



BOARD OF SUPERVISORS

Terrell Swofford, Vice Chair 1st District
Robert A. Meacher, Chair 2nd District
Sharon Thrall, 3rd District
Lori Simpson, 4th District
Jon Kennedy, 5th District

**AGENDA FOR MEETING OF FEBRUARY 07, 2012 TO BE HELD AT 11:00 A.M. IN THE
BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

10:00 – 11:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

www.countyofplumas.com

AGENDA

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.

CONSENT AGENDA: These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.



REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

STANDING ORDERS

11:00 A.M. CALL TO ORDER/ROLL CALL

INVOCATION AND FLAG SALUTE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

ACTION AGENDA

Convene as the Flood Control District Governing Board

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Grizzly Ranch Community Services District; Beckwourth County Service Area; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District.

1. 11:10 FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Authorize Robert Perreault, Director of Public Works to have signing authority for the Flood Control and Water Conservation District. Discussion and possible action

Adjourn as the Flood Control District Governing Board and reconvene as the Board of Supervisors

2. 11:15 BOARD OF SUPERVISORS

- A. Correspondence
- B. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
- C. Appointments

PLUMAS COUNTY BOARDS, COMMISSIONS AND COMMITTEES

Annual appointment and/or re-appointment of members to Plumas County Boards, Commissions and Committees

Almanor Basin Watershed Advisory Council

Appoint and/or re-appoint Ryan Burnett, Carl Felts, Dick Fording, Aaron Seandel, and Charles Plopper to the Almanor Basin Watershed Advisory Council as recommended

Coordinating Council – Robert Perreault

Consider membership of the Plumas County Coordinating Council as recommended

3. 11:45 LEAGUE OF WOMEN VOTERS – Joyce Scroggs

Presentation by League of Women Voters of its annual countywide essay contest winners

4. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

A. CLERK OF THE BOARD

Approve Board minutes for January 2012

B. SHERIFF

- 1) Approve and authorize the Auditor to return unspent grant funds of \$496.78 received in advance from the U.S. Department of Justice Drug Enforcement Administration
- 2) Approve and authorize the Chair to sign contract between the County of Plumas and North Fork Medicine to provide medical services to inmates. Approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign Agreement for Law Enforcement Services between the City of Portola and the County of Plumas for the period of 1/1/2012 – 6/30/2012 (37,500). Approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign annual amendments to the Cooperative Law Enforcement Agreement between the County of Plumas and the USDA Forest Service (\$36,000 for Cooperative Law Enforcement Patrols; and \$20,000 for Controlled Substance Operations). Approved as to form by County Counsel

C. PUBLIC HEALTH AGENCY

- 1) Approve supplemental budget transfer of \$40,000; and approve and authorize the Chair to sign services agreements with Plumas County Children and Families Commission; and ratify services previously performed for activities related to Plumas County Public Health Agency's Oral Health Program. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Service Agreement with Heat Transfer Systems; and ratify services previously performed thereunder. Approved as to form by County Counsel
- 3) Approve and authorize the Director of Senior Services to sign Service Agreement with U.S. Cellular for cell phones for the Senior Services Programs. Approved as to form by County Counsel
- 4) Approve and authorize the Director of Public Health to sign Software License Agreement with Panoramic Software Corporation for Veterans Services annual software maintenance and support. Approved as to form by County Counsel

D. PROBATION

- 1) Approve and authorize the Chair to sign contract between Plumas County and Redwood Toxicology, Inc. for court ordered drug testing (\$70,000). Approved as to form by County Counsel
- 2) Approve new web-based Probation Case Management service agreement as authorized by Community Corrections Partnership and approval of Public Safety AB109 Implementation Plan approved by the Board. Approved as to form by County Counsel
- 3) Approve supplemental budget transfer of \$22,031.61 (0001-20400-44409-Fed-Probation – 0001-20400-530440-Support-Probation) for Probation's JPCF Care of Court Wards revenue

E. BOARD OF SUPERVISORS

Appropriate \$120,000 from Title III Contingencies to Fire Prevention Contributions (Fire Safe Council) approved by the Board on September 20, 2011. **Four/fifths required roll call vote**

F. SOCIAL SERVICES

Approve and authorize the Director of Social Services to sign agreement between Plumas County and Plumas Crisis Intervention and Resource Center for drug and alcohol testing; and authorize the Director of Social Services to execute an extension of the agreement following the conclusion of the current term subject to the availability of funding and agreement regarding compensation. Approved as to form by County Counsel

G. FACILITIES

- 1) Approve supplemental budget of \$108,509 for State Grant Energy Efficiency Retrofit Project
- 2) Approve and authorize the Chair to sign Airport Hangar Lease with Wayne White, Beckwourth-Nervino Airport. Approved as to form by County Counsel
- 3) Authorize acceptance of \$987.50 in donations from Chester Rotary Club for landscaping and irrigation at the Almanor Recreation Center

H. RISK MANAGEMENT

- 1) Adopt **RESOLUTION** to give Workers Compensation and Tort Claim Settlement Authority to County Administrative Officer, County Counsel and Assistant Risk Manager
- 2) Adopt **RESOLUTION** authorizing application to the Director of Industrial Relations, State of California for a Certificate of Consent to Self Insure Workers' Compensation Liabilities

I. PUBLIC WORKS

Approve Change Order No. 1 for Toppers Tree Service – Contract to remove trees, and authorize the CAO and Director of Public Works to execute

J. LIBRARY

- 1) Approve request for exemption from 60-day limit on extra-help for Library and Literacy
- 2) Approve supplemental budget transfer of \$76,500 in LSTA grant funds for Plumas Literacy Technology Behind Bars: Keys to Freedom project

K. FEATHER RIVER LAND TRUST

Adopt **RESOLUTION** expressing support for the Clover Valley Ranch Conservation Easement

L. PLANNING

Adopt **RESOLUTION** approving application for grant funds for the Sustainable Communities Planning Grant and Incentive Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84, Chapter 9)

NOON RECESS

5. 1:30 P.M. INDIAN VALLEY RECREATION & PARK DISTRICT

Discussion and possible action to consider request from Indian Valley Recreation & Park District to make payments over seventy-five (75) months to Plumas County for payment of building permit fee (Greenville Community Center)

6. 1:45 COUNTY ADMINISTRATIVE OFFICE – Jack Ingstad

A. FY 2011-2012 Mid-Year Budget

- 1) Accept FY 2011-2012 Mid-Year Revenue Report (budget shortfall of \$381,206 which includes an estimated shortfall of \$348,020 in property tax revenue). Discussion, possible action and/or direction to staff
- 2) Consider appropriation of General Fund Contingency transfers of \$184,185 as follows: **Four/fifths required roll call vote**

General Fund Contingency Balance - \$433,000

• Recycle Grant – 20705	\$ 5,352
• Museum – 20780	\$11,054
• Assessor – 20060	\$12,765
• Office of Emergency Services – 20470	\$31,121
• Fair – 20190	\$71,798
• Board of Supervisors – 20010	\$18,904
• Information Technology – 20220	\$19,191
• Library – 20670	\$14,000

DEPARTMENTAL MATTERS

B. SHERIFF – Greg Hagwood

Approve expenditure plan included in the FY 2011-2012 budget for Citizen's Option for Public Safety Funding of \$130,552. Discussion and possible action

C. PUBLIC WORKS – Robert Perreault

Discussion and possible action to consider a proposed Memorandum of Understanding with the Mohawk Valley Stewardship Council for the White Sulphur Springs Ranch Roadside Recreation Facility Project

D. PLUMAS COUNTY COORDINATING COUNCIL – Robert Perreault

Continued from January 17, 2012, consideration of the proposed Federal Advisory Committee on the implementation of the new USFS Planning Rule. Discussion, possible action and/or direction to staff

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with real property negotiator, Joe Wilson regarding price and terms of payment for leasing a portion of county property at 270 Hospital Road; Plumas District Hospital, prospective lessee
- B. Conference with Legal Counsel: Existing litigation - *County of Butte, et al. v. California Department of Water Resources*, Yolo County Superior Court Case No. CV-09-1258 (Government Code 54956.9(a))
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Department Employees Association, Operating Engineers Local #3, and Confidential Employees

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, February 14, 2012, Board of Supervisors Room 308, Courthouse, Quincy, California.

JC

PLUMAS COUNTY COORDINATING COUNCIL

AGENDA REQUEST

for the February 7, 2012 Meeting of the Plumas County Board of Supervisors

Date: January 30, 2012

To: Honorable Board of Supervisors

From: Robert Perreault, Vice Chair, PCCC



Subject: Consideration of Membership of the Plumas County Coordination Council

Background:

Based on County Resolution 08-7514, and subsequent decisions of the Board of Supervisors, the current membership of the PCCC is comprised as follows:

Supervisor Sherri Thrall

Supervisor Terry Swofford

Director, Department of Planning and Building Services (ex-officio)

Director, Department of Public Works (ex-officio)

General Manager, Plumas County Flood Control & Water Conservation District (ex-officio)

Mr. Frank Stewart

The PCCC selects the Chair and Vice Chair for the Council from the members listed above.

In January 2012, the former General Manager, PCFC&WCD, has tendered his resignation from the employ of the County, thus resulting in a vacancy on the Council. The currently vacant position of General Manager, PCFC&WCD, is not presently scheduled for immediate filling. The same individual was also serving as Chair of the Council.

This situation was considered and discussed by the Council during its meeting of January 6, 2012.

The following is extracted from the DRAFT minutes of the 1-6-2012 Meeting of the PCCC:

“3. Plumas County Coordinating Council (PCCC) Organization

Bob Perreault explains that the PCCC is an advisory committee to the Plumas County Board of Supervisors, who have the authority to appoint and remove members of the PCCC. Mr. Perreault informs the Council that PCCC Chair,

Brian Morris, has resigned from his position as General Manager of the Plumas County Flood Control and Water Conservation District, and has accepted a position in another county; therefore, Mr. Morris will no longer be a member of PCCC. Mr. Perreault adds that the BOS does not intend to fill Mr. Morris' position at this time. Mr. Morris' duties will be distributed among Randy Wilson, (Planning Department), Bob Perreault (Public Works Department) and Craig Settlemire (County Counsel). Mr. Perreault opens discussion and asks for suggestions of possible PCCC candidates for the Board of Supervisors to consider in filling the vacancy.

Discussion ensues and the following individuals and their qualifications are suggested:

- *John Sheehan – History working with Plumas Corporation, Quincy Library Group, Fire Safe Council, and other civic groups;*
- *Craig Settlemire, Plumas County Counsel – legal expertise;*
- *Greg Hagwood, Plumas County Sheriff – law enforcement expertise and knowledge of Plumas County demographics;*
- *Others – People with background in such things as recreation, mining, etc; and the “worker bees” in the community.*

Bob Perreault states that this matter will appear as an agenda item at an upcoming BOS meeting.”

On 1-6-2012, the PCCC did not adopt a specific motion or recommendation.

As of the date of this agenda request, the next meeting of the PCCC is scheduled for Friday, February 3, 2012.

Recommendation by the PCCC:

As of the date of this Agenda Request, the PCCC brings this matter forward to the Board of Supervisors for consideration and possible action.



Office of the Sheriff

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

4B.I.

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: January 11, 2012

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

RE: Agenda Item for the meeting of February 7, 2012

Recommended Action:

Approve and authorize Auditor to return unspent grants funds received in advance.

Background and Discussion:

The Sheriff's Office received a grant award from the U.S. Department of Justice (USDOJ), Drug Enforcement Administration (DEA) for the Domestic Cannabis Eradication & Suppression Program (DCESP) for 2011 in the amount of \$50,000.

The DEA advances the funding to the Sheriff's Office each year and the monies for Agreement #2011-41 were deposited into the County treasury on 06/14/11 on deposit #102811. Unfortunately, the Sheriff's Office was unable to spend all of the funds awarded under the agreement and must return the unspent balance of \$496.78 to the DEA.

Please authorize the Auditor to remit refund payment in the amount of \$496.78 to the DEA.

COUNTY OF PLUMAS

STATE OF CALIFORNIA

VENDOR/ DRUG ENFORCEMENT ADMINISTRATION
CLAIMANT ATTN: LINDA NG, CALIFORNIA DCESP ANALYST
ADDRESS DEA SAN FRANCISCO FIELD DIVISION
450 GOLDEN GATE AVE, 14TH FL
P.O. BOX 36035
CITY/ST./ZIP SAN FRANCISCO, CA 94102

VENDOR #

FUND # 0017G

Contract Attached Y/N

Sales Tax Journal Attached Y/N #

Fixed Asset Form Attached Y/N

W/9 Form Attached Y/N

The undersigned, under penalty of perjury, states: That the above claim and the items as therein set out are true and correct; that no part thereof has been theretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

FIRM NAME

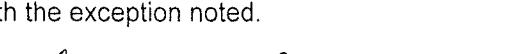
1/11/2012

DATE

BY

TITLE

SIGNATURE OF CLAIMANT/VENDOR

Auditor's Use Only		DEPARTMENT/DISTRICT APPROVAL:
Vendor #	I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon; that the articles have been delivered or the services have been performed by the claimant as set forth with the exception noted.	
Audited		
Input		
Checked		
Date Stamp:		
	Claim is thereby approved for the sum of	\$496.78
	Signed	
	Title	Sheriff's Fiscal Officer
For Districts		
District		
If applicable:		
Second Signature		

COPY

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted Drug Enforcement Administration	2. Federal Grant or Other Identifying Number Assigned by Federal Agency 2011-41	Page 1 of 1 pages
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3. Recipient Organization (Name and complete address including Zip code)

Plumas County Sheriff's Department, 1400 E Main St, Quincy, CA 95971

4a. DUNS Number 137165549	4b. EIN 94-6000528	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) N/A	6. Report Type <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual
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8. Project/Grant Period From: (Month, Day, Year) 01/01/2011	To: (Month, Day, Year) 12/31/2011	9. Reporting Period End Date (Month, Day, Year) 12/31/2011
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10. Transactions	Cumulative
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(Use lines a-c for single or multiple grant reporting)

Federal Cash (To report multiple grants, also use FFR Attachment):

a. Cash Receipts	
b. Cash Disbursements	
c. Cash on Hand (line a minus b)	\$0.00

(Use lines d-o for single grant reporting)

Federal Expenditures and Unobligated Balance:

d. Total Federal funds authorized	\$50,000.00
e. Federal share of expenditures	\$49,503.22
f. Federal share of unliquidated obligations	
g. Total Federal share (sum of lines e and f)	\$49,503.22
h. Unobligated balance of Federal funds (line d minus g)	\$496.78

Recipient Share:

i. Total recipient share required	
j. Recipient share of expenditures	
k. Remaining recipient share to be provided (line i minus j)	\$0.00

Program Income:

l. Total Federal program income earned	
m. Program income expended in accordance with the deduction alternative	
n. Program income expended in accordance with the addition alternative	
o. Unexpended program income (line l minus line m or line n)	\$0.00

11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share

g. Totals:							
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12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

a. Typed or Printed Name and Title of Authorized Certifying Official	c. Telephone (Area code, number and extension)
	d. Email address
b. Signature of Authorized Certifying Official	e. Date Report Submitted (Month, Day, Year)
	14. Agency use only:

Standard Form 425 - Revised 6/28/2010
OMB Approval Number: 0348-0061
Expiration Date: 10/31/2011

Paperwork Burden Statement

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

LOA AGENCY 2011 DCESP QUARTERLY ACCOUNTING FORM

THIS FORM IS FOR REPORTING DEA FUNDS ONLY

TO BE COMPLETED BY THE LOA AGENCY AND SUBMITTED TO THE DEA DCESP CONTRACTOR
ALL OTHER FORMS ARE OBSOLETE

COPY

State of California
 LOA Number 2011-41
 LOA Agency PLUMAS COUNTY SHERIFF'S DEPARTMENT
 Quarter October thru December (FINAL)
 DEA Accounting No DEA-11-SF-0037

The Financial Status Report (SF-425) and final accounting report are due to DEA/HQ by March 1st. Next year's funding will not be distributed until DEA/HQ has received both documents and refund check if applicable.

Initial DEA Funds Allocated: \$ 50,000.00

DEA Enhancement(s): \$ - \$ - \$ -

Total Amount Received: \$ 50,000.00

Reporting Period	Previous Cumulative	Current Quarter	Current Cumulative
Aircraft Expenses	\$ 27,878.35	\$ 12,812.60	\$ 40,690.95
Clothing and Protective Gear	\$ -	\$ 1,334.28	\$ 1,334.28
Container/Space Rental	\$ -	\$ -	\$ -
Equipment** (Not to exceed 10% of Allocation)	\$ -	\$ 1,051.87	\$ 1,051.87
Miscellaneous Commercial Contracts	\$ -	\$ -	\$ -
Overtime	\$ -	\$ 6,426.12	\$ 6,426.12
PE/PI	\$ -	\$ -	\$ -
Supplies/ Materials	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -
Travel/ Per Diem	\$ -	\$ -	\$ -
Vehicle Rental	\$ -	\$ -	\$ -
TOTAL	\$ 27,878.35	\$ 21,624.87	\$ 49,503.22

Total Expenditures to Date: \$ 49,503.22

Balance of Funds Allocated - Not Expended: \$ 496.78

(Total Funds Allocated - Total Expenditures)

Balance Cannot Exceed Total Amount Received

Signature of Agency Official/Title/Date:

Gerald Hendrick
Gerald Hendrick, Assistant Sheriff 01/04/12
Mail ORIGINAL Form to DCESP Contractor

Signature of DEA DCESP Contractor/Date:

Linda K. Ng
450 Golden Gate Avenue, PO Box 36035, San Francisco CA 94102

* Copy of receipts or supporting documents are REQUIRED for all expenses being claimed.

** Equipment expenditures should not exceed 10% of the allocated funds. All purchases must be related to eradication or investigative efforts. Items more than \$1,000.00 (singly or aggregate) require DEA Coordinator approval and more than \$2,500.00 (singly or aggregate) require DEA/HQ approval.

– Date: 01/04/2012 Through Period: 13

Year	2011
DEPT/FUND	70348
ACCOUNT	44500

FEDL-LAW ENFORCEMENT

- Search Criteria

Period

Digitized by srujanika@gmail.com

Receivable

Transaction Date:

112 Recein

Transaction Code

Amount

Pauer

Control Number

225



Office of the Sheriff

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

4B2

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: January 23, 2012

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood 

RE: Agenda Items for the meeting of February 7, 2012

It is recommended that the Board:

Approve and authorize the Chair of the Board of Supervisors to sign contract between the County of Plumas and North Fork Medicine to provide medical services to the inmates of the Plumas County Correctional Facility.

Background and Discussion:

The term of this contract is for one year. The purpose of this contract is to have North Fork Medicine perform medical services for the inmates of the Plumas County Correctional Facility. North Fork Medicine represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform these services.

Due to the length of the contract a copy has been filed with the Clerk of the Board.



Office of the Sheriff 4B3

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: January 23, 2012
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood
RE: Agenda Item for the meeting of February 7, 2012

Recommended Action:

Approve and sign the Agreement for Law Enforcement Services between the City of Portola, the County of Plumas and the Plumas County Sheriff's Office.

Background and Discussion:

The City of Portola does not maintain its own police department, therefore, the City contracts with the Plumas County Sheriff's Office to provide law enforcement services.

This agreement provides services such as enforcing City codes and ordinances that would not be enforced by the Sheriff's Office without it.

This current agreement is for the period of January, 2012-June 30, 2012 and the City has agreed to pay \$37,500 for services as per the agreement.

The agreement is only for the remaining six months of the fiscal year because of concerns about whether or not the State will be funding the Citizens Options for Public Safety allocation which the City relies on to pay for this agreement.

This agreement has been reviewed by County Counsel and has already been signed by the City of Portola.

AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF PORTOLA, THE COUNTY OF PLUMAS, AND THE PLUMAS COUNTY SHERIFF'S OFFICE

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Portola, a municipal corporation organized and existing under the laws of the State of California ("City"), the County of Plumas, a political subdivision of the State of California ("County"), and the Plumas County Sheriff's Office ("PCSO"). City, County, and PCSO may be referred to hereinafter individually as "Party" or collectively as the "Parties" as the context may require.

For and in consideration of the mutual promises herein exchanged the Parties do hereby agree as follows:

1. TERM

1.1 Effective Dates. This Agreement shall be effective for a period of six months from January 1, 2012 through June 30, 2012 unless terminated sooner as provided herein.

1.2 Renewal. At any time during the term of this Agreement the Parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any renewal of this Agreement to the effective date of such renewal. Any amendment shall be in writing and approved by City's City Council, County's Board of Supervisors, and the Plumas County Sheriff.

1.3 Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, any Party may terminate this Agreement upon notice in writing to the other Parties of not less than forty-five (45) days prior thereto. In the event that this Agreement is terminated for any reason, the obligations of the City and the County for mutual indemnification as set forth herein shall continue after any such termination.

1.4 Negotiations for Renewal or New Agreement. On a date to be mutually determined by and between the Parties hereto, but not more than forty-five (45) days prior to the termination date of this Agreement, the Parties shall meet and confer concerning the terms and conditions under which this Agreement might be extended or a successor agreement executed. This Section 1.4 shall be applicable without regard to the means of termination of the Agreement, whether expiration pursuant to Section 1.1 or termination pursuant to Section 1.3.

2. SCOPE OF SERVICE

2.1 Duties of County. The County agrees to provide, through the Sheriff thereof and PCSO, which agrees to furnish, municipal police protection within the corporate limits of the City of Portola to the extent and in the manner hereinafter set forth. The services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by a city police department under statutes of the State of California. Such services shall

include the following:

- 2.1.1 Enforcement of State statutes and City codes and ordinances;
- 2.1.2 Traffic enforcement;
- 2.1.3 Traffic accident investigation for accidents occurring within City limits and not falling under the jurisdiction of the California Highway Patrol;
- 2.1.4 Parking enforcement and related services;
- 2.1.5 Work with the City's Community Service Officers ("CSO's") to provide effective and efficient law enforcement services within the City;
- 2.1.6 Continue to provide for the City, through its Community Service Officer, full access to the information provided by the California Law Enforcement Telecommunications System ("CLETS") to enable the City to lawfully administer and enforce its vehicle abatement regulations and other code enforcement and parking enforcement duties described in the CSO's job description.
- 2.1.7 In the event the PCSO experiences a shortage of manpower and can't full staff itself, PCSO shall use its best efforts to continue to provide law enforcement services to the City pursuant to this Agreement and not reduce services to the City any more than it reduces services in all of the unincorporated areas of the County; and
- 2.1.8 All other police and law enforcement services as the Sheriff deems necessary to maintain law and order in the City.

2.2 Duties of City. During the term of this Agreement, the Sheriff shall function as the ex officio Chief of Police for the City, unless the Sheriff, with City's consent, delegates this function and designation to a subordinate officer of PCSO. The Chief shall confer with the City Manager on all questions related to the performance of the law enforcement services to the City, except as otherwise provided herein. All direction from City to the Chief shall come through the City Manager.

3. REPORTS AND MEETINGS

3.1 Reports. On a weekly basis, PCSO shall provide the City Manager with a written or oral review of law enforcement activities in City. Such reviews will address: (i) services performed; (ii) crime statistics; (iii) any major incidents occurring within City within the reporting period; (iv) trends in criminal activities; and (v) any other information considered pertinent by PCSO. This reporting requirement can be fulfilled by participation in the City's weekly staff meetings or meeting personally with the City Manager at the convenience of the Sergeant assigned to the Eastern Plumas County Portola Substation. PCSO will also provide an annual report in January of each year, plus supplemental reports at any time that the City Manager or City Council requests additional information regarding major incidents or other

significant law enforcement issues affecting City.

3.2 Prompt Notification of Serious Felonies. In the event that any serious felonies are committed within City limits, the Deputy or other PCSO personnel shall so inform the City Manager as soon as is practicable. Serious felonies triggering this reporting requirement shall include, but not be limited to, homicide, manslaughter, armed robbery, arson, kidnapping, and sexual assault.

3.3 Meetings. PCSO administration personnel will meet with the City Manager when deemed necessary by any Party. Routine questions and concerns will be addressed by City to the sergeant stationed at the Portola substation. PCSO personnel will attend meetings of City's City Council as requested, and weekly City Management meetings, if the personnel are available to do so.

3.4 Grants. The Plumas County Sheriff's Office and the City of Portola will work together and collaborate on potential grant opportunities that will enhance law enforcement services inside the City of Portola.

4. SCHEDULING OF ASSIGNED DEPUTY

4.1 Hiring and Supervision. The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, maintaining discipline, determining training required (except that City may request training pursuant to Section 4.4), maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder.

4.2 Investigations and Complaints. Internal Affairs investigations and citizen complaints concerning the Deputy and/or the performance of services under this Agreement shall be handled and investigated by PCSO. As a Contractor for Law Enforcement Services PCSO shall provide to the City Manager a report and disposition of complaints made concerning any Deputy(s) performing law enforcement activities inside the City limits of Portola. This report shall not be required to contain any information that violates any provisions of the California Police Officer's Bill of Rights. However, because of the contractual relationship the reporting of complaints involving City related law enforcement activities or the personnel involved shall be handled in the same confidential manner between agencies as personnel complaints for each agency are handled and shall not be considered public information.

5. EMPLOYMENT STATUS OF ASSIGNED DEPUTY(S)

5.1 Personnel Remain County Employees. All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees and shall, at all times, be under the direction and control of County. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees, and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to City employees.

5.2 Limited Agency Relationship. For the purpose of performing services under this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County employee engaged in the performance of any service hereunder shall be deemed to be an agent of City while performing services for City, which services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship created by this provision, City shall not be liable for any act or omission of any County employee unless otherwise specifically provided elsewhere in this Agreement.

5.3 Responsibility for Direct Payment of Compensation. City shall not be liable for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

6. COMPENSATION FOR SERVICES RENDERED

6.1 Base Payment. City shall pay the County and PCSO the sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500) for the services rendered pursuant to this Agreement. This amount shall be paid by City to County and PCSO in two equal payments on January 15, 2012 and April 15, 2012.

6.2 Credits.

- 6.2.1 Collection of Fees and Charges. All fees collected by PCSO related to the provision of law enforcement services provided under this Agreement shall be credited to City on a pro rata basis and accounted for on a monthly basis.
- 6.2.2 Fines and Forfeitures of Bail. Fines and forfeitures of bail under Penal Code Section 1463 et seq. resulting from services performed under this Agreement shall be distributed as though the persons performing services under this Agreement were employees of City.
- 6.2.3 Other Credits. From time to time County may receive revenue related to contract law enforcement operations all of which should be credited against City costs on a pro rata basis or actual basis where applicable. Examples of such credits may include: training reimbursements and grants. Any reimbursement received by County from any non-County funding source for services charged to City under this Agreement will be credited to City, less any County administrative costs directly associated with obtaining or handling the reimbursement.
- 6.2.4 City Exempt from Fees. The City shall be exempt from and shall not be obligated to pay any fees for alarm permits, alarm activation or response to alarms by the Sheriff's Office for any building or facility owned by the City.

6.3 Substation Lease. As additional consideration for the services provided under this Agreement, City shall lease the building located at 324 South Gulling Street in City to PCSO for use as a substation, pursuant to the terms and conditions of the Lease executed concurrently with this Agreement.

7. INDEMNIFICATION

7.1 Indemnification by City. City shall indemnify and hold harmless County, its officers, agents, employees, and independent contractors, from any claim or liability whatsoever, based or asserted upon any act or omission of City, its officers, agents, employees, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on County by the provisions of Government Code Section 895.2, and City shall defend at its expense, including attorneys' fees, County, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

7.2 Indemnification by County. County shall indemnify and hold harmless City, its officers, agents, employees, and independent contractors, from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on City by the provisions of Government Code Section 895.2, and County shall defend at its expense, including attorneys' fees, City, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

8. SUBROGATION

8.1 Reciprocal Subrogation. To the extent that County incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by City, County shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to City. To the extent that City incurs any loss for which it is compensated in whole, or for more than fifty percent of its loss by County, City shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to County.

8.2 Prosecution of Assigned Claims. To the extent that County or City has assigned its rights and interest in any claim to another Party, the Party receiving the assignment shall timely prosecute any such action in good faith and with reasonable diligence. If any recovery is obtained the Parties shall equitably share in any such recovery to the extent of their interests.

9. RIGHT TO AUDIT RECORDS

Upon reasonable notice, any Party shall have the right to inspect and audit any records maintained by any other Party relevant to this Agreement, to the extent allowed by law.

10. ADMINISTRATION OF COPS AND CLEEP GRANT FUNDS AND/OR ANY OTHER LAW ENFORCEMENT GRANTS

City may use California Law Enforcement Equipment Program (“CLEEP”), Citizen’s Option for Public Safety (“COPS”) grant funds provided by the State of California, and/or any other State or federal funds which are or may become available, to pay for services provided pursuant to this Agreement. If these funds are to be used, City will develop a written plan to ensure that the use of the funds is consistent with the legislative purpose of the grant programs. Pursuant to section 30061(c)(2) of the California Government Code, PCSO will make written requests to City for funds for law enforcement services in a manner consistent with City’s intention to use COPS funds to pay for a portion of the services provided pursuant to this Agreement, and will take all other steps necessary to facilitate the transfer of COPS funds from County’s Supplemental Law Enforcement Services Fund to City. PCSO will neither oppose City’s use of CLEEP, COPS, and/or any other grant funds for this purpose, nor seek to exert any control or influence over the expenditure of these funds by City, although this Section 10 shall not be deemed to impose any restrictions on PCSO’s use of any funds paid it by City. PCSO further agrees that City is and shall be deemed to be the “recipient agency” and/or “recipient entity”, as those terms are defined and used in section 30062 of the California Government Code. In the event that City is unable to use its entire allocation of CLEEP funds, City shall offer the unspent funds to PCSO for use in a manner consistent with the legislative purpose of the CLEEP grant program. The amount of any funds so accepted and used by PCSO shall be credited against City’s financial obligations under this Agreement.

11. SPECIAL EVENT SERVICES

At the request of City, or at the request of community organizations or private individuals with written concurrence of the City Manager, PCSO may agree to provide extra law enforcement/security services for special events and functions occurring within the City. If PCSO provides such extra services, it shall do so in the same basis that it provides similar services in the unincorporated areas of the County.

12. INTERNAL POLICIES

If requested by PCSO or the City Manager, an internal policy memorandum may be entered into by and between PCSO and the City Manager with respect to questions relating to the provision of service under this Agreement. The policy will set forth the question raised and agreements reached in resolution of the question. The intent and purpose of each such policy shall be to implement, interpret, or clarify administratively one or more provisions of this Agreement. No such policy shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the City Council and the County Board of Supervisors. In the event of any inconsistency between the terms of such policy and the terms of this Agreement, the terms of this Agreement shall prevail.

13. AMENDMENTS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in

the form of a written amendment to this Agreement which is formally approved and executed by all Parties.

14. NOTICES

Any notices required or desired to be served by any Party upon any other Party shall be addressed to the respective Parties as set forth below, or to such other addresses as from time to time may be designated by the respective Parties:

County	City
County Administrative Officer, County of Plumas 520 Main Street, Room 309 Quincy, CA 95971	Leslie Tigan, City Manager P.O. Box 1225 Portola, CA 96122
PCSO Greg Hagwood, Sheriff 1400 E. Main Street Quincy, CA 95971	

An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971

15. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

16. ENTIRE AGREEMENT

This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

17. NO OBLIGATIONS TO THIRD PARTIES

Nothing in this Agreement, or any of the addenda hereto, is intended to nor shall it create any right in any person, firm, corporation or entity, other than in the Parties hereto, including but not limited to the employees of the Parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of City, County, and/or PCSO with regard to any third parties.

18. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

19. ADDITIONAL DOCUMENTS AND AGREEMENTS

The Parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

20. ASSIGNMENT/DELEGATION

No Party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented.

21. DISPUTE RESOLUTION

21.1 Informal Resolution.

Should any dispute arise between City and County or City and PCSO concerning the terms of this Agreement, City and County or City and PCSO, as may be the case, shall meet and attempt to amicably resolve the dispute (“Informal Resolution”). Such meeting shall be held no later than ten (10) days after one Party receives written notice from another stating the existence of the dispute, describing the nature of the same, and presenting a proposed resolution to the dispute. This Agreement shall remain in effect during the pendency of the resolution of any dispute, unless it expires or is terminated pursuant to Section 1.3. If attempts at Informal Resolution are unsuccessful, a dispute shall be handled through arbitration, as provided in Section 21.2.

21.2 Arbitration.

The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction shall be decided by neutral, binding arbitration and not by court action. The arbitration shall be conducted by a retired judge or justice, unless the Parties mutually agree to a different arbitrator, who shall render a decision in accordance with substantive California law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. The cost of the arbitration shall be borne equally by the Parties.

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and year first below written.

CITY OF PORTOLA

By: Jesse Tigar

Title: City Manager

Date: 12-14-2011

By: Daniel J. Wilson

Title: Mayor, City of Portola

Date: 12-14-2011

ATTEST:

By: Jesse Tigar

Title: City Clerk

Approved as to Form:

By: Steven G. Gray

Title: City Attorney

By: [Signature]

Title: Sheriff

Date: 1-17-12

COUNTY OF PLUMAS/PLUMAS
COUNTY SHERIFF'S OFFICE

By: _____

Title: Chair of the Board of Supervisors

Date: _____

Approved as to form:

By: Sydney J. Maxwell 10/20/2011

Title: County Counsel, Deputy

ATTEST:

By: _____

Title: Clerk of the Board



Office of the Sheriff 4B4

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: January 23, 2012

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

RE: Agenda Items for the meeting of February 7, 2012

It is recommended that the Board:

Approve and sign the annual amendment to the Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Plumas National Forest, Exhibit A – FY 2012 Annual Operating and Financial Plan in the amount of \$36,000 and Exhibit B - FY 2012 Financial and Operating Plan for Controlled Substance Operations - Plumas and Lassen National Forests in the amount of \$20,000.

Background and Discussion:

The Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Department and the U.S. Department of Agriculture, Forest Service, Plumas National Forest #: 11-LE-11051360-206 is effective through September 30, 2015, at which time it will expire unless renewed. The purpose of this agreement is to maintain a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on national forest service lands and provide for reimbursement to the Sheriff for the services provided.

Exhibits A & B will be in effect from October 1, 2011 through September 30, 2012. Exhibits A & B are updated annually so that changes can be made if applicable to the funding allocation, reimbursement rates, etc. The USFS enters into an agreement with the Sheriff for cooperative law enforcement patrols on National Forest System lands (Exhibit A) and controlled substance operations on National Forest System lands (Exhibit B). The USFS reimburses the Sheriff's Office for the cooperative law enforcement patrols (\$5,000 for Lassen National Forest & \$31,000 for Plumas National Forest) and for controlled substance operations performed under the agreement on National Forest System lands.



4c1

Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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Date: January 9, 2012

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Agenda Item for February 7, 2012

Item Description/Recommendation: 1) Approve a Supplemental Budget in the amount of \$40,000.00; 1) Approve Services Agreements with Plumas County Children and Families Commission; and 3) Ratify services previously performed thereunder, for activities related to Plumas County Public Health Agency's Oral Health Program, and direct the Chair to sign agreement.

History/Background: As the Board is aware Plumas County Children and Families Commission (PCCFC) provides funding for various services for families, pregnant women, and children 0-5 years. PCPHA was awarded \$32,499.00 for the period of July 1, 2011 through October 1, 2011. Thereafter, PCPHA was awarded an additional \$40,000.00 for the period of October 12, 2011 through June 30, 2012. Total funding for Fiscal Year 2011-2012 is \$72,499.00. The goal of this program is to provide improve health, wellness, and school readiness for children ages 0 to 5 years through activities such as outreach, education, home visiting, and case management.

This Service Agreement has been reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me should you have any questions or need additional information.

Thank you.



4cJ

Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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Date: January 30, 2012

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Agenda Item for February 7, 2012

Item Description/Recommendation: Approve a service agreement with Heat Transfer Systems, and ratify services previously performed thereunder, and direct the Chair to sign.

History/Background: An Agreement with Heat Transfer Systems (HTS) was approved by County Counsel on October 3, 2011. HTS performed services at the Greenville Nutrition Site in December 2011, but did not sign the contract until January 19, 2012, with the accompanying invoice. Although the contract start date is July 1, 2011, payment at this time can not be made to HTS since services were provided prior to signature by all parties.

At this time the Board is requested to approve the service agreement with Heat Transfer Systems, ratify services previously performed thereunder, and direct the Chair to sign.

The Service Agreement has been reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.



4c3

Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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Date: January 30, 2012

To: Honorable Board of Supervisors

From: Mimi Hall

Agenda: Item for February 7, 2012

Description/Recommendation: Approve a Service agreement with U.S. Cellular for cell phones for the Senior Services Programs, and authorize the Director of Senior Services to sign the agreement.

History and Background: Senior Services would like to change cell phone services from AT&T to U.S. Cellular. The Senior Services need four cell phones, one for each of the buses which are located in each town. The Chester Nutrition site does not have a land line so one of the phones will be used at that site.

U.S. Cellular has better coverage for our area and the fee would be basically the same. The cell phones are free besides the taxes.

At this time the Board is requested to approve a Service agreement with U.S. Cellular for cell phones for the Senior Services Programs, and authorize the Director of Senior Services sign the agreement.

The service agreement has been approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me if you have any questions, or need additional information. Thank you.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

4c4

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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Date: January 30, 2012

To: Honorable Board of Supervisors

From: Mimi Hall

Agenda: Item for February 7, 2012

Description/Recommendation: Approve a Software License Agreement with Panoramic Software Corporation for the Veterans Services annual software maintenance and support.

History and Background: This software is the computer application software known to PANOSFT as "VetProWeb". VetProWeb is designed for County Veterans Services Offices to track claims and awards and other case-management activities. Audit Reporting functions suitable for submission to Local, State, and Federal agencies. These specific services will vary for each customer and typically will include but are not limited to: tracking veteran demographic data, tracking dependent information, tracking claim and award activities, filling in VA PDF forms from the database, generating form letters, filling semi-annual audit reports to the CDVA, daily backup of customer data, disaster recovery of data within 24 hours, and on-line user manuals and documentation.

At this time the Board is requested to approve a Software License Agreement with Panoramic Software Corporation for the Veterans Services annual software maintenance and support.

The Software License Agreement has been approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me if you have any questions, or need additional information. Thank you.



4D1

PLUMAS COUNTY PROBATION DEPARTMENT

SHARON L. REINERT

CHIEF PROBATION OFFICER

1446 E. Main St., Quincy, CA 95971

(530) 283-6200 Fax (530) 283-6165

DATE: January 17, 2011

TO: Honorable Board of Supervisors

FROM: Sharon L. Reinert, CPO *(initials)*

SUBJECT: Contract between Plumas County and Redwood Toxicology, Inc.

Recommendation:

Approve the Contract between Plumas County and Redwood Toxicology, Inc. for the cost of drug testing results.

Background:

The Probation Departments contracts with Redwood Toxicology Laboratory to perform testing on specimens sent to the Lab for court-ordered drug testing of Defendants in Plumas County; as Plumas County does not have a drug testing laboratory.



4DJ

PLUMAS COUNTY PROBATION DEPARTMENT

SHARON L. REINERT

CHIEF PROBATION OFFICER

1446 E. Main St., Quincy, CA 95971

(530) 283-6200 Fax (530) 283-6165

DATE: February 7, 2012

TO: Honorable Board of Supervisors

FROM: Sharon L. Reinert, CPO 

SUBJECT: AB109 Public Safety-Probation Case Management Service Agreement

Recommendation:

Approve the Case Management Service Agreement for Probation.

Background:

The Board of Supervisors approved the CCP's AB109 Implementation Plan on December 13, 2011, and Probation's incorporated supplemental budget on December 20, 2011, which included an allocation for Case Management software to facilitate critical record-keeping and statistical reporting on the Post Release Community Supervision population to the State of California.

Master Subscription Services Agreement

This CaseloadPRO Master Subscription Services Agreement is between CaseloadPRO, L.P., a California limited partnership, and the department signing below (**Customer**), and is dated as of the date of last signature.

1) CASE MANAGEMENT SERVICE. This agreement provides Customer access to a proprietary online subscription service consisting of a web-based hosted portal for case management, tracking and organizing offender-related data, which includes functionality for:

- Offender *demographic data* entering and maintaining,
- Offender *case details* entering and maintaining,
- Offender *image* uploading and tracking, and
- Officer and offender *caseload assignment tracking*.

CaseloadPRO will provide this functionality through the caseloadpro.com domain, within its server environment and under the terms below (**Service**). This agreement requires one or more orders which will define the Services further and the pricing for the Services, which orders are governed by the terms of this agreement. CaseloadPRO may also provide data conversion and training services for Customer, which may be further described in an order and a statement of work.

2) USE OF SERVICES.

a). **CaseloadPRO Responsibilities.** CaseloadPRO must (i) use commercially reasonable efforts to make the Services available, *except for* (x) scheduled outages, or (y) unavailability caused by force majeure, and (ii) provide customer support for the Services at no additional charge: the customer support terms are on Exhibit A to this agreement, which are incorporated into this agreement for all purposes. CaseloadPRO must make reasonable commercial efforts to protect the Customer Provided Information from misuse and unauthorized disclosure, when that information is being processed or used by the Services.

b). **Customer Responsibilities.** Customer (i) is responsible for Customer Provided Information, (ii) must use commercially reasonable efforts to prevent unauthorized access to the Services, and notify CaseloadPRO promptly of any such unauthorized access, and (iii) may use the Services only in accordance with its user guide and applicable government law and rules.

Customer *may not* (w) sell, resell, rent or lease the Services, (x) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (y) interfere with or disrupt the integrity or performance of the Services, or (z) attempt to gain unauthorized access to the Services or their related systems or networks.

3) PAYMENT TERMS. Customer must pay all fees that are due within 30 days of receipt of a correct invoice, plus applicable sales, use and similar taxes.

4) WARRANTY/SERVICE LEVEL AGREEMENT and REMEDY.

a). **Limited Warranty.** CaseloadPRO warrants to Customer (i) that commercially reasonable efforts will be made to maintain the online availability of the Services for a minimum of 99% availability in any given month (excluding scheduled outages), (ii) the Services will perform materially in accordance with its user guide, (iii) the functionality of the Services will not materially decrease, (iv) and the customer support will not materially degrade.

b). **Limited Remedy and Disclaimer.** Customer's exclusive remedy and CaseloadPRO's sole obligation for breach of the warranty in (a)(i) immediately above will be for CaseloadPRO to provide a credit (if this agreement is not renewed, then a refund), for the month in question; provided that Customer notifies CaseloadPRO of such breach within 30 days of the end of the month in question. **CASELOADPRO DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

5) MUTUAL CONFIDENTIALITY.

a). **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). CaseloadPRO's Confidential Information includes the Services.

b). **Protection of Confidential Information.** The Recipient must use the same degree of care to protect the Confidential Information that it uses to protect its confidential information (in no event less than reasonable care) and not disclose or use any Confidential Information of Discloser for any purpose (other than within the scope of this agreement). The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees, contractors and agents who need such access for purposes consistent with this agreement and who have signed similar confidentiality agreements with the Recipient.

c). **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser (iii) is received from a third party without breach of any obligation owed to Discloser or (iv) was

independently developed by the Recipient without use or access to the Confidential Information.

6) PROPRIETARY RIGHTS.

- a). **Reservation of Rights by CaseloadPRO.** The software and other technologies provided by CaseloadPRO in providing the Services are the proprietary property of CaseloadPRO and its licensors, and all right, title and interest in the software, Services and other technology, including all associated intellectual property rights, remain only with CaseloadPRO. CaseloadPRO grants no rights unless expressly provided in this agreement. Any software provided by CaseloadPRO as part of the services is licensed as follows: CaseloadPRO grants Customer a non-exclusive, non-transferable internal use license to such software for the duration of the Services (**Software Component**).
- b). **Customer Restrictions.** Customer *may not*:
 - i. reverse engineer the Services or the Software Component;
 - ii. remove or modify any proprietary marking or restrictive legends in the Service; or
 - iii. access the Services or Software Component to (w) build a competitive product or service, or (x) copy any feature, function or graphic of the Service.
- c). **Customer Provided Information.** All uploaded information under Customer's account remains the sole property of Customer, as between CaseloadPRO and Customer (**Customer Provided Information**). Customer grants CaseloadPRO a non-exclusive term license to use, modify, copy and prepare derivative works of the Customer Provided Information for purposes of CaseloadPRO performing under this agreement. Upon a Customer request, CaseloadPRO will promptly return to Customer the Customer Provided Information via FTP or DVD for no charge (requests more than once a month will incur a \$100 administrative fee).
- d). **Licensed Documentation Subscription Services Agreement.** The Services user guide and other CaseloadPRO provided Services documentation is licensed to Customer as follows: CaseloadPRO grants Customer a non-exclusive, license for the duration of the Services to such material for Customer's internal use solely with the Services, with the right to make additional copies of the material (**Licensed Documentation**).

7) EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

- a). **Exclusion of Certain Damages.** EXCEPT FOR A VIOLATION OF CASELOADPRO'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA OR INFORMATION, OR ANY FAILURE OF DELIVERY OF THE SERVICES).
- b). **Limitation of Liability.** CASELOADPRO'S LIABILITY FOR ALL DAMAGES RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER AS WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

8) TERM, TERMINATION AND SUSPENSION OF SERVICE.

- a). **Term.** This agreement continues until all orders have expired or are terminated. Orders may have specific durations specified on the order (**Term**). Unless otherwise specifically provided in the applicable order, additional user blocks subscriptions terminate on the same date as pre-existing user block subscriptions.
- b). **Mutual Termination for Material Breach.** If either party is in breach of any material term of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
 - i. **Actions upon Termination.**
 - (w) Upon any termination as provided in 8(b) above by Customer, CaseloadPRO must refund any prepaid fees covering the remainder of the Term of that order.
 - (x) Upon any termination as provided in 8(b) above by CaseloadPRO, Customer must pay any unpaid fees covering the remainder of the Term of all orders, and destroy all CaseloadPRO property and the Software Component. Customer upon request will confirm that it has complied with these requirements.
- c). **Return of Customer Provided Information.** Upon request of Customer within 30 days after the effective date of termination of the Services, CaseloadPRO will make available for download or provide to Customer via FTP or DVD, the Customer Provided Information. After a 60-day period after termination, CaseloadPRO has no obligation to maintain any of the Customer Provided Information.
- d). **Suspension of Service for Violations of Law.** CaseloadPRO may immediately suspend the Services and remove applicable Customer Provided Information if it in good faith believes that, as part of using the Services, Customer may have violated a governmental law or rule, or court order. CaseloadPRO may try to contact Customer in advance, but it is not required to do so.
- 9) **GOVERNING LAW.** This agreement is governed by the State of California, substantive laws, without regard to conflict of laws principles. The prevailing party in any litigation is entitled to recover its attorney's fees and costs from the other party.
- 10) **MISCELLANEOUS OTHER TERMS.** This agreement constitutes the entire agreement between the parties, and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it. Neither party may assign or transfer this agreement or an order to a third party, except that the agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party. The parties are independent contractors with respect to each other. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. CaseloadPRO rejects additional or conflicting terms of a form purchasing document. If there is an inconsistency between this agreement and an order, the order prevails. Any terms that by their nature survive termination or expiration of this agreement, will survive. CaseloadPRO may use Customer's

name and logo in customer lists and related promotional materials describing Customer as a customer of CaseloadPRO,

which use must be in accordance with Customer's trademark guidelines and policies.

County of Plumas, CA

By: Sharon Reinert
Name: Sharon Reinert
Title: Chief Probation Officer
Date: 1/25/12

CaseloadPRO, L.P.

By: Tom Westfall
Name: Tom Westfall
Title: President
Date: 1-26-2012

Approved as to form:

Stephen J. Maxwell, 1/23/12
COUNTY COUNSEL, Deputy

Send 'Signed' agreement to: Fax: attn- Legal at (800) 797-4110, or Scan/Email legal@caseloadpro.com

Setup Charge (1 @ \$295)..... \$295.00

Set up is charged per 20 users or portion thereof. This is a one-time fee that covers any necessary changes to system lookup tables and the provisioning of space on CaseloadPRO servers.

Custom Reports **TBD**

CaseloadPRO will provide customized reports at an additional charge.

Data Conversion **TBD**

No data conversion services to be provided.

Online Training **\$200.00**

CaseloadPRO will provide 3 hours of online system training. Additional online/onsite training options are available.

Total **\$495.00**

Effective Date: The effective date of this order shall be the date of last signature.

Duration: This Customer Order will remain in effect for 90 days.

Payment: All services are to be paid in advance. All one-time expenses will be billed upon acceptance of the Master Subscription Services Agreement and this Customer Order. Any work described will commence upon receipt of payment unless otherwise agreed to in this Customer Order.

Terms: This order is governed by the terms of the Master Subscription Services Agreement, which terms are incorporated into this order for all purposes.

County of Plumas, CA

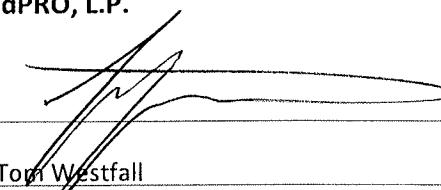
By: Sharon Reinert

Name: Sharon Reinert

Title: Chief Probation Officer

Date: 1/25/12

CaseloadPRO, L.P.

By: 

Name: Tom Westfall

Title: President

Date: 1-26-2012

Approved as to form:

Sylvia L. Maxwell, 1/23/12
COUNTY COUNSEL, Deputy

Monthly Subscription (1 user block/20 users @ \$750.00 per block) \$750.00

The monthly subscription amount is based on the number of active "User Blocks". For the purposes of this order, a user shall be defined as any individual person who has an active login to access CaseloadPRO. Additional user blocks may be added, which will be pro-rated through the remainder of the subscription term then in effect. Customer may decrease its user blocks during any month upon 30 days' notice. A credit will be provided in the form of an extension to the subscription term then in effect

Total..... \$750.00

Effective Date: The effective date of this order shall be the date of last signature.

Duration: [1] month starting at system acceptance and "Go Live"

Renewals: This order automatically renews each month for an additional 1 month, unless either party provides the other with notice of non-renewal at least 30 days prior to the renewal date.

Price Increases: CaseloadPRO may not increase its prices under this order by more than 1.2 times (120%) the relative percentage change in the Consumer Price Index (CPI). The change in CPI will be calculated between the current date and the date of last price increase (if no price increase has been made, then the effective date of this order).

Payment: All services are to be paid in advance. Payment for the first month of "Monthly Expenses" is due at system "Go Live".

Future "Monthly Expenses" invoices will be due prior to the beginning of the month in which the services are provided.

Terms: This order is governed by the terms of the Master Subscription Services Agreement, which terms are incorporated into this order for all purposes.

County of Plumas, CA

By: Sharon Reinert
Name: Sharon Reinert
Title: Chief Probation Officer
Date: 1/25/12

CaseloadPRO, L.P.

By: Tom Westfall
Name: Tom Westfall
Title: President
Date: 1-26-2012

Approved as to form:

Stephen J. Maxwell, 1/23/12
COUNTY COUNSEL
1/26/12
y



4D3

PLUMAS COUNTY PROBATION DEPARTMENT

SHARON L. REINERT
CHIEF PROBATION OFFICER

1446 E. Main St., Quincy, CA 95971
(530) 283-6200 Fax (530) 283-6165

DATE: January 24, 2012

TO: Honorable Board of Supervisors

FROM: Sharon L. Reinert, CPO 

SUBJECT: Revenue Received for Dept. 20400, Account 530440 (JPCF)

Recommendation:

Approve the Supplemental Budget Transfer in the amount of \$22,031.00 for Probation's JPCF Care of Court Wards revenue.

Background:

The revenue we receive from the State for the JPCF program is for certain juvenile hall commitment and boot camp expenses for juveniles. The revenue comes from Vehicle License Fees (VLF) and state tax revenue. Because we do not know in advance exactly how much we will be receiving each quarter; we are unable to budget the revenues received in advance.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

4e

Department: ITCE II

Dept. No.:

TRANSFER NUMBER

(Auditor's Use Only)

Date:

The reason for this request is (check one):

Approval Required

- A. Transfer to/from Contingencies OR between Departments Board
- B. Supplemental Budgets (including budget reductions) Board
- C. Transfers to/from or new Fixed Asset, out of a 51XXX Board
- D. Transfer within Department, except fixed assets, out of a 51XXX CAO
- E. Establish any new account except fixed assets CAO

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

**TRANSFER TO OR
SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSES)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

B.  **PUBLIC HEARING** – Discussion and possible action to consider applications received for 2011 Title III, Secure Rural School and Community Self-Determination Act

The public hearing is opened. The Chair takes comments from the public. There being no further comment, the public hearing is closed and before the Board for decision.

Motion: approve allocation of Title III funding of \$820,710 to fund the following applications submitted as amended, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Kennedy.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Kennedy, Supervisor Meacher, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

- Application No. 1 – Plumas County FireSafe Council \$120,000
- Application No. 2 – Plumas County Proposal \$500,710
- Application No. 3 – Sheriff Search & Rescue \$200,000

C.  Report and update on implementation of AB 109

D.  **CORRESPONDENCE**

- Letter from Lake Almanor Associates requesting a hearing before the Board to consider a development agreement
- Letter from Bailey Creek requesting to deed property to Plumas County
- Letter from Betty Folchi regarding turning streetlights off in Delleker
- Letter from CalEMA regarding loss of agriculture in Plumas County

E.  **INFORMATIONAL ANNOUNCEMENTS**

Report by Supervisor Thrall regarding issues related to County government and include attending Transportation Commission meeting; ABWAC meeting

Report by Supervisor Swofford regarding issues related to County government and include attending Grizzly Lake Resort Improvement District meeting; City of Portola Council meeting; Planning Commission meeting; Community Correction meeting; Eastern Plumas Recreation District meeting; Travel Management presentation by Plumas County Sheriff

Report by Supervisor Meacher regarding issues related to County government and include attending California Biodiversity 20th Anniversary meeting; Stewardship Council meeting

Report by Supervisor Kennedy regarding issues related to County government and include attending California State Parks meeting regarding closure of parks statewide including Plumas-Eureka State Park

Report by Supervisor Simpson regarding issues related to County government and include attending First 5 Commission meeting; Mental Health Commission meeting; Juvenile Justice Commission meeting



4F DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368

DATE: JANUARY 18, 2012

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES 

SUBJ: BOARD AGENDA ITEM FOR FEBRUARY 7, 2012 - CONSENT
AGENDA

RE: APPROVAL OF AN AGREEMENT WITH PLUMAS CRISIS
INTERVENTION AND RESOURCE CENTER FOR ALCOHOL AND
DRUG TESTING OF PARENTS IN THE CHILD WELFARE SYSTEM

It is Recommended that the Board of Supervisors

1. Approve the enclosed agreement between the Department of Social Services and the Plumas Crisis Intervention and Resource Center (PCIRC) for drug and alcohol testing of parents who are in the Child Welfare Services system.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Authorize the Director of the Department of Social Services to execute an extension of the agreement following the conclusion of the current term subject to the availability of funding and agreement regarding compensation.

Background and Discussion

Within the Department's Child Protective Services program, when the Court has determined that there is sufficient evidence to substantiate that alcohol and/or illegal or prescription drugs are a contributing factor in the abuse or neglect of children, the Court can order that a parent must complete periodic drug or alcohol testing (and demonstrate that they are no longer using) prior to allowing children to be reunited with the parent(s).

The Department has obtained such testing from the Plumas Crisis Intervention and Resource Center. The matter that is before your Board today is to approve an

agreement to continue this service. In addition, the Board is asked to specifically authorize the Director of the Department of Social Services to execute an extension of the agreement following the conclusion of the current term subject of the availability of funds and an agreement with PCIRC regarding compensation.

Financial Impact

The estimated cost of conducting alcohol and drug testing over the course of the twelve month fiscal year is estimated to be in the range of \$70,000. PCIRC bills the Department on a "per test" basis in accordance with the schedule of charges in the enclosed agreement.

The costs of drug and alcohol testing are chargeable to the Department's Basic Child Welfare Services funding allocation. Generally, the costs of these services are shared between federal (50%), state (35%) and County Realignment (15%) sources. The costs for alcohol and drug screening were included in the Department's adopted 2011-2012 County budget.

Other Agency Involvement

The enclosed agreement is a standard form contract and has been approved as to form by the Office of County Counsel.

Copies (memo only): PCDSS Management Staff

Enclosure

Services Agreement

This Agreement is made this 1ST day of July, 2011, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County" or "DSS"), and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation hereinafter referred to as "Contractor" or "PCIRC".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Seventy Thousand Dollars (\$70,000).
3. Term. The term of this agreement shall be from July 1, 2011 through June 30, 2012, unless terminated earlier as provided herein. Subject to a written agreement executed by each of the parties regarding compensation, this agreement may be extended for two additional periods not to exceed twelve calendar months.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and

regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
 - c. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete,

certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

10. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. **Choice of Law.** The laws of the State of California shall govern this agreement.
15. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. **Headings.** The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. **Notice Addresses.** All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Social Services
County of Plumas
270 County Hospital Road
Quincy, CA 95971
Attention: Elliott Smart, Director

Contractor:

Plumas Crisis Intervention and Resource Center
591 West Main Street
Quincy, CA 95971
Attention: Dennis Thibeault, Executive Director

22. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

[Continued on Following Page]

EXHIBIT A

Scope of Work

PCDSS will:

1. Refer clients to PCIRC for drug or alcohol testing. Referrals from PCDSS will include the client's name, the name of the referring Social Worker and the test(s) required.
2. Reimburse PCIRC within 30 days of receipt of invoice.

PCIRC will:

1. Upon receipt of a referral, establish and maintain a client file.
2. Maintain a daily log of all tests performed.
3. Purchase all drug related test kits, consisting of 6 panel-dip reitest which tests for Benzodiazepines, Cocaine, Marijuana, Methamphetamine, Opiates and Methadone.
4. Collect urine specimen for testing according to a secure protocol and perform requested tests. PCIRC will set the collection schedule and provide the schedule to DSS.
5. Mail collected samples to a drug testing facility if detailed testing is requested; e.g., THC levels rather than simply "positive". Report the results of such tests as soon as administratively practical.
6. Mail all requests for alcohol tests to a certified laboratory after the sample has been collected.
7. Inform the referring DSS Social Worker of test results as soon as administratively practical. Assure that informing mechanisms protect the confidentiality of the referred person(s) and the test results.
8. Inform the referring DSS Social Worker when a referred person does not appear for the scheduled test.
9. Invoice PCDSS on a monthly basis. Invoices shall include, at a minimum, the number and type of tests being billed for during the invoiced period.

Reimbursement Rates:

1. Prices for testing will include the actual cost of supplies and for sample collection
2. Standard six panel tests shall be reimbursed at the rate of \$15 per test.

3. Alcohol tests and tests requiring measurement of drug levels shall be reimbursed at the rate of \$30 per test.



Joe Wilson
Director

DEPARTMENT OF FACILITY SERVICES

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

461



DATE: January 19, 2012

TO: Honorable Board of Supervisors

FROM: Joe Wilson, Director of Facility Services/ Airports

Subject: Approve Supplemental Budget for State Grant in the Amount of
\$108,509.00 for Energy Efficiency Retrofit Project

Background

In 2010 Plumas County was awarded a grant in the amount of \$108,509.00 from the California Energy Commission to retrofit existing lights and pumps to higher efficiency models.

The Department of Facility services has worked closely with the County's energy provider PG&E, the Sierra Nevada Energy Watch Program, and Feather River College to leverage this grant opportunity.

The project is ready to commence with installation of new ballasts and lamps in many of the County facilities. An additional component of the project is to replace exterior wall pack security lights with new high efficiency induction fixtures.

Recommendation

Approve the supplemental budget in the amount of the grant award- \$108,509.00

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

Department: Facility Services

Dept. No: 20120

Date: 1/18/2012

Approval Requirements

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, out of a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets, out of a 51XXX	CAO
E. <input type="checkbox"/>	Establish any new account except fixed assets	CAO

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSES)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

CALIFORNIA ENERGY COMMISSION

DIVISION OF FINANCIAL SERVICES
GRANTS & LOANS
1516 NINTH STREET, MS-1
SACRAMENTO, CA 95814-5512
(916) 654-4381
www.energy.ca.gov



July 13, 2010

Joe Wilson
Grantee Administrator
Plumas County
198 Andy's Way
Quincy, CA 95971

RE: GRANT AGREEMENT NUMBER: CBG-09-204
AMOUNT: \$108,509.00

Dear Joe Wilson:

Enclosed for your records is a fully executed copy of the above-referenced agreement and the American Recovery and Reinvestment Act (ARRA) reporting spreadsheets. An individual from the Energy Commission will be contacting you soon to set up a webinar session to train you on the requirements for ARRA reporting.

On June 30, 2010 The California Energy Commission approved action to unilaterally amend the payment terms without changing each agreement, to pay local agency invoices, based on proof of costs-incurred, or payments made. Attached is a copy of the Resolution.

Please be reminded of the following:

- No work may commence on the project until all executed subcontracts and applicable prevailing wage determinations are reviewed by the Energy Commission and approved, as provided in Section 10 of the Terms and Conditions. Installation costs incurred prior to the submittal of such documentation are not reimbursable under this Agreement and will be disallowed.
- Prior to reimbursement of project costs the Recipient must demonstrate compliance with the Single Audit Act and OMB Circular A-133.

Should you have any questions, please feel free to call me at (916) 654-4606.

Sincerely,

A handwritten signature in black ink, appearing to read "Jen Masterson" or "Jennifer Masterson".

Jennifer Masterson, Analyst
Grants and Loans Office

Enclosure (2)
Cc: Chris Scott, Commission Project Manager
Accounting
File

RESOLUTION 10-7600

WHEREAS, the **County of Plumas** recognizes that it is in the interest of the regional, state, and national economy to stimulate the economy; create and retain jobs; reduce fossil fuel emissions; and reduce total energy usage and improve energy efficiency within our jurisdiction; and

WHEREAS, Energy Efficiency and Conservation Block Grant (EECBG) funds are available through the California Energy Commission's EECBG Program for grants to eligible local governments for cost-effective energy efficiency projects; and

WHEREAS, the **County of Plumas** is eligible for EECBG funding under the California Energy Commission's EECBG Program; and

WHEREAS, the **County of Plumas** is proposing to implement the energy efficiency project/s described in Exhibit A in order to qualify for EECBG funds from the California Energy Commission; and

WHEREAS, the **County of Plumas** has considered the application of the California Environmental Quality Act (CEQA) to the approval of the energy efficiency project/s described in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, that in compliance with the CEQA, the **Board of Supervisors of Plumas County** finds that the approval of the energy efficiency project/s described in Exhibit A is not a "project" under CEQA, because it is categorically exempt.

Be it also resolved that the **Plumas County Board of Supervisors** authorizes the submittal of the application to the California Energy Commission's EECBG Program for funds to execute the proposed project described in Exhibit A.

Be it also resolved, if recommended for funding by the California Energy Commission, the **Plumas County Board of Supervisors** authorizes Plumas County to accept a grant award up to the amount of this application for \$ 108,574.00, and, that the **Director of Facility Services** acting for the **Plumas County Board of Supervisors** is hereby authorized and empowered to execute in the name of **Plumas County**, all necessary contracts and agreements, and amendments hereto, to implement and carry out the purposes specified in the application.

The foregoing resolution was passed by the **Plumas County Board of Supervisors** this 12 day of January, 2010.

Effective 1/12/2010

ATTEST:


Nancy LaBonne

Signed: Sharon J. Prall Date: 1/12/10

Chair, Plumas County Board of Supervisors



462



DEPARTMENT OF FACILITY SERVICES

198 ANDY'S WAY., QUINCY, CALIFORNIA 95971-9645
(530) 283-6299 FAX: (530) 283-6103

Joe Wilson
Director

Date: January 30, 2012
To: Honorable Board of Supervisors
From: Joe Wilson, Director of Airports
Subject: **Authorize and execute Airport Hangar Land Lease with Wayne White**

Recommendation

Authorize and execute Airport Hangar Land Lease with Wayne White. Authorize the Chair to sign.

Background

Periodically, an existing Airport tenant will request a modification of their lease due to a change in legal status or business form. The above referenced lease has been approved as to form by Counsel's office and is on file with the Clerk of the Board.



DEPARTMENT OF FACILITY SERVICES

198 ANDY'S WAY., QUINCY, CALIFORNIA 95971-9645
(530) 283-6299 FAX: (530) 283-6103

463



Joe Wilson
Director

Date: January 30, 2012

To: Honorable Board of Supervisors

From: Joe Wilson, Director of Airports *jk*

Subject: Authorize acceptance of Donations from the Chester Rotary Club for Landscaping and Irrigation at the Almanor Recreation Center

Recommendation

Authorize acceptance of donation in the amount of \$987.50 from Rotary District 5190 and \$987.50 from the Chester Rotary Club.

Background

The Chester Rotary Club has applied for and successfully received notice of award of a grant in the amount of \$987.50 to pay for an irrigation system at the Almanor Recreation Center. This grant was awarded by the Rotary District 5190 and will be matched dollar for dollar by the local Chester Rotary Club. The total cash funding for this project is currently \$1,975.00.

There are no significant "strings attached" to the funding. Acceptance of the funding will require the County to maintain the irrigation system and landscaping. This maintenance activity is already within the Facility Department's purview. Rotary has asked that their contribution be recognized through a modest plaque placed within the landscaped area. Rotary will provide the plaque at their cost. The County will have the opportunity to approve the language before placement.

4H1



PLUMAS COUNTY ADMINISTRATIVE OFFICE

Jack Ingstad
County Administrative Officer

Date: January 06, 2012

To: Honorable Board of Supervisors

From: Patrick Bonnett, Assistant Risk Manager

Re: Approve resolution to change Workers Compensation and Tort Claim Settlement Authority from Auditor/Controller to Assistant Risk Manager

We respectfully request that the Board of Supervisors approve the Resolution to change Workers Compensation and Tort Claim Settlement Authority from the Auditor/Controller to the Assistant Risk Manager.

This resolution will not change the current authority that the County Administrative Officer and County Counsel has been given.

Thank you for your consideration in this matter.

RESOLUTION 12-

A RESOLUTION TO GIVE WORKERS COMPENSATION AND TORT CLAIM SETTLEMENT AUTHORITY TO COUNTY ADMINISTRATIVE OFFICER, COUNTY COUNSEL, AND ASSISTANT RISK MANAGER

WHEREAS, the Board of Supervisors has previously given certain settlement authority to the County Counsel and the Risk Manager; and

WHEREAS, the Board of Supervisors has moved the county's risk management responsibilities to the County Administrative Officer as the new Risk Manager and added the position of Assistant Risk Manager; and

WHEREAS, the previous actions taken by the Board of Supervisors with respect to settlement authority require updating to recognize the new risk management structure.

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

1. The Assistant Risk Manager is authorized to settle workers compensation cases up to the amount of \$25,000.00.
2. The County Counsel, with the County Administrative Officer's approval, is authorized to settle workers compensation cases up to the amount of \$25,000.00 over the Assistant Risk Manager's authorized amount, with the combined settlement authority of the Assistant Risk Manager and the County Counsel/County Administrative Officer not to exceed \$50,000.00 in total.
3. The County Counsel is authorized to settle all claims or actions arising under the Tort Claim Act up to the amount of \$25,000.00 on his/her own authority, and up to the amount of \$50,000.00 with the County Administrative Officer's approval.

The foregoing resolution was adopted on _____, at a regular meeting of the Plumas County Board of Supervisors by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

4H2



PLUMAS COUNTY ADMINISTRATIVE OFFICE

Jack Ingstad
County Administrative Officer

Date: January 19, 2012

To: Honorable Board of Supervisors

From: Patrick Bonnett, Assistant Risk Manager

Re: A Resolution Authorizing Application to the Director of Industrial Relations, State of California for a Certificate of Consent to Self Insure Workers' Compensation Liabilities

We respectfully request that the Board of Supervisors approve this Resolution Authorizing Application to the Director of Industrial Relations, State of California for a Certificate of Consent to Self Insure Workers' Compensation Liabilities.

Thank you for your consideration in this matter.

RESOLUTION NO.: _____ DATED: _____

A RESOLUTION AUTHORIZING APPLICATION
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA
FOR A CERTIFICATE OF CONSENT TO SELF INSURE
WORKERS' COMPENSATION LIABILITIES

SUPERVISORS

At a meeting of the Board of _____
(enter title)

of the **COUNTY OF PLUMAS**
(enter name of public agency, district)

PUBLIC AGENCY _____ organized and existing under the laws of the State of California,
(enter type of agency)

held on the _____ day of _____, 19____, the following resolution
was adopted:

RESOLVED, that the **CAO / Risk Manager / Assistant Risk Manager**
(enter position titles)

be and they are hereby severally authorized and empowered to make application to the Director of Industrial
Relations, State of California, for a Certificate of Consent to Self Insure workers' compensation liabilities
on behalf of the _____.

COUNTY OF PLUMAS

(enter name of district)

and to execute any and all documents required for such application.

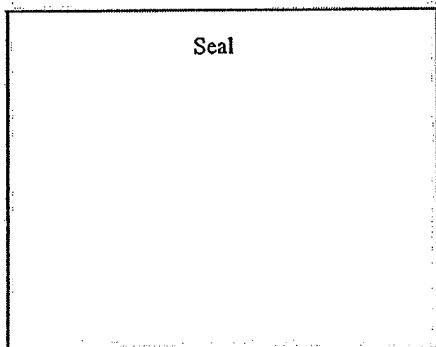
I, **Nancy Daforno** _____, the undersigned **Clerk of the Board** _____
(enter name) (enter title)

of the Board of the said **COUNTY OF PLUMAS** _____,
(enter name of agency)

a **PUBLIC AGENCY** _____, hereby certify that I am the **Clerk of the Board** _____
(enter type of agency) (enter title)

of said **PUBLIC AGENCY** _____, that the foregoing is a full, true and correct copy of the
(enter type of agency)
resolution duly passed by the Board at the meeting of said Board held on the day and at the place therein specified
and that said resolution has never been revoked, rescinded, or set aside and is now in full force and effect.

IN WITNESS WHEREOF: I HAVE SIGNED MY NAME AND AFFIXED THE SEAL OF THIS



COUNTY OF PLUMAS _____,
(enter type of agency)

THIS _____ DAY OF _____, 19____.

(Signature)

2012

DEPARTMENT OF PUBLIC WORKS

1834 EAST MAIN STREET, QUINCY, CA 95971-9795 PHONE (530) 283-6268 FAX (530) 283-6323



41
ROBERT A. PERREAULT Jr.
Director of Public Works

ASST. DIRECTOR

CONSENT AGENDA REQUEST

JOE BLACKWELL
DEPUTY DIRECTOR

January 30, 2012

To: Honorable Board of Supervisors
From: Robert Perreault, Director of Public Works *Robert A. Perreault Jr.*
Subject: Consent Agenda Request for the February 7, 2012 Meeting of the
Plumas County Board of Supervisors:

Change Order No. 1 - Contract to Remove Trees

Background and Information:

On November 21, 2011, Contract No. PWRD-082 was executed with Toppers Tree Service for the removal of eight (8) hazard trees located in various locations in or near Quincy, Greenville, and Chester in the contract base amount of \$10,400.00.

Thereafter, an additional tree was added to the list of trees to be removed due to public concerns about its safety. The additional tree was located in an urban area of East Quincy. Many utility wires were running through the tree, and the work required a crane to be involved in order to help assure its safe removal. The Contractor agreed to a change order price of \$2,250 for the additional work.

The work was conducted to the satisfaction of Public Works staff on November 30, 2011.

Recommendation by Public Works:

It is respectfully recommended that Board of Supervisors authorize the additional work in the lump sum amount of \$2,250.00, to be paid pursuant to Change Order No. 1 to the base contract, referenced above; to authorize the CAO and the Director of Public Works to execute said Change Order No. 1; and, to ratify the work approved by the Director of Public Works retroactively to November 21, 2011.

451

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242
pclibq@psln.com • www.plumaslibrary.org



*Dora Mitchell
Interim County Librarian*

DATE: January 19, 2012

TO: Honorable Board of Supervisors

FROM: Dora Mitchell, Interim County Librarian *D.M.*

RE: AGENDA ITEM FOR FEBRUARY 7, 2012

It is recommended that the Board:

Approve request for exemption from 60-day limit on use of extra help for Literacy and Library

Background:

The Library maintains a list of extra-hire substitutes for all our branches. These substitutes work on an as-needed basis to cover Saturdays, vacation and sick leave for permanent employees. They are extra help, and have been for years. They have been trained in library policies and procedures, desk duties, and are familiar with the library collections in the branch where they substitute.

Extra-hire wages are budgeted each year, and calculated based on the estimated number of hours needed to cover vacation, sick leave, etc. A page documenting these figures is included with the Library's budget packet each year.

Library substitutes rarely work regular hours, and, except in certain cases such as extended medical leave or vacations, rarely work more than 15 hours per pay period. They are necessary to the continued functioning of the library branches; for this reason these positions need to remain as ongoing extra-hire, rather than limited to the 60-day limit.

Plumas and Sierra County Literacy programs have several part-time employees who are ongoing extra-help. The reason for keeping these employees extra-hire has been the insecure nature of grant funding for the program. Staffing is frequently adjusted based on available revenue.

Due to the increased amount of paperwork for HR, and the increased cost to the Literacy programs in hiring regular employees, I request that these positions be allowed to remain ongoing extra-hires.

4J2



PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242
doramitchell@countyofplumas.com • www.plumaslibrary.org

Dora Mitchell
Interim County Librarian

DATE: January 23, 2012

10

TO: Honorable Board of Supervisors

FROM: Dora Mitchell, Interim County Librarian

RE: AGENDA ITEM FOR FEBRUARY 7, 2012

It is recommended that the Board:

1. Approve the supplemental budget request for \$76,500 in LSTA grant funds for Plumas Literacy's Technology Behind Bars: Keys to Freedom project.

Background:

Plumas Literacy applied for, and was awarded, a grant to increase services to pre- and post-reentry inmates in the Plumas County Correctional Facility, and their families in Plumas County. The grant provides funds for technology education and life skills to this at-risk population to improve education, reduce recidivism, improve public safety and quality of life in our rural communities. This program has the full support of Greg Hagwood, County Sheriff.

Funds will be used to purchase textbooks, computers and related equipment, contract with assistants to provide tutoring in the jail, and increase hours for Literacy staff.

Plumas Literacy is funded almost entirely with grant funds, and no cost to county is incurred by accepting this grant. Literacy staff hours will be reduced accordingly when grant funds have been expended.

A RESOLUTION EXPRESSING SUPPORT FOR THE CLOVER VALLEY RANCH CONSERVATION EASEMENT

A Resolution of the Plumas County Board of Supervisors to express support for the application of the Feather River Land Trust to the Sierra Nevada Conservancy for funding of the Clover Valley Ranch Conservation Easement, located in Red Clover Valley, Plumas County California; and

WHEREAS; the Clover Valley Ranch contributes to Plumas County's agricultural economy, Maidu and ranching history, wildlife habitat, extraordinary environmental beauty, and forest and watershed health of Red Clover Valley; and

WHEREAS; it is the desire of Clover Valley Ranch LLC to accept a conservation easement over their ranchlands to be held by the Feather River Land Trust in perpetuity to protect the agricultural, historical, cultural, and extensive environmental values that make the Clover Valley Ranch worthy of conservation; and

WHEREAS; the Clover Valley Ranch conservation easement will conserve the following agricultural, cultural, historic, and environmental attributes important to Plumas County and the State of California;

- A 2,655 acre working cattle ranch utilizing historic and traditional ranch management strategies
- 400 acres of critical edge forest and encourage sustainable, timber harvest for fire and ecological management and ranch use
- Valuable meadow and riparian habitats, which support 20+ special status species, as well as the Doyle Deer herd and an exceptional rainbow trout fishery.
- The easement will complete protection of one of the largest remaining undeveloped montane meadow valleys in the Northern Sierra.
- The easement will enable and protect the restoration project led by our partner, Feather River Coordinated Resource Management (FRCRM), which will form a contiguous, restored stream and meadow ecosystem spanning 12 miles, attenuating floods and improving water quality.

NOW THEREFORE BE IT RESOLVED,

The Plumas County Board of Supervisors hereby declares support for the Feather River Land Trust application to the Sierra Nevada Conservancy requesting funding for the Clover Valley Ranch Conservation Easement in Red Clover Valley, Plumas County, California

The Foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said board held on the 7th day of February, 2012.

AYES: Supervisors

NOES:

ABSENT:

Robert Meacher, Chair

ATTEST:

Clerk of the Board

4L



PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street
Quincy, CA 95971-9366
(530) 283-7011

www.plumascounty.us

Meeting Date: February 7, 2012

DATE: January 30, 2012

TO: Honorable Chair and Members of the Plumas County Board of Supervisors

FROM: Randy Wilson, Plumas County Planning Director *RW*

RE: Resolution in Support of Grant Application

Background:

The contract with the General Plan Update Consultant, Design Workshop, contains a provision regarding the seeking of grants to pay for the existing contract and to augment the work program.

A state funded grant, the Sustainable Communities Planning Grant, addresses planning for sustainable communities in California. Funding is provided under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84).

This will be a joint application between Plumas County and the City of Portola. The deadline for submittal of the application is February 15th.

The grant funding will be used for the implementation of the Plumas County General Plan Update and General Plan Amendment for the City of Portola, specifically the writing of Zoning and Planning Development Codes for both the County and the City, establishment of Climate Action Plans for both the County and the City, preparation of a Joint Community Plan and template to use in other planning efforts throughout the County.

County Counsel has approved the resolution as to form.

ACTIONS FOR CONSIDERATION

Staff recommends the Board of Supervisors approve the attached resolution approving the filing of an application for the Sustainable Communities Planning Grant and Incentives Program and designating the Planning Director as agent.

The City of Portola will be approving a similar resolution of application.

RESOLUTION 2012-_____

**RESOLUTION BY THE BOARD OF SUPERVISORS APPROVING THE APPLICATION FOR
GRANT FUNDS FOR THE SUSTAINABLE COMMUNITIES PLANNING GRANT AND
INCENTIVES PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND
SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION
BOND ACT OF 2006 (PROPOSITION 84, CHAPTER 9)**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the Sustainable Communities Planning Grant and Incentives Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84); and

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures require all award recipients commit to threshold requirements;

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying the approval of application by the Applicant's governing board before submission of said application to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the development of the proposal:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Plumas, State of California:

1. Approves the filing of an application for the implementation of the Plumas County General Plan Update and General Plan Amendment for the City of Portola, specifically the writing of Zoning and Planning Development Codes for both the County of Plumas and the City of Portola, establishment of Climate Action Plans for both the County of Plumas and the City of Portola, preparation of a Joint Community Plan between the County of Plumas and the City of Portola, and preparation of a Community Plan Template to use in other planning efforts throughout the County in order to become a more sustainable community; and
2. Certifies that the applicant will have sufficient funds to develop the Proposal or will secure the resources to do so; and
3. Certifies that the Proposal will comply with any applicable laws and regulations including being consistent with the State's Planning Priorities identified in Government Code Section 65041.1 and summarized below:
 - a. Promote infill development and invest in existing communities
 - b. Protect, preserve and enhance agricultural land and natural resources; and
 - c. Encourage location and resource efficient new development; and

4. Certifies that threshold requirements outlined in the guidelines, including consideration of Ocean Protection Council Sea Level Rise Guidance will be met; and
5. Agrees to reduce, on as permanent a basis as feasible, greenhouse gas emissions consistent with California Global Warming Solutions Act of 2006 (Division 25.5 (commencing with Section 3850) of the Health and Safety Code); any applicable regional plan; and
6. Agrees to meet the Collaboration Requirements of the focus area applicable to the Proposal; and includes all required documents in the application package; and
7. Appoints the Plumas County Planning Director, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

Approved and adopted the 7th day of February, 2012. I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the Plumas County Board of Supervisors.

Following roll call vote:

AYES:

NOES:

ABSENT:

**Robert A. Meacher, Chair,
Plumas County Board of Supervisors**

ATTEST:

Nancy DaForno, Clerk of the Board of Supervisors

Repayment Schedule

From: **Dawnette, Administrator** (ddryer.ivrpd@gmail.com)

Sent: Thu 1/05/12 10:16 PM

To: Don Williamson (dlwilli52@hotmail.com)

Hi Don,

I thought I'd better send you the information we decided on for the repayment schedule. This is what I'd sent to Nancy when she told me that we have to "present" it to the board:

IVRPD proposes to begin payments July 1, 2012 and make monthly payments as follows:

\$50.00 for 24 months

\$75.00 for 12 months

\$100.00 for 12 months

\$150 for 26 months

And one final payment of \$62.00

All payments are minimum payments and, as money becomes available, IVRPD would make additional payment when possible. Postponing the repayment schedule will allow IVRPD to have an additional 7 months to gain some stability and allow the district to maintain through the lean winter months.

I don't know if this needs to be rephrased in a "pretty" letter with lots of words or if a verbal statement will suffice. Let me know.

Supplemental Transfers						
	Revenue	Amount	Expenditure		Amount	
0057	20705	48000	5,352.00	20705	580000	2,352.00
					521700	3,000.00
0001	20423	48000	(18,555.00)	20980	528400	(18,555.00)
0001	20490	41030	(75,000.00)	20980	528400	(75,000.00)
0001	20010	48000	(2,584.00)	20980	528400	(2,584.00)
0001	20678	44292	(7,100.00)	20678	51000	(5,750.00)
					51080	(950.00)
					51100	(400.00)
0001	20670	44301	(3,000.00)	20670	524510	(3,000.00)
0053	40044	43010	11.00	40044	525000	11.00
0005	20190	48211	32,598.00	20190	525000	32,598.00
0001D	70302	44291	(9,590.00)	70302	521230	(6,934.00)
				70302	51080	(2,656.00)
0001	20450	48000	(5,987.00)	20450	51000	(5,987.00)
0015	70560	44101	(30,607.00)			
		44144	(70,934.00)			
		48765	101,541.00			
		43010	(2,000.00)			
		44141	(13,167.00)			
		45143	(9,533.00)			
				70560	521900	(24,700.00)
0001	20428	46259	(3,000.00)	20428	520202	(508.00)
				20428	520220	(100.00)
				20428	521600	(305.00)
				20428	521750	(32.00)
				20428	521900	(2,000.00)
				20428	524034	(55.00)
0001	20020	40010	(348,020.00)			
		40060	300,000.00			
		40064	(293,452.00)			
		40066	8,471.00			
		40070	7,414.43			
		40080	(5,439.64)			
		40130	(10,000.00)			
		41050	(10,000.00)			
		43020	(120,000.00)			
		43026	140,000.00			
		44010	(5,000.00)			
		44230	(20,000.00)			
		46257	(25,000.00)			
				20980	528400	(381,026.21)

Recycle
general plan
Zoning permits
Tuition
Semia Lotteries?

coaching

co fair

secured property
use tag
VLF (due to grants)

Rents & Concessions
Rents & Concessions Collection

6A1

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

6AZ

Department:

S. W.

Dept. No: ✓

20705

Date: _____

TRANSFER NUMBER
(Auditor's Use Only)

The reason for this request is (check one):

- A. Transfer to/from Contingencies OR between Departments Board
- B. Supplemental Budgets (including budget reductions) Board
- C. Transfers to/from or new Fixed Asset, out of a 51XXX Board
- D. Transfer within Department, except fixed assets, out of a 51XXX CAO
- E. Establish any new account except fixed assets CAO

Approval Required

Board

Board

Board

CAO

CAO

**TRANSFER FROM OR
SUPPLEMENTAL REVENUE ACCOUNTS**

TRANSFER FROM OR TRANSFERS TO
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSES)

Supplemental budget requests require Auditor/Controller's signature.

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

Department: Museum

Dept. No: 20780

TRANSFER NUMBER
(Auditor's Use Only)

Date: 1/5/2012

The reason for this request is (check one):

Section A: This request is (check one):

- Transfer to/from Contingencies OR between Departments Board
- Supplemental Budgets (including budget reductions) Board
- Transfers to/from or new Fixed Asset, out of a 51XXX Board
- Transfer within Department, except fixed assets, out of a 51XXX CAO
- Establish any new account except fixed assets CAO

Approval Required

Board

Board

Board

CAO

CAO

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSES)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: **ASSESSOR** Dept. No: **20060** Date **1/9/2012**

1. The reason for this request is (check one):	Approval Required
A. <input checked="" type="checkbox"/> Transfer to or from Contingencies	Board
B. <input type="checkbox"/> Transfer between departments	Board
C. <input type="checkbox"/> Supplemental Budgets (including budget reductions)	Board
D. <input type="checkbox"/> Transfers to/from or new Fixed Asset, out of a 51XXX	Board
E. <input type="checkbox"/> Transfer within Department, 52XXXX to 52XXXX	Auditor/CAO
F. <input type="checkbox"/> Establish any new account except fixed assets	Auditor/CAO
G. <input type="checkbox"/> Trans within dept (51XXX to 51XXX)	Auditor

2. TRANSFER FROM

TRANSFER TO:

3. SUPPLEMENTAL BUDGET:

Expenditure Accounts	Dept. #	Acct. #	Account Name	\$ Amount
				Total 0.00

4. In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) **TO DISTRIBUTE MID YEAR TRANSFER REQUEST.**

B) _____

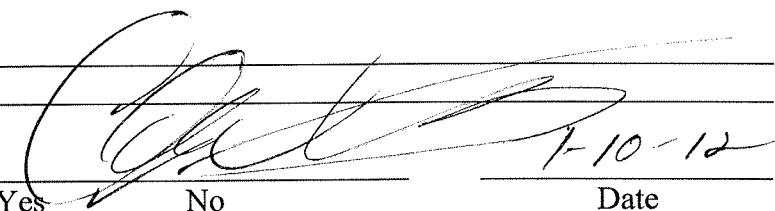
C) _____

D) _____

5. Approved by Signing Authority:
(Account balances checked)

Yes No

Date



7-10-12

6. Account and balances verified by Auditor/Controller:

Date Approved: _____ Signature _____

Contingency Fund Balance prior to approval: \$ _____

Date Processed: _____ Signature _____

7. / Approved / Disapproved Date: _____
 / Recommended / Not recommended

County Administrative Officer: _____ Signature _____

8. Board Approval Date: _____ Agenda Item No. _____
Clerk of the Board _____

INSTRUCTIONS:

1. ORIGINAL and 1 COPY of ALL transfers to Auditor/Controller.
(Original kept by Auditor, copies returned to Department and CAO)
2. Transfers that are going to be submitted to the Board for approval:
 - A. Must be signed by the Auditor and the CAO.
 - B. Must have a copy of the Board Report attached when given to the Auditor and CAO for approval.
3. This form is also used for Revenue Budget Transfers.
4. **Allow two days for approval by the Auditor's Office.**

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: **OES** Dept. No: **20470** Date **12/16/11**

1. The reason for this request is (check one):		Approval Required
A. <input checked="" type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, out of a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets, out of a 51XXX	CAO
E. <input type="checkbox"/>	Establish any new account except fixed assets	CAO

2. TRANSFER FROM

TRANSFER TO:

3. SUPPLEMENTAL BUDGET: Department:

RECEIVED
DEC 16 2011

Auditors / Risk

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

COPY

TRANSFER NUMBER
(Auditor's Use Only)

Department: **Fairgrounds** Dept. No: 20190 Date 12/15/2011

1. The reason for this request is (check one):		<u>Approval Required</u>
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, out of a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets, out of a 51XXX	CAO
E. <input type="checkbox"/>	Establish any new account except fixed assets	CAO

2. TRANSFER FROM

TRANSFER TO:

3. SUPPLEMENTAL BUDGET:

3. SUPPLEMENTAL BUDGET:		Department:	Fairgrounds	Fund #	0005
Revenue	Dept. #	Acct. #	Account Name	\$ Amount	
Accounts	20190	48000	Transfer	-14,200.00	
	20190	43092	Grounds Rental	-25,000.00	
	20190	48211	Contri Co Gen Fund	71,798.00	
				Total	32,598.00

Expenditure Accounts	Dept. # 20190	Acct. # 525000	Account Name Overhead	\$ Amount -32,598.00

RECEIVED

Total **-32,598.00**

DEC 21 1968

Auditors / 檢查員

4. In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) We are reducing our budget revenues by \$39,200 and our budget expenditures by \$32,598 and requesting a contribution from Co Gen Fund

B) Revenue & expenses overstated to turn in balanced budget in a timely manner, knowing that we would have ask BOS for reduced overhead & a contribution.

C) Budgets for this FY

D) Budgets were turned in per CAO advice since overhead could not be reduced or ask for a contribution until after the budget was passed.

5. Approved by Signing Authority:
(Account balances checked)

Juliet Yes No 12/15/11 Date

6. / Approved / Disapproved
 / Recommended / Not recommended

Date: _____

County Administrative Officer: _____
Signature _____

7. Board Approval Date: _____ Agenda Item No. _____
Clerk of the Board _____

8. Entered by Auditor/Controller:

Date Approved: _____ Signature _____

INSTRUCTIONS:

1. ORIGINAL and 1 COPY of ALL transfers to Budget Officer/CAO.
(Original kept by Auditor, copies returned to Department)
2. Transfers that are going to be submitted to the Board for approval:
 - A. Must be signed by the Budget Officer/CAO.
 - B. Must have a copy of the Board Report attached when given to the Budget Officer/CAO for approval.
3. This form is also used for Revenue Budget Transfers.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Mid Year Adjustment

B) NA

C) NA

D) NA

Approved by Department Signing Authority: David M. Hartman

Approved/Recommended

Disapproved/ Not recommended

County Administrative Officer Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Budget Officer/CAO; If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature prior to CAO/Budget Officer. Auditor/Controller will forward all signed, supplemental transfers to the CAO/Budget Officer for approval.

IF one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Budget Officer/CAO; if supplemental must be signed by the Auditor and CAO/Budget Officer.
- B. Must have a copy of the Board Report attached when given to the Budget Officer/CAO for approval.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

Department: LIBRARY Dept. No: 00670 Date: 10/10/10

Dept. No: 10610 Date: _____

TRANSFER NUMBER

7 (Auditor's Use Only)

Date:

The reason for this request is (check one):

Dept. No: _____

Date:

The reason for this request is (check one): Approval Required

- A. Transfer to/from Contingencies OR between Departments Board
- B. Supplemental Budgets (including budget reductions) Board
- C. Transfers to/from or new Fixed Asset, out of a 51XXX Board
- D. Transfer within Department, except fixed assets, out of a 51XXX CAO
- E. Establish any new account except fixed assets CAO

Board

Board

Board

Board
CAO

CAO

CAO

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

**TRANSFER TO OR
SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSES)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.



Office of the Sheriff

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

6B

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: January 24, 2012

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

RE: Agenda Item for the meeting of February 7, 2012

Recommended Action:

Open discussion for public comment, consider and accept the expenditure plans for the Sheriff, Jail and District Attorney for funding deposited into the Supplemental Law Enforcement Services Account to be used for the Citizen's Option for Public Safety.

Ratify previous action taken by the Board of Supervisors when the FY 11/12 budgets were adopted.

Background and Discussion:

Per Government Code 30061(c)(1), the County Board of Supervisors shall consider and accept each submitted request for spending in a public meeting.

The Sheriff, Jail and District Attorney submitted spending plans during the fiscal year 11/12 budget process; however, this requested independent consideration is required by code.

The Supplemental Law Enforcement Oversight Committee (SLEOC) has approved the following expenditure plans:

Sheriff – Vehicles	\$121,068.00
Jail – Ammunition & tactical supplies	\$4,742.00
DA – Personnel costs	\$4,742.00

The SLEOC also agrees that the budgets may be adjusted as needed to meet any additional front line law enforcement services needs as allowed by the Government Code.

**PLUMAS COUNTY SHERIFF
2011-2012**

EXPENDITURE PLAN

ACCT NO.	DESCRIPTION	2011-2012 Budget
70356	LAW ENFORCEMENT	
44393	State COPS Funding (SLESF)	100,000.00
	Fund balance forward	21,068.00

541500	Vehicle	121,068.00

**PLUMAS COUNTY CORRECTIONAL FACILITY
2011-2012**

EXPENDITURE PLAN

ACCT NO.	DESCRIPTION	2011-2012 Budget
70359	LAW ENFORCEMENT	
44393	State COPS Funding (SLESF)	4,742.00

524900	Ammunition/Tactical Supply	4,742.00

**PLUMAS COUNTY D.A.
2011-2012**

EXPENDITURE PLAN

ACCT NO.	DESCRIPTION	2011-2012 Budget
70301	DA	
44393	State COPS Funding (SLESF)	4,742.00

51*	Personnel	4,742.00

GOVERNMENT CODE

SECTION 30061-30065

30061. (a) There shall be established in each county treasury a Supplemental Law Enforcement Services Account (SLESA), to receive all amounts allocated to a county for purposes of implementing this chapter.

(b) In any fiscal year for which a county receives moneys to be expended for the implementation of this chapter, the county auditor shall allocate the moneys in the county's SLESA within 30 days of the deposit of those moneys into the fund, and shall allocate those moneys in accordance with the requirements set forth in this subdivision. However, the auditor shall not transfer those moneys to a recipient agency until the Supplemental Law Enforcement Oversight Committee certifies receipt of an approved expenditure plan from the governing board of that agency. The moneys shall be allocated as follows:

(1) Five and fifteen-hundredths percent to the county sheriff for county jail construction and operation. In the case of Madera, Napa, and Santa Clara Counties, this allocation shall be made to the county director or chief of corrections.

(2) Five and fifteen-hundredths percent to the district attorney for criminal prosecution.

(3) Thirty-nine and seven-tenths percent to the county and the cities within the county, and, in the case of San Mateo, Kern, Siskiyou, and Contra Costa Counties, also to the Broadmoor Police Protection District, the Bear Valley Community Services District, the Stallion Springs Community Services District, the Lake Shastina Community Services District, and the Kensington Police Protection and Community Services District, in accordance with the relative population of the cities within the county and the unincorporated area of the county, and the Broadmoor Police Protection District in the County of San Mateo, the Bear Valley Community Services District and the Stallion Springs Community Services District in Kern County, the Lake Shastina Community Services District in Siskiyou County, and the Kensington Police Protection and Community Services District in Contra Costa County, as specified in the most recent January estimate by the population research unit of the Department of Finance, and as adjusted to provide, except as provided in subdivision (j), a grant of at least one hundred thousand dollars (\$100,000) to each law enforcement jurisdiction. For a newly incorporated city whose population estimate is not published by the Department of Finance, but that was incorporated prior to July 1 of the fiscal year in which an allocation from the SLESA is to be made, the city manager, or an appointee of the legislative body, if a city manager is not available, and the county administrative or executive officer shall prepare a joint notification to the Department of Finance and the county auditor with a population estimate reduction of the unincorporated area of the county equal to the population of the newly incorporated city by July 15, or within 15 days after the Budget Act is enacted, of the fiscal year in which an allocation from the SLESA is to be made. No person residing within the Broadmoor Police Protection District, the Bear Valley Community Services District, the Stallion Springs Community Services District, the Lake Shastina Community Services District, or the Kensington Police Protection and Community Services District shall also be counted as

residing within the unincorporated area of the County of San Mateo, Kern, Siskiyou, or Contra Costa, or within any city located within those counties. Except as provided in subdivision (j), the county auditor shall allocate a grant of at least one hundred thousand dollars (\$100,000) to each law enforcement jurisdiction. Moneys allocated to the county pursuant to this subdivision shall be retained in the county SLESA, and moneys allocated to a city pursuant to this subdivision shall be deposited in an SLESA established in the city treasury.

(4) Fifty percent to the county or city and county to implement a comprehensive multiagency juvenile justice plan as provided in this paragraph. The juvenile justice plan shall be developed by the local juvenile justice coordinating council in each county and city and county with the membership described in Section 749.22 of the Welfare and Institutions Code. If a plan has been previously approved by the Corrections Standards Authority, the plan shall be reviewed and modified annually by the council. The plan or modified plan shall be approved by the county board of supervisors, and in the case of a city and county, the plan shall also be approved by the mayor. The plan or modified plan shall be submitted to the Corrections Standards Authority by May 1 of each year.

(A) Juvenile justice plans shall include, but not be limited to, all of the following components:

(i) An assessment of existing law enforcement, probation, education, mental health, health, social services, drug and alcohol, and youth services resources that specifically target at-risk juveniles, juvenile offenders, and their families.

(ii) An identification and prioritization of the neighborhoods, schools, and other areas in the community that face a significant public safety risk from juvenile crime, such as gang activity, daylight burglary, late-night robbery, vandalism, truancy, controlled substances sales, firearm-related violence, and juvenile substance abuse and alcohol use.

(iii) A local juvenile justice action strategy that provides for a continuum of responses to juvenile crime and delinquency and demonstrates a collaborative and integrated approach for implementing a system of swift, certain, and graduated responses for at-risk youth and juvenile offenders.

(iv) Programs identified in clause (iii) that are proposed to be funded pursuant to this subparagraph, including the projected amount of funding for each program.

(B) Programs proposed to be funded shall satisfy all of the following requirements:

(i) Be based on programs and approaches that have been demonstrated to be effective in reducing delinquency and addressing juvenile crime for any elements of response to juvenile crime and delinquency, including prevention, intervention, suppression, and incapacitation.

(ii) Collaborate and integrate services of all the resources set forth in clause (i) of subparagraph (A), to the extent appropriate.

(iii) Employ information sharing systems to ensure that county actions are fully coordinated, and designed to provide data for measuring the success of juvenile justice programs and strategies.

(iv) Adopt goals related to the outcome measures that shall be used to determine the effectiveness of the local juvenile justice action strategy.

(C) The plan shall also identify the specific objectives of the programs proposed for funding and specified outcome measures to determine the effectiveness of the programs and contain an accounting for all program participants, including those who do not complete

the programs. Outcome measures of the programs proposed to be funded shall include, but not be limited to, all of the following:

- (i) The rate of juvenile arrests per 100,000 population.
- (ii) The rate of successful completion of probation.
- (iii) The rate of successful completion of restitution and court-ordered community service responsibilities.
- (iv) Arrest, incarceration, and probation violation rates of program participants.

(v) Quantification of the annual per capita costs of the program.

(D) The Corrections Standards Authority shall review plans or modified plans submitted pursuant to this paragraph within 30 days upon receipt of submitted or resubmitted plans or modified plans. The authority shall approve only those plans or modified plans that fulfill the requirements of this paragraph, and shall advise a submitting county or city and county immediately upon the approval of its plan or modified plan. The authority shall offer, and provide, if requested, technical assistance to any county or city and county that submits a plan or modified plan not in compliance with the requirements of this paragraph. The SLESA shall only allocate funding pursuant to this paragraph upon notification from the authority that a plan or modified plan has been approved.

(E) To assess the effectiveness of programs funded pursuant to this paragraph using the program outcome criteria specified in subparagraph (C), the following periodic reports shall be submitted:

(i) Each county or city and county shall report, beginning October 15, 2002, and annually each October 15 thereafter, to the county board of supervisors and the Corrections Standards Authority, in a format specified by the authority, on the programs funded pursuant to this chapter and program outcomes as specified in subparagraph (C).

(ii) The Corrections Standards Authority shall compile the local reports and, by March 15, 2003, and annually thereafter, make a report to the Governor and the Legislature on program expenditures within each county and city and county from the appropriation for the purposes of this paragraph, on the outcomes as specified in subparagraph (C) of the programs funded pursuant to this paragraph and the statewide effectiveness of the comprehensive multiagency juvenile justice plans.

(c) Subject to subdivision (d), for each fiscal year in which the county, each city, the Broadmoor Police Protection District, the Bear Valley Community Services District, the Stallion Springs Community Services District, the Lake Shastina Community Services District, and the Kensington Police Protection and Community Services District receive moneys pursuant to paragraph (3) of subdivision (b), the county, each city, and each district specified in this subdivision shall appropriate those moneys in accordance with the following procedures:

(1) In the case of the county, the county board of supervisors shall appropriate existing and anticipated moneys exclusively to provide frontline law enforcement services, other than those services specified in paragraphs (1) and (2) of subdivision (b), in the unincorporated areas of the county, in response to written requests submitted to the board by the county sheriff and the district attorney. Any request submitted pursuant to this paragraph shall specify the frontline law enforcement needs of the requesting entity, and those personnel, equipment, and programs that are necessary to meet those needs. The board shall, at a public hearing held at a time determined by the board in each year that the Legislature appropriates funds for purposes of this chapter, or within 30 days after a request by a recipient agency for a hearing if the funds have been received by the county from the state prior to that request,

consider and determine each submitted request within 60 days of receipt, pursuant to the decision of a majority of a quorum present. The board shall consider these written requests separate and apart from the process applicable to proposed allocations of the county general fund.

(2) In the case of a city, the city council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the chief of police of that city or the chief administrator of the law enforcement agency that provides police services for that city. These written requests shall be acted upon by the city council in the same manner as specified in paragraph (1) for county appropriations.

(3) In the case of the Broadmoor Police Protection District within the County of San Mateo, the Bear Valley Community Services District or the Stallion Springs Community Services District within Kern County, the Lake Shastina Community Services District within Siskiyou County, or the Kensington Police Protection and Community Services District within Contra Costa County, the legislative body of that special district shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the chief administrator of the law enforcement agency that provides police services for that special district. These written requests shall be acted upon by the legislative body in the same manner specified in paragraph (1) for county appropriations.

(d) For each fiscal year in which the county, a city, or the Broadmoor Police Protection District within the County of San Mateo, the Bear Valley Community Services District or the Stallion Springs Community Services District within Kern County, the Lake Shastina Community Services District within Siskiyou County, or the Kensington Police Protection and Community Services District within Contra Costa County receives any moneys pursuant to this chapter, in no event shall the governing body of any of those recipient agencies subsequently alter any previous, valid appropriation by that body, for that same fiscal year, of moneys allocated to the county or city pursuant to paragraph (3) of subdivision (b).

(e) In the 2009-10 fiscal year, and every fiscal year thereafter, the Controller shall allocate 21.30 percent of the amount deposited in the Local Safety and Protection Account for purposes of paragraphs (1), (2), and (3) of subdivision (b), and shall allocate 21.30 percent for purposes of paragraph (4) of subdivision (b).

(f) Commencing with the 2011-12 fiscal year, the Controller shall allocate 23.54 percent of the amount deposited in the Local Law Enforcement Services Account in the Local Revenue Fund 2011 for the purposes of paragraphs (1), (2), and (3) of subdivision (b), and shall allocate 23.54 percent for purposes of paragraph (4) of subdivision (b).

(g) The Controller shall allocate funds to local jurisdictions for public safety in accordance with this section as annually calculated by the Director of Finance. In the 2009-10 fiscal year, and each fiscal year thereafter, the Controller shall allocate funds authorized for purposes of this chapter on a quarterly basis, beginning October 1 of each year.

(h) Funds received pursuant to subdivision (b) shall be expended or encumbered in accordance with this chapter no later than June 30 of the following fiscal year. A local agency that has not met this requirement shall remit unspent SLESF moneys received prior to April 1, 2009, to the Controller for deposit into the General Fund. A local agency that has not met the requirement of this subdivision shall

remit unspent SLESF moneys received after April 1, 2009, to the Controller for deposit in the Local Safety and Protection Account, and after April 1, 2012, to the Local Law Enforcement Services Account.

(i) If a county, a city, a city and county, or a qualifying special district does not comply with the requirements of this chapter to receive an SLESA allocation, the Controller shall revert funds that were provided for the noncompliant entity prior to April 1, 2009, to the General Fund. Funds provided for the noncompliant entity after March 1, 2009, shall be reverted to the Local Safety and Protection Account, and after March 1, 2012, shall be reverted to the Local Law Enforcement Services Account.

(j) In the 2010-11 fiscal year, if the fourth quarter revenue derived from fees imposed by subdivision (a) of Section 10752.2 of the Revenue and Taxation Code that are deposited in the General Fund and transferred to the Local Safety and Protection Account, and continuously appropriated to the Controller for allocation pursuant to this section, are insufficient to provide a minimum grant of one hundred thousand dollars (\$100,000) to each law enforcement jurisdiction, the county auditor shall allocate the revenue proportionately, based on the allocation schedule in paragraph (3) of subdivision (b). The county auditor shall proportionately allocate, based on the allocation schedule in paragraph (3) of subdivision (b), all revenues received after the distribution of the fourth quarter allocation attributable to these fees for which payment was due prior to July 1, 2011, until all minimum allocations are fulfilled, at which point all remaining revenue shall be distributed proportionately among the other jurisdictions.

30062. (a) Except as required by paragraphs (1), (2), and (4) of subdivision (b) of Section 30061, moneys allocated from a Supplemental Law Enforcement Services Fund (SLESF) to a recipient entity shall be expended exclusively to provide front line law enforcement services. These moneys shall supplement existing services, and shall not be used to supplant any existing funding for law enforcement services provided by that entity. Moneys allocated pursuant to paragraph (4) of subdivision (b) of Section 30061 shall be used to supplement and not supplant funding by local agencies for existing services.

(b) In the Counties of Los Angeles, Orange, and San Diego only, the district attorney may, in consultation with city attorneys in the county, determine a prorated share of the moneys received by the district attorney pursuant to this section to be allocated to city attorneys in the county in each fiscal year to fund the prosecution by those city attorneys of misdemeanor violations of state law.

(c) In no event shall any moneys allocated from the county's SLESF be expended by a recipient agency to fund any of the following:

(1) Administrative overhead costs in excess of 0.5 percent of a recipient entity's SLESF allocation for that year.

(2) The costs of any capital project or construction project funded from moneys allocated pursuant to paragraph (3) of subdivision (b) of Section 30061 that does not directly support front line law enforcement services.

(3) The costs of any capital project or construction project funded from moneys allocated pursuant to paragraph (4) of subdivision (b) of Section 30061.

(d) For purposes of subdivision (c), both of the following shall apply:

(1) A "recipient agency" or "recipient entity" is that entity that actually incurs the expenditures of SLESF funds allocated pursuant to paragraph (1), (2), (3), or (4) of subdivision (b) of Section 30061.

(2) Administrative overhead costs shall only be charged by the recipient entity, as defined in paragraph (1), up to 0.5 percent of its SLESF allocation.

(e) For purposes of this chapter, "front line law enforcement services" and "front line municipal police services" each include antigang, community crime prevention, and juvenile justice programs.

30063. (a) The Supplemental Law Enforcement Services Fund (SLESF) in each county or city is to be expended exclusively as required by this chapter. Moneys in that fund shall not be transferred to, or intermingled with, the moneys in any other fund in the county or city treasury, except that moneys may be transferred from the SLESF to the county's or city's general fund to the extent necessary to facilitate the appropriation and expenditure of those transferred moneys in the manner required by this chapter.

(b) Moneys in an SLESF may only be invested in safe and conservative investments in accordance with those standards of prudent investment applicable to the investment of trust moneys. The treasurer of the county and each city shall provide a monthly SLESF investment report to either the police chief or the county sheriff and district attorney, as applicable.

(c) Each year, at least 30 days prior to the date of the duly noticed public hearing required pursuant to paragraph (1) of subdivision (c) of Section 30061, the county auditor and city treasurer shall detail and summarize allocations from the county's or city's SLESF, as applicable, in a written, public report filed with the Supplemental Law Enforcement Oversight Committee (SLEOC), the county board of supervisors, or the city council, as applicable, for the entirety of the immediately preceding fiscal year, and the county sheriff or police chief, as applicable.

(d) A summary of the annual reports required in subdivision (c) shall be submitted in a standardized format to be developed by the Controller, in conjunction with the California District Attorney's Association, California Police Chief's Association, California State Sheriff's Association, California Peace Officer's Association, California County Auditor's Association, and California Municipal Treasurer's Association, by each SLEOC to the Controller on or before October 15, 2001, and each year thereafter. The Controller shall make a copy of the summarized reports available to the Governor, the Legislature, and the Legislative Analyst's Office.

(e) A county, a city, or a city and county that fails to submit the data required pursuant to subdivision (d) of this section or to report as required pursuant to clause (i) of subparagraph (E) of paragraph (4) of subdivision (b) of Section 30061 shall not continue to expend funds allocated pursuant to subdivision (b) of Section 30061 or interest earned pursuant to subdivision (b) of this section until that data and that report are submitted as required by this chapter.

(f) Notwithstanding subdivision (e), if the SLEOC fails to transmit the data to the Controller required pursuant to subdivision (d), the local law enforcement agency may submit its expenditure data directly to the Controller no later than 15 days after the date specified in subdivision (d). If the local law enforcement agency has complied with other requirements in this chapter, it may continue to

expend funds allocated and interest earned pursuant to this chapter.

30064. (a) There is in each county a Supplemental Law Enforcement Oversight Committee (SLEOC), consisting of five members as follows:

- (1) One municipal police chief.
- (2) The county sheriff.
- (3) The district attorney.
- (4) The county's executive officer.
- (5) One city manager.

(b) (1) The cities in each county shall organize as a city selection committee for the purposes of appointing a city manager and a municipal police chief to the SLEOC. Each appointment shall be made by not less than a majority of all the cities in the county having not less than a majority of the population of all the cities in the county. For purposes of this paragraph, population figures shall be determined on the basis of the most recent census data developed by the Department of Finance.

(2) The SLEOC shall determine whether recipient entities have expended moneys received from the Supplemental Law Enforcement Services Fund (SLESF) in compliance with this chapter. For this purpose, the SLEOC shall at least annually review the expenditure of SLESF funds by city police departments, the county sheriff, and the district attorney, and shall make its annual review report available to the public.

30065. In no event shall this chapter be construed to affect in any manner the public safety service allocations required by Chapter 6.5 (commencing with Section 30051).

DEPARTMENT OF PUBLIC WORKS

1834 EAST MAIN, QUINCY CA 95971 PHONE (530) 283-6268 FAX (530) 283-6323



6c

ROBERT A. PERREAULT Jr.
DIRECTOR

AGENDA REQUEST

JOE BLACKWELL
DEPUTY DIRECTOR

January 30, 2012

To: Honorable Board of Supervisors
From: Robert Perreault, Director of Public Works *Robert A. Perreault*
Subject: Agenda Request for the February 7, 2012 meeting of the
Plumas County Board of Supervisors

Consideration of a Proposed Memorandum of Understanding with the Mohawk Valley Stewardship Council for the White Sulphur Springs Ranch Roadside Recreation Facility Project

Background:

The Mohawk Valley Stewardship Council ("MVSC") is a non-profit, charitable organization per IRS section 501(c)(3) and California Revenue and Taxation Code section 23701d. The MVSC headquarters is located at the White Sulphur Springs Ranch, Clio, Plumas County. The Council's mission is committed to protecting, conserving and restoring the physical, cultural, archeological, and historical resources in the Mohawk Valley.

Additional information on the MVSC is available for public viewing on its internet website, located at: <http://www.mohawkvalley.us/>

The MVSC has adopted, as a priority project goal, the restoration and overseeing the long-term operation of the White Sulphur Springs Ranch as a cultural and environmental hub for the Mohawk Valley region.

The White Sulphur Springs Project was previously discussed by the Board of Supervisors during their January 6, 2009 and January 13, 2009 meetings.

MVSC has applied for, and received, a Project Grant (commitment of funds) from the California Natural Resources Agency, an agency of the State of California organized pursuant to Government Code section 12800, et seq., such Project Grant to be administered by the California Department of Transportation (hereinafter referred to as "Caltrans").

The Project Grant is to provide funding for the project known as "The White Sulphur Springs Ranch Roadside Recreation Facility," Project No. EEM-2010(002) (the "Project"), which is described as follows:

Restore and renovate the existing warm springs swimming pool and decking, renovate changing rooms and restrooms, and install new plumbing to the pool to address leaky pipes and to allow warmer water to be utilized for year round swimming. Create a children's fishing area (access, dock and interpretative signs on an existing pond.)
Restore access to the pond in the form of a hiking trail.

A copy of the 20-page Project Grant is on file with the Clerk of the Board of Supervisors and is available for public view, upon request.

The maximum amount of State funding available for design, construction, materials, project management, project administration and construction oversight is not to exceed \$350,000.

MVSC has requested that the County provide administrative project and grant management duties in the implementation of its grant as received from Caltrans for the project.

The directors of the Public Works Department and the Facilities Department have carefully considered the request and have responded affirmatively to the MVSC inquiry, subject to direction by the Board of Supervisors.

Accordingly, a draft Memorandum of Understanding (MOU) has been prepared for consideration by the Board of Supervisors and is the subject of this Agenda Request (see attachment). The MOU contains a detailed "Scope of Work" that sets forth, upon execution of this MOU by both parties, the project duties of both parties. Following execution of the MOU, all costs incurred by the County will be reimbursed by the MVSC in accordance with the terms of the MOU.

As part of this Agenda Request, the MVSC Executive Director and officers of the Mohawk Valley Stewardship Council will be present at the February 7, 2012 meeting of the Board of Supervisors to submit brief comments and to answer any questions.

Recommendation:

It is respectfully requested that the Board of Supervisors authorize the Chair to execute the proposed MOU, copy attached, for the above captioned project.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

County of Plumas

AND THE

Mohawk Valley Stewardship Council

This Memorandum of Understanding (MOU) between the County of Plumas, a political subdivision of the State of California, and the Mohawk Valley Stewardship Council, California nonprofit public benefit corporation officially recognized by the IRS, is made with reference to the following facts and circumstances:

WHEREAS, Mohawk Valley Stewardship Council (hereinafter referred to as “MVSC”, whose mailing address is P.O. Box 25, Clio, CA 96106) is a charitable organization that is exempt from tax under IRS section 501c(3) and California Revenue and Taxation Code section 23701d; and

WHEREAS, MVSC is committed to protecting, conserving and restoring the physical, cultural, archeological, and historical resources in the Mohawk Valley.

WHEREAS, the MVSC has adopted as a priority project goal the restoration and overseeing the long-term operation of the White Sulphur Springs Ranch as a cultural and environmental hub for the Mohawk Valley region of the Sierra Nevada.

WHEREAS, the MVSC has applied for, and received, a Project Grant (commitment of funds) from the California Natural Resources Agency, an agency of the State of California organized pursuant to Government Code section 12800 et seq. such Project Grant to be administered by the California Department of Transportation (hereinafter referred to as “Caltrans”); and

WHEREAS, the Project Grant is to provide funding for the project known as “The White Sulphur Springs Ranch Roadside Recreation Facility,” Project No. EEM-2010(002) (the “Project”), which is described as follows:

Restore and renovate the existing warm springs swimming pool and decking, renovate changing rooms and restrooms, and install new plumbing to the pool to address leaky pipes and to allow warmer water to be utilized for year round swimming. Create a children’s fishing area (access, dock and interpretative signs on an existing pond.) Restore access to the pond in the form of a hiking trail; and

WHEREAS, the maximum amount of State funding available for design, construction, materials, project management, Project administration and construction oversight pursuant to the Project Grant is not to exceed \$350,000.: 1

WHEREAS, the County of Plumas, through its Department of Public Works and its Facilities Department, whose mailing address is 1834 East Main Street, Quincy, CA 95971 (“Public Works”) possesses the resources to perform design and construction management and administration services as the County’s lead agency in the administration of this MOU; and

WHEREAS, the MVSC has requested that the County provide administrative project and grant management duties in the implementation of its grant as received from Caltrans for the project described above; and

WHEREAS, it has been determined that the Project described above will serve the general public interest of the residents of Plumas County; and

WHEREAS, the County agrees to provide said requested assistance to the MVSC, pursuant to the terms and conditions set forth in this MOU;

WHEREAS, the Facilities Department (hereinafter referred to as “Facilities”) will provide staff assistance to Public Works in the performance of this MOU.

NOW THEREFORE, the parties agree as follows:

1. **Scope of Work**. This MOU establishes a procedure for the administrative project and grant management duties and assistance to be provided in accordance with this MOU, as follows:
 - A. The MVSC will establish a Project Advisory Team for the Project to provide guidance to the County;
 - B. The MVSC Project Advisory Team will recognize the County’s role as lead agency in administrative project and grant management decisions;
 - C. Public Works is designated as the lead County department in the administration of this MOU;
 - D. Public Works will assist the MVSC in achieving cost control over Project expenditures including for Public Work’s administrative project and grant management services through weekly communications regarding Project progress, expenditures and budget status;
 - E. Public Works will seek input from the MVSC Project Advisory Team, as the Project progresses, and provide communication about important developments to the MVSC Project Advisory Team;

- F. Public Works will be responsible for satisfying the grant administration requirements set forth in the Project Grant, referenced above. Public Works will keep the MVSC Project Advisory Team informed of its grant-related actions;
- G. Public Works will assist MVSC with the bid solicitation process with respect to soliciting bids from contractors who wish to perform work on the Project. Such assistance may include, but is not necessarily limited to, reviewing the bid solicitation package, the requirements for responding to a bid, the draft contract for winning bidders, and related tasks;
- H. After the bid opening date, Public Works will assist MVSC in reviewing the bids and determining which bids are compliant and from responsible bidders;
- I. Following the bid evaluation process, the County will recommend to MVSC which bid or bids should win the applicable contracts and MVSC will make the final decision regarding bid awards;
- J. Public Works will conduct a pre-construction kickoff meeting with MVSC, the contractors on the Project, and any other necessary parties to clarify Project work and payment procedures;
- K. Public Works will periodically visit the work site to view the progress being made on the Project, and report its findings to MVSC;
- L. Public Works will recommend to MVSC as to which progress payments should be made at which times based upon Public Work's assessment of the milestones that have been reached by the contractor(s), provided, however, that no payment to any contractor will be made without signature approval by the MVSC;
- M. The County shall not be responsible for making any payments on the project to any party, such payments to remain the sole responsibility of MVSC;
- N. Public Works will verify with the relevant contractor(s) that any necessary testing under State, federal, or local laws or regulations has been timely performed;
- O. Public Works will communicate with MVSC and the relevant contractor(s) to ensure that any forms or reports necessary under the terms of the Project Grant or under State, federal, or local laws or regulations are completed and filed on a timely basis;

- P. Neither the County nor Public Works shall be considered a “general contractor” or a “designer of record” on this Project. The County’s and Public Work’s duties on this Project are limited to administrative project and grant management. General contractor(s) and designer(s) will be separately hired to perform those roles on the Project.
- Q. The participation of the County and Public Works on the project shall not operate in any way as a waiver to any party, including MVSC, of the need to comply with applicable County law, including but not limited to the Plumas County Code, County regulations, and required County fees.
- R. The County and Public Works shall not be responsible for informing any party of the existence or applicability of laws or regulations that were enacted by entities other than Plumas County.

2. Payments. This MOU establishes a procedure for the reimbursement of expenses incurred by the County for providing administrative project and grant management services on behalf of MVSC, as follows:

- A. The parties to this MOU understand that the funds to be provided by the Project Grant are available on a reimbursement basis.
- B. MVSC shall reimburse Public Works for hours expended by County employees in accordance with the latest adopted hourly wages rate schedule for the appropriate County Department. Said schedule is adjusted on a yearly basis and is expected to be revised during the term of this MOU. Payment for materials, if any, used by the County in providing these services shall be reimbursed as a “pass-through” cost, with no surcharge. Reimbursement for use of vehicles will be at the current mileage reimbursement rate, as established by the US Internal Revenue Service. Staff from County departments will document the hours spent on the MVSC Project and process a Journal Entry through the County’s Auditor’s Office on a monthly basis.
- C. The County shall invoice MVSC, and the County shall be paid, on a monthly basis in accordance with the terms of this Section 2.B. of this MOU.

3. Term. This MOU is effective immediately upon execution of this MOU by both parties below and shall expire on December 31, 2014.

4. Early Termination. Either party may terminate this Memorandum of Understanding for any cause after giving forty-five (45) calendar days written notice of intention to terminate.

5. Liability and Indemnification.

- A. **Claims Arising from Sole Acts or Omissions of County.** County does hereby agree to defend and indemnify MVSC, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "MVSC"), from any claim, action or proceeding against MVSC, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, MVSC may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. MVSC shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.
- B. **Claims arising From Sole Acts or Omissions of MVSC.** The MVSC hereby agrees to defend and indemnify County, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as "County"), from any claim, action or proceeding against County, arising solely out of the acts or omissions of MVSC in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve MVSC of any obligation imposed by this Agreement. County shall notify MVSC promptly of any claim, action or proceeding and cooperate fully in the defense.
- C. **Claims Arising From Concurrent Acts or Omissions.** County hereby agrees to defend itself, and the MVSC hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and MVSC. In such cases, County and MVSC agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subparagraph E below.
- D. **Joint Defense.** Notwithstanding subparagraph C above, in cases where County and MVSC agree in writing to a joint defense, County and MVSC may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of MVSC. Joint defense counsel shall be selected by mutual agreement of County and MVSC. County and MVSC agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in subparagraph E below. County and MVSC further agree that neither party may bind the other to a settlement agreement without the written consent of both County and MVSC.
- E. **Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and MVSC may seek reimbursement and/or reallocation of defense costs (including attorneys' fees), settlement payments, judgments and awards, consistent with such comparative fault.

6. Subcontractor Provisions. The County agrees to comply with all provisions of that certain agreement titled “Applicant-State Agreement No. 02-20-002, Environmental Enhancement and Mitigation (EEM) Program,” effective March 24, 2011 by and between MVSC and the State of California, to the extent such agreement includes provisions applicable to subcontractors of MVSC under the agreement. Said agreement is attached hereto as Exhibit A.

7. Amendment. This MOU may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this MOU shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Choice of Law. The laws of the State of California shall govern this MOU.

9. Interpretation. This MOU is the result of the joint efforts of both parties and their attorneys. The MOU and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

10. Integration. This MOU constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

11. Severability. The invalidity of any provision of this MOU, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

12. Headings. The headings and captions contained in this MOU are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this MOU.

13. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

14. Conflict of Interest. The parties to this MOU have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. MVSC represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this MOU. It is further understood and agreed that if such a financial interest does exist at the inception of this MOU and is later discovered by County, County may immediately terminate this MOU by giving written notice to MVSC.

15. Contract Execution. Each individual executing this MOU on behalf of County and MVSC represents that he or she is fully authorized to execute and deliver this MOU.

PLUMAS COUNTY

By: _____ Date: _____
Chair, Board of Supervisors

MOHAWK VALLEY STEWARDSHIP COUNCIL

By: _____ Date: _____
President, Mohawk Valley Stewardship Council

MOU Between County of Plumas and the Mohawk Valley Stewardship Council

Project: White Sulphur Springs Ranch Roadside Recreation Facility

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Exhibit A

**Project Agreement between State of California
and Mohawk Valley Stewardship Agreement**

See attached.

PLUMAS COUNTY COORDINATING COUNCIL

6D

AGENDA REQUEST

for the February 7, 2012 meeting of the Plumas County Board of Supervisors

January 30, 2012

To: Honorable Board of Supervisors

From: Robert Perreault, Vice Chair, PCCC 

Subject: **CONTINUATION -- Consideration of the proposed Federal Advisory Committee on the Implementation of the new USFS Planning Rule**

Background:

This matter is a continuation from discussions initiated during the January 17, 2012 meeting of the Board of Supervisors.

The US Forest Service had solicited comments for its proposed Planning Rule. The comment period has closed, but the final rule has not yet been published.

In November 2011, the USFS announced that a FEDERAL ADVISORY COMMITTEE will be formed to provide advice and recommendations to the Secretary of Agriculture and the Chief of the Forest Service on matters related to the implementation of the new planning rule.

The USFS published a call for nominations to the federal advisory committee in the December 29, 2011 edition of the *Federal Register*, beginning at Page 81911. Nominations are due in Washington, DC by February 21, 2012.

The Plumas County Coordinating Council (PCCC) discussed this topic during their meeting of January 6, 2012. The PCCC consensus is that it is particularly important that one or more proponents of COORDINATION (vs. collaboration, cooperation, etc.) be appointed to the federal advisory committee.

Possible Action:

This matter, continued from January 17, 2012, is on the agenda of the Board of Supervisors' meeting, scheduled for February 7, 2012, for discussion, comment and consideration, including possible direction to staff.