



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF JANUARY 06, 2015 TO BE HELD AT 11:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. BOARD OF SUPERVISORS

Selection of Chair and Vice Chair of the Board of Supervisors for 2015

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 Grizzly Ranch Community Services District Governing Board

2. GRIZZLY RANCH CSD – Robert Perreault

Adopt **RESOLUTION** to approve the Sewer System Management Plan for the Grizzly Ranch Community Services District. **Roll call vote**

Adjourn as the Grizzly Ranch Community Services District Governing Board and reconvene as the Board of Supervisors

3. DEPARTMENTAL MATTERS

A) PUBLIC WORKS – Robert Perreault

Authorize the Department of Public Works/Road Department to fill 1.0 FTE vacant Road Maintenance Leadworker position in Greenville, District 2. Discussion and possible action

B) OFFICE OF EMERGENCY SERVICES – Jerry Sipe

Approve continuation of Local Emergency Due to Drought. Discussion and possible action

C) PROBATION – Dan Prince

Approve budget transfer of \$720 from Department 20409/51120 to Department 20400/51120 to cover cell phone allowances of county employees. Discussion and possible action

D) **SHERIFF** – Greg Hagwood

- 1) Approve budget transfer of \$229,800 from Criminal Justice Construction Fund (Department 20293/528400) to Professional Services account (20293/521900); and approve and authorize the Sheriff to sign contract with Carter Goble Associates, LLC to develop the planning and submittal of SB863 grant application. Approved as to form by County Counsel. **Four/fifths required roll call vote**
- 2) Approve budget transfer of \$1,519.49 and authorize the Auditor/Controller to return unspent grant funds of \$3.59 from the U.S. Department of Justice Drug Enforcement Administration for Domestic Cannabis Eradication & Suppression Program. Discussion and possible action

E) **AUDITOR/CONTROLLER** – Roberta Allen

Authorize the Auditor/Controller to advertise for “Request for Proposals” (RFP) for a new general ledger accounting software program. Discussion and possible action

F) **FARM ADVISOR** – Holly George

- 1) Approve and authorize the Chair to sign Memorandum of Understanding between the County of Plumas and The Regents of the University of California for Provision of Plumas-Sierra University of California Cooperative Extension Program. Discussion and possible action
- 2) Approve and authorize the Chair to sign Agreement between the County of Plumas and The Regents of the University of California related to partial funding of 4-H Program Coordinator for Plumas-Sierra Cooperative Extension. Discussion and possible action
- 3) Presentation of State Water Resources Control Board Statewide “Grazing Regulatory Action Project” (GRAP)

G) **TREASURER/TAX COLLECTOR** – Julie White

Discussion and possible action authorizing the Debt Advisory Committee to proceed with refunding of the 2003 Certificates of Participation (COP) Series “A” as recommended

4. **BOARD OF SUPERVISORS**

- A. Adopt an **ORDINANCE**, first introduced on December 16, 2014, Amending Chapter 6 of Title 5 of the Plumas County Code Concerning Outdoor Festivals. **Roll call vote**
- B. Review status of proposed Agreement between the Plumas County District Attorney, Sheriff, Probation, Public Defender, Public Health, Treatment Provider(s), Mental Health, Social Services and Plumas Superior Court for Plumas County Substance Abuse Treatment Team. Discussion and possible action
- C. Approve Memorandum of Understanding between the Plumas County Board of Supervisors and the USDA Forest Service Plumas National Forest. Discussion and possible action
- D. Approve and authorize the Chair to sign letter of support for the Crescent Mills Combined Heat and Power Facility. Discussion and possible action
- E. Discussion and possible action regarding Plumas County performing accounting services for Special Districts
- F. Correspondence
- G. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
- H. **Appointments**

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)

- 1) Designation of 2015 Delegate and Alternate Supervisors for the Rural County Representatives of California (RCRC) Board of Directors
- 2) Designation of 2015 Delegate and Alternate Supervisors for the California Home Finance Authority (CHF) Board of Directors
- 3) Designation of 2015 Delegate and Alternates for the Rural Counties’ Environmental Services Joint Powers Authority (ESJPA) Board of Directors

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) CLERK OF THE BOARD

Approve Board minutes for December 2014

B) INFORMATION TECHNOLOGY

Authorize the Information Systems Manager to fill 1.0 FTE Office Automation Specialist position

C) ELECTIONS

Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder, Registrar of Voters to Conduct All Federal, State and Local Elections in the Year 2015

D) SHERIFF

- 1) Approve and authorize the Sheriff to sign contract between County of Plumas and the Department of Justice Bureau of Criminal Identification & Information of \$40,000 for live scan fingerprint submission. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign service contract with Sierra Electronics of \$350,000 for calendar year 2015 for maintenance and repair of radios and communication equipment. Approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign Agreement for Law Enforcement Services between the City of Portola and County of Plumas of \$50,000 for the period of July 01, 2014 – June 30, 2015. Approved as to form by County Counsel
- 4) Authorize the Auditor/Controller to pay invoice of \$2,113.49 to Keefe Commissary for the month of October 2014 inadvertently changed in the original contract recently renewed. Discussion and possible action

E) PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to sign Agreement with Dr. Mark Satterfield to act as the County Health Officer/Medical Director from July 01, 2014 through June 30, 2015. Approved as to form by County Counsel
- 2) Approve a Contract with County Medical Services Program (CMSP) for funding the Medi-Cal Outreach and Enrollment Pilot Project for Plumas County. Approved as to form by County Counsel
- 3) Adopt **RESOLUTION** to Accept Standard Agreement Amendment Number 13-20428 A01, from the California Department of Public Health, Office of AIDS for Funding for Housing Opportunities for Persons with AIDS (HOPWA) Program for Fiscal Years 2013 through 2016

F) ENGINEERING

Authorize the Director of Public Works to fill 1.0 FTE Engineering Technician II position

6. 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 (Workers Compensation Claim No. TIBL-485208 and Claim No. TIBJ-386244)
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- C. 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, January 13, 2015, Board of Supervisors Room 308, Courthouse, Quincy, California.

*Adjourn the meeting of January 6, 2015
In Memory of Mike and Olga Kroencke*

AGENDA REQUEST

for the January 6, 2015 Meeting of the Governing Board of the
Grizzly Ranch Community Services District (GRCS)

December 29, 2014

To: Honorable Governing Board, GRCS

From: Robert Perreault, Manager, GRCS



Subject: Adopt a Resolution approving the Sewer System Management Plan for the
Grizzly Ranch Community Service District, as required by the State Water
Resources Control Board.

Background:

The State Water Resources Control Board has adopted the Statewide General Waste Discharge Requirements and Monitoring and Reporting Program (WDR's) by issuing Order No. 2006-0003-DWQ.

The State regulations were adopted to ensure that publicly owned sanitary sewer collection systems in the State of California, with more than one mile of infrastructure, are well managed, operated, and maintained to prevent or significantly minimize the occurrence of Sanitary Sewer Overflows (SSOs).

Owners or operators of a qualifying system are mandated to prepare a Sewer System Management Plan (SSMP) for their sewer system. Thereafter, review and re-approval is required every five (5) years by the Governing Board.

A copy of the 26-page SSMP (Draft), dated November 4, 2014, is available for review by the public, during normal office hours, at the following locations:

- Office of the Clerk of the Board of Supervisors, Room 309, 3rd Floor,
The Quincy Courthouse, 520 Main Street, Quincy, CA, and
- Headquarters Building, Plumas County Department of Public Works,
1834 East Main Street, Quincy, CA

A draft, proposed Resolution is attached for consideration by the Governing Board. The draft Resolution has been reviewed and approved as to form by Deputy County Counsel Steve Mansell.

The SSMP, once adopted, will ensure that the Grizzly Ranch Community Service Districts (GRCSO) sanitary sewer collection system facilities are properly operated, maintained and managed to reduce frequency and severity of a Sanitary Sewer Overflow (SSO) and their potential impacts on public health, safety, and on the environment; and,

1. When an SSO occurs, prompt action is taken to identify, contain, remove the cause and then to promptly report the event to appropriate regulatory authorities and that the public is adequately and timely notified; and,
2. All SSO and system deficiencies and remedial actions taken are well documented; and,
3. The GRCSO sewer system operators, employees, contractors, responders, or other agents are adequately trained and equipped to address an SSO event; and,
4. The GRCSO sewer system is adequately designed, constructed and funded to provide sufficient capacity to convey base flows and peak flows while meeting or exceeding applicable regulations, laws and the generally acceptable practices relative to sanitary sewer system operations and maintenance.

The actions to be implemented pursuant to this SSMP are:

- A. Conduct planned and scheduled maintenance and training programs to minimize risk and the occurrence of SSO in support of the SSMP goals.
- B. When an SSO occurs, respond to the reported site in a timely manner and under-take feasible remedial actions to contain overflow impacts, including stopping the flow from reaching the storm drain, if possible; and,
- C. Stop the overflow as soon as possible and limit public access to the overflow area to prevent public contact with any wastewater contamination; and,
- D. Completely recover the overflow, return it to the sewer system and clean up the contaminated area; and,
- E. Gather and compile all pertinent information regarding the overflow event, investigate as necessary to determine probable cause, document findings, report to the appropriate regulatory agencies in a timely manner, and file a completed report.

Recommendation:

The Manager of the GRCSO respectfully requests that the Governing Board of the Grizzly Ranch Community Services District adopt the attached draft Resolution, approving the Sewer System Management Plan for the Grizzly Ranch Community Service District.

Attachment: Proposed Resolution

GRIZZLY RANCH COMMUNITY SERVICES DISTRICT
PLUMAS COUNTY, CALIFORNIA

RESOLUTION NO. 15 - _____

**RESOLUTION TO APPROVE THE
SEWER SYSTEM MANAGEMENT PLAN FOR THE
GRIZZLY RANCH COMMUNITY SERVICES DISTRICT**

WHEREAS, the California Water Resources Control Board promulgates statewide general waste discharge requirements for sanitary sewer systems; and

WHEREAS, the Grizzly Ranch Community Services District (GRCS D) owns, operates, and maintains a sewer system that includes approximately 7 miles of sanitary sewer pipelines; and

WHEREAS, the California Water Resources Control Board has adopted Statewide General Waste Discharge Requirements for Sanitary Sewer Systems Order No. 2006-0003 (Order) to provide a consistent, statewide regulatory approach to address sanitary sewer overflows (SSOs); and

WHEREAS, it is the GRCS D's responsibility to effectively manage its sewer system to minimize SSOs; and

WHEREAS, the Order requires the preparation of a Sewer System Management Plan (SSMP) by all public agencies that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey wastewater to a publicly owned treatment facility; and

WHEREAS, a SSMP, dated November 4, 2014, has been prepared for the GRCS D sewer system in compliance with the requirements set forth by the Order; and

WHEREAS, the Order requires that the governing board of each sanitary sewer system approve the completed SSMP at a public meeting; and

WHEREAS, the approval of the SSMP by the Board is exempt from the California Environmental Quality Act, pursuant to California Code Regulations, Title 14, Section 15301, because it applies to the operation of an existing sanitary sewer collection systems.

NOW, THEREFORE BE IT RESOLVED by the Governing Board of the Grizzly Ranch Community Services District (GRCS D), as follows:

- 1.** This Governing Board does hereby find, determine and declare that the Sewer System Management Plan (SSMP), dated November 4, 2014, is prepared in accordance with the California State Water Resources Control Board Statewide General Waste Discharge Requirements for Sanitary Sewer Systems and is approved, and

2. The Manager of the Grizzly Ranch Community Service District is hereby directed to implement this approved SSMP, and
3. The Manager of the Grizzly Ranch Community Service District is hereby authorized to update this approved SSMP, as necessary to comply with regulatory requirements and best practices, and is directed to bring such updated SSMP before this Board for approval, and
4. This SSMP, as may have been amended, is subject to review and approval by the Governing Board of the Grizzly Ranch Community Services District five (5) years from the date of this Resolution.

The foregoing Resolution is duly passed and adopted by the Governing Board of the Grizzly Ranch CSD of the County of Plumas, State of California, at a regular meeting of said Governing Board, held on the 6th day of January, 2015, by the following vote:

AYES:	Supervisors
NOES:	Supervisors
ABSENT:	Supervisors

Chair
Governing Board
Grizzly Ranch CSD

ATTEST:

Clerk of the Board

3A

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



AGENDA REQUEST

For the January 6, 2014 meeting of the Plumas County Board of Supervisors

December 29, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, appearing to read "Robert A. Perreault", is written over the printed name.

Subject: Authorization for the Public Works/Road Department to fill the vacancy of one (1) FTE Road Maintenance Leadworker position vacancy in Greenville, Dist. 2.

Background:

The one (1) FTE Road Maintenance Supervisor position for Beckwourth has been filled by the Road Maintenance Leadworker from Greenville, which results in the vacancy of one (1) FTE Road Maintenance Leadworker position in Greenville as of December 30, 2014

This position is funded and allocated in the proposed FY 14/15 Public Works budget.

The Department is requesting to advertise to fill one (1) FTE Road Maintenance Leadworker position in Greenville as County promotional.

This position is critical in maintaining safe travel ways for Plumas County roads during all seasons.

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

Recommendation:

The Public Works/Road Department respectfully recommends that the Board of Supervisors authorize to fill the vacancy of 1 FTE Road Maintenance Leadworker in Greenville, Dist. 2.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Mechanic Shop Lead Worker Position –Dist. 2 Greenville

- Is there a legitimate business, statutory or financial justification to fill the position?
Lead Workers are needed for logical management of staff and operations..
- Why is it critical that this position be filled at this time?
This position provides lead direction and work coordination for the maintenance workers and serves as an assistant to the Public Works Road Maintenance Supervisor. They assume responsibility for the crew in the absence of the immediate Supervisor. Employees in this position are subject to 24 hour “call out” for road related emergencies. This position would be filled as County Promotional.
- How long has the position been vacant?
This position will be vacant effective Dec. 30, 2014
- 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 these positions.
- What are staffing levels at other counties for similar departments and/or positions?
 - o **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?
Supervision, guidance, and the fact that someone is having to do this work and is not being properly compensated for the work they are doing. Also, the PW Road Maintenance Supervisor will also have the added burden of doing both duties. During absence of the Supervisor there is no one to cover the duties.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- 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 Office of Emergency Services

270 County Hospital Road #127
Quincy, California 95971

Phone: (530) 283-6332
Fax: (530) 283-6241

3B

Date: December 22, 2014
To: Honorable Board of Supervisors
From: Jerry Sipe
RE: Agenda Item for January 6, 2015

Recommendation: Approve Continuation of Local Emergency Due to Drought.

Background and Discussion: As the Board is aware, Section 8630 of the California Emergency Services Act states that the governing body must review the need for continuing the local emergency every month for the proclamation to remain in effect. For the drought declared on August 19, 2014, this was last done on December 2, 2014.

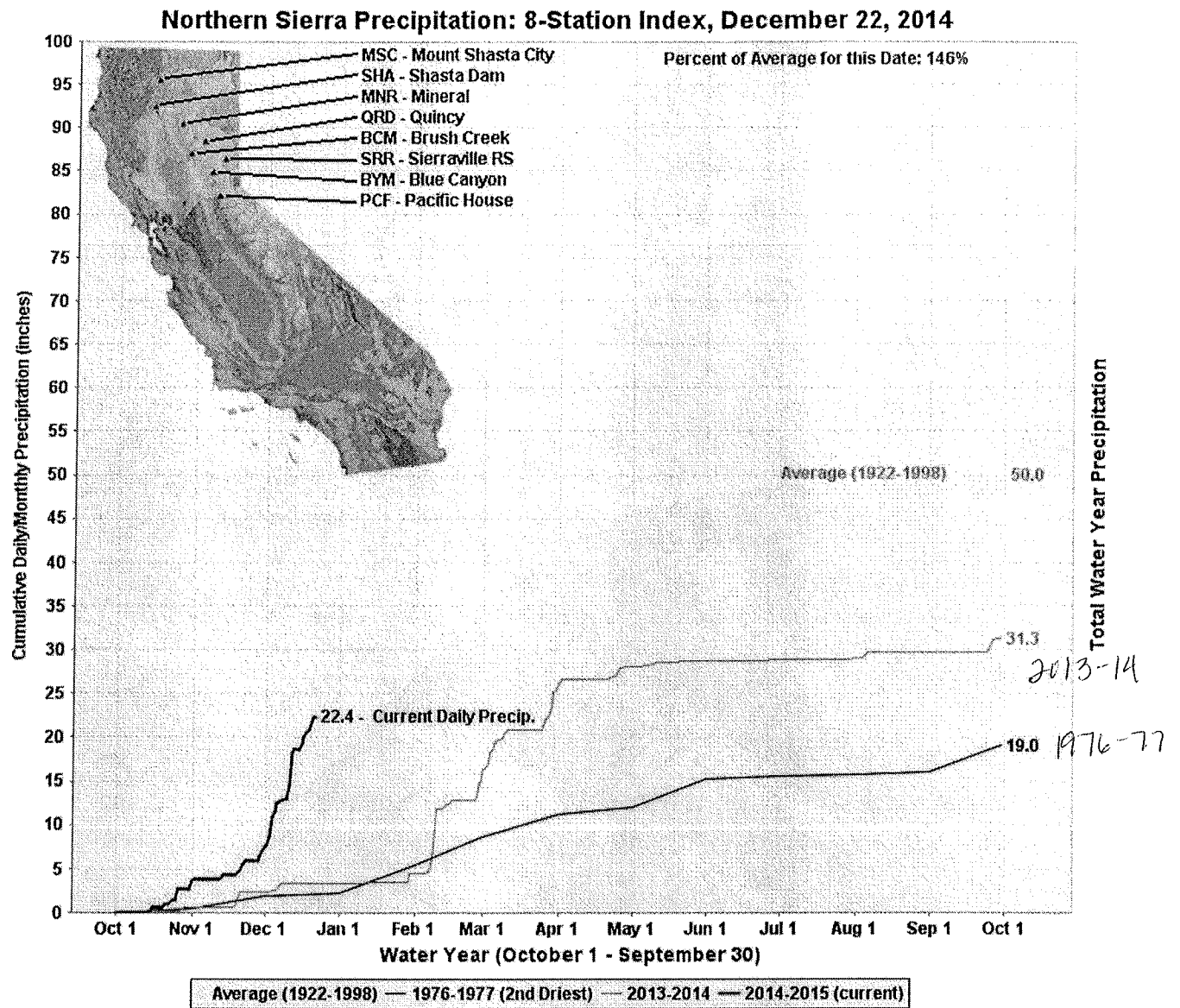
The recent December storms brought significant precipitation to much of California. The California Department of Water Resources (DWR) eight-station index for the northern Sierra shows precipitation totals for the current water year are at 146% of normal as of December 22 (see graph attached). After that, the news isn't as good. For instance, DWR's reservoir monitor shows Lake Oroville remains at 35% of capacity, which is similar for all major northern California reservoirs (see attached). Additionally, the Sierra snowpack remains well below average. There is no significant snowpack below 5500 feet and the statewide average is still only 47% of normal as of December 17 (see attached). Accordingly, the U.S. Drought Monitor places most of Plumas County in the D-3 category for extreme drought, and the easternmost part of the county remains in D-4 for exceptional drought.

Based on the current conditions, it is likely statewide drought restrictions will continue or even increase in 2015. In 2014, drought restrictions included use curtailments for surface water rights holders, mandatory water conservation measures, reduced surface water allocations, and water use reduction mandates on public water systems. While negotiations with DWR regarding the 'bridge' agreement over Lake Davis water are progressing, this agreement is dependent on water availability in Lake Davis. The City of Portola also remains under an emergency proclamation as they continue pursuing various domestic supplies to insure water security should statewide restrictions remain or be increased in 2015.

Based on the above and until potential future impacts are less likely for Plumas County, it is recommended that the Board approve continuing the local emergency due to drought.

If you have any questions, please do not hesitate to contact me at 283-6367.

Thank you.

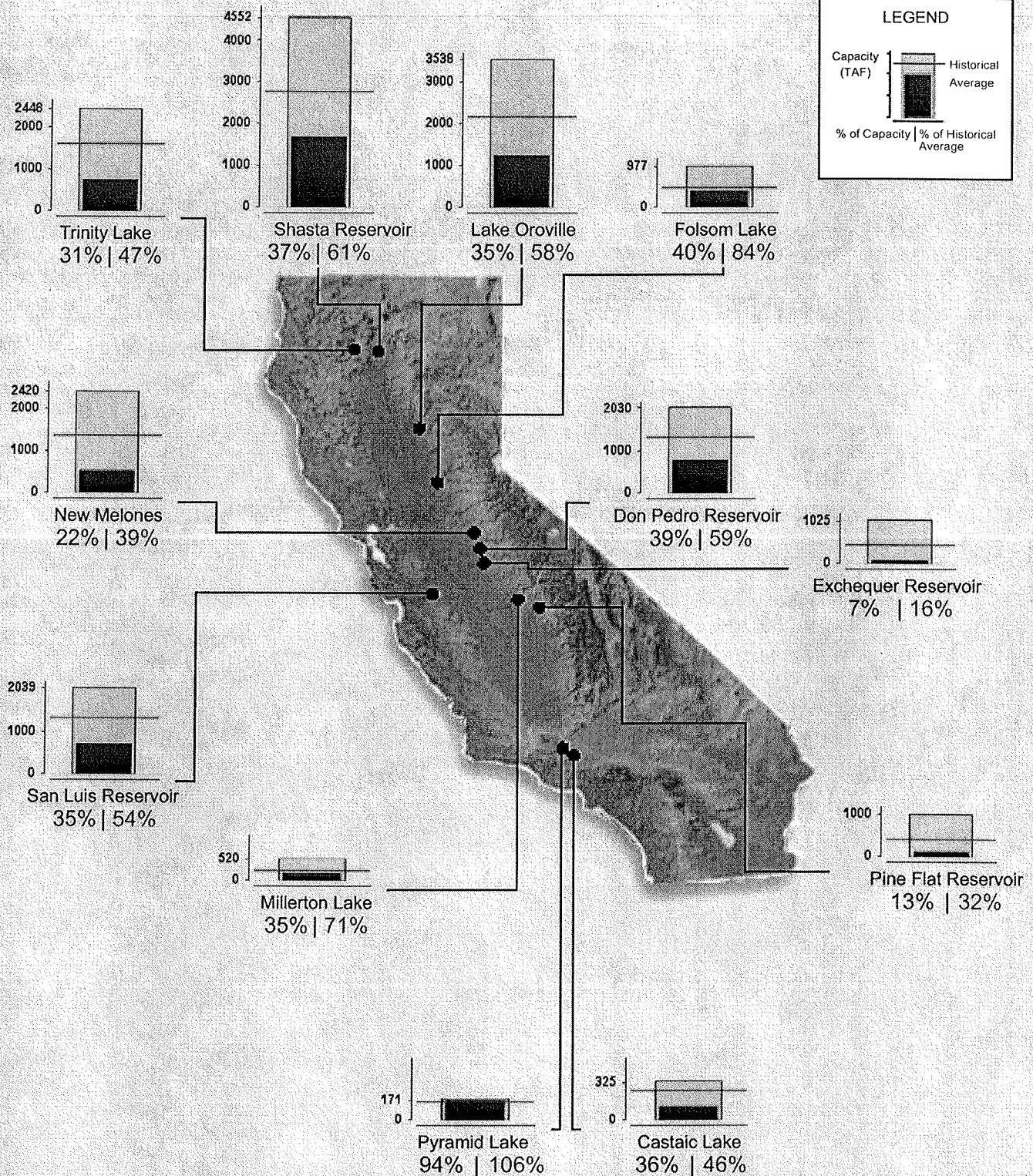




Reservoir Conditions

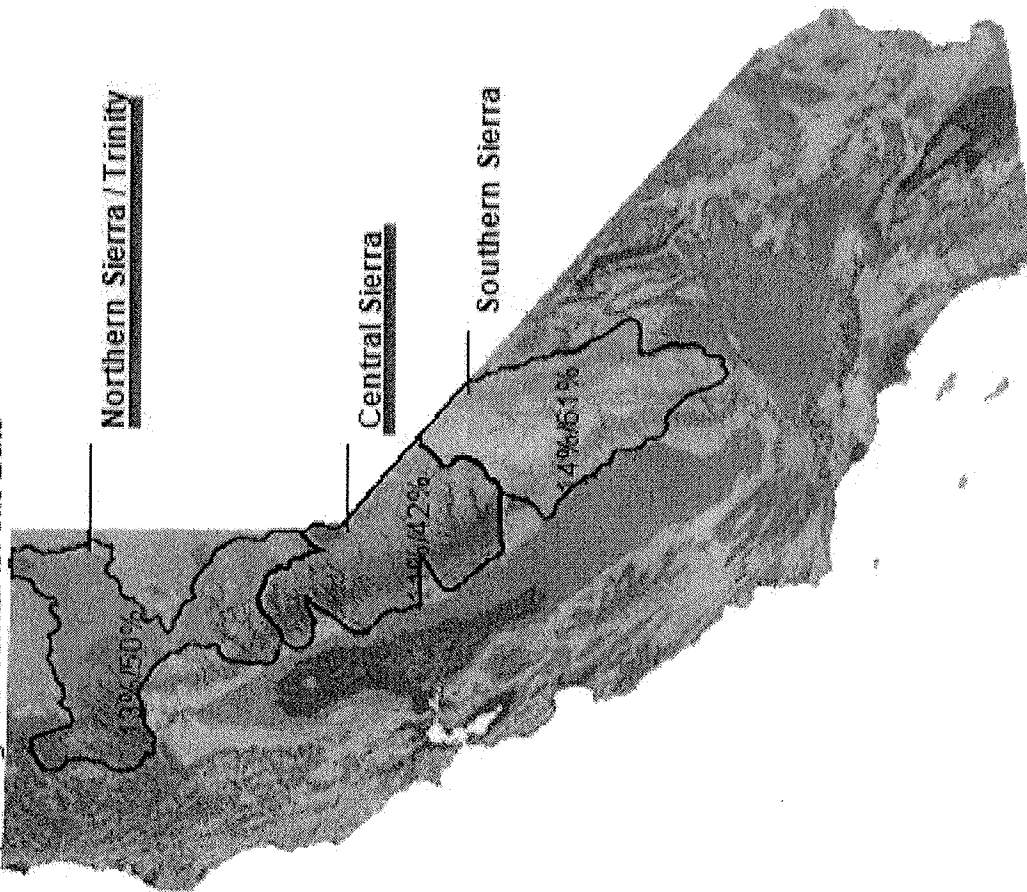
Ending At Midnight - December 21, 2014

CURRENT RESERVOIR CONDITIONS



Data For: 17-Dec-2014

% Apr 1 Avg. / % Normal for this Date



NORTH

Data For: 17-Dec-2014

Number of Stations Reporting	30
Average snow water equivalent	3.8"
Percent of April 1 Average	13%
Percent of normal for this date	50%

CENTRAL

Data For: 17-Dec-2014

Number of Stations Reporting	46
Average snow water equivalent	3.4"
Percent of April 1 Average	11%
Percent of normal for this date	42%

SOUTH

Data For: 17-Dec-2014

Number of Stations Reporting	29
Average snow water equivalent	3.8"
Percent of April 1 Average	14%
Percent of normal for this date	61%

STATEWIDE SUMMARY

Data For: 17-Dec-2014

Number of Stations Reporting	105
Average snow water equivalent	3.6"
Percent of April 1 Average	12%
Percent of normal for this date	47%



3c

PLUMAS COUNTY PROBATION DEPARTMENT

DAN PRINCE, CHIEF PROBATION OFFICER

DATE: December 15, 2014
TO: The Honorable Board of Supervisors
FROM: Dan Prince, Chief Probation Officer *DP*
SUBJECT: Transfer of Cell Phone Allowance Funds

Recommendation:

Approve the Probation Department budget transfer request to move \$720 in cell phone allowance funds from our grant department 20409, account 51120 to our general fund department 20400, account 51120 to cover employees' cell phone allowances.

Background:

Enough funds were not budgeted in fiscal year 2014-2015 in department 20400, account 51120 to cover the cell phone allowance for the employees being paid out of department 20400. Therefore, we are requesting \$720.00 be moved from our grant-funded department 20409 to cover the expense.

The transfer has been reviewed by the Auditor.



GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

3A1

Memorandum

DATE: December 23, 2014
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood
RE: Agenda Item for the meeting of January 6, 2015

Recommended Action:

Approve and authorize a budget transfer in the amount of \$229,800.00 from the Criminal Justice Construction Fund (dept 20293) contingency account (528400) to the professional services account (521900).

Approve and authorize the Sheriff to sign a contract with Carter Goble Associates, LLC (CGL) in the amount of \$229,800.00 to develop the planning and submittal of a SB863 grant application.

Background and Discussion:

The Criminal Justice Construction Fund maintains a budget in contingencies for unanticipated expenses. Therefore, funds are available for transfer when necessary.

During 2015, the Board of State and Community Corrections (BSCC) will be making \$500,000,000.00 in grant monies (SB863) to counties to build/remodel Correctional Facilities throughout the state.

The Sheriff is requesting \$229,800.00 in funding from the Criminal Justice Construction Fund to hire Carter Goble Associates, LLC. CGL specializes in project planning, development and submittal assistance for the SB863 grant process.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this 6th day of January, 2015, by and between the County of Plumas, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Carter Goble Associates, LLC (CGL), 2485 Natomas Park Drive, Suite 300, Sacramento, CA 95833 (hereinafter referred to as CONSULTANT").

WHEREAS, COUNTY desires to contract with CONSULTANT for special services in connection with possible upgrades to the COUNTY'S adult correctional facility, as described in Exhibit A to this Agreement; and,

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform such services in connection with the correctional/adult detention facilities; and,

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

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

1. SCOPE OF SERVICES

The scope of services shall be as described in the proposal attached hereto as Exhibit A, and incorporated herein by reference.

2. TERM

The term of this Agreement shall commence on the 6th day of January, 2015, and continue until the 31st day of December, 2015, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE" as specified elsewhere in this Agreement.

3. COMPENSATION

Phase I Services:

COUNTY agrees to pay CONSULTANT a Total Contract Price of Two Hundred Twenty-Nine Thousand Eight Hundred Dollars and no/ 100 Cents (\$229,800.00) for all of CONSULTANT's services to be provided herein for Phase I, as are more specifically set forth under Exhibit A. The Total Contract Price shall include all of COUNTY'S compensation to CONSULTANT for Phase I, including reimbursement for all expenses incurred by CONSULTANT in the performance of this Agreement. No other fees or expenses of any kind shall be paid to CONSULTANT in addition to the Total Contract Price for the Phase I services. In no event shall the total compensation to be provided hereunder for Phase I services exceed the Total Contract Price. This fee may be subject to withholding for State of California income tax.

PHASE II Services:

If Phase I is successful in obtaining project funding from the State of California, then the scope of services for Phase II and compensation for such services shall be negotiated between the parties and memorialized in a written amendment to this Agreement.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the CONSULTANT and be mailed or delivered to CONSULTANT at:

CGL
2485 Natomas Park Drive, Suite 300
Sacramento, CA 95833

CONSULTANT may request that COUNTY mail the check to CONSULTANT to such other address as CONSULTANT may from time to time designate to COUNTY. Such request must be made in writing in accordance with the procedures as outlined under Section 7 - "NOTICES".

4. PRICING CONDITIONS

COUNTY agrees to pay CONSULTANT for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to CONSULTANT without formal approval of the County's Board of Supervisors or its authorized agent.

COUNTY shall not be responsible for any charges or expenses incurred by CONSULTANT, his/her agents, employees or independent contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by COUNTY.

5. TERMS OF PAYMENT

Payment shall be only for full and complete satisfactory performance of the services required to be provided herein and as set forth under Section "SCOPE OF SERVICES." Payment shall be made in the following manner:

Upon completion of the required services as set forth in Exhibit A, CONSULTANT shall submit an invoice within 30 calendar days of each invoice period, detailing the services it has provided and the amount owed under this Agreement for the completed services. No advance payments shall be made under this agreement. In addition to the invoice submitted by the CONSULTANT for payment, CONSULTANT must complete and submit to the COUNTY a Form W-9, "A Request for Taxpayer Identification Number and Certification". Both the invoice and W-9 form shall be forwarded to the COUNTY at the COUNTY address shown under Section 7 - "NOTICES" of this Agreement, not later than thirty (30) calendar days after completion and acceptance by the COUNTY of all tasks identified on the invoice. Upon approval by COUNTY, the fee due hereunder shall be paid to CONSULTANT within thirty (30) days following receipt of a proper invoice.

In no event shall County be liable for the payment of any invoice not submitted within thirty (30) calendar days following termination of the Agreement.

6. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

CONSULTANT shall have no claim against COUNTY for payment of any kind whatsoever for any services provided by CONSULTANT which were provided after the expiration or termination of this Agreement.

7. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing.

Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County:

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

Contractor:

CGL
2485 Natomas Park Drive, Suite 300
Sacramento, CA 95833
Attention: W. Robert Glass, Executive Vice President

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONSULTANT pursuant to this Agreement is based on COUNTY'S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated or otherwise unavailable, in whole or in part, for any reason, at any time, this Agreement and all obligations of the COUNTY arising from this Agreement shall be immediately discharged. COUNTY agrees to inform CONSULTANT no later than ten (10) calendar days after the COUNTY determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONSULTANT arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding is available. In the alternative, COUNTY and CONSULTANT may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, the COUNTY may, in its sole discretion, provide similar promises to pay to the CONSULTANT, which the CONSULTANT hereby agrees to accept as sufficient payment until cash funding becomes available.

9. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COUNTY at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, COUNTY shall have no further liability to CONSULTANT except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COUNTY. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONSULTANT prior to, and in connection with, discontinuing the work hereunder.

10. TERMINATION FOR CAUSE.

The COUNTY may terminate this Agreement for, and be relieved of making any payments to, CONSULTANT, and all duties to CONSULTANT should the CONSULTANT fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. All costs to the COUNTY shall be deducted from any sum otherwise due the CONSULTANT and the balance, if any, shall be paid to the CONSULTANT upon demand. Such remedy is in addition to such other remedies as may be available to the COUNTY provided by law.

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

12. INSURANCE

- A. Prior to the commencement of work, and as a precondition to this contract, CONSULTANT shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. CONSULTANT shall provide a certificate of insurance and endorsements naming COUNTY as an additional insured on each policy. The insurance carrier shall be required to give COUNTY notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if CONSULTANT has a SIR, and if so, CONSULTANT shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible.
1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The COUNTY and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
 3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the COUNTY.
 4. Professional Liability: \$1,000,000 limit per occurrence and \$2,000,000 annual aggregate limit covering CONSULTANT'S wrongful acts, errors and omissions.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County Risk Manager.
2. Each of the above required policies shall be endorsed to provide the COUNTY with 30 days prior written notice of cancellation. The COUNTY is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONSULTANT to furnish insurance during the term of this Agreement.
3. If CONSULTANT maintains higher limits than the minimums shown above, COUNTY shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

13. INDEMNIFICATION

CONSULTANT has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, COUNTY, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and. expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of CONSULTANT.

CONSULTANT'S liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the CONSULTANT, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first claim or allegation of liability against COUNTY. CONSULTANT will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

14. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONSULTANT is an independent contractor in the performance of the work duties and obligations devolving upon CONSULTANT under this Agreement. COUNTY shall neither have, nor exercise any control or direction over the methods by which CONSULTANT shall perform the assigned work and functions. The contractual interest of COUNTY is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and CONSULTANT shall hold COUNTY harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes any contributions or premiums imposed or required by workers' compensation; any unemployment insurance, social security, income tax, and any other

obligations from statutes or codes applying to CONSULTANT, or its sub-contractors and employees, if any.

It is mutually agreed and understood that CONSULTANT, its sub-contractors and employees, if any, shall have no claim under this Agreement or otherwise against the COUNTY for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

CONSULTANT shall ensure that all its personnel and employees, sub-contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that COUNTY is not responsible for any benefits, coverage or payment for their efforts.

15. RECORDS, INFORMATION AND REPORTS

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, the COUNTY shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, CONSULTANT shall furnish COUNTY such periodic reports as COUNTY may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection shall be borne by the CONSULTANT.

16. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONSULTANT hereunder are the exclusive property of COUNTY and upon request of COUNTY shall be delivered to COUNTY upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of COUNTY, and to the extent permitted by law, shall become the property of the COUNTY. CONSULTANT may retain copies thereof for its files and internal use. Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by COUNTY.

17. QUALITY OF SERVICE

CONSULTANT shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, drawing, specifications, designs, and/or other related items or services.

18. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of the COUNTY as provided in this Agreement are expressly conditioned upon CONSULTANT'S compliance with the provisions of the contract to the personal satisfaction of the COUNTY. COUNTY shall determine compliance in good faith as a reasonable person would under the circumstances.

19. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

20. COUNTY NOT OBLIGATED TO THIRD PARTIES

The COUNTY shall not be obligated or liable hereunder to any party other than CONSULTANT.

21. LAWS, LICENSE, PERMITS AND REGULATIONS

The CONSULTANT and the COUNTY agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practice, equal opportunity, and all other matters applicable to CONSULTANT and COUNTY, their subgrantees, contractors, or subcontractor, and their work. CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Plumas and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

22. LIMITED EFFECT OF WAIVER OR PAYMENTS

In no event shall the making, by the COUNTY, of any payment to CONSULTANT constitute, or be construed as, a waiver by the COUNTY of any breach of covenant, or any default which may then exist, on the part of CONSULTANT. The making of any such payment by the COUNTY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONSULTANT from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

23. PERSONNEL

CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be

performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

24. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by COUNTY and counsel for COUNTY. Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Plumas County, unless the parties agree otherwise or are otherwise required by law.

25. BREACH OF CONTRACT

Upon breach of this Agreement by CONSULTANT, COUNTY shall have all remedies available to it both in equity and/or at law.

26. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if CONSULTANT fails to perform any obligation of this Agreement, the COUNTY may itself perform, or cause the performance of, such agreement or obligation. In that event, CONSULTANT will, on demand, fully reimburse the COUNTY for all such expenditures. Alternatively, the COUNTY, at its option, may deduct from any funds owed to CONSULTANT the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the COUNTY by law or as otherwise stated in this Agreement.

27. CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONSULTANT shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the COUNTY. CONSULTANT shall ensure that no COUNTY officer or employee, in a position in the COUNTY that enables them to influence this Agreement, will have any direct or indirect financial interest resulting from this Agreement. CONSULTANT shall ensure that no COUNTY employee shall have any relationship to the CONSULTANT or officer or employee of the CONSULTANT, nor that any such person will be employed by CONSULTANT in the performance of this Agreement without immediate divulgence or such fact to the COUNTY.

28. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

CONSULTANT and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or

provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

29. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

30. SUBCONTRACTS; ASSIGNMENT

CONSULTANT shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by COUNTY. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

CONSULTANT hereby assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, materials, or services by the CONSULTANT for sale to the COUNTY pursuant to this Agreement.

31. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to CONSULTANT from the COUNTY may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

[Continued on Following Page]

32. DUPLICATE COUNTERPARTS

This Agreement is executed in counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

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

CONTRACTOR:

Carter Goble Associates, LLC, a South
Carolina limited liability company

By: _____
W. Robert Glass, AIA
Executive Vice President

Date signed:

COUNTY:

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

By: _____
Name:
Title:
Date signed:

APPROVED AS TO FORM:

Plumas County Counsel

By: Stephen L. Mansell 12/22/14
Stephen L. Mansell
Deputy County Counsel

EXHIBIT A

Scope of Services – Proposal

See attached.



CGL
2485 Natomas Park Drive, Suite 300
Sacramento, CA 95833
916.678.7890

PLUMAS COUNTY SB863 PLANNING SERVICES

Proposed Scope, Deliverables, and Fee

December 3, 2014

Task 1: Kick Off/Project Planning (Should Start Right Away)

Conduct project kickoff meeting and planning session with key stakeholders from the County

- Assist the County with developing a vision/mission statement to support the long-term inmate population
- Understand the County's existing inmate population
- Clarify issues with County's existing system
- Understand the County's approach to AB 109
- Generate goals for future project

Task 2: Needs Assessment (Should Start Right Away)

Produce a Needs Assessment update with input and coordination from the County. For developing the Needs Assessment, CGL will adhere to the requirements of Title 24, CCR, Section 13-102 (c) 2:

- a. Elements of system
- b. Department's operational and design philosophy
- c. Current inmate population
- d. Classification system
- e. Program needs, and planned academic program, including special education programs and an analysis of performance in using programs that can reduce secure facility requirements
- f. An analysis of the local trends and characteristics which influence planning assumptions about future corrections systems change, including population projections, current and projected inmate populations, and program costs based on continuation of current policies and projections of alternative policies or programs on inmate population growth and program costs
- g. Adequacy of staffing levels
- h. Ability to provide visual supervision
- i. Adequacy of record keeping
- j. A history of the system's compliance with standards
- k. Any other unresolved issues

Task 3: Civil Engineering Assessment (Should Start Right Away)

A. Phase 1: General Site Reconnaissance

1. **Data Collection:** Client shall provide, utility mapping, master plans, topographic surveys, aerial photography, existing water use data, water pressure data, existing sewer flow data, dry utility provider, utility provider design standards, and if available a "usable" comprehensive AutoCAD files of the site. Usable shall be defined as geospatially referenced line work with specific individual layers properly utilized to identify various aspects of the project and corresponding features.
2. Prepare a plan showing existing onsite utilities (size and approximate location based on plan information) and adjacent existing offsite utilities serving the site. This task is entirely dependent upon the quality of information received by the Client. If an AutoCAD file is not provided or "usable", drawn sketches on existing record drawings/as-built data shall be deemed an acceptable method of delivery. If appropriate record drawings are not obtained by Client, consultant shall not be obligated to fulfill this task or additional compensation shall be required.

B. Phase 2: Sewer Analysis

1. Calculate the proposed wastewater demand for the expanded facility based on information provided by the Client, industry standards, and/or the County demand factors if available.
2. Determine the impacts of the proposed wastewater demand to the capacity of the existing sewer infrastructure.

C. Phase 2: Water Analysis

1. Calculate the proposed water demand for the expanded facility based on available information provided by client, meter readings, industry standards, and/or the County demand factors, if available. Fire flow demand will be based on the current Uniform Fire Code. The County shall provide assumptions regarding building size and construction type to calculate the fire flow.
2. Determine the impacts of the proposed water demand to the capacity of the existing water infrastructure.
3. Prepare a concept plan showing improvements to the existing water system and new water lines to serve the expanded facility.

D. Phase 2: Stormwater Analysis

1. Estimate stormwater flows for the expanded facility based on the County drainage standards
2. Prepare a conceptual plan showing drainage infrastructure required to

accommodate the new expansion to meet state stormwater discharge requirements

3. Present required stormwater quality measures, including proposed stormwater BMPs.

E. Phase 2: Electric, Gas, and Telephone Analysis

1. Client shall provide utility drawings for the electric, gas, and telephone services being utilized at the project site.
2. Discuss with the system planning department for each utility provider to determine if offsite improvements are required to serve the expanded facility and determine the approximate point of connection to serve the expanded facility. Work with the County and utility providers to estimate anticipated utility demands.

Task 4: Facility Conditions Assessment (FCA) (Should Start Right Away)

Review and document the conditions and use of each existing facility. Conduct a level one assessment of facility buildings and their operating systems, including building systems, security systems, fire and life safety systems, and fire control instruments. Develop a facilities assessment report for each site, including a Facility Condition Index, the total cost of repairs, and the estimated replacement value. Evaluate the suitability of buildings for housing and other correctional services required to accommodate the existing and projected populations.

Task 5: Master Plan (Should Start Right Away)

A. Task 5.1 Initial Strategy Meetings

Conduct initial discussions with the Sheriff's Department to confirm the parameters of the Master Plan. Clarify project objectives, identify existing information to be provided by the County, and develop a collaborative project schedule. Develop a system for project communication and updates.

B. Task 5.2 Develop Master Plan Concepts

Develop site development recommendations by using an objective decision-making process to prioritize options and to plan for the projected future growth that is developed as part of the needs assessment.

C. Task 5.3 Cost Estimates

Develop a basis for estimating capital costs and total costs of ownership associated with each alternative.

D. Task 5.4 Implementation Schedules

Prepare alternative implementation schedules that will allow for a phased implementation of Master Plan recommendations.

Task 6 – SB863 Submittal Assistance and Development

Conduct kickoff meeting and planning session to develop and organize the process of completion of the SB863 submittal:

- Assist the County with developing the SB1022 request, based upon the understanding that pursuing an increased bed count will not go well with BSCC
- Organize a working draft copy of the submittal along with items required for completion by the County and CGL
- Clarify issues with County's system request
- Writing and preparing the application
- Coordination with BSCC as required during the submittal process
- Provide 2 draft documents along with preparation and delivery of the final document

Fee Proposal

Fee

PHASE I – PLANNING AND SB863 SUBMITTAL ASSISTANCE

Task 1: Project Kick-Off	\$ 6,800
Task 2: Needs Assessment	\$ 75,000
Task 3: Civil Engineering Assessment.....	\$ 25,000
Task 4: Facility Conditions Assessment	\$ 8,000
Task 5: Master Plan	\$ 35,000
Task 6: SB863 Submittal Assistance and Development	\$ 80,000

PHASE II – IMPLEMENTATION OF PROJECT

Task 1: Criteria Architect/Develop[D/B Package	\$ TBD
Task 2: Owners Representative through Construction	\$ TBD
Task 3: LEED Commissioning Assistance	\$ TBD

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: CRIMINAL JUSTICE CONSTRUCTION FUND Dept. No: 20293 Date 12/22/2014

The reason for this request is (check one):

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

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0093	20293	528400	CONTINGENCIES	229,800.00
Total (must equal transfer to total)				229,800.00

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0093	20293	521900	PROFESSIONAL SERVICES	229,800.00
Total (must equal transfer to total)				229,800.00

Supplemental budget requests require Auditor/Controller's signature

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



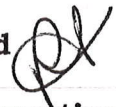
GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

302

Memorandum

DATE: December 29, 2014
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Item for the meeting of January 6, 2015

Recommended Action:

Approve budget transfer in the amount of \$1,519.49 and authorize Auditor to return unspent grant funds received in advance.

Background and Discussion:

The Sheriff's Office received a grant award from the U.S. Department of Justice (USDOJ), Drug Enforcement Administration (DEA) for the Domestic Cannabis Eradication & Suppression Program (DCESP) for 2014 in the amount of \$50,000.

The DEA advances the funding to the Sheriff's Office each year and the monies for Agreement #2014-37 were deposited into the County treasury on 05/20/14 on deposit #116095. Unfortunately, the Sheriff's Office was unable to spend all of the funds awarded under the agreement and must return the unspent balance of \$3.59 to the DEA.

As per the copy of the 2014 DCESP final quarterly accounting form (copy attached):

Total Amount Received: \$50,000.00
Total Expenditures: \$49,996.41 (approved by DEA)
Balance of Funds Allocated – Not Expended: \$3.59 (must be returned to DEA)

Please approve transfer and authorize the Auditor to remit refund payment in the amount of \$3.59 to the DEA.

STATE/LOCAL AGENCY 2014 DCESP QUARTERLY ACCOUNTING FORM

THIS FORM IS FOR REPORTING DEA FUNDS ONLY
TO BE COMPLETED BY THE STATE/LOCAL AGENCY AND SUBMITTED TO THE DEA DCESP CONTRACTOR
ALL OTHER FORMS ARE OBSOLETE

State of California
LOA Number 2014 - 37
LOA Agency Plumas County Sheriff's Department (CA)
Quarter October thru December (FINAL)
DEA Accounting No. DDP-D-14-DSF-25246

This final accounting form, the SF-425 and refund check (if applicable) are due by January 15th. Next year's funding will not be distributed until DEA/HQ has received all documents and the refund check if applicable.

Initial DEA Funds Allocated:

\$50,000.00

Amendment No. 1

Amendment No. 2

Amendment No. 3

DEA Enhancement(s):

\$0.00

\$0.00

\$0.00

Total Amount Received:

\$50,000.00

Reporting Period	Previous Cumulative	Current Quarter	Current Cumulative
Aircraft Expenses	\$36,329.24	\$4,499.76	\$40,829.00
Clothing and Protective Gear	\$0.00	\$0.00	\$0.00
Container/Space Rental	\$0.00	\$0.00	\$0.00
Equipment** (Not to exceed 10% of Allocation)	\$0.00	\$0.00	\$0.00
Miscellaneous Commercial Contracts	\$0.00	\$0.00	\$0.00
Overtime	\$2,648.16	\$6,519.25	\$9,167.41
Supplies/ Materials	\$0.00	\$0.00	\$0.00
Training	\$0.00	\$0.00	\$0.00
Travel/ Per Diem	\$0.00	\$0.00	\$0.00
Vehicle Rental	\$0.00	\$0.00	\$0.00
TOTAL	\$38,977.40	\$11,019.01	\$49,996.41

Total Expenditures to Date:

\$49,996.41

Balance of Funds Allocated - Not Expended:
(Total Funds Allocated - Total Expenditures)

\$3.59

Balance Cannot Exceed Total Amount Received

Signature of Agency Official/Title/Date:

Greg Hagwood, Sheriff

12/29/14

Mail ORIGINAL Form to DCESP Contractor

Signature of DEA DCESP Contractor/Date:

Linda K. Ng

450 Golden Gate Avenue, PO Box 36035, San Francisco CA 94102

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

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

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: DCESP - SHERIFF Dept. No: 70348 Date 12/29/2014

The reason for this request is (check one):

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

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70348	51060	OVERTIME	1,519.49
Total (must equal transfer to total)				1,519.49

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70348	524400	SPECIAL DEPT EXPENSE	3.59
0017G	70348	526300	HELICOPTER/AIRCRAFT EXP	1,515.90
Total (must equal transfer to total)				1,519.49

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Transfer to cover shortage in account and to return balance of unspent grant funds owed to DEA

B) Expenses less than anticipated this fiscal year

C) Expenses incurred this fiscal year

D) N/A

Approved by Department Signing Authority: _____

Ronald Towery

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

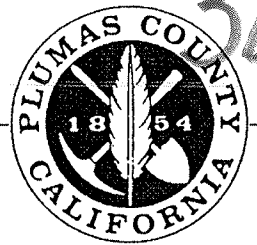
If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

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

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET ♦ ROOM 205 ♦ QUINCY, CA 95971-4111 ♦ (530) 283-6246 ♦ FAX (530) 283-6442
ROBERTA M. ALLEN, CPA ♦ AUDITOR / CONTROLLER



Date: 12/29/14

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Authorize Auditor to advertise for Request for Proposals for General Ledger software program.

Recommendation:

Authorize Auditor to advertise for Requests for Proposal for General Ledger software to begin the process of upgrading or replacing the current Pentamation software.

Background:

Plumas County is currently using Pentamation, a general ledger program that was purchased in 1992 and then upgraded in 2005. The server that operates Pentamation was also upgraded in 2005, and the IT Department has indicated that the Pentamation server is due for an upgrade, which in turn will require a software upgrade. Because of the age of the server, this issue should be addressed as soon as possible.

Pentamation is used by all County departments for accounting purposes, and also by the Auditor and Human Resources for payroll processing and personnel data. All of the County's revenue and expenditure data resides on the server, as well as employee and payroll data.

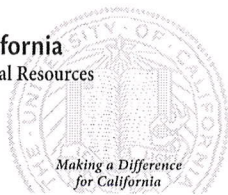
The current version of this software has a number of limitations that are becoming more critical, especially with the new reporting requirements that are mandated by the Affordable Care Act. It is possible that a newer version of the existing program may have resolved some of the issues, but it would be advisable to explore other software that may be better designed and have better customer support than the system currently in use.

The Auditor is requesting permission to gather information so that the County has the opportunity to make an informed decision regarding the accounting system software and hardware that is necessary to upgrade the existing system. There are a number of aspects that should be considered, including system cost, efficiency, ability to create meaningful reports, and good customer support.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Roberta Allen".

Roberta Allen
Auditor/Controller/RM



Holly George
County Director, Livestock & Natural Resources Advisor
office: (530) 283-6262 fax: (530) 283-6088
208 Fairground Road
Quincy, CA 95971
hageorge@ucdavis.edu
<http://ucce-plumas-sierra.ucdavis.edu>

24 December 2014

To: Honorable Board of Supervisors

From: Holly George, Department Head

RE: January 6, 2015 Agenda Item: FARM ADVISOR – Holly George

Recommendation: Approve and Sign two documents that County Counsel has approved

1. Memorandum of Understanding between The Regents of the University of California and Plumas County for Provision of the Plumas-Sierra University of California Cooperative Extension Program
2. Agreement No Y14-2441 between County of Plumas and The Regents of the University of California related to partial funding of 4H Program Coordinator for Plumas-Sierra Cooperative Extension Program

Background and Discussion:

Several years ago Supervisor Simpson requested that we update the 1976 MOU between Plumas-Sierra Counties and The Regents of the University of California related to the local Cooperative Extension program. After a lengthy process and numerous discussions between legal counsels from Plumas County, Sierra County and The Regents of the University, a new MOU between The Regents of the University of California and Plumas County for the Provision of the Plumas-Sierra University of California Cooperative Extension Program has been agreed upon by all parties and needs to be approved and signed by the Plumas County Board of Supervisors. A copy of the agreed upon Memorandum of Understanding between the parties is attached.

The current 4H Program Representative (50% University FTE and 25% County FTE) serving Plumas and Sierra Counties retires the end of January 2015. Moving forward, the 4H Youth Program Coordinator position will be a 0.75 FTE employee of the University of California housed within the Plumas-Sierra Cooperative Extension Office instead of being a split University (50%) and Plumas County (25%) position. During the FY 2014-15 budget hearings, the Plumas County Board of Supervisors approved funding 25% of the new UC replacement position.

County Counsel asked that I wait to recruit until there is a signed Agreement between the University and County. County Counsels from Plumas County, Sierra County and The Regents of the University of California came to agreement on the attached Agreement No Y14-2441 between Plumas County and the University. Please approve and sign this Agreement.

Plumas County Counsel will work with Sierra County Counsel to revise agreement between the counties related to fiscal compensation. The University will not be part of that agreement.



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24 December 2014

To: Honorable Board of Supervisors

From: Holly George, Department Head

RE: January 6, 2015 Agenda Item: FARM ADVISOR – Holly George

Recommendation: No Action - Discussion Item to Increase Board's understanding of State Water Resources Control Board's Statewide **Grazing Regulatory Action Project (GRAP)**

Background and Discussion:

The State Water Resources Control Board (SWRCB) is exploring a Statewide **Grazing Regulatory Action Project (GRAP)**, which would apply to private and public grazed lands. The Lahontan Regional Water Quality Control Board is leading this effort. There is a need to comply with the Clean Water Act; the approach should be problem based not regulation based. We don't need a new regulation with more fees that leave our communities to support consultants & bureaucrats.

The SWRCB is holding a Stakeholder Informational Meeting Thurs Jan 15 from 9am-noon in Redding at the City Council Chambers, 777 Cypress Avenue. **Attendance is encouraged.**

Water Board Staff state that the scope of the GRAP has yet to be determined. The point of the January listening sessions is to solicit comments, suggestions, and concerns from interested parties. And incorporate those comments, suggestions, and concerns into a proposal for program development. None of the 303(d) listings (approximately 100 listings) that were identified by GRAP as related to grazing are within the Upper Feather River Watershed. Having said that, it doesn't necessarily mean that the scope of GRAP and resultant policies, permits, etc. wouldn't include the Upper Feather River Watershed because they (SWRCB) are required to address potential sources of impairment and to protect pristine waterbodies.

At this time it is not known what the program will be; but people are concerned based on past water quality programs that have become expensive bureaucratic nightmares. They want you to be aware, push back if necessary and help ensure IF a program goes forward that it is problem based, reasonable and uses sound science. Rather than one-size fits all, emphasize the need to create an incentive based program that rewards good actors and puts money towards implementation of management practices where there are documented issues.

GRAP and Rangeland Watershed Program Factsheets are attached. **more on back**

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In 1989, the range livestock industry identified water quality as a high priority issue and in 1990 began discussions with the State Water Resources Control Board, UC Cooperative Extension, USDA NRCS and the California Association of Resource Conservation Districts about a voluntary program through which ranchers address clean water issues on their own property. These discussions led to the development of the California Rangeland Water Quality Management Plan (CRWQMP) which was approved by the State Water Resources Control Board in 1995.

Between 1994-2002 Cooperative Extension & NRCS conducted local short courses for ranchers. In 2003 time/energy/money shifted to the Central Valley Regional Water Quality Control Board's Ag Discharge Waiver program which became the Irrigated Lands Regulatory Program. With Prop 50 funds from SWRCB, Cooperative Extension worked with ag irrigators across the Upper Feather River Watershed to proactively gather data above and below irrigated pastures, conducted pathogen and dissolved oxygen studies which resulted in some reduced monitoring. But, promises made for risk appropriate programs with reduced fees hasn't really materialized. Nor can we point to specific water quality improvements locally as a result of increased fees. Money spent on fees and bureaucratic reporting could go to on-the-ground improvements.

If you have questions, please feel free to contact me at 283-6262. Thank you!!

STATEWIDE GRAZING REGULATORY ACTION PROJECT (GRAP)

Fact Sheet – October 2014



This fact sheet provides background information and outlines actions that are part of a statewide effort to develop a regulatory strategy for addressing water quality impacts related to livestock grazing in California. The goal is to develop a regulatory strategy that will set forth requirements for livestock grazing that address potential impacts to water quality, while at the same time limiting, to the extent feasible, the cost of compliance for the livestock community. It will build upon the knowledge that has been gained over the past decade about what types of best management practices work in the different regions of the state. A key part of the development of the regulatory action is integrating input from the California Water Boards and interested stakeholders, including other state, federal, and local agencies, tribes, environmental organizations, and the grazing community.

BACKGROUND: In California, there are more than 40 million acres of rangeland (approximately 38 percent of the state's surface area), with approximately half in public, and half in private ownership. Well-managed livestock grazing operations provide benefits to the environment, the economy, and California consumers. In some instances, however, grazing operations contribute to impairment of water quality and impact beneficial uses. Approximately 120 water quality impairments (including fecal bacteria, temperature, sediments or nutrients) identified on the 2010 Clean Water Act (CWA) List of Impaired Waters for California are on lands with active grazing operations. Under existing law, Total Maximum Daily Loads (TMDLs) are required for all waters and pollutants on the CWA list, including waters impacted by grazing operations.

Developing a TMDL for each impaired water body is not a practical solution. To date, the Water Boards have chosen to regulate livestock grazing through Water Board orders, grazing waivers, Water Quality Control Plan (Basin Plan) prohibitions, developing TMDLs and taking enforcement actions. These approaches have varied in their application and effectiveness, and have resulted in inconsistencies statewide. The Statewide Grazing Regulatory Action Project (GRAP) is one of several collaborative efforts established by the Water Boards directing staff to work with interested stakeholders on ways to more efficiently and consistently address impaired waters.

In addition to meeting the requirements of the CWA, the Water Boards must meet the requirements of the California Porter-Cologne Water Quality Control Act, which requires the Water Boards to address all discharges of waste that could affect the quality of the waters of the State, including all nonpoint sources of pollution. This means that not only must the Water Boards address water bodies impaired by grazing activities, but that they must also protect the numerous high-quality streams within public lands, including federally managed wilderness areas, from water quality degradation caused by livestock grazing. Grazing in California is a nonpoint source of water pollution that is not currently regulated statewide. Examples of nonpoint source pollution that may be associated with grazing include discharges of sediment from the erosion of stream banks, discharges of bacteria from livestock feces that get into the surface water, and increased temperature of streams caused from trampling of riparian habitat.

GOALS of the GRAZING REGULATORY ACTION PROGRAM (GRAP): The GRAP team is a collaboration of Regional and State Water Board staff. The goal of the GRAP is to develop regulatory strategies to address water quality impacts from grazing on public and private lands, and achieve compliance with water quality standards through a regulatory program that results in greater efficiency and statewide consistency, while at the same time respecting regional differences in hydrology, topography, climate, land use, and microeconomics, as well as the cost of compliance for the grazing community.

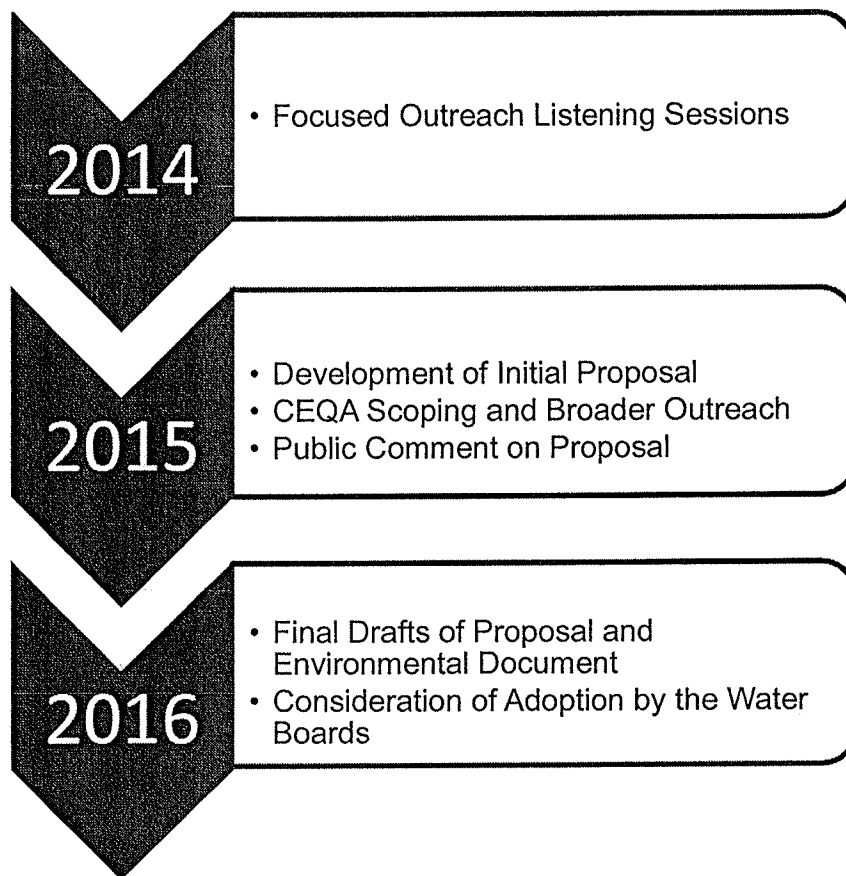
ENGAGING STAKEHOLDERS: The participation of interested stakeholders in the development of a statewide grazing regulatory strategy is crucial to its success. The Water Boards will actively engage stakeholder groups by soliciting early public comments during focused outreach listening sessions in 2014 and early 2015. The initial outreach sessions will invite input from five key stakeholder sectors: Ranching and related Industries; Government and Local Agencies; Tribes; Environmental and Environmental Justice Organizations; and Academia.

During the focused listening sessions, the Water Boards will seek input in particular on the following questions:

1. How should we define grazing (e.g., herd size, range size, duration/intensity, water source, type of animal, open range, irrigated pasture)?
2. What would a successful regulatory program look like to you? In your experience, what types of management practices have been effective in protecting or improving water quality?
3. In your experience, what types of monitoring have been effective in assessing water quality?
4. What are the unusual or extreme circumstances that GRAP should consider as part of its regulatory program (e.g., weather, market conditions, wildfire, livestock diseases)?

Water Board staff will compile all input from these initial outreach sessions and consider it in the development of the GRAP proposal during 2015. As the proposal is developed, there will be additional opportunities for stakeholder input.

SCHEDULE:



For more information and to participate as a stakeholder in our grazing strategy program, visit our Web site at:
http://www.waterboards.ca.gov/water_issues/programs/nps/grap.shtml



FACT SHEET

No. 1

Rangeland Watershed Program

U.C. Cooperative Extension and U.S.D.A. Natural Resources Conservation Service

California Rangeland Water Quality Management Plan

The California Rangeland Water Quality Management Plan (CRWQMP) was approved by the State Water Resources Control Board in July 1995. This plan, developed cooperatively by industry, conservation organizations, and state and federal agencies, describes a program of voluntary compliance with the Clean Water Act, Coastal Zone Management Act, and Porter-Cologne Act.

Development of the CRWQMP

In late 1989, California's Range Management Advisory Committee (RMAC) to the State Board of Forestry, made up of livestock industry and public members, identified water quality as a priority issue. This resulted in two mutually reinforcing activities that have increased awareness of clean water issues among private rangeland owners:

- development of a statewide rangeland water quality management plan and,
- jointly delivered education and technical assistance by University of California Cooperative Extension (UCCE) and USDA Natural Resources Conservation Service (NRCS).

In 1990, leaders in the livestock industry began working with RMAC and the State Water Resources Control Board (SWRCB) to develop a rangeland water quality management plan. A technical committee was formed by NRCS, UCCE, the California Department of Forestry's Forest and Rangeland Assessment Program, and the SWRCB. This technical committee under

leadership by UCCE and NRCS outlined the plan and began to compile technical information on ranch and watershed planning, management practices, and monitoring for inclusion in the plan.

In 1993, AGvocate, a private consulting firm, was hired to coordinate a concentrated two-year effort to complete the plan. AGvocate compiled information on agency roles and responsibilities, policy and coordination mechanisms, sources of funding, and technical assistance. The firm worked with an advisory committee that included industry, agency, and environmental interests to help review and develop the California Rangeland Water Quality Management Plan (CRWQMP). In 1994, 18 input meetings were held with industry and agencies to seek input on the plan.

In 1994, the plan was accepted by industry organizations. In early 1995, RMAC approved the plan, and in July 1995, the State Water Resources Control Board approved the plan.

Implementing Voluntary Compliance

With approval of the California Rangeland Water Quality Management Plan, the SWRCB, the livestock industry, and rangeland owners and managers must now implement this plan and prove that voluntary compliance is a viable alternative to regulatory prevention of nonpoint source pollution. The CRWQMP provides for three approaches to voluntary compliance: Letter of Intent, Nonpoint Source Management Plan, and a Recognized Nonpoint Source Management Plan.

Letter of Intent: Where water quality issues are minimal and/or a management strategy is in place, a letter of intent may be written and filed either at home or with the local Resource Conservation District office. This letter should include brief paragraphs on the evaluation of water quality status, management approach being implemented, and the monitoring program for continuing evaluation. It will be a document to use if and when water quality issues arise. In some cases, landowners/resource managers may wish to file this letter with the local office of their Regional Water Quality Control Board.

Nonpoint Source Management Plan: Where a written plan is desired, it does not have to be lengthy or complicated but should include the following elements.

1. inventory of resources (soils, animals, climate, water sources, etc.),
2. problem assessment (site conditions, potential or current NPS problems),
3. statement of goals (measurable outcomes or products)
4. existing and/or alternative management practices (technical/economic feasibility, desired outcome, timetable for implementation, etc., and
5. monitoring (progress toward goals, effectiveness of management decisions).

This management strategy should be ongoing, with evaluation and revisions as needed.

Recognized Nonpoint Source Management Plan: Many landowners have a desire for some form of institutional recognition of their planning and implementation efforts, as well as legal support against potential nuisance complaints. There are currently two methods available that would provide for a Nonpoint Source Management Plan to be recognized as utilizing acceptable standards and practices that affected agencies will recognize and support.

- A. The landowner/resource manager voluntarily chooses to work with NRCS to complete a conservation plan, with specific attention paid to water quality, and then agrees to implementation as a cooperator with their local Resource Conservation

District. Concurrent with this conservation plan, the landowner/resource manager may also choose to request a supplemental agreement (under section 7 of the Endangered Species Act) that could determine a net environmental benefit, obtained through implementation of a RWQMP, and allow for some incidental take.

- B. The landowner/resource manager voluntarily chooses to approach their local Regional Water Quality Control Board staff and request review of the individual RWQMP developed for their operation. Approval under this option could provide agency support for a RWQMP that included capital investments staggered over multiple years, and potentially qualify the landowner/resource manager for quicker permitting and waiving of fees for necessary stream bed alterations (under section 1603, California Fish & Game) and some relief from concerns with endangered species (under section 2081, California Fish & Game) potentially moving onto improved habitat.

Regulatory Options

Option 1: Voluntary compliance is the first of three options for achieving water quality goals. If voluntary compliance is unsuccessful the Regional Water Quality Control Boards (RWQCB) have the authority to invoke the more stringent options.

Option 2: Regulatory-Based Encouragement of Management Practices: This option will set water quality standards or goals (management measures) but will not prescribe specific practices. Regional Boards may encourage management practices by waiving adoption of Waste Discharge Requirements on condition that dischargers comply with management practices.

While management practices may be left up to the landowner, a ranch water quality plan may be required by the RWQCB. Regional Boards may also enter into agreements with agencies that have management responsibilities for publicly owned or controlled lands. Once management practices have been formally approved by the State or Regional Board, they will become the primary mechanism for meeting water quality standards.

Option 3: Effluent Limitations: Regional Boards will adapt and enforce Waste Discharge Requirements on proposed or existing nonpoint sources of pollution. Regional Boards are precluded from specifying the manner of compliance with waste discharge limitations. However, limitations may be established at a level that, in practice, would require implementation of appropriate BMPs.

The University of California, in accordance with applicable Federal and State law and University Policy, does not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition (cancer-related), ancestry, marital status, citizenship, sexual orientation, or status as a Vietnam-era veteran or special disabled veteran. The University also prohibits sexual harassment.



NOTICE OF REGIONAL STAKEHOLDER MEETINGS

Statewide Grazing Regulatory Action Project (GRAP) Informational Update

SAN LUIS OBISPO	REDDING	BISHOP
January 9, 2015 9:00 a.m. to noon	January 15, 2015 9:00 a.m. to noon	January 28, 2015 9:00 a.m. to noon
Board Room - Central Coast Regional Water Quality Control Board 895 Aerovista Place, Suite 101 San Luis Obispo, CA. 93401-7906	City of Redding Council Chambers 777 Cypress Avenue Redding, CA 96001	Tallman Pavilion, Tri County Fair Ground Sierra Street & Coates Street Bishop, CA 93514

RSVP

Due to limited space in the meeting rooms, please RSVP if you plan to attend by email to DWQ-GRAP@waterboards.ca.gov and include your name, affiliation, email address and meeting(s) that you will attend. For each location, if the meeting is full, we will schedule a second meeting in the afternoon (1 p.m. to 4 p.m.) on that same day.

SUMMARY

The State Water Resources Control Board (State Water Board) is exploring a range of options to enhance environmental benefits from grazing, protect beneficial uses of surface and groundwater, and address water quality impacts potentially related to livestock grazing in California. This Grazing Regulatory Action Project (GRAP) aims to facilitate efficiency and statewide consistency in developing and implementing strategies to meet these goals, while at the same time accounting for regional differences in hydrology, topography, climate and land use. The GRAP process will consider a wide range of alternatives to ensure that grazing has minimal negative impacts on water quality. A cornerstone of the GRAP will be thoughtful consideration of the costs of compliance to the regulated grazing community. The participation of interested stakeholders throughout the development of GRAP is necessary to its success. As an initial step, the Water Boards engaged stakeholder groups in Focus Listening Sessions (FLS) to solicit comments early in this process, before beginning to develop GRAP (No new regulatory approach has been developed.) The FLSs were the first of many opportunities for stakeholder participation.

The purpose of the Regional Stakeholder Meetings is to share with stakeholders the comments from the FLSs and gather thoughts, suggestions or other feedback from the community on the FLSs comments and on GRAP.

MEETING AGENDA AND OTHER INFORMATION

The agenda and other meeting materials will be posted to the GRAP website below at least ten days prior to the meeting date. In the event of a change or cancellation due to weather, notice will be posted at the earliest practical time at the GRAP website below. For more information, please contact Water Board staff: Esther Tracy at (916) 341-5908 esther.tracy@waterboards.ca.gov, Cindy Wise at (530) 542-5408 cwise@waterboards.ca.gov or Ben Letton at (530) 224-4129 bleton@waterboards.ca.gov.

GRAP Website: http://www.waterboards.ca.gov/water_issues/programs/nps/grap.shtml



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

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

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

36

DATE: December 29, 2014

TO: The Honorable Board of Supervisors

FROM: Debt Advisory Committee
Julie A. White, Plumas County Treasurer/Tax Collector

SUBJECT: Report on Refunding Certificates of Participation 2003 Series A, review funding scenarios and receive direct from Board of Supervisors to proceed.

Recommendation: Approve one of three attached scenarios to proceed with refunding.

Background and Discussion: On May 6th, 2014, the Debt Advisory Committee was directed to move forward with the refunding of the Certificates of Participation 2003 Series A (COP's). At that time the debt was approximately \$14 million. That would be refunded, holding the original maturity date, and request an additional \$2 million new money to assist with the jail project. On October 16th, the Board approved the contract with KNN Public Finance to act as financial advisor for the transaction. A request for proposal (RFP) was initiated to obtain Bond and/or Disclosure Counsel for the transaction. During a conference call on October 24th, with KNN, the firm of Orrick, Herrington & Sutcliffe LLP was chosen by the Debt Committee. A contract with this firm will be brought before the Board for approval within the next few weeks. An update on the refunding was provided to the BOS on December 2nd at which time the discussion was continued to December 16th to allow Sheriff Hagwood to comment on the status of the new jail.

Since that time the Debt Committee has met and received three scenarios from Umpqua Bank to refund the bonds and issue \$2 million in new money for the jail construction project. Attached is a summary of the three refunding scenarios along with the detailed analysis of each.

Scenario #1 – Direct purchase with same original maturity (2033), includes \$2 million new money, keeps annual payment almost the same, small savings annually.

Scenario #2 – Direct purchase shortening the maturity to 15 years (2029), includes \$2 million new money, increases the annual payment approximately \$160,000.

Scenario #3 – Public purchase with same original maturity (2033), includes \$2 million, increases annual payment, cost of issuance higher, longer to complete.

The bottom line is Scenario #2 has the most savings for the County over the duration of the issuance but would increase the annual payments creating a cash flow burden to the general fund. The Committee would like the Board's direction as to which scenario they would choose to proceed.

Thank you for your time.

Summary of Refunding Analysis

Plumas County 2003 Series A Certificates of Participation

Par Amount:
Bond Premium:
Deposit from Existing Debt Service Reserve Fund:

Total Sources:

Deposit to Refunding Escrow:¹

Deposit to Project Fund:

Reserve Fund Deposit:²

Estimated Cost of Issuance:³

Underwriter's Discount⁴

Additional Proceeds/Bond Rounding Amount:

Total Uses:

Par Amount of Refunded Bonds:

T.I.C. of Refunding Bonds:⁵

Call Price:⁶

Net Present Value Savings:⁷

NPV Savings as % of Refunded Bonds:⁸

Final Maturity:

Scenario 1: Direct Purchase (to term)	Scenario 2: Direct Purchase (15 yrs)	Scenario 3: Public Sale (to term)
\$15,875,000	\$15,875,000	\$15,835,000
0	0	1,489,843
1,223,125	1,223,125	1,723,125
\$17,098,125	\$17,098,125	\$18,547,968
\$14,917,429	\$14,917,429	\$14,917,429
\$2,000,000	\$2,000,000	\$2,000,000
0	0	1,288,300
175,000	175,000	225,000
0	0	110,845
5,696	5,696	6,394
\$17,098,125	\$17,098,125	\$18,547,968
\$14,720,000	\$14,720,000	\$14,720,000
4.13%	3.64%	3.80%
100.00%	100.00%	100.00%
\$1,247,388	\$1,828,526	\$1,330,604
8.47%	12.42%	9.04%
6/1/2033	6/1/2029	6/1/2033

Footnotes

¹ Based on SLGS rates as of December 9, 2014; Dated/Delivery date assumed to be February 6, 2015

² Existing and New Debt Service Reserve Fund assumes earnings rate of 1.62%, the 5-Year Treasury rate as of December 10, 2014.

³ Includes estimated cost of financial advisor, bond/disclosure counsel, rating agency, trustee, printing, title insurance, verification agent and other miscellaneous fees.

⁴ Assumed at \$7.00 per \$1,000 of par amount.

⁵ "A-rated" COP MMD scale, as of December 9, 2014.

⁶ Callable at 101 beginning June 1, 2013, 100 beginning June 1, 2014.

⁷ Present value calculated at respective arbitrage yield of the refunding bonds.

⁸ Reflects arbitrage yield of existing transaction

Summary of Refunding Analysis

Plumas County 2003 Series A Certificates of Participation (Refunding and New Money)

Scenario 1: Direct Purchase to Maturity

Fiscal Year Ending	A		B		C		D		E		F		G		H		I	
	Existing Gross		Reserve Fund		Existing Net		New Gross		Reserve Fund		Existing Net		Future Value		Present Value		Estimated	
	Payments	Earnings ¹	Payments	Earnings	Payments	Earnings	Payments	Earnings	Payments	Earnings	Payments	Earnings	Savings	Savings	Savings	Savings	Payments	Payments
2015	856,363	19,815	836,548	0	792,724	0	792,724	0	792,724	0	792,724	0	43,824	43,053	43,053	43,053	61,716	61,716
2016	1,223,125	19,815	1,203,310	0	1,061,812	0	1,061,812	0	1,061,812	0	1,061,812	0	141,498	135,501	135,501	135,501	157,187	157,187
2017	1,221,450	19,815	1,201,635	0	1,060,543	0	1,060,543	0	1,060,543	0	1,060,543	0	141,093	129,700	129,700	129,700	159,090	159,090
2018	1,218,925	19,815	1,199,110	0	1,053,447	0	1,053,447	0	1,053,447	0	1,053,447	0	145,663	128,491	128,491	128,491	160,786	160,786
2019	1,220,050	19,815	1,200,235	0	1,055,732	0	1,055,732	0	1,055,732	0	1,055,732	0	144,503	122,318	122,318	122,318	157,275	157,275
2020	1,219,600	19,815	1,199,785	0	1,056,985	0	1,056,985	0	1,056,985	0	1,056,985	0	142,801	115,992	115,992	115,992	158,765	158,765
2021	1,222,575	19,815	1,202,760	0	1,057,205	0	1,057,205	0	1,057,205	0	1,057,205	0	145,556	113,415	113,415	113,415	160,048	160,048
2022	1,218,713	19,815	1,198,898	0	1,056,392	0	1,056,392	0	1,056,392	0	1,056,392	0	142,506	106,549	106,549	106,549	161,124	161,124
2023	1,218,275	19,815	1,198,460	0	1,054,547	0	1,054,547	0	1,054,547	0	1,054,547	0	143,913	103,219	103,219	103,219	156,994	156,994
2024	1,221,000	19,815	1,201,185	0	1,056,670	0	1,056,670	0	1,056,670	0	1,056,670	0	144,516	99,429	99,429	99,429	157,864	157,864
2025	1,218,500	19,815	1,198,685	0	1,052,553	0	1,052,553	0	1,052,553	0	1,052,553	0	146,132	96,449	96,449	96,449	158,528	158,528
2026	1,219,250	19,815	1,199,435	0	1,057,404	0	1,057,404	0	1,057,404	0	1,057,404	0	142,031	89,945	89,945	89,945	158,985	158,985
2027	1,223,000	19,815	1,203,185	0	1,060,810	0	1,060,810	0	1,060,810	0	1,060,810	0	142,376	86,489	86,489	86,489	159,235	159,235
2028	1,219,500	19,815	1,199,685	0	1,057,770	0	1,057,770	0	1,057,770	0	1,057,770	0	141,916	82,695	82,695	82,695	159,279	159,279
2029	1,219,000	19,815	1,199,185	0	1,053,491	0	1,053,491	0	1,053,491	0	1,053,491	0	145,695	81,422	81,422	81,422	159,117	159,117
2030	1,221,250	19,815	1,201,435	0	1,057,973	0	1,057,973	0	1,057,973	0	1,057,973	0	143,463	76,900	76,900	76,900	158,748	158,748
2031	1,221,000	19,815	1,201,185	0	1,055,803	0	1,055,803	0	1,055,803	0	1,055,803	0	145,383	74,735	74,735	74,735	158,172	158,172
2032	1,218,250	19,815	1,198,435	0	1,057,187	0	1,057,187	0	1,057,187	0	1,057,187	0	141,248	69,633	69,633	69,633	157,390	157,390
2033	1,218,000	1,242,940	-24,940	0	1,056,920	0	1,056,920	0	1,056,920	0	1,056,920	0	-1,081,859	-511,566	-511,566	-511,566	161,402	161,402
Total:	\$22,817,825	\$1,599,603	\$21,218,222	\$0	\$19,815,963	\$0	\$19,815,963	\$0	\$19,815,963	\$0	\$19,815,963	\$0	\$1,402,259	\$1,244,369	\$1,244,369	\$1,244,369	\$2,921,700	\$2,921,700
Plus Funds on Hand:																	\$3,019	
Total PV Savings:																	\$1,247,388	

¹ Existing reserve fund assumed to earn 1.62%, the 5 year U.S. Treasury as of October 10, 2014.

Summary of Refunding Analysis

Plumas County 2003 Series A Certificates of Participation (Refunding and New Money)

Scenario 3: Public Sale to Maturity

Fiscal Year Ending	A Existing 2003 COP Payments			B Existing 2003 COP Payments			C Existing 2003 COP Payments			D Scenario 3: Public Sale (to maturity)			E Reserve Fund Earnings			F Existing Net Payments			G Future Value Savings			H Present Value Savings			I Jail Funding		
	Existing Payments	Gross Payments	Reserve Fund Earnings ¹	Existing Net Payments	Existing Net Payments	Reserve Fund Earnings	New Gross Payments	New Gross Payments	Reserve Fund Earnings	Existing Net Payments	Existing Net Payments	Reserve Fund Earnings	New Gross Payments	New Gross Payments	Reserve Fund Earnings	Existing Net Payments	Existing Net Payments	Reserve Fund Earnings	Future Value Savings	Future Value Savings	Future Value Savings	Present Value Savings	Present Value Savings	Present Value Savings	Estimated Payments	Estimated Payments	Estimated Payments
2015	856,363		19,815	836,548	836,548	6,336	817,560	817,560	6,336	811,223	811,223	6,336	817,560	817,560	6,336	811,223	811,223	6,336	25,325	25,325	25,325	24,880	24,880	24,880	64,852	64,852	64,852
2016	1,223,125		19,815	1,203,310	1,203,310	19,836	1,120,650	1,120,650	19,836	1,100,815	1,100,815	19,836	1,120,650	1,120,650	19,836	1,100,815	1,100,815	19,836	102,496	102,496	102,496	98,774	98,774	98,774	167,400	167,400	167,400
2017	1,221,450		19,815	1,201,635	1,201,635	19,836	1,120,500	1,120,500	19,836	1,100,665	1,100,665	19,836	1,120,500	1,120,500	19,836	1,100,665	1,100,665	19,836	100,971	100,971	100,971	93,989	93,989	93,989	165,150	165,150	165,150
2018	1,218,925		19,815	1,199,110	1,199,110	19,836	1,114,700	1,114,700	19,836	1,094,865	1,094,865	19,836	1,114,700	1,114,700	19,836	1,094,865	1,094,865	19,836	104,246	104,246	104,246	93,735	93,735	93,735	167,150	167,150	167,150
2019	1,220,050		19,815	1,200,235	1,200,235	19,836	1,118,300	1,118,300	19,836	1,098,465	1,098,465	19,836	1,118,300	1,118,300	19,836	1,098,465	1,098,465	19,836	101,771	101,771	101,771	88,390	88,390	88,390	168,950	168,950	168,950
2020	1,219,600		19,815	1,199,785	1,199,785	19,836	1,115,900	1,115,900	19,836	1,096,065	1,096,065	19,836	1,115,900	1,115,900	19,836	1,096,065	1,096,065	19,836	103,721	103,721	103,721	86,983	86,983	86,983	165,550	165,550	165,550
2021	1,222,575		19,815	1,202,760	1,202,760	19,836	1,117,700	1,117,700	19,836	1,097,865	1,097,865	19,836	1,117,700	1,117,700	19,836	1,097,865	1,097,865	19,836	104,896	104,896	104,896	84,941	84,941	84,941	167,150	167,150	167,150
2022	1,218,713		19,815	1,198,898	1,198,898	19,836	1,113,500	1,113,500	19,836	1,093,665	1,093,665	19,836	1,113,500	1,113,500	19,836	1,093,665	1,093,665	19,836	105,233	105,233	105,233	82,280	82,280	82,280	168,550	168,550	168,550
2023	1,218,275		19,815	1,198,460	1,198,460	19,836	1,116,000	1,116,000	19,836	1,096,165	1,096,165	19,836	1,116,000	1,116,000	19,836	1,096,165	1,096,165	19,836	104,796	104,796	104,796	79,114	79,114	79,114	169,750	169,750	169,750
2024	1,221,000		19,815	1,201,185	1,201,185	19,836	1,116,750	1,116,750	19,836	1,096,915	1,096,915	19,836	1,116,750	1,116,750	19,836	1,096,915	1,096,915	19,836	105,021	105,021	105,021	76,585	76,585	76,585	164,750	164,750	164,750
2025	1,218,500		19,815	1,198,685	1,198,685	19,836	1,115,750	1,115,750	19,836	1,095,915	1,095,915	19,836	1,115,750	1,115,750	19,836	1,095,915	1,095,915	19,836	103,521	103,521	103,521	71,705	71,705	71,705	169,750	169,750	169,750
2026	1,219,250		19,815	1,199,435	1,199,435	19,836	1,118,000	1,118,000	19,836	1,098,165	1,098,165	19,836	1,118,000	1,118,000	19,836	1,098,165	1,098,165	19,836	105,021	105,021	105,021	69,053	69,053	69,053	169,250	169,250	169,250
2027	1,223,000		19,815	1,203,185	1,203,185	19,836	1,118,250	1,118,250	19,836	1,098,415	1,098,415	19,836	1,118,250	1,118,250	19,836	1,098,415	1,098,415	19,836	101,271	101,271	101,271	64,332	64,332	64,332	168,500	168,500	168,500
2028	1,219,500		19,815	1,199,685	1,199,685	19,836	1,116,500	1,116,500	19,836	1,096,665	1,096,665	19,836	1,116,500	1,116,500	19,836	1,096,665	1,096,665	19,836	102,521	102,521	102,521	62,912	62,912	62,912	166,250	166,250	166,250
2029	1,219,000		19,815	1,199,185	1,199,185	19,836	1,117,750	1,117,750	19,836	1,097,915	1,097,915	19,836	1,117,750	1,117,750	19,836	1,097,915	1,097,915	19,836	103,521	103,521	103,521	61,367	61,367	61,367	167,750	167,750	167,750
2030	1,221,250		19,815	1,201,435	1,201,435	19,836	1,116,750	1,116,750	19,836	1,096,915	1,096,915	19,836	1,116,750	1,116,750	19,836	1,096,915	1,096,915	19,836	104,271	104,271	104,271	59,709	59,709	59,709	167,750	167,750	167,750
2031	1,221,000		19,815	1,201,185	1,201,185	19,836	1,113,500	1,113,500	19,836	1,093,665	1,093,665	19,836	1,113,500	1,113,500	19,836	1,093,665	1,093,665	19,836	104,771	104,771	104,771	57,955	57,955	57,955	165,500	165,500	165,500
2032	1,218,250		19,815	1,198,435	1,198,435	19,836	1,113,000	1,113,000	19,836	-27,486	-27,486	19,836	1,113,000	1,113,000	19,836	-27,486	-27,486	19,836	2,546	2,546	2,546	1,383	1,383	1,383	168,000	168,000	168,000
2033	1,218,000		1,242,940	-24,940	-24,940	1,140,486	1,113,000	1,113,000	1,140,486			1,140,486	1,113,000	1,113,000	1,140,486			1,140,486									
Total:	\$22,817,825		\$1,599,603	\$21,218,222	\$21,218,222	\$1,484,025	\$20,914,560	\$20,914,560	\$1,484,025	\$19,430,534	\$19,430,534	\$1,484,025	\$20,914,560	\$20,914,560	\$1,484,025	\$19,430,534	\$19,430,534	\$1,484,025	\$1,787,688	\$1,787,688	\$1,787,688	\$1,328,545	\$1,328,545	\$1,328,545	\$3,081,502	\$3,081,502	\$3,081,502

Plus Funds on Hand:
Total PV Savings:

\$2,059
\$1,330,604

¹ Existing reserve fund assumed to earn 1.62%, the 5 year U.S. Treasury as of October 10, 2014.

4A

ORDINANCE NO. 15 – _____

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING CHAPTER 6 OF TITLE 5 OF THE PLUMAS COUNTY CODE
CONCERNING OUTDOOR FESTIVALS.**

The Board of Supervisors of the County of Plumas, State of California, **DOES ORDAIN** as follows:

Section 1. Chapter 6. Outdoor Festivals, of Title 5 of the Plumas County Code is hereby amended in its entirety to read as follows:

CHAPTER 6. OUTDOOR FESTIVALS

Sec. 5-6.01.1 Outdoor festival defined.

For the purpose of this chapter, "outdoor festival" shall mean and include any outdoor gathering of individuals for the purpose of participation in "rock" dances and similar musical and/or theatrical type performances which are of a periodic nature and to which the public is admitted, with or without the payment of admission charges; provided, however, "outdoor festival" shall not include any authorized activity which is undertaken completely within the boundaries of the Plumas County Fairgrounds, or at recognized art fairs or recognized community celebrations. "Outdoor Festivals" may be permitted in all zoning districts except open space

Sec. 5-6.01.2 Director defined.

For the purpose of this chapter, "Director" shall mean the Director of Public Works.

Sec. 5-6.02. Permits: Required.

It shall be unlawful for any person to operate, maintain, conduct, advertise, sell, or furnish tickets or other types of written authority for admission to an outdoor festival in the unincorporated area of the County, unless he shall first obtain a permit to operate or conduct such festival. No tickets may be sold for any outdoor festival prior to the promoter of the event receiving a final permit under this chapter. If the Director determines that such sales have occurred, he or she shall report this determination to the Board, and such sales shall constitute sufficient grounds for the Board to summarily reject the promoter's application for an outdoor festival permit or to revoke a permit that has already been issued.

Sec. 5-6.03. Permits: Applications: Fees.

For any outdoor festivals to be held on or before December 31, 2015, the application for a permit to conduct such outdoor festival shall be made in writing to the Director at least one hundred twenty (120) days prior to the first day of such outdoor festival. For outdoor festivals to be held in calendar year 2016 and thereafter, applications for permits to conduct outdoor festival shall be made in writing to the Director (1) on or before January 31st for outdoor festivals to be held on or after June 1st of that calendar year, or (2) at least one hundred twenty (120) days prior to the first day of such outdoor festival for outdoor festivals to be held between January 1st and May 31st must be submitted. The application shall be accompanied by a non-refundable application fee in an amount as specified by resolution of the Board and shall be filed with the Director and shall

contain the following information

(a) *Identity.* The name, age, residence, mailing address, and telephone number of the applicant. The applicant must be the promoter of the event. If the application is made by a partnership, the names and addresses of all general partners shall be included. If the application is made by a corporation, the application shall be signed by the president and attested to by the secretary thereof and shall contain the names and addresses of all corporate officers, and a certified copy of the Articles of Incorporation shall be attached to the application. The address and telephone number of the principal place of business of the applicant shall also be included in the application;

(b) *Statement of Criminal Record.* A statement by each applicant indicating whether he or she has been convicted within the last five years in any court of competent jurisdiction of any felony or misdemeanor. If so, the applicant shall provide a listing of the charges upon which he or she was convicted.

(c) *Location.* The location and legal description of the premises where the outdoor festival is proposed to be conducted, including all lands to be used for parking or other uses incidental to the outdoor festival. The applicant shall identify all of the owners of the premises and submit proof of their ownership and their written consent for the proposed use;

(d) *Dates.* The dates during which the festival is to be conducted;

(e) *Maximum number of attendees and hours of operation.* The maximum number of spectators, participants, and other persons that will be allowed to attend the outdoor festival for each day it is conducted, as well as the hours during which entertainment will be provided;

(f) *Program and plans.* A detailed explanation of the applicant's event and his or her plans to provide the following:

- (1) Commercial liability insurance, as approved by the Plumas County Risk Manager.
- (2) Police protection and security, as approved by the Plumas County Sheriff;
- (3) Fire protection, evacuation plan, and prevention of wildfires, as approved by the Plumas County Office of Emergency Services.
- (4) Water supplies, as approved by the Plumas County Department of Environmental Health;
- (5) Provision of food, as approved by the Plumas County Department of Environmental Health;
- (6) Sanitation facilities, as approved by the Plumas County Department of Environmental Health;
- (7) Medical facilities and services, including access for ambulances and paramedics or emergency medical technicians, as approved by the Plumas County Health Officer;
- (8) Vehicle parking space, as approved by the Plumas County Department of Planning;
- (9) Vehicle access and on- and off-site traffic control, as approved by the Plumas County Department of Public Works;
- (10) If it is proposed or expected that spectators or participants will remain at night or overnight, the arrangements for illuminating the premises and for camping or similar facilities, as approved by the Plumas County Department of Public Works;
- (11) If it is proposed or expected that spectators or participants will remain overnight, provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code, as approved by the Plumas County Tax Collector;
- (12) Provisions for the cleanup of the premises and the removal of rubbish after the event has concluded, including recycling of recyclable materials, as approved by the Plumas County Department of Environmental Health;

(13) Control and prevention of drug consumption and underage alcohol consumption, as approved by the Plumas County Sheriff; and

(14) Maps or diagrams showing: (a) the location of the property on which the proposed event and all related activities will be held; (b) the location of adjacent roads, lots, and residences; (c) the parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property; (d) the location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending; (e) the location and orientation of loudspeakers; (f) The location, style, wattage and orientation of all temporary lighting; (g) the location of camping or other overnight areas; and (h) the location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

A form for approval signatures from the Plumas County departments listed above for each of these elements shall be available from the Department of Public Works. This form, signed by all applicable Plumas County departments, is an essential element of the application and shall be submitted to the Director with the rest of the application. Failure to submit this form with all necessary signatures shall be grounds for summary denial of the application by the Director.

The Director shall review and submit such application to the Board, and no permit shall be issued by the Director until he or she is authorized to do so by order of the Board at a regular meeting of the Board.

Sec. 5-6.04 Permits: Applications: Hearings: Notices: Investigations: Reports.

Upon the receipt of a complete application and the application fee, the Director shall request the Board to set a time and date for a public hearing. The Board shall set the application for a public hearing at a regular meeting of the Board to be held not less than sixty (60) days prior to the event. The Clerk of the Board shall publish a notice of public hearing. The Director shall also forward this notice to any other jurisdictions who may be affected by the event, including, but not limited to, the U.S. Forest Service, the United States Fish and Wildlife Service, the California Department of Forestry & Fire Protections, the California Department of Transportation, the California Regional Water Quality Control Board, the California Department of Fish and Wildlife, the California Highway Patrol, the California Department of Parks and Recreation, the Northern Sierra Air Quality Management District, and nearby fire districts, in order to solicit comments upon the application from such jurisdictions.

Sec. 5-6.05. Permits: Applications: Hearings.

(a) The Board shall consider the documentary and testimonial evidence of witnesses presented at such hearing, including all reports of investigation, and thereafter the Board shall either (1) grant the permit without conditions, other than conditions imposed by County departments as conditions for their approvals as required by Section 5-6.03(f) of this chapter, (2) grant the permit with conditions which shall be met before a permit is granted, including any security required from the applicant as a guarantee that the conditions will be met, such conditions being in addition to conditions imposed by County departments as conditions for their approvals as required by Section 5-6.03(f) of this chapter, or (3) reject the application. Conditions imposed by the Board to the grant of a permit may include, but are not limited to, (1) the stationing of an ambulance or emergency medical technicians onsite, (2) limits placed upon the number of

attendees to the event, (3) minimum numbers of security personnel onsite, and (4) posting of a security bond as described in section 5-6.09.

(b) If conditions are imposed by the Board or by any County departments, the applicant shall furnish, or cause to be furnished, to the Director proof that all conditions have been met and that the required security has been given before the permit may be issued by the Director.

Sec. 5-6.06. Permits: Issuance: Fees.

Upon determining that the Board has ordered the issuance of the permit pursuant to the provisions of this chapter and that the conditions, if any, imposed by the Board have been complied with by the applicant, the Director shall collect a daily permit fee as specified by resolution of the Board for each day the festival is scheduled to be held, such daily permit fee being in addition to the application fee described in Section 5-6.03 of this chapter, and upon receipt in full of such daily permit fee shall issue a permit to the applicant for the specific location authorized for the festival and for the specific days for which the festival is authorized.

Sec. 5-6.07. Permits: Revocations: Hearings: Notices.

The Board shall have the right to revoke any permit issued pursuant to the provisions of this chapter for any of the following causes, in addition to that cause specified in Section 5-6.02, following a public hearing held after oral or written notice is given to the permittee at least twenty-four (24) hours prior to such hearing:

(a) If the permittee fails, neglects, or refuses to fulfill any of the conditions imposed upon the granting of a permit;

(b) If the permittee permits the outdoor festival to be conducted in an disorderly manner or allows any person to remain on the premises while under the influence of intoxicating liquor or any narcotic or dangerous drug;

(c) If the permittee violates, or attempts to violate, any law of the State, the provisions of this chapter, or any other law of the County; or

(d) If the permittee has previously made a false, misleading, or fraudulent statement of material fact in the application for such permit or in any other document required by the provisions of this chapter.

Written notice of such revocation shall be forwarded by the Clerk of the Board to the Director, the Sheriff, and the permittee at the address given in the application. Such revocation shall become effective immediately after ordered by the Board.

The Board may hold a public hearing under this section after the conclusion of the outdoor festival, and if the Board makes any of the findings listed in subsections (a) to (d) above, such a finding may constitute grounds for revocation or denial of other permits pursuant to Section 5-6.13 of this chapter.

Sec. 5-6.08. Permits: Nontransferable.

No permit granted pursuant to the provisions of this chapter shall be transferable or removable to another location.

Sec. 5-6.09 Bonds.

(a) *Losses, injuries, and damages.* Security required by the Board may include the posting of an indemnity bond, and/or a performance bond, or In-lieu cash, in favor of the County, in connection with the operation of an outdoor festival as defined in Section 5-6.01 of this chapter. Such bonds shall be prepared by a corporate bonding company authorized to do business in the State by the Department of Insurance of the State in an amount to be determined by the Board. Such bonds shall indemnify the County, and its agents, officers, employees, and the Board, against any and all losses, injuries, and damages of any nature whatsoever arising out of or in any way connected with such outdoor festival and shall indemnify against losses, injuries, and damages to both persons and property.

(b) *Cleanup.* The Board may also require that the applicant provide a corporate surety bond, prepared by a corporate authorized to do business in the State, indemnifying the County and the owners of property adjoining the outdoor festival site for all costs necessitated by such activity to clean up and/or remove debris, trash, garbage, or other waste from, in, and around the premises. Such bond shall be in an amount determined by the Board as in its discretion will adequately provide for such indemnification.

Sec. 5-6.10. Suspension of operations.

The Sheriff may suspend operations and close any outdoor festival prior to the expiration of the permit granted pursuant to the provisions of this chapter in the event of the occurrence of a riot, major disorder, or serious breach of the peace when, in his opinion, it becomes necessary to prevent injuries to persons and/or damages to property. The Sheriff or Director may suspend operations and close any outdoor festival in the event that the number of attendees exceeds the maximum number allowed by the permit. No refund of any fees paid under this chapter will be payable in the event of a suspension under this section.

Sec. 5-6.11. Transient Occupancy Tax: Certification.

No later than five (5) business days after the event, if spectators or participants will remain overnight at the event, the promoter shall provide written certification to the Plumas County Tax Collector of the number of camping or other lodging facility spaces sold in conjunction with the event, whether as part of the price of admission or separate to the price of admission. The promoter shall also provide any additional documentation required by the Tax Collector as a condition of the Tax Collector's approval pursuant to section 5-6.03(f)(11) of this chapter.

Sec. 5-6.12. Alcoholic Beverage Permits.

No later than five (5) business days before the beginning of the event, if alcoholic beverages will be served at the event, the promoter will provide a copy of the appropriate permit issued by the Department of Alcoholic Beverage Control to the Director of Public Works. The Sheriff or Director may suspend operations and close any outdoor festival in the event that alcoholic beverages are served without the appropriate permit issued by the Department of Alcoholic Beverage Control.

Sec. 5-6.13. Revocation of Other Permits; Denial of Future Permits.

A finding by the Board that grounds for permit revocation exist pursuant to Section 5-6.07 of this chapter shall constitute just cause for denying or revoking, or for revoking and reinstating upon suitable conditions, any other permits or future applications for permits under this chapter by that applicant. The finding that a parcel or property has a history of materially violating, or

defaulting in the performance of, such provisions, shall constitute just cause for denying or revoking, or for revoking and reinstating upon suitable conditions, any other permits under this chapter for future events at that location.

Sec. 5-6.14. Penalties for Violation of Chapter.

Any violation of this chapter shall be a misdemeanor, punishable by a fine of not less than Fifty and no/100ths (\$50.00) Dollars nor more than One Thousand and no/100ths (\$1,000.00) Dollars, or by imprisonment in the County jail for not more than six months, or by both such fine and imprisonment. For each such violation, a separate offense shall be deemed to have been committed for each day that such violation continues.

Section 2. Section 1 of this ordinance, which amends the Plumas County Code, shall be codified. The remainder of the ordinance shall not be codified.

Section 3. The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the following categorical exemptions apply: Sections 15308 (actions taken as authorized by local ordinance to assure protection of the environment) and 15321 (action by agency for enforcement of a law, general rule, standard or objective administered or adopted by the agency, including by direct referral to the County Counsel as appropriate for judicial enforcement).

Section 4. This ordinance shall be published, pursuant to Section 25124 (a) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the Feather River Bulletin, a newspaper of general circulation in the County of Plumas.

Section 5. This ordinance shall become effective thirty (30) days after its date of final adoption.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 16th day of December, 2014, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 6th day of January, 2015, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of said Board of Supervisors

4B

Plumas County
Substance Abuse Treatment Team
Memorandum of Understanding

Agreement by and between the Plumas County District Attorney's Office, Sheriff's Department, Probation Office, Public Defender, Health Department, Treatment Provider(s), Mental Health, Social Services and Superior Court.

WHEREAS, the parties to this Agreement endorse the goals and mission of the Plumas County Adult Substance Abuse Treatment Team in order for the participants to eliminate future criminal behavior and improve the quality of their lives. To be successful in recovery and addressing addiction issues, the participants must have access to a community-based, coordinated system of comprehensive services.

WHEREAS, the parties to this Agreement agree that the mission of the Plumas County Adult Substance Abuse Treatment Team is the following:

To work together to generate effective solutions for court-mandated clients that lead to improvements within the wider community.

WHEREAS, the parties to this Agreement endorse the following **seven (7)** goals:

- a. Provide a cost-effective alternative to incarceration;
- b. Work together to assure a consistent, coordinated approach in the program provided to those with substance issues who have committed addiction driven crimes;
- c. Improve the lives of both those who have committed addiction driven crimes and of their families;
- d. Increase service capacity;
- e. Use a long-term approach towards program sustainability by learning from the successes of other drug courts and being knowledgeable of the various means of leveraging funds;
- f. Reduce criminal behaviors and substance abuse among the program participants;
- g. Increase community awareness of drug and alcohol problems and Substance Abuse Treatment Court sponsored treatment as a preferred alternative to incarceration.

WHEREAS, parties to this Agreement agree to the following:

- a. Adhere to the all Federal and State Confidentiality laws including 42 CFR, Health Insurance Portability and Accountability Act (HIPPA) (when applicable), and other appropriate laws.

- b. Contribute, as requested, to the development of the participants common case plan within 30 days of admission to the Plumas County Adult Substance Abuse Treatment Court Program, and support implementation, and revisions to the plan.
- c. Attend staffing with all partner agencies to determine treatment progress, update individual participant case plans, and make joint decisions concerning compliance and subsequent incentives or sanctions.
- d. Whenever possible attend Substance Abuse Treatment/Drug Court Conferences and training seminars if funding is available.

Individual Agency Responsibilities and Staff Commitments

Plumas County Superior Court Judge:

1. The Court will be assigned to the Plumas County Substance Abuse Treatment Team for the entire term of this Agreement.
2. The Court assumes the primary role to motivate and monitor the participants who appear before the Plumas County Adult Substance Abuse Treatment Court Program.
3. The Court will ensure a cooperative atmosphere for attorneys, clerks, probation officers, police officers and treatment providers to stay focused on the task of providing participants with appropriate treatment.
4. The Court will provide positive reinforcement to participants, which the Plumas County Adult Substance Abuse Treatment Team deems necessary.
5. The Court will impose the appropriate sanctions for failure to comply with the Plumas County Adult Substance Abuse Treatment Court Program rules, keeping in mind the overall goal of recovery.
6. The Court will participate in weekly meetings with the Alternative Sentencing Coordinator, Probation Officer and/or Plumas County Adult Substance Abuse Treatment Team, to review cases for upcoming court, and implement any changes or sanctions the Team deems necessary.
7. The Court will be available, or have accessible substitute, for any emergencies which may arise.
8. The Court will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team and Board.

Signature _____

Date _____

Plumas County District Attorney's Office, Deputy District Attorney,
Alternative Sentencing Coordinator:

1. A Deputy District Attorney will be assigned to the Plumas County Adult Substance Abuse Treatment Team for the entire term of this agreement, to be chosen and appointed by the County District Attorney.
2. The Plumas County District Attorney's Office will provide suitable office space, furnishings and support, as needed, to the Alternative Sentencing Coordinator and Deputy District Attorney.
3. The Deputy District Attorney will assist in identifying potential participants using the Plumas County Substance Abuse Treatment Court eligibility requirements.
4. In the event the potential participant has a serious violation while in the Plumas County Adult Substance Abuse Treatment Court Program, which could result in further criminal prosecution, the Deputy District Attorney, if aware of the violation, will notify the Court and participant whether additional criminal charges are forthcoming or whether prosecution will be waived, to determine whether disclosure by participant is appropriate in the Plumas County Adult Substance Abuse Treatment Court Program.
5. The Deputy District Attorney agrees that positive drug test or open Court admission of drug possession or may or may not result in the filing of additional drug charges based on that admission. Delivery of a positive drug test or other criminal offense will be reviewed and a determination made as to whether those will be pursued criminally.
6. The Deputy District Attorney will provide leadership and direction to ensure compliance with all statutory guidelines.
7. The Deputy District Attorney will participate in weekly meetings with the Alternative Sentencing Coordinator, Probation Officer and/or Plumas County Adult Substance Abuse Treatment Team, to review cases for upcoming court, and implement any changes or sanctions the Team deems necessary.
8. The Plumas County District Attorney's Office will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team and Board.

Alternative Sentencing Coordinator:

1. The Coordinator will assist the Plumas County Substance Abuse Treatment Team with the monitoring and evaluation of Substance Abuse Treatment Court when appropriate.
2. The Coordinator will serve as the fiscal officer and will be responsible for the submission of all reports. The Coordinator will assist in seeking funding sources, respond to grant applications, implement and monitor grant funds and provide fiscal, narrative and statistical information as required by the funding source to ensure the ongoing operation of the Plumas County Adult Substance Abuse Treatment Court Program.
3. The Coordinator will be responsible for the preparation of an annual report to include number of participants, graduates, recidivism rates, changes in the Program, etc.
4. The Coordinator will actively represent the Plumas County Adult Substance Abuse Treatment Court Program in the community and appear before governmental agencies, public commissions, legislative hearings, public forums and the media.

5. The Coordinator will coordinate educational, vocational and collateral services as needed for both Plumas County Adult Substance Abuse Treatment Team members and participants.
6. The Coordinate will conduct monthly quality assurance activities, including chart audits
7. The Coordinator will assist in training volunteers and staff, as needed.
8. The Coordinator will assist in event coordination, planning and implementation, as indicated.
9. The coordinator will assist with marketing campaigns for promotion/recruitment.
10. The Coordinator will conduct reviews for appropriate utilization of services from admission through discharge. Evaluate patient satisfaction and quality of care provided by the Plumas County Adult Substance Abuse Treatment Court Program.
11. The Coordinator shall utilize an integrated network for collecting data and reporting on participants in the Plumas County Substance Abuse Treatment Court Treatment Program.
12. The Coordinator will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team and Board and shall be nominated and/or approved as the Coordinator by the board each calendar year.

Signature _____	Date _____
Signature _____	Date _____
Signature _____	Date _____

Public Defender:

1. In Plumas County, attorneys are appointed to represent criminal defendants under the current contract between Plumas County and those private contract attorneys.
2. The Public Defender contract attorney who has been appointed by the Court to represent a participant in the Drug Court Program or a defendant, who is being considered as a potential participant in the Drug Court Program, will represent the participant during the time he or she is involved in the Drug Court Program.
3. The Public Defendant contract attorney appointed to represent a participant or potential participant shall advise such person as to the nature and purpose of the Plumas County Adult Drug Court Program, the rules governing participation, the consequences of abiding or failing to abide by the rules, and how participating or not participating in the Program will affect their respective legal interests.
4. The Public Defender contract attorneys will assist in identifying potential participants using the Plumas County Drug Court eligibility requirements. The Public Defender contract attorneys will collaborate with the Court and the District Attorney to identify and recommend potential participants for the Plumas County Adult Drug Court.
5. If a participant is still represented by a Public Defender contract attorney and that participant has a serious violation or new criminal charge, the Public Defender appointed

to represent that participant will advise the participant of his or her legal rights regarding that violation or criminal charge and also advocate for that participant in the Plumas County Adult Drug Court Treatment Team.

6. The Public Defender contract attorney will provide leadership and direction to insure compliance with all legal and statutory guidelines.
7. The Public Defender contract attorney shall review a participant's respective progress in treatment and advocate appropriately when that participant is facing sanctions for non-compliance, early termination from the program, or at the time of disposition should the participant be terminated from the Plumas County Adult Drug Court Program.
8. The Public Defender contract attorney will participate in regular meetings regarding his or her assigned client with the Drug Court Coordinator, Probation Officer, District Attorney, and Drug Court Treatment Team to review cases on calendar and discuss any modifications to treatment or sanctions that may be deemed necessary.
9. One of the Public Defender contract attorneys will participate as a member of the Plumas County Drug Court Treatment Team and Board.

Signature _____

Date _____

Plumas County Probation Office and Probation Officer :

1. The Plumas County Probation Office will provide daily supervision to the Plumas County Adult Substance Abuse Treatment Court Program caseload through the grant-funded employment of an Intensive Supervision Probation Officer.
2. The Plumas County Probation Office will provide suitable office space, furnishings and support, as needed, to the Plumas County Substance Abuse Treatment Court Probation Officer.
3. The Probation Officer will provide supervision of Participants which includes but not limited to: random drug testing, field and home visits, coordinating with treatment provider and other community based programs.
4. The Probation Officer will provide progress reports for the Substance Abuse Treatment Team, which may include the Participant's top three criminogenic needs assessment results, drug tests results, results from field and home visits and recommendations.
5. The Probation Officer will participate in regular case review/staffing with the Plumas County Adult Substance Abuse Treatment Team members.
6. The Probation Officer will assist in the assessment for referrals of suitability for the Plumas County Substance Abuse Treatment Program.
7. The Plumas County Probation Office will provide observed drug testing on-site as necessary and will provide supportive documentation of the test results to the Substance Abuse Treatment Team.

8. The Probation Officer will be involved in all treatment stages with the Participants by having regular contact with the treatment provider and advocating for prompt incentives and sanctions in response to Participant's behavior in program.
9. The Probation Officer will assist the Coordinator by providing statistical information in regards to supervision.

Signature _____

Date _____

Signature _____

Date _____

Substance Abuse Treatment Provider:

1. The Substance Abuse Treatment Provider will conduct a clinical assessment with potential participants to determine severity of alcohol and drug abuse, alcohol and drug-related problems, and readiness for treatment, educational needs, vocational assessment, medical assessment, legal assessment and screen for mental health issues using a research based assessment tool.
2. The Substance Abuse Treatment Provider will establish treatment level(s) and develop Individualized Treatment Plan(s) for all Program Participants.
3. The Substance Abuse Treatment Provider will provide a comprehensive drug treatment program, consisting primarily of intensive out-patient treatment, which focuses on a bio-psycho-social approach to recovery.
4. The Substance Abuse Treatment Provider will provide individual counseling to Plumas County Substance Abuse Treatment Court participants as needed/recommended.
5. The Substance Abuse Treatment Provider will provide group counseling to Plumas County Substance Abuse Treatment Court participants as needed/recommended.
6. The Substance Abuse Treatment Provider will make recommendations to the Court for placement in a specified program(s).
7. The Substance Abuse Treatment Provider will provide the Plumas County Adult Substance Abuse Treatment Team with a weekly progress report on each participant, in a manner acceptable to the Court.
8. The Substance Abuse Treatment Provider will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team, including attendance and participation in weekly case review/staffing.

Signature _____

Date _____

Plumas County Sherriff's Office:

1. The Plumas County Sherriff's Office will assist in processing Substance Abuse Treatment Court eligible participants in the Program quickly, by providing police reports

and analysis of narcotic evidence in a timely manner to the Plumas County District Attorney's Office.

2. The Plumas County Sherriff's Office will provide a private room in which the Treatment Provider can conduct clinical assessments, while a potential participant is incarcerated.
3. The Plumas County Sherriff's Office will transport those participants, who are incarcerated, to Substance Abuse Treatment Court hearings.
4. The Plumas County Sherriff's Department will assist the Plumas County Probation Department and Officer with supervision, including home visits when needed.
5. The Plumas County Sherriff's Department will agree not to use any statements or information obtained from the participant for purpose of diagnosis, treatment or referral for treatment, to initiate or substantiate any criminal investigations against the participant, with the exception of those circumstances allowed under applicable State and Federal Law.
6. The Plumas County Sherriff's Department will assist the Probation Officer with drug screens as necessary. They will also assist in job checks, record searches, bailiff's services, and searches of residences, vehicles, and work places of clients and generally support the Plumas County Adult Substance Abuse Treatment Team as requested by the Court, Probation Officer, and/or Board.
7. The Plumas County Sherriff's Department will aggressively and immediately, serve bench warrants for participants who have violated their agreements.
9. The Plumas County Sherriff's Department will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team, including attendance and participation in case review/staffing as needed.

Signature _____

Date _____

Plumas County Department of Social Services, Social Services Caseworker:

1. The Plumas County Department of Social Services shall appoint a representative/caseworker to serve on the Plumas County Adult Substance Abuse Treatment Team.
2. The Plumas County Department of Social Services representative/caseworker will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team, including attendance and participation in case reviews/staffing as needed.
3. The Plumas County Department of Social Services will assist participants with filling out paperwork and receiving services offered by the Department for which they are eligible.
4. In addition, the Plumas County Department of Social Services will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team.

Signature _____

Date _____

Signature _____

Date _____

Plumas County Mental Health Department, Mental Health Therapist:

1. The Plumas County Mental Health Department shall appoint a Mental Health Therapist to serve on the Plumas County Adult Substance Abuse Treatment Team.
2. The Plumas County Mental Health Therapist will conduct a clinical assessment with potential participants to determine severity of alcohol and drug abuse as well as mental health illness, and readiness for treatment, using a research based assessment tool, as deemed necessary by the Plumas County Adult Substance Abuse Treatment Team.
3. The Plumas County Mental Health Department, Mental Health Therapist will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team, including attendance and participation in case reviews/staffing as needed.
4. The Plumas County Mental Health Therapist will establish treatment level(s) and develop Individualized Treatment Plan(s) for all Program Participants in need of Mental Health services.
5. The Plumas County Mental Health Therapist will provide the Plumas County Adult Substance Abuse Treatment Team with a weekly progress report on each participant, in a manner acceptable to the Court.
6. In addition, the Plumas County Mental Health Department will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team.

Signature _____ Date _____

Signature _____ Date _____

Plumas County Adult Substance Abuse Treatment Team

All parties agree to continue to be represented in this group. This group will be responsible for modifying and amending this Agreement. They will address problems and issues as identified and develop policy and Plumas County Adult Substance Abuse Treatment Court modifications.

Agreement Modifications

Any individual Agency wishing to amend/modify this Agreement will notify the Plumas County Adult Substance Abuse Treatment Team. The Team will decide the issues by consensus.

Termination Agreement

Individual Agencies contemplating termination of their participation in the Agreement shall first notify the Plumas County Adult Substance Abuse Treatment Team of their concern. The Team will attempt to resolve the problem to ensure continuation of the Plumas County Adult Drug Court. If unable to resolve the problem, the individual Agency or Department can exercise its right to terminate this Agreement by notifying all other Agencies in writing a minimum of ninety (90) days prior to such termination.

IN WITNESS THEREOF, the parties have cause their duly authorized representative to execute this Agreement.

Memorandum of Understanding
Plumas County Substance Abuse Treatment Team

Plumas County Mental Health Department, Mental Health Therapist:

1. The Plumas County Mental Health Department shall appoint a Mental Health Therapist to serve on the Plumas County Adult Substance Abuse Treatment Team.
2. The Plumas County Mental Health Therapist will conduct a clinical assessment with potential participants to determine severity of alcohol and drug abuse as well as mental health illness, and readiness for treatment, using a research based assessment tool, as deemed necessary by the Plumas County Adult Substance Abuse Treatment Team.
3. The Plumas County Mental Health Department, Mental Health Therapist will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team, including attendance and participation in case reviews/staffing as needed.
4. The Plumas County Mental Health Therapist will establish treatment level(s) and develop Individualized Treatment Plan(s) for all Program Participants in need of Mental Health services.
5. The Plumas County Mental Health Therapist will provide the Plumas County Adult Substance Abuse Treatment Team with a weekly progress report on each participant, in a manner acceptable to the Court.
6. In addition, the Plumas County Mental Health Department will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team.

Signature _____ Date _____

Signature _____ Date _____

Plumas County Adult Substance Abuse Treatment Team

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IN WITNESS THEREOF, the parties have cause their duly authorized representative to execute this Agreement.

Memorandum of Understanding
Plumas County Substance Abuse Treatment Team

Plumas County Mental Health Department, Mental Health Therapist:

1. The Plumas County Mental Health Department shall appoint a Mental Health Therapist to serve on the Plumas County Adult Substance Abuse Treatment Team.
2. The Plumas County Mental Health Therapist will conduct a clinical assessment with potential participants as referred by the Substance Abuse Treatment Team to determine severity the presence of alcohol and drug abuse as well as mental health illness, and readiness for treatment. This assessment shall be made using a research based assessment tool, as deemed necessary by the Plumas County Adult Substance Abuse Treatment Team.
3. The Plumas County Mental Health Department, Mental Health Therapist will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team, including attendance and participation in case reviews/staffing as needed.
4. ~~The~~ If there is a presence of mental illness, the Plumas County Mental Health Therapist will ~~establish~~ determine the severity of the mental illness (mild, moderate, or severe) and will provide treatment level(s) and develop Individualized Treatment Plan(s) for all Program Participants in need of Mental Health services recommendations and/or referrals based upon that determination.
5. The Plumas County Mental Health Therapist will provide the Plumas County Adult Substance Abuse Treatment Team with a weekly periodic progress report on each participant, in a manner acceptable to reports consistent with the treatment plan and the needs of the Court.
6. In addition, the Plumas County Mental Health Department will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team.

Signature _____ Date _____

Signature _____ Date _____

Plumas County Adult Substance Abuse Treatment Team

All parties agree to continue to be represented in this group. This group will be responsible for modifying and amending this Agreement. They will address problems and issues as identified and develop policy and Plumas County Adult Substance Abuse Treatment Court modifications.

Agreement Modifications

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Termination Agreement

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Memorandum of Understanding
Plumas County Substance Abuse Treatment Team

the problem, the individual Agency or Department can exercise its right to terminate this Agreement by
| notifying all other Agencies in writing a minimum of ~~ninety (90)~~thirty (30) days prior to such termination.

IN WITNESS THEREOF, the parties have cause their duly authorized representative to execute
this Agreement.

Plumas County Mental Health Department, Mental Health Therapist:

1. The Plumas County Mental Health Department shall appoint a Mental Health Therapist to serve on the Plumas County Adult Substance Abuse Treatment Team.
2. The Plumas County Mental Health Therapist will conduct a clinical assessment with potential participants as referred by the Substance Abuse Treatment Team to determine the presence of mental illness and readiness for treatment. This assessment shall be made using a research based assessment tool. Upon receipt of a referral, Plumas County Mental Health will initiate a call to the participant to make an appointment.
3. The Plumas County Mental Health Therapist will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team, including attendance and participation in case reviews/staffing as needed.
4. After determining the presence of mental illness, the Plumas County Mental Health Therapist will establish treatment level(s) and develop Individualized Treatment Plan(s) for all Program Participants in need of Mental Health services.
5. The Plumas County Mental Health Therapist will provide the Plumas County Adult Substance Abuse Treatment Team with periodic progress reports consistent with the treatment plan and the needs of the Court.
6. In addition, the Plumas County Mental Health Department will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team.

Signature _____ Date _____

Signature _____ Date _____

Plumas County Adult Substance Abuse Treatment Team

All parties agree to continue to be represented in this group. This group will be responsible for modifying and amending this Agreement. They will address problems and issues as identified and develop policy and Plumas County Adult Substance Abuse Treatment Court modifications.

Agreement Modifications

Any individual Agency wishing to amend/modify this Agreement will notify the Plumas County Adult Substance Abuse Treatment Team. The Team will decide the issues by consensus.

Termination Agreement

Individual Agencies contemplating termination of their participation in the Agreement shall first notify the Plumas County Adult Substance Abuse Treatment Team of their concern. The Team will attempt to resolve the problem to ensure continuation of the Plumas County Adult Drug Court. If unable to resolve the problem, the individual Agency or Department can exercise its right to terminate this Agreement by notifying all other Agencies in writing a minimum of ninety (90) days prior to such termination.

IN WITNESS THEREOF, the parties have cause their duly authorized representative to execute this Agreement.

This condition effectively makes Mental Health's participation in Drug Court arbitrary. Mental Health can, unilaterally and on any given day, decide whether they have resources available and decide not to provide services. This is the same organization and the same leadership who has/have a demonstrated track record of underserving this population. While I appreciate the fact Mental Health has limited resources, we all have limited resources. Mental Health, unfortunately, is the only department to suggest a willingness not to meet their obligation to serve the public.

Plumas County Mental Health Department, Mental Health Therapist:

Subject to available staffing and an equitable distribution of mental health resources across various population segments, Plumas County Mental Health (PCMH) agrees to the following:

Comment [PL1]: PCMH has limited resources.

1. The Plumas County Mental Health Department shall appoint a Mental Health Therapist to serve on the Plumas County Adult Substance Abuse Treatment Team.
2. The Plumas County Mental Health Therapist will conduct a clinical assessment with potential participants to determine whether there is a presence of mental illness, and readiness for treatment, using a research based assessment tool, as mutually agreed to by PCMH and the Plumas County Adult Substance Abuse Treatment Team.
3. The Plumas County Mental Health Department, Mental Health Therapist will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team, including attendance and participation in case reviews/staffing as needed.
4. The Plumas County Mental Health Therapist will establish medical necessity consistent with MediCal criteria (as a determination of the need for services), treatment level(s) and develop Individualized Treatment Plan(s) for all Program Participants in need of Mental Health services.
5. The Plumas County Mental Health Therapist will provide the Plumas County Adult Substance Abuse Treatment Team with a weekly progress report on each participant, in a manner that is mutually acceptable to the Court and PCMH

The "mutual agreement" clause allows Mental Health to continue their failed policy of not treating an individual's mental health needs until the substance abuse issue is resolved.

Mental Health is a SERVICE PROVIDER. The idea a service provider puts itself on par with the court in a Drug Court setting and can provide documentation of its services when they deem acceptable is absurd.

6. In addition, the Plumas County Mental Health Department will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team.

Comment [PL2]: This section moved to P.3 under Alternative Sentencing Coordinator.

Signature _____ Date _____

Signature _____ Date _____

It is startling, after receipt of the Kemper Report, Mental Health would make a concerted effort to provide less services to any population in Plumas County – yet that is exactly what Mental Health intends to do with these suggested changes. I will not agree to the changes suggested by Mental Health as they do not serve the public or in any way forward the mission of Drug Court. I suspect most, if not all, other stakeholders agree. Mental Health continually ignores their role as a public servant – these suggestions are simply the latest concrete example. Whether Mental Health signs the Drug Court MOU or not, it is abundantly clear that department refuses to meet its responsibility to the public and, in the case of the criminal justice system, the time has come to work around the Mental Health department and the obstacles it creates.

Signature _____ Date _____

Signature _____ Date _____

Plumas County Mental Health Department, Mental Health Therapist:

Subject to available staffing and an equitable distribution of mental health resources across various population segments, Plumas County Mental Health (PCMH) agrees to the following:

1. The Plumas County Mental Health Department shall appoint a Mental Health Therapist to serve on the Plumas County Adult Substance Abuse Treatment Team.
2. The Plumas County Mental Health Therapist will conduct a clinical assessment with potential participants to determine severity of alcohol and drug abuse as well as whether there is a presence of mental health illness, and readiness for treatment, using a research based assessment tool, as deemed necessary by mutually agreed to by PCMH and the Plumas County Adult Substance Abuse Treatment Team.
3. The Plumas County Mental Health Department, Mental Health Therapist will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team, including attendance and participation in case reviews/staffing as needed.
4. The Plumas County Mental Health Therapist will establish medical necessity consistent with MediCal criteria (as a determination of the need for services), treatment level(s) and develop Individualized Treatment Plan(s) for all Program Participants in need of Mental Health services.
5. The Plumas County Mental Health Therapist will provide the Plumas County Adult Substance Abuse Treatment Team with a weekly progress report on each participant, in a manner that is mutually acceptable to the Court and PCMH.
5. ~~The Alternative Sentencing Coordinator will, on an occasional basis as requested, provide PCMH with programmatic and outcome information and data both for individuals and at the aggregate level. This would include, but not be limited to information such as demographics, type(s) of crime, recidivism, and various measures of well-being.~~
6. In addition, the Plumas County Mental Health Department will participate as an active member of the Plumas County Adult Substance Abuse Treatment Team.

Signature _____ Date _____

Signature _____ Date _____

Plumas County Adult Substance Abuse Treatment Team

Memorandum of Understanding
Plumas County Substance Abuse Treatment Team

Comment [PL1]: PCMH has limited resources.

Comment [HD2R1]: This revision make participation by MH arbitrary based unilaterally on MH. MH can decide, at any time, they do not have enough resources and not participate. The same people now making this decision with regard to Drug Court are the same people who have demonstrated a track record of not providing services to this population

Comment [PL3]: AOD assessment is redundant; this service is covered by AOD.

Comment [HD4R3]: This revision creates the ability of MH not to treat Drug Ct participants with co-occurring disorders.

Comment [HD5]: This revision eliminates the responsibility of MH to treat Drug Ct participants who, for whatever reason, do not qualify for MediCal.

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Comment [PL6]: This section moved to P.3 under Alternative Sentencing Coordinator.

All parties agree to continue to be represented in this group. This group will be responsible for modifying and amending this Agreement. They will address problems and issues as identified and develop policy and Plumas County Adult Substance Abuse Treatment Court modifications.

Agreement Modifications

Any individual Agency wishing to amend/modify this Agreement will notify the Plumas County Adult Substance Abuse Treatment Team. The Team will decide the issues by consensus.

Termination Agreement

Individual Agencies contemplating termination of their participation in the Agreement shall first notify the Plumas County Adult Substance Abuse Treatment Team of their concern. The Team will attempt to resolve the problem to ensure continuation of the Plumas County Adult Drug Court. If unable to resolve the problem, the individual Agency or Department can exercise its right to terminate this Agreement by notifying all other Agencies in writing a minimum of ninety (90) days prior to such termination.

IN WITNESS THEREOF, the parties have cause their duly authorized representative to execute this Agreement.

Draft MEMORANDUM OF UNDERSTANDING

4c

FS Agreement No. _____
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING Between The PLUMAS COUNTY BOARD OF SUPERVISORS And The USDA, FOREST SERVICE PLUMAS NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Plumas County Board of Supervisors, hereinafter referred to as "County of Plumas," and the USDA, Forest Service, Plumas National Forest, hereinafter referred to as the "U.S. Forest Service."

Background: The Plumas National Forest has a goal to increase the pace and scale of Fire Restoration Activities on National Forest System lands from 2015 through 2019. The Plumas National Forest has a potential of providing 270 jobs over the next three years due to the magnitude of restoration projects planned. The Plumas National Forest leadership has a vision to help create local jobs for residents. This work has the ability and potential to create 3085 direct, indirect and induced jobs into the community due to the investments made with the Fire Restoration Program. The county's timber sector is down to 28 businesses and in 2011 there were 434 jobs associated with the timber industry. The timber associated industries are 12% of the employment in the county. The value of the timber industry to the local economy is the foundation to other businesses to grow and prosper. Plumas County's overall poverty level is reflective of the U.S. For example, in Plumas County 49% of Native Americans, 30% African Americans and 13% white live in poverty in Plumas County. The unemployment rate in early 2014 was at 14% in Plumas County.

Title:

PURPOSE: The purpose of this MOU is to document the cooperation between the National Forest and Plumas County to accomplish benefits to the National Forest by supporting an existing job training/development program and create meaningful on the job work experience for trainees in accordance with 72.11, 1 and 2, FSH 1509.11 Chapter 70 and the following provisions.

I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Plumas National Forest is responsible for managing National Forest lands and the restoration of these lands. The Plumas National Forest has been asked to increase the pace and scale of the Fire Restoration Program from 2014 through 2019. This is an opportunity for the Plumas National Forest to develop a future workforce of people who are interested in working on the forest. The Plumas National Forest is an Equal

Draft MEMORANDUM OF UNDERSTANDING

Opportunity Employer and wants to insure diversity of the organization as well as bringing jobs to the county.

The Plumas County Board of Supervisors has an interest in the economic health and economic resiliency of the local economy. The Plumas County Board of Supervisors is supportive of creating jobs in the county so migration of the labor force does not occur and the county remains vibrant. A goal of the Plumas County Board of Supervisors is to help those under employed, unemployed or at risk youth who have little opportunity for growth.

In consideration of the above premises, the parties agree as follows:

II. PLUMAS COUNTY SHALL:

- A. Plumas County is committed to developing and training new employees to the labor force in the county Outreach to the under-employed, unemployed, new to labor force, disadvantaged and under-utilized youth..
- B. Plumas County will coordinate the training of labor crews.
- C. Plumas County, in cooperation with Plumas National Forest staff, will provide facilities for the training of businesses and operators on how to participate in IDIQ contracts.
- D. Plumas County will create a list to match primary contractors with local subcontractors who may not qualify to the IDIQ.
- E. Plumas County will assist in development of the Request for Proposals for each project identified by the Plumas National Forest to assist with outreach.
- F. Plumas County will maintain a list of subcontractors available for construction work who can work for certified businesses on the IDIQ.

III. THE U.S. FOREST SERVICE SHALL:

- A. The Plumas National Forest will commit to outreach to local businesses and labor force as much as practical.
- B. The Plumas National Forest will provide a list of fire restoration projects.
- C. The Plumas National Forest will host a workshop soliciting interested contractors that are not on the IDIQ list for the purpose of introduction to the process and assistance in streamlining the application process.
- D. The Plumas National Forest has a few distinct types of Fire Restoration work; heavy equipment needs and forest labor.
- E. The Plumas National Forest would like to utilize idle equipment in the county and the under employed local residents with operator skills.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A.

Draft MEMORANDUM OF UNDERSTANDING

- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Elaine Vercruysse Address: 169 Lawrence Street City, State, Zip: Quincy, CA 95971 Telephone: 530-283-7744 FAX: Email: evercruysse@fs.fed.us	Name: Robin Bryant Address: 631 Coyote Street City, State, Zip: Nevada City, CA 95959 Telephone: 530 478-6127 FAX: Email: rbryant@fs.fed.us

- C. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Plumas County is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Plumas County, at Plumas County's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or Plumas County from participating in similar activities with other public or private agencies, organizations, and individuals.

Draft MEMORANDUM OF UNDERSTANDING

E. ENDORSEMENT. Any of Plumas County's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of **Error! Reference source not found.**'s products or activities.

F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable laws

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Plumas County to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

Draft MEMORANDUM OF UNDERSTANDING

- J. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- K. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Plumas County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- " of the U.S. Forest Service, Department of Agriculture, ."
- Plumas County may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Plumas County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Plumas County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Plumas County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

Draft MEMORANDUM OF UNDERSTANDING

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- N. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- O. DEBARMENT AND SUSPENSION. Plumas County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Plumas County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- P. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through _____ at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

_____, Chair, Board of Supervisors
County of Plumas

Date

EARL W. FORD, Forest Supervisor
U.S. Forest Service, Plumas National Forest

Date

Draft MEMORANDUM OF UNDERSTANDING

The authority and format of this agreement has been reviewed and approved for signature.

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5

January 6, 2015

Dr. Jonathan Kusel, Executive Director
Sierra Institute
P.O. Box 11
Taylorsville, California 95983

Re: Letter of Support for the Crescent Mills Combined Heat and Power Facility

Dear Mr. Kusel:

The Plumas County Board of Supervisors supports the proposed innovative biomass-fired Combined Heat and Power (CHP) District Energy system located at the Plumas County Health and Human Service facility. The Board believes the construction and operation of this facility will benefit Plumas County residents in multiple ways and offer a solution for several challenges currently facing the county.

Developing a CHP and District Energy facility that supplies electricity and thermal energy to multiple facilities will simultaneously eliminate the need for an inefficient electric boiler at the Plumas Health and Human Services building, eliminate multiple propane-fired heaters at the Feather River College Dormitories, maximize the efficiency of existing and planned heat pumps at both facilities by connecting the two facilities via a common district heating loop, and offset the total electric demand of both facilities by generating 60 kW of clean renewable power from biomass. Once implemented this facility will not only reduce demand on PG&E's grid, but will also save Plumas County significant money.

Rural Plumas County was hit particularly hard by the recent economic recession and associated downturn in the housing market. Developing a CHP and District Energy plant at the Health and Human Services facility will bring both temporary construction jobs and new long-term employment opportunities to the region. Additionally, stronger demand for forest biomass will help strengthen the local forestry industry, a major economic driver in Plumas County.

As a rural, forested community, Plumas County is continually at risk of being impacted by severe wildfires. Plumas County Fire Safe Council works hard to mitigate this risk, but PC FSC's efforts to thin forested communities in the wildland urban interface are often hampered by a lack of markets for forest biomass. Developing a 60 kW CHP facility is the first step towards increasing demand for wood chips and helping PC FSC protect vulnerable communities within the WUI.

The Sierra Institute for Community and Environment has been working to increase biomass utilization in Plumas County for more than three years. Throughout this time Sierra Institute staff have repeatedly met with and presented various components of this proposed facility to the Board. Accordingly, Board Members and other Plumas County stakeholders have had opportunity to comment on and influence this project as it progressed from planning to implementation. The Board has enjoyed this opportunity to collaborate on the project and believes that efforts to increase biomass utilization align well with the new County General Plan.

The Board believes this project will not only provide significant benefits to PG&E ratepayers, but will also serve as a prototype for similar efforts in other forested communities in California IOU territory. We strongly urge support for this project.

Sincerely,

Kevin Goss, Chair
Plumas County Board of Supervisors

441,2



To: RCRC Board of Directors
RCRC Alternates
RCRC CAO's
RCRC Clerks of the Board

From: Greg Norton
President & CEO

Date: December 9, 2014

Re: Designation of RCRC and CHF Delegates and Alternates -
ACTION REQUIRED

The first RCRC Board Meeting of 2015 will be held on **January 21st** in Sacramento. Annually, RCRC and its affiliate joint powers authority - California Home Finance Authority (CHF) - require confirmation of each member county's Delegate and Alternate. In prior years, typically the county supervisor appointed as the RCRC Delegate and Alternate have also held the same position on the CHF Board of Directors.

Upon the official determination by the county, please provide confirmation of your county's election/appointment. Please forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to sbolnik@rcrcnet.org, faxed to (916) 431-0101 and/or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Sarah Bolnik

Please do not hesitate to contact me at gnorton@rcrcnet.org or Patricia Megason, RCRC Executive Vice President, at pmegason@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Attachments

- RCRC Designation Form
- CHF Designation Form

Designation of 2015 Delegate and Alternate Supervisors for the
Rural County Representatives of California (RCRC) Board of Directors

Date: _____

County: _____

Delegate: Supervisor _____

Alternate: Supervisor _____

Authorization:

**Designation of 2015 Delegate and Alternate Supervisors for
California Home Finance Authority (CHF) Board of Directors**

Date: _____

County: _____

Delegate: Supervisor _____

Alternate: Supervisor _____

Authorization:

4HB



To: RCRC Board of Directors
RCRC Alternates
RCRC CAO's
RCRC Clerks of the Board

From: Greg Norton
President & CEO

Date: December 9, 2014

Re: Designation of ESJPA Delegates and Alternates
ACTION REQUIRED

The first ESJPA Board Meeting of 2015 will be held on **March 19th** in Sacramento. Please complete the attached designation form specifying the official Delegate and Alternate for your county.

Upon the official determination by the county, please provide confirmation of your county's election/appointment. Please forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to sbolnik@rcrcnet.org, faxed to (916) 431-0101 and/or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Sarah Bolnik

Please note that the ESJPA bylaws require that a supervisor be the Delegate. Alternates are generally a staff member who is in charge of solid waste/recycling programs for the county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

Additionally, please note that all Delegates and Alternates will be required to comply with the ESJPA conflict of interest code and file a Form 700.

Please do not hesitate to contact me at gnorton@rcrcnet.org or Mary Pitto, ESJPA Program Manager, at mpitto@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Attachments

- ESJPA Designation Form

Designation of 2015 Delegate and Alternates for the
Rural Counties' Environmental Services Joint Powers Authority (ESJPA)
Board of Directors

Date: _____

County: _____

Delegate: Supervisor _____

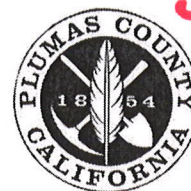
1st Alternate: _____

2nd Alternate: _____

**An Alternate is generally a staff member who is in charge of solid waste /recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's conflict of interest code and file a Form 700.*

Authorization:

5B



Plumas County Department of Information Technology

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

David M. Preston
Information Systems Manager

DATE: January 6, 2015
TO: Honorable Board of Supervisors
FROM: Dave Preston, Information Systems Manager

SUBJECT: **AGENDA ITEM FOR THE MEETING OF JANUARY 6, 2015 RE:
APPROVAL TO FILL 1.0 FTE (Office Automation Specialist).**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval for I.T. Manger to fill 1.0 FTE (Office Automation Specialist) position.

5c

RESOLUTION 2015-_____

A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK-RECORDER,
REGISTRAR OF VOTERS, TO CONDUCT ALL
FEDERAL, STATE AND LOCAL ELECTIONS IN THE YEAR 2015.

BE IT RESOLVED that the Plumas County Board of Supervisors hereby authorizes Kathy Williams, Plumas County Clerk-Recorder, Registrar of Voters, to conduct all federal, state and local elections throughout the calendar year 2015, as may be required or requested of said office, to appoint all election officers, secure polling centers and perform all election related duties as necessary, and

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to canvass all election returns, certifying the results to the Plumas County Board of Supervisors at a regular meeting of said Board, and,

BE IT FURTHER RESOLVED that pursuant to Elections Code Section 13307, a Candidate's Statement of Qualifications to be included with the Sample Ballot shall not exceed 200 words; with printing and mailing costs to be paid by the candidate or jurisdiction, and,

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to submit a statement to any of the governmental jurisdictions for which costs for any election services provided are incurred.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 6th day of January, 2015 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair of the Board of Supervisors

ATTEST:

Nancy L. DaForno,
Clerk to the Board




GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

501

Memorandum

DATE: December 17, 2014
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of January 6, 2014

It is recommended that the Board:

Approve contract #PCSO00097 between the Plumas County Sheriff's Office (PCSO) and the Department of Justice (DOJ), Bureau of Criminal Identification & Information (BCII) in the amount of \$40,000 and authorize the Sheriff to sign.

Background and Discussion:

The term of this contract is 01/01/15-12/31/15. This purpose of this agreement with the DOJ is to submit fingerprint images and related information electronically and having DOJ provide PCSO with DOJ and FBI Criminal Offender Record Information (CORI). PCSO will be billed for live scan fingerprint submissions monthly and payments will be made to DOJ under this agreement.

County Counsel has reviewed and approved this agreement.

AGREEMENT NUMBER PCSO00097
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Business/Entity named below:

BUSINESS/ENTITY NAME

COUNTY OF PLUMAS, a political subdivision of the State of California

CONTRACTOR'S NAME

DEPARTMENT OF JUSTICE (DOJ)

2. The term of this Agreement is: 01/01/2015 through 12/31/2015
3. The maximum amount of this Agreement is: \$40,000.00
Forty Thousand Dollars And Zero Cents
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 pages

Exhibit B – Invoicing and Payment Provisions 2 pages

Exhibit C* – General Terms and Conditions page(s)

Check mark one item below as Exhibit D:

- ☐ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) page(s)
- ☐ Exhibit - D Special Terms and Conditions

Exhibit E – Additional Provisions

Stephen S. Nard, Deputy 12/22/14
COUNTY COUNSEL page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

DEPARTMENT OF JUSTICE (DOJ)

BY (Authorized Signature)

David Harper

DATE SIGNED (Do not type)

11-20-14

PRINTED NAME AND TITLE OF PERSON SIGNING

DAVID HARPER, ASST. DIRECTOR, DIVISION OF ADMINISTRATIVE SUPPORT.

ADDRESS

1300 I STREET, ROOM 810
SACRAMENTO, CA 95814

BUSINESS/ENTITY

BUSINESS/ENTITY NAME

COUNTY OF PLUMAS (PCSO)

BY (Authorized Signature)

Greg Hagwood

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

GREG HAGWOOD, PLUMAS COUNTY SHERIFF

ADDRESS

1400 E. MAIN STREET
QUINCY, CA 95971

California Department of Justice
Use Only

EXHIBIT A

SCOPE OF WORK

The County of Plumas, hereinafter referred to as PCSO and the Department of Justice, hereinafter referred to as DOJ, hereby enter into this agreement for the purpose of submitting fingerprint images and related information electronically and having the DOJ provide the PCSO with DOJ and FBI Criminal Offender Record Information (CORI).

1. DOJ Responsibilities:

- A. The DOJ is responsible to receive and process the PCSO CORI requests via electronic submissions. The DOJ shall provide the PCSO with the following information when the DOJ receives and processes CORI requests submitted by PCSO, for PCSO:

☒ DOJ CORI or a no record response and (if authorized) subsequent arrest notifications
☒ FBI CORI or a no record response for initial submissions (as applicable)
☒ Child Abuse Central Index (CACI - as applicable)
☒ Peace Officer Carry Concealed Weapon (CCW - as applicable)
☒ Other _____

- B. The DOJ is responsible to receive and process CORI requests submitted by PCSO on behalf of an applicant and/or an applicant agency. The DOJ shall provide the applicant and/or the applicant agency with the CORI requested and submitted through PCSO.

2. The PCSO Responsibilities:

- A. The PCSO will request CORI electronically. The PCSO is statutorily authorized to request and receive CORI under ORI Number CA0320000. Accordingly, the DOJ will deal exclusively with the PCSO for all issues associated with these responses.
- B. The PCSO agrees to maintain the confidentiality of all information submitted to the DOJ and of all DOJ and FBI no record responses or CORI received from the DOJ. The PCSO, any official or employee of the PCSO, shall not divulge any State or Federal level CORI information provided by the DOJ, except upon written authorization of the DOJ.
- C. The PCSO, if operating a live scan device, will also be responsible for payment if their live scan operator fails to input a billing/customer account number or inputs an incorrect billing/customer account number and/or applicant agency information, and the DOJ cannot determine which agency should be billed for the transaction.

3. The contact representatives during the term of this agreement will be:

Program Inquiries:

Requesting Agency: COUNTY OF PLUMAS (PCSO) Livescan Account	Providing Agency: DEPARTMENT OF JUSTICE (DOJ) BCIA – Applicant Program
Name: Roni Towery	Name: Madelyn Childs
Address: 1400 E. Main Street Quincy, CA 95971	Address: 4949 Broadway, Rm. H127 Sacramento, CA 95820
Phone: (530) 283-6396	Phone: (916) 227-3263
FAX: (530) 283-6344	FAX: (916) 227-5037
E-Mail: ronitowery@countyofplumas.com	E-Mail: madelyn.childs@doj.ca.gov

Contract inquiries:

Requesting Agency: COUNTY OF PLUMAS (PCSO) Livescan Account	Providing Agency: DEPARTMENT OF JUSTICE (DOJ) CJIS/OSP – Electronic Billing Unit
Name: Roni Towery	Name: Yvonne F.R. Muñoz
Address: 1400 E. Main Street Quincy, CA 95971	Address: 4949 Broadway, Rm. C217 Sacramento, CA 95820
Phone: (530) 283-6396	Phone: (916) 227-1351
FAX: (530) 283-6344	FAX: (916) 227-1149
E-Mail: ronitowery@countyofplumas.com	E-Mail: yvonne.munoz@doj.ca.gov

4. Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.
5. This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this agreement (Government Code Section 8546.7).

This agreement shall be governed by the laws of the State of California and shall be interpreted according to California law.

EXHIBIT B**Invoicing and Payment Provisions****Invoicing**

Under the provisions of Penal Code section 11105, the DOJ is authorized to charge agencies requesting CORI a fee sufficient to cover the cost of processing. It is understood that CORI requests will be processed by the DOJ at the rates established by State and Federal agencies. These rates are subject to change with 30 days written notice.

Current CORI costs and related fees:

State Level Response	\$32	X	CORI submissions specific to the PCSO, as delineated in paragraph 1. A. of Exhibit A, are indicated here with an X.
Federal Level Response	\$17	X	
Federal Level Response (Volunteer)	\$15		
California Child Abuse Index (CACI)	\$15	X	
Trustline CACI	\$15		
Adoption CACI	\$15		
Peace Officer Carry Concealed Weapon (CCW)	\$19	X	
Employment CCW	\$22	X	
Private Patrol/Security Guard CCW	\$38		
Standard CCW	\$44	X	
Judge CCW	\$66	X	
Reserve/Custodial Peace Officer CCW	\$88	X	
Fingerprint Roller Certification	\$25		
DOJ Fingerprint Rolling Fee	\$10		
Record Review	\$25		
DSS Fee	\$10		
CS DSS Fee	\$20		

The PCSO agrees to compensate the DOJ for services rendered upon receipt of the DOJ invoice. All invoices will state the services provided, the time period covered, the contract number, and the billing/customer account number, 120112, with a tear-off bottom that must be returned with payment. The PCSO is responsible for the use of its billing/customer account number. All costs associated to the billing/customer account number will be the responsibility of the PCSO, and reflected on the DOJ invoice. The total amount payable for each invoice shall not exceed the sum of the costs for each CORI request submitted for the period covered by the invoice excluding corrections, other changes, or amounts overdue.

The DOJ will mail invoices to the following address:

Plumas County Sheriff's Office
ATTN: Roni Towery
1400 E. Main Street
Quincy, CA 95971

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the business/entity shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this agreement and the Contractor shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the business/entity shall have the option to either cancel this agreement with no liability occurring to the business/entity, or offer an agreement amendment to the Contractor to reflect the reduced amount.

Prompt Payment Clause

This is an agreement to pay the processing fees associated to the transmission of electronic criminal offender record information requests, including fees incurred by duplicate transmissions or other errors on the part of the PCSO or its representative(s).

The PCSO agrees to compensate the DOJ monthly, in arrears, upon receipt of an invoice, computed in accordance with the State Administrative Manual Section 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article I, Chapter 3, Part 1, Division 3, Title 2, of the Government Code.




GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

502

Memorandum

DATE: December 17, 2014
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of January 6, 2014

It is recommended that the Board:

Approve and sign contract #PCSO00070 between the Plumas County Sheriff's Office (PCSO) and Sierra Electronics in the amount of \$350,000.

Background and Discussion:

The term of this contract is 01/01/15 – 12/31/15. This purpose of this agreement with Sierra Electronics is for maintenance and repair of radios and communication equipment.

Agreement has been approved as to form by County Counsel.

Services Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed three hundred and fifty thousand and 00/100 Dollars (\$350,000.00).
3. Term. The term of this agreement shall be from January 1, 2015 through December 31, 2015, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the

indemnification terms of this Agreement; and

- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement and Contractor shall verify subcontractor's compliance.

- 10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
- 11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
- 12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
- 13. Non-discrimination. Contractor agrees not to discriminate in the provision of service

SM

County Initials

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Contractor Initials

W

under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Sierra Electronics
690 East Glendale Ave., Suite 9B
Sparks, NV 89431
Attention: Contracts Manager

SM County Initials

Contractor Initials W

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
25. Equipment Maintenance Agreement. The Equipment Maintenance Agreement attached as Exhibit A is incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the terms of Exhibit A, the terms of this Agreement shall prevail.

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

CONTRACTOR:

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

By: Jarrel L. Walton
Name: Jarrel L. Walton
Title: President/GM
Date signed: 11/26/14

By: Donna L. Walton
Name: Donna L. Walton
Title: Secretary
Date signed: 11-26-14

COUNTY:

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

By: _____
Name: _____
Title: Chair, Board of Supervisors
Date signed: _____

APPROVED AS TO FORM:

Plumas County Counsel
By: Stephen L. Mansell
Stephen L. Mansell
Deputy County Counsel
Date signed: 12/16/14

EXHIBIT A

Equipment Description	Model#	Serial#	Place of Service	Per unit	Total
Astro Digital Base Station			Hough	46.00	46.00
XTL Digital Base Station			Quincy/Portola	46.00	92.00
MSF 5000 UHF RF Link			Dispatch/Huff	138.00	138.00
MSF 5000 Repeater		Huff/Red	Black	69.00	69.00
Quantar Repeaters			HI Red/Beck/Dyer	69.00	276.00
Quantar Base			Quincy	57.50	115.00
3 Position Dispatch Console			Quincy	258.75	258.75
IP Link From Quincy To Portola			Quincy/Portola	28.75	28.75
XTS2500 Portable Radios			Sierra Shop	7.20	432.00
HT1000 Portable Radios			Sierra Shop	7.20	43.20
MT2000 Portable Radios			Sierra Shop	7.20	1440
XTL5000 Mobile Radios			Quincy	7.20	23040
MCS2000 Mobile Radios			Quincy	7.20	72.00
Vehicular Repeaters			Quincy	4.00	176.00
Spectra Mobile Radios			Quincy	7.20	1440
Federal TM4 Siren Control Modules			Quincy	4.60	128.80
Undercowl Siren & Light Controllers			Quincy	4.60	1840
XTL5000 Boat Radios			Quincy	2.30	11.50
MCS2000 Boat Radio			Quincy	2.30	2.30
Kenwood TKR8400	MedCon Equipment		0 Beck/Flea/Hough/Rr	69.00	276.00
Quantar Repeater	MedCon Equipment		ODyer	69.00	69.00
Monthly Total					2511.90

Scope of Work and Fee Schedule

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

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

For bench repairs: \$88.00 per hour

For field repairs: \$96.00 per hour

For high technical labor: \$125.00 per hour

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




GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

5D3

Memorandum

DATE: December 17, 2014
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Item for the meeting of January 6, 2014

Recommended Action:

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

Background and Discussion:

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

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

This current agreement is for the period of July 1, 2014 – June 30, 2015 and the City has agreed to pay \$50,000 for services as per the agreement.

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

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

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

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

1. TERM

1.1 Effective Dates. This Agreement shall be effective for a period of approximately one year from July 1, 2014 through June 30, 2015 unless terminated sooner as provided herein.

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

1.3 Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, any Party may terminate this Agreement upon notice in writing to the other Parties of not less than ninety (90) days prior thereto. In the event that this Agreement is terminated for any reason, the obligations of the City and the County for mutual indemnification as set forth herein shall continue after any such termination.

2. SCOPE OF SERVICE

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

2.1.1 Enforcement of Federal and State statutes and laws in the same manner they are enforced within all areas of Plumas County;

- 2.1.2 If requested and available assist City personnel with enforcement of laws and ordinances adopted by the City of Portola and outlined in the Portola Municipal Code;
- 2.1.3 Traffic accident investigation for accidents occurring within City limits and not falling under the jurisdiction of the California Highway Patrol;
- 2.1.4 Work with the City's Community Service Officers ("CSO's") to provide effective and efficient law enforcement services within the City;
- 2.1.5 Continue to provide for the City, through its Community Service Officer, full access to the information provided by the California Law Enforcement Telecommunications System ("CLETS") to enable the City to lawfully administer and enforce its vehicle abatement regulations and other code enforcement and parking enforcement duties described in the CSO's job description.
- 2.1.6 PCSO shall use increased public visibility and law enforcement services to maintain law and order in the City for the overall safety and wellbeing of Portola citizens pursuant to this Agreement.
- 2.1.7 In order to evaluate safety issues and crime trends in the City of Portola, the PCSO will submit monthly reports to the City Manager, as well as quarterly statistics for the City's review, for the following criteria:
 - Calls for service in the City
 - Arrests in the City
 - Citations issued
 - Warnings issued
 - Time spent patrolling in the City
- 2.1.8 To promote effective communication, increase awareness and collaborative problem solving that address current priorities, the area Sergeant (or his/her designee) will participate in monthly or weekly staff meetings with City staff at City Hall.
- 2.1.9 The PSCO shall work in a collaborative manner with the Portola community and County Agencies and will spearhead innovative strategies to reduce drug trafficking. For example: "Neighborhood Watch" styled programs will be developed and implemented along national safety models which promote civic and community engagement to reduce drug trafficking and other criminal activity.

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

3. COMMUNICATION

3.1 Upon request by the City Manager, the Sheriff, or his/her designee shall meet with the City Manager to respond to questions which may arise regarding the services provided pursuant to this contract. PCSO will also provide an annual report in January of each year, plus supplemental reports at any time that the City Manager or City Council requests additional information regarding major incidents or other significant law enforcement issues affecting City.

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

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

4. LAW ENFORCEMENT PERSONNEL

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

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

5. EMPLOYMENT STATUS OF ASSIGNED DEPUTY(S)

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

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

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

6. COMPENSATION FOR SERVICES RENDERED

6.1 Base Payment. City shall pay the County and PCSO the sum of Fifty Thousand dollars (\$50,000) for the services rendered pursuant to this Agreement. This amount shall be paid by City to County and PCSO in two equal payments on July 1, 2014 and January 15, 2015.

6.2 Credits.

6.2.1 Collection of Fees, Fines and Charges. All fees collected by PCSO related to the provision of law enforcement services provided under this Agreement shall be credited to City on a pro rata basis and accounted for on a monthly basis.

6.2.2 Fines and Forfeitures of Bail. Fines and forfeitures of bail under Penal Code Section 1463 et seq. resulting from services performed under this Agreement shall be distributed as though the persons performing services under this Agreement were employees of City.

6.2.3 Other Credits. From time to time County may receive revenue related to contract law enforcement operations all of which should be credited against City costs on a pro rata basis or actual basis where applicable. Examples of such credits may include: training reimbursements and grants. Any reimbursement received by County from any non-County funding source for services charged to City under this Agreement will be

credited to City, less any County administrative costs directly associated with obtaining or handling the reimbursement.

- 6.2.4 City Exempt from Fees. The City shall be exempt from and shall not be obligated to pay any fees for alarm permits, alarm activation or response to alarms by the Sheriff's Department for any building or facility owned by the City.

6.3 Substation Lease. As additional consideration for the services provided under this Agreement, City shall lease the building located at 324 South Gulling Street in City to PCSO for use as a substation, pursuant to the terms and conditions of the Lease executed on April 12, 2006.

7. INDEMNIFICATION

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

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

8. SUBROGATION

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

8.2 Prosecution of Assigned Claims. To the extent that County or City has assigned its rights and interest in any claim to another Party, the Party receiving the assignment shall

timely prosecute any such action in good faith and with reasonable diligence. If any recovery is obtained the Parties shall equitably share in any such recovery to the extent of their interests.

9. RIGHT TO AUDIT RECORDS

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

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

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

11. SPECIAL EVENT SERVICES

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

12. INTERNAL POLICIES

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

amendment to this Agreement is approved in writing by the City Council and the County Board of Supervisors. In the event of any inconsistency between the terms of such policy and the terms of this Agreement, the terms of this Agreement shall prevail.

13. AMENDMENTS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all Parties.

14. NOTICES

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

County

Board of Supervisors or
Chief Administrative Officer
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971

City

Robert Meacher, City Manager
P.O. Box 1225
Portola, CA 96122

PCSO

Greg Hagwood, Sheriff
P.O. Box 1106
Quincy, CA 95971

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

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

15. SEVERABILITY

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

16. ENTIRE AGREEMENT

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

17. NO OBLIGATIONS TO THIRD PARTIES

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

18. CONSTRUCTION OF AGREEMENT

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

19. ADDITIONAL DOCUMENTS AND AGREEMENTS

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

20. ASSIGNMENT/DELEGATION

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

21. DISPUTE RESOLUTION

21.1 Informal Resolution.

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

21.2 Arbitration.

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

to discovery in accordance with Code of Civil Procedure §1283.05. The cost of the arbitration shall be borne equally by the Parties.

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

CITY OF PORTOLA

By: 

Title: City Manager

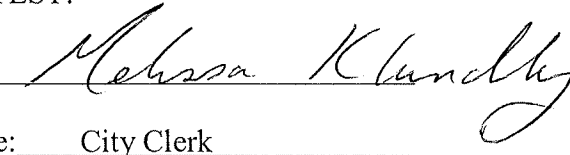
Date: 07/02/2014

By: 

Title: Mayor, City of Portola

Date: 6-16-2014

ATTEST:

By: 

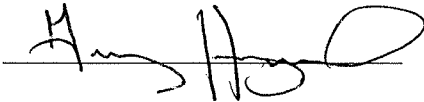
Title: City Clerk

Approved as to Form:

By: _____

Title: City Attorney

COUNTY OF PLUMAS/PLUMAS COUNTY SHERIFF'S OFFICE

By: 

Title: Sheriff

Date: 11.25.14

By: _____

Title: Chair of the Board of Supervisors

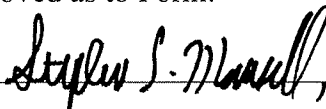
Date: _____

ATTEST:

By: _____

Title: Clerk of the Board

Approved as to Form:

By:  12/12/14

Title: County Counsel




Office of the Sheriff

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

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: December 29, 2014
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of January 6, 2014

It is recommended that the Board:

Authorize Auditor to pay invoices for the month of October 2014 to Keefe Commissary.

Background and Discussion:

The Inmate Welfare Fund provides commissary services for inmates incarcerated at the jail. The Sheriff contracts for this service with Keefe Commissary. The contract was recently renewed, however, the date on the contract was changed in error from October 1, 2014 to November 1, 2014. This resulted in a lapse in the contract and the Auditor is unable to pay the claim for the October invoices.

Please authorize the auditor to pay the claim for October invoices in the amount of \$2,113.49.

COUNTY OF PLUMAS

STATE OF CALIFORNIA

PAGE 1 OF 2

Vendor/claimant: KEEFE COMMISSARY VENDOR #: 98850

Remit to Address: P.O. BOX 17490

ST LOUIS, MO 63178-7490

FUND #: 00171

ACCOUNT/CUSTOMER # OR DESCRIPTION	INVOICE NUMBER	CASH ACCOUNT	DEPARTMENT	ACCOUNT	AMOUNT DOLLARS/CENTS
30461J -Inmate Commissary	935334	10100	22911	524409	\$162.10
	938079				\$310.53
	940866				\$70.29
	943525				\$293.59
	946515				\$272.61
	948994				\$309.20
	951753				\$180.02
	954714				\$363.81
	957156				\$165.90

USE TAX

	use tx	10100			\$0.00
Journal	use tx				\$0.00
Journal	use tx				
Journal	use tx				
Journal	use tx				
Use tax total—must equal zero					\$0.00
5560 amount MUST be entered as a negative					
W-9 Form Attached	YES NO				
Fixed Asset Form	YES NO				
Contract attached	YES NO	Contract#	IWF-0001		

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

FIRM NAME (IF APPLICABLE)

DATE 11/12/2014

SIGNATURE OF CLAIMANT/VENDOR (INCLUDE TITLE, IF APPLICABLE)

Auditor's Use Only	DEPARTMENT/DISTRICT APPROVAL:
Vendor #: _____	I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon; that the articles have been delivered or the services have been performed by the claimant as set forth with exceptions noted.
1099 NEC: _____	
Audited: _____	
Input: _____	
Checked: _____	Claim is thereby approved for the sum of: \$2,113.49
Date Stamp: _____	Department Head or Designee Signature
	<div style="display: flex; justify-content: space-between;"> <div>TITLE _____</div> <div>November 12, 2014</div> </div> <div style="text-align: right;">Date</div>
	For Districts
	District: _____
	If applicable: _____
	Second Signature _____

COUNTY OF PLUMAS

STATE OF CALIFORNIA

PAGE 2 OF 2

Vendor/claimant: KEEFE COMMISSARY VENDOR #: 98850

Remit to Address: P.O. BOX 17490

ST LOUIS, MO 63178-7490

FUND #: 000171

ACCOUNT/CUSTOMER # OR DESCRIPTION	INVOICE NUMBER	CASH ACCOUNT	DEPARTMENT	ACCOUNT	AMOUNT DOLLARS/CENTS
30461J		10100	22911	524409	
	935249-387845	CREDIT			-\$2.73
	937881-389223				-\$1.64
	940741-391171				-\$2.70
	948948-395905				-\$5.81
	957271-401568				-\$1.68

USE TAX

	use tx	10100			\$0.00
Journal	use tx				\$0.00
Journal	use tx				
Journal	use tx				
Journal	use tx				
Use tax total—must equal zero 5560 amount MUST be entered as a negative					\$0.00
W-9 Form Attached	YES NO				
Fixed Asset Form	YES NO				
Contract attached	YES NO	Contract#	IWF-0001		

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

FIRM NAME (IF APPLICABLE)

11/12/2014

DATE

SIGNATURE OF CLAIMANT/VENDOR (INCLUDE TITLE, IF APPLICABLE)

Auditor's Use Only		DEPARTMENT/DISTRICT APPROVAL:	
Vendor #:		I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon; that the articles have been delivered or the services have been performed by the claimant as set forth with exceptions noted.	
1099 NEC:			
Audited:			
Input:		Claim is thereby approved for the sum of: (-14.56)	
Checked:			
Date Stamp:		Department Head or Designee Signature	
		November 12, 2014 Date	
		TITLE	
		For Districts	
		District:	
		If applicable:	
		Second Signature	

REMITTANCE

Remit To:
KEEFE COMMISSARY NETWORK
P.O. BOX 840100
KANSAS CITY, MO 64184-0100
Bill To:
PLUMAS CO SHERIFF'S DEPT CA KCN
COMMANDER CHAD HERMANN
50 ABERNATHY LN
QUINCY, CA 95971

TO REORDER CALL 1-800-325-8998		
Customer Number	Batch/PO Number	
17425	480-10022014_04:1	
Placed By		
Ship To:		
PLUMAS CO SHERIFF'S DEPARTMENT		
ATTN COMMANDER CHAD HERMANN		
50 ABERNATHY		
QUINCY, CA 95971-9715		

Invoice Number	935334
Invoice Date	10/02/2014
Order Date	
Salesperson	C. OYAS
Ship Via	FedEx
Sales Order	3498660
Terms	NET 30
Due Date	11/01/2014

Rebate %
22.00%

Rebate \$s
\$42.02

INMATE MDSE + TAX	\$204.12
LESS INMATE TAX	\$2.02
GROSS	\$202.10
LESS ADJUSTMENTS	
LESS NON-COMM SALES	\$11.10
COMM SALES	\$191.00
LESS DISCOUNT	\$42.02
SUB TOTAL	\$148.98
ADD BACK NON-COMM SALES	\$11.10
ADD BACK SALES TAX	\$2.02
PAY THIS AMOUNT	\$162.10

* Indicates a Non-Commissionable Item

REMITTANCE

Remit To:	
KEEFE COMMISSARY NETWORK	
P.O. BOX 840100	
KANSAS CITY, MO 64184-0100	
Bill To:	
PLUMAS CO SHERIFF'S DEPT CA KCN	
COMMANDER CHAD HERMANN	
50 ABERNATHY LN	
QUINCY, CA 95971	

TO REORDER CALL 1-800-325-8998		
Customer Number	Batch/PO Number	
17425	482-10062014_04:2	
Placed By		
Ship To:		
PLUMAS CO SHERIFF'S DEPARTMENT		
ATTN COMMANDER CHAD HERMANN		
50 ABERNATHY		
QUINCY, CA 95971-9715		

Invoice Number	
938079	
Invoice Date	Order Date
10/06/2014	
Salesperson	
C. OYAS	
Ship Via	Sales Order
FedEx	3512250
Terms	Due Date
NET 30	11/05/2014

Rebate % Rebate \$s
 22.00% \$80.59

INMATE MDSE + TAX	\$391.12
LESS INMATE TAX	\$5.47
GROSS	\$385.65
LESS ADJUSTMENTS	
LESS NON-COMM SALES	\$19.35
COMM SALES	\$366.30
LESS DISCOUNT	\$80.59
SUB TOTAL	\$285.71
ADD BACK NON-COMM SALES	\$19.35
ADD BACK SALES TAX	\$5.47
PAY THIS AMOUNT	\$310.53

* Indicates a Non-Commissionable Item

Special Instructions: **PLEASE RETURN REMITTANCE COPY WITH PAYMENT** *****WE APPRECIATE YOUR BUSINESS*****

REMITTANCE

Remit To:
KEEFE COMMISSARY NETWORK
P.O. BOX 840100
KANSAS CITY, MO 64184-0100
Bill To:
PLUMAS CO SHERIFF'S DEPT CA KCN
COMMANDER CHAD HERMANN
50 ABERNATHY LN
QUINCY, CA 95971

TO REORDER CALL 1-800-325-8998		
Customer Number	Batch/PO Number	Invoice Number
17425	484-10092014_04:2	940866
Placed By		Invoice Date
		10/09/2014
Ship To:		Salesperson
PLUMAS CO SHERIFF'S DEPARTMENT		C. OYAS
ATTN COMMANDER CHAD HERMANN		Ship Via
50 ABERNATHY		FedEx
QUINCY, CA 95971-9715		Sales Order
		3530434
		Terms
		NET 30
		Due Date
		11/08/2014

Rebate % Rebate \$s
22.00% \$16.60

* Indicates a Non-Commissionable Item

INMATE MDSE + TAX	\$86.89
LESS INMATE TAX	\$1.10
GROSS	\$85.79
LESS ADJUSTMENTS	
LESS NON-COMM SALES	\$10.35
COMM SALES	\$75.44
LESS DISCOUNT	\$16.60
SUB TOTAL	\$58.84
ADD BACK NON-COMM SALES	\$10.35
ADD BACK SALES TAX	\$1.10
PAY THIS AMOUNT	\$70.29

Special Instructions: **PLEASE RETURN REMITTANCE COPY WITH PAYMENT** *****WE APPRECIATE YOUR BUSINESS*****

REMITTANCE

Remit To:
KEEFE COMMISSARY NETWORK
P.O. BOX 840100
KANSAS CITY, MO 64184-0100
Bill To:
PLUMAS CO SHERIFF'S DEPT CA KCN
COMMANDER CHAD HERMANN
50 ABERNATHY LN
QUINCY, CA 95971

TO REORDER CALL 1-800-325-8998		
Customer Number	Batch/PO Number	
17425	486-10132014_04:5	
Placed By		
Ship To:		
PLUMAS CO SHERIFF'S DEPARTMENT		
ATTN COMMANDER CHAD HERMANN		
50 ABERNATHY		
QUINCY, CA 95971-9715		

Invoice Number	943525
Invoice Date	10/13/2014
Order Date	
Salesperson	C. OYAS
Ship Via	Sales Order
FedEx	3545317
Terms	Due Date
NET 30	11/12/2014

Rebate % Rebate \$\$
22.00% \$75.58

* Indicates a Non-Commissionable Item

INMATE MDSE + TAX	\$369.17
LESS INMATE TAX	\$5.25
GROSS	\$363.92
LESS ADJUSTMENTS	
LESS NON-COMM SALES	\$20.40
COMM SALES	\$343.52
LESS DISCOUNT	\$75.58
SUB TOTAL	\$267.94
ADD BACK NON-COMM SALES	\$20.40
ADD BACK SALES TAX	\$5.25
PAY THIS AMOUNT	\$293.59

Special Instructions: **PLEASE RETURN REMITTANCE COPY WITH PAYMENT** *****WE APPRECIATE YOUR BUSINESS*****

REMITTANCE

Remit To:	
KEEFE COMMISSARY NETWORK	
P.O. BOX 840100	
KANSAS CITY, MO 64184-0100	
Bill To:	
PLUMAS CO SHERIFF'S DEPT CA KCN	
COMMANDER CHAD HERMANN	
50 ABERNATHY LN	
QUINCY, CA 95971	

TO REORDER CALL 1-800-325-8998		
Customer Number	Batch/PO Number	
17425	487-10162014 03:2	
Placed By		
Ship To:		
PLUMAS CO SHERIFF'S DEPARTMENT		
ATTN COMMANDER CHAD HERMANN		
50 ABERNATHY		
QUINCY, CA 95971-9715		

Invoice Number	946515
Invoice Date	Order Date
10/16/2014	
Salesperson	
C. OYAS	
Ship Via	Sales Order
FedEx	3562139
Terms	Due Date
NET 30	11/15/2014

Rebate % Rebate \$s
22.00% \$66.92

* Indicates a Non-Commissionable Item

INMATE MDSE + TAX	\$339.53
LESS INMATE TAX	\$2.83
GROSS	\$336.70
LESS ADJUSTMENTS	
LESS NON-COMM SALES	\$32.55
COMM SALES	\$304.15
LESS DISCOUNT	\$66.92
SUB TOTAL	\$237.23
ADD BACK NON-COMM SALES	\$32.55
ADD BACK SALES TAX	\$2.83
PAY THIS AMOUNT	\$272.61

Special Instructions: **PLEASE RETURN REMITTANCE COPY WITH PAYMENT** *****WE APPRECIATE YOUR BUSINESS*****

REMITTANCE

Remit To:	KEEFE COMMISSARY NETWORK P.O. BOX 840100 KANSAS CITY, MO 64184-0100
Bill To:	PLUMAS CO SHERIFF'S DEPT CA KCN COMMANDER CHAD HERMANN 50 ABERNATHY LN QUINCY, CA 95971

TO REORDER CALL 1-800-325-8998		
Customer Number	Batch/PO Number	
17425	488-10202014_04:2	
Placed By		
Ship To:		
PLUMAS CO SHERIFF'S DEPARTMENT ATTN COMMANDER CHAD HERMANN 50 ABERNATHY QUINCY, CA 95971-9715		

Invoice Number	
948994	
Invoice Date	Order Date
10/20/2014	
Salesperson	
C. OYAS	
Ship Via	Sales Order
FedEx	3577202
Terms	Due Date
NET 30	11/19/2014

Rebate % Rebate \$s
22.00% \$81.39

INMATE MDSE + TAX	\$390.59
LESS INMATE TAX	\$5.54
GROSS	\$385.05
LESS ADJUSTMENTS	
LESS NON-COMM SALES	\$15.10
COMM SALES	\$369.95
LESS DISCOUNT	\$81.39
SUB TOTAL	\$288.56
ADD BACK NON-COMM SALES	\$15.10
ADD BACK SALES TAX	\$5.54
PAY THIS AMOUNT	\$309.20

* Indicates a Non-Commissionable Item

REMITTANCE

Remit To:	
KEEFE COMMISSARY NETWORK	
P.O. BOX 840100	
KANSAS CITY, MO 64184-0100	
Bill To:	
PLUMAS CO SHERIFF'S DEPT CA KCN	
COMMANDER CHAD HERMANN	
50 ABERNATHY LN	
QUINCY, CA 95971	

TO REORDER CALL 1-800-325-8998	
Customer Number	Batch/PO Number
17425	490-10232014_04:3
Placed By	
Ship To:	
PLUMAS CO SHERIFF'S DEPARTMENT	
ATTN COMMANDER CHAD HERMANN	
50 ABERNATHY	
QUINCY, CA 95971-9715	

Invoice Number	
951753	
Invoice Date	Order Date
10/23/2014	
Salesperson	
C. OYAS	
Ship Via	Sales Order
FedEx	3593137
Terms	Due Date
NET 30	11/22/2014

Rebate % Rebate \$\$
22.00% \$44.65

* Indicates a Non-Commissionable Item

INMATE MDSE + TAX	\$224.67
LESS INMATE TAX	\$2.12
GROSS	\$222.55
LESS ADJUSTMENTS	
LESS NON-COMM SALES	\$19.60
COMM SALES	\$202.95
LESS DISCOUNT	\$44.65
SUB TOTAL	\$158.30
ADD BACK NON-COMM SALES	\$19.60
ADD BACK SALES TAX	\$2.12
PAY THIS AMOUNT	\$180.02

Special Instructions: **PLEASE RETURN REMITTANCE COPY WITH PAYMENT** *****WE APPRECIATE YOUR BUSINESS*****

REMITTANCE

Remit To:	
KEEFE COMMISSARY NETWORK	
P.O. BOX 840100	
KANSAS CITY, MO 64184-0100	
Bill To:	
PLUMAS CO SHERIFF'S DEPT CA KCN	
COMMANDER CHAD HERMANN	
50 ABERNATHY LN	
QUINCY, CA 95971	

TO REORDER CALL 1-800-325-8998		
Customer Number	Batch/PO Number	
17425	491-10272014_04:3	
Placed By		
Ship To:		
PLUMAS CO SHERIFF'S DEPARTMENT		
ATTN COMMANDER CHAD HERMANN		
50 ABERNATHY		
QUINCY, CA 95971-9715		

Invoice Number	
954714	
Invoice Date	Order Date
10/27/2014	
Salesperson	
C. OYAS	
Ship Via	Sales Order
FedEx	3607549
Terms	Due Date
NET 30	11/26/2014

Rebate % Rebate \$s
22.00% \$95.74

* Indicates a Non-Commissionable Item

INMATE MDSE + TAX	\$459.55
LESS INMATE TAX	\$5.50
GROSS	\$454.05
LESS ADJUSTMENTS	
LESS NON-COMM SALES	\$18.90
COMM SALES	\$435.15
LESS DISCOUNT	\$95.74
SUB TOTAL	\$339.41
ADD BACK NON-COMM SALES	\$18.90
ADD BACK SALES TAX	\$5.50
PAY THIS AMOUNT	\$363.81

Special Instructions: **PLEASE RETURN REMITTANCE COPY WITH PAYMENT** *****WE APPRECIATE YOUR BUSINESS*****

REMITTANCE

Remit To:
KEEFE COMMISSARY NETWORK
P.O. BOX 840100
KANSAS CITY, MO 64184-0100
Bill To:
PLUMAS CO SHERIFF'S DEPT CA KCN
COMMANDER CHAD HERMANN
50 ABERNATHY LN
QUINCY, CA 95971

TO REORDER CALL 1-800-325-8998		
Customer Number	Batch/PO Number	
17425	492-10302014_04:0	
Placed By		
Ship To:		
PLUMAS CO SHERIFF'S DEPARTMENT		
ATTN COMMANDER CHAD HERMANN		
50 ABERNATHY		
QUINCY, CA 95971-9715		

Invoice Number	957156
Invoice Date	10/30/2014
Order Date	
Salesperson	C. OYAS
Ship Via	FedEx
Sales Order	3624596
Terms	NET 30
Due Date	11/29/2014

Rebate %
22.00%

Rebate \$s
\$42.57

* Indicates a Non-Commissionable Item

INMATE MDSE + TAX	\$208.47
LESS INMATE TAX	\$0.70
GROSS	\$207.77
LESS ADJUSTMENTS	
LESS NON-COMM SALES	\$14.25
COMM SALES	\$193.52
LESS DISCOUNT	\$42.57
SUB TOTAL	\$150.95
ADD BACK NON-COMM SALES	\$14.25
ADD BACK SALES TAX	\$0.70
PAY THIS AMOUNT	\$165.90

REMITTANCE

Remit To:	KEEFE COMMISSARY NETWORK P.O. BOX 840100 KANSAS CITY, MO 64184-0100
Bill To:	PLUMAS CO SHERIFF'S DEPT CA KCN COMMANDER CHAD HERMANN 50 ABERNATHY LN QUINCY, CA 95971

TO REORDER CALL 1-800-325-8998		
Customer Number	Batch/PO Number	
17425	481-10022014_04:1	
Placed By		
Ship To:		
PLUMAS CO SHERIFF'S DEPARTMENT ATTN COMMANDER CHAD HERMANN 50 ABERNATHY QUINCY, CA 95971-9715		

Credit Number - RMA#	
935249 -387845	
Invoice Date	Order Date
10/02/2014	
Salesperson	
C. OYAS	
Ship Via	Invoice - SO#
Terms	Due Date
	10/02/2014

Rebate % Rebate \$s
22.00% \$-0.77

* Indicates a Non-Commissionable Item

INMATE MDSE + TAX	\$(3.50)
LESS INMATE TAX	\$0.00
GROSS	\$(3.50)
LESS ADJUSTMENTS	
LESS NON-COMM SALES	\$0.00
COMM SALES	\$(3.50)
LESS DISCOUNT	\$(0.77)
SUB TOTAL	\$(2.73)
ADD BACK NON-COMM SALES	\$0.00
ADD BACK SALES TAX	\$0.00
PAY THIS AMOUNT	\$(2.73)

Special Instructions: **PLEASE RETURN REMITTANCE COPY WITH PAYMENT** *****WE APPRECIATE YOUR BUSINESS*****

REMITTANCE

Remit To:
KEEFE COMMISSARY NETWORK
P.O. BOX 840100
KANSAS CITY, MO 64184-0100
Bill To:
PLUMAS CO SHERIFF'S DEPT CA KCN
COMMANDER CHAD HERMANN
50 ABERNATHY LN
QUINCY, CA 95971

TO REORDER CALL 1-800-325-8998		
Customer Number	Batch/PO Number	
17425	483-10062014_04:2	
Placed By		
Ship To:		
PLUMAS CO SHERIFF'S DEPARTMENT		
ATTN COMMANDER CHAD HERMANN		
50 ABERNATHY		
QUINCY, CA 95971-9715		

Credit Number - RMA#	
937881 -389223	
Invoice Date	Order Date
10/06/2014	
Salesperson	
C. OYAS	
Ship Via	Invoice - SO#
Terms	Due Date
	10/06/2014

Rebate % Rebate \$s
22.00% \$-0.46

* Indicates a Non-Commissionable Item

INMATE MDSE + TAX	\$(2.10)
LESS INMATE TAX	\$0.00
GROSS	\$(2.10)
LESS ADJUSTMENTS	
LESS NON-COMM SALES	\$0.00
COMM SALES	\$(2.10)
LESS DISCOUNT	\$(0.46)
SUB TOTAL	\$(1.64)
ADD BACK NON-COMM SALES	\$0.00
ADD BACK SALES TAX	\$0.00
PAY THIS AMOUNT	\$(1.64)

Special Instructions: **PLEASE RETURN REMITTANCE COPY WITH PAYMENT** *****WE APPRECIATE YOUR BUSINESS*****

REMITTANCE

Remit To:
KEEFE COMMISSARY NETWORK
P.O. BOX 840100
KANSAS CITY, MO 64184-0100
Bill To:
PLUMAS CO SHERIFF'S DEPT CA KCN
COMMANDER CHAD HERMANN
50 ABERNATHY LN
QUINCY, CA 95971

TO REORDER CALL 1-800-325-8998		
Customer Number	Batch/PO Number	
17425	485-10092014_04:2	
Placed By		
Ship To:		
PLUMAS CO SHERIFF'S DEPARTMENT		
ATTN COMMANDER CHAD HERMANN		
50 ABERNATHY		
QUINCY, CA 95971-9715		

Credit Number - RMA#	
940741 -391171	
Invoice Date	Order Date
10/09/2014	
Salesperson	
C. OYAS	
Ship Via	Invoice - SO#
Terms	Due Date
	10/09/2014

Rebate %
22.00%

Rebate \$s
\$-0.74

INMATE MDSE + TAX	\$(3.44)
LESS INMATE TAX	\$(0.09)
GROSS	\$(3.35)
LESS ADJUSTMENTS	
LESS NON-COMM SALES	\$0.00
COMM SALES	\$(3.35)
LESS DISCOUNT	\$(0.74)
SUB TOTAL	\$(2.61)
ADD BACK NON-COMM SALES	\$0.00
ADD BACK SALES TAX	\$(0.09)
PAY THIS AMOUNT	\$(2.70)

* Indicates a Non-Commissionable Item

REMITTANCE

Remit To:
KEEFE COMMISSARY NETWORK
P.O. BOX 840100
KANSAS CITY, MO 64184-0100

Bill To:
PLUMAS CO SHERIFF'S DEPT CA KCN
COMMANDER CHAD HERMANN
50 ABERNATHY LN
QUINCY, CA 95971

TO REORDER CALL 1-800-325-8998

Customer Number	Batch/PO Number
17425	489-10202014_04:2
Placed By	
Ship To:	
PLUMAS CO SHERIFF'S DEPARTMENT	
ATTN COMMANDER CHAD HERMANN	
50 ABERNATHY	
QUINCY, CA 95971-9715	

Credit Number - RMA#	
948948 -395905	
Invoice Date	Order Date
10/20/2014	
Salesperson	
C. OYAS	
Ship Via	Invoice - SO#
Terms	Due Date
	10/20/2014

Rebate % Rebate \$s
22.00% \$-1.64

INMATE MDSE + TAX	\$ (7.45)
LESS INMATE TAX	\$0.00
GROSS	\$ (7.45)
LESS ADJUSTMENTS	
LESS NON-COMM SALES	\$0.00
COMM SALES	\$ (7.45)
LESS DISCOUNT	\$ (1.64)
SUB TOTAL	\$ (5.81)
ADD BACK NON-COMM SALES	\$0.00
ADD BACK SALES TAX	\$0.00
PAY THIS AMOUNT	\$ (5.81)

* Indicates a Non-Commissionable Item

Special Instructions: **PLEASE RETURN REMITTANCE COPY WITH PAYMENT** *****WE APPRECIATE YOUR BUSINESS*****

REMITTANCE

Remit To:	
KEEFE COMMISSARY NETWORK	
P.O. BOX 840100	
KANSAS CITY, MO 64184-0100	
Bill To:	
PLUMAS CO SHERIFF'S DEPT CA KCN	
COMMANDER CHAD HERMANN	
50 ABERNATHY LN	
QUINCY, CA 95971	

TO REORDER CALL 1-800-325-8998		
Customer Number	Batch/PO Number	
17425	493-10302014_04:0	
Placed By		
Ship To:		
PLUMAS CO SHERIFF'S DEPARTMENT		
ATTN COMMANDER CHAD HERMANN		
50 ABERNATHY		
QUINCY, CA 95971-9715		

Credit Number - RMA#	
957271	401568
Invoice Date	Order Date
10/30/2014	
Salesperson	
C. OYAS	
Ship Via	Invoice - SO#
Terms	Due Date
	10/30/2014

Rebate %
22.00%

Rebate \$s
\$-0.47

* Indicates a Non-Commissionable Item

INMATE MDSE + TAX	\$ (2.15)
LESS INMATE TAX	\$ 0.00
GROSS	\$ (2.15)
LESS ADJUSTMENTS	
LESS NON-COMM SALES	\$ 0.00
COMM SALES	\$ (2.15)
LESS DISCOUNT	\$ (0.47)
SUB TOTAL	\$ (1.68)
ADD BACK NON-COMM SALES	\$ 0.00
ADD BACK SALES TAX	\$ 0.00
PAY THIS AMOUNT	\$ (1.68)

Special Instructions: **PLEASE RETURN REMITTANCE COPY WITH PAYMENT** *****WE APPRECIATE YOUR BUSINESS*****

KEEFE COMMISSARY NETWORK AGREEMENT

This Agreement made and entered into as of this 1st day of November, 2014, by and between KEEFE COMMISSARY NETWORK, L.L.C. an affiliate of THE KEEFE GROUP, ("KEEFE") and **Plumas County Sheriff's Office** a Political Subdivision of the State of California, ("INSTITUTION").

Whereas, KEEFE is in the business of supplying food and other related products to inmate commissary departments of correctional facilities throughout the United States, including INSTITUTION; and,

Whereas, the parties wish to enter into a Commissary Agreement to facilitate the ordering of commissary supplies by inmates and the payment thereof, now, therefore, in consideration of the mutual promises and conditions herein contained, it is agreed between the parties:

1. OPERATION OF COMMISSARY BY INSTITUTION

INSTITUTION agrees that during the term of this Agreement, it will, at its expense, provide personnel to operate the computer equipment, account for inmate welfare funds, and deliver the completed orders to the individual inmates.

2. OPERATION OF COMMISSARY BY KEEFE

KEEFE agrees that on an as needed basis, it will download all inmate orders for commissary items. KEEFE will bag, box, and ship such commissary items to the INSTITUTION for distribution to the inmates and will bill the INSTITUTION monthly or more frequently for all such purchases. In addition, KEEFE will keep the computer equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

3. HARDWARE

During the term of this agreement, KEEFE shall supply INSTITUTION with such computer equipment and software as listed in Exhibit A. INSTITUTION agrees to buy the hardware listed in Exhibit A for the sum of \$__5,000.00___. KCN agrees to delay payment of purchase price so long as INSTITUTION is utilizing the equipment as part of the Keefe Commissary Network program set forth in this agreement. KEEFE hereby grants to INSTITUTION a royalty free license to use the KEEFE Commissary Network software. INSTITUTION acknowledges the proprietary nature of the software and/or written software documentation and hereby agrees NOT to disclose, reproduce, transfer or use the software and/or documentation for any purpose other than those specifically allowed by the terms of this agreement without specific written permission of an Officer of KEEFE.

4. PAYMENT

KEEFE will invoice INSTITUTION for all commissary items purchased. INSTITUTION will pay such invoices in accordance with KEEFE'S standard credit terms (NET 30 DAYS) from the Inmate Trust Account.

5. SERVICE FEE

INSTITUTION will be paid a service fee for the services to be provided by it hereunder equal to **35%** of adjusted gross sales. Adjusted gross sales are gross sales less the sales of noncommissioned items as determined by KEEFE and INSTITUTION listed on Exhibit B to this Agreement. In the event that the inmate's funds available to purchase commissary products are inhibited in any way by change in policy from INSTITUTION, the service fee paid to INSTITUTION shall be reduced accordingly by KEEFE after negotiation with INSTITUTION.

6. MENU

Product selection and pricing will be agreed upon by INSTITUTION and KEEFE. Menu selection shall be reviewed as needed, and no less than annually. All changes must be approved by INSTITUTION. Any price adjustments will be made at least yearly on the contract anniversary date with prior approval of INSTITUTION.

7. DEPOSIT SERVICES

This agreement shall include KEEFE'S Access Corrections® Deposit Services. KEEFE will facilitate family deposits to inmate trust accounts via website, toll free phone. Facility will provide power and network connectivity for the kiosk. KEEFE will guarantee all deposits and ACH moneys to designated INSTITUTION bank account nightly. No fees for this service will be born by INSTITUTION.

8. **TERM & TERMINATION**

This Agreement shall continue in effect for a period of **three years** (the base term) from the date hereof. The Agreement will automatically renew for successive one year terms thereafter, unless either party to this Agreement shall give notice in writing to the other party on or prior to 90 days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement.

9. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California.

10. **ENTIRE AGREEMENT-WAIVER**

This Agreement constitutes the entire Agreement between the parties with respect to the provision of delivery services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of KEEFE and INSTITUTION. This Agreement supersedes all other agreements between the parties for the provision of Commissary Delivery Services.

11. **INDEMNIFICATION**

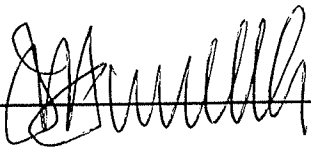
The parties shall indemnify each other against any loss, damage, injury, or death caused by the negligent or willful acts or omissions by their agents or employees for losses, damages, injuries or death arising out of the consumption or use of the products sold or services provided.

12. INSURANCE

Each party shall maintain commercial general liability coverage with limits and in a form reasonably satisfactory to the other party, and shall provide certificates of insurance evidencing such coverage upon request of the other party.

IN WITNESS WHEREOF, the parties have executed this Commissary Agreement as of the year and date first above written.

KEEFE COMMISSARY NETWORK (KEEFE)

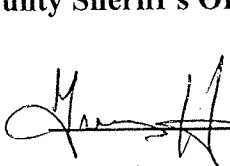


John Puricelli
Executive Vice President, General Manager

12/16/14

Date

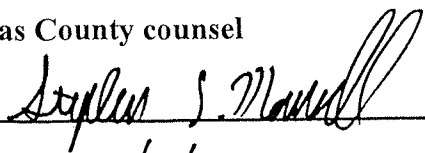
Plumas County Sheriff's Office (INSTITUTION)

BY  _____
TITLE SHERIFF
DATE 12-16-14

Approved as to form:

Plumas County counsel

BY

_____

DATE

12/2/14_____

Stephen Mansell
Deputy County Counsel

Exhibit "A"

Hardware Featured

1 x Dell R170S Server
1 x Dell E170S 17 inch flat panel
4 x Microwaves

The DELL computer hardware is provided, maintained, and warranted at no additional cost for the life of the commissary agreement.

Commissary Agreement

Exhibit B

Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by INSTITUTION

How Commissions Are Determined

The commissions will be based on the weekly, adjusted gross commissary sales. Adjusted gross sales are gross sales less postage sales or other noncommissioned sales.

$$\begin{array}{r} \text{Monthly Sales} \\ \text{Less Postage/Non Commissionable} \\ \hline = \text{Adjusted Gross Sales} \end{array}$$

x 35% Commission Offered

*Postage sales and stamped envelopes are noncommissioned.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

5E1

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: December 23, 2014

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for January 6, 2015

Item Recommendation: Approve and direct the Chair to sign an Agreement with Dr. Mark Satterfield to act as the County Health Officer/Medical Director from July 1, 2014 through June 30, 2015, approved as to form by County Counsel.

Background Information: As the Board is aware, State Health and Welfare Code mandates that each county provided the services of a County Health Officer/Medical Director. The County Health Officer is required to act as Medical Director for supervision of mid-level providers, oversee all clinical procedures, and public health nursing protocols. In recent years the Health Officer's role has expanded to include Public health Emergency Preparedness. The Plumas County Health Officer has traditionally demonstrated leadership during disasters and is responsible for medical oversight of the County Emergency Medical System.

The term of this Agreement is July 1, 2014 through June 30, 2015 and in the total amount not to exceed \$62,400.00.

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



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

5E2

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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Date: December 23, 2014

To: Honorable Board of Supervisors

From: Mimi Khin Hall, Public Health Director
Greg Hagwood, Plumas County Sheriff

Cc: Chad Hermann, Jail Commander

Agenda: Consent Item for January 7, 2015

Recommendation: Approve a contract with County Medical Services Program (CMSP) for Funding the Medi-Cal Outreach and Enrollment Pilot Project for Plumas County.

History/Background: As the Board may recall on August 26, 2014 the Board approved submission of an application to the CMSP Governing Board. Plumas County was awarded a \$70,000.00 Grant for the period of October 1, 2014 to August 31, 2016.

Medi-Cal outreach and retention efforts will focus on one or more of the following populations within one or more of the targeted CMSP counties:

- Persons with mental health disorder needs;
- Persons with substance use disorder needs;
- Persons who are homeless;
- Young men of color;
- Persons who are in county jail, in state prison, on state parole, on county probationer under post release community supervision;
- Families of mixed-immigration status;
- Persons with limited English proficiency.

The CMSP Local Health Connections Pilot Project was developed to test the effectiveness of providing local-level services and support to designated CMSP enrollees and likely CMSP enrollees with complex medical and/or social conditions. The goal of the pilot project is to promote the timely deliverer of necessary medical and support services to the target population, improve health outcomes for the target population, link the target population to other resources and support, and improves the overall cost-effectiveness of expenditures made on behalf of the target population.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

5E3

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
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(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: November 25, 2014

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for January 7, 2015

Item Description/Recommendation: Approve the attached Resolution to accept Standard Agreement Amendment Number 13-20428 A01 from the California Department of Public Health, Office of AIDS for Housing Opportunities for Persons With Aids (HOPWA), and authorize the Director of Public Health to sign the Amendment as the Boards designee. Approved as to Form by County Counsel

Background Information: Plumas County Public Health Agency has a contract with the State Department of Health Services, Office of AIDS for various HIV/AIDS related services and prevention activities, one of which HOPWA is addressed today. The goal of Housing Opportunities for Persons Living with AIDS (HOPWA) is to assist individuals with advanced HIV infection and AIDS to remain safely in their homes thus reducing the need for costly and inappropriate hospitalization. The program, which is administered for the Mountain Counties AIDS Consortium by Plumas County Public Health Agency, has been immensely successful in our five county regions. Clients in Plumas, Siskiyou, Sierra, Modoc and Lassen Counties access HOPWA funds for emergency rental assistance and partial payment of utilities through the Plumas County Public Health Agency contract with the State Office of AIDS. The program which is 100% State funded covers costs for the five counties and is fully utilized each year.

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

332
RESOLUTION NO. 14-_____

A RESOLUTION TO ACCEPT STANDARD AGREEMENT AMENDMENT NUMBER 13-20428 A01, FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, OFFICE OF AIDS FOR FUNDING FOR HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM FOR FISCAL YEARS 2013 THROUGH 2016.

WHEREAS, Plumas County Public Health Agency will assist in alleviating or preventing homelessness among people living with HIV/AIDS and their families by providing housing assistance and supportive services;

WHEREAS, Plumas County Public Health Agency will provide resourced and incentives to devise comprehensive strategies for meeting various types of housing needs;

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

1. Approve and Accept Standard Agreement Amendment Number 13-20428 A01 from the California Department of Public Health, Office of AIDS for Fiscal Years 2013-2016 in the amount of \$81,452.00.
2. The Director of Public Health is authorized to sign the Agreement and execute related documentation and amendments, subject to Board approval as may be required pertaining to Standard Agreement Amendment Number 13-20428 A01.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 16th day of December 2014, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



CONSENT AGENDA REQUEST

for the January 6, 2015 meeting of the Board of Supervisors

December 29, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature of Robert Perreault in black ink, written over the printed name.

Subject: Authorize Director of Public Works to Fill 1.0 FTE position,
"Engineering Technician II," assigned in the Engineering Division.

BACKGROUND

An existing 1.0 FTE position within the Engineering Division, "Engineering Technician II," is presently vacant.

Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors authorize the Director of Public Works to fill the 1.0 FTE Engineering Technician II Position.