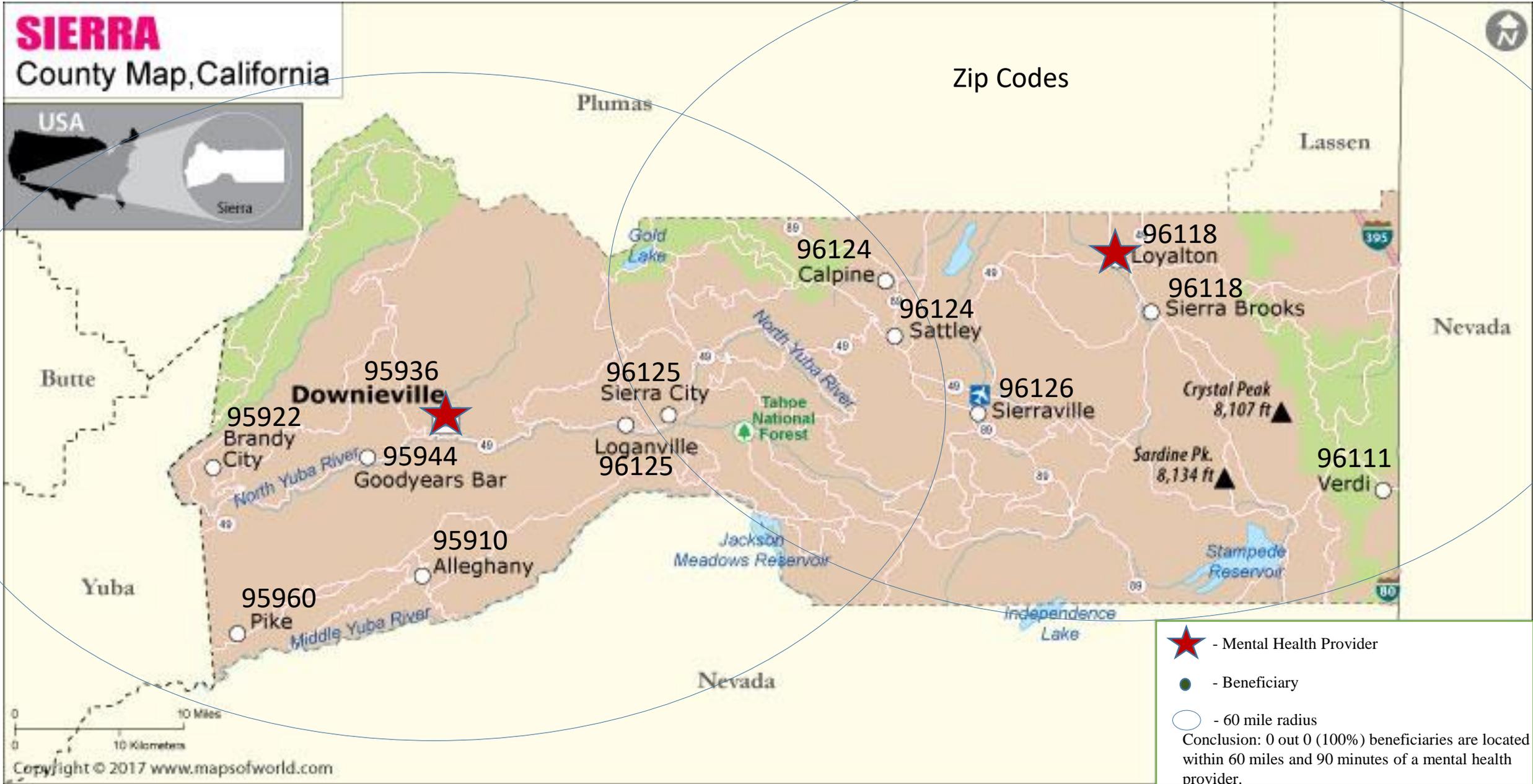
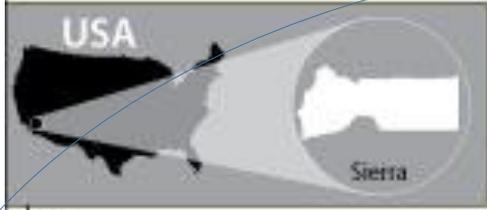
 - Beneficiary

 - 60 mile radius

Conclusion: 3 out of 3 (100%) beneficiaries are located within 60 miles and 90 minutes of a mental health provider.

# SIERRA

## County Map, California



★ - Mental Health Provider

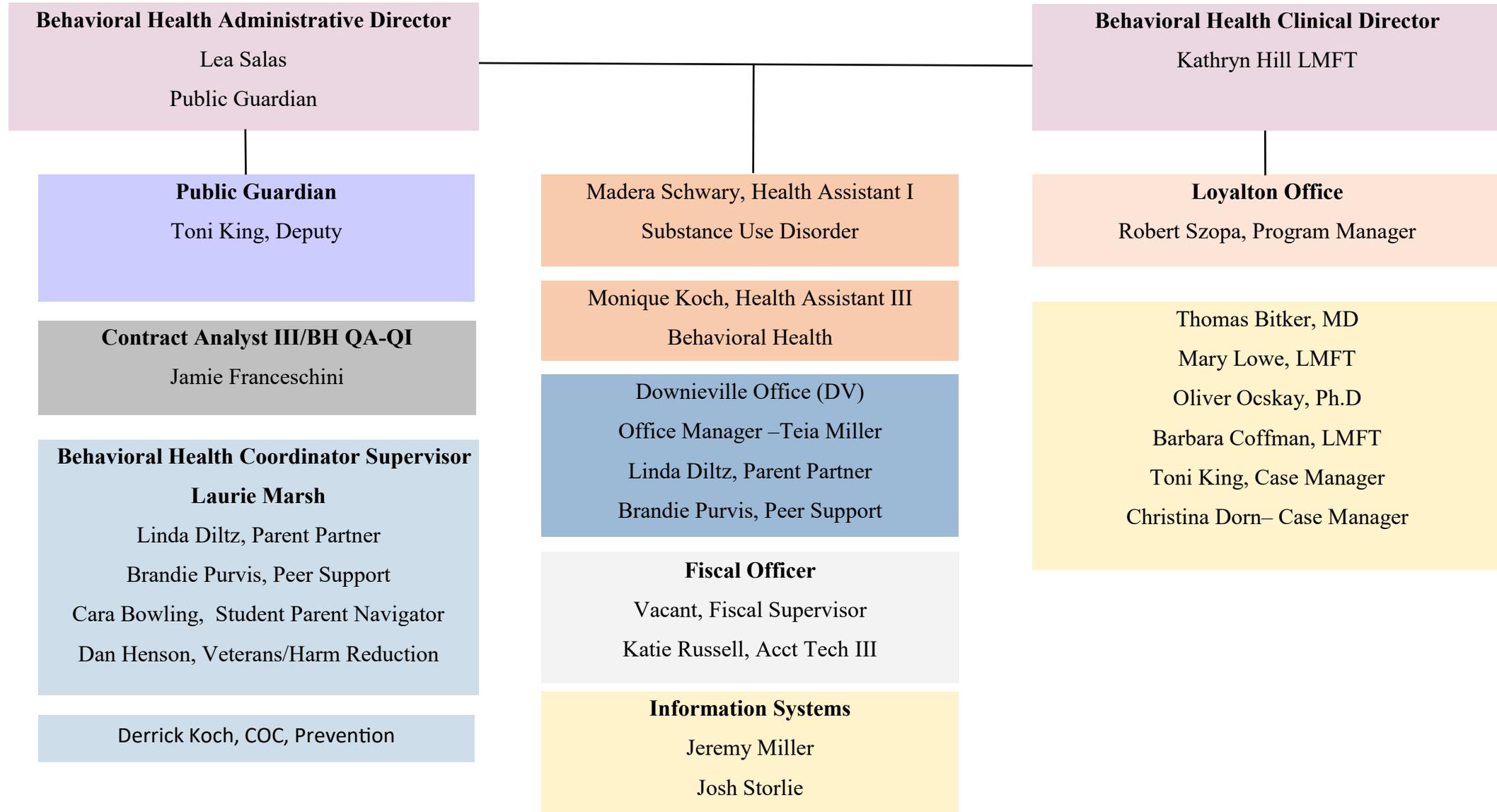
● - Beneficiary

○ - 60 mile radius

Conclusion: 0 out 0 (100%) beneficiaries are located within 60 miles and 90 minutes of a mental health provider.



# Sierra County Behavioral Health



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

<b>MEETING DATE:</b> March 17, 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:** Behavioral Health  
**APPROVING PARTY:** Lea Salas, Administrative Director of Behavioral Health  
**PHONE NUMBER:** (530) 993-6746

**AGENDA ITEM:** Resolution approving the Agency Agreement between Sierra County Behavioral Health and the Tulare County Superintendent of Schools to support the development and/or expansion of Friday Night Live Youth Councils and authorizing Lea Salas, Administrative Director of Behavioral Health to sign the agreement to secure funds.

**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:** 5680  
**AMOUNT:** \$ 4,500.00 N/A

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

**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 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:** March 6, 2020

**Date of Board Meeting:** March 17, 2020

**Requested Action:** Resolution approving the Agency Agreement between Sierra County Behavioral Health and the Tulare County Superintendent of Schools to support the development and/or expansion of Friday Night Live Youth Councils and authorizing Lea Salas, Administrative Director of Behavioral Health to sign the agreement to secure funds.

**Mandated by:**

## Funding

Budgeted? YesX No

Revenue	\$4,500.00	Tulare County Superintendent of Schools
Expenses	\$4,500.00	Friday Night Live Youth Councils
Difference	0	

## Background Information:

Three of our Friday Night Live Chapters (Loyalton Friday Night Live, Loyalton Club Live and Downieville Friday Night Live) were nominated to participate in three grants that are designed to increase the leadership capacity of Sierra County, change social norms and to promote a stronger school climate. Each chapter is focusing on the separate needs of their school;

- Downieville Friday Night Live decided to focus on improving the school climate by promoting resilience, student leadership and strengthen relationships in their school.
- Loyalton Friday Night Live is creating a PhotoVoice presentation designed to address social norms around alcohol, increase community awareness on alcohol consumption while driving and bring light to the hurdles our community faces that undermines an individual's ability to have a healthy life.
- Loyalton Club Live is designing school educational activities to promote a more positive school climate and shifting social norms.

After completing these activities each Chapter will be awarded \$1,500.00. These grants are being provided by the Friday Night Live Partnership (CFNLP) whose office and staff are housed in the Tulare County Office of Education (TCOE). Working in partnership with Tulare County and the Friday Night Live Partnership to achieve these amazing goals we have a unique opportunity to support youth development and for our Chapters to earn funding for future activities.

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:** None

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

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

**IN THE MATTER OF APPROVING THE AGENCY AGREEMENT BETWEEN SIERRA COUNTY BEHAVIORAL HEALTH AND THE TULARE COUNTY SUPERINTENDENT OF SCHOOLS AND AUTHORIZING THE BEHAVIORAL HEALTH ADMINISTRATIVE DIRECTOR TO SIGN THE AGREEMENT TO SECURE FUNDS**

**WHEREAS**, the Sierra County Board of Supervisors approved the Agency Agreement between Sierra County Behavioral Health and the Tulare County Superintendent of Schools to support the development and/or expansion of Friday Night Live Youth Councils

**NOW THEREFORE BE IT RESOLVED**, the Sierra County Board of Supervisors authorizes Lea Salas, Administrative Director of Behavioral Health, or designee, to sign the agreement to secure funds.

**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 17th 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

**AGENCY AGREEMENT**  
between  
**SIERRA COUNTY BEHAVIORAL HEALTH**  
and the  
**TULARE COUNTY SUPERINTENDENT OF SCHOOLS**

For TCOE Office Use	
Vendor # _____	_____
Req. # _____	_____
PO # _____	_____
Contract # _____	_____

**BACKGROUND:** The Tulare County Superintendent of Schools through its program, the California Friday Night Live Partnership (collectively referred to as "CFNLP"), wishes to enter into an agreement with Sierra County Behavioral Health (collectively referred to as CONTRACTOR) for a maximum amount of \$4,500.00 to support the development and/or expansion of Friday Night Live Youth Councils.

**TERM:** This Agreement will become effective as of July 1, 2019 and will expire on June 30, 2020, unless otherwise terminated as provided in this Agreement.

**SCOPE OF WORK:** CONTRACTOR will deliver:

1. Development and/or expansion of the following Friday Night Live Youth Council Chapter(s):
  - i. Loyalton FNL
  - ii. Downieville FNL
  - iii. Loyalton CL
2. The chapter listed above must meet at least 3 times per month throughout the project term, to be reported in the Primary Prevention Substance Use Disorder Data System (PPSDS) by the reporting deadlines.
3. Participation in technical assistance calls with the California Friday Night Live Partnership (CFNLP), to support and ensure successful implementation throughout the Agreement term.

**SPECIFIC CONTRACT REQUIREMENTS:**

1. CONTRACTOR must submit all products developed under this agreement such as identity/promotional items, brochures, printed materials, posters, etc., to the CFNLP for pre-approval for production of products. CFNLP reserves the right to withhold reimbursement for items not approved.
2. CONTRACTOR understands all work performed by CONTRACTOR under this agreement is deemed "work made for hire" (work) under the Copyright Act and CONTRACTOR assigns all rights, title and interest to CFNLP to any work product made, conceived, derived from, or reduced to practice by CONTRACTOR, and which result directly or indirectly from this Agreement. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the property of CFNLP.
3. CFNLP shall be and remain, without additional compensation, the owners of any and all rights, title, and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR, CFNLP and which result directly or indirectly from this Agreement. CONTRACTOR agrees to execute all papers and to perform such other proper acts as CFNLP may deem necessary to secure for CFNLP or its designee the rights herein assigned.
4. Funds provided through this contract shall not be budgeted or spent on capital improvements, equipment over \$5,000, or entertainment.
5. This contract is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature or any statute enacted by the State Legislature which may affect the provisions, terms, or funding of this contract in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, awards shall be amended to reflect any reduction in funds.

**BUDGET: \$4,500.00**

CONTRACTOR is eligible for up to \$4,500.00 for work performed under this Agreement. Payments will be made when evidence is provided that all deliverables have been completed, on a project-by-project basis.

**INVOICES:** CONTRACTOR shall submit invoices upon the completion of deliverables. CONTRACTOR shall send invoices by:

MAIL	EMAIL	FAX
TO: Tulare County Office of Education California Friday Night Live Partnership Attn: Azulie Wilson 6200 South Mooney Blvd., PO Box 5091 Visalia, California 93278-5091	<a href="mailto:azulie.wilson@tcoe.org">azulie.wilson@tcoe.org</a>	(559) 737-4231

**PROGRESS TOWARD DELIVERY REPORTS:** CONTRACTOR will provide Progress Toward Delivery Reports that include the activities that are outlined in the Scope of Work. Failing to satisfactorily make progress toward deliverables may be cause for withholding payment and jeopardize the grant award. CFNLP will not make final payment until CONTRACTOR has submitted all work in a complete and acceptable form. Progress Toward Delivery Report due dates are as follows:

- Reporting Period 1: July 1, 2019 – December 31, 2019  
**REPORT DUE JANUARY 22, 2020**
- Reporting Period 2: January 1, 2020 – March 31, 2020  
**REPORT DUE APRIL 15, 2020**
- Reporting Period 3: April 1, 2020 – June 30, 2020  
**REPORT DUE JULY 15, 2020**

**MODIFICATIONS:** Necessary changes or modifications to this Agreement, including adjustment of deliverable activities, can be made to this agreement by mutual written consent of both parties, provided changes are made **prior** to the execution of any activity.

**INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent CONTRACTOR. Nothing in this Agreement shall be construed to constitute CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of CFNLP. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of CFNLP. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and CFNLP shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed.

**INDEMNIFICATION:** CFNLP and CONTRACTOR shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of CFNLP or CONTRACTOR or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue

beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**NOTICES:** Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

Tulare County Office of Education  
California Friday Night Live Partnership  
Attn: Azulie Wilson  
6200 South Mooney Blvd., PO Box 5091  
Visalia, CA 93278-5091  
Fax: 559-737-4231  
Confirmation of Receipt: 559-733-6496

Sierra County Behavioral Health  
Attn: Derrick Koch  
202 Front St. Loyalton, CA 96118  
530-993-6789  
530-993-6789

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**TERMINATION:** This Agreement may be terminated by either party with or without cause at any time by providing thirty (30) days advance written notice to the other party.

**RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the designated public and private auditors of CFNLP and to their agents and representatives, for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

**INSURANCE:** Prior to approval of this Agreement by CFNLP, CONTRACTOR shall file with the Superintendent of the District evidence of the required insurance as set forth in Exhibit A attached.

**CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 will not apply to address and interpret any uncertainty.

**NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**GOVERNING LAW:** This Agreement is to be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California.

**WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

**EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

**CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court, or other legal authority, or is

agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement will continue in full force and effect.

**FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts as may be reasonably required to affect the purposes of this Agreement.

**ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. CFNLP, in its sole discretion, has the right to require CONTRACTOR to replace any employee who provides services of any kind to CFNLP pursuant to this Agreement with other employees where CFNLP is concerned that its employees or clients have been the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude CFNLP from terminating this Agreement with or without cause as provided for in this agreement.

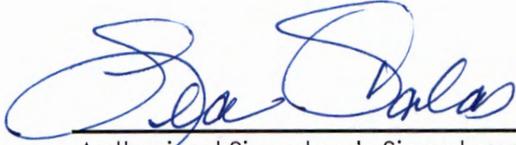
**ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, CFNLP is relying on the personal skill, expertise, training, and experience of CONTRACTOR and CONTRACTOR's employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of CFNLP.

**DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement or the breach of this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator will be mutually selected by the parties, but in case of disagreement, the mediator will be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator will be split equally by the parties, otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute. We hereby agree to this Agreement and certify that the agreements made here will be honored.

**SIGNATURES:**

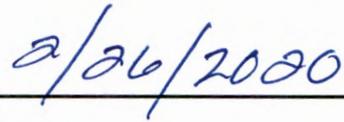
Signed: Tim A. Hire,  
Tulare County Superintendent of Schools

Date



Authorized Signatory's Signature:  
Sierra County Behavioral Health

Date



Print Signatory's Name

Signatory's Title

## **EXHIBIT A**

### **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his/her agents, representatives, employees or subcontractors, if applicable.

#### **A. MINIMUM SCOPE & LIMITS OF INSURANCE**

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies, it must be no less than \$2,000,000. (Applies to all contracts.)
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence. (Applies when the contractor will be using an automobile to provide the services outlined in the contract.)
3. Workers' Compensation and Employer's Liability Insurance as required by law. (Applies to any business with employees.)
4. Professional Errors and Omissions Insurance of \$1,000,000. (Applies to architects, doctors, dentists, attorneys, and other contractors in similar professions.)

#### **B. SPECIFIC PROVISIONS OF THE CERTIFICATE**

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance, and Professional Errors and Omissions Insurance must meet the following requirements:
  - a. Name the SUPERINTENDENT, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.
  - b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by SUPERINTENDENT shall be excess.
  - c. Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the SUPERINTENDENT.

2. The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation:
  - a. **Waiver of Subrogation.** CONTRACTOR waives all rights against the SUPERINTENDENT and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

The SUPERINTENDENT Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

**D. ACCEPTABILITY OF INSURANCE**

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the SUPERINTENDENT'S Risk Manager or designee.

**E. VERIFICATION OF COVERAGE**

Prior to approval of this Agreement by the SUPERINTENDENT, the CONTRACTOR shall file with the SUPERINTENDENT, certificates of insurance with original endorsements effecting coverage in a form acceptable to the SUPERINTENDENT. The SUPERINTENDENT reserves the right to require certified copies of all required insurance policies at any time.

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

<b>MEETING DATE:</b> March 17, 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:** Amendment to Sierra County Agreement 2020-008 with Flaherty Engineering, Inc. to correct base contract fee.

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

**BACKGROUND INFORMATION:** Due to a clerical error the base agreement "Maximum Contract Amount" on Attachment B was incorrect by the amount of \$144.94. This amendment will correct that error.

**FUNDING SOURCE:** FHWA ER Funds/Local Match  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$201,689.07 N/A

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

**SPACE BELOW FOR CLERK'S USE**

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

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

\_\_\_\_\_  
DATE

**AMENDMENT to AGREEMENT  
FOR  
PROFESSIONAL SERVICES-  
Construction Management Services  
FHWA Storm Projects – Mountain House & Ridge Road**

The following is an amendment to that certain Agreement No. 2020-008 (“Agreement”) with an Effective Date of February 18, 2020 by and between the County of Sierra, a political subdivision of the State of California (“the County”) and **Flaherty Engineering, Inc.**

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 correct the maximum contract amount to \$201,689.07, correcting addition errors in the original agreement.
2. All other terms and conditions of the Agreement to remain the same.
3. This Agreement, with amendments, shall have an Effective Date of February 18, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of March 17, 2020.

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By \_\_\_\_\_  
JAMES BEARD  
Chairman, Board of Supervisors

\_\_\_\_\_  
KEITH FLAHERTY

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
DAVID A. PRENTICE  
County Counsel

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

<b>MEETING DATE:</b> March 17, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
--	---

<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 approving Agreement for Federal Apportionment Exchange Program and State Match Program California Department of Transportation-NonMPO County (X20-5913(075).

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

**BACKGROUND INFORMATION:** Section 182.6 of the Streets and Highways Code authorizes Regional Transportation Planning Agency (RTPA) to assign apportionments made available to it for allocation to transportation projects under the FAST Act Transportation Bill, as modified in accordance with Section 182.6 of the Streets and Highways Code (Regional Surface Transportation Program (RSTP) funds) in exchange for nonfederal State Highway Account funds; and Section 182.9 of the Streets and Highways Code requires the allocation of State matching moneys from the State Highway Account to the County. This enables the County to utilize its RSTP funds for projects on local streets and roads. This exchange takes place annually.

**FUNDING SOURCE:** Revenue  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$ 196,812.00 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></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 IN THE MATTER OF APPROVING FEDERAL  
APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH  
PROGRAM – CALIFORNIA DEPARTMENT OF TRANSPORTATION  
NON MPO COUNTY AGREEMENT – X20-5913(075)**

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

**WHEREAS**, the Sierra County Transportation Commission (SCTC) is designated as the Regional Transportation Planning Agency (RTPA) for Sierra County; and,

**WHEREAS**, Sierra County Transportation Commission is authorized by Section 182.6 of the Streets and Highways code to assign apportionments made available to it for allocation to transportation projects as modified in accordance with Section 182.6 of the Streets and Highways Code (Regional Surface Transportation Program (RSTP) funds) in exchange for non-federal State Highway; and,

**WHEREAS**, Section 182.9 of the Streets and Highways Code requires the allocation of State matching moneys from the State Highway Account to County; and,  
and,

**WHEREAS**, this procedure is an annual means whereby the County is authorized to utilize its RSTP funds for projects on local streets and roads.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Sierra hereby approves the Federal Apportionment Exchange Program and State Match Program – California Department Of Transportation Non MPO County Agreement – X20-5913(075) and designates the Chairman of the Board of Supervisors to execute the agreement.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 17th 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

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM  
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

03 SIERRA  
District County

Agreement No. X20-5913(075)  
AMS Adv ID:0320000155

THIS AGREEMENT is made on \_\_\_\_\_, by the COUNTY of SIERRA , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

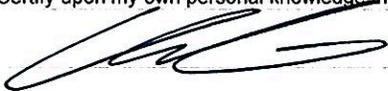
A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$131,208.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2019/2020.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance



Accounting Officer

Date

3/5/20

\$ 196,812.00

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

## II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$65,604.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2019/2020.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

## III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$196,812.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

### D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget

Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

#### E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

#### F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

#### G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

#### H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized

DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA  
Department Of Transportation

COUNTY OF SIERRA

By: \_\_\_\_\_  
Office of Project Implementation  
Division of Local Assistance

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

Title: Chairman of the Board

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

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



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

**RESOLUTION ADOPTING AMENDED  
SCHEDULE D – CLERK-RECORDER  
TO RESOLUTION 2018-024  
SIERRA COUNTY FEE SCHEDULES**

**Resolution 2020 -**

**BE IT RESOLVED** that the Sierra County Board of Supervisors hereby approves the amendment to Sierra County Resolution 2018-024, Schedule D, Fees and Charges for Sierra County Clerk-Recorder, attached hereto.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 17th day of March, 2020, by the following vote:

AYES: Supervisors  
NOES: None  
ABSTAIN: None  
ABSENT: None

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

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
CLERK-RECORDER  
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
<b>RECORDER FEE SCHEDULE</b>		
Regular Recording Fee · First Page           · Each Additional Page           · Combined Documents	\$14.00           \$3.00           \$14.00 (each additional title)	GC 27361 (a) GC 27361(c) GC 27361 (d) <i>This section is no longer applicable.</i> GC 27361.4(a) GC 27361.4(b) GC 27361.4(c)           GC 27361(a) GC 27361(b) GC 27361(c) GC 77205           GC 27361.1
Senate Bill (SB) 2 Building Homes and & Job Act	\$75.00, per parcel, per transaction with a cap of \$225.00	GC 27388.1
Non-Conforming Document (8½ x 11 page in document)	Regular Recording Fee plus \$3 per page (all pages)	GC 27361(a)(2) GC 27361.5
Additional Indexing · Each Group of 10 Names or Fraction Thereof After First 10 · Each Additional Referenced Indexed, e.g., Mining Claims	\$1.00           \$1.00	GC 27361.8           GC 27361.2
Military Records	No Fee	GC 27381
Liens · Release of Liens (State, County, Etc.) · Involuntary Lien Notification · Lien for State, Municipality, County	<del>\$11.00</del> \$20.00 (SB 780/eff. 01/2020) \$3.00 No Fee	GC 27361.3 GC 27387 GC 27383
Preliminary Change of Ownership Report Penalty Fee (Form not filed if recording evidences a change of ownership)	\$20.00	R&T 480.3
Recording of Maps · First Page · Each Additional Page	\$6.00 \$2.00	GC 27372

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
CLERK-RECORDER  
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
Financing Statements · Recording UCC · Recording UCC (3 Pages or More) · Request for Information (Search Files) · Copies	\$10.00 \$20.00 \$5.00 \$1.00 per page	GC 12194(b)
Documentary Transfer Tax	\$0.55 per \$500.00 value	R&T 11911
Copies · Official Records · Grantor/Grantee Index	\$1.00 per page \$1.00 per page	GC 27366
CD's · Monthly Recordings · Maps (Full Set)	\$125.00 \$250.00	
Administering and Certifying Oaths and Affirmations	\$0.50 each	GC 27379
Certification of Any Recorded Document	\$1.75	GC 26833
<b>CLERK FEE SCHEDULE</b>		
Clerk's Certification and Copies · Paper or Record on File in the Clerk's Office · Certifying a Copy of a Document on File · Clerk's Certificate, Not Otherwise Fixed · Conflict of Interest Statement · Exemplification of Paper · 20 Day Notice Filing · Fee for Certificate of Official Capacity of any Public Official	\$0.50 \$1.75 \$1.75 \$0.10 per page \$20.00 \$9.00 \$2.25	GC 26831 GC 26833 GC 26836 GC 81008 GC 26839 GC 27361.9 GC 26833
Faxing Official Documents	Regular document copy fee plus \$2.00 fax fee	GC 26831
Miscellaneous Fees (Filing, Indexing, Amending or Certifying Copies of Articles of Incorporation)	\$2.25	GC 26851
<b>Environmental Documents</b> · Environmental Impact Report (EIR) · Mitigated/Negative Declaration (MND)/(ND) · Environmental Document per CRP · Clerk's Filing Fee	<del>\$3,168.00</del> \$3,343.25 <del>\$2,280.75</del> \$2,406.75 <del>\$1,046.50</del> \$1,136.50 \$50.00	CCR, title 14, section 753.5 Fees are adjusted annually by the California Dept. of Fish and Wildlife.

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
CLERK-RECORDER  
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
Admitted Surety Insurers · Filing Power of Attorney or Revocation One Name Two or More Names · Filing Final Statement of Admitted Surety Insurer · Certification that Corporation Sureties Certificate is not Surrendered/Revoked	\$12.00  \$9.00 each \$12.00  \$12.00	GC 28655.1
Legal Document Assistant (Filing Certificate) Unlawful Detainer Assistant to be Accompanied by \$25,000 Surety Bond · Filing · File Stamp Bond · Each Additional ID Card · Recorded Bond (First Page) · Each Additional Page	\$175.00 \$7.00 \$10.00 \$14.00 \$3.00	B&P 6404 & 6405
Professional Photocopier (Filing Certificate) to be accompanied by \$5,000 surety bond · Filing · File Stamp Bond · Each Additional ID Card · Recorded Bond (First Page) · Each Additional Page	\$175.00 \$7.00 \$10.00 \$14.00 \$3.00	B&P 22453
Registration Process Server (Filing Certificate) to be accompanied by \$2,000 surety bond · Filing · File Stamp Bond · Each Additional ID Card · Recorded Bond (First Page) · Each Additional Page	\$100.00 \$7.00 \$10.00 \$14.00 \$3.00	B&P 22353
Registration Process Server (Filing Certificate) to be accompanied by \$2,000 surety bond · Filing · File Stamp Bond · Each Additional ID Card · Recorded Bond (First Page) · Each Additional Page	\$100.00 \$7.00 \$10.00 \$14.00 \$3.00	B&P 22353

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
CLERK-RECORDER  
SCHEDULE D**

<b>SERVICE</b>	<b>FEE</b>	<b>LEGAL AUTHORITY</b>
Fictitious Business Name Statements <ul style="list-style-type: none"> <li>· First Filing, Renewal, Renewal with changes</li> <li>· First Business Name and One Partner</li> <li>· Each Additional Name (Business or Partner)</li> <li>· Abandonment, Withdrawal</li> <li>· Filing Affidavit of Publication of Dissolution of Partnership</li> <li>· Certified Copy</li> <li>· Business Name Index</li> </ul>	\$35.00 \$5.00 \$10.00 \$5.00 \$5.00 \$15.00 (base fee)	B&P 17929 B&P 17926 B&P 17928
Marriages <ul style="list-style-type: none"> <li>· Issuing Marriage License</li> <li>· Issuing/Filing Confidential Marriage License</li> <li>· Issuing Marriage License (After Hours)</li> <li>· Issuing Confidential Marriage License (After Hours)</li> <li>· Solemnizing Marriage Ceremony (M-F)</li> <li>· Issuing Duplicate Marriage License</li> <li>· Deputization to Perform Marriage</li> </ul>	\$65.00 \$71.00 \$70.00 \$76.00 \$50.00 \$5.00 \$25.00	H&S 103650 GC 26840 et seq.
Notary Public <ul style="list-style-type: none"> <li>· Filing and recording Bond of Notary Public</li> <li>· Certificate to Capacity of Public Official or Notary Public</li> </ul>	\$10.00 filing fee plus regular recording fee \$2.25	GC 26849.1
<b>VITAL RECORDS</b>		
Vital Record Copies <ul style="list-style-type: none"> <li>· Birth Certificate</li> <li>· Death Certificate</li> <li>· Marriage Certificate</li> <li>· Birth (Gov.)</li> <li>· Amendments to Above</li> <li>· Permit for Disposition</li> <li>· Cross Filing Permit for Disposition</li> </ul>	\$25.00 \$21.00 \$15.00 \$19.00 \$20.00 \$12.00 \$16.00	State Annual Vital Record Fee Schedule - multiple state statutes
Searching Vital Records <ul style="list-style-type: none"> <li>· Birth</li> <li>· Marriage</li> <li>· Death</li> </ul>	\$25.00 \$21.00 \$16.00	H&S 103650; GC 27369

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
CLERK-RECORDER  
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
<b>BOARD OF EQUALIZATION FEE SCHEDULE</b>		
Copies of Documents	\$0.50 per page	GC 26831
Finding of Fact (This is a deposit, applicant is responsible for all costs incurred by the County in preparing the Findings of Fact)	\$150.00	R&T 1611.5 SC BOE Res 2014-001
<b>BOARD OF SUPERVISORS FEE SCHEDULE</b>		
Copies of Documents	\$0.50 per page	GC 26831
Audio Recordings of Board Meetings provided on a CD	\$10.00	GC 26831
Agenda and Public Notices (Hard Copy)	\$40.00 annually	GC 26831
Minutes (Hard Copy)	\$70.00 annually	GC 26831
Board Packets provided on a CD	\$10.00	GC 26831
<p>Appeals (Amounts shown are required as deposits to be applied to all actual costs, including actual clerical, administrative, and county counsel costs, document duplication costs, telephone, fax &amp; reporter per diem and transcription costs. Costs will be subtracted from initial deposit and any overage refunded, or additional costs billed to and shall be paid by the person or entity filing the appeal. This provision shall supersede anything to the contrary in the County Code or any County resolution, policy or procedure.)</p> <ul style="list-style-type: none"> <li>· Administrative Appeals</li> <li>· Planning Commission Appeals</li> </ul>	<p>\$200.00 deposit \$500.00 deposit</p>	GC 26831
<b>County Code — Hard Copy</b>	<b>\$50.00</b>	<b>GC 26831</b>
<p><i>This service is no longer necessary as the full code is available to the public online for viewing, downloading and printing.</i></p>		

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
CLERK-RECORDER  
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
<b>ELECTIONS FEE SCHEDULE</b>		
<p><i>Available for Election, Scholarly, Journalistic, Political, or Governmental Purposes Only</i></p> <p>Voter Index</p> <ul style="list-style-type: none"> <li>· Candidates or Committees (Hard Copy or CD) \$0.50 per 1,000 voters up to 2 requests</li> <li>· Non-Candidates or Committees (Hard Copy) \$0.50 per page</li> <li>· Non-Candidates or Committees (CD Countywide) \$50.00</li> <li>· Non-Candidate or Committees (CD Single District) \$10.00</li> </ul>		<p>EC 2184 EC 2191</p>
<p><b>Voter Labels – per voter/household</b></p> <p><i>This is a new fee as this office receives a number of requests for mailing labels during elections.</i></p>	<p><b>\$10.00 Single District</b> <b>\$50.00 Countywide</b></p>	<p><b>EC 2191</b></p>
<p>Select Election Specific Reports</p>	<p>\$5.00 each</p>	<p>EC 2191</p>
<p>Weekly AVM files during election cycles</p>	<p>\$50.00</p>	<p>EC 2191</p>
<p>Political Reform Documents</p> <ul style="list-style-type: none"> <li>· Copy \$0.10 per page</li> <li>· Retrieval, per request for reports and statements five or more years old (a request for more than one report or statement or report and statement at the same time shall be considered a single request). \$5.00</li> </ul>		<p>GC 81008</p>
<p>Certified Copy of Voter Registration</p>	<p>\$1.50</p>	<p>EC 2167</p>
<p>Precinct Map</p>	<p>\$4.00</p>	<p>GC 26831</p>
<p>Candidate Statement</p>	<p>\$200.00</p>	<p>EC 13307</p>
<p>Legislative Candidate Statement</p>	<p>\$200.00</p>	<p>EC 13307.5</p>
<p>Copies of Documents</p>	<p>\$0.50 per page</p>	<p>GC 26831</p>

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
CLERK-RECORDER  
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
<b>RECORDER FEE SCHEDULE</b>		
Regular Recording Fee · First Page  · Each Additional Page  · Combined Documents	\$14.00  \$3.00  \$14.00 (each additional title)	GC 27361 (a) GC 27361(c) GC 27361.4(a) GC 27361.4(b) GC 27361.4(c)  GC 27361(a) GC 27361(b) GC 27361(c) GC 77205  GC 27361.1
Senate Bill (SB) 2 Building Homes and & Job Act	\$75.00, per parcel, per transaction with a cap of \$225.00	GC 27388.1
Non-Conforming Document (8½ x 11 page in document)	Regular Recording Fee plus \$3 per page (all pages)	GC 27361(a)(2) GC 27361.5
Additional Indexing · Each Group of 10 Names or Fraction Thereof After First 10 · Each Additional Referenced Indexed, e.g., Mining Claims	\$1.00  \$1.00	GC 27361.8  GC 27361.2
Military Records	No Fee	GC 27381
Liens · Release of Liens (State, County, Etc.) · Involuntary Lien Notification · Lien for State, Municipality, County	\$20.00 \$3.00 No Fee	GC 27361.3 GC 27387 GC 27383
Preliminary Change of Ownership Report Penalty Fee (Form not filed if recording evidences a change of ownership)	\$20.00	R&T 480.3
Recording of Maps · First Page · Each Additional Page	\$6.00 \$2.00	GC 27372

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
CLERK-RECORDER  
SCHEDULE D**

<b>SERVICE</b>	<b>FEE</b>	<b>LEGAL AUTHORITY</b>
Financing Statements · Recording UCC · Recording UCC (3 Pages or More) · Request for Information (Search Files) · Copies	\$10.00 \$20.00 \$5.00 \$1.00 per page	GC 12194(b)
Documentary Transfer Tax	\$0.55 per \$500.00 value	R&T 11911
Copies · Official Records · Grantor/Grantee Index	\$1.00 per page \$1.00 per page	GC 27366
CD's · Monthly Recordings · Maps (Full Set)	\$125.00 \$250.00	
Administering and Certifying Oaths and Affirmations	\$0.50 each	GC 27379
Certification of Any Recorded Document	\$1.75	GC 26833
<b>CLERK FEE SCHEDULE</b>		
Clerk's Certification and Copies · Paper or Record on File in the Clerk's Office · Certifying a Copy of a Document on File · Clerk's Certificate, Not Otherwise Fixed · Conflict of Interest Statement · Exemplification of Paper · 20 Day Notice Filing · Fee for Certificate of Official Capacity of any Public Official	\$0.50 \$1.75 \$1.75 \$0.10 per page \$20.00 \$9.00 \$2.25	GC 26831 GC 26833 GC 26836 GC 81008 GC 26839 GC 27361.9 GC 26833
Faxing Official Documents	Regular document copy fee plus \$2.00 fax fee	GC 26831
Miscellaneous Fees (Filing, Indexing, Amending or Certifying Copies of Articles of Incorporation)	\$2.25	GC 26851
Environmental Documents · Environmental Impact Report (EIR) · Mitigated/Negative Declaration (MND)/(ND) · Environmental Document per CRP · Clerk's Filing Fee	\$3,343.25 \$2,406.75 \$1,136.50 \$50.00	CCR, title 14, section 753.5 Fees are adjusted annually by the California Dept. of Fish and Wildlife.

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
CLERK-RECORDER  
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
Admitted Surety Insurers · Filing Power of Attorney or Revocation One Name Two or More Names · Filing Final Statement of Admitted Surety Insurer · Certification that Corporation Sureties Certificate is not Surrendered/Revoked	\$12.00  \$9.00 each \$12.00  \$12.00	GC 28655.1
Legal Document Assistant (Filing Certificate) Unlawful Detainer Assistant to be Accompanied by \$25,000 Surety Bond · Filing · File Stamp Bond · Each Additional ID Card · Recorded Bond (First Page) · Each Additional Page	\$175.00 \$7.00 \$10.00 \$14.00 \$3.00	B&P 6404 & 6405
Professional Photocopier (Filing Certificate) to be accompanied by \$5,000 surety bond · Filing · File Stamp Bond · Each Additional ID Card · Recorded Bond (First Page) · Each Additional Page	\$175.00 \$7.00 \$10.00 \$14.00 \$3.00	B&P 22453
Registration Process Server (Filing Certificate) to be accompanied by \$2,000 surety bond · Filing · File Stamp Bond · Each Additional ID Card · Recorded Bond (First Page) · Each Additional Page	\$100.00 \$7.00 \$10.00 \$14.00 \$3.00	B&P 22353
Registration Process Server (Filing Certificate) to be accompanied by \$2,000 surety bond · Filing · File Stamp Bond · Each Additional ID Card · Recorded Bond (First Page) · Each Additional Page	\$100.00 \$7.00 \$10.00 \$14.00 \$3.00	B&P 22353

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
CLERK-RECORDER  
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
Fictitious Business Name Statements <ul style="list-style-type: none"> <li>· First Filing, Renewal, Renewal with changes</li> <li>· First Business Name and One Partner</li> <li>· Each Additional Name (Business or Partner)</li> <li>· Abandonment, Withdrawal</li> <li>· Filing Affidavit of Publication of Dissolution of Partnership</li> <li>· Certified Copy</li> <li>· Business Name Index</li> </ul>	\$35.00 \$5.00 \$10.00 \$5.00 \$5.00 \$15.00 (base fee)	B&P 17929 B&P 17926 B&P 17928
Marriages <ul style="list-style-type: none"> <li>· Issuing Marriage License</li> <li>· Issuing/Filing Confidential Marriage License</li> <li>· Issuing Marriage License (After Hours)</li> <li>· Issuing Confidential Marriage License (After Hours)</li> <li>· Solemnizing Marriage Ceremony (M-F)</li> <li>· Issuing Duplicate Marriage License</li> <li>· Deputization to Perform Marriage</li> </ul>	\$65.00 \$71.00 \$70.00 \$76.00 \$50.00 \$5.00 \$25.00	H&S 103650 GC 26840 et seq.
Notary Public <ul style="list-style-type: none"> <li>· Filing and recording Bond of Notary Public</li> <li>· Certificate to Capacity of Public Official or Notary Public</li> </ul>	\$10.00 filing fee plus regular recording fee \$2.25	GC 26849.1
<b>VITAL RECORDS</b>		
Vital Record Copies <ul style="list-style-type: none"> <li>· Birth Certificate</li> <li>· Death Certificate</li> <li>· Marriage Certificate</li> <li>· Birth (Gov.)</li> <li>· Amendments to Above</li> <li>· Permit for Disposition</li> <li>· Cross Filing Permit for Disposition</li> </ul>	\$25.00 \$21.00 \$15.00 \$19.00 \$20.00 \$12.00 \$16.00	State Annual Vital Record Fee Schedule - multiple state statutes
Searching Vital Records <ul style="list-style-type: none"> <li>· Birth</li> <li>· Marriage</li> <li>· Death</li> </ul>	\$25.00 \$21.00 \$16.00	H&S 103650; GC 27369

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
CLERK-RECORDER  
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
<b>BOARD OF EQUALIZATION FEE SCHEDULE</b>		
Copies of Documents	\$0.50 per page	GC 26831
Finding of Fact (This is a deposit, applicant is responsible for all costs incurred by the County in preparing the Findings of Fact)	\$150.00	R&T 1611.5 SC BOE Res 2014-001
<b>BOARD OF SUPERVISORS FEE SCHEDULE</b>		
Copies of Documents	\$0.50 per page	GC 26831
Audio Recordings of Board Meetings provided on a CD	\$10.00	GC 26831
Agenda and Public Notices (Hard Copy)	\$40.00 annually	GC 26831
Minutes (Hard Copy)	\$70.00 annually	GC 26831
Board Packets provided on a CD	\$10.00	GC 26831
<p>Appeals (Amounts shown are required as deposits to be applied to all actual costs, including actual clerical, administrative, and county counsel costs, document duplication costs, telephone, fax &amp; reporter per diem and transcription costs. Costs will be subtracted from initial deposit and any overage refunded, or additional costs billed to and shall be paid by the person or entity filing the appeal. This provision shall supersede anything to the contrary in the County Code or any County resolution, policy or procedure.)</p> <ul style="list-style-type: none"> <li>· Administrative Appeals</li> <li>· Planning Commission Appeals</li> </ul>	<p>\$200.00 deposit \$500.00 deposit</p>	GC 26831

**SCHEDULE OF SIERRA COUNTY  
FEES AND CHARGES  
CLERK-RECORDER  
SCHEDULE D**

SERVICE	FEE	LEGAL AUTHORITY
<b>ELECTIONS FEE SCHEDULE</b>		
<i>Available for Election, Scholarly, Journalistic, Political, or Governmental Purposes Only</i> Voter Index <ul style="list-style-type: none"> <li>· Candidates or Committees (Hard Copy or CD)</li> <li>· Non-Candidates or Committees (Hard Copy)</li> <li>· Non-Candidates or Committees (CD Countywide)</li> <li>· Non-Candidate or Committees (CD Single District)</li> </ul>	\$0.50 per 1,000 voters up to 2 requests \$0.50 per page \$50.00 \$10.00	EC 2184 EC 2191
Voter Labels – per voter/household	\$10.00 Single District \$50.00 Countywide	EC 2191
Select Election Specific Reports	\$5.00 each	EC 2191
Weekly AVM files during election cycles	\$50.00	EC 2191
Political Reform Documents <ul style="list-style-type: none"> <li>· Copy</li> <li>· Retrieval, per request for reports and statements five or more years old (a request for more than one report or statement or report and statement at the same time shall be considered a single request).</li> </ul>	\$0.10 per page \$5.00	GC 81008
Certified Copy of Voter Registration	\$1.50	EC 2167
Precinct Map	\$4.00	GC 26831
Candidate Statement	\$200.00	EC 13307
Legislative Candidate Statement	\$200.00	EC 13307.5
Copies of Documents	\$0.50 per page	GC 26831

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

<b>MEETING DATE:</b> March 17, 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:** Elections  
**APPROVING PARTY:** Heather Foster, Clerk-Recorder/Registrar of Voters  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Amendment to Agreement 2019-083, Hart Intercivic Project Change Form, to increase annual license and support services to 5 years and approval of purchase of additional Hart Verity Voting System components, Quote No. 6135.

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

**BACKGROUND INFORMATION:** Following the purchase of the Hart Intercivic Verity Voting System, Sierra County's allocation for voting system replacements costs was increased from \$43,000 to \$251,967.40. As a result, staff is requesting an amendment to the contract to cover additional years of license and support in order to offset the cost to the County's general fund in an amount of \$37,180.36 over the next four years and to purchase additional voting system components as backup to the existing system.

**FUNDING SOURCE:** State Grant Funds  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$65,658.45 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**

**BOARD ACTION:**

- Approved
- Approved as amended
- Adopted
- Adopted as amended
- Denied
- Other
- No Action Taken

- Set public hearing  
For: \_\_\_\_\_
- Direction to: \_\_\_\_\_
- Referred to: \_\_\_\_\_
- Continued to: \_\_\_\_\_
- Authorization given to:  
\_\_\_\_\_

Resolution 2020- \_\_\_\_\_  
 Agreement 2020- \_\_\_\_\_  
 Ordinance \_\_\_\_\_  
 Vote:  
 Ayes:  
 Noes:  
 Abstain:  
 Absent:  
 By Consensus

**COMMENTS:**

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

\_\_\_\_\_  
 DATE



# Project Change Form

Change Number: \_\_\_\_\_

Date Change Initialed: \_\_\_\_\_ Submitted by: \_\_\_\_\_

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

Contract Title: \_\_\_\_\_ Contract Date: \_\_\_\_\_

Reference: \_\_\_\_\_

Description of Change: \_\_\_\_\_

Line Item	Description	Unit Cost	Quantity	Cost Change (unit cost x quantity)

Net Cost of Change:

\*ZL&S jgproratedži se L&S worksheet on back.

## Special Instructions

Filing Instructions: A copy of this Change will be filed with all affected Reference documents, and appropriate information annotating the change will be entered in the respective section of the Reference.

Jurisdiction Signature(s)

Hart InterCivic Signature(s)

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

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





Quote Number

00006135

Account Name

Sierra County, CA

Grand Total

\$28,478.09

Item	Description	Unit Price	Quantity	Total Price
Verity Touch Writer w/ Access	Ballot marking device with accessibility; printer and stand removed at customer request	\$5,300.00	1	\$5,300.00
Verity Accessible Booth	Wheelchair-accessible voting booth w/ transport bag and privacy screens included with Verity Touch Writer w/ Access		1	
Verity Workstation	Workstation for Verity software w/ 5-year warranty; qty 1 backup each for Count and Central	\$5,550.00	2	\$11,100.00
Canon DR-G1100 Central Scanner	Central ballot scanner w/ 1-year warranty	\$7,500.00	1	\$7,500.00
Verity Key	Electronic security token	\$109.00	3	\$327.00
vDrive	Flash memory card/audio card for use with Verity devices	\$66.00	15	\$990.00
License and Support	License and Support fee for 5 years	\$811.00	1	\$811.00

Subtotal	\$26,028.00
Shipping and Handling (Estimated)	\$525.00
Solution Price	\$26,553.00
Tax	\$1,925.09
Grand Total	\$28,478.09

Bill To P.O. Box D  
Downieville, CA 95936

Ship To 100 Courthouse Square, Room 11  
Downieville, CA 95936

**Customer Contact**

Contact Name Heather Foster Email hfoster@sierracounty.ws  
Phone (530) 289-3295

**General Information**

Expiration Date 1/12/2020 Instructions Please fax with signature to or scan and email to [kclakeley@hartic.com](mailto:kclakeley@hartic.com) to order.  
Payment Terms Net 30

**Terms and Conditions**

Subsequent License and Support will be billed annually per contract terms.  
Pricing subject to inventory availability at time of quote execution and acceptance.  
Taxes will be calculated in conjunction with the Customer based on the final approved price list.

**Hart Approval**

Prepared By Karen Clakeley Title Director, Strategic Accounts  
Signature

**Customer Approval**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_



Quote Number

00006135

Account Name

Sierra County, CA

Grand Total

\$28,478.09

## Heather Foster

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**From:** Robinson, NaKasha <Nakesha.Robinson@sos.ca.gov>  
**Sent:** Tuesday, February 25, 2020 12:09 PM  
**To:** Heather Foster; Chaney, Kathryn  
**Subject:** RE: Updates from Hart: Quotation and Change Form

Hi Heather,

Yes, the additional voting system components, license/support and RAVBM costs are allowable expenses under the terms of the contract.

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**From:** Heather Foster <hfoster@sierracounty.ca.gov>  
**Sent:** Tuesday, February 25, 2020 11:26 AM  
**To:** Robinson, NaKasha <Nakesha.Robinson@sos.ca.gov>; Chaney, Kathryn <KChaney@sos.ca.gov>  
**Subject:** FW: Updates from Hart: Quotation and Change Form

Good Morning,

I'm just following up on my email below. Please let me know if I need to reach out to someone else in regards to voting system replacement funds.

Thank you and have a great day,

Heather Foster  
Sierra County  
Clerk-Recorder/Registrar of Voters  
Clerk of the Board of Supervisors  
530-289-3295  
[hfoster@sierracounty.ca.gov](mailto:hfoster@sierracounty.ca.gov)

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**From:** Heather Foster  
**Sent:** Thursday, January 23, 2020 11:46 AM  
**To:** 'Robinson, NaKasha' <[Nakesha.Robinson@sos.ca.gov](mailto:Nakesha.Robinson@sos.ca.gov)>  
**Cc:** 'Chaney, Kathryn' <[KChaney@sos.ca.gov](mailto:KChaney@sos.ca.gov)>  
**Subject:** Updates from Hart: Quotation and Change Form

Good Morning NaKasha,

As a result of the increase allocations in voting system replacement funds, I have requested Hart InterCivic provide me additional items and services for my new election system. Could you please review the attached quote and project change form from Hart InterCivic and let me know if the items/services qualify as allowable expenses for reimbursement under the Voting System Replacement contracts. Also, are my annual costs for my current RAVMB system (Democracy Live) reimbursable under the contracts?

Thank you for your time!

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

530-289-3295

[hfoster@sierracounty.ca.gov](mailto:hfoster@sierracounty.ca.gov)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER <b>18G30146</b>	AMENDMENT NUMBER <b>01</b>
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and Contractor named below:  
 STATE AGENCY'S NAME  
**Secretary of State**  
 CONTRACTOR'S NAME  
**Sierra County**
2. The term of this Agreement is: February 1, 2019, or upon approval by Dept. of General Services, if required, whichever is later through June 30, 2022
3. The maximum amount of this Agreement after this amendment is: **\$ 251,967.40**  
 Two hundred fifty-one thousand nine hundred sixty-seven dollars and forty cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  1. The amount of the Agreement is hereby increased by \$ 208,967.40 and shall not exceed \$ 251,967.40, which includes \$ 1,967.40 for election management system (EMS) specific funds.
  2. The term of the Agreement is hereby extended through June 30, 2022.
  3. Exhibit A – Scope of Work, Section E. Use of Funds. Item 9., is hereby added to the Agreement, as stated below:  
**9. The replacement or enhancement of a county Election Management System (EMS), used by the county to track voter registration or voter preference, including for example, a voter's vote-by-mail status. This shall not include maintenance and operations (M&O) expenses.**
  4. Exhibit B – Budget Detail and Payment Provisions, Item 7. Retroactive Payments, is hereby replaced in its entirety, as stated below:  
**7. Retroactive Payments**  
**Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015 and before June 30, 2022.**
  5. Exhibit D – Special Terms and Conditions, Section A. Auditing, Item 1., is hereby replaced in its entirety, as stated below:
    1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – Scope of Work, Section E – Use of Funds as follows:
      - a. Counties with 50 or fewer precincts will require no match of funds.
      - b. Counties with 51 or more precincts will require 3:1 or 75%:25% match of funds.
  6. Exhibit B-1 – Funding Detail, is hereby added to the Agreement and attached hereto.

Except as stated herein, all other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Sierra County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS P.O. Drawer D Downieville, CA 95936-0398		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Secretary of State		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Chief, Management Services Division		
ADDRESS 1500 11 <sup>th</sup> Street, Sacramento, CA 95814		

**EXHIBIT B-1  
 (Standard Agreement)**

**FUNDING DETAIL**

The allotted contract amount with both fiscal year (FY) allotments are not to exceed a total contract budget of **\$ 251,967.40** as shown in the table below:

<b>Total Budget</b>	
FY 18/19 – Existing Contract Amount for replacement/upgrade to County voting systems	\$ 43,000.00
FY 19/20 – Additional Funding for replacement/upgrade to County voting systems	\$ 207,000.00
FY 19/20 – Additional funding specifically for election management system (EMS) replacement	\$ 1,967.40
<b>New Contract Amount</b>	<b>\$ 251,967.40</b>



VERITY

MASTER AGREEMENT

This Master Agreement ("**Agreement**"), entered into effective as of July 9, 2019, ("**the Effective Date**") by and between Hart InterCivic, Inc., a Texas corporation ("**Hart**") and the Customer set forth below ("**Customer**"), sets forth the terms and conditions pursuant to which Customer may procure from Hart certain hardware ("**Hardware**"), software ("**Software**") licenses and support services ("**Software Support Services**"), warranty services ("**Warranty Services**"), and/or design, engineering, software development, project management, operational training, election event support, and/or other services ("**Professional Services**"), from time to time. Hardware and Software may be referred to as "**Products**" and Warranty Services, Software Support Services and/or Professional Services may be referred to as "**Services**." Products may be "**Hart Hardware**," and "**Hart Proprietary Software**," (i.e. "**Hart Products**") or "**Third Party Hardware**" and "**Sublicensed Software**" (i.e. "**Third Party Products**"). The foregoing may be referred to together as the "**Verity system**."

Hart agrees to sell or provide to Customer Products and Services according to this Agreement, which includes all Schedules, Attachments and Exhibits. Customer agrees to all terms and conditions of this Agreement. Pricing and other material terms of Customer's initial commitment are as set forth in the Schedule A or Customer Signed Quote attached hereto as **Exhibit A**. This Agreement and Hart's quotations issued hereunder together comprise the complete and exclusive Agreement for the sale of the Products and the provision of the Services. No other terms and conditions sent by Customer shall apply, including any terms or conditions contained in any purchase order, request for quote (RFQ), request for proposal (RFP), communication or other operational form that is in addition to or different than the terms and conditions of this Agreement. Any of Customer's terms and conditions that are different from or in addition to those contained herein are hereby objected to and shall be of no effect unless specifically agreed to in writing by an officer of Hart. Customer acknowledges it has read and understands this Agreement (including all Schedules, Attachments and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement (including all Schedules, Attachments and Exhibits).

Agreed and Accepted:

**Customer**

Jurisdiction: Sierra County, CA  
 Name: Sierra County Clerk  
 Address: 100 Courthouse Square, Room 11  
Downieville, CA 95936  
 Phone: (530) 289-3295  
 Facsimile: \_\_\_\_\_  
 E-mail: hfoster@sierracounty.ws

Executed By: Paul Roen  
 Name: [Signature]  
 Title: Chairman  
Sierra County Board  
of Supervisors

**Hart**

Hart InterCivic, Inc.  
 15500 Wells Port Drive  
 Austin, Texas 78728  
 Attn.: Phillip W. Braithwaite, CEO  
 800-223-4278  
 800-831-1485  
 pbraithwaite@hartic.com

[Signature]  
 Phillip W. Braithwaite  
 CEO

ATTEST:  
[Signature]  
 Heather Foster  
 Clerk of the Board

APPROVED AS TO FORM:  
[Signature]  
 David Prentice  
 County Counsel

This Agreement is not effective until executed by both parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

## 1. ORDERING

Customer may request quotations for Products or Services from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any Products or Services from Hart. Any Customer request for quotation must include the following information: (i) description of requested Product or Services; (ii) unit quantity and/or desired term; (iii) Hart's part number and/or vendor part number, if applicable; (iv) current unit price as provided by Hart, if applicable; (v) correct shipping address, if applicable; and (vi) any other order information required by Hart. Each request for quotation shall identify the address of the shipping destination, if applicable. Customer may only make a request for quotation via facsimile and other Hart approved electronic ordering methods, including email. All quotations are valid for only 30 days unless specifically stated on the front of the quotation. If the quotation is signed by Customer within thirty (30) days, Hart will provide notice of its acceptance via countersignature within fifteen (15) days of the date on which it receives Customer's signature on the Hart quotation. Failure to provide such written acceptance shall be deemed Hart's rejection of the order. Hart reserves the right to accept or reject any order initiated by Customer in Hart's discretion. Only signed quotations will obligate the parties to the terms of such quotations and this Agreement with respect to the applicable Products and/or Services. Each accepted quotation shall be subject to the terms and conditions of this Agreement.

## 2. PRICING

- 2.1. **Products.** Prices for Products shall be specified by Hart in the relevant quotation or proposal and are subject to change without notice, including Prices for backordered Products, however, Prices in quotations or other agreements signed by both Parties are not subject to change. All prices are exclusive of shipping and packing costs, and insurance.
- 2.2. **Annual License and Support Fee.** The "Annual Fee" is the combined fee for licensing (in the case of Hart Proprietary Software), sublicensing (in the case of Sublicensed Software, if any), and support (a "License and Support Subscription"). Pricing for the initial Annual Fee is the amount specified as the "Initial Annual Fee" on Exhibit A. Pricing for subsequently ordered License and Support Subscriptions shall be specified on the applicable quotation, and unless otherwise specified, shall be pro-rated so as to be co-terminus with the initially-ordered License and Support Subscriptions. Hart may adjust the amount of the Annual Fee for renewal License and Support Subscription terms by notifying Customer of any price changes with the invoice in which the adjustment is made. Unless adjusted by Hart, each renewal Annual Fee will be the same as the Annual Fee for the renewing License and Support Subscription.
- 2.3. **Other Services.** Pricing for other Services shall be set forth in the applicable quotation, or if not specified, at Hart's then-current hourly rates.
- 2.4. **Additional Charges.** Additional charges may apply to Services e.g., travel, communication and other expenses. There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of other than Hart-recommended equipment purchased by the Customer for use with the Products. Any other additional charges must be mutually agreed to by Hart and Customer and documented in an amendment to this Agreement.
- 2.5. **Taxes.** All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents Hart with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event Hart is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Hart therefore.

## 3. PAYMENT

- 3.1. **Products.** Except as otherwise provided in Hart's quotation, amounts due for Products shall be billed upon shipment and shall be paid in full within thirty (30) days after delivery.
- 3.2. **Annual Fee.** The Annual Fee for the initial License and Support Subscription is due upon execution of this Agreement and annually thereafter before expiration thereof. Annual Fees for subsequently ordered License and Support Subscriptions, if any, shall be due upon acceptance of order and unless specified on the applicable quotation, the corresponding Annual Fees for renewals thereof shall be due annually with the renewal of the initially-ordered License and Support Subscription (i.e. shall be pro-rated and become co-terminus). If Customer fails to timely pay an Annual Fee, all Software licenses and Software Support Services will automatically terminate.
- 3.3. **Other Services.** Amounts due for other Services shall be billed upon the earlier to occur of one or more of the following: first election in which the Professional Services are used; receipt of Services acceptance; not later than sixty (60) days after the date of Customer's first election in which any portion of the Hardware and/or Software is used, and shall be due within thirty (30) days of receipt of invoice.

- 3.4. **Payment Mechanics.** Customer will pay all amounts due under this Agreement in U.S. Dollars. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Hart in a notice to Customer. Hart reserves the right to require C.O.D. payment, a letter of credit, or other security for payment if it determines that such terms are required to assure payment. Customer shall promptly notify Hart in writing of any change to Customer's name, address, or billing information.
- 3.5. **Late Fees.** Hart may impose interest at the lower of: (1) one and one-half percent (1½%) per month, or (2) the highest rate of interest then permitted by applicable law for all past due balances, compounded monthly and rounded to the next highest whole month. Customer also agrees to pay or reimburse all fees and expenses reasonably incurred by Hart in collecting any amounts due under this Agreement, including, but not limited to, all attorneys' fees associated therewith. Hart shall have the right, in addition to any and all other rights and remedies available at law or in equity, to delay or cancel any deliveries, to reduce or cancel any or all quantity discounts extended to Customer, and/or to suspend the provision of Services if Customer is in default of payments or any other material term of this Agreement.
- 3.6. **Billing Disputes.** If any dispute exists between the parties concerning the amount due or due date of any payment, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer or Hart of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

#### 4. HARDWARE SPECIFIC TERMS

- 4.1. **Delivery.** Hart will provide estimated shipment dates upon acceptance of Customer's signed quotation. Shipment dates on Hart quotations are approximate only and Hart will not be subject to liability for late or delayed shipment. In the event Customer is unable to receive the Hardware Products at the time of delivery Hart, at its sole option and convenience, may deliver such products to storage at any suitable location including Hart's facilities. All costs incurred by Hart for the transportation, storage, and insurance of such Hardware Products shall be borne by Customer.
- 4.2. **Hart Voting System Equipment Pick-Up.** If Customer has legacy Hart Voting System (HVS) equipment, Hart will pick up and salvage all HVS voting devices, computers, and peripherals at no cost to Customer. Customer may retain databases and reports stored on such equipment solely to comply with record retention policies. Customer may retain minimal necessary computers and copies of legacy software for access to records retention databases. Customer agrees to remove all HVS software from all retained computers at the close of the records retention period. Upon request, Customer will provide Hart with written certification that such software has been deleted.
- 4.3. **Acceptance.** Customer shall examine all Hardware Products promptly upon receipt thereof. Within ten (10) business days of such receipt, Customer shall notify Hart in writing of any manner in which Customer claims that the Hardware Products fail to conform to their applicable specification, or as to any claimed shortages, or shipments errors. If no written notification is received by Hart within such period, the Hardware Products delivered hereunder shall be deemed accepted by Customer ("**Hardware Acceptance**"). Hardware Product will be deemed conforming if it meets Hart's published specification for such Product, and any specifications identified on the applicable quotation. Upon Customer's Acceptance, any defects in material or workmanship shall be addressed pursuant to the warranty in Section 9 below.
- 4.4. **Installation:** A Hart representative may install the Hardware Products at the Customer's site on a mutually agreed upon date during Hart's normal working hours, within ten (10) business days of delivery, or as soon as is practicable for both parties. Billing will occur on the date the Hardware is shipped to the Customer's site, per Section 3.1 If additional labor and rigging or Customer-specified customization is required for installation due to Customer's special site requirements, Customer will pay those costs including costs to meet union or local law requirements.
- 4.5. **Title and Transportation.** Hardware Products are shipped Ex Works (Incoterms 2010) from Hart's designated shipping point. Title transfer and transfer of risk of loss or damage shall be deemed to occur upon Hart making such Hardware Products available to the carrier at Hart's designated shipping point. Hart reserves the right to select the method and routing of transportation and the right to make delivery in installments unless otherwise specified at the time of quotation acceptance by Hart but in no event will the carrier be deemed the agent of Hart. Notwithstanding the foregoing, if customer chooses a financing option offered by Hart, then title to hardware will pass to Customer according to the terms of the finance agreement.
- 4.6. **Rescheduling and Cancellation.** Except in the event of unreasonable delays beyond the quoted delivery dates or an uncured default of a material term of this Agreement by Hart, Customer shall not have the right to change, cancel, or reschedule an accepted quotation in whole or in part without the prior consent of Hart. In the event Customer requests a rescheduling of any Hardware Product and such request is accepted by Hart, Customer agrees to promptly pay Hart's standard reschedule charge. Hart may not cancel a quotation after it has accepted Customer's signed submission thereof. Customer may not cancel an order after submission to Hart of a signed quotation. Any cancellations following such times will be at the non-cancelling party's sole discretion and upon terms dictated by the non-cancelling party.

#### 5. SOFTWARE SPECIFIC TERMS

- 5.1. **License.** Subject to the terms and conditions of this Agreement and for so long as Customer has a current License and Support Subscription in effect, Hart grants to Customer (i) a personal, nonexclusive, nontransferable, and limited license to use the Hart Proprietary Software (which includes Firmware, meaning the Hart Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software, if applicable. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction on the signature page of this Agreement and only on the hardware or other computer systems authorized by Hart in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable quotation. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. To the extent Hart Proprietary Software contains embedded third party software, third party licenses may apply. More information concerning embedded third party software can be found in the application's "Help->About" and is available upon written request. Such embedded third party software is distinguished from "Sublicensed Software" which is stand-alone software not part of Hart Proprietary Software that may be included under this Agreement. See **Exhibit D** for a listing of Hart Proprietary Software and Sublicensed Software.
- 5.2. **Records and Audit.** Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software and access to the Software licensed hereunder, including without limitation with respect to access thereto. Licensee shall retain such books and records for a period of five (5) years from the date of cessation of any such usage, notwithstanding any expiration or termination of this Agreement. Customer agrees that during the term of this Agreement and such period, Hart, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer's compliance with the terms of the licenses and sublicenses granted to Customer. If any such examination discloses unauthorized usage, then Customer, in addition to paying such payment then due and without limiting Hart's remedies, shall pay the reasonable fees for the audit.
- 5.3. **Restrictions:**
- 5.3.1. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Hart: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use Hart branded or approved peripherals and consumables with the Verity system.; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; and (iii) Customer shall not modify the Hardware or Software. If Customer does not comply with any provisions of this Section 5.3, then (i) the Limited Warranties under Section 9 and the licenses and sublicenses granted under Section 5.1 will automatically terminate; (ii) Hart may terminate its obligation to provide Software Support Services under Section 8; (iii) Hart will have no further installation obligations. Furthermore, if Customer uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Customer under Section 5.1, Hart reserves its rights to enforce its patents with respect to those claims.
- 5.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Hart.
- 5.3.3. Customer shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of software and hardware on which the software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.
- 5.3.4. Customer shall not publish any results of benchmark tests run on any Software.
- 5.3.5. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Customer shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.

## 6. DOCUMENTATION

Hart will provide Customer with one (1) electronic copy of the standard user-level documentation and operator's manuals and where applicable, environmental specifications for the Product installed at the Customer's location before the first election for which the Product will be used, following installation.

## 7. PROPRIETARY RIGHTS

- 7.1. **Reservation of Rights.** Customer acknowledges and agrees that the design of the Products, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of Hart and its licensors. Customer agrees that the sale of the Hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the Products, are the sole and absolute property of Hart and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, code, updates, and trade secrets developed by Hart personnel (alone or jointly with others, including Customer) in connection with Confidential Information, Verity system, and Hart Proprietary Software will be the exclusive property of Hart.
- 7.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products at any time. Such proposals, suggestions, or recommendations will become Hart's property and are hereby assigned to Hart. Hart may include any such proposals, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Product updates, without restriction or obligation. Hart is under no obligation to change, alter, or otherwise revise the Products according to Customer's proposals, suggestions, or recommendations.
- 7.3. **License Back** If Customer possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity system, its method of operation, or any component thereof, Customer hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims.

## 8. SOFTWARE SUPPORT SERVICES

- 8.1. **Description of Software Support Services.** Subject to the terms and conditions of this Agreement and for so long as Customer has the requisite number of License and Support Subscriptions in effect, Hart will provide Customer the Software Support Services described below. Software Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Section 9. If Hart, in its discretion, provides Software Support Services in addition to the services described under this Section, Customer will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Customer.
- 8.1.1. *Software Support Services.* Software Support Services will consist of assisting the Customer in the use of software for purposes of election administration, including functions related to pre-election and post-election testing and general operation of the Verity system. Assistance is available via phone and email through the Hart Customer Support Center. See **Exhibit B** for Hart Customer Support contact information and hours.

Software Support Services may consist of periodic updates to Hart Proprietary Software, at Hart's discretion. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Software errors or defects must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a remedy or suitable corrective action. The exclusions from warranty coverage under Section 9.5 also are exclusions from Software Support Services under this Section. There may be consumable, shipping and on-site service charges for update releases of software and there may be feature charges for update or enhancement releases of software.

## 9. WARRANTY AND EXTENDED WARRANTY

- 9.1. **Certification.** Where applicable, Verity system components that require certification will meet the certification requirements in place on the effective date of the Master Agreement.
- 9.2. **Hart Hardware Limited Warranty.** Hart warrants that during the warranty period, the Hart Hardware purchased by Customer will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Verity Operator's Manuals for the Hart Hardware applicable at the time of the installation of the Hardware. The warranty

period for new Hart Hardware (other than Consumables) is one (1) year, beginning ten (10) days after the shipping date. The warranty period for used and/or refurbished hardware is ninety (90) days, beginning ten (10) days after the shipping date. Consumables are warranted only to be free from manufacturing defects for a period ninety (90) days, beginning ten (10) days after the shipping date. Hart will, at Hart's sole discretion, replace or repair any Hart Hardware that does not comply with this warranty, at no additional charge to Customer. To request warranty service, Customer must contact Hart in writing within the warranty period. Hart may elect to conduct any repairs at Customer's site, Hart's facility, or any other location specified by Hart. Any replacement Hart Hardware provided to Customer under this warranty may be new or reconditioned. Hart may use new and reconditioned parts in performing warranty repairs and building replacement products. If Hart repairs or replaces Hart Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired Hart Hardware. Hart owns all replaced Hart Hardware and all parts removed from repaired products. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Software Support Services set forth in Section 9.5. This warranty does not cover any Hart Hardware that has had the original identification marks and/or numbers removed or altered in any manner. This warranty does not include any type of routine maintenance service or preventative maintenance service. This Hardware Limited Warranty may be extended after the initial period under separate Extended Hardware Warranty agreements, subject to the order process contemplated by Section 1. Extended warranties exclude consumable items, including all types of batteries, vDrives and paper ("Consumables"). Renewal of the annual License and Support Subscription does not, in itself, extend the Hardware Limited Warranty. The remedies set forth in this Section are the full extent of Customer's remedies and Hart's obligations regarding this warranty. If the Hart Hardware is required to be reconfigured, modified, or otherwise changed after its sale to and installation at the Customer's location due to the Customer's or a local, state, or federal government certification change(s) or due to any statutory changes or new requirements, Hart will determine the feasibility and cost of the required changes and advise the Customer of the total amount due for those Hart Hardware changes. Upon written approval to move forward with the changes and receipt from the Customer of the stated fees, Hart will complete the required changes to the Customer's Hart Hardware. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY THIRD PARTY HARDWARE.

- 9.3. **Hart Proprietary Software Limited Warranty.** Hart warrants that beginning ten (10) days after the shipping of the Hart Proprietary Software and for so long as Customer has the requisite number of License and Support Subscriptions in effect, the Hart Proprietary Software will perform substantially according to the then-current functional specifications described in the applicable software Operators' Manuals accompanying such Hart Proprietary Software. To request warranty service, Customer must contact Hart in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable corrective action (a solution that will allow the software to function appropriately). Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse effect upon operation of the Hart Proprietary Software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Support Coverage set forth in Section 9.5. The remedies set forth in this Section 9.3 are the full extent of Customer's remedies and Hart's obligations regarding this warranty. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY SUBLICENSSED SOFTWARE.
- 9.4. **Professional Services Warranty.** Hart represents and warrants that any Professional Services shall be performed in a professional and workmanlike manner.
- 9.5. **Exclusions from Warranty and Software Support Services.** The warranties under this Section and Software Support under Section 8 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition; (k) acts of Customer, its agents, servants, employees, or any third party; (l) servicing or support not authorized by Hart; (m) Force Majeure; or (n) Consumables, unless expressly set forth in Section 9.2. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the Customer's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Hart will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Software running on Customer's computer equipment, should Customer install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Hart will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary than that described herein. Professional Services and associated costs may be required in those situations where the Customer requests Hart's review and approval of any system changes outside the original system specifications at the time of the original acceptance date of this Agreement. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.

9.6. **Third Party Hardware and Sublicensed Software Excluded.** HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY DESCRIBED BELOW. HART HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART'S DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If Hart sells, licenses, or sublicenses any Third Party Hardware or Sublicensed Software to Customer, Hart will pass through to Customer, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer. Customer agrees to look solely to the warranties and remedies, if any, provided by the manufacturer or third-party licensor. For a list of Third Party Hardware, see Exhibit A. For a list of Sublicensed Software, see Exhibit D or the applicable order. The disclaimers in this Section 9.6 are not intended to apply to embedded third party software integrated within the Hart Proprietary Software, contemplated by Section 5.1.

9.7. **Limited Remedies.** HART'S SOLE RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN PRODUCTS AND SERVICES IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN, AND TO THE EXTENT SET FORTH IN, THIS WARRANTY TERMS SECTION.

## 10. PROFESSIONAL SERVICES

10.1. **Professional Services.** Subject to the terms and conditions of this Agreement, Hart will provide Customer (i) operational training and on-site support at the first election in which the Products are used, and (ii) the Professional Services described in each Hart-accepted, Customer-signed quotation. Professional Service days cannot be exchanged for Product fees, Annual Fees, or fees for other Services. If the Professional Services in an applicable quotation are not used prior to 60 days after the date of the Customer's first election in which any portion of the Product is used, Hart's Professional Services obligations shall expire and unused days will be billed to the Customer without recovery of amounts paid in advance for Professional Services.

## 11. REPRESENTATIONS AND WARRANTIES

11.1. **Due Organization.** Each party represents that it is duly organized, validly existing, and in good standing in the jurisdiction of its organization, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.

11.2. **Conflicting Agreements.** Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

## 12. CUSTOMER RESPONSIBILITIES

12.1. **Independent Determination.** Customer acknowledges it has independently determined that the Products purchased under this Agreement meet its requirements

12.2. **Cooperation.** Customer agrees to cooperate with Hart and promptly perform Customer's responsibilities hereunder. Customer will (a) provide adequate working and storage space for use by Hart personnel near the applicable Hardware; (b) provide Hart full access to the Hardware and Software and sufficient computer time, subject to Customer's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Customer personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.

12.3. **Site Preparation.** Customer shall prepare and maintain the installation site in accordance with instructions provided by Hart. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.

12.4. **Site Maintenance; Proper Storage.** Customer shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.

12.5. **Use.** Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with

applicable manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.

- 12.6. **Backups.** Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Hart is not liable for data loss.

### 13. TERM AND TERMINATION

#### 13.1. Term.

- 13.1.1. *Of Agreement.* Unless earlier terminated as set forth herein, the initial term of this Agreement is one (1) year.
- 13.1.2. *Of License and Support Subscription.* Unless earlier terminated as set forth herein, the initial term of the License and Support Subscriptions is one (1) year. Unless otherwise provided in the applicable quotation subsequently ordered License and Support Subscriptions shall be pro-rated so as to be co-terminus with the initially ordered License and Support Subscriptions.
- 13.1.3. *Of Hardware Warranty.* Unless earlier terminated as set forth herein, the initial term of new Hardware Warranties is one (1) year.

#### 13.2. Renewals.

- 13.2.1. *Of Agreement.* This Agreement shall automatically renew for successive periods of one (1) year following the initial term unless one party notifies the other of its intent not to renew not less than ninety (90) days prior to the end of the then-current term.
- 13.2.2. *Of License and Support Subscriptions.* Except as otherwise provided in this Agreement, Customer must renew License and Support Subscriptions before their expiration by paying the Annual Fee invoiced by Hart, as provided in Section 2.2, before the anniversary date immediately following the date of invoice. Each renewal License and Support Subscriptions term will be a one (1) year, commencing on the expiration of the prior term and expiring on the immediately following anniversary date.
- 13.2.3. *Hardware Warranties.* Hardware warranties may be extended through a separate Extended Hardware Warranty, ordered in accordance with Section 1. Renewal of this Master Agreement and the License and Support Subscription do not, in themselves, extend hardware warranties.

#### 13.3. Termination.

- 13.3.1. *By Hart.* This Agreement and/or all then-current License and Support Subscriptions and Professional Services orders shall automatically terminate or expire as set forth herein and may be terminated by Hart if Customer is in breach of a term hereof and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 13.3.2. *By Customer.* Customer may terminate this Agreement, a Product order, or a License and Support Subscriptions and Professional Services orders issued hereunder if Hart is in breach of a term hereof or thereof, as applicable, and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 13.4. **Effect of Expiration and Termination.** Any termination under Section 13.3.1 shall operate to terminate this Agreement and any then current License and Support Subscriptions and Professional Services orders. Any termination under Section 13.3.2 of a License and Support Subscription or Professional Services order shall operate only upon such subscription or order, and shall have no effect on this Agreement or other subscriptions or orders then in effect. Sections 3, 5.2-5.4, 7, 9.5-9.7, 12, 13.4, and 14-18 shall survive any termination or expiration of this Agreement or the applicable License and Support Subscription and/or Professional Services order. All other rights and obligations shall be of no further force or effect.

### 14. CONFIDENTIALITY

- 14.1. **Definition.** "Confidential Information" means any information related to Hart's business or the Verity system, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. Confidential Information includes, without limitation, all Software, the Documentation and support materials, and the terms and conditions of this Agreement.
- 14.2. **Non-Use and Non-Disclosure.** Customer will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Hardware and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them,

and all copies thereof, at a secure location and limit access to those employees who must have access to enable Customer to use the Software. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to Hart or its suppliers and licensors.

- 14.3. **Return of Confidential Information.** Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to Hart all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies). Upon termination of Customer's license or sublicense of Software, Customer shall immediately discontinue all use of the Software and return to Hart or destroy at Hart's option, the Software, including Firmware (and all related Documentation (electronic and hard copy)) and all archival, backup, and other copies of Software, Firmware and Documentation, and provide certification to Hart of such return or destruction. Return or destruction may include hard drives and/or component flash drive devices.
- 14.4. **Customer Employees, Agents and Contractors.** Customer will inform its employees and other agents and contractors of their obligations under this Section 14 and shall be fully responsible for any breach thereof by such personnel.

## 15. INDEMNIFICATION

- 15.1. **Indemnity.** Hart, at its own expense, will defend Customer against any claim that the Hart Hardware or Hart Proprietary Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives Hart prompt written notice of such claims; (b) permits Hart to control the defense and settlement of the claims; and (c) provides all reasonable assistance to Hart in defending or settling the claims.
- 15.2. **Remedies.** As to Hart Hardware or Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the Hart Hardware or Hart Proprietary Software for Customer or (b) replace or modify the Hart Hardware or Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Customer will cease using the applicable Hart Hardware and Hart Proprietary Software, Customer will return to Hart all applicable Hart Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and Customer will certify in writing to Hart that such return or destruction has been completed. Upon return or Hart's receipt of certification of destruction, Hart will give Customer a credit for the price paid to Hart for the returned or destroyed Hart Hardware and Hart Proprietary Software, less a reasonable offset for use and obsolescence.
- 15.3. **Exclusions.** Hart will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any Hardware or Software; (c) results from use of any Hart Hardware or Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is restricted to the Verity system designed by Hart; (d) relates to Sublicensed Software or Third Party Hardware alone; or (e) arises from Customer-specified customization work undertaken by Hart or its designees in response to changes in Hart Proprietary Software or Sublicensed Software that are made in response to Customer specifications.
- 15.4. **EXCLUSIVE REMEDIES.** THIS SECTION 15 STATES THE ENTIRE LIABILITY OF HART AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

## 16. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 16.1. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES APPLICABLE TO THE PRODUCT(S) AND/OR SERVICES SET FORTH IN SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CUSTOMER DATA THE EXPRESS LIMITED WARRANTIES REFERENCED ABOVE EXTEND SOLELY TO CUSTOMER AND DO NOT INCLUDE ANY TYPE OF ROUTINE MAINTENANCE SERVICE OR PREVENTATIVE MAINTENANCE SERVICE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY.
- 16.2. **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER

OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO HART UNDER THIS AGREEMENT UNDER THE ORDER FOR THE HARDWARE, SOFTWARE OR SERVICE GIVING RISE TO THE APPLICABLE CLAIM. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CUSTOMER'S NEGLIGENCE OR INTENTIONAL ACTS OR, EXCEPT AS EXPRESSLY SET FORTH HEREIN, FOR ANY CLAIM AGAINST CUSTOMER OR ANYONE ELSE BY ANY THIRD PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO CUSTOMER. THE PARTIES AGREE THAT THE LIABILITY AND WARRANTY LIMITATIONS SET FORTH IN THIS AGREEMENT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

- 16.3. **Third Party Products, Services and Referrals.** In addition to Third Party Products that may be ordered hereunder, Hart may direct Customer to third parties having products or services that may be of interest to Customer for use in conjunction with the Products or Services. Notwithstanding any Hart recommendation, referral, or introduction, Customer will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

## 17. DISPUTE RESOLUTION

- 17.1. **Disputes and Demands.** The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").
- 17.2. **Negotiation and Mediation.** After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.
- 17.3. **Injunctive Relief.** Notwithstanding the other provisions of this Section 17, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.
- 17.4. **Time Limit.** Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

## 18. GENERAL PROVISIONS

- 18.1. **Entire Agreement.** This Agreement and the Schedules, Attachments, and Exhibits hereto (including Hart-provided quotations signed by Customer and accepted by Hart) are the entire agreement between the parties with respect to the subject matter contemplated herein, and supersede all prior negotiations and oral agreements with respect thereto. Hart makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a Customer purchase order, acknowledgment, or other Customer preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.
- 18.2. **Interpretation.** This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.
- 18.3. **GOVERNING LAW.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CUSTOMER IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CUSTOMER IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.
- 18.4. **Severability.** Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any

provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

- 18.5. **Force Majeure.** "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, "Force Majeure" will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to Customer's performance, the Customer, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; failure of third parties to timely provide software, hardware, materials, or labor contemplated herein including by reason of strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure or other such event occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.
- 18.6. **Compliance with Laws.** Customer and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.
- 18.7. **Assignment.** Hart may assign this Agreement or its interests herein any including the right to receive payments, without Customer's consent. Customer will be notified in writing if Hart makes an assignment of this Agreement. Customer shall not assign this Agreement or any licenses granted hereunder without the express written consent of Hart, such consent not to be unreasonably withheld.
- 18.8. **Independent Contractors.** The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Hart's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.
- 18.9. **Notices.** Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the signature page for the party to whom the notice is given, or on the fifth (5<sup>th</sup>) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the party's address set forth on the signature page. Each party may change its address for notice by giving written notice of the change to the other party.
- 18.10. **Trademarks.** Verity Election Office™, Verity Voting™, Verity Scan™, Verity Touch™, Verity Controller™, Verity Access™, Verity vDrive™, Verity Touch Writer™, Verity Ballot™, Verity Layout™, Verity Build™, Verity Count™, Verity Relay™, Verity Key™, and Verity Central™, and such other Product names indicated as trademarked names of Hart are trademarks of Hart.
- 18.11. **Attorneys' Fees.** In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.
- 18.12. **Equitable Relief.** The parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein would cause irreparable injury to Hart for which monetary damages alone would not be an adequate remedy, and therefore Hart shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.
- 18.13. **Government Use.** The use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Products were developed at Hart's private expense and are commercial in nature. By using or receiving the Products, the Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

**Exhibit A**

**Schedule A or Customer Signed Quote for Initial Order**



Quote Number 00005275  
 Account Name Sierra County, CA  
 Grand Total \$78,215.00

Item	Description	Unit Price	Quantity	Total Price
Verity Touch Writer w/ Access	Ballot marking device with accessibility	\$5,300.00	1	\$5,300.00
Verity Accessible Booth	Wheelchair-accessible voting booth w/ transport bag and privacy screens included with Verity Touch Writer w/ Access		1	
Printer Stand	Small table for printer included with Verity Touch Writer		1	
Okidata B430 Series Printer	Laser printer w/ starter cartridge included with Verity Touch Writer for ballot printing		1	
Verity Build	Verity Build software; includes Verity Data	\$15,000.00	1	\$15,000.00
Verity Count	Verity Count software	\$6,000.00	1	\$6,000.00
Verity Central	Verity Central software (server)	\$17,500.00	1	\$17,500.00
Verity Workstation	Workstation for Verity software w/ 5-year warranty	\$5,900.00	3	\$17,700.00
23" Flat Panel Monitor	Monitor for use with Verity Workstation		3	
Canon DR-G1100 Central Scanner	Central ballot scanner w/ 1-year warranty	\$7,500.00	1	\$7,500.00
Okidata C831 Printer	Ballot printer w/ starter cartridges	\$4,000.00	1	\$4,000.00
Okidata B430 Series Printer	Laser printer w/ starter cartridge for report printing	\$380.00	2	\$760.00
vDrive	Flash memory card/audio card for use with Verity devices	\$66.00	10	\$660.00
Verity Key	Electronic security token	\$109.00	3	\$327.00
Battery Charger, 1 Bay	1-bay charger for Verity voting device battery	\$185.00	1	\$185.00
New Implementation Services	Includes training, acceptance testing, project management, and on-site support for the first election on the Verity voting system. Additional services, if required, must be purchased separately.	\$12,000.00	1	\$12,000.00
License and Support	Annual license and support fee	\$7,849.00	1	\$7,849.00

Subtotal \$94,781.00  
 Shipping and Handling (Estimated) \$1,025.00  
 Solution Price \$95,806.00  
 Special Discount (\$17,591.00)  
 Grand Total \$78,215.00

Bill To P.O. Drawer D Ship To 100 Courthouse Square, Room 11  
 Downieville, CA 95936 Downieville, CA 95936

Customer Contact

Contact Name Heather Foster Email hfoster@sierracounty.ws  
 Phone (530) 289-3295



Quote Number	00005275
Account Name	Sierra County, CA
Grand Total	\$78,215.00

**General Information**

Expiration Date	4/28/2019	Instructions	Please fax with signature to or scan and email to <a href="mailto:kclakeley@hartic.com">kclakeley@hartic.com</a> to order.
Payment Terms	Net 30		

**Terms and Conditions**

Subsequent License and Support will be billed annually per contract terms.  
 Delivery includes removal and salvage of customer's existing voting system at no extra charge.  
 Pricing subject to inventory availability at time of quote execution and acceptance.  
 Taxes will be calculated in conjunction with the Customer based on the final approved price list. Estimated tax is \$5,670.59.

**Hart Approval**

Prepared By	Karen Clakeley	Title	Director, Strategic Accounts
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Signature *Karen C. Clakeley*

**Customer Approval**

Name: _____	Title: _____
Customer Approval: _____	Date: _____

**Exhibit B****Hart Customer Support Contact Information and Hours**

The following contact information is to be used by Customer for submitting Support requests to Hart InterCivic, Inc.:

Customer Support Center	1-866-275-4278 (1-866-ASK-HART)
Customer Support Center Fax	1-512-252-6925 or 1-800-831-1485
E-mail Address	<a href="mailto:hartsupport@hartic.com">hartsupport@hartic.com</a>
Hart InterCivic, Inc. Switchboard	1-800-223-HART (4278)
Hours of Operation	7AM-6PM Central Time, M-F
After Hours	Leave Voicemail with contact information for return call

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## Exhibit C

### Definitions

"*Hart*" means Hart InterCivic, Inc., a Texas corporation.

"*Verity Access™*" means the audio tactile interface (ATI) controller created by Hart as an add-on component to a Verity Touch™ that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from adaptive switch mechanisms that facilitate interaction with disabled voters, as needed.

"*Verity Print™*" means the device created by Hart for purposes of on-demand ballot printing; this device creates a blank paper ballot from the poll worker's selection of the voter's ballot style or precinct on the Verity Print interface.

"*Verity Controller™*" is a polling place management console capable of interacting with one or more Verity Touch™ devices by transmitting and receiving signals that manage an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

"*Verity Scan™*" means the Verity Scan™ device created by Hart, consisting of an in-person digital ballot imaging device. The single-feed scanner transports and scans both sides of a ballot simultaneously, and it is securely attached to a ballot box that provides for secure ballot storage and transport.

"*Verity Election Office*" means Hart InterCivic's software platform that can accommodate a variety of election administration applications and is designed for interoperability with Verity Voting Hardware and Software.

"*Verity Touch™*" means the Verity Touch™ electronic voting device created by Hart. Verity Touch devices consist of hardware including an electronically configurable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable touchscreen liquid crystal display (LCD) panel for use in displaying ballot images, and options for tactile input buttons that facilitate voter options for selecting ballot choices and casting a ballot.

"*Verity Touch Writer™*" means the device created by Hart for ballot-marking functions. Touch Writer creates a paper marked ballot from the voter's selections on the electronic interface or the Verity Access ATI controller.

"*Verity Voting*" means Hart InterCivic's family of voting system components designed to conform to federal voting system standards.

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

**AUTHORIZATION FOR THE AUDITOR TO  
MAKE CERTAIN CHANGES TO THE  
2019/2020 FINAL BUDGET  
ELECTIONS – VOTING SYSTEM REPLACEMENT FUNDING**

**RESOLUTION NO. 2020-**

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

**NOW THEREFORE BE IT RESOLVED**, that the Auditor is hereby authorized to make the following transfer of funds and budget changes to the 2019/2020 final budget,

Increase Revenues:

001300	State Grant Revenue	\$ 65,658.45
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Increase Expenditures:

0015200	Service and Supplies	\$ 57,614.70
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Increase Fixed Assets:

0015200	Fixed Assets	\$ 8,043.75
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**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 17<sup>th</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 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
---------------------------------------	---

**DEPARTMENT:** Clerk-Recorder/Elections  
**APPROVING PARTY:** Heather Foster, Clerk-Recorder  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Minutes from the regular meeting held on February 4, 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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\_\_\_\_\_  
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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**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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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE