

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 OCTOBER 07, 2014 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

9:00 – 10:00 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

10:00 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

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.

Convene as the Flood Control & Water Conservation District Governing Board

1. FLOOD CONTROL & WATER CONSERVATION DISTRICT – Robert Perreault

Review of State Water Project invoices received from the Department of Water Resources (DWR) for calendar years 2014 and 2015. Discussion and possible action

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

2. U.S. FOREST SERVICE – David Kinateder

Presentation regarding fire and fuel conditions on the Plumas National Forest

3. **DEPARTMENTAL MATTERS**

A) **ASSESSOR** – Charles Leonhardt

Authorize the Assessor to recruit and fill 1.0 FTE vacant and funded Cadastral Drafting Specialist position. Discussion and possible action

B) **PROBATION** – Dan Prince

- 1) Authorize the Probation Department to recruit and fill 1.0 FTE vacant and funded Probation Assistant position. Discussion and possible action
- 2) Authorize the Probation Department to recruit and fill 1.0 FTE vacant and funded Deputy Probation Officer I/II position utilizing funding from SB678 and AB109. Discussion and possible action

C) **BUILDING** – John Cunningham

- 1) Authorize the Building Department to recruit and fill 1.0 FTE vacant and funded Plans Examiner II position. Discussion and possible action
- 2) Appropriate \$10,300 from the General Fund Contingency to Other Wages for temporary extra-help until the Plans Examiner II position is filled. Four/fifths required roll call vote
- 3) Approve request to increase the maximum allowable balance of comp time for Building Plans Examiner II by 25% to 300 hours

D) **DISTRICT ATTORNEY** – David Hollister

- 1) Authorize the District Attorney to recruit and fill 1.0 FTE vacant and funded Community Case Manager position to provide assistance to the Alternative Sentencing Program and the Plumas Adult Substance Abuse Treatment Court under AB109 and Drug Court Realignment funding. Discussion and possible action
- 2) Approve request to create a finalist list for position of Deputy District Attorney for review by the District Attorney prior to the position becoming vacant. Discussion and possible action

E) **PUBLIC HEALTH AGENCY** – Mimi Hall

Authorize the Director of Public Health to recruit and fill 1.0 FTE Driver I/II/III; 1.0 FTE Veterans Service Representative I/II; 1.0 FTE Community Outreach Coordinator; and 1.0 FTE Office Assistant I/II/III. Discussion and possible action

F) **PUBLIC WORKS** – Robert Perreault

Authorize the Department of Public Works to recruit and fill upcoming vacancy of 1.0 FTE Public Works Fiscal Officer/Administrative Services Manager scheduled for June 01, 2015; and further authorize a six-month overlap effective December 01, 2014 to allow for training while the incumbent is still working. Discussion and possible action

G) **MENTAL HEALTH** – Peter Livingston

- 1) Authorize the Department of Mental Health to recruit and fill 1.0 FTE Mental Health Therapist I/II or Behavioral Health Therapist I/II; and 1.0 FTE Community Care House Attendant I/II. Discussion and possible action
- 2) Pursuant to Resolution No. 14-7975, authorize temporary help employees of Mental Health to exceed the 29 hour work week subject to direction of the Director of Mental Health. Discussion and possible action

4. BOARD OF SUPERVISORS

- A. Adopt **RESOLUTION** approving Proposed Revisions to the California Home Finance Authority (CHF) Joint Powers Agreement. **Roll call vote**
- B. Set Board meeting schedule for November 2014
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
- E. Appointments

CSAC BOARD OF DIRECTORS

Select Director and Alternate for the CSAC Board of Directors 2014-2015 Association year commencing November 18, 2014

MENTAL HEALTH COMMISSION

Appoint Louise Steenkamp to the Plumas County Mental Health Commission as recommended

5. 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) BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to the Department of Transportation for Encroachment Permit (Greenville Homecoming Parade and Rally, October 10, 2014 at 11:30 a.m., Greenville)

B) SHERIFF

Approve and authorize the Auditor to pay Sav Mor invoice of \$62.33 for expenses incurred by the Sheriff's Office during marijuana garden investigation and eradication

C) CLERK OF THE BOARD

Approve Board minutes for September 2014

D) TREASURER/TAX COLLECTOR

Approve and authorize the Treasurer to sign Contract between County of Plumas and KNN Public Finance to refund Certificates of Participation 2033 Series A

E) SOCIAL SERVICES

Approve and ratify a six month extension of a contract between the County of Plumas and Janine, an independent consultant providing services to the Child Abuse Prevention Council and administering contracts associated with child abuse prevention; and authorize the Director of Social Services to sign. Approved as to form by County Counsel

F) FACILITY SERVICES

Approve and authorize the Chair to sign Services Agreement between County of Plumas and Tim Ringo dba Bob's Janitorial Service (Quincy Library and Museum; Quincy One Stop Permit Center). Approved as to form by County Counsel

G) PUBLIC HEALTH AGENCY

Approve a collaborative Memorandum of Understanding among Plumas Rural Services, Plumas Crisis Intervention and Resource Center, Plumas Charter School, Dramaworks, Feather River College, Plumas Unified School District and Public Health Agency to increase accessibility and relevancy of services related to domestic violence, sexual assault, dating violence and/or stalking against the target service population

H) PUBLIC WORKS

- 1) Adopt Plans and Specifications for Work Order #483-Bucks Lake Road Rehabilitation (Snake Lake Road to Slate Creek Road) and authorize the Department of Public Works to advertise for bids accordingly
- 2) Solid Waste: Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County and Waste Management regarding Green Waste Disposal in the American Valley area, subject to approval by County Counsel.

I) LIBRARY

Approve Plumas County Library Collection Development Policy as submitted. Approved as to form by County Counsel

NOON RECESS

6. 1:00 P.M. BOARD OF SUPERVISORS

FY 2014-2015 Budget Review for the following Non-General Fund Departments:

- Public Works/Roads/Solid Waste
- Flood Control and Water Conservation District
- Flood Control and Water Conservation District 208B

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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
- 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: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, October 14, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.



PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

Operations

AGENDA REQUEST

for the October 7, 2014 meeting of the District Governing Board

September 29, 2014

To: Honorable Governing Board
From: Robert Perreault, Co-Manager, PCFC&WCD
Subject: Review of State Water Project Invoices Received from DWR for
Calendar Years 2014 and 2015; discussion, possible action and/or
direction to staff.

BACKGROUND

In regard to the State Water Project (SWP), the Department of Water Resources (DWR) has submitted invoices to the Flood Control District for Calendar Years 2014 and 2015, copies attached. The CY 2015 invoices represents a \$37,578 (25%) increase over the CY 2014 invoices.

Also attached is a letter of explanation, dated July 18, 2014, from Mark W. Cowin, Director, DWR, addressed to Terry Erlewine, General Manager of the State Water Contractors.

This matter is agendized to enable review and comments by the Governing Board members as well as the constituents of the Flood Control District.

RECOMMENDATION

District staff submits no specific recommendation at this time.

State of California
 California Natural Resources Agency
 DEPARTMENT OF WATER RESOURCES
 Post Office Box 942836
 Sacramento, California 94236-0001

STATE WATER RESOURCES DEVELOPMENT SYSTEM

INVOICE FOR

PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

CAPITAL AND MINIMUM O.M.P.&R. COMPONENT
 CHARGES FOR A WATER SUPPLY
 IN 2014

Mr. Bob Perreault, Director of Public Works
 Plumas County Flood Control
 and Water Conservation District
 1834 East Main Street
 Quincy, California 95971-0795

Invoice No: 14-018-T

Date: June 30, 2013

Contract No: 160259

[In dollars]

| Due on or Before | Water System Revenue Bond | | Capital Cost Component C/ | | Minimum O.M.P.&R. Component | | Total Payment Due |
|------------------|---------------------------|------------------------------|---------------------------|-----------------------|-----------------------------|-----------------------|-------------------|
| | Surcharge | 25 Percent Bond Cover Charge | Delta Water Charge A/ | Transportation Charge | Delta Water Charge B/ | Transportation Charge | |
| January 1 | \$ 7,685 | \$ 5,066 | \$ 18,097 | \$ 8,048 | \$ 5,987 | \$ (222) | \$ 44,661 |
| February 1 | | | | | 5,987 | (222) | 5,765 |
| March 1 | | | | | 5,987 | (222) | 5,765 |
| April 1 | | | | | 5,987 | (222) | 5,765 |
| May 1 | | | | | 5,987 | (222) | 5,765 |
| June 1 | | | | | 5,987 | (222) | 5,765 |
| July 1 | 7,685 | 5,065 | 18,096 | 8,047 | 5,987 | (222) | 44,658 |
| August 1 | | | | | 5,987 | (223) | 5,764 |
| September 1 | | | | | 5,986 | (223) | 5,763 |
| October 1 | | | | | 5,986 | (223) | 5,763 |
| November 1 | | | | | 5,986 | (223) | 5,763 |
| December 1 | | | | | 5,986 | (223) | 5,763 |
| Total: | \$ 15,370 | \$ 10,131 | \$ 36,193 | \$ 16,095 | \$ 71,840 | \$ (2,669) | \$ 146,960 |

TERMS: As provided under Article 32 (b) of the contract, interest shall accrue at the Pooled Money Investment Fund Rate per month on delinquency payment if the delinquency continues for more than 30 days

A/ 2,500 acre feet @ \$14,47704385
 B/ 2,500 acre feet @ \$28,73580271

State of California
California Natural Resources Agency
DEPARTMENT OF WATER RESOURCES
Post Office Box 942836
Sacramento, California 94236-0001

STATE WATER RESOURCES DEVELOPMENT SYSTEM

INVOICE FOR

PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

CONSERVATION REPLACEMENT ACCOUNT SYSTEM CHARGE

IN 2014

Mr. Bob Perreault, Director of Public Works
Plumas County Flood Control
and Water Conservation District
1834 East Main Street
Quincy, California 95971-9795

Invoice No: 14-019-U

Date: June 30, 2013

Contract No: 160259

[in dollars]

| Due on or Before | Amount Due |
|------------------|----------------|
| January 1 | \$229 |
| February 1 | 229 |
| March 1 | 229 |
| April 1 | 229 |
| May 1 | 229 |
| June 1 | 229 |
| July 1 | 229 |
| August 1 | 229 |
| September 1 | 229 |
| October 1 | 229 |
| November 1 | 229 |
| December 1 | 229 |
| Total: | <u>\$2,748</u> |

TERMS: As provided under Article 32 (b) of the contract, interest shall accrue at the Pooled Money Investment Fund Rate per month on delinquency payment if the delinquency continues for more than 30 days.

State of California
 California Natural Resources Agency
 DEPARTMENT OF WATER RESOURCES
 Post Office Box 942836
 Sacramento, California 94236-0001

STATE WATER RESOURCES DEVELOPMENT SYSTEM

INVOICE FOR

PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

CAPITAL AND MINIMUM O.M.P.&R. COMPONENT
 CHARGES FOR A WATER SUPPLY
 IN 2015

Mr. Bob Perreault, Director of Public Works
 Plumas County Flood Control
 and Water Conservation District
 1834 East Main Street
 Quincy, California 95971-9795

Invoice No: 15-019-T

Date: June 30, 2014

Contract No: 160259

[in dollars]

| Due on or Before | Water System Revenue Bond | | Capital Cost Component C/ | | Minimum O.M.P.&R. Component | | Total Payment Due |
|---------------------|---------------------------|------------------------------------|---------------------------|-----------------------------|-----------------------------|--------------------------|----------------------|
| | Surcharge | 25 Percent Bond Cover Charge | Delta Water Charge A/ | Transportation Charge D/ | Delta Water Charge B/ | Transportation Charge | |
| January 1 | \$ 10,485 | \$ 6,026 | \$ 23,040 | \$ 7,819 | \$ 7,618 | \$ 8 | \$ 54,996 |
| February 1 | | | | | 7,618 | 8 | 7,626 |
| March 1 | | | | | 7,618 | 8 | 7,626 |
| April 1 | | | | | 7,617 | 7 | 7,624 |
| May 1 | | | | | 7,617 | 7 | 7,624 |
| June 1 | | | | | 7,617 | 7 | 7,624 |
| July 1 | 10,484 | 6,025 | 23,040 | 7,819 | 7,617 | 7 | 54,992 |
| August 1 | | | | | 7,617 | 7 | 7,624 |
| September 1 | | | | | 7,617 | 7 | 7,624 |
| October 1 | | | | | 7,617 | 7 | 7,624 |
| November 1 | | | | | 7,617 | 7 | 7,624 |
| December 1 | | | | | 7,617 | 7 | 7,624 |
| Total: | \$ 20,969 | \$ 12,051 | \$ 46,080 | \$ 15,638 | \$ 91,407 | \$ 87 | \$ 186,232 |

TERMS: As provided under Article 32 (b) of the contract, interest shall accrue at the Pooled Money Investment Fund Rate per month on delinquency payment if the delinquency continues for more than 30 days

A/ 2,600 acre feet @ \$17.72314061
 B/ 2,600 acre feet @ \$35.15666662

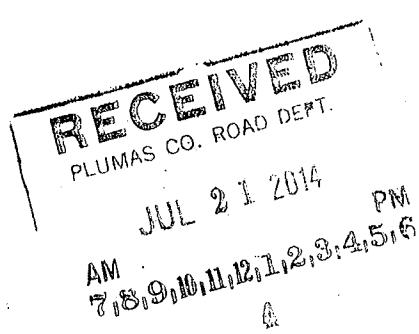
DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



July 18, 2014

Mr. Terry Erlewine, General Manager
1121 L Street, Suite 1050
Sacramento, California 95814



Dear Mr. Erlewine:

I am writing to respond to concerns raised by your member agencies regarding the increased charges we are projecting for the 2015 State Water Project (SWP) bills. As you know, these increases are needed due to the under collection this past year of certain operating costs. We understand that the projected increases could be burdensome, particularly to some contractors whose annual budgets have already been adopted based on a lower projection. As we have discussed, we are working on a number of fronts to mitigate the rate impacts as much as possible. We are also working to improve our cost projection and cost management processes, so that we can avoid such increases in the future. Please share this letter with your members so that they understand how this circumstance arose, what we are doing now to reduce the impact on projected charges for 2015, and the internal changes we are making to avoid a repeat.

As you know, DWR is obligated to provide SWP water contractors with a projection of the following calendar year's costs and bills by July 1. We became aware in June that actual SWP operational costs for 2013 and 2014 have been higher than previously accounted for due to a number of factors, including unanticipated maintenance needs and compliance requirements, elimination of State government furloughs, salary increases for skilled project trades and crafts staff, new staff positions, and increases in overhead. Because these cost increases were not completely accounted for in the 2013 and 2014 bills, a cumulative under-billing of about \$125 million occurred over these two calendar years. The under collection amounts to 6 percent of the cumulative billing in those years. Total SWP billing was \$1.06 billion in 2013 and \$1.03 billion in 2014.

Under the terms of our contracts with your members, we are obligated to begin collecting for these costs in 2015. We recognize that our initial projection of rate increases needed to compensate for this under collection may create fiscal problems for some member agencies. We are therefore working on two fronts to reduce the charges for 2015. First, under a variety of considerations that include DWR's capitalization policy and regulations governing the sale of DWR's tax-exempt Water Revenue Bonds, we have identified about two dozen projects at existing SWP facilities that were originally billed as operating expenses that could have been capitalized. Capitalizing these projects, most of which are underway at DWR pumping and generating plants, will immediately improve SWP cash flow and lower the operating expense components of 2013, 2014, and 2015 bills. Second, we are evaluating the deferral of certain non-critical SWP work for six to 18 months, which also will improve both cash flow and reduce the SWP bills going forward. We anticipate having a revised Statement of Charges for 2015 no later than November 2014 reflecting a reduction. We are currently evaluating the amount of reduction that will be possible.

As we consider options for avoiding a repeat of this difficult situation, it is important to remember the underlying contractual obligations that govern our accounting practices and rate setting procedures. Both DWR and our long-term water supply customers have lived with, and at times struggled with, the fundamental contractual requirement that SWP water and power costs must be projected and submitted to SWP customers by July 1 of the calendar year preceding the calendar year in which the customers will pay those costs. This hard-wired requirement for forecasting costs is further complicated, from a cash flow perspective, by the fact that SWP operations expenditures are recovered from our customers in twelve equal payments over the billing year. Additionally, these bills are for a future year before we know how much water will be available for delivery and, therefore, how much power will be needed and the cost associated with that power. This practice of forecasting SWP operating costs in bills has allowed public agencies receiving SWP water to include the cost of SWP water supply in their own rate-making processes. Nonetheless, it is difficult to accurately predict future costs, which has been a significant factor contributing to our current situation.

These SWP long-term water supply contracts were developed with broad legislative and future water contracting agency input under the leadership of former Governor Pat Brown, as well as significant judicial deliberation, including validation actions. Today water and power management is far more complex and challenging, and costs can spike in unanticipated ways. Despite the constraints described above, we do believe that certain process improvements are needed, and we are committed to implementing them as quickly as possible. I and the rest of DWR's management take the current under-collection issue seriously and regret any hardship to our SWP contractors. We are therefore developing a detailed work plan to improve our budgeting and billing processes as quickly as possible. A manager will be designated to lead the development of the work plan. We will engage the SWP water contractors, your organization and other experts in developing and executing this work plan.

Mr. Terry Erlewine, General Manager
July 18, 2014
Page 3

In closing, I believe it is important to keep this problem in perspective: We all agree that DWR is not imposing inappropriate costs to the DWR contractors. No payments have been or are threatened to be missed on any SWP obligations, no compromise of safety has occurred, nor has SWP operational capability been impaired. We are working diligently on measures to reverse the diminishing SWP cash flow trend and reduce SWP operating expenses for both 2014 and 2015. We look forward to working through current operating expense difficulties with you and our SWP water contracting agencies. We aim to better serve our customers and continue to safely and effectively operate the State Water Project, which is a cornerstone of California's economy.

Sincerely,



Mark W. Cowin
Director

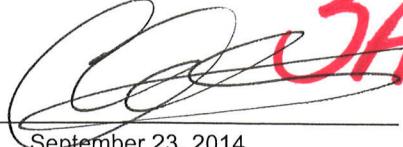
cc: Mr. Paul Gosselin, Director
Butte County Water and
Resource Conservation District
Oroville, California 95965-3398

Mr. Bob Perreault
Director of Public Works
Plumas County Flood Control and
Water Conservation District
1834 East Main Street
Quincy, California 95971-9795

BOARD AGENDA REQUEST FORM

3A

Department: Assessor

Authorized Signature: 

Board Meeting Date: September 23, 2014

Request for 5 minutes for presentation

(If a specific time is needed, please contact the Clerk of the Board directly.)

Consent Agenda: Yes No

Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Request approval to fill the allocated Cadastral Drafting Specialist Position

B. _____

C. _____

Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

I have discussed this request with the Human Resource Director and Budget Consultant.

If another department or the CAO is opposed to an agenda item, please indicate the objection:

I am not aware of any opposition to this request.

Attached Documents:

Contracts/Agreements:

Three copies? (Y / N)
Signed? (Y / N)

Budget Transfers Sheets:

Signed? (Y / N)

Other: _____

Publication:

Clerk to publish on _____.
 Notice attached and e-mailed to Clerk.
 Notice to be published _____ days prior to the hearing. _____ (if a specific newspaper is required, enter name here.)
 Dept. published on _____ (Per Code § ____).
 Copy of Affidavit Attached.

County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

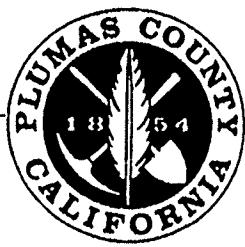
Yes: No: Not Applicable:

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

PLUMAS COUNTY ASSESSOR

1 Crescent Street, • Quincy, CA 95971 • (530) 283-6380 • Fax (530) 283-6195



CHARLES W. LEONHARDT
ASSESSOR

Date: September 15, 2014

To: The Honorable Board of Supervisors

From: Charles W. Leonhardt, Assessor

Subject: Authorization to fill vacant Cadastral Drafting Specialist position

It is recommended that the Board:

Authorize the Assessor to fill the vacancy created by the resignation of the Cadastral Drafting Specialist.

Background and Discussion:

The Assessor's Cadastral Drafting Specialist resigned recently and unexpectedly due to family matters.

The Cadastral Drafting Specialist position is critical to insure that legal descriptions are interrupted correctly and that necessary mapping functions are carried out. This position is critical in customer service areas related to LAFCO, special districts, the assessor's internal staff and the public.

The Assessor's Office and most general fund departments have made significant staffing reductions in recent years as a result of declining revenues and property values. The Assessor's Office does not have sufficient personnel or the critical skills needed to carry out its basic functions with out this position.

Assessor Response to Critical Staffing Committee Questions
Cadastral Mapping Position
September 9, 2014

1. Is there a legitimate business, statutory or financial justification to fill the position?

Yes. One of the Assessor's responsibilities is to insure that all taxable property within the county is assessed and like wise that no property is double assessed. A quality internal mapping system is critical to accomplish task Mapping duties include integrating new subdivisions, parcel maps, lot line adjustments, segregations and court decrees into the Assessor's mapping system. In addition to mapping duties the cadastral mapping position analyzes all legal descriptions, tracks mining claim ownerships and assists with building sketching.

2. Why is it critical that this position be filled at this time?

The position has continuous work flow. Staff members have absorbed a portion of these duties in the interim, however back logs are occurring due to the reallocation of resources.

3. How long has the position been vacant?

The position was vacant as of July 16, 2014

4. Can the department use other wages until the next budget cycle?

No. We do not have adequate funds to in other wages at this time. The funds that are in other wages are needed for extra help during high work volume periods in the year.

5. What are staffing levels for other counties for similar departments and/or positions?

Most counties have at least one cadastral mapping position.

6. What core function will be impacted without filling this position prior to July 1?

Necessary mapping projects will not be completed to produce a complete 2015 tax roll. Annexations could potentially be delayed. Mining claim tracking will fall behind, business property assessments and exemption processing and value entry will be delayed due to reallocation of personnel.

7. What negative impact will the county suffer if the position is not filled by July?

Delayed revenues

8. A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event that the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

N/A

9. Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No

10. Does the budget reduction plan anticipate the elimination of any or the requested positions?

N/A

11. Departments shall provide an estimate of the 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 is a general fund department. I do not expect our budget to change significantly over the next two budget years.

12. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the past three years.

This department does not have a reserve account.



3B1

Daniel Prince, Chief Probation Officer

Plumas County Probation Department
270 County Hospital Road, Ste. 128
Quincy, CA 95971

DATE: September 9, 2014

TO: Honorable Board of Supervisors

FROM: Daniel Prince, Chief Probation Officer 

SUBJECT: Request for approval to recruit and fill fully funded vacant 1.0 FTE Probation Assistant

Recommendation

Approve the filling of the vacant, 1.0 FTE Probation Assistant position, which was allocated and funded in the 2013-2014 and has funding appropriated in proposed 2014-2015 recommended budget.

Background and Discussion

On June 16, 2014, the Probation Assistant was promoted to Probation Report Writer. This left a vacancy in the Probation Assistant allocations for the department. The position was fully funded in the 2013-2014 budget year in the General Fund. In the budget request for 2014-2015, the Probation Assistant position is funded .30 FTE from SB678, .30 FTE from AB109, and .40 FTE from the General Fund. The Department respectfully requests Board approval to fill the vacant Probation Assistant position with the significantly reduced impact on the General Fund.



3B2

Daniel Prince, Chief Probation Officer

Plumas County Probation Department
270 County Hospital Road, Ste. 128
Quincy, CA 95971

DATE: September 18, 2014

TO: Honorable Board of Supervisors

FROM: Daniel Prince, Chief Probation Officer 

SUBJECT: Request for Approval to Fill a Funded Vacant 1.0 FTE Deputy Probation Officer I/II Position

Recommendation

Authorize the Probation Department to fill a vacant, allocated, and funded, 1.0 FTE Deputy Probation Officer I/II position utilizing funding from SB678 and AB109.

Background

Since November 2013, there has been an open recruitment for an allocated 1.0 FTE Deputy Probation Officer I/II; however, there is no record of Board of Supervisor approval specifically to fill this position. This officer will provide intensive supervision and caseload management for high risk adult offenders. In the 2014-2015 budget request, the Deputy Probation Officer I/II position is funded .75 FTE from SB678, and .25 FTE from AB109. Therefore, approval is respectfully requested to fill the position without the use of any General Fund monies.



PLUMAS COUNTY BUILDING DEPARTMENT

555 Main Street
Quincy, CA 95971
www.plumascounty.us

3C1,2
voice (530) 283-7011
24/7 inspection request (530) 283-6001
fax (530) 283-6134

Date: September 26, 2014

To: Honorable Board of Supervisors

From: John Cunningham
Building Official

Agenda: October 7, 2014

A handwritten signature in black ink, appearing to read "John Cunningham".

Item Description/Recommendation:

1. Request approval to refill the soon-to-be-vacant Plans Examiner II position.
(Required completed *Question For Staffing Critical Positions Which Are Currently Allocated* form enclosed as Exhibit A, and Organizational Chart enclosed as Exhibit B)
2. Request approval of a contingency request in the amount of \$10,300 for Other Wages to allow the hiring of a temporary building inspector until a permanent replacement is in place.
(Temporary Employee Cost Breakdown enclosed as Exhibit C)

History/Background:

For the last two years the Building Department has functioned without designated Building Inspector positions. The department's two PlanS Examiners have done double duty, plan-checking and field inspections. To try to keep up with the combined workload, specific days of the week are designated as plan-checking days, and the remaining days as inspection days. It is not uncommon for an inspector to have 10 to 13 inspections to perform on an inspection day, often having to drive more than 150 miles, and having to work more than 8-hours each day to perform all the inspections, causing them to accumulate significant amounts of compensated time off.

On September 24, 2014, with no advance warning, one of the department's two Plans Examiners tendered his resignation effective October 17, 2014, and stating in his letter of resignation that, "Because I have accumulated the maximum hours for compensated time off, vacation time as well as unused sick leave, my remaining work schedule will be limited so that I am able to use that time as needed before my final pay period ends."

Historically, and this year appears to be no exception, the department's busiest inspection time is from early fall (now) until the snow slows down inspection requests. The department has over 1,960 open building permits. These are customers who have been required by law to prepay for the required inspections. The County has a clear obligation to perform the required inspections.

Where We Are Now:

We are entering the department's busiest inspection season, and to meet the department's responsibility for both plan-checking and field inspection, the department now has only one Plans Examiner, who needs major knee surgery in the near future, and one Building Official, with a back condition that prevents him from performing field inspections. There are countless analogies that could be applied to the situation the department is now in, but forgoing those, suffice to say, the department is in an extremely difficult staffing situation.

What To Do:

1. Immediately begin the recruitment process for a permanent replacement.
2. As soon as possible, hire a temporary person to perform field inspections until such time as a permanent replacement is in place, or inclement weather has significantly reduced inspection requests.

Strategy:

Recruit for either a Plans Examiner or Building Inspector, thereby providing more candidates to choose from. However, the preference will be to hire the Building Inspector position, allowing the department's remaining Plans Examiner to perform a significantly reduced number of inspections, and to reduce the department's operating expenses slightly. For department succession planning, the intent would be to train the new building inspector to, over time, be able to move into the Plans Examiner position.

Until a temporary inspector can be found, the following stop-gap measures are intended to be instituted:

1. The department's one remaining Plans Examiner will perform inspections in the north portion of the County on Mondays and Thursdays; the south and east areas of the County on Tuesdays, and Fridays.
2. The Plans Examiner will use Wednesdays as a dedicated plan-checking day.
3. The Building Official will also perform plan-checking.
4. Photo inspection will be utilized to the maximum extent possible.
5. When time does not permit, required sheetrock nailing inspections and insulation inspections will be waived.
6. When time does not permit, at the Building Official's discretion, some required inspections will be approved without inspection, and be so noted in the inspection record.

Resigning Plans Examiner's "Payoff":

To attempt to do "more with less", over the last several years the Board approved increases to the comp limit for specific Building Department staff. The basic limit is 90 hours, for specific Building Department staff, the limit was eventually increased to 240 hours. As stated in the letter of resignation, "... I have accumulated the maximum hours for compensated time off, vacation time as well as unused sick leave ... ". This makes the "payoff" huge, and serves as a strong example of why doing more with less is a fantasy, as it almost always come back to haunt us – as this has.

Estimated “payoff” is as follows:

Assuming 72 hours of vacation are used (one day is a holiday) during the two weeks of 10/5 through 10/17, his balance (with two more accruals between now and then) will be 269.31.

Sick leave balance will be 889.312. He receives 35% of that after 10 years of service, so his hours will be 311.259.

His comp time balance will be 240.

269.231 – Vacation

311.259 – Sick Time

240.00 – Comp time

820.49 Total Hours for Payoff

\$31.20 hourly rate

$820.49 \times \$31.20 = \$25,599.29$

\$1,958.35 (County portion of FICA)

\$27,557.64 Total cost to County

Since the County is in the early portion of a new fiscal year, the Building Department budget for Salaries and Benefits can currently cover this expenditure. I suggest rather than using Contingencies or Fund Balance to cover this unanticipated expense now, we hope that as we approach the end of this fiscal year, revenues have exceeded the projection, and that savings have been realized in Services and Supplies, such that the full cost of the payoff, although not budgeted for, can be partially/largely covered from the Building Department budget.



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QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED

September 25, 2014

Q1: Is there a legitimate business, statutory or financial justification to fill the position?

A1: The Building Department has over 1,960 open building permits. These are building permits for which the applicant prepaid the County to perform the required inspections. The County therefore, has both a business and financial obligation to perform the required inspections.

Q2: Why is it critical that this position be filled at this time?

A2: Due to layoffs, for the last two years the Building Department has functioned without any designated Building Inspector positions. Plan Examiners have been required to do double duty as both Plans Examiners and field inspections. To try to balance the workload of plan checking and field inspecting, we inspected four days per week and plan checked one day per week. Falling behind on plan check, approximately a month ago we changed to inspecting three days per week and plan check two days per week. Now the number of inspections each inspection day is exceeding our ability to accommodate all the inspection requests.

Having to do double duty has caused the department's two Plans Examiners to often reach the limit of accumulated compensated time off. To attempt to address this is a stop-gap manner, twice I have gone to the Board to request and receive approval to raise the limit on accumulating comp time. The limit for these two employees is now 240 hours, more than double the Personnel Manual limit of 90 hours. They both are also frequently at the limit of allowed vacation accumulation. This has caused them to frequently have to take a few days off to stay below the comp and vacation accumulation limits. When one of them is off to "burn" comp or vacation, the other employee ends up accumulating even more comp time – an inefficient ever downward spiral.

The workload of plan-checking and field inspection can barely be handled by two employees; it simply cannot be handled by only one employee.

Q3: How long has the position been vacant?

A3: Will not be vacant until October 17, 2014. However, the employee has stated that, "Because I have accumulated the maximum hours for compensated time off, vacation time as well as unused sick leave, my remaining work schedule will be limited so that I am able to use that time as needed before my final pay period ends."

Q4: Can the department use other wages until the next budget cycle?

A4: No. The Building Department budget does not contain an other wages line item, and the next budget cycle is one year away.

Q5: What are staffing levels at other counties for similar departments and/or positions?

A5: For a comparison to provide even marginally meaningful guidance as to necessary staffing levels, all the following factors would have to be similar:

- The geographical size of the jurisdiction.
- The population density within the jurisdiction.
- Clustering of population centers within the jurisdiction.
- The number of building permit submittals and the number of open building permits.
- The building permit fee structure of the jurisdiction.

I am not aware of a jurisdiction similar enough to merit comparison.

Q6: What core function will be impacted without filling the position prior to July 1?

A6: The Department's core functions, plan review and field inspection.

Q7: What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

A7: Construction activity is a significant generator of economic activity in Plumas County. One new structure or major addition often benefits all or most of the following businesses:

- Real Estate agents.
- Appraisers.
- Title Companies.
- Financial institutions providing financing for the project.
- Designers, engineers, and architects.
- General contractors.
- Subcontractors:
 - Concrete
 - Framing
 - Electrical
 - Plumbing
 - Roofing
 - Insulating
 - Drywall
 - Painting
 - Cabinets
 - Flooring
- Material suppliers
- Insurance brokers

Once completed, the new structure's appraisal value is added to the tax roll, which continues to benefit the general fund each year, for many years into the future.

For the businesses benefited by the new construction, one additional project per year can have a significant positive impact on their revenue and, conversely, one less project a negative impact. Building in Plumas County is clearly seasonal; anything that slows down the building process creates a negative economic trickle-down effect. A delay either in the issuing of a building permit or in obtaining the required field inspections can often mean the difference between a good or bad financial year for the affected businesses.

The building department, for the last two years, has struggled to do more with less, operating without a building inspector position by having our two plans examiners perform double duty. With no building inspector and only one Plans Examiner, the Building Department simply will be unable to meet our legal responsibilities, and our obligations to the building public.

Q8: 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?

A8: N.A.

Q9: Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

A9: No.

Q10: Does the budget reduction plan anticipate the elimination of any of the requested positions?

A10: No.

Q11: 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?

A11: Other than the expected increase in salaries and benefits due to step increase and longevity, future general fund support is expected to remain at the current level.

Should this position not immediately be refilled, the department would not be able to adequately function, likely causing revenues to decline, thereby causing a need for greater general fund support.

Q12: Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

A12: No.

EXHIBIT C

Temporary Building Department Employee Plans Examiner II Step A

| | | |
|-------------------------|-----------------------|--------------------|
| Hourly Rate | | \$23.25 |
| Unemployment | 0.50% | \$0.12 |
| Workers' Comp | 2.16% | \$0.50 |
| FICA | 7.65% | <u>\$1.78</u> |
| | | \$25.65 |
| 2-1/2 Months = 10 weeks | | 400 |
| 400 hours | Cost to County | \$10,259.20 |



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2c3

Date: September 30, 2014

To: Honorable Board of Supervisors

From: John Cunningham
Building Official

Agenda: October 7, 2014

Item Description/Recommendation:

1. Approve request to increase the maximum allowable balance of accrued unused vacation for Building Plans Examiner II, Randy Hicks, by 25%, to 420 hours
2. Approve request to increase the maximum allowable balance of compensated time-off for Building Plans Examiner II, Randy Hicks, by 25%, to 300 hours.

History/Background:

For the last two years the Building Department has functioned without designated Building Inspector positions. The department's two Plans Examiners have done double duty, plan-checking and field inspections. To try to keep up with the combined workload, specific days of the week are designated as plan-checking days, and the remaining days as inspection days. It is not uncommon for an inspector to have 10 to 13 inspections to perform on an inspection day, often having to drive more than 150 miles, and having to work more than 8-hours each day to perform all the inspections, causing them to accumulate significant amounts of compensated time off. Likewise, the increased workload has made it difficult for the Plans Examiners to take time off, causing them to reach their maximum allowable balance.

On September 24, 2014, with no advance warning, one of the department's two Plans Examiners tendered his resignation effective October 17, 2014. Historically, and this year appears to be no exception, the department's busiest inspection time is from early fall (now) until the snow slows down inspection requests. The department has over 1,960 open building permits. These are customers who have been required by law to prepay for the required inspections. The County has a clear obligation to perform the required inspections.

The department's one remaining Plans Examiner is reaching the maximum allowed accrual for both vacation and compensated time-off. As the only remaining staff to perform field inspections, he will almost certainly have inspection days requiring him to work more than 8-hours, and he will be limited or prohibited from taking vacation during this period of time. While increasing the accrual limits is a less than ideal stop-gap solution, I have not been able to find another option. Once the unfilled Plans Examiner position is refilled, our current Plans Examiner will begin to "burn" comp and vacation to get comfortably below the accrual limits.

3D1



OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney

520 Main Street, Room 404 · Quincy, California 95971
(530) 283-6303 · Fax (530) 283-6340

Date: October 7, 2014

To: Plumas County Board of Supervisors

From: David Hollister, District Attorney

Subject: Request to hire a Community Case Manager in Alternative
Sentencing

A handwritten signature in black ink that appears to read "David Hollister".

Recommendation:

Authorize the District Attorney to recruit and hire the funded and allocated 1.0 FTE Community Case Manager to provide assistance to the Alternative Sentencing Program and the Plumas Adult Substance Abuse Treatment Court under AB109 and Drug Court Realignment funding.

Background and Discussion

As you know, AB109, also called Criminal Justice Realignment is a state law that transfers responsibility for certain low level criminal offenders from the Department of Corrections to counties. This effort along with the restoration of Alcohol and Drug services by Public Health has been proceeding swiftly to enhance public safety in Plumas County over the last year by providing services and supervision to defendants and released inmates and parolees.

On August 20, 2014, the Community Corrections Partnership (CCP) approved making the Community Case Manager a permanent position.

Significant progress has been made including opening the new Day Reporting Center where all offenders must report and receive services from a variety of agencies including Alcohol and Drug, Mental Health, Social Services, Housing and Probation. At this time there are over 100 defendants who have received services through these programs.

The Alternative Sentencing Manager requires an additional permanent assistant, in the form of a Case Manager, to take over providing direct referrals and services to defendants and recently released inmates, freeing the Manager to continue implementing critical programs for reducing recidivism and improving public safety.

The budget submitted and approved includes all the funding necessary for this position without any general fund contributions.

Summary

- A. Approve the hiring of a Community Care Case Manager providing services to the Alternative Sentencing Program and the Plumas Adult Substance Abuse Treatment Court.

3D2



OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney

520 Main Street, Room 404 · Quincy, California 95971
(530) 283-6303 · Fax (530) 283-6340

Date: **October 7, 2014**
To: **Plumas County Board of Supervisors**
From: **David Hollister, District Attorney**
Subject: **Request to create a finalist list for Deputy District Attorney position**

Recommendation:

The District Attorney requests approval for creating a finalist list for the position of Deputy District Attorney. This approval would permit the District Attorney to advertise for said position, receive a list of qualified applicants from Human Resources and interview applicants prior to a position becoming vacant.

Background and Discussion

The position of Deputy District Attorney is a position critical to the fair and appropriate application of justice in Plumas County. The position requires strong character, a wide knowledge of the law and a talent and desire to litigate, among other traits. For many reasons, our ability to hire and retain qualified prosecutors is very much challenged here in Plumas County.

Currently, Plumas County requires a position to be vacated and the hiring for the same approved by the Board of Supervisors before a department head can review a list of qualified applicants and interview for the position.

It is the request of the District Attorney to be allowed to create a finalist list to remain open pending a Deputy District Attorney vacancy and subsequent approval to fill the position by the Board.

As required by our limited resources, it is incumbent upon the District Attorney to perform many tasks. Among these tasks are administrating the office, charging cases, litigating matters in court and presenting cases at jury trial, among others

obligations. Should it be necessary to fill a critical Deputy District Attorney position, the reality is on-going obligations by the District Attorney may severely delay this process. This delay, thus reducing our prosecutors from three to two could result in our inability to meet our constitutional obligations.

For example, in the coming months the District Attorney will begin a month long homicide trial involving the murder of a twenty-two month old toddler. Should the District Attorney's Office lose a Deputy District Attorney prior to, or during, this trial, the hiring process cannot commence until after the trial, thus creating a potentially lengthy period of time during which the District Attorney may not be able to meet its statutory or constitutional obligations.

The District Attorney is seeking the Board's permission to advertise a Deputy District Attorney position as an "on-going recruitment," receive a qualified candidates list from Human Resources, and interview the qualified candidates.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

3E

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 |
|--|--|--|--|---|

Date: September 15, 2014

To: Honorable Board of Supervisors

From: Mimi Khin Hall

CC: Gayla Trumbo, Human Resources

Agenda: Item for October 7, 2014

Item Description/Recommendation: Approve recruitment and hiring of vacant, funded, and allocated Driver I/II/III, 1.0 FTE Veterans Service Representative I/II, 1.0 FTE Community Outreach Coordinator, and 1.0 FTE Office Assistant I/II/III, pending approval of the Fiscal Year 2014-2015 Budget on September 30, 2014.

History/Background: As the Board is aware, As the Board is aware Plumas County Public Health Agency is required to provide a variety of state mandated services. The current vacancies have resulted in a serious shortage of available staff to meet essential services.

It is critical that these positions be filled in order to meet state mandates, related health contractual agreements, fiscal stability, and services to seniors and veterans of Plumas County.

Senior Services - the Driver provides transportation for seniors who require help in going from one location to another, with primary focus on transportation to and from nutrition sites, for medical appointments and shopping. In FY1415, a centrally located lead driver will take on the duties of fleet management, special transportation, and transportation coordination.

Veterans Services – the Veterans Services Representative assists with administering and providing a program of Veteran's Services and benefits as provided by Federal, State and local agency monies and regulations; to learn and assist with counseling and advising veterans and dependents on their benefits in Plumas and Sierra Counties.

Public Health – the Community Outreach Coordinator coordinates and promote various County programs on a county wide or regional basis; to increase and maintain membership in community coalitions; to assist in providing educational services and presentations to the

community; to prepare, review and distribute educational materials; to prepare and distribute informational flyers, posters, advertisements and other public relations materials.

Public Health – the Office Assistant performs a variety office and receptionist assignments; performs fiscal and financial recordkeeping; types materials and orders supplies. This position is the agency's only Office Assistant position.

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

CRITICAL STAFFING COMMITTEE REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: September 15, 2014

DEPARTMENT TITLE: Senior Transportation Services

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION:
20480, up to 1.0 FTE

POSITION TITLES: Driver I/II/III

ARE POSITIONS CURRENTLY ALLOCATED? YES NO

For Committee use only

Date of Committee Review: _____

Determination of Committee? Recommended
 Not Recommended

Comments: _____

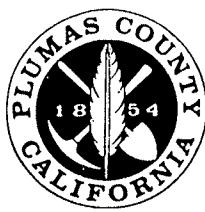
Date to Board of Supervisors: _____

Board Action: Approved Denied

Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____



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 |
|---|---|---|---|--|
|---|---|---|---|--|

Date: September 15, 2014

To: Honorable Board of Supervisors

From: Mimi Khin Hall

CC: Gayla Trumbo, Human Resources

Agenda: Item for October 7, 2014

Item Description/Recommendation: Approve recruitment and hiring of vacant, funded, and allocated Driver I/II/III, 1.0 FTE Veterans Service Representative I/II, 1.0 FTE Community Outreach Coordinator, and 1.0 FTE Office Assistant I/II/III, pending approval of the Fiscal Year 2014-2015 Budget on September 30, 2014.

History/Background: As the Board is aware, As the Board is aware Plumas County Public Health Agency is required to provide a variety of state mandated services. The current vacancies have resulted in a serious shortage of available staff to meet essential services.

It is critical that these positions be filled in order to meet state mandates, related health contractual agreements, fiscal stability, and services to seniors and veterans of Plumas County.

Senior Services - the Driver provides transportation for seniors who require help in going from one location to another, with primary focus on transportation to and from nutrition sites, for medical appointments and shopping. In FY1415, a centrally located lead driver will take on the duties of fleet management, special transportation, and transportation coordination.

Veterans Services – the Veterans Services Representative assists with administering and providing a program of Veteran's Services and benefits as provided by Federal, State and local agency monies and regulations; to learn and assist with counseling and advising veterans and dependents on their benefits in Plumas and Sierra Counties.

Public Health – the Community Outreach Coordinator coordinates and promote various County programs on a county wide or regional basis; to increase and maintain membership in community coalitions; to assist in providing educational services and presentations to the

community; to prepare, review and distribute educational materials; to prepare and distribute informational flyers, posters, advertisements and other public relations materials.

Public Health – the Office Assistant performs a variety office and receptionist assignments; performs fiscal and financial recordkeeping; types materials and orders supplies. This position is the agency's only Office Assistant position.

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

CRITICAL STAFFING COMMITTEE
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: September 15, 2014

DEPARTMENT TITLE: Senior Transportation Services

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION:
20480, up to 1.0 FTE

POSITION TITLES: Driver I/II/III

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO _____

For Committee use only

Date of Committee Review: _____

Determination of Committee? _____ Recommended
_____ Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: _____ Approved _____ Denied

Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

The Senior Transportation Division of the Plumas County Public Health Agency has had a vacancy due to resignation since August 2014.

This position is critical to provide transportation for seniors who require help in going from one location to another. The Driver assists passengers while boarding and unloading; load wheel chair clients and is aware of passengers comfort.

- Can the department use other wages until the next budget cycle?

This position is budgeted and funded in the current year.

- What are staffing levels at other counties for similar departments and/or positions?

Compared to regional counties and counties of similar size, we have very small transportation staff.

- What core function will be impacted without filling the position prior to July 1?

Duties include transportation to and from nutrition sites, for medical appointments and shopping.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Proper reporting, including numbers served by location and type of service is essential to maintain AAA funding and contracts, which are based on utilization.

- 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?

Any reductions to Senior Services impact older members of our communities far more than they would other county departments.

- 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?

General fund support for this position has been approved in the FY 14-15 Budget.

Numerous community need assessments, feedback from the seniors who rely on these services and Board members' comments in numerous meetings indicate there is support and agreed upon need for these programs.

The position requested is fully funded for the 14-15 fiscal year.

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

N/A

CRITICAL STAFFING COMMITTEE
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: September 4, 2014

DEPARTMENT TITLE: Veterans Services Office

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION:
20640, 1.00 FTE

POSITION TITLES: 1.0 FTE Veterans Services Representative I/II

ARE POSITIONS CURRENTLY ALLOCATED? YES NO

For Committee use only

Date of Committee Review: _____

Determination of Committee? Recommended
 Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: Approved Denied

Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

CRITICAL STAFFING COMMITTEE
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: 2/1/2014

DEPARTMENT TITLE: Veterans Services BUDGET
CODE AND BREAKDOWN FOR REQUESTED POSITION: _____

POSITION TITLES: 1.00 FTE Veterans Services Representative

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO _____

For Committee use only

Date of Committee Review: _____

Determination of Committee? _____ Recommended
_____ Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: _____ Approved _____ Denied

Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

- 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?

Funding cuts have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.

- 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?

N/A. All positions requested are fully funded by contract for the 14-15 fiscal year. Filling these positions helps Veterans Services draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

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

CRITICAL STAFFING COMMITTEE
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: 9/25/2014

DEPARTMENT TITLE: Public Health Agency

BUDGET CODE AND BREAKDOWN FOR REQUESTED POSITION: 70560

POSITION TITLES: 1.00 Community Outreach Coordinator, and 1.00 Office Assistant I/II/III

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO

For Committee use only

Date of Committee Review: _____

Determination of Committee? Recommended
 Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: Approved Denied

Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

1. 1.0 FTE Community Outreach Coordinator - This position became vacated in November 2013 with the assignment of the prior employee to coordinate Senior Services. The COC is responsible for organization, coordination, implementation, and conducts a variety of public health education programs and related health services, public information programs, health promotion, prevention programs.
2. 1.00 Office Assistant I/II/III – This position is responsible for reception, front office, administrative and fiscal services needed by Public Health's Clinic.

- **Can the department use other wages until the next budget cycle?**

All positions are budgeted and funded in the current year.

- **What are staffing levels at other counties for similar departments and/or positions?**

N/A

- **What core function will be impacted without filling the position prior to July 1?**

Lack of compliance, billing and administration are all results of the vacancies. The negative impacts to our agency will exacerbate as the vacancies continue.

- **What negative fiscal impact will the County suffer if the position is not filled prior to July 1?**

Not filling the COC position will cost PCPHA funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. This position is approved on the FY 14-15 state Supplemental Nutrition Education Program (SNAP-Ed) targeting low income families and seniors. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to families, children, and seniors. Not filling the OA I/II III will impact the administrative and fiscal services needed by Public Health.

- **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?**

Funding cuts have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. Our current and potential budget reductions will not impact other county departments at this time. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.

- 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?

N/A. All positions requested are fully funded by contract for the 14-15 fiscal year. Filling these positions helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

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

FY 11/12 Total Cash Reserves \$559,308

FY 12/13 Total Cash Reserves \$561,253

FY 13/14 Total Cash Reserves \$561,618

The department has \$561,618.00 in cash reserves as of

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Fax (530) 283-6323

Robert A. Perreault, Jr., P.E., Director Joe Blackwell, Deputy Director

3F



AGENDA REQUEST

for the October 7, 2014 meeting of the Plumas County Board of Supervisors

September 29, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Public Works Director

Subject: Authorization for the Department of Public Works to fill the upcoming
vacancy of the Public Works Fiscal Officer/Administrative Services
Manager

Robert A. Perreault

Background:

The department's Public Works Fiscal Officer/ Administrative Services Manager will be retiring on June 1, 2015. For training purposes, the department's FY 14/15 payroll budget includes six (6) months of overlap in order to fill this position while the incumbent is still working.

This position is critical in maintaining the fiscal operations and administrative support of the Public Works Department.

The appropriate Critical Staffing Questionnaire and Department Organizational Chart are attached.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the department to fill the vacancy of the Public Works Fiscal Officer/Administrative Service Manager, effective December 1, 2014.

Attachments

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Fiscal Officer/Administrative Services Manager

- Is there a legitimate business, statutory or financial justification to fill the position?

Yes

- Why is it critical that this position be filled at this time?

This position is critical in maintaining the fiscal operations and administrative support of the Public Works Department

- How long has the position been vacant?

This position will be vacant effective 6/2/15

- Can the department use other wages until the next budget cycle?

The department's wage and benefits portion of the 14/15 budget includes funds for this position.

- What are staffing levels at other counties for similar departments and/or positions?

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1?

Fiscal Operations, supervision, leadership and guidance.

What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

It is imperative that this position be filled in a timely manner.

- 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? **None**

- 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? **None**

— Does the department have a reserve? **Yes**

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

11/12 0

12/13 (\$439,699)

13/14 0

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



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MEMO

DATE: SEPTEMBER 29, 2014
TO: HONORABLE BOARD OF SUPERVISORS
FROM: PETER LIVINGSTON, LCSW, DIRECTOR
SUBJECT: AGENDA ITEM FOR OCTOBER 7, 2014 BoS MEETING
REGARDING: REQUEST TO FILL VACANT, ALLOCATED, & FUNDED THERAPIST AND COMMUNITY CARE HOUSE ATTENDANT POSITIONS

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS: Authorize recruitment and hiring into the following vacant, allocated, and funded positions in the Mental Health Department:

- 1) One FTE clinical therapist position in any of the following job descriptions: Mental Health Therapist I or II and Behavioral Health Therapist I or II; and,
- 2) One FTE Community Care House Attendant I or II.

BACKGROUND AND DISCUSSION: There is currently another vacancy for a clinical therapist as the result of one of our therapists moving out of the area. This position needs to be filled in order to provide basic mental health services to clients and citizens.

The Community Care House Attendant position has come available as the result of an existing staff member being promoted to Lead Community Care House Attendant (as previously authorized by the Board). The Community Care House Attendant provides care to residents of the Sierra House Board and Care facility.

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.

PLUMAS COUNTY MENTAL HEALTH

Peter Livingston, LCSW, Director
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(530) 283-6307 FAX (530) 283-6045
plivingston@kingsview.org



MEMO

DATE: SEPTEMBER 29, 2014
TO: HONORABLE BOARD OF SUPERVISORS
FROM: PETER LIVINGSTON, LCSW, DIRECTOR
SUBJECT: AGENDA ITEM FOR BOARD MEETING OF OCTOBER 7, 2014
REGARDING: REQUEST FOR APPROVAL OF MENTAL HEALTH EMPLOYEES TO EXCEED AVERAGE OF 29 HOUR WORK WEEKS.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS: Approval for the Mental Health Department to allow employees to exceed an average work-week of 29 hours in accordance with Plumas County Resolution 14-7975.

BACKGROUND AND DISCUSSION: For a variety of reasons, most positions in the Mental Health Department may, under certain circumstances, encounter the need for part-time and/or temporary help employees to exceed an average of 29 hours of work per week. Examples of such circumstances follow.

Drivers, are paid OnCall pay (16 hours in a week), as well paid for driving (i.e. clients to psychiatric hospitals) and for occasionally "sitting" with clients in hospital Emergency Rooms pending hospitalization. Utilization of drivers is unpredictable and can exceed 29 hours a week. Office Assistants and Fiscal Techs are utilized on a part-time, extra-help basis, but may need to perform extended duties in the event of long-term illness or labor-intensive campaigns (such as the upcoming MHSA planning process). Some employees provide services in both the driving and office assistant categories, thereby increasing exposure to 29 hour work weeks. Community Care House Attendants may need to provide coverage for full-time employees in the event of extended absences (illness, pregnancy, etc.). Case Managers may also be required to fill extended absences, and may be needed to provide services that currently are in short supply (i.e. case management and intern-level therapeutic services in the Alternative Sentencing Program). The situation for which a part-time or extra-help clinical therapist would need to exceed 29 hours has not yet arisen, but may be part of finding a solution to providing additional direct. Management and administrative positions would not be affected.

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.

4A

RESOLUTION 14-

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
APPROVING PROPOSED REVISIONS TO THE CALIFORNIA HOME FINANCE
AUTHORITY (CHF) JOINT POWERS AGREEMENT**

WHEREAS, on August 13, 2014, the Board of Directors of California Home Finance Authority (CHF), formerly known as CRHMFA Homebuyers Fund, a Joint Powers Authority of which Plumas County is a member, voted unanimously to approve proposed revisions to the CHF Joint Powers Authority (JPA) Agreement, to bring the Agreement current and provide administrative clarity on various matters; and

WHEREAS, the revisions to the JPA Agreement have been provided to each Member County for review and approval; and

WHEREAS, the members of the Board of Supervisors of the County of Plumas have each been provided with a copy of the revisions to the JPA Agreement for review;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, as follows:

1. The Board of Supervisors hereby approves the revisions to the JPA Agreement, in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

2. The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the Executive Director of CHF.

PASSED AND ADOPTED this 7th day of October 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair of the Board of Supervisors

Clerk of the Board of Supervisors

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (Updated _____)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it

may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or **"RCRC"** means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, ,

improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all

Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and

- any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

- a. The Board shall consist of the number of Delegates equal to one representative

from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one

hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for

the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated _____

[SIGNATURES ON FOLLOWING PAGES]

COUNTY OF PLUMAS

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

California Home Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

BOARD OF SUPERVISORS

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



5A

October 07, 2014

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

Subject: Encroachment Permit Request
Greenville High School
Homecoming Parade and Rally
October 10, 2014 at 11:30 a.m.
Greenville, CA

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Jon Kennedy, Chair

Cc: Plumas County Director of Public Works



Office of the Sheriff 5B

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

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: September 24, 2014

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood 

RE: Agenda Item for the meeting of October 7, 2014

Recommended Action:

Approve and authorize Auditor to pay Sav-Mor invoice #2321712082614 in the amount of \$62.33 for expenses incurred by the Sheriff's Office for a marijuana garden investigation and eradication.

Background and Discussion:

Supplies for SWAT team and support staff during a multiagency marijuana eradication in a remote area of the County. Given the location, weather and time required it was necessary to provide this support to maintain the officers' health and safety.

File

Help

Electronic Journal File For Terminal 012 Date 08/26/14

Search 62.33

4 @ 3.68

CRYSTAL GYSR WATER 14.72 F

4 @ 1.20

CRV NP 4.80 F

12 @ 0.98

GATORADE 11.76 F

12 @ 0.10

CRV NP 1.20 F

4 @ 0.98

GATORADE 3.92 F

4 @ 0.10

CRV NP 0.40 F

8 @ 0.98

GATORADE 7.84 F

8 @ 0.10

Print

Cancel

F1 Help F3 Quit

Time=14:24 Current Window=1 Number of Windows=1 SYSTEM MESSAGE AVAILABLE

Case # 2014008152

pg 1 of 3

File Help

Electronic Journal File For Terminal 012 Date 08/26/14

Search 62.33

| | | |
|--------------------------------------|-------|--------|
| CRV | NP | 0.80 F |
| 8 @ 2.28 | | |
| CRUSHED ICE 10LB | 18.24 | B |
| B064 SV TOO MANY COUPONS | 0.68- | M |
| 9562 B064 COUPON MUST MATCH PREVIOUS | | |
| B064 SV TOO MANY COUPONS | 0.68- | M |
| 9562 B064 COUPON MUST MATCH PREVIOUS | | |
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| SC ICE 2 BAGS | 2.72 | -F |
| B064 SV TOO MANY COUPONS | 0.68- | M |
| 9562 B064 COUPON MUST MATCH PREVIOUS | | |

Print

Cancel

F1 Help F3 Quit

Time=14:24 Current Window=1 Number of Windows=1 SYSTEM MESSAGE AVAILABLE

File Help

Electronic Journal File For Terminal 012 Date 08/26/14

Search 62.33

B064 SV TOO MANY COUPONS 0.68- M
9562 B064 COUPON MUST MATCH PREVIOUS
B064 SV TOO MANY COUPONS 0.68- M
9562 B064 COUPON MUST MATCH PREVIOUS
B064 SV TOO MANY COUPONS 0.68- M
9562 B064 COUPON MUST MATCH PREVIOUS
TAX 1.37
***** BALANCE 62.33
VF SAV MOR CHARGE 62.33
ACCOUNT NUMBER 170027
CHANGE 0.00
TOTAL NUMBER OF ITEMS SOLD = 64
08/26/14 04:36pm 17 12 232 14718
1,435.96

Print

Cancel

F1 Help F3 Quit

Time=14:24 Current Window=1 Number of Windows=1 SYSTEM MESSAGE AVAILABLE

2014008152

PAYMENT TYPE: SAV MOR CHARGE
AMOUNT: \$62.33
ACCOUNT NUMBER: 170027
INVOICE NUMBER: 232171208/26/14

Shawn W. #101
I agree to pay the above total amount
according to the card issuer agreement

08/26/14 04:36pm 17 12 232 14718

UTL original
receipt please
from vendor
pay provided copy
OK

*Adrian T. Tuck
RECEIVED
Sext*

pg 3 of 3



Julie A. White
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

5D

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

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

DATE: September 26, 2014

TO: The Honorable Board of Supervisors

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

SUBJECT: Contract with KNN Public Finance to Refund Certificates of Participation 2003 Series A (COP's)

Recommendation: Approve contract between County and KNN Public Finance to Refund Certificates of Participation.

Background and Discussion: On May 6, 2014, the Board directed staff to proceed with the refunding of the Certificates of Participation (COP's). The Debt Advisory Committee began examining the different proposals provided by potential financial advisory firms. There were three firms that approached the County to assist with the refunding; Mitsubishi UFJ Securities, KNN Public Finance and Public Financial Management, Inc. (PFM). After several meetings, the committee chose KNN Public Finance to pursue the refunding. They provided an option of public purchase or direct purchase. The direct purchase provides additional savings in the cost of issuance. The cost of issuance being that there would not have to be a County credit rating, publication for Preliminary and Final Official statements and the reserve fund would not be required. The term of the Certificates and additional \$2 million for the Jail would also remain consistent with the current COP's ending in 2033.

Attached is the contract between KNN Public Finance and the County to be approved. As the refunding progresses the BOS will be informed of the details involved and final approval.

I would like to apologize in advance that I will not be attending the October 7th BOS meeting where this approval is being requested. The State Association of Treasurer/Tax Collector's Continuing Education conference is October 6th – 10th and I will be attending. The refunding is time sensitive and I didn't want to wait an additional week for approval. Craig Settlemire and I spoke and he is willing to answer further questions as he is on the Debt Committee and has reviewed the contract.

Thank you for your time.

Agreement
for
Municipal Advisory Services

THIS AGREEMENT, is being entered into as of the ____ day of _____, ____ by and between COUNTY OF PLUMAS, hereinafter "County" and KNN PUBLIC FINANCE, a division of Zions First National Bank, hereinafter "KNN".

WITNESSETH

WHEREAS, the County desires to receive professional advice from an independent Municipal Advisor; and

WHEREAS, KNN desires to provide such advice and service to the County; and

WHEREAS, KNN is an independent Municipal Advisory firm, fully registered as such with both the Securities Exchange Commission and with the Municipal Securities Rulemaking Board; and

WHEREAS, the County desires general municipal financial advisory services in addition to assistance with refunding of the County's existing Certificates of Participation (Capital Improvement Program) 2003 Series A, (the "COP Refunding").

NOW, THEREFORE, the County and KNN agree as follows:

1. KNN Public Finance acknowledges that, under this Agreement, it has a fiduciary duty to the County and agrees to act in the County's best interests. KNN agrees to provide the following services to the County as requested:

- (a) Transactional Services: Work cooperatively with the County and other financing professionals to help execute and successfully complete the COP Refunding, including services specified in Exhibit A of this Agreement.
- (b) General Financial Advisory Services: Provide general on-call financial advisory services as specified in Exhibit B of this Agreement, as needed.

2. KNN hereby confirms that it is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board (the "MSRB"). Under MSRB Rule G-23, KNN will not serve as underwriter for any bonds to be issued in a financing for which we are acting as the County's Municipal Advisor.

3. The County agrees that in consideration for the foregoing services to be performed by KNN, the County will do the following:

- (a) The County will cooperate with KNN and will provide all information which is reasonably required to enable KNN to fulfill its duties to the County.

(b) The County will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.

(c) The County will furnish KNN with certified copies of all minutes from meetings and proceedings taken; affidavits of publications, etc., in connection with any of the securities issued by the County.

(d) The County will pay KNN for services herein outlined and other services incidental hereto in accordance with Exhibit C of this Agreement.

4. The term of this Agreement shall be from the date hereof, through June 30, 2017. The County may extend the Agreement for three consecutive one-year terms. At any time and without cause, this Agreement may be canceled by either party by giving forty-five (45) days written notice to the other.

5. The information used in developing forecast assumptions will be derived from published information and other sources that KNN considers appropriate. However, KNN does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, KNN does not represent that any projections of growth will be representative of the results that actually will occur.

6. KNN agrees to indemnify, save harmless and defend the County from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of KNN's negligent performance hereunder as such negligence may be determined by law.

7. KNN's services consist solely in providing expert and experienced assistance to municipalities as a municipal advisor and consultant. KNN does not tender any legal, accounting or actuarial advice.

8. This Agreement constitutes the entire Agreement between the parties. KNN shall not assign this agreement without the prior written consent of County; provided, however, notwithstanding anything to the contrary herein, the parties agree that KNN may assign this Agreement at any time and without prior consent or notice, to Zions Bank's wholly-owned subsidiary, Zions Public Finance, Inc. ("ZPFI"), whereupon all duties, responsibilities, and liabilities hereunder shall be assumed and performed by ZPFI, and Zions Bank duties, responsibilities, and liabilities hereunder shall thereupon cease. KNN or ZPFI will notify the County promptly following the occurrence of any such assignment.

9. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

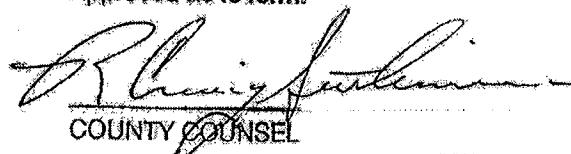
COUNTY OF PLUMAS
QUINCY, CALIFORNIA

ATTEST:

By _____
[Officer]
Date: _____

Date: _____

Approved as to form:


Rhonda J. Johnson
COUNTY COUNSEL

KNN PUBLIC FINANCE
A division of Zions First National Bank

By _____
Bobby Cheung, Vice President

Date: _____

Exhibit A

Transactional Scope of Services

1. Assist the County in assembling a financing team, as necessary, (i.e., Bond/Tax Counsel, Disclosure Counsel, Underwriter, Trustee, Verification Agent, etc.)
2. Assist the County in coordination of financing activities between representatives of County offices, including the Treasurer-Tax Collector, Auditor-Controller, County Counsel, etc., as needed.
3. Prepare a financing schedule and distribution list and update as necessary.
4. Attend meetings as requested by the County to discuss and formulate plans about proposed financings. This may include public hearings and formal meetings of the County's Board of Supervisors.
5. Recommend a method of sale (private placement/direct purchase, competitive sale, or negotiated sale) for the refunding COPs, and conduct Request for Proposals process for bank for a private placement/direct purchase or underwriter for a negotiated sale, if necessary.
6. Prepare various debt service and structuring analysis for the refunding COPs, including analyses under different market conditions and savings structures.
7. Assist with the review and negotiation of all bond and disclosure documents, including but not limited to the Preliminary and Final Official Statement, Bank loan documents, Board of Supervisors Resolution, Trust Indenture, Lease Agreements, Bond Purchase Agreement, Continuing Disclosure Agreement, Official Notice of Sale, etc.
8. For public sale (competitive or negotiated) prepare the necessary materials and apply for ratings from the rating agencies, and manage the County's oral presentation or telephone conference interviews with the rating analysts.
9. Conduct analysis to determine economics of bond insurance, if necessary. Assist County with solicitation of bond insurance bid(s), if deemed necessary.
10. Coordinate direct communication between County staff and prospective bidding underwriters (in the case of a competitive sale) and key institutional investors.
11. Direct the advertisement and outreach for bids for sale of the COPs for a competitive sale.
12. Review tax-exempt market supply and demand variables in connection with the refunding COPs issue, make recommendations regarding the timing of the pricing.
13. Conduct the bid opening and verify the lowest bidder (i.e., lowest True Interest Cost) in the

1300 Clay Street, Suite 1000 □ Oakland, CA 94612 □ Main: 510-839-8200 □ Fax: 510-208-8282
17901 Von Karman Avenue, Suite 600 □ Irvine, CA 92614 □ Main: 949-556-8880 □ Fax: 949-556-8881
5757 W. Century Boulevard, Suite 700 □ Los Angeles, CA 90045 □ Main: 310-338-2901 □ Fax: 510-208-8282

case of competitive sale. Conduct pricing oversight and market comparables analysis for negotiated sale. Assist the County in pricing negotiations on day of sale.

14. Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).
15. Be available to the County staff after the bond closing to answer questions regarding the bond issue.

Exhibit B **General Financial Advisory Scope of Services**

1. Conduct a project viability evaluation, and perform and prepare a fiscal and financial analysis to assure the marketability of potential issues, and advise the County as to the structure and provisions, including, but not limited to, sizing, terms, repayment schedule, call features, implementation, and administration, as necessary.
2. Perform preliminary financing feasibility analyses and prepare an evaluation of estimated annual debt service payments.
3. Review and recommend debt issue structures in light of County objectives, outstanding County debt issues, and current conditions in the tax-exempt or taxable markets.
4. Conduct periodic educational and training workshops for County staff and officials on subjects related to municipal finance.
5. Independently review underwriter proposals submitted to the County and prepare written analysis of such proposals.
6. Arrange and participate in meetings and conference calls with County staff and officials and market participants throughout the year, as requested by the County.
7. At the request of the County, attend and participate in all public meetings, including, but not limited to, those conducted by the Board of Supervisors. Consultant shall also attend meetings of County's Debt Advisory Committee if requested to do so by the County.
8. Consultant shall, upon request of the County, assist County in the review of conduit financing proposals under consideration by the County.
9. Perform such other similar services as the County may request including, but not limited to, evaluation of the County's debt capacity relative to market and rating agency standards, and the development of debt financing policies.

Exhibit C Fee Schedule

For services rendered in connection with Exhibit A of this document (Transactional Scope of Services), KNN will be compensated based upon the following schedule:

Please note that all fees below are contingent upon the successful pricing and closing of the transaction.

1. If the COP Refunding is sold via a direct purchase / private placement, then KNN's transaction fee will be \$65,000 plus an additional not-to-exceed cap of \$5,000 for reimbursable expenses.
2. If the COP Refunding is sold via a public sale (competitive or negotiated), then KNN's transaction fee will be \$85,000 plus an additional not-to-exceed cap of \$5,000 for reimbursable expenses.

For services rendered in connection with Exhibit B of this document (General Financial Advisory Scope of Services), KNN will be compensated based upon the following schedule:

| | |
|--|----------------|
| Managing Director/Senior Vice President: | \$325 per hour |
| Vice President: | \$295 per hour |
| Assistant Vice President: | \$275 per hour |
| Associate: | \$250 per hour |
| Analyst: | \$195 per hour |



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

ELLIOTT SMART
DIRECTOR

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

DATE: SEPTEMBER 26, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 7, 2014, CONSENT AGENDA

RE: RATIFICATION OF AN AGREEMENT WITH JANINE FOR
CONSULTANT SERVICES FOR THE CHILD ABUSE PREVENTION
COUNCIL

A handwritten signature in black ink, appearing to read "ES".

It is Recommended that the Board of Supervisors

1. Approve and ratify a six month extension of a contract between the County and Janine, an independent consultant providing services to the Child Abuse Prevention Council and administering contracts associated with child abuse prevention.
2. Authorize the Director of the Department of Social Services to sign the contract for the six month term.

Background and Discussion

On May 23, 2013, the Board of Supervisors adopted Board Resolution 13-7875 designating the Plumas County Department of Social Services as the administrative oversight entity for child abuse prevention funds with the advice and counsel of the Plumas County Child Abuse Prevention Council. The Board was also advised at that time of a change in the contracting relationship between Janine, the independent consultant who provides services to the Child Abuse Prevention Council, and the County. Prior to changing the relationship, the Contract had been under the unilateral approval authority of the Board. Because funding for child abuse prevention programs has been realigned to the Department of Social Services under 2011 Public Safety Realignment, the contract is now housed within the Department of Social Services. That is what brings this matter to the Board today.

The Department is recommending that the existing contract with Janine be ratified by your Board for a six month extension from July 1, 2014 through December 31, 2014.

During this period, the Department of Social Services will be reviewing the organizational relationship between the Department and the operation of child abuse prevention programs. The Department will return to the Board prior to the expiration of the agreement being considered today with further analysis and recommendations regarding these programs.

Financial Impact

Funds to support this contract are appropriated in the approved County budget for the Department of Social Services. There is no impact to the County General Fund as the funds to support child abuse prevention programs are 2011 Public Safety Realignment dollars drawn from state, federal and Realignment sources.

Copies: PCDSS Management Staff
 Joyce Scroggs, Chair, Child Abuse Prevention Council
 Janine

Enclosure

**CONSULTANT SERVICES AGREEMENT
BETWEEN JANINE AND THE COUNTY OF PLUMAS,
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

THIS AGREEMENT is made and entered into this first day of July, 2014 ("Effective Date"), by and between the County of Plumas, a political subdivision of the State of California ("County"), and Janine, ("Consultant").

W I T N E S S E T H :

WHEREAS, County proposes to have Consultant perform services as described herein below; and

WHEREAS, County and Consultant desire to contract for specific services and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Work. Consultant shall provide coordinated fiscal management, guidance, meeting facilitation and coordination to County as described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Consultant Practices. All services to be provided by Consultant pursuant to this Agreement shall be provided in a manner consistent with the standards of care, diligence and skill ordinarily exercised by consultants in similar fields and circumstances in accordance with sound practices. Consultant also warrants that she is familiar with all laws that may affect her performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that she shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage

in, nor permit her agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any other person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid monthly, paid by County upon receipt of an invoice. Consultant shall charge a flat rate of \$2,083.00 per month and shall be reimbursed for reasonable pre-approved expenses upon submission of appropriate documentation in accordance with the County's expense reimbursement policy. Consultant's total compensation, exclusive of reimbursement for pre-approved expenses, shall not exceed \$12,500.

2.2 Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Exhibit "A" unless County, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant shall be paid by County upon receipt of an invoice. Any other invoices related to this Agreement shall be submitted to County, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any Additional Services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The services to be performed pursuant

to this Agreement shall commence immediately.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term and Renewal. This Agreement shall commence immediately and continue for a period of six (6) months, ending on December 31, 2014, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing ten (10) days written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and services satisfactorily performed up to and including the date of County's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in her performance of this Agreement shall be delivered to County within ten (10) days of delivery of termination notice to Consultant, at no cost to County.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.

5.2. Additional Requirements. Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) 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.
- (f) 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..
- (g) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (h) The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of

the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.

- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.
- (j) Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement. 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.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Janine
P.O. Box 70
Crescent Mills, CA 95934

Tel: (530) 284-6991
Attn: Janine

IF TO COUNTY:

County of Plumas
270 County Hospital Road, Suite
207
Quincy, CA 95971

Tel: (530) 283-6315
Attn: Director of Social Services

6.3. Drug Free Workplace. Consultant certifies that she provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Consultant's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.6. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.7. Indemnification and Hold Harmless. Consultant shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Consultant, her officers, agents or employees..

County shall defend, indemnify and hold Consultant, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents or employees.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at her expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and her officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.9. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Consultant shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or her employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of her employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.10. Ownership of Documents. All reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of her subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Consultant shall deliver to County any reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by County or its authorized representative, at no additional cost to the County.

6.11. Public Records Act Disclosure. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of her subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.12. Responsibility for Errors. Consultant shall be responsible for her work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by County regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.13. Prohibited Employment. Consultant will not employ any regular employee of

County while this Agreement is in effect.

6.14. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, (unless specifically stated in this Agreement to the contrary) the terms and conditions in this Agreement shall govern over the attachments.

6.15. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.16. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.17. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.18. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.19. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.20. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.21. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent

jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.23. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY:

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

By: _____

Name: _____

Title: _____

Date signed: _____

CONSULTANT:

By: Janine _____

Name: Janine _____

Title: Coordinator _____

APPROVED AS TO FORM:

Stephen L. Mansell
Stephen L. Mansell
Deputy County Counsel

Date: 9/18/14

EXHIBIT A

SCOPE OF WORK JOB DESCRIPTION - COORDINATOR PLUMAS COUNTY CHILD ABUSE PREVENTION COUNCIL

The CAP Council Coordinator is an **independent contractor** hired by the County of Plumas to provide support for and coordination of the implementation of Council policies, goals and programs. The Coordinator provides for the management of Council fiscal matters, such as preparation of County claims, annual budget and reconciliation of accounts with the County Auditor. The Coordinator does not provide direct services, but manages grant funds to local child abuse prevention programs. The Coordinator is the Council's liaison to the state Office of Child Abuse Prevention and the County Board of Supervisors.

The Coordinator organizes the annual Children's Fair, fall training and any workshops/training events offered by the Council. The position requires approximately 40 hours a month and requires attending regional and state meetings approximately six times a year. Organization of the Children's Fair and the fall training increases the time commitment substantially for about two months.

The ability to work independently with excellent organization and fiscal skills is required. Professionalism, enthusiasm and commitment to child abuse prevention programs are important qualities for the Coordinator. Flexibility in working with a collaborative organization is an advantage.

Qualifications:

1. Accounting/bookkeeping experience.
2. Intermediate computer skills in work processing and spreadsheets.
3. Familiarity with grants funding process.
4. Excellent verbal and written communications.
5. Previous experience in human services field preferred.
6. Knowledge of local and state resources and agencies preferred.

Responsibilities:

1. Implementation of Council policies, goals and by-laws.
 - a) Set Council agenda and attend all Council and Executive Committee meetings.
 - b) Attend other committee meetings as requested.
 - c) Serve as liaison between the Council and state and County agencies.
2. Fiscal Operation
 - a) Serve as the treasurer and purchasing agent for the Council
 - b) Review/approve all bills and claims to the Council for submission to County Auditor.
 - c) Submit regular financial records to the Council
 - d) Maintain all business and fiscal files for Council
 - e) Manage and reconcile all Children's Trust Funds with County Auditor.
 - f) Prepare annual budget with for approval of Council

3. Organize and publicize the annual Children's Fair, any trainings and other special Council events.
4. Grant application process:
 - a) Manage the Council's process for sub grant applications and requests for proposals
 - b) Assist Grant Allocation Committee in review of proposals and allocation of sub grant funds.
 - c) Prepare contracts with sub grantees on behalf of the Council.
 - d) Maintain reporting process for grant recipients.
 - e) Prepare and submit all required reports and reimbursement claims to state agencies.
5. Conduct on-going public awareness campaign including activities during April-Child Abuse Prevention Month.
6. Coordinate Council activities with local and state agencies and other collaborations.
7. Perform other duties as detailed in the Coordinator Contact.

EXHIBIT B

WAIVER OF WORKER'S COMPENSATION INSURANCE

I HEREBY CERTIFY THAT I AM AN INDEPENDENT CONTRACTOR AND HAVE NO PAID OR VOLUNTEER EMPLOYEES AND, THEREFORE, WORKER'S COMPENSATION INSURANCE WHICH IS REQUIRED BY THE COUNTY DOES NOT APPLY.

I AM AWARE THAT THIS STATEMENT IS FOR THE INTERNAL USE OF THE COUNTY OF PLUMAS AND DOES NOT ALTER THE WORKER'S COMPENSATION REQUIREMENTS IN THE LABOR CODE OF THE STATE OF CALIFORNIA DEFINING "EMPLOYEES."



Signature of Consultant

Date



9/16/14

EXHIBIT C

CERTIFICATES OF INSURANCE



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)
9/13/2013

GENCY
Flanigan-Leavitt Insurance Agency,
400 W. Main St.
P.O. Box 3556
Quincy CA 95971

CONTACT Sonya Berry
NAME: **Sonya Berry**
PHONE (A/C. No. Ext): (530) 283-1112
FAX (A/C. No.): (866) 781-3110
E-MAIL ADDRESS: sonya-berry@leavitt.com
CODE: SUB CODE:
AGENCY CUSTOMER ID: 00003718

| | | |
|-------------------------------|----------------------------------|------------------------|
| CARRIER | | NAIC CODE |
| Burlington Insurance Co | | 23620 |
| UNDERWRITER: | UNDERWRITER OFFICE: | |
| POLICIES OR PROGRAM REQUESTED | | POLICY NUMBER |
| | | 13-14 SUB |
| INDICATE SECTIONS ATTACHED | ELECTRONIC DATA PROC | TRUCKERS/MOTOR CARRIER |
| ACCOUNTS RECEIVABLE/ | EQUIPMENT FLOATER | UMBRELLA |
| VALUABLE PAPERS | GARAGE AND DEALERS | VEHICLE SCHEDULE |
| BOILER & MACHINERY | GLASS AND SIGN | WORKERS COMPENSATION |
| BUSINESS AUTO | INSTALLATION/BUILDERS RISK | YACHT |
| X COMMERCIAL | OPEN CARGO | |
| GENERAL LIABILITY | PROPERTY | |
| CRIME/MISCELLANEOUS CRIME | TRANSPORTATION/MOTOR TRUCK CARGO | |
| DEALERS | | |
| DRIVER INFO SCHEDULE | | |

STATUS OF TRANSACTION

PACKAGE POLICY INFORMATION

| | | | | | | | | |
|---------------------------------------|---------------------------------------|---------|--|-------------------|---------------|---------------------------------|-------|--|
| X QUOTE | <input type="checkbox"/> ISSUE POLICY | X RENEW | ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES. | | | | | |
| BOUND (Give Date and/or Attach Copy): | | | PROPOSED EFF DATE | PROPOSED EXP DATE | BILLING PLAN | PAYMENT PLAN | AUDIT | |
| CHANGE DATE | TIME | X AM | 10/9/2013 | 10/9/2014 | DIRECT BILL | | | |
| CANCEL 10/9/2013 | 12:01 | PM | | | X AGENCY BILL | PACKAGE POLICY PREMIUM: \$ 0.00 | | |

APPLICANT INFORMATION

NAME (First Named Insured & Other Named Insureds)

Janine

MAILING ADDRESS INCL ZIP+4 (of First Named Insured)

P.O. Box 70

Crescent Mills CA 95934

FEIN OR SOC SEC # (of First Named Insured): PHONE (A/C. No. Ext): (530) 284-6991

E-MAIL ADDRESS(ES): justjanine@frontiernet.net

WEBSITE ADDRESS(ES):

DATE BUS STARTED
2008

| | | | | | | |
|--------------|-------------|--|-----|-----------------------------|-----------------|--|
| X INDIVIDUAL | CORPORATION | SUBCHAPTER "S" CORPORATION NOT FOR PROFIT ORG | LLC | NO. OF MEMBERS AND MANAGERS | CR BUREAU NAME: | |
| | PARTNERSHIP | JOINT VENTURE | | | ID NUMBER: | |

INSPECTION CONTACT: Janine

ACCOUNTING RECORDS CONTACT: Janine

PHONE (A/C. No. Ext): (530) 284-6991

E-MAIL ADDRESS:

PHONE (A/C. No. Ext): (530) 284-6991

E-MAIL ADDRESS:

PREMISES INFORMATION

ACORD 823 attached for additional premises

| LOC # | BLD # | STREET, CITY, COUNTY, STATE, ZIP+4 | CITY LIMITS | | INTEREST | YR BUILT | # EMPLOYEES | ANNUAL REVENUES | % OCCUPIED |
|-------|-------|---|-------------|---------|----------|----------|-------------|-----------------|------------|
| | | | INSIDE | OUTSIDE | | | | | |
| 1 | | 13683 Hwy 89 Crescent Mills CA 95934 Plumas | | | OWNER | | | | |
| | | | | | TENANT | | | | |
| | | | | | OWNER | | | | |
| | | | | | TENANT | | | | |
| | | | | | OWNER | | | | |
| | | | | | TENANT | | | | |

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)

Grant Administration- Independent Contractor

COPY



5P

DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Dony Sawchuk
Director

Board Date: October 7, 2014

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: **Approve Custodial Contract for:**
1. Tim Ringo – Quincy Museum & Library
2. Tim Ringo – Quincy One Stop Permit

Background

Tim Ringo, DBA Bob's Janitorial Service, is responsible for the Janitorial Maintenance of the following facilities in this contract:

1. Quincy Library & Museum
2. Quincy One Stop Permit Center

Recommendation

Approve Custodial Contracts.

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

56

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 |
|---|---|---|---|--|
|---|---|---|---|--|

Date: September 25, 2014

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for October 7, 2014

Recommendation: Approve a collaborative Memorandum of Understanding among Plumas Rural Services, Plumas Crisis Intervention and Resource Center, Plumas Charter School, Dramaworks, Feather River College, Plumas Unified School District and Public Health Agency to increase accessibility and accessibility and relevancy of services related to domestic violence, sexual assault, dating violence and/or stalking against the target service population.

Background Information: The Agencies will collaborate to continue services available to Plumas County youth, age 13-24, who are victims of domestic violence, sexual assault, dating violence and/or stalking as addressed through a joint application to the Office on Violence Against Women's Fiscal Year 2011 Advocate for and Respond to Youth Grant Program.

The agencies' primary goal through this continued collaborative effort is to increase the accessibility and relevancy of services related to domestic violence, sexual assault, dating violence and/or stalking against the target service population.

Specific activities the Agencies will implement through this project include:

1. On-campus provision of paraprofessional counseling for youth victims of the above mentioned crimes at the county's college and high schools;
2. Utilization of the Sanctuary Model for service delivery;
3. Continuation of existing teen and young women's peer support groups.

At this time it is requested that the Board approve this MOU (copy attached) to increase accessibility and relevancy of services related to domestic violence, sexual assault, dating violence and/or stalking against the target service population.

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

5H1



PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Fax (530) 283-6323
Robert A. Perreault, Jr., P.E., Director Joe Blackwell, Deputy Director

CONSENT AGENDA REQUEST

for the October 7, 2014 meeting of the Plumas County Board of Supervisors

September 29, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Request Adoption of the Plans and Specifications for the Bucks Lake Road Rehabilitation (Snake Lake Road to Slate Creek Road).
Federal Project RSTPL-5909(106), Bucks Lake Road, CR #411

A handwritten signature in black ink that reads "Robert A. Perreault".

Background

The request is for the Board to adopt the Plans and Specifications for the Bucks Lake Road Rehabilitation (Snake Lake Road to Slate Creek Road) per County Code Section 3-1.27 prior to advertisement for bids.

The Plans and Specifications for WO #483 have been review and approved by County Counsel.

The Plans and Specifications can be viewed at the office of the Clerk of the Board during normal operating hours.

Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors approve the plans and specifications for Work Order #483 Bucks Lake Road Rehabilitation (Snake Lake Road to Slate Creek Road) and authorize the Department to begin advertisement for bids.

**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 October 7, 2014 Meeting of the Board of Supervisors

Date: September 30, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Plumas County Solid Waste Program – Green Waste Disposal in the American Valley Area – Proposed Agreement between Plumas County and Waste Management; Discussion, possible action and/or direction to staff

Robert A. Perreault

Background:

As discussed and continued from the Board meeting of September 30, 20014, this Agenda Request is a follow up to the Public Works proposal that was discussed and voted upon by the Board of Supervisors during its June 3, 2014, 2014 meeting, which created a new program within the American Valley area for the disposal of certain items of green waste.

As of this writing, the single issue that prevents startup of a green waste disposal program is the need to have a fully executed agreement in place.

- On June 24, 2014, a copy of a draft Memorandum of Understanding, between the County of Plumas and Feather River Disposal (a/k/a Waste Management) as prepared by Public Works and reviewed by County Counsel, to enable the use of part of APN Nos. 116-370-25,-26,-27 (along Industrial Way in Quincy) for operation of the green waste disposal operations, was submitted to Feather River Disposal staff for their review and approval. A copy of the June 24, 2014 e-mail of transmittal and the draft proposed MOU is attached.
- On September 29, 2014, the response of Feather River Disposal was to instead propose an alternate license/agreement. A copy of the September 29, 2014 e-mail of transmittal and the draft proposed Nonexclusive License and Operating Agreement is attached.

On October 7, 2014, County staff will report to the Board of Supervisors if there has been any progress between the 2 parties in reaching a mutually acceptable agreement.

Recommendation:

As of this writing, Public Works staff expects to submit a specific recommendation for consideration by the Board of Supervisors during the Board of Supervisors meeting scheduled for October 7, 2014.

Attachments:

June 24, 2014 e-mail of transmittal and the draft proposed MOU.

September 29, 2014 e-mail of transmittal and the draft proposed Nonexclusive License and Operating Agreement.

From: Perreault, Bob
Sent: Tuesday, June 24, 2014 4:58 PM
To: 'Martinelli, Greg'
Cc: 'West, Ryan'; 'Simpson, Dennis'
Subject: Plumas County -- Green Waste Program for American Valley: Draft MOU with Feather River Disposal

TO: Greg Martinelli, Waste Management

RE: Green Waste Disposal Program for American Valley

Hi Greg,

During our last discussion on the proposed green waste disposal program for the Quincy area, I stated that Public Works would prepare a draft MOU for your consideration in regard to our request for the County to conduct green waste activities on a portion of your company's property on Industrial Way in Quincy.

Attached for your review and comment is a copy of a draft MOU, dated 6-18-2014.

I am also attaching a digital copy of the latest version of the proposed site plan prepared for the green waste disposal activities.

If you need any additional information, please do not hesitate to contact me.

Thanks,

Bob Perreault

**Memorandum of Understanding
between County of Plumas and Feather River Disposal
Pertaining to the Operation of a Green Waste Disposal
Program on a Portion of Property Owned by Waste
Management, Inc. in Quincy, California**

This **Memorandum of Understanding** (“MOU”) is entered on this [REDACTED] day of June, 2014, by and between the **County of Plumas** a political subdivision of the State of California, c/o Department of Public Works, 1834 East Main Street, Quincy, CA 95971 (“COUNTY”) and **USA Waste of California Inc. DBA Waste Management**, 1166 Industrial Way, Quincy, CA 95971 (“WM”).

This Memorandum of Understanding is made with reference to the following facts and circumstances:

WHEREAS, COUNTY and WM are parties to an existing Solid Waste Franchise Contract;

WHEREAS, WM is presently a Solid Waste Franchise Contractor for the COUNTY, whose jurisdiction includes the Quincy area and nearby environs;

WHEREAS, COUNTY desires to conduct certain activities of a green waste disposal program as part of its Solid Waste program in the vicinity of Quincy, California;

WHEREAS, WM and Sierra Pacific Industries, Inc. had been providing certain green waste disposal services to the constituents of Plumas County for many years at no cost to the users – until such time that Sierra Pacific Industries, Inc. abruptly and solely discontinued such services during the Fall 2013, thereby leaving the Quincy area constituents without benefit of such cost-free or low-cost green waste disposal services;

WHEREAS, the COUNTY and WM agree that the COUNTY may provide certain green waste disposal services without affecting the existing franchise contract relationship between the COUNTY and WM;

WHEREAS, Waste Management, Inc. (P.O. Box 1450, Chicago, IL 60690-1450), is owner of parcels within Quincy (APN Nos. 116-370-25, 116-370-26 and 116-370-27), having assigned addresses of 1166, 1210 and 1284 Industrial Way, respectively.

NOW, THEREFORE, be it resolved that it is agreed between the COUNTY and WM that:

1. Green Waste Disposal Activities. COUNTY may conduct certain green waste disposal activities on a portion of property of WM, all as generally described in the “Project Description, dated June 5, 2014, copy attached, including “Site Plan,” dated June 5, 2014.

2. Permits. COUNTY is responsible for acquiring all permits and approvals associated with the green waste disposal activities, all at no cost to WM. This requirement pertains to any need to amend any existing regulatory permit required of WM, as may be caused by the green waste disposal program.

3. Regulatory Actions. COUNTY shall be liable for all penalties and fines, as may be imposed by any regulatory agency, that are the result of green waste disposal activities conducted by the County, all at no cost to WM.

4. Term. The initial term of this MOU shall commence on the date first stated above and shall end on December 31, 2016. The term shall be automatically extended for 3-year cycles. In the event that either party desires to not automatically extend the terms, that party will give the other party notice in writing at least 9 months before the expiration date.

5. Bin Storage. In the event that the County use of a portion of the WM property results in insufficient space for the storage of metal bins (that are used by WM within Plumas County) during a winter season, then the COUNTY, through its Department of Public Works will provide a metal bin storage area for WM bins in a location within the Quincy/East Quincy area. Said storage shall be at no rental cost to WM.

6. Notices. Any notices, documents, correspondence or other communications concerning this MOU shall be in writing and addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO WM:

Dennis Simpson, Manager
Waste Management
1166 Industrial Way
Quincy, CA 95002

Tel: (530) 927-6045
Fax: (530) 283-2331

IF TO COUNTY:

Robert A. Perreault, Jr., P.E., Director
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

Tel: (530) 283-6268
Fax: (530) 283-6323

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

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

8. Governing Law. This MOU shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

CONTRACTOR:

USA Waste of California, Inc.

By: _____

Name: _____

Title: _____

Date signed: _____

By: _____

Name: _____

Title: _____

Date signed: _____

COUNTY:

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

By: _____

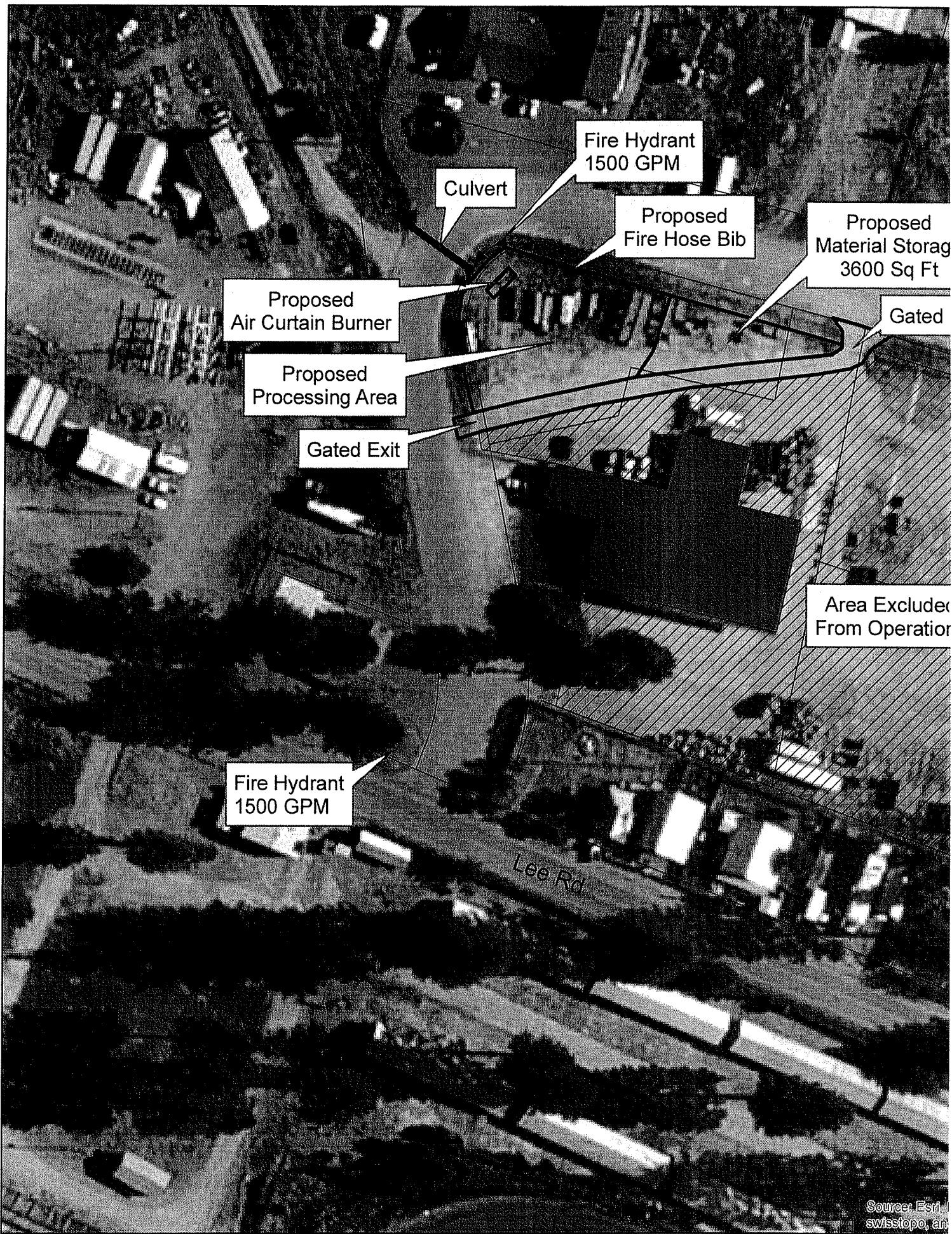
Name: Jon Kennedy

Title: Chair, Board of Supervisors

Date signed: _____

APPROVED AS TO FORM:

R. Craig Settemire
Plumas County Counsel



From: West, Ryan [<mailto:rwest1@wm.com>]
Sent: Monday, September 29, 2014 3:41 PM
To: Perreault, Bob; Graham, Jim
Subject: Waste Management License and Operating agreement

Bob,

Please see the attached License and Operating agreement drafted by our legal team. We may have a couple of changes pending the response we get back from our Sr. Legal Counsel but I wanted to get this to you as soon as possible.

Please take a look and feel free to reach out to me.

Thanks,

Ryan West
District Manager
rwest1@wm.com

Waste Management
2569 Scott Avenue
Chico, CA 95928
Tel 530 893 8053
Cell 530 624 9630

Recycling is a good thing. Please recycle any printed emails.

NONEXCLUSIVE LICENSE AND OPERATING AGREEMENT

THIS NONEXCLUSIVE LICENSE AND OPERATING AGREEMENT (the “**Agreement**”) is made this _____ day of _____, 2014 by and between USA Waste of California, Inc. (“**WM**”), with an address at 1166 Industrial Way, Quincy, CA 95971, and the County of Plumas, a political subdivision of the State of California, with an address at 1834 East Main Street, Quincy, CA 95971 (“**Licensee**”), in consideration of the promises made herein and intending to be legally bound, as follows:

RECITALS

WHEREAS, USA Waste of California, Inc is the owner in fee of real property located at 1166 Industrial Way, Quincy, CA (the “**Property**”), at which WM operates the Feather River Disposal hauling site (the “**Facility**”);

WHEREAS, Licensee has experience with the management and operation of Organic Waste receiving, handling, and burning facilities;

WHEREAS, WM and Licensee wish for Licensee to install and operate a Organic Waste processing facility on the Property (the “**Facility**”); and

WHEREAS, WM is willing to grant Licensee a nonexclusive license to use the Property and conduct operations at the Facilities at the times and upon the conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Definitions

- 1.1. “**Agreement**” means this Nonexclusive License and Operating Agreement between Licensee and WM, as it may be amended or modified from time to time.
- 1.2. “**Applicable Law**” means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial permits, licenses, approvals, orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and/or the environment (including, without limitation, ambient air, surface water, groundwater, land, or subsurface strata) and/or relating to the performance by any of the parties of any of their obligations under this Agreement.
- 1.3. “**Facilities Upgrades**” means improvements to the Facility as described in Exhibit A.
- 1.4. “**Organics Facility**” means the Organic Waste processing facility of approximately 3600 square feet located on the Property, as upgraded pursuant to this Agreement.

1.5. "**Organic Waste**" means any plant or wood material generally consisting of yard trimmings or wood wastes that is separated at the point of generation, and contains no greater than one percent of physical contaminants by weight. Organic Waste includes, but is not limited to, yard trimmings, such as yard clippings, leaves, tree trimmings, prunings, brush, and weeds, and wood wastes such as untreated wood, natural fiber products, wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, or processing of raw wood materials, or construction and demolition wood waste. Organic Waste material does not include food material, biosolids, mixed solid waste, material processed from commingled collection, wood containing lead-based paint or wood preservatives, mixed construction or mixed demolition debris.

1.6. "**Prudent Work Practices**" means the design and construction practices, methods and acts (including but not limited to practices, methods and acts engaged in or approved by a significant portion of design and construction industries) that at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Law, reliability, safety, environmental protection, economy, and expedition.

1.7. "**Residual Material**" means material delivered to the Organics Facility that does not meet the definition of Organic Waste. However, Residual Material does not include material which may not be disposed of at a Class III Solid Waste Disposal Site pursuant to Applicable Law (e.g., hazardous waste).

2. Grant of Nonexclusive Revocable License. During the term of this Agreement, WM hereby grants to Licensee a nonexclusive revocable license to the Property, subject to all of the terms and conditions herein. Licensee's right to use the property is expressly conditioned upon compliance with Applicable Law, including the receipt of all permits, licenses or other approvals issued by any federal, state or local governmental agencies required to conduct activities at the Property contemplated herein, which may be issued to either WM or Licensee. WM makes no warranty that licenses and permits will be granted or issued by any agency or party for work proposed at the Organics Facility. The Licensee shall be responsible to obtain all required permits and approvals at its sole expense as required under applicable regulation.

3. Permitted Uses.

3.1. During the term of this Agreement, the Property may be occupied and used by Licensee, its contractors, and subcontractors, for ingress and egress of employees or other personnel and equipment, storing of materials and equipment, and other encroachments on the Property necessary and related to operation of the Organics Facility pursuant to Exhibit A-(the "**Permitted Uses**"). Licensee's occupation and use must be consistent with Applicable Law.

3.2. WM and Licensee shall mutually agree to any changes in the Permitted Uses requested

by WM, and all such agreed upon changes shall be set forth in writing as either an amendment or supplement to this Agreement or an amendment or supplement to an Exhibit. If any change occurs during the term of this Agreement with respect to any Applicable Law which may affect the rights or obligations of WM or Licensee under this Agreement, or the applicability of any taxes, fees or governmental surcharges, WM and Licensee shall negotiate in good faith to bring this Agreement into conformance with such change or changes. In the event that such agreement cannot be reached, WM or Licensee shall have the right to terminate this Agreement immediately upon written notice to the other party.

4. Assignment; Sub-Licenses. It is expressly agreed that Licensee shall not have the right to assign or sub-license its rights under this Agreement.
5. Licensee Has No Interest or Estate. Licensee agrees that it does not and shall not claim at any time an interest or estate of any kind or extent whatsoever in the Property by virtue of this License or Licensee's occupancy or use hereunder.
6. Personal License Only. It is agreed between WM and Licensee that this license is personal to Licensee and shall not inure to the successors or assigns of Licensee.
7. Term.

- 7.1. This Agreement and the license granted hereunder shall be for a term of two (2) years, unless earlier terminated in accordance with the provisions herein. If a party wishes to extend the term of this Agreement, it shall so notify the other party at least six (6) months prior to the expiration of the then-existing term. In their discretion, the parties may elect to extend the term of this Agreement, which must be evidenced by an amendment to this Agreement.
- 7.2. WM shall have the right to (a) immediately terminate this Agreement if Licensee makes an assignment for the benefit of creditors, or admits in writing its inability to pay or generally fails to pay its debts as they mature or become due, or petitions or applies for (or a petition, case or proceeding is commenced by or against it relating to) the appointment of a trustee or other custodian, liquidator or receiver of any substantial part of its assets under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar law of any jurisdiction, now or hereafter in effect, and such petition, case or proceeding is not dismissed or stayed sixty (60) days after filing (or Licensee takes any action to authorize or in furtherance of any of the foregoing, or if any such petition or application is filed or any such case or other proceeding is commenced against Licensee with its approval, consent or acquiescence) or (b) terminate, if Licensee is in material breach hereunder and fails to cure any such breach within fourteen (14) days of notice from WM of such breach; provided however, for such breach which causes an imminent and substantial threat to the health or safety of any person or an imminent and substantial threat to the environment, WM may terminate if Licensee fails to cure any such breach within twenty-four (24) hours of notice from WM. In addition to WM's rights to terminate this Agreement, WM reserves the right

to pursue other such remedies that it may have against Licensee at law or equity.

7.3. Licensee shall have the right to terminate this Agreement if WM is in material breach hereunder and fails to cure any such breach within fourteen (14) days of notice from Licensee of such breach. In addition to Licensee's rights to terminate this Agreement, Licensee reserves the right to pursue other such remedies that it may have against WM at law or equity.

7.4. Notwithstanding any provision herein to the contrary, WM may terminate this Agreement without cause or penalty in the event that either party is unable to obtain any governmental approvals required for the permitted uses, or the termination or expiration of any such approvals; provided, that the inability to obtain any required approvals, or the termination or expiration of any such approvals, does not arise due to the negligent or willful acts or omissions of WM. Any permits or governmental approvals in addition to the Property's current permitted uses and approvals required for the operation of the Organics Facility shall be the responsibility of the Licensee and obtained at the Licensee sole expense.

7.5. The provisions of Sections 9, 13, 15, 16, 17, 18.2, 18.3, 18.9 and 18.11 shall survive the revocation, expiration or other termination of this Agreement until such time as the Property has been fully restored in accordance with Section 9 and any all liens discharged in accordance with Section 16, after which time Sections 13, 15, 18.2, 18.3, 18.9 and 18.11 only shall survive.

8. No Waste. Licensee shall not cause, do or suffer any permanent waste, disfigurement or injury to the Property or any improvements thereon during the term of this Agreement. Storm water coming in contact with Organic Waste for the purposes of this Agreement shall be considered a waste and must be managed by Licensee to ensure all storm water is retained and managed as a waste on-site. There shall be no storm water discharges from the Organics Facility and all burdens and costs to associated with storm water management on the Organics Facility shall be the responsibility of the Licensee.

9. Restoration of Property, Removal of Property, and Return of Equipment.

9.1. Immediately following the expiration of the term of this Agreement, and/or upon revocation, surrender or other termination of the permission hereby given, Licensee shall peaceably and immediately remove any and all personal property from the Property (subject to 9.1.1 and 9.2.2 below) and surrender the Property to WM in the same condition as when Facility Upgrades are initially completed, normal wear and tear excepted. Restoration of the Property shall include, but shall not be limited to, removal of any processed or unprocessed material from the Organics Facility. In the event of expiration, revocation, surrender or other termination of this Agreement, WM shall have the option to:

9.1.1. Obtain title to all Facility Upgrades and other permanent and fixed structures and improvements placed upon the Property by Licensee; WM would obtain title to the

Facility Upgrades at no cost, and title to other structures and improvements at fair market value.

- 9.1.2. Purchase any equipment utilized by Licensee at the Organics Facility, and not included in the Facility Upgrades, at fair market value.
- 9.2. If Licensee should fail to perform its obligations under Section 9.1 within thirty (30) days after the time of any revocation, expiration or earlier termination of this Agreement, however brought about, WM shall have the right to: (i) remove and store any of Licensee's personal property at Licensee's sole cost and expense; and (ii) restore the Property at Licensee's sole cost and expense. Licensee shall pay to WM the aforementioned costs and expenses upon demand.

10. Obligations of Licensee. Licensee shall be responsible, at its expense, for all of the following activities related to the use of the Property:

- 10.1. Limiting activities to the Permitted Uses and complying with the requirements of the Exhibits attached hereto, as they may be amended. Any breach of the foregoing shall be considered a material breach and, notwithstanding any provision herein to the contrary, if an alleged breach is not fully cured within three (3) days from written notice by WM or more than one (1) demonstrated breach occurs within any twelve (12) month period, WM may terminate this Agreement immediately upon written notice to Licensee.
- 10.2. Obtaining and maintaining the insurance coverages required pursuant to Section 17 hereof.
- 10.3. Complying with Applicable Law, including any governmental approvals which are required for the Permitted Uses (whether such approvals are obtained by Licensee or WM), and the Safety and Health Declaration set forth in Exhibit C. Any breach of the foregoing shall be considered a material breach and, notwithstanding any provision herein to the contrary, if an alleged breach is not fully cured within three (3) days from written notice by WM or more than two (2) demonstrated breaches occurs within any twelve (12) month period, WM may terminate this Agreement immediately upon written notice to Licensee. Any administrative action or Notice of Violation issued by a governmental agency related to noncompliance with any Applicable Law, against either Licensee or WM, will be considered as notice of a material breach for purposes of this provision.
- 10.4. Payment of all utilities.
- 10.5. Payment of \$300 per month to WM, prorated for partial months. Payment shall be due by the 5th day of the following month.

11. Risk of Loss; Transfer of Waste and Title.

- 11.1. Licensee shall bear entire risk for any loss and damage to any structures,

improvements or equipment located or placed by Licensee on the Property. In addition, no loss or damage, except where caused by the negligence of WM, or as provided in Section 18.1 shall impair any obligation of Licensee under this Agreement, which shall continue in full force and effect.

11.2. Title, risk of loss and all other incidents of ownership to Organic Waste, residual material or other wastes managed at the Organic Facility shall be the sole responsibility of the Licensee.

12. Obligations of WM.

12.1. Management of Residual Material. WM shall provide for the disposal of any Residual Material at a WM disposal facility, and charge the Licensee for such disposal the current franchise rates.

12.2. Permits. Licensee shall be responsible to obtain any governmental approvals that are required to operate the Organics Facility when and where existing facility approvals may be deemed in inadequate by WM or a governmental authority. Permit requirements may include but not limited to obtaining Bay Air Quality Management District, Regional Water Quality Control Board, CalRecycle, and County permits related to the Organics Facility operation. WM agrees to work cooperatively with the Licensee to obtain such approvals, but the costs associated with obtaining any permits shall be the sole responsibility of the Licensee.

13. Confidentiality.

13.1. Confidential Information. Licensee recognizes and agrees that information that may be obtained by Licensee during the course of performing its obligations under this Agreement, including but not limited to the operations, plans, customers and procedures of WM, and the rates charged by WM and the compensation paid to Licensee, is confidential and proprietary information (the "Protected Information"). Licensee, during the term of this Agreement and for two (2) years thereafter, shall not in any way utilize the Protected Information without the prior written consent of WM, except that Licensee and its employees may use such information disclosed to it by WM in order to perform its obligations hereunder.

13.2. Publicity. Except as may required by law, Licensee shall not, without the prior written consent of WM, which may be granted or withheld at WM's sole discretion: (a) use WM's or Waste Management, Inc.'s name, brand, trademarks or any descriptions of WM or Waste Management, Inc. and/or its industry that would allow a third party to identify WM or Waste Management, Inc. ("WM's Brand"), in advertising or promotional material, publicity releases or for any other commercial purpose; (b) in any manner advertise, publish or disclose the fact that WM has entered into this Agreement with Licensee; or (c) disclose the subject matter or terms and conditions of this Agreement. Licensee shall comply with the restrictions accompanying WM's consent, including, but not limited to, scope and term limitations. Unless otherwise specified by

WM in writing, WM consents shall be deemed to be "initial use only" and will expire immediately after WM's first use of WM's Brand, as set forth in the applicable WM consent. Any and all subsequent uses, including, but not limited to, re-publication of advertising or promotional material, duplicate or follow-up press releases or like publications shall each require an updated consent, duly executed by WM. In no case shall Licensee or an affiliate of Licensee use WM's Brand or information about WM's industry, equipment or operations in a manner that disparages WM.

13.3. Enforcement. In the event of a breach or threatened breach by Licensee of the provisions of Section 13.1, 13.2 or 13.3, Licensee agrees that WM shall be entitled to a temporary restraining order or a preliminary injunction (without the necessity of WM posting any bond in connection therewith). Nothing herein shall be construed as prohibiting WM from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from Licensee.

14. Omitted

15. Indemnification. Licensee hereby agrees to indemnify, hold harmless and defend WM, and its owners, officers, directors, employees and agents (collectively, the "**Indemnitees**"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "**Damages**"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with (1) the breach of any representations, covenants or warranties of Licensee set forth in this Agreement, (2) any negligent actions or omissions or willful or reckless misconduct of Licensee, its employees, officers, owners, directors or agents in the performance of this Agreement, (3) the violation of any Applicable Law; or (4) any liability, whether strict liability or otherwise, relating to the collection, management, transportation, disposal, treatment, or recycling of material received by Licensee, Licensee's subcontractor or agents, or any other person or entity who handles, manages, transports, disposes, treats, recycles, or otherwise manages such material, at the Organics Facility. Such indemnity shall exclude Damages to the extent they arise as a result of any negligent actions or omissions or willful or reckless misconduct of the Indemnitees.

16. Liens. During the term of this Agreement, Licensee shall not permit to remain and shall promptly discharge, at its sole cost and expense, all mechanics', laborers', and materialmen's liens, encumbrances and charges (other than liens, encumbrances and charges created or suffered by WM or any person acting for or on behalf of WM) at the Property or on any part of the same, provided that the existence of any mechanics', laborers', or materialmens' liens or rights incident thereto shall not constitute a violation of this section if payment is not yet due as provided in the contract which is the basis of the same. Licensee shall have the right to contest with due diligence the validity or amount of any lien or claimed lien, if Licensee procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half times the amount of the claim of lien. Such bonds shall meet the requirements of California Civil Code Section 3143 and shall

provide for the payment of any sum that the claimant may recover with respect to the claim in question, together with costs of suit to the extent that such claim recovers the same. On any adverse, final determination of the lien or claim for lien, Licensee shall immediately pay any judgment rendered with all proper costs and charges and shall have the lien released or judgment satisfied at Licensee's sole cost and expense and, if Licensee fails to do so, WM may in its sole discretion pay any such final judgment. If Licensee fails to record a lien release bond as provided in this section and such failure is not cured by Licensee within a reasonable time after demand by WM, WM may contest the validity or amount of any such lien or claim of lien or settle or compromise the same without inquiring into the validity of the claim or the reasonableness of the amount of the same.

17. Insurance. Licensee shall maintain, at its sole cost, and shall require any subcontractors it may engage to maintain at all times during the term of the Agreement and any extension thereof, the insurance coverage set forth below, with one or more insurance companies licensed to do business in the state where the work is performed and with a rating of not less than A, X or better as shown in the most current issue of the A.M. Best Rating Guide:

- (1) Workers' Compensation Insurance as required by laws and regulations applicable to and covering any subcontractor's employees whose performance of services in connection with Licensee's obligations hereunder, and all employees of Licensee engaged in Licensee's performance of its obligations under this Agreement;
- (2) Employers' Liability Insurance protecting Licensee against common law liability in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000;
- (3) Commercial General Liability Insurance including coverages for ordered products, completed operations, personal injury liability, property damage, independent contractors and broad form contractual liability coverage specifically in support of the contractual obligations of Licensee including, without limitation, any indemnity obligations contained in the Agreement, with limits of liability of not less than \$2,000,000 per occurrence and \$3,000,000 in the annual aggregate and naming WM as an additional insured; and
- (4) Automobile Liability Insurance including non-owned and hired vehicle coverage with limits of liability of not less than \$2,000,000 per occurrence combined single limit and naming WM as an additional insured.
- (5) Excess Liability with limits of liability of not less than \$10 million per occurrence.

Licensee shall provide a certificate of insurance evidencing such insurance coverage upon request by WM that shall provide that the insurance carrier will give WM thirty (30) days' prior written notice of any cancellation or non-renewal of any policy or policies identified in such certificate.

18. General Conditions

18.1. Excuse of Performance. The performance of this Agreement, except for the payment of money, may be suspended by either party in the event such performance is prevented by a cause or causes beyond the reasonable control of such party, provided that such party provides written notice of such event and suspension of performance. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in Applicable Law (not initiated by Licensee, with regard to Licensee seeking to be excused from performance); restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall promptly notify the other party of such event, including the expected duration of suspension and use its reasonable and diligent commercial efforts to eliminate such cause or event. If such suspension continues for a period in excess of sixty (60) days, then either party by written notice to the other party may terminate this Agreement.

18.2. Dispute Resolution. If a dispute arises in this Agreement, other than such defaults set forth in Sections 7.2, 7.3, 10.1, 10.2, 10.3, 10.4 or 13.4, then a party shall initiate the resolution process by giving notice setting out in writing and in detail the issues in dispute and the value of the claim to the other party. A meeting between the parties, attended by individuals with decision-making authority, must take place within thirty (30) days from the date the notice was sent in an attempt to resolve the dispute through direct negotiations. If the dispute cannot be settled by direct negotiations within thirty (30) days of initiation of the resolution process, either party may initiate mediation by giving notice to the other party. If the dispute is not resolved by mediation within thirty days from the date of the notice requesting mediation, or if the dispute is unresolved within sixty (60) days from the date of the notice requesting direct negotiations, then either party may seek the remedies available to it in law or in equity. This provision hereof shall not be applicable to any right either party may have to seek injunctive relief or if there is an imminent and substantial threat to health or safety of any person or an imminent and substantial threat to the environment.

18.3. Inspections. WM shall have the right to inspect all written licenses, permits or approvals issued by any government entity or agency to Licensee that are applicable to the performance of this Agreement; to inspect and test transportation vehicles, vessels, containers or facilities operated by Licensee; and to inspect the handling, loading, transportation, processing, storage or disposal operations conducted by Licensee in the performance of this Agreement. Licensee shall maintain for a period of not less than that prescribed by law, all such service logs, hourly logs or other records as required by law or regulation or permit, authorization, license or approval. Licensee agrees to allow WM upon WM's reasonable request, to have complete and full access to such service logs, hourly logs or other records as are deemed necessary for review by WM related to this Agreement.

18.4. Independent Contractor. The work and labor herein provided for shall be

performed and furnished by the parties as independent contractors and under the sole supervision, management, direction and control of each party in accordance with the terms and conditions of this Agreement. This Agreement shall not be construed to create a partnership, joint venture or employment relationship between the parties.

- 18.5. Waivers. Failure by WM to complain of any act or omission on the part of Licensee, no matter how long the same shall continue, shall not be a waiver by WM of its rights hereunder. No waiver by WM, express or implied, of any breach of any provision of the Agreement shall be deemed a waiver of any other provision of this Agreement or a consent to any subsequent breach of the same of any other provision.
- 18.6. Assignment. The Agreement may not be assigned in whole or in part by one party without prior written consent of the other party, except that this provision shall not prevent the assignment by WM to any subsidiary, parent or affiliated company. If this Agreement is assigned as provided above, it shall be binding upon and insure to the benefit of the successors and assigns of the parties hereto. Any assignment of this Agreement shall not absolve the assigning party of any of its obligations hereunder.
- 18.7. Sole and Only Agreement. This Agreement constitutes the sole and only agreement between the parties hereto with respect to the services herein described and correctly sets for the obligations of each party. Any representations or agreements not specifically contained herein are null and void.
- 18.8. Amendment. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both parties.
- 18.9. Law to Govern. This Agreement shall be construed according to, and the obligations of the parties hereunder governed by, the laws of the State of California.
- 18.10. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
- 18.11. Notices. Any notice, request, report or other document required or permitted under this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the party to be notified at the addresses appearing below, or such other address as such party may hereafter designate by written notice. Any such change of address shall be effective upon receipt of said notice.

WM:

Licensee:

172 98th Avenue
Oakland, CA 94603

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

COUNTY OF PLUMAS

Name: _____

(print)

By: _____

(signature)

Its: _____

(title)

USA WASTE OF CALIFORNIA, INC.

Name: _____

(print)

By: _____

(signature)

Its: _____

(title)

EXHIBIT A

Facilities Upgrades; Equipment Requirements; Permits

Facility Upgrades

Licensee will perform the upgrades identified below (the “**Facilities Upgrades**”) with regard to the Organics Facility. The Facilities Upgrades may include other elements as agreed upon in writing by the parties. Licensee shall pay for all costs associated with the Facility Upgrades. Licensee shall submit to WM for review an engineered plan (the “**Plan**”) for the Facilities Upgrades. The work represented by the Plan shall conform to Applicable Law and the Plan be sufficient to obtain all governmental approvals.

The Facilities Upgrades shall include the following:

1. Provide an improved access road and operating area as necessary to access the Organics Facility during wet weather.
2. Create at least 3600 square feet of usable space, or enough space to receive and incinerate up to 200 cubic yards per week of Organic Wastes as described in Exhibits A and B. The processing operations shall be performed on surfaces that are graded to drain to a collection area to prevent discharge of contact storm water and ponding within the operations area.
3. Stabilize all weather-working surfaces using either concrete, asphalt or other materials acceptable to WM and Applicable Law as needed or required by Licensee. If all weather working surfaces are not installed, the Licensee must ensure dust is controlled during dry weather and sediment track out is controlled during wet weather.
4. Develop an alternative plan approved by WM to address times when the burner cannot operate or volumes exceed planned burn time in order to allow for processing within 7 days contingency plan to address.
5. Install a berm adequate to WM’s standards and site controls to provide containment of Organic Waste in the minimum area required, and prevent material from leaving operation area. Ensure Organic Waste is stockpiled and controlled to minimize odors and blowing litter.
6. Manage stockpiling of Organic Waste piles and quantity to minimize fire hazards and ensure for adequate access to fire emergency response. There shall be no more than 200 cubic yards of Organics Waste stockpiled on site and any given time.
7. Licensee will be responsible for future storm water BMP’s as needed to remain below Benchmark requirements.

Prior to construction of any improvements, the Plan must be mutually agreed upon by Licensee and WM, and approved by appropriate county and state agencies.

Equipment

Licensee shall provide sufficient equipment to meet the terms of this Agreement and Applicable Law. All equipment must comply with original manufacturer's safety specifications and have proper permitting (if required). Licensee shall keep the equipment in good repair, condition and working order. Back-up equipment must be available at all times either on-site or within 24 hours. Licensee shall furnish any parts, mechanisms and devices required for the operation of the Organics Facility, as contemplated herein.

Permits

Licensee will hold and maintain all Conditional Use permit land based entitlements for Organic Waste processing, and incinerating.. Additionally, mobile air emission permits, CalRecycle Solid Waste Facility, Water Quality Control Board, and other permits required relating to Licensee equipment or operation will be obtained and held by Licensee. Any new or additional permits required as a result of the operations hereunder will be obtained at Licensee's sole cost and expense, though under WM's direct supervision.

EXHIBIT B

Organic Burning Operation

1. Licensee shall process all Organic Waste delivered to the Organics Facility, up to 200 cubic yards per week, according to the requirements set forth in the Agreement, including this Exhibit B.
2. Operating requirements:

Licensee shall operate the Organics Facility for the receipt of incoming material within the agreed upon operating hours for public delivery of waste at all times. These hours during the summer schedule (April 1 to September 31) are currently Friday 3pm – 5pm and Saturday 9am – 4pm. However, Sunday operation hours may be agreed upon and added. Burning only operations will take place Sunday 7am – 5pm. Winter schedule (October 1 to March 31) Saturday 9am – 12pm for commercial and public drop off, 12:30pm – 3pm for burning only operations. Business hours are subject to change to accommodate community events, customer needs, disasters, and weather conditions. WM may recognize up to seven holidays where the Property will be closed.

- 2.1. Licensee shall supply all necessary labor, equipment, management and materials to perform its obligations hereunder.
- 2.2. All processed Organics/residual shall be loaded and transported off-site or on-site per WM direction under the sole responsibility of the Licensee.
- 2.3. Licensee must have permitted processing and support equipment mobilized at the Organics Facility at all times. Equipment shall be maintained to meet the requirements of Applicable Law and be professional in appearance at all times; if WM reasonably believes any Licensee equipment does not comply with Applicable Law or may cause a release of prohibited material into the environment, WM may require that such equipment be shut down. In the event of a breakdown lasting more than 24 hours, during which time material is not able to be incinerated or shipped, Licensee must have back up equipment immediately delivered to the site to resume processing and shipping. Acceptable Material and other material may not remain at the Organics Facility for greater than 30 days from time of receipt. All breakdowns must be communicated to WM site management within two hours of the breakdown, along with estimated downtime and contingency plan. No equipment shall be used that introduces a new use or process without written approval of WM.
- 2.4. Licensee agrees to actively be involved with the stormwater team and supply all necessary labor and equipment to take needed storm water samples during the Organic Receiving and Incinerating operations.
3. Housekeeping. At least once daily, Licensee will remove litter from the road between the Property entrance and Organics Facility, and litter from fences surrounding the Organics

Facility. Additional cleaning may be required as requested by WM or as identified by Licensee. Housekeeping is to include a kept appearance around building and storage sheds, signs maintained in good condition, fences erect and in good condition, and any residual waste material around any of said structures, fences and adjacent areas removed on a daily basis.

4. Stockpile Management. Licensee shall manage stockpiles of processed and unprocessed Organics in accordance with Applicable Law.
5. Safety. Licensee agrees to comply with regulations as specified by CalOSHA. Additionally, Licensee agrees to comply with WM's Safety and Health Declaration (Exhibit C) and other safe work practices and policies as may be implemented from time to time, including but not limited to:
 - Load checking
 - Hazardous waste identification
 - Hazard communication
 - Hazardous energy control
 - Confined space entry
 - Storm water pollution protection plan

Documentation of annual training must be maintained onsite and subject to verification by WM. Additionally, an annual safety audit must be conducted and documented of facilities, training, and employee behavior.

EXHIBIT C

SAFETY AND HEALTH DECLARATION

As the duly authorized and designated representative of the County of Plumas (collectively, "Licensee"), I hereby certify for myself and for and on behalf of Licensee that:

1. Licensee has been advised and instructed by WM concerning working conditions, including potential hazards, if any, at the Property and involved in performing under this Agreement.
2. Licensee acknowledges the following items were specifically discussed:
 - Site-specific safety and health requirements and consequences for non-compliance
 - Potential site-specific physical and chemical hazards
 - Hazard Communication and Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS)
 - Site-specific emergency procedures
 - Site hazardous energy control, permit-required confined spaces, and hot work management requirements
 - Eye, foot, hand, head, hearing, and fall protection requirements
 - Site-specific industrial hygiene monitoring data available for Licensee examination
3. Licensee has been instructed and will instruct all of its agents, subcontractors, and employees, prior to their reporting to Company's premises, with respect to such conditions and/or hazards and the proper safety precautions to be observed in regard thereto.
4. Licensee has implemented its employer obligations under federal Occupational Safety and Health Administration (OSHA) or an equivalent state OSHA plan and has written policies, procedures, and programs in place to fulfill all applicable obligations under these standards. Licensee must provide policies, procedures, and programs within 24 hours upon request.
5. Licensee has issued or will issue to all such agents and employees all necessary, adequate and operative protective clothing and equipment, together with full instructions and training for their use prior to the start of said work.
6. Licensee will properly supervise all such agents, subcontractors, and employees to ensure compliance in the use of protective clothing and equipment and in the strict observance of WM's safety requirements and all other federal, state, and local regulations.
7. Licensee is required to report all workplace incidents to the WM representative immediately. An incident is defined as any OSHA recordable injury or illness or 'near miss.' Licensee must, within 24 hours of occurrence, complete an incident investigation report using a format that, at a minimum, contains the information required on *OSHA's Form 301 Injury and Illness Incident Report*. The incident investigation report will include an indication of the potential causes of the incident and corrective actions for preventing recurrence of the incident. The completed report must be submitted to WM.

Acknowledged and agreed to by:

Printed Name: _____
Signature: _____
Company Name: _____
Title: _____
Date: _____



PLUMAS COUNTY LIBRARY

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

*Lynn Sheehy
County Librarian*

DATE: September 23, 2014

TO: Honorable Board of Supervisors
FROM: Lynn Sheehy, County Librarian
RE: AGENDA ITEM FOR OCTOBER 7, 2014

It is recommended that the Board:

Approve the Plumas County Library Collection Development Policy.

Background:

Libraries typically have collection development policies to inform the public about the general selection criteria for adding materials to the library's collection. The policy also stipulates the criteria for removing materials from the library's collection. This policy was created by consulting the collection development policies of other public libraries. It is approved as to form by County Counsel.

Collection Maintenance

The collection is continuously assessed, and the following criteria are used in evaluating whether an item should be removed from the collection.

- Accuracy
- Obsolescence
- Availability of similar materials
- Local community needs and interests
- Historical value
- Check out history
- Space in the library
- Physical condition

Materials that are no longer of value or of interest to the public are withdrawn from the collection and may be sold, recycled, or discarded.

Plumas County Library Collection Development Policy

The Collection Development Policy provides guidelines for the selection, organization, and maintenance of the collection. The Plumas County Board of Supervisors entrusts the responsibility for materials selection with the County Librarian, who in turn delegates selection of library collections to designated staff. Individuals and groups will have access to a library collection that meets separate and diverse interests, backgrounds, cultural heritage, social values, and needs. The Plumas County Library adheres to the American Library Association's Library Bill of Rights, Freedom to Read and Freedom to View statements. The Board recognizes that the library is a community resource for people of all ages, races, creeds, national origins, sexual orientation, and political or social views. The existence of a particular viewpoint in the collection is an expression of the Library's commitment to intellectual freedom and not an endorsement of the particular point of view.

Materials Selection

Decisions about adding materials to the library collection are made through the application of general selection criteria, regardless of whether the material under consideration is purchased or donated. General criteria for selecting material include but are not limited to:

- Content of the work and its significance or contribution to the diversity or breadth of the collection.
- Evaluation of the work in professionally recognized critical review sources.
- Authority, significance, competence and purpose of the author, producer, or publisher of the work.
- Quality and suitability of all formats.
- Accuracy and timeliness of the material.
- Expressed and/or perceived interest or demand for the material in the collection based on requests.
- Local interest or community relevance.
- Effectiveness and suitability of the format for a public library.
- Impact on the materials budget.

Suggestions from patrons are evaluated based on the above criteria. Self-published and self-produced works are considered using the same criteria. Gift subscriptions to periodicals must be approved by the County Librarian.