

BOARD OF SUPERVISORS

Terrell Swofford, 1st District
Kevin Goss, Vice Chair 2nd District
Sharon Thrall, 3rd District
Lori Simpson, 4th District
Jon Kennedy, Chair 5th District

**AGENDA FOR REGULAR MEETING OF FEBRUARY 04, 2014 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

PLEDGE OF ALLEGIANCE

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.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

Convene as the Flood Control & Water Conservation 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; County Service Area #12.

1. FLOOD CONTROL & WATER CONSERVATION DISTRICT – Robert Perreault
Report on the status of the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff

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

2. BOARD OF SUPERVISORS

- A. Approve General Fund Contingency change of \$32,000 from \$82,000 earmarked on December 03, 2013 to cover costs for Sheriff to fill 3.0 FTE Deputy Sheriff positions. **Four/fifths required roll call vote**
- B. Discussion and possible action regarding participation in the Feather River Coordinated Resource Management
- C. Response to "Notice and Opportunity to Cure" received January 16, 2014 from Todd Andersen, Dan H. Bailey, Mary Bleichner, Loren Perkins, and Ronda Perkins. Discussion and possible action
- D. Approve and authorize the Chair to execute letter to The Honorable Ira Kaufman, Presiding Judge regarding timeliness of response to the Plumas County Grand Jury Report. Discussion and possible action
- E. Correspondence
- F. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

G. Appointments

WHITEHAWK RANCH COMMUNITY SERVICES DISTRICT

Appoint Jerry Crowe to the Whitehawk Ranch Community Services Board of Directors to form a quorum necessary to conduct business

3. DEPARTMENTAL MATTERS

A. SHERIFF

- 1) Adopt **RESOLUTION** to amend the Plumas County Position Allocation for Budget Year 2013-2014 to increase AB 109 Deputy Sheriff Allocation from 1.0 FTE to 2.0 FTE Deputy Sheriff I/II. **Roll call vote**
- 2) Adopt **RESOLUTION** to amend the Plumas County Position Allocation for Budget Year 2013-2014 within 20428-Animal Control (increasing Animal Control Supervisor from .60 FTE to 1.0 FTE). **Roll call vote**
- 3) Authorize the Sheriff to fill vacant, funded and allocated 1.0 FTE Dispatcher position. Discussion and possible action
- 4) Approve budget transfer of \$10,000 from Out-of-County Travel (527500) to Other Wages (51020) to cover costs for FY 2013-2014. Discussion and possible action

B. OFFICE OF EMERGENCY SERVICES – Jerry Sipe

Continue discussion of potential drought-related impacts to Plumas County and establish a drought preparedness task force to coordinate activities. Discussion and possible action

C. PUBLIC HEALTH AGENCY – Mimi Hall

Report and update on Expanded Medi-Cal Managed Care. Discussion and possible action

D. MENTAL HEALTH – Peter Livingston

- 1) Approve and authorize the Chair to execute Agreement between Plumas County Mental Health and Plumas Crisis Intervention and Resource Center. Approved as to form by County Counsel
- 2) Authorize the Department of Mental Health to recruit and fill 3.0 FTE vacant, allocated and funded Mental Health Therapist I/II or Behavioral Health Therapist I/II. Discussion and possible action
- 3) Authorize the Department of Mental Health to rehire employee at 1.0 FTE Mental Health Therapist I, Range 2009, Step "C". Discussion and possible action

E. HUMAN RESOURCES – Gayla Trumbo

Approve and authorize the Chair to execute Employment Agreement for Louise Steenkamp, Alcohol & Drug Administrator effective February 04, 2014. Discussion and possible action

F. PUBLIC WORKS – Robert Perreault

- 1) Status report on Transportation Capital Improvement Projects (Costs and Schedules). Discussion, possible action and/or direction to staff
- 2) **Solid Waste**: Discussion and possible action to consider issuing a formal "Request for Proposal" (RFP) pertaining to green waste disposal matters; select one or two Supervisors to participate in the review and assessment of the RFP process; and direct staff to return to the Board with a report of Task Committee recommendations at the completion of the RFP process

G. INFORMATION TECHNOLOGY – Dave Preston

Approve budget transfer of \$3,500 from 20220-549500 Computer Hardware to 20220-529851 Computer Hardware for purchase of fixed assets (Network Attached Storage Unit). Discussion and possible action

H. PROBATION – Daniel Prince

Approve and authorize the Chair to execute contract between Plumas County Probation and Redwood Toxicology Laboratory, Inc. for drug testing services. Approved as to form by County Counsel

I. COUNTY COUNSEL – Craig Settlemyre

Approve and authorize the Chair to execute "Fee/Retainer Agreement" with the law firm of Remy Moose Manley, LLP, to provide Plumas County with legal representation in the matter *High Sierra Rural Alliance v. County of Plumas*, Plumas Superior Court, Case No. CV14-00009, regarding the Plumas County General Plan Update. Discussion and possible action

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 2014

B. TREASURER/TAX COLLECTOR

- 1) Adopt **RESOLUTION** Renewing Delegation of Authority to Treasurer to Invest County Funds and Funds of Other Depositors
- 2) Approve Treasurer's Investment Policies and Guidelines as submitted

C. COUNTY COUNSEL

Approve and authorize the Chair to execute Equipment Lease Agreement and Services Agreement with Ray Morgan Company for copy machine; and authorize County Counsel to execute the Delivery & Acceptance Certificate following receipt of the purchased goods

D. SHERIFF

Approve and authorize the Chair to sign contract with Sierra Electronics of \$30,142.80 for annual radio maintenance and project work. Approved as to form by County Counsel

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- B. Conference with Legal Counsel: Initiation of litigation pursuant to Subdivision (d)(4) of Government Code §54956.9 - Plumas National Forest Travel Management Plan
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, February 11, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.



PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

Operations

AGENDA REQUEST

for the February 4, 2014 meeting of the District Governing Board

January 27, 2014

To: Honorable Governing Board
From: Robert Perreault, Co-Manager, PCFC&WCD *Robert A Perreault*
Subject: Report on the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff.

BACKGROUND

As verbally reported at the January 21, 2014 meeting of the Governing Board, the lead negotiators have reached agreement on the draft final proposed "Charter."

The Charter is the document that sets forth the agreement between the DWR and the State Water Contractors regarding the creation of a new, proposed "Finance Committee."

The proposed Charter is but one document of several that will be produced as part of the State Water Project – Contract Extension Project.

RECOMMENDATION

That the Governing Board accept and file this latest report on the Public Negotiations Project to Extend the State Water Project contracts.

STATE WATER RESOURCES DEVELOPMENT SYSTEM
FINANCE COMMITTEE
DRAFT FINAL CHARTER

The State Water Resources Development System Finance Committee (SWRDS Finance Committee) is being established by the Department of Water Resources (DWR) to serve as a forum for discussions among DWR and the State Water Project Contractors (Contractors) and to provide a channel for recommendations to the Director of DWR concerning the financial policies of the State Water Resources Development System (SWRDS). The scope of the SWRDS Finance Committee is set out in this charter and has been mutually agreed to by the Contractors whose representatives have signed this charter. The establishment of the SWRDS Finance Committee and adoption of this charter are provided for in the Water Supply Contracts, as amended in 201?

The SWRDS Finance Committee and the Chief Financial Manager (CFM) will develop SWRDS Finance Committee's financial management enhancement work plans.

To the extent permitted by State personnel rules and regulations, DWR will create and fill a position, the Chief Financial Manager (CFM), to be a single point of authority for SWRDS financial policies. The CFM has the responsibility and authority throughout DWR to oversee all SWRDS financial policies, reporting directly to the SWP Deputy Director or the DWR Director. Working with the SWRDS Finance Committee, the CFM will develop or enhance the financial policies and administrative measures necessary or appropriate to provide comprehensive financial management of SWRDS.

The SWRDS Finance Committee may establish technical committees to address specific or ongoing matters, as they see fit.

This Charter provides, among other things, that:

1. The Charter may only be modified with the mutual consent of DWR and the Contractors that have executed the Charter.
2. The SWRDS Finance Committee is charged with providing financial policy recommendations to the DWR Director, and the DWR Director has final discretion on whether or not to accept the recommendations.
 - a. It is the intent of this Charter that SWRDS financial policy matters brought to the SWRDS Finance Committee be matters that are broad in nature and that could not be more effectively resolved in a technical or other SWP committees. In general, characteristics of SWRDS financial policy matters that would

properly be brought to the SWRDS Finance Committee include: (1) affects a number of Contractors, rather than individual contractors; (2) potentially apply to multiple projects, rather than individual projects; and (3) involve potentially large transactions or a large number of transactions. In weighing these factors, an important consideration is whether the SWRDS financial policy matter would potentially merit ultimate resolution by the DWR Director.

- b. It is not the intent of this Charter that the SWRDS Finance Committee address specific SWRDS budget line items, individual project budgets or individual transactions – rather, the intent is for the SWRDS Finance Committee to address the financial policies designed to provide formal guidance necessary to coordinate and execute the comprehensive financial management of SWRDS.
- c. The SWRDS Finance Committee is to operate in cooperation with the Chief Financial Manager (once the position is established and filled).

I. COMMITTEE RESPONSIBILITIES:

- 1. The SWRDS Finance Committee shall provide a forum that promotes coordination, communication, and cooperation among DWR and the Contractors regarding SWRDS financial policies and reports. The SWRDS Finance Committee shall provide input and recommendations to the Director regarding SWRDS' financial policies.
- 2. The SWRDS Finance Committee shall guide the development of the financial enhancement work plans in cooperation and coordination with the CFM. The SWRDS Finance Committee shall approve all SWRDS Finance Committee's financial enhancement work plans. The SWRDS Finance Committee shall provide input and recommendations to the Director regarding implementation of the results of the financial enhancement work plans.

II. MEMBERSHIP AND ORGANIZATIONAL STRUCTURE:

A. Composition

The SWRDS Finance Committee will include representatives of the Contractors and DWR.

- 1. All Contractors may attend meetings of the SWRDS Finance Committee; each Contractor may provide one representative or delegate to participate (the "Representatives"). In January of each year, the Contractors shall elect five official representatives and two alternates from within the Contractors' representative pool.
- 2. DWR shall select five official representatives and five alternates.

3. The ten selected official representatives or alternates of the SWRDS Finance Committee shall be the SWRDS Finance Committee's members (the "Members") and be responsible for attending all SWRDS Finance Committee meetings.
4. The Members may submit written SWRDS Finance Committee recommendations to the Director or to the Director's delegate responsible for the area under consideration by the SWRDS Finance Committee. If the Department representatives or the Contractor Representatives concur or have a dissenting view with the recommendation, that fact shall be noted in the recommendation.

B. Term

The Members will be appointed or renewed each year. Term will begin on January 1.

C. Committee Chair and Vice-Chair

The SWRDS Finance Committee will have a Chair and Vice-Chair. A DWR representative shall be the Chair and will be selected by the DWR Members. A Contractor representative shall be the Vice-Chair and will be selected by the Contractor Members. The Chair and Vice-Chair shall be appointed in January of each year.

D. Meetings

The SWRDS Finance Committee is expected to meet as frequently as is necessary to carry out its responsibilities, but no less than two times annually, at such times and location determined by the SWRDS Finance Committee Chair and Vice-Chair. The Chair and Vice-Chair shall each have the authority to call a meeting and shall do so upon their own motion or upon the request of a Member of the SWRDS Finance Committee. Prior to a meeting, the Chair or Vice-Chair shall prepare a written meeting agenda. If an agenda item to be placed on the agenda for these meetings is deemed to be consistent with the intent of this Charter by either the Chair or Vice-Chair it shall be placed on the agenda.

Proposed discussion items shall be submitted in writing to the Chair or Vice Chair prior to the meeting for consideration. The proposal shall follow a standard format that includes the following sections:

1. Description of the issue.
2. Justification demonstrating the issue is consistent with the Committee's intent and purpose. (See 2a and 2b).
3. A minimum of two alternative solutions including consequences for inaction.
4. Author's preferred recommendation.

E. Minutes

DWR shall keep minutes of each meeting. Copies of the minutes shall be provided to the Members and the Representatives within two weeks after a meeting.

F. Committee Procedures

The Members of the SWRDS Finance Committee may draft and adopt a set of procedures to govern the conduct of the SWRDS Finance Committee.

G. Amendments

This charter may not be amended except through express written consent of both DWR and all Contractors.


2A

ACTION AGENDA

Convened as the Flood Control & Water Conservation 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; County Service Area #12.

1.  **FLOOD CONTROL & WATER CONSERVATION DISTRICT** – Robert Perreault
Report on the status of the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff

Adjourned as the Flood Control & Water Conservation District Governing Board and reconvened as the Board of Supervisors

2. **BOARD OF SUPERVISORS**

- A.  Presentation of *Certificate of Appreciation and Recognition* of Nancy Lund for her years of service to the Plumas County Commission on Aging
- B.  **Continued from November 12, 2013**, discussion and possible action to consider request of Supervisor Lori Simpson and Sheriff Greg Hagwood authorizing the Sheriff to fill 3.0 FTE Deputy Sheriff positions, currently allocated; and appropriate \$82,000 from the General Fund Contingency to fund two of the positions. **Four/fifths required roll call vote**

Sheriff Hagwood is present and addresses the Board. Sheriff Hagwood informs the Board that the number of deputy sheriff positions has dropped to a level making it almost impossible to provide service countywide.

There is discussion by the Board.

Supervisor Thrall clarifies the need for additional funding this fiscal year is \$82,000.

Supervisor Kennedy addresses the need to sustain funding for next fiscal year of approximately \$215,000.

Following discussion, **Motion:** authorize the Sheriff to fill 3.0 FTE Deputy Sheriff positions; and earmark \$82,000 from the General Fund Contingency to fund two of the Deputy Sheriff positions for FY 2013-2014 to be allocated to the Sheriff's budget as needed, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Kennedy.

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

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

- C.  **CORRESPONDENCE**
None

- D. **INFORMATIONAL ANNOUNCEMENTS**
None

BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHERRIE THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JON KENNEDY, DISTRICT 5



Dated: February 4, 2014

To: Todd Andersen
Dan H. Bailey
Mary Bleichner
Loren Perkins
Ronda Perkins

From: Plumas County Board of Supervisors

Re: 1) Your "Notice and Opportunity to Cure" dated January 16, 2014.
2) Notice of decision to not cure or correct the challenged actions taken on November 12, 2013, and/or December 17, 2013.

This Memorandum is in response to your "Notice and Opportunity to Cure" ("Notice") dated January 16, 2014, concerning the meetings of the Plumas County Board of Supervisors held on November 12, 2013, and December 17, 2013. In your Notice you allege violations of the Brown Act with regard to the public comment at the meetings on November 12, 2013, and December 17, 2013. Your Notice demands, pursuant to the provisions of Government Code section 54960.1, that the Board of Supervisors "cure and correct" the alleged violations by, among other things, striking Resolutions 13-730 and 13-731 that were adopted at the December 17, 2013, meeting.

The Ralph M. Brown Act ("Brown Act") provides, at Government Code section 54954.3, for an opportunity for members of the public to address a local legislative body, such as the county board of supervisors, on any item of interest to the public before or during the legislative body's consideration of the item:

(a) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2. *However, the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, before or during the committee's consideration of the item, unless the item has been substantially changed since the committee heard the item, as determined by the legislative body. [Italics added.]*

At the meeting on November 12, 2013, all "interested members of the public" were afforded an opportunity to address the full Board of Supervisors on the subject of the proposed resolutions: 1) certifying the environmental impact report ("EIR") on the General Plan Update, and 2) adopting the General Plan Update. The public comment portion of the public hearing on the matter was closed on November 12, 2013, and the matter was continued to December 17, 2013. Since those resolutions, the EIR, and the General Plan Update *were not* "substantially changed" when considered again by the Board of Supervisors at the meeting on December 17, 2013, the agenda on December 17, 2013, "need not provide" yet another opportunity for public comment.

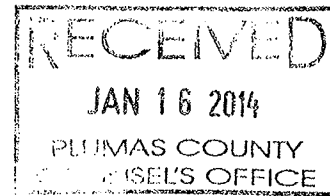
Also, while there was no violation of the Brown Act at either meeting, the remedy you have invoked in Government Code section 54960.1 to have the actions declared null and void if not corrected after a written demand to "cure and correct" does not apply to an alleged violation with regard to the public comment right afforded by Government Code section 54954.3. Notably, Government Code section 54960.1 applies only to violations of sections 54953, 54954.2, 54954.6, or 54956.5, of the Government Code and makes no mention section 54954.3.

Notice is hereby given pursuant to subdivision (c)(2) of Government Code section 54960.1 of the Plumas County Board of Supervisors' decision to not cure or correct the challenged actions taken on November 12, 2013, and/or December 17, 2013, as demanded in your "Notice and Opportunity to Cure" dated January 16, 2014.

DATE: January 16, 2014

TO: Plumas County Board of Supervisors ("Board")

FROM: Todd Andersen
Dan H. Bailey
Mary Bleichner
Loren Perkins
Ronda Perkins
Dean Wilson



SUBJECT: NOTICE AND OPPORTUNITY TO CURE

Dear Mr. Chairman and Members of Board:

This letter is to call your attention to what; we believe was no more than a mock or sham hearings violating the public's right to a fair hearing. The public's has a right to a fair hearing wherein the public has the right to challenge the veracity of the counties documentation and testimony of the counties witnesses without the three minutes per person of public comment. Additionally the Board refusal to open the floor to comment after closing the floor for deliberation and allowing the staff, attorneys and consultants (*all paid proponents*) of the EIR and General Plan Update was a material violation of the Ralph M Brown Act in two different hearings.

The nature of the violations is as follows: The undersigned and those similarly situated did not receive their right to be heard regarding policies, rules or regulations; thus were denied their rights, 1) to be heard, a due process violation and 2) the right to a fair hearing.

FIRST — PLUMAS CO. BOARD SUPERVISORS MEETING November 12, 2013

The agenda for the November 12, 2013 meeting at pg. 4, item #7, 1:30 P.M. – PLANNING – Randy Wilson (*See true and correct copy of the December 17, 2013 agenda pg. 01 to 05 of 77 pages attached as EXHIBIT 01 and incorporated as if fully stated herein.*)

This agenda item provided:

PUBLIC HEARING of the Plumas County Board of Supervisors to consider the following matters in regard to the General Plan Update. Discussion, possible action and/or direction to staff.

- A. Adopt RESOLUTION making finding and Certification of the Final Environmental Impact Report (FEIR #85) for the General Plan Update. Roll call vote.
- B. Consideration of changes to the General Plan Update due to:
 - 1. changes required by the Final Environmental Impact Report (FEIR),
 - 2. minor editorial changes by staff which do not substantially change the Project Description contained in the Draft Environmental Impact Report (FEIR)

3. any other changes that the Board of Supervisors may wish to consider

C. Adopt **RESOLUTION** adopting the General Plan Update (Goals and Policies Report) with Modifications required by the Final Environmental Impact Report and Minor Editorial Modifications. **Roll call vote**

After this item was closed to the floor for public comment for “discussion among the Board” staff was called and provided a staff report which was substantially and materially different from the report submitted to the Board on November 12, 2013.

Mr. Todd Andersen one of the undersigned and a resident of Plumas County living in Indian Valley raised his hand to ask a question regarding a point that came to his attention after the floor was closed to public comment regarding a dialog between Planning Director, Randy Wilson and Supervisor Sharon Thrall was told the floor was closed he was out of order and not allowed to ask a question.

First, the “BOARD OF SUPERVISORS STAFF REPORT” dated November 12, 2013 was 7 pages with roughly 6 ½ page of text.

Attachments to this Staff Report:

Additional Planning Commission Recommended Findings — [13 pages]
Board of Supervisors Resolution 09-7543, requesting an OPR extension — [7 pages]
Proposed Board of Supervisors Resolution regarding Final Environmental Impact Report — [2 pages]
Proposed Board of Supervisors Resolution Regarding changes to Goals and Policies Report (General Plan Update) — [354 pages]
Matrix of Changes to the General Plan Update from FEIR (October 29, 2013) — [29 pages]
Staff Summary of General Plan Policies (October 30, 2013) [16 pages]
Staff report for the Planning Commission public hearing (October 17, 2013) — [16 pages]
Letters received by the Planning Commission (July 18, 2013 and October 17, 2013) — [54 pages]
Draft Planning Commission minutes (July 18, 2013) — [9 pages] **[NOTE ALSO: The minutes for this meeting have never been approved]**
Draft Planning Commission minutes (October 17, 2013) — [10 pages] **[NOTE ALSO: The minutes for this meeting have never been approved]**
Plumas County General Plan Update (with additions proposed by the Final EIR and the Planning Commission in red font) — [250 pages]

Under separate cover:

Final Environmental Impact Report for the General Plan Update (July 2013) and CEQA — [630 pages]
Findings and Statement of Overriding Consideration (July 2013) — [13 pages]

Beside the fact there was over one thousand pages of attending documents that the undersigned believes was available only to those familiar with the computer, internet access and the ability to download documents.

This so sham or mock hearing included the above referenced documents which a citizen would necessarily have to review; in order to be prepared with an informed, educated and meaningful response.

i. "As the draft Environmental Impact Report is supposed to do, engage the public in its review and any information that is incorrect or that can be found to be incorrect that's what happens." (*Video — Colen Shay Consultant — November 12, 2013 meeting at the Plumas County Fairgrounds*)

Additional there problems with the public meeting (*also denominated a "public hearing"*) in the at caption line for agenda number seven (7) that are following:

1. The agenda item did not list or provide copies of the supporting documentation within this item; however there was a reference to the supporting documentation for agenda item #7, attached as the last document for the regular agenda. The only reasonable explanation why it was not referenced with agenda item #7 was it was intended not to be found by a member of the public looking for the support to agenda item 7.
2. There could have been a reference made with agenda item, however it is clear the ruse was successful because Mr. Dan H. Bailey was only able to find it after wading through all the attending documents to the regular agenda items was the reference found.
3. It was clear in watching the Board discuss the agenda EIR and General Plan Update that County Counsel, Craig Settemire played an unusual role in the meeting. It was clear that the Board looked to him for answers and a one point when Supervisor Kennedy who was trying to make since of paperwork in front of him, Settemire walked over behind him, reaching down with a pen and made an entry (*appearing in the video, to strike a word or words and underling a word or words*) and nothing was said by either Supervisor Kennedy or County Counsel identifying or disclosing what his surreptitious entries were; or why he made them.
4. Additionally County Counsel sat beside the Board Chairman appearing without an identification plate appearing to be a board member himself instead of sitting apart from the Board as an auxiliary to the board. At several points he can be observed whispering instructions to the Chairman and different supervisors.
5. He instead of Chairman Swofford, announcing what was done in closed session (agenda item #6) the announcement was not made after closed session it was announced by County Counsel after on addenda item #7. To be clear this was not done after reconvening from closed session it was done just before closing the meeting. Clearly it was not done in compliance with Cal. Gov. Code § 54957.1, it was done out of order and County Counsel who should have been merely an observer. To one that didn't know who where the Board members it would appear that he was a Board member and not an auxiliary advisor to the Board.
6. In this meeting the undersigned believes that County Counsel appeared to be usurping the office of supervisor and directing the meeting acting with a conflict of office with his employers. County Counsel is presumed to be a licensed attorney, thus he knows or reasonably should know he is subservient to the Board, sitting at their pleasure and having contract signed by the Board and pay rate set by the Board; thus holding a illegal conflict of office.
7. Not only does he have a conflict of office he also sits in a conflict of interest as he has attended Planning Commission meetings and then sits of the Board at the same time placing him in a conflict of interest.
8. He also has a conflict of interest in the instant action being Plumas County's defense attorney that received letters pro and con regarding the Planning Commission Action regarding the EIR and the General Plan.

9. He is also the defense attorney of record for the actions in closed session, while at the same time he purports to be in an advisor to the Board.

TURNING TO THE MINUTES for regarding agenda item #7:

Following further discussion, **Motion: recognizing that the public hearing is closed, continue this matter to a regular meeting of the Board of Supervisors of December 17, 2013 to allow time for staff to review correspondence received at a late date,** Action:

Approve, **Moved by Supervisor Thrall, Seconded by Supervisor Kennedy.**

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

Yes: Supervisor Goss, Supervisor Kennedy, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall. [Bolding and underling added]

It is clear that the sham public hearing which had allegedly been closed to public comment was moved (continued) to December 17 for the express purpose to allow time for staff to review correspondence received at a late date including letter involving potential litigation. How ever as will be made clear *infra*, the letters and the threat of litigation was not addressed in the subsequent December 17, 2013 meeting.

The specific problem regarding the update to the EIR and the General Plan was **the public only allowed three minutes of comment time and were not allowed to ask question directly to Board member, staff, the attorneys or the paid consultants. The Public has never been given an opportunity to question the Board, staff, attorney's or consultants** regarding the misinformation in the EIR and / or General Plan.

After what was loosely termed the public comment period was closed the Board engaged the "staff" including the attorneys and consultants (*all beneficially interested proponents each being paid by the county*) of the EIR and General Plan Update. The general discussion during what was described as "closed" debate only between the Board the Board recalled what they loosely termed "Staff" including Mr. Randy Wilson – Planning Director and the attorneys, who discussed various problems and provisions of the General Plan.

During the several exchanges between the Board and staff new information was disclosed.

In particular a lengthy dialog between Supervisor Kennedy and the staff (*including the paid the attorney and the consultants*) regarding 1) the fact that the EIR contained an identified error regarding the Greenhouse Gas Emissions that he acknowledged that had been brought to the attention of the Board by citizens without identifying who. He stated the Greenhouse Gas Emissions were not legally required to be part of the EIR. However he later he reversed himself stating they could not be taken out without elaborating on why they could not be removed.

While Supervisor Kennedy and other members of the Board freely expressed their opinions and the attorneys and consultants expressed their legal conclusions on various points regarding the EIR and the General Plan; the floor remained closed to the public and was never opened again for public comment on the newly disclosed information.

At one point when the hearing was closed to the public Dan H. Bailey a citizen living in Plumas County in the community of Storrie, California (*also one of the undersigned*) stood up toward the back of the room and advised the Board they were in violation of the Brown Act for closing the hearing to debate even after new information was before the Board that had not been previously discussed or disclosed.

At one point Todd Andersen a citizen of Plumas County living in Indian Valley raised his hand and tried to as a question.

The Chairman (*with is microphone waving*) capriciously and arbitrarily cut him off not allowing the question to even be stated.

We the undersigned believe this was a violation Mr. Bailey and Mr. Andersen to criticize the Board.

- 1) It was a violation of the Brown Act and more specifically the right to be heard before or during deliberation or after deliberation.
- 2) It was a violation or denial of Mr. Andersen and the public's right to be heard and to question or examine what may be loosely termed "*evidence*" being presented by staff and the attorneys.
- 3) This was a denial of the public's right to address the Board regarding the very questionable documentation (and / or lack of) factual documentation with the potential of impacting the uses and value of Mr. Andersen's private property and home in Indian Valley.
- 4) It was a denial of a free speech right. Recognizing the general rule regarding a body's right to reasonably restrict a comments (*as in the instant case, to 3 minutes*) if a body refuses to allow an interested or effected person the right to speak summarily and arbitrarily it can be a violation of one right to free speech. (*Leventhal v. Vista Unified School Dist. (1997) 973 F.Supp. 951; Baca v. Moreno Valley United School District (1996) 936 F.Supp. 719*)

Additionally when the Board close the public comment and went into deliberation among them selves it does not mean it includes the counties beneficially interested proponents (*de facto witness*) should be allowed to speak and present new comments, de facto evidence and legal conclusions without opening the floor to public to comment, examine the witnesses or the documents.

THE VIOLATION:

This was in clear in violation of the Brown Act which provides in pertinent part:

C. Public Testimony

Every agenda for a regular meeting shall provide an opportunity for members of the public to directly address the legislative body on any item under the subject matter jurisdiction of the body. With respect to any item which is already on the agenda, or in connection with any item which the body will consider pursuant to the exceptions contained in section 54954.2(b), the public must be given the opportunity to comment before or during the legislative body's consideration of the item. (*Cal. Gov. Code § 54954.3(a)*) (*THE BROWN ACT, OPEN MEETINGS FOR LOCAL LEGISLATIVE BODIES (2003) California Attorney Generals Office, Office of the Attorney General Bill Lockyer, Attorney General at pg. 18-19*)

Public meetings of governmental bodies have been found to be limited public fora. As such, members of the public have broad constitutional rights to comment on any subject relating to the business of the government body. Any attempt to restrict the content of such speech must be narrowly tailored to effectuate a compelling state interest. Specifically, the courts found that policies that

prohibited members of the public from criticizing school district employees were unconstitutional. (Leventhal v. Vist Unified School Dist. (1997) 973 F. Supp. 951; Baca v. Moreno Valley Unified School Dist. (1996) 936 F.Supp. 719.) These decisions found that prohibiting critical comments was a form of viewpoint discrimination, and that such a prohibition promoted discussion artificially geared toward praising (and maintaining) the status quo, thereby foreclosing meaningful public dialogue. (*THE BROWN ACT, OPEN MEETINGS FOR LOCAL LEGISLATIVE BODIES* (2003) California Attorney Generals Office, Office of the Attorney General Bill Lockyer, Attorney General at pg. 19-20)

In the end however the meeting was continued because there was concern expressed that if the vote went forward it might be later impacted by the letters that might suggesting a lawsuit was going to be filed against Plumas County. There was not identification of the person or persons who sent the last minute the letters, however one in particular apparently indicated there was a real threat of a legal action being filed regarding the item if it the Board for vote. Therefore it was decided that the public hearing would be continued to December 17, 2013 in order to the staff and legal counsel to review the letters.

SECOND — PLUMAS CO. BOARD SUPERVISORS MEETING November 12, 2013

On December 17, 2013 the Plumas Board of Supervisors held a regular meeting. (*See true and correct copy of the December 17, 2013 agenda pg. 01 to 05 of 77 pages attached as EXHIBIT 02 and incorporated as if fully stated herein.*)

The nature of the violations is as follows: The undersigned and those similarly situated did not receive their right to be heard regarding policies, rules or regulations; thus were denied their rights, 1) to be heard, a due process violation and 2) the right to a fair hearing.

In this meeting of December 17, 2013 the Plumas Board took actions to adopted both Resolutions #13-7930 and #13-7931 without allowing (*the undersigned and those, similarly situated citizens and public persons in attendance*) the right to address the Board regarding the subject matter (*as referenced supra*) of the Public Hearing. When a public meeting is called the public as a right to appear and address the Board in the period allotted for public comment.

Plumas County General Plan Update: On November 12, 2013, the Board of Supervisors conducted a pubic hearing. The Board received comments from the public and the de facto¹ public hearing was closed. The matter ied public N, one which may jeopardize the finality of the action taken by the Plumas County Board of Supervisors on December 17, 2013 in adopting:

1. RESOLUTION 13-7930 Certifying the Final Environmental Impact Report (FEIR #85) for the General Plan Update.
2. RESOLUTION 13-7931 adopting the General Plan Update (Goals and Policies Report) with Modifications required by the Final Environmental Impact Report (FEIR #85) and Minor Editorial Modifications.

In regard to a Public Hearing the citizens (and persons present) have significantly different rights when the matter before board is of interest or may affect or impact (*positive or negative*) the persons private property rights. In a Public Hearing the party and / or parties affected have a “right to appear and give evidence and also right to hear and examine witnesses whose testimony is presented by opposing parties²”.

This meeting December 17, 2013 agenda item 5, set for 1:10 P.M. was actually a continuance of the meeting held November 12, 2013 at the Plumas County Fairgrounds (there listed in the agenda #7) as:

Agenda item #5, read as follows:

Plumas County General Plan Update: On November 12, 2013, the Board of Supervisors conducted a public hearing. The Board received comments from the public and the public hearing was closed. The matter is now before the Board today for discussion, possible action, or other direction to staff, as follows:

- A. Adopt **RESOLUTION** Certifying the Final Environmental Impact Report (FEIR #85) for the General Plan Update. **Roll call vote**
- B. Adopt **RESOLUTION** adopting the General Plan Update (Goals and Policies Report) with Modifications required by the Final Environmental Impact Report (FEIR #85) and Minor Editorial Modifications. **Roll call vote**

There were no attachments of attending documents listed in the agenda #5, however we later learned the attending documents were available on the Plumas County website. That may be satisfactory for those who have 1) computer, 2) a printer, 3) internet access and 4) the computer skills necessary to download and print the documents.

However that process is not sufficient to provide availability for those who 1) have no computer, 2) have no printer, 3) have no internet access, 4) or computer skills to download files.

The Plumas County website lists the following documents:

Non-Governmental Organizations mentioned in General Plan Update — [****** New ****; 1 page**]

Updated Table 1.3 — [****** New ****; 11 pages**]

Changes Implementing the General Plan section of the General Plan Update — [****** New ****; 2 pages**]

Addendum to the Final EIR — [****** New ****; 12 pages**]

Resolution certifying Final EIR (FEIR #85) for the General Plan Update — [****** New ****, 3 pages**]

Resolution adopting the General Plan Update — [****** New ****; 3 pages**]

The above referenced attachments were listed in the Plumas County website and among the attending were documents that had been modified or new documents that had not been made available to the public for review and comment.

PUBLIC MEETING DECEMBER 17, 2013 — 01:00 p.m.

(The following was transcribed by Dan H. Bailey from the video filmed by Susan Pierce, copy available upon request)

CHAIRMAN SWOFFORD: Before the Board today is for discussion and possible action, or other direction to staff as follows and there will be no public comment, nobody may comment from the public on what were doing is strictly between the Board.

After this statement Plumas County citizen living at Storrie, California Dan H. Bailey stood up in the back of the room and said:

DAN H. BAILEY: You are in violation of the Brown Act sir - -

CHAIRMAN SWOFFORD: -- No I am sorry - -

DAN H. BAILEY: Its open to deliberation and you should open it to comment afterwards --

COUNTY COUNSEL, RICHARD CRAIG SETTLEMIRE: Sir you are out of order, and huh we happen to disagree with you.

DAN H. BAILEY: You have been noticed!

CHAIRMAN SWOFFORD: Ok huh Randy . . .

RANDY WILSON, PLANNING DIRECTOR: For the record, Randy Wilson Planning Director, huh with me today Colleen Shay, one of the consultants on the project, Jim Muse huh an attorney consulting on this project, Ray Wise who's also consulting on the project, and Becky Duran with the planning department. I just want to run through agenda package that was brought forth to you today, hum, the staff report, with recommendations and other items, included with the staff report is a list of non-governmental organizations mentioned in the General Plan Update. An updated table 1.3 which is part of the General Plan which is part of the General Plan itself where we huh, completed all the boxes, huh changes to implementing the General Plan Update huh and that's a separate attachment and there is a, an addendum to the final EIR and its not a CEQA addendum in the since that we, you have already approved the EIR and if you have any questions on that Jim Muse can answer that and the staff report and the addendum itself is explained, huh and finally two resolutions, a resolution certifying the final EIR number 85 for the General Plan Update, that's the first resolution and then the second resolution which is proposed is an adoption of the General Plan Update and I am going to call your attention to that resolution, attached to the last resolution is huh the findings for approval and one of those attachments is labeled 2035 Plumas County General Plan Update CEQA findings and overriding considerations and other attachments are the findings that were recommended by the Planning Commission so in taking, if you decide to take that final action in approving that resolution those findings are attached to those resolutions.

UNKNOWN SPEAKER: From the last meeting - -

TODD ANDERSEN: Point of Order - -

UNKNOWN SPEAKER: From the last meeting - -

TODD ANDERSEN: Point of Order! - -

CHAIRMAN SWOFFORD: You are out of order - -

TODD ANDERSEN: When was the public supposed to have addressed the Board Then Randy Wilson took the microphone and proceed to start a review of the documents before the Board and asked to Board - -

CHAIRMAN SWOFFORD: Well if you don't, if you continue I am going to ask you to leave --

TODD ANDERSEN: I am asking for a point of order.

CLERK DaFORNO: *[Clerk DaForna leaves the room]*

TODD ANDERSEN: I am asking for a point of order.

CHAIRMAN SWOFFORD: Have a seat please.

TODD ANDERSEN: The public never got to address and have comments back from the Board, you are violating the Brown Act [pause] so no point of order in this room.

DAN H. BAILEY: I would agree with this gentleman - -

TODD ANDERSEN: No point of order in this room huh?

CHAIRMAN SWOFFORD: *[Bangs gavel twice]* Sit down or leave!

TODD ANDERSEN: Point of order Mr. Chairman, respond to that - -

CHAIRMAN SWOFFORD: We will wait until the Sheriff gets here - - *[pause here]*

TODD ANDERSEN: Continued corruption of this county

SUPERVISOR KENNEDY: *[Exits room]*

TODD ANDERSEN: I will leave on my own, but this is corruption. You never responded, the public never got opportunity to talk with this Board - -

CLERK DaFORNO: *[Enters room again]*

TODD ANDERSEN: In open question and answer session, ever, not for one minute, you had stated that - -

DAN H. BAILEY: You have accepted no testimony, before this Board that I am aware of - -

COUNTY COUNSEL SETTLEMIRE: The public hearing has been closed, the public comment
--

TODD ANDERSEN: - - You have said that, because of - -

COUNTY COUNSEL SETTLEMIRE: - - You have not been recognized, by the Chair, you are out of order - -

TODD ANDERSEN: I am making a point of order - -

COUNTY COUNSEL SETTLEMIRE: You are disrupting this meeting, and if you don't - -

TODD ANDERSEN: - - No!

COUNTY COUNSEL SETTLEMIRE: And if you don't - -

DEAN STANDS: I am out of order then - -

TODD ANDERSEN: Are you, are you the Chairman? - -

DEAN WILSON: I attended the last meeting and you guys did not listen to anything

[Mary Bleichner in back row stands]

[Ronda Perkins in back row stands]

DAN H. BAILEY: You have brought up new matters

[Loren Perkins in back row stands leaving the entire row standing]

TODD ANDERSEN: - - And you have never answered any questions - -

DAN H. BAILEY: The public has not been allowed to hear about it or comment on - - was this submitted by counsel, your attorneys are out of order here, your proper attorney that does not have a conflict of office is the District Attorney, he is the one that should be sitting in that chair not County Counsel, you need to check that, County Counsel needs to check his conflict of office - -

UNKNOWN VOICE: Conflict of interest - -

COUNTY COUNSEL SETTLEMIRE: Mr. Chairman my recommendation would be that you have the clerk - - they are on the way - - I recommend that you suspend this meeting for the time being until law enforcement arrives.

TODD ANDERSEN: No point of order in this room?

SUPERVISOR KENNEDY: *[Re-enter room]*

COURT SECURITY: Let's go out

TODD ANDERSEN: No point of order *[as he starts out]*

[Dan H. Bailey, Mary Bleichner, Ronda and Loren Perkins exit room and Dean Wilson sits down]

CHAIRMAN SOWFFORD: Sir *[Referring to Dean Wilson]* - -

DEAN WILSON: *[who was seated]* No I want to listen. I have said my piece now, I am going to listen.

COUNTY COUNSEL: *[Leans over to Chairman Swofford speaking but can't be heard]*

CHAIRMAN SWOFFORD: Re-open the meeting *[tapping the gavel]*

RANDY WILSON, PLANNING DIRECTOR: All right, I think I got through all the items in the staff report, um there were issues, after the close of the public hearing on November 12, and the staff report reflects those, the first is the Greenhouse Gas Report, and huh there was some discussion on the Board of making a resolution, huh to determine the Greenhouse Gas Report included in the Greenhouse Gas Report shall not be used to, in the base line inventory associated with any undertaking by Plumas County to reduce the Greenhouse Gas Emissions. Huh there is a statement in the resolution certifying the EIR to that effect. That's what we are recommending. There is also included the non-governmental organizations in the proposed General Plan, this was voiced as a concern, this is where I go to the attachment where we provided a list of those organizations and I will go through that. The first one is County Chambers of Commerce that occurs in the economic elements and the conservation and open elements is the North West Information Center which is the Chico State University, huh, and they assist in agrological reports and in the Forest element is the Farm Bureau and the Ag and Forest element policy 1.7.3 is the Farm Bureau, 4-H and FAA [FFA?] and the implementation measure - - that element mentions the Plumas Sierra Farm Bureau, and the Cattleman's Association and the implementation in that element mentions the Food Policy Council and the water element there is a mention of the California Urban Water Conservation Council which some members represent government agencies and some members do not. We have included that for your discussion as an attachment. Huh, there was a discussion of changing the wording on policy 8.92, this policy states timber resource lands shall only be used for purposes that are compatible with timber production, such as production of other wood products, biomass materials, mineral resource extraction, grading, recreation, carbon sequestration, wildlife habitat and migratory corridors. There was discussion that, that word being, huh to add to that language, to that policy huh, but not limited to and staff proposed modifying language to that effect. The Board also discussed the definition of sustainability, huh with some discussion of removing the last word to that definition and prosper. That policy would then read the community use and natural resource in such a way that does not jeopardize the ability of future generations. There may be more items meeting today . . .

COUNTY COUNSEL, SETTLEMIRE: Mr. Chairman, this is your opportunity, the Boards opportunity to discuss this matter among themselves, as has been mentioned the public hearing has been closed and the time for public input has passed, huh this meeting was continued to today allow staff to put together the material that you have here before you, so this is an opportunity for the Board members to discuss among themselves, if you have any questions for staff or legal counsel, we would be prepared to - -

CHAIRMAN SWOFFORD: Does any member of the Board have any questions?

MINUTES for December 17, 2013, agenda item #5 provide:

Plumas County General Plan Update: On November 12, 2013, the Board of Supervisors conducted a public hearing. The Board received comments from the public and the public hearing was closed. The matter is now before the Board today for discussion, possible action, or other direction to staff as follows:

A. Adopt RESOLUTION Certifying the Final Environmental Impact Report (FEIR #85) for the General Plan Update. **Roll Call Vote**

Motion: Adopt RESOLUTION No. 13-7930 Certifying the Final Environmental Impact Report (FEIR #85) for the General Plan Update. Action: Approve, Moved by Supervisor Thrall, Seconded by Supervisor Kennedy.

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

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

B. Adopt RESOLUTION adopting the General Plan Update (Goals and Policies Report) with Modification required by the Final Environmental Impact Report (FEIR #85) and Minor Editorial Modifications. **Roll call vote**

Motion: Adopt RESOLUTION No. 13-7931 adopting the General Plan Update (Goals and Policies Report) with Modifications required by the Final Environmental Impact Report (FEIR #85) and Minor Editorial Modifications, **Action:** Moved by Supervisor Thrall, Seconded by Supervisor Kennedy.

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

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

BROWN ACT AND CONSTITUTIONAL RIGHTS VIOLATIONS:

In review, particularly in light of the partial transcript above it is clear that the Board, County Counsel and staff were arbitrary, capricious, willfully and intentionally ignoring the mandate of the Peoples legislature regarding the necessity of Public participation in public meetings.

We as citizens are governed by our consent and our consent is given when we have a representative government only passing such law that are written in ordinary and concise language so as to be clearly understandable to those persons subject to the legislative acts.

In the instant matter members of the public that were present and voiced their discontent with the Board's indifference toward the public's right to be heard, regarding what appears to be a very vague and poorly drafted EIR and General Plan that is being imposed against the will of the people. Those that stood up and voiced their dissatisfaction were removed by Court Security against their free will.

It is clear the Board, County Counsel and staff could care less about the good citizens of the County that elected them.

Public hearing. Public hearing before any tribunal or body means right to appear and give evidence and also right to hear and examine witnesses whose testimony is presented by opposing parties. North State, Astor, Lake Shore Drive Ass'n v. City of Chicago, 131 Ill.App.2d 251, 266 N.E.2d 742, 746. (Black's Law Dictionary, 6th ed., (1990) pg. 1229, col. 1)

Fair Hearing. The city council was obligated to be fair and impartial. (Haas v. County of San Bernardino (2002) 27 Cal.4th 1017, 1024-1026; Nightlife Partners v. City of Beverly Hills (2003) 108 Cal.App.4th 81, 90-91.) Its duty to discharge its powers responsibly is especially weighty when, as here, the city asserts the ZA's decision did not constrain the council. We do not presume to tell the city council how it must conduct itself as a legislative body. Here, however, the city council was sitting in a quasi-judicial role, adjudicating the administrative appeal of constituents. A fundamental principle of due process is "he who decides must hear." (Vollstedt v. City of Stockton (1990) 220 Cal.App.3d 265, 276.) The inattentiveness of council members during the hearing prevented the council from satisfying that principle. (Haas v. County of San Bernardino (2002) 27 Cal.4th 1017, 1024 ["due process requires fair adjudicators in administrative tribunals"]; Henderling v. Carleson (1974) 36 Cal.App.3d 561, 566 [takes as a given that administrative decision maker listens at hearing] disapproved on another point by Frink v. Prod (1982) 31 Cal.3d 166, 180; Chalfin v. Chalfin (1953) 121 Cal.App.2d 229, 233 [fact finder must listen to the evidence before making a decision].) Sitting as "judges" in the appeal, the council was obligated to pay attention as is the obligation of sitting members of the judiciary. (Accord, In re Grossman (1972) 24 Cal.App.3d 624, 629 ["Members of the bar have the right to expect and demand courteous treatment by judges . . ."]; Model Code of Judicial Conduct Canon 3 (B)(4) (American Bar Association 2000) ["A judge shall be patient, dignified and courteous to litigants, jurors, witnesses, lawyers and others with whom the judge deals in an official capacity . . ."].) The council's distraction with a multitude of other things during the hearing is especially troubling because it was reversing its own zoning administrator who took great care to reach his decision. It is not our province to insist that the council members consider every word of every witness. Good judgment and common sense are entitled to prevail. (Vollstedt v. City of Stockton, supra, 220 Cal.App.3d at p. 276.) Here, however, the tape shows the council cannot be said to have made a reasoned decision based upon hearing all the evidence and argument, which is the essence of sound decision making and to which LSHS was entitled as a matter of due process. Accordingly, we reverse and remand. (Lacy St. Hospitality Serv., Inc. v. City of Los Angeles, (2004) 125 Cal.App.4th 526)

THE BROWN ACT

PUBLIC RIGHTS PUBLIC TESTIMONY: Public may comment on agenda items before or during the legislative body's consideration of the item as provided in pertinent part Cal. Gov. Code § 54954.3:

(a) Every agenda for a regular meeting shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, **before or during the legislative body's consideration of the item**, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any time not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2. [Bolding and underling added]

PREAMBLE BROWN ACT

Public commissions, boards, councils and other legislative 54950 Ch. I bodies of local government agencies exist to aid in the conduct of the people's business. The people do not yield their sovereignty to the bodies that serve them. The people insist on remaining informed to retain control over the legislative bodies they have created.

As the Plumas County Board of Supervisors are aware, the Ralph M Brown Act creates specific agenda obligations for notifying the public with a "brief description" of each item to be discussed or acted .and also creates a legal remedy for illegally taken actions—namely, the judicial invalidation of them upon proper findings of fact and conclusions of law.

As provided by section 54960.1, you have 30 days of the receipt of this demand to either cure or correct the challenged action or inform the undersigned of your decision not to do so. If you fail to cure and correct as demanded, such inaction may lead me no resource but to seek a judicial invalidation of the challenged action pursuant to section 54960.1, in which case we will ask the court to award our costs including reasonable attorney fees in this matter, pursuant to section 54960.5.

Pursuant to that provision (Government Code Section 54960.1), we the undersigned demand that the Plumas County Board of Supervisors "CURE AND CORRECT" the illegally taken actions on November 12, 2013 and December 17, 2013 as follows:

Striking:


1. RESOLUTION 13-7930 Certifying the Final Environmental Impact Report (FEIR #85) for the General Plan Update; and
2. RESOLUTION 13-7931 adopting the General Plan Update (Goals and Policies Report) with Modifications required by the Final Environmental Impact Report (FEIR #85) and Minor Editorial Modifications.
3. Republishing and circulating the EIR and General Plan.
4. Resetting the matters for a fair public hearing wherein the public has:
 - 1) A neutral hearing body;
 - 2) The right to present evidence;
 - 3) The right to examine and present rebuttal evidence;
 - 4) The right to directly examine and confront witnesses.
- 5) Disqualify County Counsel as advisor to the Board of Supervisors and restore the position to the County of Plumas.

SIGNATURE PAGE


We the undersigned declare under the penalty of perjury under the laws of the State of California.

Respectfully submitted,


Date: 1/16/14


Todd Andersen
PO Box 77
Crescent Mills, California 95934

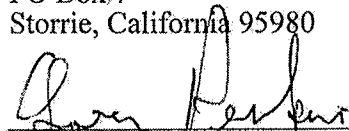
Date: 1/16/14


Dan H. Bailey
PO Box 7
Storrie, California 95980

Date: 1-16-14



Mary D. Bleichner
PO Box 7
Storrie, California 95980

Date: 1-16-14


Loren Perkins
PO Box 74
Storrie, California 95980

Date: 1-16-14

R.S. RHONDA


Rhonda Perkins
PO Box 74
Storrie, California 95980

Date: _____

Dean Wilson
5386 Chandler Rd.
Quincy, California 95971

¹ **De facto.** In fact, in deed, actually. This phrase is used to characterize an officer, a government, a past action, or a state of affairs which must be accepted for all practical purposes, but is illegal or illegitimate. Thus, an office, position or status existing under a claim or color of right such as a de facto corporation. In this sense it is the contrary of de jure, which means rightful, legitimate, just, or constitutional.

"De facto doctrine" will validate, on grounds of public policy and prevention of failure of public justice, the acts of officials who function under color of law. People v. Davis, 86 Mich.App. 514, 272 N.W.2d 707, 710. As to de facto Corporation; Court; Domicile; Government, Merger, and Officer, see those titles. (Blacks Law Dictionary 6th ed., (1990) pg. 416, col. 1)

² **Public hearing.** Public hearing before any tribunal or body means right to appear and give evidence and also right to hear and examine witnesses whose testimony is presented by opposing parties. North State, Astor, Lake Shore Drive Ass'n v. City of Chicago, 131 Ill.App.2d 251, 266 N.E.2d 742, 746. (Black's Law Dictionary, 6th ed., (1990) pg. 1229, col. 1)

BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHERRIE THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JON KENNEDY, DISTRICT 5



February 04, 2014

The Honorable Ira Kaufman
Presiding Judge
Plumas Superior Court
520 Main St., Room 304
Quincy, CA 95971

Re: Response to Grand Jury Report

Dear Judge Kaufman:

This will acknowledge receipt of your letter dated January 15, 2014, concerning the timeliness of the Plumas County Board of Supervisors response to the 2012-2013 Plumas County Grand Jury Report. The Plumas County Board of Supervisors will provide timely responses to future Plumas County Grand Jury reports as provided by Penal Code section 933(c).

Respectfully,

Plumas County Board of Supervisors

By _____
Jon P. Kennedy, Chair

Cc: David Hollister, Plumas County District Attorney
Craig Settlemire, Plumas County Counsel
Greg Hagwood, Plumas County Sheriff
Dennis Doyle, 2012-2013 Grand Jury Foreman
Jim Liljefelt, 2013-2014 Grand Jury Foreman




GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

3A1

Memorandum

DATE: January 21, 2014
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of February 4, 2014

It is recommended that the Board:

Adopt Resolution to increase AB109 Deputy Sheriff Allocation from 1.0 to 2.0 FTE. Authorize the Sheriff to fill this new position.

Background and Discussion:

As AB 109 continues into its third year since inception, the need for additional deputy sheriff supervision is increasing. This demand for deputy sheriff time includes but is not limited; to home inspections, random searches of offenders and their residences, compliance with programing, and transportation from state facilities.

This additional deputy sheriff position will work closely with Plumas County Probation Officer and the Courts in assuring compliance from all offenders within this program.

RESOLUTION NO. _____

**RESOLUTION TO AMEND THE PLUMAS COUNTY POSITION ALLOCATION FOR
BUDGET YEAR 2013-2014 TO INCLUDE 1.0 FTE DEPUTY SHERIFF I OR II WITHIN THE
DEPARTMENT OF SHERIFF AB109**

WHEREAS, the Board of Supervisors, through adoption of the budget, allocates positions for the various county departments each fiscal year; and

WHEREAS, during the fiscal year the Board of Supervisors may amend the position allocation by resolution; and

WHEREAS, it has been requested by the Sheriff due to the shifting of the responsibilities to the County for incarceration and supervision of a broad range of felons to increase staffing by 1.0 FTE Deputy Sheriff within a new department established for the AB109; and

WHEREAS, due to the influx of offenders and the possible result of overcrowding in the jail, the use of electronic monitoring, work and educational programs for sentence inmates as well as home arrest programs will need to be developed and staffed appropriately; and

WHEREAS, this position will be monitoring offender's participation and progress in these programs; assisting Probation Department with its monitoring; working patrol and corrections; and being the liaison between the Courts, District Attorney's Department and Probation; and

WHEREAS, the Community Corrections Partnership (CCP) has developed a 2013 Implementation Plan allocating funding for an additional Deputy Sheriff position; and

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

1. This position is contingent on the funding stream from AB109 and the approval of the Community Corrections Partnership.
2. Approve the amendment to the Position Allocation for budget year 2013-2014 to reflect the following:

<u>SHERIFF – AB109 Dept.# 70362</u>	<u>FROM</u>	<u>TO</u>
Deputy Sheriff I or II	1.0	2.0

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 4th day of February 2014 by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chairperson, Board of Supervisors

ATTEST:

Executive Clerk/Board of Supervisors

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
This position is funded through AB 109 to supervise offenders within Plumas County.
- Why is it critical that this position be filled at this time?
Assist Plumas County Probation to insure offender compliance.
- How long has the position been vacant?
N/A
- Can the department use other wages until the next budget cycle?
N/A.
- What are staffing levels at other counties for similar departments and/or positions?
Unknown.
- What core function will be impacted without filling the position prior to July 1?
The supervision of AB 109 offenders within Plumas County.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
N/A
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?
N/A
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
No.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
N/A

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

N/A

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

N/A




GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

3A2

Memorandum

DATE: January 21, 2014
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of February 4, 2014

It is recommended that the Board:

Adopt Resolution to increase the Animal Control Supervisor position from .60 to 1.0 FTE.

Background and Discussion:

With the recent personnel changes to the staffing at the Animal Shelter it has become necessary to increase the Supervisor's position from .6 to 1.0 FTE. This allocation will provide consistent supervision and support to the staff and volunteers. It will provide the Supervisor the time necessary to perform more difficult and complex duties.

This allocation can be made within the 2013-2014 Animal Control Budget without the need for additional funds.

RESOLUTION NO. _____

**RESOLUTION TO AMEND PLUMAS COUNTY POSITION ALLOCATIONS FOR BUDGET
YEAR 2013-2014 WITHIN 20428 ANIMAL CONTROL.**

WHEREAS, the Board of Supervisors, through adoption of the budget allocates positions for the various county departments each fiscal year; and

WHEREAS, Sheriff Hagwood has reviewed the operational needs of the Animal Shelter and has determined that it is in the best interest of the department to have a Supervising Animal Control Officer at full time; and

WHEREAS, the ability to increase the Animal Control Supervisor from .6 FTE to a 1.0 FTE can be made within the 2013-2014 Animal Control budget without additional funds; and

WHEREAS, this allocation change will provide consistent supervisor support to staff and volunteers at the facility; and

WHEREAS, it will provide the Animal Control Supervisor the time necessary to perform the more difficult and complex duties of the department; and

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

Approve the amendments to the Position Allocation for budget year
2013-14 to reflect the following:

<u>ANIMAL CONTROL 20428</u>	<u>FROM</u>	<u>TO</u>
Animal Control Supervisor	.60	1.0

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 4th day of February, 2014 by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chairperson, Board of Supervisors

ATTEST:

Executive Clerk/Board of Supervisors



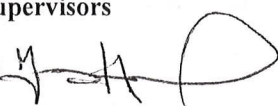
GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

3A3

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

Memorandum

DATE: January 15, 2014
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of February 4, 2014

It is recommended that the Board:

Authorize the Sheriff to hire a Dispatcher to back-fill a dispatch opening.

Background and Discussion:

For more than one year the Plumas County Sheriff's Office has had a vacant Dispatcher position awaiting a suitable candidate to pass the testing and background process. This is an allocated dispatch position and will be funded within the current Sheriff's Office budget with no additional General Fund contribution required.

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

This position has been historically allocated and funded.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

N/A




GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

3A4

Memorandum

DATE: January 14, 2014
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Item for the meeting of February 4, 2014

RECOMMENDATION:

Approve budget transfer for the Sheriff in the amount of \$10,000.00 from Travel – Out of County (527500) to Other Wages (51020).

BACKGROUND & DISCUSSION:

The FY 13/14 Administrative and Budgetary Controls require transfers to/from wages and benefits to be approved by the Board of Supervisors.

This is a budget transfer request for the Sheriff in the amount of \$10,000.00 transferring funds from Travel – Out of County (527500) to Other Wages (51020).

Funds are available for this transfer because vacant positions and a lack of shift coverage has resulted in less training being attended than was anticipated.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER _____

(Auditor's Use Only)

Department: SHERIFF Dept. No: 70330 Date 1/14/2014

The reason for this request is (check one):

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

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001S	70330	527500	TRAVEL - OUT OF COUNTY	10,000.00
Total (must equal transfer to total)				10,000.00

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001S	70330	51020	OTHER WAGES	10,000.00
Total (must equal transfer to total)				10,000.00

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.

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.

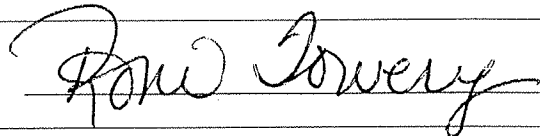
A) Transfer to cover shortage in account

B) Vacant positions & a lack of shift coverage have resulted in less training being attended than anticipated

C) Expenses will be incurred this fiscal year

D) N/A

Approved by Department Signing Authority:



☐ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller 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 Auditor/Controller. 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. Auditor/Controller will forward all signed, supplemental transfers to the Board 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 Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



Plumas County Office of Emergency Services

270 County Hospital Road #127
Quincy, California 95971

Phone: (530) 283-6367
Fax: (530) 283-6241

3B

Date: January 24, 2014
To: Honorable Board of Supervisors
From: Jerry Sipe
RE: Agenda Item for February 4, 2014

Recommendation: Continue discussion of potential drought-related impacts to Plumas County and establish a drought preparedness task force to coordinate activities.

Background and Discussion: As briefly discussed at the January 21, 2014 Board meeting, Plumas County could face various impacts associated with the ongoing drought ranging from an extreme fire season, domestic water rationing, water contingency planning, agriculture crop and livestock losses, and other economic impacts. To help monitor impacts, share information, recommend policies and track other drought-related issues that could affect county residents and landowners, it is recommended that the Board establish a drought preparedness task force to coordinate these activities.

As the drought progresses, the needs, role and makeup of the committee would likely change. To ensure this group is flexible and able to draw on local personnel, expertise and resources as conditions warrant, a subcommittee of the Board of Supervisors is recommended. Agency representation would be provided by Emergency Management/Environmental Health, Ag Commissioner's Office, Farm Advisor's Office, Public Works, Planning Department, Plumas County Flood Control and Water Conservation District, Housing and Community Development, Sierra and Indian Valley Resource Conservation Districts, Sierra Valley Groundwater Management District and others as needed.

Alternatively, the Board could choose to officially constitute a committee by appointing specific members or specific agencies. This option would require more formal meeting processes and procedures while offering less flexibility. The Board could also direct a department such as Emergency Management to develop a working group or ad hoc committee. This option provides great flexibility but less support for policy development and coordination. Regardless the structure, the charges of the group will include but are not limited to assessing impacts across the county, coordinating public information and outreach, planning and mitigation, and if needed, making policy recommendations to various county departments or the Board of Supervisors.

At this time, the Board is requested to establish a drought preparedness task force to coordinate drought preparedness activities. If you have any questions, please do not hesitate to contact me at 283-6367.

Thank you.



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 27, 2014

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Cc: Health & Human Services Cabinet


Agenda: Presentation Item for February 4, 2014

Subject: Update to the Board on Expanded Medi-Cal Managed Care

History and Background: As part of the governor's plan to reduce California's Medi-Cal costs, the California Department of Health Care Services (DHCS) expanded Medi-Cal managed care to 28 rural counties in order to provide more integrated care at a cost savings. Budget pressures precipitated a rapid transition that began in November 2013 for all 28 "expansion" counties. Providers in these counties were previously paid on a fee-for-service basis and were all transitioned to a managed care system. Plumas County is one of 18 counties under two health plans chosen by the state – Anthem Blue Cross and Centene a.k.a. California Health and Wellness Plan. The remaining counties operate under a single health plan in a County Organized health System model. Under the expansion, most eligible Medi-Cal beneficiaries are required to choose one of the managed care plans in order to receive health services.

The rapid implementation of transition of this magnitude, in areas with no previous managed care infrastructure, paired with limited local on-the-ground resources have created a number of challenges that directly impact access to quality, timely, coordinated care. Many communities in Plumas County, like many of the expansion counties, are designated health professional shortage area by the federal government, meaning the proportion of these professionals to residents can affect access to care. These counties are home to small communities sparsely dotted across mountain ridges, valleys and other remote areas, with many residents living in isolation.

Today's presentation will provide an update on the following key aspects of Med-Cal Managed Care Rural Expansion and conclude with a set of recommendations to improve its implementation.



Quality, Access and Coordination of Care Issues

- Inequitable service levels across coverage area due to providers opting not to contract with managed care plans.
- Ability of plans to be able to build infrastructure in remote areas that will guarantee services.
- Will plans be able to build the infrastructure in remote areas that will guarantee services?
- How will providers be retained, and what will the new managed care affiliations mean to those with private insurance.

Consumer Concerns, Participation and Protection Issues

- Inadequate outreach to beneficiaries resulting in lack of knowledge of plan membership, provider changes, and lack of services.
- Interrupted service to pre-existing patient/provider relationships and treatment plans.
- Few local level resources or capacity to assist consumers in navigating difficult health care coverage changes.
- Vast provider gaps, particularly in pharmacy, home medical services, specialty care, and transportation.
- Non-existent communication system between California Department of Health Care Services, Managed Care Plan, Counties, and Providers.

Local Infrastructure Issues

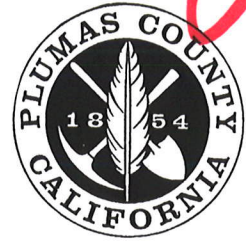
- Small group of medical providers.
- Lack of transportation services, with long travel distances in challenging geography and weather.
- No funding Health and Social Services infrastructure to support managed care implementation timed alongside Affordable Care Act rollout.
- System of Care in the infancy of integration, still largely fragmented.
- Higher service provision operational costs in rural areas not supported by managed care rates, affecting access to services.

Recommendations and Next Steps

- Collect data from providers, health and human service departments, and stakeholders from all rural expansion counties to assess the areas and magnitude of enrollment, utilization, care coordination and access issues.
- Disseminate results with county HHS and provider associations.
- Convene local stakeholder meetings with both health plans and share results with DHCS.
- Partner with organizations funded by the California Endowment to advocate for health care access, such as legal Services of Northern California.
- Participate in CMSP Planning and Benefits Committee workgroup to set parameters for county-based CMSP Outreach and Enrollment grants, funded by the California Endowment and DHCS.

PLUMAS COUNTY MENTAL HEALTH

Peter Livingston, LCSW, Director
270 County Hospital Road, Suite 109 Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045
plivingston@kingsview.org



MEMO

DATE: FEBRUARY 4, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PETER LIVINGSTON, LCSW, DIRECTOR

SUBJECT: BOARD AGENDA ITEM FOR FEBRUARY 4, 2014

REGARDING: RECEIVE, AUTHORIZE AND SIGN THE FIFTH AMENDMENT TO AGREEMENT BY AND BETWEEN PLUMAS COUNTY MENTAL HEALTH AND PLUMAS CRISIS INTERVENTION AND RESOURCE CENTER.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS: Authorize and sign the Fifth Amendment To Agreement By and Between Plumas County Mental Health and Plumas Crisis Intervention and Resource Center.

BACKGROUND AND DISCUSSION: Plumas County Mental Health has been collaborating with PCIRC, now referred to as The Resource Center, for a number of years. This year's contract represents an expansion of services previously rendered. Continuing services include: availability of the "Mental Health Cabin," a temporary housing resource; the Psychiatric Medication Program, which provides an emergency source for psychiatric medications; and funding of the Patient's Rights Advocate Stipend.

New services include: Case Management services for mental health clients and others involved in the Alternative Sentencing Program under AB109; funding for the Plumas Crisis Line, a 24/7 service to handle sub-acute crisis calls; support for the Bystander Project and related anti-bullying and suicide prevention efforts; support for the Suicide Prevention and Community Strengthening Project in Indian Valley; and \$55,050 of housing support services.

The contract has been approved as to form and signed by County Counsel. Copies of the full contract are on file with the Board of Supervisors. Specific details are provided below under the headings of "Scope of Services" and "Compensation and Deliverables."

SCOPE of SERVICES

1. Renewal and continue services funding for:
 - a. \$8,646 for Mental Health Cabin (temporary housing program). This cabin is maintained to shelter MH clients who are in immediate danger of being homeless. Services funded include oversight of clients

residing in the cabin as well as cabin maintenance. (Welfare and Institutions ("W&I") Code § 5813.5; W&I Code § 5806(a)(10))

b. \$3,350 for the psychiatric medication program to assist Mental Health clients needing financial assistance for psychiatric medication, and for whom other sources of funds are not available to provide such financial assistance. Referral made by MH staff. (W&I Code § 5813.5(a))

c. \$1,634 for the Patient's Rights Advocate Stipend. Covers transportation and other reimbursable costs incurred by Advocate in the course of performing duties. (W&I Code § 5840(b)(3), (4))

2. Funding for New Services

a. \$48,467 – Case Management services for Mental Health clients and others involved in the criminal justice system, particularly in Plumas County's Alternative Sentencing Program. The goal of these services is to assist in addressing the mental health issues that may have contributed to the involvement in the criminal justice system, so as to reduce the need for incarceration and subsequent criminal justice intervention. (W&I Code § 5840(d)(2)).

b. \$5,550 – Plumas Crisis Line – contribution to PCIRC's 24/7 crisis line, which provides early intervention for individuals contemplating suicide as well as facing other traumatic situations that have significant impacts on mental health status. Staffed by volunteers who have undergone 80 hours of training in a variety of topics. (W&I Code § 5840(e); W&I Code § 5600.4(a); W&I Code § 5840(d)(1)).

c. \$15,203 - Bystander Project/anti-bullying/ suicide prevention Project. This project is part of Plumas County's efforts to provide outreach and engagement with young people experiencing the mental trauma of bullying, which is a major factor in many cases of depression and suicide, and to participate actively in statewide efforts for teen suicide and bullying prevention. (W&I Code § 5840(d)(1), (3), (5)).

d. \$17,100 - Suicide Prevention and Community Strengthening Project. This project is part of Plumas County's efforts to provide outreach and engagement, and to participate actively in statewide efforts for teen suicide prevention. (W&I Code § 5840(d)(1)).

e. \$55,050 – Housing services encompassing emergency (motel sheltering), transitional, and permanency assistance (deposit, utility and other services required to maintain permanent housing) for Mental Health clients. Funds may also be used for innovative approaches to housing stability for Mental Health clients. (W&I Code § 5813.5; W&I Code § 5806(a)(10))

Compensation and Deliverables

1. Invoices:

- a. PCIRC shall invoice Plumas County Mental Health in arrears on a quarterly basis for one quarter of the contract amount (i.e., flat quarterly fee of \$38,750).
- b. Each invoice shall contain itemized expenditures, including administrative costs and overhead, allocated to each category listed in Exhibit A.
- c. All Invoices shall be accompanied by an itemized list of Deliverables.

2. Deliverables:

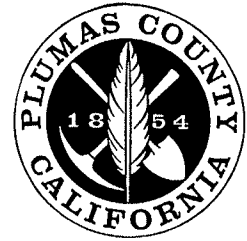
- a. Mental Health cabin. A confidential report will list the names of all clients who utilized the cabin during the quarter and the number of days each client occupied it, as well as a report on post-occupancy housing.
- b. The number of dollars that the MH cabin case manager billed to the grant.
- c. Psychiatric meds. A confidential list of clients who utilized this program, including names, types of meds and dosage purchased, and purchase amount.
- d. Itemized list of Patient Right's Advocate reimbursement and amount.
- e. Quarterly statistics on Crisis Line activity.
- f. Reports by Behavioral Health Case Manager, QHS Youth Educator, and IV Youth Summit Educator/Case Manager. Reports shall include;
 - 1) Narrative summaries of major activities
 - 2) Unduplicated count of client contacts
 - 3) Organized activities
 - 4) Meeting minutes, as appropriate
 - 5) Schedule of meetings
 - 6) Client feed back

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

Peter Livingston, LCSW, Director of Mental Health, is requesting that the Board of Supervisors approve and sign the fifth amendment to the contract with Plumas Crisis Intervention and Resource Center.

PLUMAS COUNTY MENTAL HEALTH


Peter Livingston, LCSW, Director
270 County Hospital Road, Suite 109 Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045
plivingston@kingsview.org



MEMO

DATE: FEBRUARY 4, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PETER LIVINGSTON, LCSW, DIRECTOR 

SUBJECT: AGENDA ITEM FOR FEBRUARY 4, 2014 BoS MEETING

REGARDING: REQUEST TO AUTHORIZE HIRING INTO 3 FTE VACANT AND ALLOCATED CLINICAL THERAPIST POSITIONS IN THE FOLLOWING JOB DESCRIPTION CATEGORIES: MENTAL HEALTH THERAPIST I or II or BEHAVIORAL HEALTH THERAPIST I or II.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS: Authorize the hiring into 3 FTE vacant and allocated clinical therapist positions in the following job description categories: Mental Health Therapist I or II or Behavioral Health Therapist I or II.

BACKGROUND AND DISCUSSION: Plumas County Mental Health has been in the midst of considerable internal reorganization. Two individuals who formerly held therapist positions are now filling management roles as Program Chiefs, which leaves their former allocated therapist positions vacant. In addition, the individual who formerly held the solely allocated Behavioral Health Therapist position which is dedicated to the AB109 and Alternative Sentencing Programs applied for, and was successful in obtaining a vacant Mental Health Therapist position, leaving the Behavioral Health Therapist position vacant. All three of these therapist positions are vacant allocated, and fully funded. When these positions are filled, PCMH will finally return to what has previously been considered to be a fully staffed level for therapists.

A current Organizational Chart is submitted herewith.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

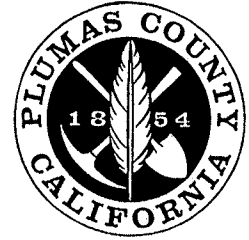
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

This information is provided for filling 3 vacant therapist positions.

- Is there a legitimate business, statutory or financial justification to fill the position? Yes, the need to provide an adequate number of clinical personnel to meet the ongoing needs of the community.
- Why is it critical that this position be filled at this time? These positions need to be filled to bring the Department back to full staffing levels.
- How long has the position been vacant? These positions have been vacant for a period of from 2 weeks to approximately 2 months.
- Can the department use other wages until the next budget cycle? This position will incur no expense to the General Fund.
- What are staffing levels at other counties for similar departments and/or positions? Staffing levels vary county-by-county.
- What core function will be impacted without filling the position prior to July 1? There will be a reduction of service availability to the community. Existing clients will not receive ongoing services as good ethical practice would indicate. There will be a decrease in staff resources to provide 24 hour crisis services.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? There will be a possible increase in liability exposure to the county as the result of a decrease in services and additional stress on remaining staff in terms of providing adequate emergency services.
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? This position is funded by MediCal and MHSA sources, and as such, the funding is expected to remain stable. In the event of a considerable reduction of funding, clinical positions can be eliminated, or the fiscal shortfall can be compensated for from departmental reserves.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? No.
- Does the budget reduction plan anticipate the elimination of any of the requested positions? No.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? As stated previously, no General Fund expenses will be incurred by the addition of this position.
- The Department has a prudent reserve fund.

PLUMAS COUNTY MENTAL HEALTH SERVICES

270 County Hospital Road, Suite 109 Quincy, CA 95971 (530) 283-6307 FAX (530) 283-6045



Peter Livingston, LCSW Director

DATE: January 27, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PETER LIVINGSTON, LCSW, DIRECTOR, DEPARTMENT OF MENTAL HEALTH

SUBJ: BOARD AGENDA ITEM FOR FEBRUARY 4, 2014

RE: APPROVE THE REHIRE OF REBECCA POWERS AT STEP C, SALARY RANGE 2009 THROUGH DEPARTMENTS MH - 70570 83% AND MHSA CSS - 70571 17%

PML

It is recommended that the Board: Approve the rehire of Rebecca Powers at Step C, Salary Range, 2009 through the departments: MH – 70570, 83% and MHSA CSS – 70571, 17%.

Background and Discussion: Even though Ms. Powers separated from employment as a full time regular Mental Health Therapist I, she continued to remain active in the Mt Visions Program. Ms. Powers was rehired as a temporary MHTI, 10/15/13 creating less than a 2 month break in service as a regular employee.

Financial Impact:

There is no change in the funding of this position since all changes occurred in the same fiscal year, and her position remained vacant.

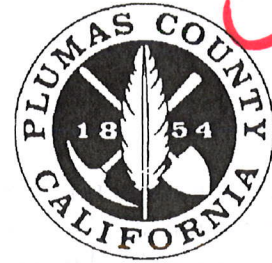
Peter Livingston, LCSW, Director of Mental Health is requesting that the Board of Supervisors approve this request to reinstate Ms. Powers employment at the same rate she had earned before she left.

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: gaylatrumbo@countyofplumas.com



3E

Gayla S. Trumbo

Human Resources

DATE: January 25, 2014

TO: Honorable Board of Supervisors

FROM: Gayla Trumbo

SUBJECT: AGENDA ITEM FOR THE BOARD OF SUPERVISORS MEETING OF FEBRUARY 4, 2014.

RE: APPROVE EMPLOYMENT AGREEMENT FOR LOUISE STEENKAMP FOR THE POSITION OF ALCOHOL AND DRUG ADMINISTRATOR.

IT IS RECOMMENDED THAT THE BOARD

Approve employment agreement for Louise Steenkamp for the position of Plumas County Alcohol and Drug Administrator.

BACKGROUND AND DISCUSSIONS

The Board of Supervisors directed Human Resources to conduct recruitment for the position of Alcohol and Drug Administrator. After the closing date of this recruitment, the Human Resources staff reviewed the applications submitted to verify that they met the minimum qualifications of this position. The minimum qualifications for this position is defined within the job description for the Alcohol and Drug Administrator. As a result of this review, three applicants were placed on the eligibility list for hire. The Board of Supervisors held the interviews for this position on Tuesday, January 21, 2014. After completing the interview process I was asked to contact the top candidate Ms. Louise Steenkamp and offer her the position of Alcohol and Drug Administrator.

Attached you will find the proposed employment contract for Ms. Steenkamp for your approval.



EMPLOYMENT AGREEMENT

This Agreement is entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and LOUISE STEENKAMP, hereinafter referred to as "CONTRACT EMPLOYEE," for the provision of services to the COUNTY in the capacity of Plumas County Alcohol and Drug Administrator.

The parties agree as follows:

1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Plumas County Director of Alcohol and Drug Services, and other duties as may be assigned. A copy of the Plumas County Alcohol and Drug Administrator's job description is set forth in Exhibit A, and incorporated herein by this reference. CONTRACT EMPLOYEE's employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE's duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrative Officer (CAO), or in the absence of the CAO, the Chairperson of the Board of Supervisors, of any outside employment.

2. TERM

CONTRACT EMPLOYEE shall be retained as the Plumas County Alcohol and Drug Administrator, effective February 4, 2014, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a thirty (30) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may "buy-out" any part of the 30-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-

weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option severance may be paid in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

1. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
2. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
3. Gross insubordination.
4. Misappropriation or theft.
5. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board) or County Administrative Officer (CAO).
6. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, Contract Employee shall immediately cease providing service pursuant to this contract and will not be provided the severance pay described above.

4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning February 4, 2014, CONTRACT EMPLOYEE shall be paid at the annual salary rate of eighty-seven thousand and No/100s dollars (\$87,000.00 per year; or \$41.82693 per hour). Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Alcohol and Drug Services Department. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE.

6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to

change from time-to-time as negotiated between the CONTRACT EMPLOYEE and the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual). All sick leave accrued as a county employee prior to the effective date of this agreement carries forward with this agreement.
- b. Vacation accrual: (21 days per year based on total and continuous years of county service according to County Personnel Rules). All vacation accrued as a county employee prior to the effective date of this agreement carries forward with this agreement.
- c. All compensatory time off accrued as a county employee prior to the effective date of this agreement carries forward with this agreement.
- d. PERS retirement: 2% at 55.
- e. Forty (40) hours of administrative leave per year.
- f. Holidays: Thirteen (13) paid holidays per year as listed in the County personnel rules.
- g. Bereavement Leave: Five (5) days per incident for defined family members.
- h. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

CONTRACT EMPLOYEE shall receive cost of living adjustments based on the COUNTY'S agreement with other County department heads.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at her sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 30-day notice period specified in section 3 of this agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

10. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief, to which such party may be entitled.

11. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that she has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that she shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

13. ENTIRE AGREEMENT

This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument, and have had the opportunity to consult with legal counsel prior to entering into this Agreement. Each warrants that it has either so consulted with legal counsel of its choice, or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to The Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St., Room 301, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

18. REPORTING

CONTRACT EMPLOYEE will report directly to the County Board of Supervisors through the County Administrative Officer (CAO). If the office of CAO is vacant, CONTRACT EMPLOYEE will report directly to the County Board of Supervisor through the Chairperson of the Board of Supervisors.

19. GENERAL PROVISIONS

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

20. EFFECTIVE DATE

This Agreement shall be effective on February 4, 2014, (the "Effective Date") if approved by both parties.

21. SIGNATURES


COUNTY:

County of Plumas,
a political subdivision of the State of California

CONTRACT EMPLOYEE:

By _____
Jon Kennedy, Chair
Plumas County Board of Supervisors

Dated: _____


LOUISE STEENKAMP
"Contract Employee"

Dated: 1-27-14

ATTEST:

Nancy DaForno,
Clerk of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

R. Craig Settlemire
Plumas County Counsel

Dated: _____

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**PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS**

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
Robert A. Perreault, Jr., P.E. *Director of Public Works*

AGENDA REQUEST

For the February 4, 2014 Meeting of the Board of Supervisors

Date: January 27, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works



Subject: Status Report on Transportation – Capital Improvement Projects; Discussion, possible action and/or direction to staff.

BACKGROUND:

Attached is a copy of the Public Works staff report on “Transportation Projects – Costs and Schedule (Preliminary),” dated January 2014. The report sets forth a listing of capital improvement projects that are located throughout Plumas County. Probable construction years and estimated project costs are listed.

Public Works staff will make a brief presentation and staff will be present to answer any questions.

RECOMMENDATION:

That the Board of Supervisors accepts and files this latest report on Transportation Projects – Costs and Schedule.

PLUMAS COUNTY
Transportation Projects – Costs and Schedule (Preliminary)
January 2014

PLUMAS COUNTY PROJECTS

Map #	Name of Project	Type of Construction	Estimated Project Costs			Probable Year of Construction
			Design Phase	Right-of-Way	Construction Phase	Total Project Cost
1	A-15 Guardrail Upgrade	Safety Improvements	\$50,000	\$0	\$450,000	\$500,000
2	Snake Lake Road Bridge over Spanish Creek	Bridge Replacement	\$750,000	\$10,000	\$1.5 Million	\$2.3 Million
3	County Road 322A Bridge over Bailey Creek	Bridge Replacement	\$650,000	\$10,000	\$1.7 Million	\$2.4 Million
4	Spanish Ranch Road Bridge over Spanish Creek	Bridge Replacement	\$450,000	\$50,000	\$1.5 Million	\$2 Million
5	Keddie Resort Road Bridge over Spanish Creek	Bridge Replacement	\$560,000	\$50,000	\$2.78 Million	\$3.4 Million
6	Bucks Lake Road (Snake Lake Road to Slate Creek Road)	Pavement Rehabilitation	\$10,000	\$0	\$1.2 Million	\$1.2 Million
7	Clifford Drive Pavement Rehabilitation	Pavement Rehabilitation	\$25,000	\$0	\$900,000	\$925,000
8	Blairsdien-Graeagle Road Bridge over M.F.F.R	Bridge Replacement	\$550,000	\$50,000	\$3.2 Million	\$3.8 Million
9	Beldon Town Road Bridge over the N.F.F.R	Bridge Paint & Minor Repair	\$140,000	\$10,000	\$1.1 Million	\$1.3 Million
10	Clio-State 40A Road Bridge over M.F.F.R.	Bridge Paint & Minor Repair	\$120,000	\$10,000	\$ 530,000	\$ 660,000

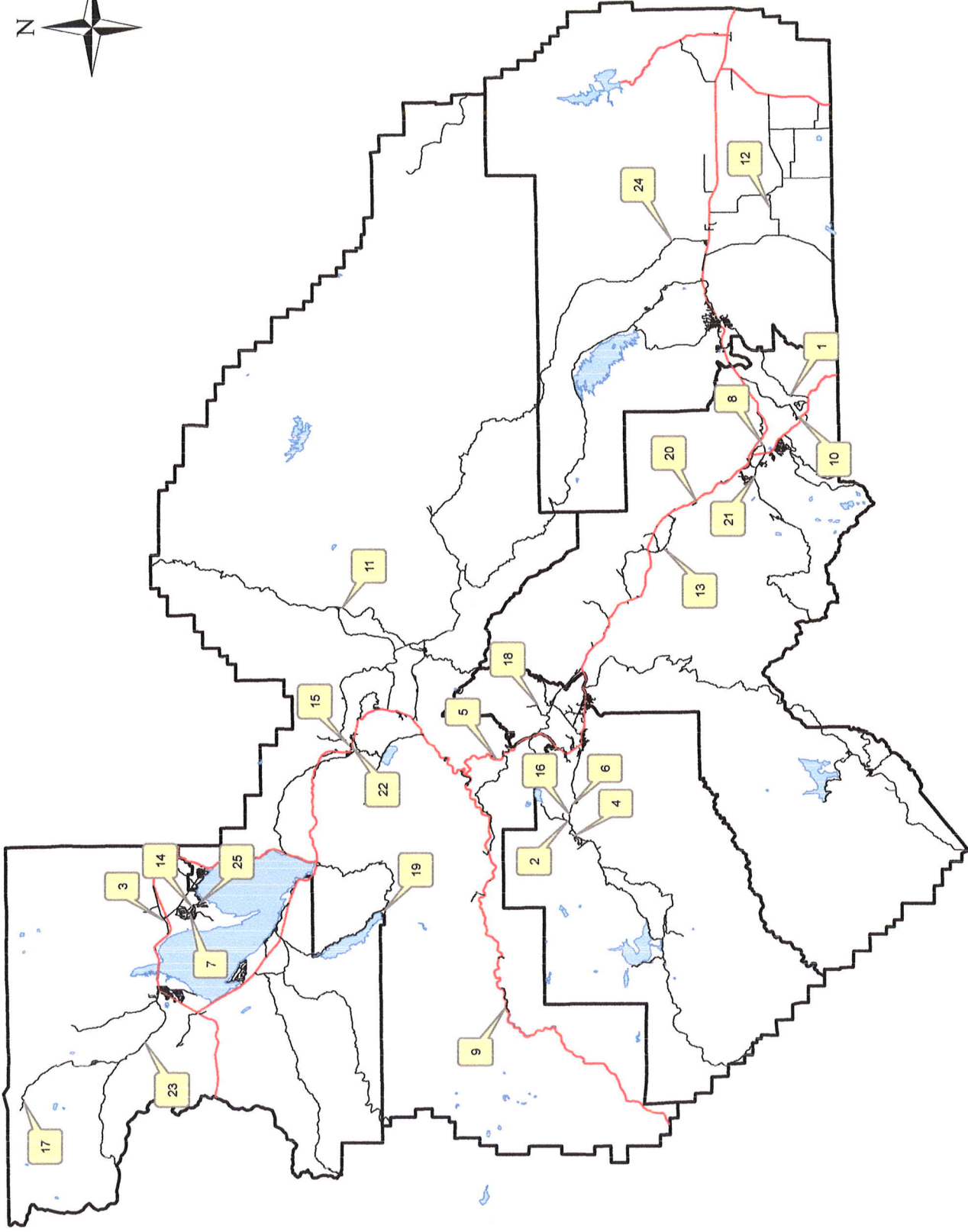
Map #	Name of Project	Type of Construction	Estimated Project Costs				Probable Year of Construction
			Design Phase	Right-of-Way	Construction Phase	Total Project Cost	
11	Beckwourth-Greenville Road Bridge over Lights Creek	Bridge Rehabilitation	\$100,000	\$25,000	\$480,000	\$605,000	2015
12	Dyson Lane Bridge over M.F.F.R. Overflow	Bridge Paint & Minor Repair	\$140,000	\$10,000	\$1.1 Million	\$1.3 Million	2015
13	Sloat-Poplar Valley Road Bridge over M.F.F.R.	Bridge Replacement	\$720,000	\$50,000	\$3.9 Million	\$4.7 Million	2015
14	Big Cove Pavement Rehabilitation	Pavement Rehabilitation	\$10,000	\$0	\$400,000	\$410,000	2015
15	Greenville Streets Pavement Rehabilitation	Pavement Rehabilitation	\$65,000	\$10,000	\$750,000	\$825,000	2015
16	Bucks Lake Road Slope Stabilization Project	Slope Stabilization and Reconstruction	\$50,000	\$10,000	\$500,000	\$560,000	2016
17	Chester-Warner Valley Road Bridge over Kings Creek	Bridge Replacement	\$400,000	\$25,000	\$2.1 Million	\$2.6 Million	2016
18	Oakland Camp Road Bridge over Spanish Creek	Bridge Replacement	\$555,000	\$10,000	\$ 2.5 Million	\$3 Million	2016
19	Seneca Road Bridge over Butt Reservoir Spillway	Bridge Replacement	\$160,000	\$15,000	\$637,000	\$912,000	2016
20	Camp Layman Road Bridge over M.F.F.R.	Bridge Replacement	\$442,000	\$10,000	\$2.2 Million	\$2.7 Million	2016
21	Graeagle –Johnsville Road Reconstruction	Roadway Reconstruction	\$350,000	\$25,000	\$2 Million	\$2.4 Million	2019
TOTAL PROJECT COSTS (County Projects Only):							\$38.5 Million

CALTRANS PROJECTS						
Map #	Name of Project	Type of Construction	Estimated Project Costs			Probable Year of Construction
			Design Phase	Right-of-Way	Construction Phase	Total Project Cost
22	Greenville State Route 89 Highway Improvements	Roadway Reconstruction	\$1.16 Million	\$388,000	\$5.14 Million	\$6.7 Million
						2016

FEDERAL HIGHWAY ADMINISTRATION PROJECTS						
Map #	Name of Project	Type of Construction	Estimated Project Costs			Probable Year of Construction
			Design Phase	Right-of-Way	Construction Phase	Total Project Cost
23	Chester-Warner Valley Road Pavement Rehabilitation	Pavement Rehabilitation	\$470,000	\$35,000	\$2.5 Million	\$3 Million
24	Beckwourth-Genesee Road	Road Reconstruction	\$1.4 Million	\$250,000	\$25 Million	\$27 Million
						2013-2014
						2017

OTHER PROJECTS						
Map #	Name of Project	Type of Construction	Estimated Project Costs			Probable Year of Construction
			Design Phase	Right-of-Way	Construction Phase	Total Project Cost
25	Big Cove Road Drainage Improvements Project	Drainage Improvements	\$80,000	\$50,000	\$300,000	\$430,000
						2015

Prepared by Public Works staff on January 27, 2014
 Cost Estimates are very preliminary.



LOCATION MAP FOR TRANSPORTATION PROJECTS IN PLUMAS COUNTY

January 2014

3F2

**PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**


1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
Robert A. Perreault, Jr., P.E. *Director of Public Works*

AGENDA REQUEST

For the February 4, 2014 Meeting of the Board of Supervisors

Date: January 27, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

Subject: Discussion of Green Waste Disposal as part of the Plumas County Solid Waste Program; Discussion, possible action and/or direction to staff.

BACKGROUND:

This Agenda Request is submitted as a follow up to discussions conducted by the Board of Supervisors on the topic of Green Waste Disposal during the Board's meeting of December 10, 2013.

Since the December 10th meeting, there have been numerous staff discussions and several meetings conducted by Public Works staff and individual County officials with commercial companies and private individuals. Such discussions have all contained some degree of merit as County officials attempt to create a long range, permanent solution – on a countywide basis – for the Green Waste element of the Plumas County Solid Waste Program.

Accordingly, Public Works staff is recommending that a general Request for Proposals (RFPs) be issued by Public Works staff, soliciting specific proposals and well as generalized ideas pertaining to the future of the County's green waste disposal program. The benefits of conducting such a solicitation process includes, but is not limited to:

1. The issuance of an RFP will result in the documentation of pertinent green waste quantity information being available to everyone at the same time.
2. Unlike typical bids for construction improvements, the requested green waste RFP submittals will be non-binding. Thus, conceptual solutions can be easily discussed without creating a legal commitment upon the submitter.

3. Unlike typical bids for construction improvements, the County will retain flexibility to mix-and-match proposals, recognizing that what works in one part of the County may not be suitable countywide.

4. The RFP process will result in a more transparent discussion process as submittals are considered, discussed and critiqued by the County officials.

Recognizing that the proposals to be received by the County are likely to be diverse, the customary "selection process" will be more of a "discussion and consideration process" and likely to include follow up discussions with the various submitters.

Accordingly, Public Works is recommending that a Task Committee to receive the various submittal include one (1) or two (2) Supervisors in order to enhance communication between staff and the Board of Supervisors through the consideration of the submitted proposals.

RECOMMENDATION:

Public Works Staff respectfully recommends that the Board of Supervisors direct the following actions:

1. That the Plumas County Board of Supervisors endorse the recommendation to issue a formal Request for Proposal (RFP) pertaining to green waste disposal matters, and
2. Identify one (1) or two (2) Supervisors to participate in the review and assessment of the submittals received as part of the RFP process, and
3. Direct Public Works staff to return to Board of Supervisors with a report of Task Committee recommendation(s) at the completion of the RFP process.

Plumas County Department of Information Technology



County Courthouse, 520 Main Street, Room 208
Quincy, California 95971
Phone: (530) 283-6263
Fax: (530) 283-0946

David M. Preston
Information Systems Manager

DATE: February 4, 2014
TO: Honorable Board of Supervisors
FROM: Dave Preston, Information Systems Manager

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF FEBRUARY 4, RE:
APPROVAL OF BUDGET TRANSFER.**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval of attached Budget transfer for Information Technology Dept...

Background and Discussion:

As part of the 2014 Information Technology budget \$3500 was approved for the purchase of a Network Attached Storage Unit. (NAS). The \$3500 was placed in account 549500 (a fixed asset account.), but the Auditor will not allow expenses of less than \$5000 to be paid from this account. The requested transfer will move the approved \$3500 to Account 529851 (a non-fixed asset computer hardware account).



PLUMAS COUNTY PROBATION DEPARTMENT

SHARON L. REINERT

CHIEF PROBATION OFFICER

270 County Hospital Rd., Ste. 128, Quincy, CA 95971
(530) 283-6200 Fax (530) 283-6165

DATE: February 4, 2014

TO: Honorable Board of Supervisors

FROM: Daniel Prince, Acting Chief Probation Officer

SUBJECT: Contract between Plumas County Probation and Redwood Toxicology Laboratory, 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.

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**REMY MOOSE MANLEY, LLP
RETAINER AGREEMENT**

CLIENT: County of Plumas

RMM MATTER NO.: 128

CASE NAME: Plumas County General Plan

THIS FEE/RETAINER AGREEMENT IS MADE THIS ____ DAY OF February 2014, by and between the undersigned Client and REMY MOOSE MANLEY, LLP, Attorneys at Law.

1. THE CLIENT HEREBY RETAINS THE ATTORNEYS to provide legal services with respect to CLIENT's defense of litigation entitled, *High Sierra Rural Alliance v. County of Plumas* (Plumas County Superior Court No. CV14-00009). Attorneys will work with County Counsel Craig Settlemire in the preparation of all documents needed to mount a full defense on CLIENT's behalf. In order to minimize costs, Attorneys will work with County Counsel to avoid unnecessary trips from Sacramento to Quincy with respect to court appearances for which County Counsel can appear on CLIENT's behalf or County Counsel can appear in person while Attorneys appear telephonically. Attorney James G. Moose will act as Lead Attorney, except during the period from February 12, 2014, through March 28, 2014, when he will be out of the country. During that period, Sabrina V. Teller will act as Lead Attorney.

2. THE CLIENT HEREBY AGREES to pay a fee of \$325.00 per hour for partners James G. Moose, Whitman F. Manley, Andrea K. Leisy, Tiffany K.

Wright, Sabrina V. Teller, and Howard F. Wilkins; \$325.00 per hour for Brian J. Plant and Robert M. Sawyer, of counsel; \$300.00 per hour for senior counsel Jennifer S. Holman and associate attorneys Amanda R. Berlin, Laura M. Harris, John T. Wheat, Christopher L. Stiles, L. Elizabeth Sarine, Deborah J. Kollars, Gwynne Hunter, and any other attorney of comparable experience who may join the firm during the period of time covered by this agreement; \$150.00 per hour for any paralegal employed by the firm; and \$100.00 per hour for work done by a law clerk. The CLIENT will receive a monthly billing statement that sets forth work done and expenses incurred and amount due and payable at that time. The Attorneys do not bill for secretarial or word processor time.

3. All time is billed in tenth-hour intervals (6 minutes).

4. IN ADDITION TO THE ATTORNEYS' FEES SET FORTH ABOVE, THE CLIENT HEREBY AGREES to pay to the Attorneys all applicable COSTS, such as: filing fees; fees associated with performing legal research on electronic databases, as charged; copying costs; mileage costs (outside of Sacramento); document retrieval from storage, as charged; printing costs by a professional printer, as charged; phone charges, as charged; facsimile charges; postage charges, as charged; reimbursement for lodging and meal expenses in instances requiring out of county travel, including but not limited to any costs involving common carriers (i.e., airplane); and any other agreed upon costs or expenses related to this matter. Should an account become delinquent by more

than sixty (60) days, interest at the legal rate shall accrue. (See attached list of cost charges.)

5. IT IS ACKNOWLEDGED THAT no promises have been made concerning the ultimate result and/or outcome of the above-referenced litigation; and the payment of attorneys' fees is in no way contingent thereon.

6. SHOULD DEFAULT BE MADE in the payments provided herein when due, the entire unpaid balance shall become due and payable. Should it be necessary to institute legal proceedings for the enforcement of this agreement, the CLIENT agrees to pay court costs and reasonable attorneys' fees incurred by Attorneys in obtaining enforcement of the agreement.

7. CLIENT is aware of Attorneys' past, ongoing, and future work on behalf of the California Department of Water Resources (DWR) in connection with the proposed Bay Delta Conservation Plan. Although CLIENT, in an unrelated matter involving the federal relicensing of DWR's reservoir on the Feather River at Oroville, is adverse to DWR, CLIENT hereby waives any potential existing or future conflicts of interest that might arise in connection with any ongoing work Attorneys are doing for DWR, provided that Attorneys do not get directly involved on DWR's behalf with respect to CLIENT's dispute with DWR over the relicensing of the Oroville facility.

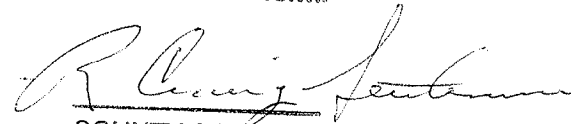
8. REMY MOOSE MANLEY, LLP, maintains insurance for errors and omissions subject to all terms, conditions, and exclusions set forth in the policy of insurance.

DATED: February __, 2014

COUNTY OF PLUMAS

By: _____

Approved as to form:


COUNTY COUNSEL

FEE/RETAINER AGREEMENT ACCEPTED BY
REMY MOOSE MANLEY, LLP:

DATED: February __, 2014

JAMES G. MOOSE

COSTS

EXTRAORDINARY COSTS	\$50.00 PER HOUR
COPIES	\$.25 PER PAGE
MILEAGE	\$.35 PER MILE (FOR TRIPS OUTSIDE SACRAMENTO COUNTY ONLY)
FACSIMILE	\$1.00 PER DOCUMENT
DELIVERY/PICK UP	\$7.50 PER DELIVERY IN THE SACRAMENTO AREA
CHARGES	(\$.35 FOR EACH ADDITIONAL MILE OUTSIDE OF SACRAMENTO COUNTY)
LEGAL RESEARCH (ELECTRONIC DATABASE)	AS CHARGED
DOCUMENT RETRIEVAL FROM STORAGE	AS CHARGED



Julie A. White

PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pcttc@countyofplumas.com
(530) 283 - 6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283 - 6259

DATE: January 22, 2014

TO: The Honorable Board of Supervisors

FROM: Julie A. White, Plumas County Treasurer-Tax Collector/
Collections Administrator

SUBJECT: Resolution Authorizing Investment Of County Funds And Funds Of Other
Depositors, And Approval Of Treasurer's Policies And Guidelines For
Investments

ACTION REQUIRED: Adopt resolution renewing delegation of authority to Treasurer to
invest County funds and funds of other depositors, and approve Treasurer's Policies and
Guidelines for Investments

BACKGROUND AND DISCUSSION: Annually, the Board of Supervisors delegates the
authority to the Treasurer to invest the excess funds available in the treasury in accordance with
Sections 53607 and 27000.1. Excess funds are those funds not being expended on any given
day. Each day investment decisions are made that enable all available funds to be invested.

In addition to investing those funds which are under the direction of the Board of Supervisors,
the Treasurer is the existing Treasurer for all those local agencies with funds on deposit in the
treasury, and invests those funds on behalf of said agencies. In addition, Board authority is
required to accept funds from outside county agencies for the purpose of investing by the County
Treasurer.

Annually, the Board of Supervisors must review and approve the policies and guidelines
established by the County Treasurer for the administration of the investment program. The
investment policies and guidelines were also reviewed by the investment advisors at PFM Asset
Management, LLC.

Smith & Newell, CPA's annually audit the Treasury Oversight which oversees the policies of the
investment of public funds. The County Oversight Committee was dissolved by Board
Resolution February 6, 2007, however we continue to audit. The audit for last year will be
presented with the countywide financial audits.

Thank you for your time.

THE PLUMAS COUNTY TREASURER'S OFFICE

INVESTMENT POLICY AND GUIDELINES

JULY, 1985

REVISED:

August, 1985
March, 1986
September, 1986
March, 1987
April, 1987
June, 1990
March, 1991
September, 1991
January, 1996
April, 1996
February, 1997
February, 1998
August, 1998
January, 2000
February, 2001
February, 2002

**Plumas County Treasurer's Office
Investment Policy**

September, 1991

Revised: January, 1996

Revised: April, 1996

Revised: February, 1997

Revised: February, 1998

Revised: February, 2001

Revised: February, 2002

The county treasurer is a trustee and therefore a fiduciary subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the county treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the county and other depositors. (G.C. Section 27000.3)

Sections 53630, 53601* and 53601.1 of the Government Code provide legal authorization for the investment and deposit of funds of local agencies. Section 53635 provides additional authority for counties. The Plumas County Treasurer's Office shall conform to, and comply with, the restrictions of all applicable laws. In addition, further requirements shall be established taking into consideration prudent investment standards. Investments not specifically authorized in this policy shall be considered ineligible for purchase.

An adequate percentage of the portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk. The Plumas County Treasurer's Office shall also have the option of depositing funds with the Local Agency Investment Fund, especially to help meet liquidity requirements. A resolution passed by the Plumas County Board of Supervisors authorizes deposits with the California Asset Management Program (CAMP). Deposits with CAMP are legal under Section 6502 of the Government Code.

Risk shall also be controlled primarily by purchasing securities that are marketable and of high quality. Rated issues will have their ratings reflected on the trade ticket prepared by the Plumas County Investment Advisor. If a security has its quality rating decline below the legal limit after purchase, the Plumas County Treasurer's investment advisor shall evaluate the quality of that security and provide the treasurer with a recommended plan of action.

The classes of investments that most adequately meet the above mentioned criteria should be allowed for purchase. They are issues of the United States Government, agencies (The Government National Mortgage Associations, The Federal National Mortgage Association, The Federal Home Loan Bank, The Federal Home Loan Mortgage Corporation, The Federal Farm Credit System), negotiable certificates of deposit (including Yankees), bankers' acceptances (including foreign issues), medium term notes, commercial paper, and shares of beneficial interest. While not as liquid or marketable as the prior mentioned securities, repurchase agreements shall also be allowed as an investment.

Plumas County Treasurer's Office
Investment Policy
Page Two

Adequate diversification shall be applied to the individual issuers of debt (normally banks), both within each class of investment and collectively.

Competitive bids shall be obtained when purchasing or selling securities whenever practical.

Guidelines will be developed for each type of security recommended above to allow the investment policy to be properly implemented. The guidelines will also establish limits as to the amount of funds that can be placed in any one type of investment and in the securities (or deposits) in any one company. These limits will be based on the percentage each represents of surplus funds at the time of each purchase. Included in the guidelines will be a brief description of each type of security.

Whenever practical, cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings shall be allocated according to fund cash and investment balances on a quarterly basis.

Cash flow shall be analyzed and compared with the receipt revenues and maturity of investments schedules so that adequate cash will be available to meet disbursement requirements as well as developing a basis for the investment strategy.

An economic scenario shall be developed and maintained to assist in developing an investment strategy.

An investment strategy will be developed to help optimize earnings based upon liquidity needs and the economic scenario. Investments will be selected taking many variables into consideration. Probably the most important variables will be the shape of the yield curve, the anticipated change in that curve and the relative value of available securities. Proper use of the yield curve will involve not only purchasing securities with desirable maturities, but also swapping from existing portfolio securities with less desirable maturities into those with maturities that are perceived as currently more advantageous or into securities with more relative values. Securities with maturities of greater than five years may be purchased only with prior Board approval. The weighted average maturity of the portfolio shall not exceed five years without prior Board approval.

Additional income can be obtained through prudent use of swaps. Securities in different classes (sectors) trade at "average" yield differentials from each other. When those spreads are at extremes, an opportunity to increase yield exists by selling a security in the portfolio and purchasing (swapping into) a security in another sector that has a wider than "average" yield spread. This type of swap can be reversed when the yield differential becomes narrower than normal between the two issues, and the process repeated when appropriate.

**Plumas County Treasurer's Office
Investment Policy
Page Three**

Brokers and dealers shall be selected for their proven competitiveness with regard to price and execution, clearance and settlement of transactions, commitment of capital, ability to report promptly and accurately, and to promptly and efficiently deliver securities. Additional criteria shall include the ability and willingness to supply financial publications, economic reports, and financial data. The Investment Advisory for the Plumas County Treasurer's Office shall use this criteria to assist the County Treasurer in the selection of brokers and dealers. The selection of any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Plumas County Treasurer, any member of the Plumas County Board of Supervisors, or any candidate for those offices, shall be prohibited.

Plumas County Board of Supervisors adopted Resolution No. 92-5423 on December 15, 1992 which established a Conflict of Interest Code for Plumas County. The Code states that Subsection 18730(b) of Title 2 of the California Administrative Code, and any future amendments of that Code, is the Conflict of Interest Code for Plumas County.

The limits set forth in the California Administrative Code are the limits set forth by Plumas County.

In addition, the Board of Supervisors have adopted Rule 22 of the Personnel Rules, entitled "Code of Conduct" which further establishes limitations on the receipt of honoraria, gifts, and gratuities.

The Oversight Committee shall be provided with a monthly Investment Report that conforms with the Government Code.

Calculations for the treasurer's administrative fee for costs of investing, depositing, banking, auditing, reporting, or otherwise handling or managing funds, as authorized in Section 27013 of the Government Code, are based upon actual costs and are subtracted from interest earnings on a quarterly basis prior to distribution of interest earnings to all funds.

Plumas County Treasurer's Office
Investment Policy
Page Four

Any local agency and other entity not required to deposit funds in the county treasury may do so for investment purposes according to the terms set forth in Section 53684 of the Government Code. In addition, the local agency or other entity must enter into a contract with the county treasurer stating the minimum amount to be deposited, the term of the deposit and anticipated cash-flow projection for deposits and withdrawals, agreement to share in the administrative costs as allowed under Section 27013 of the Government Code, and any other deposit terms required of the treasurer.

Before approving any request to withdraw funds, the county treasurer shall evaluate the request as per Government Code Section 27136 and 27133 (h). The evaluation will be based upon the following criteria:

- (a) legality
- (b) size of request and effect on liquidity of the pool
- (c) effect on earnings rate of the balance of funds in the pool
- (d) assessment of the stability and predictability of the investments in the treasury.

In addition, requests for withdrawal of funds will be at the lower of adjusted cost or market value of the pool at the time of withdrawal - or - to the last available report reflecting market values as of month end.

**PLUMAS COUNTY TREASURER'S OFFICE
SUMMARY OF INVESTMENT LIMITATIONS**

February, 2002

	<u>*Limit Per Institution</u>	<u>*Limit Per Type of Investment</u>
Treasuries		100%
Agencies		
GNMA		50%
FCCS		50%
FHLB		50%
FHLMC		50%
FNMA		50%
BAs	15%	40%
CDs	10%	20%
CP	10%	40%
MTNs	10%	30%
SBLs	15%	15%
TCDs		
Meeting minimum rating requirement	15%	50%
Not meeting minimum rating requirement but with branches in Plumas Co.	\$300,000	
Repos		
Less than 30 days	20%	100%
Greater than 30 days	10%	100%

The aggregate of all investments in any one bank or savings and loan shall be no more than 20 percent of available funds.

*Based on total of available funds at the time the investment decision is made.

Plumas County Treasurer's Office
INVESTMENT GUIDELINES
U.S. Treasuries and Agencies

July, 1985
Revised: January, 1996
Revised: February, 2002

INVESTMENTS: Issues of the U.S. Treasury (treasuries or governments), agencies of the federal government, and the Federal National Mortgage Association (FNMA) shall be authorized as acceptable investments for the Plumas County Treasurer's Office.

REASONS: U.S. Treasury issues are judged to be the safest of all investments. Agencies are typically considered the next safest class of securities available. (The Federal National Mortgage Association is now publicly owned, but the investment world still generally groups it with the agencies. For purposes of this recommendation it will be referred to as an agency.) These securities are also very liquid, marketable, and they offer a wide range of available maturities.

LEGAL AUTHORITY: Section 53601 of the Government Code authorizes local agencies to purchase all of these securities with no limitations as to the amount that can be owned of each.

CHARACTERISTICS: Agencies of the Federal Government are the Federal Home Loan Bank system (FHLB), the Federal Farm Credit System (FFCS), the Federal Home Loan Mortgage Corporation (FHLMC), the Government National Mortgage Association (GNMA).

Securities issued by the GNMA are guaranteed by the Federal Government and it is a general belief that the other agencies carry an "implied" guarantee (excluding FNMA).

Along with treasuries, agencies can be issued in discount form for securities with maturities of one year or less, or with coupons if the maturities are greater than one year. Maturities on these issues can be from just a few days to thirty years.

While all of these securities are classified as agencies, there can be perceived differences in quality and consequently, each can trade at a different yield from each other and treasuries. Issues of the GNMA, because of the government guarantee, are considered the safest of the agencies.

GUIDELINES GOVERNING GOVERNMENT AND AGENCY ISSUES: There should be no restrictions on the amount of dollars to be placed in governments at any one time. As a general guide, no more than 50 percent of available funds should be in any one agency.

Plumas County Treasurer's Office
INVESTMENT GUIDELINES
Bankers' Acceptances

July, 1985
Revised: August, 1985
Revised: January, 1996
Revised: May, 2000
Revised: February, 2002

INVESTMENTS: Domestic Bankers' Acceptances only shall be authorized as acceptable investments for the Plumas County Treasurer's Office.

REASONS: Bankers's Acceptances (BA's) are a suitable alternative to Fed Funds as a short-term investment. In addition to providing additional yield, they are considered a safe and liquid investment.

DEFINITION: A BA is a time draft drawn on and accepted by a bank for payment of the shipment or storage of merchandise. The initial obligation of payment rests with the drawer, but the bank substitutes its credit standing for that of the borrower and assumes the obligation to pay face value at maturity.

LEGAL AUTHORITY: Sections 53601 and 56635 of the Government Code allow counties to place up to 40 percent of available funds in bankers' acceptances with maturities not to exceed 180 days.

FOREIGN BA'S: During the 1970's foreign banks, and in particular the Japanese agencies, became a competitive force in the U.S., especially in the issuance of BA's. The International Banking Act (IBA) was passed by Congress and signed into law in 1978 to regulate foreign banks. The IBA created a dual state and federal regulatory system. The Fed was authorized to fix reserve requirements for both state and federally licensed agencies of foreign banks. Most states require foreign agencies to maintain assets in an amount not less than 108 percent of the adjusted total liabilities of the agency and to deposit cash or securities with the state equal to five percent of adjusted total liabilities.

HISTORY: A form of BA's was used to finance foreign trade as early as the 12th century and they have been used in the United States for over 100 years. The Federal Reserve allowed national banks to accept time drafts in 1913 to encourage foreign trade and subsequently took action to promote expansion of the BA market. The most dramatic growth of the BA market began in 1974 when the total of BA's outstanding was approximately \$10 billion.

CHARACTERISTICS: BA's are issued in bearer form and are a discount instrument. Normal trading blocks are \$5 million, but the odd-lot market is active. The majority of BA's are created with a 90-day maturity and rarely extend over 180 days.

Plumas County Treasurer's Office
INVESTMENT GUIDELINES

Bankers' Acceptances

Page Two

Due to the high volume of BA's being traded, they are relatively liquid instruments with spreads between the quoted bid and offer typically being between five and ten basis points, but often brokered for as little as two basis points.

The spread between treasuries and BAs will vary, depending upon a variety of circumstances. During periods of tight money, the spreads can be substantial. Likewise, easy money can produce narrower yield differentials.

Since BA's are a "two-name paper" they are perceived to be the safest of bank obligations. During the more than 70 years that BA's have been actively traded in the U.S. no loss of principal has been documented.

GUIDELINES GOVERNING BA INVESTMENT: Only the most financially sound banks should be acceptable for purchase. BAs shall only be purchased from banks that are approved by the Plumas County Treasurer with recommendations by its investment advisor.

Since BA's are a relatively safe investment, the Plumas County Treasurer's Office is authorized to invest in BA's up to the 40 percent maximum authorized by law. However, no more than 15 percent of funds in the Plumas County Treasurer's Office shall be placed in the BA's of any one bank at any one time. In combination with all other investments from the same bank (excluding repurchase agreements and commercial paper with maturities of seven days or less), BA's of any one bank should not exceed 20 percent of available funds.

Plumas County Treasurer's Office
INVESTMENT GUIDELINES
Commercial Paper

July, 1985
Revised: August, 1985
Revised: January, 1996
Revised: January, 2000

INVESTMENT: Commercial paper (CP) shall be authorized as an acceptable investment for the Plumas County Treasurer's Office.

REASONS: Commercial paper can be an appropriate short-term investment because of yield, liquidity and choice of maturities.

DEFINITION: Commercial paper is an unsecured negotiable instrument normally issued by large and financially sound corporations.

LEGAL AUTHORITY: Section 53601 of the Government Code allows local agencies to invest up to 30 percent of surplus funds in commercial paper if certain conditions are met.

HISTORY: The origin of commercial paper can be traced to the 19th Century in the United States where it became a substitute for bank loans.

CHARACTERISTICS: Commercial paper can be issued bearing a coupon or it can be discounted. Maturities never exceed 270 days and the majority of commercial paper is issued for 30 days or less. It can be issued by an "industrial" company or a bank holding company, but not directly by a bank.

Commercial paper can be written for any amount, but normally is issued in increments of \$1 million. There is a secondary market for commercial paper, but it has very limited liquidity compared to the CD or BA markets.

Commercial paper issuers can obtain a letter of credit from a bank to guarantee payment of principal and interest at maturity or a bank line of credit that can be drawn on for such payment.

Top grade commercial paper will typically yield slightly less than top grade CDs.

RECOMMENDED GUIDELINES GOVERNING COMMERCIAL PAPER INVESTMENTS:

Commercial paper eligible for purchase by the Plumas County Treasurer's Office shall be issued by a company that:

- (1) Has the highest rating offered by Moody's Investors Service, Inc. (A-1), or Standard and Poor's Corporation (P-1). (Current Law)

Plumas County Treasurer's Office
INVESTMENT GUIDELINES
Commercial Paper
Page Two

- (2) Has a Moody's or Standard and Poor's rating of "A" or better on its debentures other than commercial paper. (Current Law)
- (3) Is approved by the Plumas County Treasurer with recommendations by its investment advisor. This is the same restriction placed on banks that issue BA's and CD's.
- (4) Are organized and operating within the United States. (Current Law)
- (5) Have assets in excess of \$500,000,000. (Current Law)

Maturities of commercial paper shall not exceed 180 days. (Current Law)

Purchases of the commercial paper of any one corporation shall not exceed 10 percent of its outstanding paper. (Current Law)

Up to 40% of surplus funds may be placed in commercial paper (Law as of 1-1-00).

No more than 10 percent of surplus funds shall be placed in the commercial paper of any one institution at any one time (Law as of 1-1-00).

In combination with all other investments from the same bank (excluding repurchase agreements of seven days or less) the commercial paper of any one institution shall not exceed 20 percent of surplus funds.

Plumas County Treasurer's Office
INVESTMENT GUIDELINES
Medium-Term Corporate Notes

March 13, 1987
Revised: January, 1996
Revised: January, 2000
Revised: February, 2002

INVESTMENT: Medium-term notes (MTNs) shall be authorized as acceptable investments for the investment portfolio of the Plumas County Treasurer's Office.

REASON: Medium-term notes are a suitable investment for maturity requirements of one to five years. High-quality corporate notes are relatively safe as to principal, reasonably liquid and they can offer attractive yields and a wide range of maturities.

DEFINITION: MTNs are negotiable instruments issued by corporations with maturities of nine months to fifteen years. Most are unsecured, although some are collateralized or carry other credit enhancements such as a letter of credit. The definition of legal investments under this section of the Code was expanded on 1-1-00 to include "all corporate and depository institution debt securities."

LEGAL AUTHORITY: Section 53601 of the Government Code allows public agencies to invest a maximum of 30 percent of surplus funds in MTNs with maturities up to five years. Issuers must be operating within the United States and possess ratings in the top three categories (A or better) by a nationally recognized rating service.

HISTORY: MTNs were initially issued by General Motors Acceptance Corporation (GMAC) in 1972. They have become a more prevalent investment since 1982 when the SEC removed some restrictions that had previously hindered their sale. Currently, there are over 100 issuers of MTNs.

CHARACTERISTICS: MTNs are generally issued in minimum amounts of \$25,000 or \$100,000 and integral amounts of \$1,000. Interest is calculated on a 30-day month, 360-day year basis and paid semi-annually on two pre-established dates. Floating rate MTNs can pay interest monthly, quarterly, or semi-annually.

Yields on MTNs will normally exceed those on treasuries with comparable maturities by about 10 to 75 basis points. Levels of interest rates, maturities, the quality of each issue, and supply and demand factors will affect available yields.

GUIDELINES GOVERNING MTNs INVESTMENTS: In addition to meeting legal rating requirements, MTNs must be approved by the Plumas County Treasurer with recommendations by its investment advisor prior to purchase. Up to 30 percent of surplus funds shall be allowed to be placed in MTNs at any one time. No more than 10 percent of surplus funds should be allowed to be placed in the notes of any one issuer at any one time.

Plumas County Treasurer's Office
INVESTMENT GUIDELINES
Medium-Term Corporate Notes
Page Two

In combination with any other debt issued by any one corporation or its holding company (excluding repurchase agreements and commercial paper with maturities of seven days or less), no more than 20 percent of available should be placed in that corporation at any one time.

Plumas County Treasurer's Office
INVESTMENT GUIDELINES
Negotiable Certificates of Deposit

October, 1991
Revised: August, 1985
Revised: January, 1996
Revised: February, 2002

INVESTMENT: Domestic and Yankee negotiable certificates of deposit (CDs) shall be authorized as acceptable investments for the investment portfolio of the Plumas County Treasurer's Office.

REASONS: CDs have become a desirable investment because they offer a good combination of liquidity, marketability, yield, safety and choice of maturities.

DEFINITION: A CD is a negotiable instrument evidencing a time deposit with a bank at a fixed rate of interest for a fixed period of time. A variation is a variable rate CD that periodically changes the interest rate based upon a predetermined index, usually an average of shorter term CDs or treasury bills. CDs are not collateralized and should be considered an unsecured deposit.

Yankee CDs are issued by foreign bank branches in the United States.

LEGAL AUTHORITY: Section 53601 of the Government Code allows public agencies to invest in a maximum of 30 percent of surplus funds in CDs.

HISTORY: New York banks began issuing CDs in 1961 in an effort to attract deposits from the national market. A secondary market was created at the same time. Yankee CDs began trading actively in the late 1970's.

CHARACTERISTICS: CDs are coupon bearing, which on CDs with maturities of one year or less is usually paid at maturity. A small percentage of CDs issued have maturities greater than one year and will normally pay interest on a semiannual basis. The majority of CDs are issued in the 30-90 day range.

CDs are normally issued in denominations of \$1 million and the normal trading block is \$5 million. The odd-lot market is active, but marketability and yield suffer slightly.

Yankee CDs usually trade at a slight yield premium to domestic CDs, and domestics at a premium to treasuries.

GUIDELINES GOVERNING CD INVESTMENTS: Since CDs are an unsecured deposit, only banks of the highest quality shall be eligible for purchase. CDs shall only be purchased from banks that have been approved by the Plumas County Treasurer with recommendations by its investment advisor.

Plumas County Treasurer's Office
INVESTMENT GUIDELINES
Negotiable Certificates of Deposit
Page Two

Because CDs are considered lower quality than BAs, they shall represent a smaller percentage of the portfolio than BAs. That limit shall be 20 percent of available funds, and no more than 10 percent of those funds shall at any one time be in the CDs issued by a single bank. In combination with any other debt issued by any one bank, (excluding repurchase agreements and commercial paper with maturities of seven days or less), no more than 20 percent of available should be placed in that bank at any one time.

Plumas County Treasurer's Office
INVESTMENT GUIDELINES
Repurchase Agreements

July 1, 1985
Revised: August, 1985
Revised: January, 1996
Revised: August, 1998
Revised: February, 2002

INVESTMENT: Repurchase Agreements (repos) shall be authorized as acceptable investment instruments for the Plumas County Treasurer's Office.

REASONS: Repos are one of the most flexible investments available to invest short-term funds, and when proper guidelines are followed, are relatively safe.

DEFINITION: A repo involves two simultaneous transactions. One transaction involves the sale of securities (collateral) by a borrower of funds, typically a bank or broker/dealer in governments or agencies, to a lender of funds. The lender can be any investor with cash to invest. The second transaction is the commitment by the borrower to repurchase the securities at the same price plus a predetermined amount of interest on an agreed future date.

LEGAL AUTHORITY: Section 53601 of the Government Code permits Repos in any security that is allowed for purchase as defined in that same section of the Code. Collateral must be delivered to the local agency by book entry, physical delivery or third party custodial agreement.

CHARACTERISTICS: Repos can be entered into with any amount of dollars, including odd amounts. They are typically for very short periods, often one day; but it is not unusual for repos to be for periods of up to 180 days and occasionally longer.

Any type of security can be used as collateral, but most often government or agencies securities are utilized.

The interest rate earned on a repo is a function of short-term borrowing rates, the term of the repo, the size of the transaction, and the quality and supply of the securities used as collateral.

When Repos are transacted with a bank it is a normal practice to allow that bank to maintain the collateral in a pooled trust account. When the transaction is with a broker/dealer investment policies differ, but typically the collateral is transferred to the safekeeping account of the investor, especially if the dollars involved are large and the term of the Repo is relatively long.

RISK: There are minimal risks involved in a repo transaction if the collateral is priced properly. Caution should be used for repos of greater than 30 days so that market changes do not substantially change the value of the collateral.

Plumas County Treasurer's Office
INVESTMENT GUIDELINES
Repurchase Agreements
Page Two

GUIDELINES: Collateral used for repos shall be any security approved for purchase. Collateral for repos transacted with banks shall be allowed to be maintained in a pooled trust account. Collateral for repos transacted with broker/dealers shall be delivered to the Plumas County's safekeeping agent.

For repos of 30 days or less, no more than 20 percent of the available funds shall be invested with any one dealer.

Securities purchased through repurchase agreements shall be considered "owned" and added to the total of those securities (excluding repos of seven days or less). This will prevent percentage limitations on any type of security from being exceeded.

Plumas County Treasurer's Office
INVESTMENT GUIDELINES
Time Certificates of Deposit

July 1, 1985
Revised: March, 1986
Revised: January, 1996
Revised: August, 1998
Revised: February, 2002

INVESTMENT: Time Certificates of Deposit (TCDs) shall be authorized as acceptable investments for the investment portfolio of the Plumas County Treasurer's Office.

REASONS: TCDs can be attractive investments because they offer competitive yields, a wide range of maturities, and a relatively high degree of safety if they are insured and/or issued by a financial institution of high quality.

DEFINITIONS: A TCD is a non-negotiable instrument evidencing a deposit with a financial institution for a fixed period of time and normally for a fixed rate of interest. TCDs can be collateralized with securities or mortgages or, if issued in denominations of \$100,000 or less, they can be insured.

LEGAL AUTHORITY: Section 53630 of the Government Code allows public agencies to invest in the TCDs of banks, savings associations, or federally insured industrial loan companies.

HISTORY: Prior to 1975, bank TCDs collateralized with securities were one of the few investments allowed for public agencies. Subsequently, TCDs of other depositories were legalized as investments, the insured portion of TCDs was raised to \$100,000, mortgages could be utilized as collateral, and collateral could be waived in lieu of insurance.

CHARACTERISTICS: TCDs purchased by public agencies pay interest at least quarterly. Maturities are typically one year or less. Because they are non-negotiable, they are non-liquid and cannot be sold or redeemed prior to maturity without suffering a loss of interest. TCDs can be written for any amount, but it has become common practice over the past few years to issue TCDs in \$100,000 denominations to take advantage of the insurance available on that amount.

TCDs covered by insurance typically yield slightly more than TCDs collateralized. Yields on TCDs issued by different institutions can vary a great deal depending upon the quality and size of the institution.

GUIDELINES GOVERNING TCD INVESTMENTS: Only TCDs of financial institutions of highest quality should be purchased.

Plumas County Treasurer's Office
INVESTMENT GUIDELINES
Time Certificates of Deposit
Page Two

At the discretion of the Treasurer, up to \$300,000 may be placed in a bank or savings and loan not meeting the minimum rating requirement if a branch office is maintained in Plumas County.

No more than 15 percent of surplus funds shall be placed in TCDs of any one institution at any one time.

Waivers for insurance will be allowed.

Interest shall be collected monthly when possible.

Up to 50 percent of funds being managed may be deposited in TCDs at any one time. Deposits in any one financial institution, in combination with any other debt issued by that institution should equal not more than 20 percent of available funds (excluding repos and commercial paper with maturities of seven days or less).

Plumas County Treasurer's Office
Investment Guidelines
Shares of Beneficial Interest

January, 1996
February, 2002

INVESTMENT: Shares of Beneficial Interest shall be authorized as acceptable investments for the investment portfolio of the Plumas County Treasurer's Office.

REASONS: Shares of Beneficial Interest offer a reasonable amount of liquidity, diversification and safety. They are also easy to invest in and they allow odd amounts of money to be fully invested.

DEFINITION: Shares of Beneficial Interest are mutual funds. Each share of the Fund represents an ownership of the Fund's assets and shares all income and expenses.

LEGAL AUTHORITY: Section 53601 of the Government Code authorizes local agencies to purchase Shares of Beneficial Interest if they have been awarded the highest letter and numerical rating provided by at least two of the three largest nationally recognized rating services; or if they are managed by an investment advisor registered with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations as authorized in Section 53601 of the Government Code and with assets under management in excess of \$500,000,000. Eligible Shares of Beneficial Interest must only invest in securities that meet the requirements and restrictions listed in Section 53601 of the Government Code. Commissions may not be included in the purchase price and the total of all Shares of Beneficial Interest may not exceed 15 percent of available funds.

GUIDELINES: The restriction on Shares of Beneficial Interest allow for prudent use of them. No additional restrictions need to be applied.

Plumas County Treasurer's Office
INVESTMENT GUIDELINES
Exceptions to Established Guidelines

September 4, 1986

Revised: January, 1996

Revised: February, 2002

When appropriate alternative investments cannot be located or because of time constraints, funds may temporarily be invested in BAs, CP or repos if the following conditions are met:

1. The maturity of the investment does not exceed 14 days.
2. The issuer is approved by the Plumas County Treasurer with recommendations by its investment advisor.
3. The amount invested in any one institution does not exceed legal limits.



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 301
Quincy, California 95971-9115

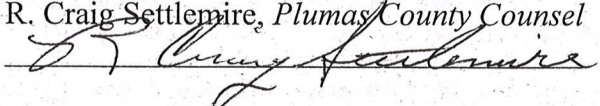
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January 23, 2014

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: R. Craig Settlemyre, *Plumas County Counsel*


SUBJECT: Approval of copy machine lease agreement for the County Counsel's office for meeting February 4, 2013

Background:

The existing copy machine lease agreement for the County Counsel's office expires February 20, 2014. That lease, including services/repairs, was for 60 months at the rate of \$448.15 per quarter for a network black/white print machine that prints and scans at 25 pages per minute. Informal bids were requested from two vendors including a cost proposal in regards to a buyout of the existing leased equipment. Upon review of all proposals received, we have opted to pursue a lease agreement with the lowest quote received.

Proposal:

The County Counsel's office would like to enter into a 60 month lease agreement with Ray Morgan Company for a Samsung SCX 8128NA machine that will print and scan at 28 pages per minute at a quarterly rate of \$286.93, including services/repairs. We have determined this machine will meet our needs and will be less costly over the next five years than pursuing a buyout on our existing leased machine.

Action:

It is recommended that the Board of Supervisors approve the attached Equipment Lease Agreement and Services Agreement with Ray Morgan Company and authorize the Chair to sign the same on behalf of Plumas County.

END OF MEMORANDUM



GREGORY J. HAGWOOD
SHERIFF/CORONER


Office of the Sheriff

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

4D

DATE: January 23, 2014

TO: Honorable Board of Supervisors

FROM: Sheriff Gregory Hagwood 

RE: Agenda Item for the meeting of February 4, 2014

Recommended Action:

Review, approve and sign the attached contract with Sierra Electronics for annual radio maintenance and project work.

Background and Discussion:

The Sheriff's Office has been using Sierra Electronics for radio repair and maintenance, as well as a contractor for some projects, for many years. The attached contract covers work through calendar 2014 and remains essentially unchanged from past years.

The contract has been reviewed by County Counsel's Office and has already been signed by the contractor. The contract has a fixed cost of \$30,142.80 for the year's maintenance agreement, and the balance designated for project work outside of repair issues, as needed. The contract needs approval from the Board and the Chairman's signature on two copies.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and Berry Enterprises, Inc., a Nevada corporation doing business as Sierra Electronics (hereinafter referred to as "Contractor").

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 three hundred and fifty thousand and 00/100 Dollars (\$350,000.00).
3. Term. The term of this agreement shall be from January 1, 2014 through December 31, 2014, unless terminated earlier as provided herein.
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 shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. 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. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) 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 the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy 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, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. 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. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever 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:

Sheriff's Office
County of Plumas
1400 E. Main St.
Quincy, CA 95971
Attention: Dean Canalia, Assistant Sheriff

Contractor:

Sierra Electronics
690 East Glendale Ave., Suite 98
Sparks, NV 89431
Attention: Contracts Manager

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. Retention of Records. 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.
25. Equipment Maintenance Agreement. The Equipment Maintenance Agreement attached as Exhibit A is incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the terms of Exhibit A, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Berry Enterprises, Inc., a Nevada corporation
doing business as Sierra Electronics

By: Jarrel L. Walton

Jarrel L. Walton
President/GM

Date signed: 12-23-2013

By: Charles K. Berry
~~Charles K. Berry~~ DOUGA L WALTON
Secretary

Date signed: 12-23-13

COUNTY:

County of Plumas, a political subdivision of
the State of California

By: _____

Name:

Title: Chair, Board of Supervisors

Date signed:

APPROVED AS TO FORM:

Plumas County Counsel

By: Stephen L. Mansell

Stephen L. Mansell

Deputy County Counsel

Date signed: 12/12/13

EXHIBIT A

Equipment Description	Model #	Serial #	Place of Service	Per unit	Total
Astro Digital Base Station			Hough	46.00	46.00
XTL Digital Base Station			Quincy/Portola	46.00	92.00
MSF 5000 UHF RF Link			Dispatch/Huff	138.00	138.00
MSF 5000 Repeater		Huff/Red	Black	69.00	69.00
Quantar Repeaters			H/Red/Beck/Dyer	69.00	276.00
Quantar Base			Quincy	57.50	115.00
3 Position Dispatch Console			Quincy	258.75	258.75
IP Link From Quincy To Portola			Quincy/Portola	28.75	28.75
XTS2500 Portable Radios			Sierra Shop	7.20	432.00
HT1000 Portable Radios			Sierra Shop	7.20	43.20
MT2000 Portable Radios			Sierra Shop	7.20	14.40
XTL5000 Mobile Radios			Quincy	7.20	230.40
MCS2000 Mobile Radios			Quincy	7.20	72.00
Vehicular Repeaters			Quincy	4.00	176.00
Spectra Mobile Radios			Quincy	7.20	14.40
Federal TM4 Siren Control Modules			Quincy	4.60	128.80
Undercover Siren & Light Controllers			Quincy	4.60	18.40
XTL5000 Boat Radios			Quincy	2.30	11.50
MCS2000 Boat Radio			Quincy	2.30	2.30
Kenwood TKR8400	MedCon Equipment		0 Beck/Flea/Hough/R	69.00	276.00
Quantar Repeater	MedCon Equipment		0 Dyer	69.00	69.00
				Monthly Total	2511.90

Scope of Work and Fee Schedule

For all labor work on equipment that is not covered under the attached Equipment List, Contractor's labor rates are:

For in-shop or field installation: \$65.00 per hour

For bench repairs: \$88.00 per hour

For field repairs: \$96.00 per hour

For high technical labor: \$125.00 per hour

The labor rates listed in this Agreement shall not be applicable to project-based work awarded following the solicitation of bid requests from the County. The labor rates for such project-based work shall be the amounts quoted in Contractor's responses to such bid requests.

SM COUNTY INITIALS

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CONTRACTOR INITIALS 