

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF APRIL 14, 2015 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

10:00 A.M. **CALL TO ORDER/ROLL CALL**

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Almanor Recreation & Park District: 36th Annual Chester Classic 4th of July Run (July 04, 2015))

B) SOCIAL SERVICES

Approve and authorize the Director of Social Services to sign contract between the County of Plumas and High Sierra Grants of \$5,500 for services connected with the Peer Quality Case Review and Youth Focus Group; approved as to form by County Counsel

C) SHERIFF

- 1) Approve and authorize the Sheriff to sign Agreement between the County of Plumas and U.S. Department of Justice, Drug Enforcement Agency of \$50,000 for Domestic Cannabis Eradication & Suppression Program; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement between County of Plumas and Sierra County to provide Booking and Jail Services to Sierra County. Approved as to form by County Counsel

D) EARTH WEEK

Adopt **PROCLAMATION** Proclaiming April 20-25, 2015 as Earth Week in Plumas County

E) AGRICULTURE/WEIGHTS & MEASURES

Approve and authorize the Chair to sign Work and Financial Agreement of \$67,737.73 between County of Plumas and USDA for FY 2015-16 Wildlife Services; approved as to form by County Counsel

F) COUNTY COUNSEL

Approve and authorize the Chair to sign Legal Services Agreement with the Law Firm of Jones & Dyer for representation in County of Plumas v. BCM Construction, et al., Plumas Superior Court Case No. CV14-00168

2. DEPARTMENTAL MATTERS

A) PLANNING – Randy Wilson

Approve and authorize the Planning Director to sign agreement between the County of Plumas and Sierra Nevada Conservancy of \$15,000 to produce a Lake Almanor Water Trails Map; and approve an Agreement for Contract Employee Services with Courtney Gomola and County of Plumas to perform the tasks in the Agreement with the Sierra Nevada Conservancy; approved as to form by County Counsel

B) EMERGENCY SERVICES – Jerry Sipe

- 1) Terminate the local emergency due to the February 2015 winter storm; discussion and possible action
- 2) Approve and authorize the Chair to sign Memorandum of Understanding for coordinated use of fire radio communication system with local fire departments; discussion and possible action; approved as to form by County Counsel

3. BOARD OF SUPERVISORS

- A. Approve and authorize the Chair to sign Amendment to Employment Services Agreement between County of Plumas and Mimi Hall to reflect additional duties pursuant to appointment of Interim Director of Mental Health; discussion and possible action
- B. Continued from April 07, 2015, approve and authorize the Chair to sign Professional Services Agreement between the County of Plumas and Kemper Consulting Group for 1) a review of the core organizational components of the Plumas County Mental Health Department and the Department of Alcohol and Drug Programs and development of a plan for a combined Department of Behavioral Health, and 2) administration, fiscal reporting, and clinical consultation to the Director of Mental Health on an interim basis; discussion and possible action
- C. Approve and authorize the Chair to sign letter in opposition of AB 1347 (Chiu): Public Contracts: Claims Resolution Process as Introduced on February 27, 2015; discussion and possible action
- D. Approve and authorize the Chair to sign letter in support of Assemblyman Dahle Greenhouse Gas Reduction: Biomass AB 590; discussion and possible action
- E. Correspondence
- F. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
- G. Appointments

COUNTY SERVICE AREA #12

Appointment of CSA #12 representative to the Social Services Transportation Advisory Council, replacing Supervisor Thrall

MENTAL HEALTH COMMISSION

Re-appoint Merle Rusky to the Plumas County Mental Health Commission

4. STATE OF JEFFERSON

Report and update by Mark Baird, including Lassen Declaration; and discussion regarding financials/economics

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- B. Conference with 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, April 21, 2015, Board of Supervisors Room 308, Courthouse, Quincy, California.

BOARD OF SUPERVISORS

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



April 14, 2015

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

Attention: Permits Engineer

Subject: Encroachment Permit Request
ALMANOR RECREATION & PARK DISTRICT
36TH Annual Chester Classic 4th of July Run
(July 04, 2015 at 8:30 a.m.)

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

Sincerely,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN


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

ELLIOTT SMART
DIRECTOR

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

DATE: APRIL 2, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES 

SUBJ: BOARD AGENDA ITEM FOR APRIL 14, 2015, CONSENT AGENDA

RE: APPROVAL OF A CONTRACT BETWEEN THE DEPARTMENT OF SOCIAL SERVICES AND HIGH SIERRA GRANTS FOR SERVICES CONNECTED WITH THE PEER QUALITY REVIEW OF THE CHILD WELFARE SYSTEM

It is Recommended that the Board of Supervisors

1. Approve a contract between the Department of Social Services and High Sierra Grants for services connected with the Peer Quality Case Review and Youth Focus Group.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

Background and Discussion

The Department of Social Services engages in a peer quality review process (PQCR) once every five years. The process requires the preparation of data and analysis of that data in connection with improving outcomes for children in the child welfare system. The Department also provides support to the upcoming Youth Focus Group meeting. The enclosed contract with High Sierra Grants includes a scope of work that assists the Department in developing each of these program elements. The Department does not currently have internal resources that can be devoted to these programs.

Financial Impact

The total cost of the agreement is not to exceed \$5,500. Funds for this expenditure are budgeted in the FY 2014-2015 budget. There is not impact to the County General Fund.

Other Agency Involvement

County Counsel has reviewed the enclosure and approved it as to form.

Copies: DSS Management Staff

Enclosure

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 Department of Social Services (hereinafter referred to as "County"), and High Sierra Grants, an individual (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. The total amount paid by County to Contractor under this Agreement shall ~~be~~ SM not exceed \$5,500.00.
3. Term. The term of this Agreement shall be from February 1, 2015 through April 30, 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, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and

approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this Agreement.
15. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this

Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas Co. Dept. of Social Services
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Elliott Smart, Director

Contractor:

Cathy Rahmeyer
PO Box 3198
Quincy, CA 95971
Attention: Cathy Rahmeyer

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.
NOTE: Only for contracts in excess of \$10,000.]

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

CONTRACTOR:

High Sierra Grants, an Individual

By: _____
Name: Cathy Rahmeyer
Title: Owner
Date signed:

COUNTY:

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

By: _____
Name: Elliott Smart
Title: Director
Date signed:

APPROVED AS TO FORM:

Stephen P. Maudsl, Deputy 2/19/15
R. Craig Settlemyre
Plumas County Counsel

EXHIBIT A

Scope of Work

1. Attend Peer Quality Case Findings Review @ Plumas County Department of Social Services, located in Quincy California.
2. Attend Plumas County stakeholder meeting @ Plumas County Department of Social Services, located in Quincy California.
3. Conduct statistical data collection and analysis, focusing on relevant Plumas County Department of Social Services Demographic Profile.
4. Create and build Teen Incentive Gift Bags. Gift Bags will be provided to teen participants at Youth Focus Group meeting.
5. Develop and deliver consolidated Demographic Profile to Plumas County Department of Social Services

EXHIBIT B**Fee Schedule**

This figure is based on 65 hours of professional services. Item Description	Number of Hours	Hourly Rate
Attend Peer Quality Case Findings Review	2.5	\$75.00
Attend Plumas County Stakeholder Meeting	5	\$75.00
Data Collection and Analysis	15	\$75.00
Teen Gift Bags	N/A	\$400.00
Final Report	42.5	\$75.00
Total	65	\$5,275.00



GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff


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

101

Memorandum

DATE: April 1, 2015

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood 

RE: Agenda Item for the meeting of April 14, 2015

Recommended Action:

Approve and authorize Sheriff to sign Agreement Number 2015-44 with the U.S. Department of Justice, Drug Enforcement Agency in the amount of \$50,000.00.

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 2015 in the amount of \$50,000.

This funding is used specifically for payment of overtime costs and expenses associated with cannabis eradication.

County Counsel has reviewed and approved this agreement.



U. S. Department of Justice
Drug Enforcement Administration

Agreement Number 2015-44

This Letter of Agreement (LOA) is entered into between the **PLUMAS COUNTY SHERIFF'S DEPARTMENT**, hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the cultivation, possession, and distribution of cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of cannabis located within the *State of California*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. **MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - g. Submit to DEA quarterly expenditure reports.
2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related

to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

3. DEA will pay to **THE AGENCY** Federal funds in the amount of **FIFTY THOUSAND DOLLARS (\$50,000.00)** for the period of JANUARY 1, 2015, to DECEMBER 31, 2015, to defray costs relating to the eradication and suppression of cannabis. These Federal funds shall only be used for the eradication of cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of cannabis without the advance written consent of DEA. **THE AGENCY** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or

use marijuana in contravention of the CSA. Under Section 524 (c) (1) (I)1 of title 28, United States Code, states that the Assets Forfeiture Fund may be used for payment of overtime salaries, travel, fuel, training, equipment, and other similar costs of State or local law enforcement officers that are incurred in a joint law enforcement operation with a Federal law enforcement agency participating in the Fund;" [Agency Initial _____]

All purchases of equipment, supplies and other resources must have approval from DEA. Procurement of these items is subject to the following approval authority: State/Local expenditures up to \$2,500 will be approved at DEA Division level. When expenditures exceed \$2,500, prior to the purchase being made, the State/Local must request authorization in writing, *through* the respective DEA Division, *to the Investigative Support Section (OMS)*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. Unless specifically approved in advance, expenditures for equipment should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, **they are not automatically approved for purchase**. All requests for purchases must be received in HQ/OMS by October 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than “equipment” as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA’s share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**’s personnel engaged in cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and an October thru December (FINAL) Accounting Form.

9. It is understood and agreed by **THE AGENCY** that, in return for DEA’s payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements With State and Local Governments), OMB Circular A-87

(Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been superseded at 78 Federal Register 78590-01 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and located in Title 2 of the Code of Federal Regulations. The OMB Circulars streamlined under the new guidance are still available on OMB's Web site at http://www.whitehouse.gov/omb/circulars_default/. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) specifically apply. (Note: The LOA is reimburseable agreement, not a grant; therefore for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. DOJ Joint Law Enforcement Operations (JLEO) funds have been assigned a Catalog of Federal of Domestic Assistance (CFDA) number **16.111**. Please note that this number must be used in all future A-133 audit submissions to report JLEO expenditures. Upon completion of the A-133 audit, the auditor must enter the audit information in the Federal Audit Clearinghouse database. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **01/01/2015** through **12/31/2015**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records,

documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Within thirty (30) days after termination of the Agreement, **THE AGENCY** will prepare an October thru December (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The October thru December (FINAL) Accounting Form and the SF-425, along with a refund check, payable to DEA funds not obligated or expended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by January 31st.

18. Upon submission of the October – December (FINAL) Accounting Form and Financial Status Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event

DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. **THE AGENCY** shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

20. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, THE AGENCY** must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

Note: It is THE AGENCY's responsibility to update their SAM registration annually or whenever a change occurs.

THE AGENCY's current DUNS No. is 137165549.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires sixty days from date of issuance. Agreement issued on 14080126.

THE PLUMAS COUNTY SHERIFF'S DEPARTMENT

Printed Name & Signature: _____ (Blue Ink Only)

Title: Sheriff Greg Hagwood

Date: _____

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____ (Blue Ink Only)

Special Agent in Charge
San Francisco Field Division

Date: _____

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2015/S1R/OM/8210000/DOM-G2/01IB/DCE/OPS: _____

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

Approved as to form:

Stephen L. Maxwell, Deputy 3/31/15
COUNTY COUNSEL

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO.

0348-004

PAGE OF

PAGES

1. TYPE OF
PAYMENT
REQUESTED

a. ☒ one or both boxes

☒ ADVANCE ☐ REIMBURSE-
MENT

b. ☒ the applicable box

☐ FINAL ☐ PARTIAL

2 BASIS OF REQUEST

☒ CASH

☐ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT
TO WHICH THIS REPORT IS SUBMITTED

DRUG ENFORCEMENT ADMINISTRATION

4. FEDERAL GRANT OR OTHER
IDENTIFYING NUMBER ASSIGNED
BY FEDERAL AGENCY

3126.55

5. PARTIAL PAYMENT REQUEST
NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION
NUMBER

94-6000528

7. RECIPIENT'S ACCOUNT NUMBER
OR IDENTIFYING NUMBER

70348

8. PERIOD COVERED BY THIS REQUEST

FROM (MM-DD-YYYY)

120120126

TO (MM-DD-YYY)

230420126

9. RECIPIENT ORGANIZATION

Name:

Plumas County Sheriff's Office

Number
and Street:

1400 E. Main St

City, State
and ZIP Code:

Quincy, CA 95971

10. PAYEE (Where check is to be sent if different than Item 9)

Name:

Number
and Street:

City, State
and ZIP Code:

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ➤		(a) Original Letter of Agreement	(b)	(c)	TOTAL
a. Total program outlays to date	(As of date)	%61-111/11			%61-111/11
b. Less: Cumulative program income					0.00
c. Net program outlays (Line a minus line b)		%61-111/11	0.00	0.00	%61-111/11
d. Estimated net cash outlays for advance period					0.00
e. Total (Sum of lines c & d)		%61-111/11	0.00	0.00	%61-111/11
f. Non-Federal share of amount on line e					0.00
g. Federal share of amount on line e		%61-111/11			%61-111/11
h. Federal payments previously requested					0.00
i. Federal share now requested (Line g minus line h)		%61-111/11			%61-111/11
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month		0.00		
	2nd month				0.00
	3rd month				0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$ 0.00

AUTHORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

STANDARD FORM 270 (Rev. 7-97)
Prescribed by OMB Circulars A-102 and A-110

13.

CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL (BLUE INK ONLY)	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE Greg Hagwood, Sheriff	TELEPHONE (AREA CODE, NUMBER AND EXTENSION) 530 283-6375

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

- | Item | Entry | Item | Entry |
|------|--|------|---|
| 2 | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis. | | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. |
| 4 | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. | 11a | Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
| 6 | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency. | 11b | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement. |
| 7 | This space is reserved for an account number or other identifying number that may be assigned by the recipient. | 11d | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance. |
| 8 | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested. | 13 | Complete the certification before submitting this request. |
- Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
- 11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

Memorandum



Subject

Electronic Funds Transfer
(DFN: 601-13)

Date

March 25, 2015

To

All Domestic Cannabis Eradication/Suppression
Program (DCE/SP) Participating Agencies

From

Don A. Hibbert
Chief, Investigative Support Section
DEA Headquarters

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided below:

Agency Name on Bank Account:

Account Number:

Name of Bank/Financial Institution:

Address of Bank/Financial Institution:

Telephone Number of Bank/Financial Institution:

Contact Person of Bank/Financial Institution:

Bank/Financial Institution ABA Number:

State-Local Agency Name / LOA Number:

2015-44

Authorized Agency Representative (Name & Title)

(BLUE INK ONLY)

Signature of Authorized Agency Representative

Date



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Plumas County Sheriff's Office
1400 E. main St Quincy, CA 95971

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

LOA Number: 2015-44

EIN: 94-6000528

4. Typed Name and Title of Authorized Representative

Greg Itagwood, Sheriff

5. Signature

6. Date

(BLUE INK ONLY)



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 14. approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

(BLUE INK ONLY)

Signature

Date

LOA NUMBER - 2015-44



GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

102

Memorandum

DATE: April 8, 2015
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood
RE: Agenda Items for the meeting of April 21, 2015

It is recommended that the Board:

Approve and authorize the Sheriff to enter into the contract between Plumas County and Sierra County to provide Booking and Jail Services to Sierra County.

Background and Discussion:

The purpose of this contract is to have Plumas County provide Booking and Jail Services to Sierra County. This partnership between Plumas and Sierra Counties was established on July 12, 2012 with the current contract ending on July 12, 2017. The purpose of updating this contract is to place the newly elected Sheriff's name, Sheriff Tim Stanley, to appear on the contract and the ending date change to July 1, 2017.

Due to the length of the contract one copy will be filed with the Clerk of the Board.

10

Proclamation for Earth Day

Whereas, Earth Day was founded by Senator Gaylord Nelson on April 22, 1970, and,

Whereas, Earth Day was developed to give visibility to the state of the environment as a national day, observing environmental problems and challenges,

Now, therefore, we, Plumas County Board of Supervisors, do hereby proclaim our support for local Earth Week activities planned this April 20-25, 2015. Accordingly, we encourage our citizens to join with their communities in participation with Earth Week activities.

Signed



Tim W. Gibson
Agricultural Commissioner
Sealer of Weights & Measures
timgibson@countyofplumas.com

Plumas-Sierra Counties

Department of Agriculture

Agriculture Commissioner
Sealer of Weights and Measures



208 Fairgrounds Road
Quincy, CA 95971
Phone: (530) 283-6365
Fax: (530) 283-4210

1/E

Date: April 6, 2015
To: Honorable Board of Supervisors
From: Tim Gibson, Agricultural Commissioner/
Sealer of Weights & Measures
RE: Wildlife Services Work and Financial Plan, Agreement #15-73-06-0275-RA

Recommendation: Approve and authorize the Chair to sign the agreement between USDA and Plumas County.

Background and Discussion: The Wildlife Services agreement provides for the protection of livestock and property within Plumas and Sierra Counties. This service also provides a means to eliminate problem animals in the urban environment including skunks, raccoons, beavers, bears and mountain lions.

Cost to the county under this agreement for FY 2015-16 is \$67,737.73. These county costs are partially offset through fees charged for services, Sierra County Memorandum of Understanding agreement, and partial reimbursement by the State of California unclaimed gas tax fund. This agreement has been approved to form by County Counsel.

Wildlife Services Program overview

The program

The Animal and Plant Health Inspection Service (APHIS) - Wildlife Services (WS) Wildlife Damage Management Program, is a Federal program under the USDA. The program is administered locally under the Sacramento Wildlife Services office, and is supported by both local and federal funds. The intent of the program is to reduce human conflicts with wild animals. Often this takes the form of Human Health and Safety (HHS) visits to residents in urban areas affected by wild animals in their homes and yards. A larger portion of the program is aimed at reducing the damage from predatory animals on agricultural producers with both technical and direct assistance to resolve wildlife conflicts. Technical assistance is provided with the goal of enabling farmers/ranchers to work on their own to reduce wildlife damage. Wildlife Services provides information, training, and advice as well as equipment, such as bird deterring devices, to assist farmers/ranchers in their efforts. When wildlife conflicts are more serious, wildlife service specialists employ direct management assistance, using their expertise and skill to disperse or remove problem wildlife. In Plumas and Sierra Counties, currently two (2) federal Wildlife Specialists are working in the Wildlife Services program and are undertaking the various HHS and damage control activities. These Specialists are highly trained and poses the skill and expertise needed to fulfill the intent of the program.

Operations

The Wildlife Services program provides services at the request of affected land owners and/or resource managers. Wildlife Specialists provide the majority of their services to agricultural property owners on ranchlands, and throughout the County. In the urban setting, the Wildlife Specialists engage in wildlife exclusion, technical assistance, and removal of problem wildlife for resource owners that are experiencing damage or conflicts. Occasionally the Wildlife Specialists will provide assistance to parkland managers as well to control problem wildlife.

WS is tasked with managing the damage caused by human-wildlife conflict. Their overall goals are to maintain a biologically sound Integrated Wildlife Damage Management (IWDM) program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and to conduct control activities in accordance with applicable Federal, State and local laws and regulations. Assistance may be in the form of technical support or direct control activities.

To accomplish this goal, the following field services are provided:

- Technical assistance through demonstration and instruction of predator identification, wildlife damage prevention, and/or control techniques.
- Prioritizing and addressing any request that involves human health or safety concerns arising from wild animal interactions.
- Identify species responsible for damage.
- Predator removal when livestock, crop or natural resource damage is verified.
- Nuisance wildlife removal when property damage is identified (including damage to non-agricultural private property).
- Removal of wildlife displaying aggressive behavior or causing injury to county residents.
- Remove sick or injured wildlife.
- Disease surveillance and sample collection/submission.

Project Components

Wildlife Specialists operate by responding to requests from private property owners who are experiencing property or other losses due to depredations. Losses may be highest during the winter/spring when livestock birth rate is highest.

Situations involving public safety generally require a rapid and focused response. Possible public health and safety incidents include attacks or threats from large mammals, mainly bears and mountain lions. Other public health and safety incidents often involve diseased or disease carrying wildlife as well.

Technical Assistance. Wildlife Specialists advise all resource owners on techniques to reduce attraction of predatory or problem animals. Efforts to deter problem animals employ techniques appropriate for each species. Examples of technical assistance that may be provided in urban/rural settings are:

- Chemical repellants
- Elimination of food sources (e.g., bird feeders, pet food, water, fish ponds)
- Hazing and harassing actions (e.g., squirted water from hose, blinking lights)
- Exclusion fencing
- Guard animals
- Securing all points of entry to a property or structure (e.g., grates, fences)

- Night penning
- Avoidance of wildlife relocation, in compliance with state law, to prevent disease transmission, interloping, and transference of a problem from one area to another.

Active Removal of Target Animals. Wildlife Damage Management activities target specific individuals within a local population that are causing damage, or sometimes, individuals known to pose a high risk of damage are targeted separately. Wildlife Specialists do not needlessly remove problem wildlife based on a perceived nuisance or threat of future damage. Wildlife damage investigations are conducted prior to any control or removal efforts.

Plumas and Sierra Counties Wildlife Damage Management activities focus on a few species that cause frequent and significant damage to livestock and urban properties – chiefly coyotes, beavers, skunks, Bears, and raccoons . Bobcats, black bears beavers, and mountain lions may be taken only with a Depredation Permit issued by the California Department of Fish and Wildlife (CDFW). CDFW depredation permits that are required for other animals will be obtained prior to any removal efforts as well.

Wildlife Specialists in Plumas and Sierra Counties are guided by established Federal Standard Operating Procedures and Measures that serve to reduce or avoid adverse environmental effects that might otherwise occur.

1F

ATTORNEY-CLIENT RETAINER AGREEMENT

This agreement is made and entered into this ____ day of April, 2015, by and between, **County of Plumas** (hereinafter "you") and **Jones & Dyer, A Professional Corporation**, attorneys (hereinafter "we").

SCOPE OF SERVICES

You hire Jones & Dyer as your attorneys to represent you and provide legal services to you in the matter of County of Plumas v. BCM Construction Company, Inc., et al. We will provide those legal services reasonably required to fully and adequately represent you. We will take reasonable steps to keep you informed of progress and to respond to your inquiries. If court action is commenced, filed, or deemed necessary, we will represent you at all stages of litigation, including appeal, provided that all fees and costs are kept current.

CLIENT'S DUTIES

You agree to be truthful with us, to cooperate, to keep us fully informed of developments, to abide by this agreement, to pay your bills on time, and to keep us advised of your current address, telephone number and whereabouts.

MINIMUM FEE AND DEPOSIT

You agree to pay us an initial deposit of **\$-0-** by way of a cashier check or wire transfer. The initial deposit, as well as any future deposit, will be held in a non-interest bearing trust account, and our hourly charges will be credited against it. We are authorized to use that fund to pay all attorneys' fees and other charges incurred on your behalf. Whenever the deposit becomes exhausted, we reserve the right to demand further deposits.

Once a trial or arbitration date is set, we reserve the right to require you to pay all sums then owing to us and to deposit the attorneys' fees we estimate will be incurred in preparing for

and completing the trial or arbitration, as well as the jury fees or arbitration fees likely to be assessed.

You agree to pay all additional deposits that may be required within fifteen (15) days of our request for further deposit. Any unused deposit at the conclusion of our services will be promptly refunded to you.

LEGAL FEES

You agree to pay us by the hour at our prevailing rates for time spent on your matter by our legal personnel. Our current hourly rate for services to be rendered in this matter is \$200.00 per hour for attorneys and \$75.00 per hour for paralegals.

We shall also have the right to change our rates and charges once each calendar year, if we determine that circumstances warrant the increase. You will be given thirty (30) days' notice of any intended rate change, after which it will be presumed that you have agreed to the new rates if you do not discharge us within thirty (30) days after notice of said rate change has been given.

In the event of trial or arbitration, we reserve the right to demand an advance deposit for our estimated trial or arbitration fees and costs plus outstanding fees and costs.

BILLING PRACTICES

We shall bill in minimum units of .1 hours (six minutes) for any task.

All charges will be billed at the rate prevailing at the time the task is performed.

COSTS AND OTHER CHARGES

We will incur various costs and expenses in performing legal services under this agreement. You agree to pay for those costs and expenses in addition to the hourly fees. These

costs include court fees, deposition costs, copying, and travel expenses. We charge mileage at 58.5 cents per mile. We charge .02 cents per page for copying.

BILLING STATEMENT

We will send to you periodic statements for fees and costs incurred on a monthly basis. Each statement will be due within fifteen (15) days of its date. You may request a statement at intervals of not less than thirty (30) days. If you do so, we will provide one within fifteen (15) days.

Our statement will clearly set forth the work performed, the amount of time required to perform said work, the rate at which said work is billed, and the basis for calculations of the fees.

If we are holding a deposit from you, the statement shall indicate what portion of the sums due on the billing statement has been paid out of the deposit, and what portion, if any, is then due and owing from you.

LIENS

You hereby grant us a lien on any and all claims or causes of action you may assert in any court action brought by us on your behalf under this agreement. Our lien will be for any sums owing by you to us at the conclusion or termination of our services. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement, or otherwise.

DISCHARGE AND WITHDRAWAL

You may discharge us at any time.

We may withdraw as your attorneys with your consent, or for good cause.

Good cause includes your breach of this agreement, your refusal to cooperate with us or to follow our advice on a material matter, your refusal to timely pay your bill, or any other fact or circumstance that would render our continuing representation unlawful and/or unethical.

You and we agree to sign any documents reasonably necessary to affect or complete our discharge or withdrawal.

When our services conclude, all unpaid charges will immediately become due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any funds or property of yours in our possession.

DISCLAIMER OF GUARANTEE

Nothing in this agreement or in any statements made by us to you will be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the outcome of your matter are expressions of opinion only.

NOTICES

Any notices permitted or required under this contract shall be delivered or mailed to the party in question at the addresses shown on the last page of this contract. Notices shall be deemed received upon delivery, if hand-delivered, or on the third business day after mailing, if mailed. Any party may change its address by giving notice to the other accordance with this paragraph.

WRITTEN CONTRACT REQUIRED BY LAW

This document constitutes the written fee agreement between you and us as required by California Business and Professions Code section 6148, and this agreement shall be governed by the laws of the State of California. By signing this agreement, you shall be presumed to have read and agreed to all of the provisions set forth in this agreement.

ERRORS AND OMISSIONS COVERAGE

Jones & Dyer maintains errors and omissions insurance coverage applicable to the services to be rendered.

I have read and understood the foregoing terms and conditions as set forth in this agreement and agree to them. If more than one party signs below, we each agree to be liable, joint and severally, for all obligations under this agreement.

DATED:

County of Plumas

By:

Address: 520 Main Street, Room 301
Quincy, CA 95971

DATED:

JONES & DYER
a professional corporation

MARK A. JONES

Address: 1800 J Street
Sacramento, CA 95811

PLUMAS COUNTY PLANNING & BUILDING SERVICES

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

www.plumascounty.us



DATE: April 14, 2015

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Randy Wilson, Plumas County Planning Director/Co-Manager of the Plumas County Flood Control and Water Conservation District

RE: Approval of an Agreement between the Sierra Nevada Conservancy and Plumas County to produce a Lake Almanor Water Trails Map and approval of an Agreement for Contract Employee Services with Courtney Gomola and Plumas County to perform the tasks in the Agreement with the Sierra Nevada Conservancy (Lake Almanor Water Trails Map), authorizing the Planning Director to sign the Agreements.

Background

The Sierra Nevada Conservancy desires to finance the development of a Lake Almanor Water Trails Map. A water trail map is a tool to enhance non-motorized boating on Lake Almanor. The project is anticipated to encourage more visits to the Almanor Basin and help improve the economy and garner more appreciation of the natural resources of the area. The primary products will be a map with the necessary information to guide a paddler on a tour of Lake Almanor. The map will include launch sites, campgrounds, restaurants, resorts, picnic areas, and will list ancillary local businesses such as grocery stores, outfitters, and hotels. The map will also include information on natural history, including wildlife viewing and historical sites around the lake.

This initial effort will focus on Lake Almanor. However, in the future there may be an effort to map Butt Valley Reservoir and Mountain Meadows Reservoir. The effort is modeled after the Lake Tahoe Water Trail Map. While the map is intended for non-motorized boating on Lake Almanor, very likely those doing motorized boating will also use the map. The attached Agreement with the Sierra Nevada Conservancy indicates the tasks to be performed in the production of the Lake Almanor Water Trails Map.

Courtney Gomola has agreed to produce this Water Trails Map. Attached is an Agreement for Contract Services for Courtney to perform the work for this project. Also attached is Courtney's resume for your review.

The Agreement with the Sierra Nevada Conservancy provides for \$15,000 to perform this effort. Plumas County may charge an administrative and overhead fee up to 15% of the cost of the project, or \$2,250. Staff will bring back to the Board budgetary changes to the Planning Department budget to account for the revenue from the Sierra Nevada Conservancy, which will be by reimbursement for the costs of the project, and staff will also provide a budget for the costs of the project and account for the administration revenue at a later Board meeting.

ACTIONS FOR CONSIDERATION

Staff recommends the Board of the Supervisors take the following actions.

- I. Approve the agreement between the Sierra Nevada Conservancy and Plumas County for the production of a Lake Almanor Water Trails Map in the amount of \$15,000 and authorize the Planning Director to sign the agreement.
- II. Approve the agreement for Contract Employee Services with Courtney Gomola to produce a Lake Almanor Water Trails Map in accordance with the Agreement with the Sierra Nevada Conservancy and authorized the Planning Director to sign the agreement.

Attachments:

Agreement between the Sierra Nevada Conservancy and Plumas County to produce a Lake Almanor Water Trails Map

Agreement for Contract Employee Services with Courtney Gomola and Plumas County

Courtney Gomola's Resume

Flyer of Product Details, Almanor Basin Water Trail

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

P1422049

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Sierra Nevada Conservancy

DRAFT

CONTRACTOR'S NAME

Plumas County

2. The term of this Agreement is: April 1, 2015 through March 31, 2016

3. The maximum amount of this Agreement is: \$ 15,000.00
Fifteen 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 3 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:



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

1 page(s)



Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

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.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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.)

Plumas County

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Randy Wilson,

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Sierra Nevada Conservancy

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jim Branham, Executive Officer

ADDRESS

11521 Blocker Drive, Suite 205, Auburn, CA 95603

California Department of General
Services Use Only

☐ Exempt per:

BACKGROUND

The Sierra Nevada Conservancy (SNC or Conservancy) is a State agency within the Resources Agency created by bi-partisan legislation, co-authored by Assembly members John Laird and Tim Leslie, and signed into law in September 2004. The Laird-Leslie Sierra Nevada Act of 2004 (the Act) established the Sierra Nevada Conservancy (the conservancy). The Act is found in its entirety in sections 33000 to 33356, inclusive of the Public Resources Code (PRC). It was created with the understanding that the environmental, economic and social well-being of the Sierra Nevada and its communities are closely linked and that the region would benefit from an organization providing a strategic direction. The SNC is charged with a broad mission, to be accomplished through a variety of activities in collaboration and cooperation with various partners, as follows:

Initiate, encourage, and support efforts that improve the environmental, economic and social well-being of the Sierra Nevada Region, its communities and the citizens of California.

The Conservancy's jurisdictional area covers 25 million acres, from Kern County north to the Oregon border. The Conservancy's effort supports environmental preservation while also assisting the regional economy, thereby serving as an example of how the region's economy and its environment function in harmony. The Conservancy's program priorities include community outreach efforts, and seek opportunities to improve the economic well-being of communities in the region. The SNC purchases, where practical, resources for goods and services within the Sierra Nevada Region.

LEGAL MANDATES AND AUTHORITIES

The Act (Section 33320(a)-(l), inclusive) gives the conservancy a broad mandate within its jurisdictional region, and working in collaboration and cooperation with local governments and interested parties:

Provide increased opportunities for tourism and recreation; protect, conserve and restore the region's resources; aid in the preservation of working landscapes; reduce the risk of natural disasters; protect and improve water and air quality; assist in the regional economy; identify the highest priority projects and initiatives for which funding is needed; enhance public use and enjoyment; support efforts that advance environmental preservation and economic well-being.

STATUTORY POWERS

The Act gives the conservancy board the following directives and powers to carry out its mandates, duties and responsibilities:

- a) It is to adopt rules, regulations and procedures for the conduct of conservancy business (Section 33325(b)).
- b) It may enter into contracts with private entities and public agencies to procure consulting and other services necessary to achieve the purpose of this division (the Act) (Section 33329).

The Act gives the conservancy and its board the following powers to carry out its mandates, duties and responsibilities:

- a) It may make grants or loans to non-private entities in order to carry out the purposes of the Act, as discussed above (Section 33343 (a)).
- b) It will adopt guidelines setting the criteria for projects and programs [following the criteria set forth in the section] (Section 33345).
- c) It may expend funds to facilitate collaborative planning efforts and to develop projects and programs that are designed to further the purposes of the Act (Section 33346 (a)).
- d) It may provide and make available technical information, expertise, and other nonfinancial assistance to non-private organizations to support program and project development and implementation (Section 33346 (b)).

PROJECT MANAGER

The project managers during the term of this agreement are as follows.

Direct Scope of Work inquiries to:

Sierra Nevada Conservancy	Plumas County
Name : Bob Kingman	Name: Randy Wilson
Phone: 530-823-4678	Phone:
Fax: 530-823-4665	Fax:
e-mail: bob.kingman@sierranevada.ca.gov	e-mail: randy.wilson@countyofplumas.com

AMENDMENTS

This Agreement may be amended to adjust scope of work, time or funding, for one time only, and is being amended because of an exceptional unanticipated circumstance. This agreement may be amended in writing, and not otherwise, as mutually agreed upon by the parties hereto.

SCOPE OF WORK SUMMARY

This agreement with Plumas County supports the development of a Lake Almanor Water Trail. This undertaking is directly aligned with fulfilling the Sierra Nevada Conservancy's (SNC) mission and could help strengthen the tourism economy of the region.

The contractor, Plumas County, will help organize, manage, and follow-through with tasks identified by the Caribou Alliance for Trails in their work to establish a Lake Almanor Water Trail. Plumas County will facilitate the gathering of all the necessary data, information, and outreach to establish the Lake Almanor Water Trail. The information gathered would be used for publication of printed and/or web-based guides and future marketing of the trail. Plumas County will also establish business contacts with website developers and media publishers for future negotiations. Plumas County will identify or serve as a fiscal agent and applicant for additional grants to support water trail implementation projects.

SCOPE OF WORK

Task 1 – Facilitate, Manage, and Document Water Trail Committee Meetings

Organize and manage up to 15 meetings, including the following: 1) prepare and distribute agendas; 2) facilitate meetings; and 3) record and distribute notes from meetings.

Timeline: From start of agreement through March 31, 2016.

Task 2 – Gather Information about Water Trail Amenities

Compile and organize all relative information about the following types of amenities for use in trail maps, brochures, and websites:

Public access points, private properties that allow public access, private properties that do not allow public access, lodging facilities, camping facilities, restaurants, parking facilities, emergency contacts, equipment rental and sales, outfitters, guide services, restrooms, local history, flora and fauna, natural history, photographs, illustrations.

Timeline: From start of agreement through March 31, 2016

Travel costs associated with the above. In-State travel will be charged at State of California Department of Human Resources rates. Receipts are required for all expenses claimed. State travel policies must be adhered to. Policies and travel reimbursement rates are available at:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

Deliverables/Due Dates

Progress reports are due quarterly and will accompany each invoice.

A final report with copies of all data collected as described above in Microsoft XL, Word, or .jpg (photos) formats – due by March 31, 2016

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Maximum Payable

The maximum amount of this Agreement shall not exceed \$15,000.00 and is inclusive of all wages, salaries, fringe benefits, travel costs, direct and indirect costs of the total direct cost. The amount of administrative or overhead fees shall be up to 15% of the total cost.

2. Invoicing and Payment

- A. For services satisfactorily rendered in conformity with the work specified in Exhibit A, and upon acceptance of deliverables and approval of the invoices, the SNC agrees to compensate the Contractor only for actual expenditures incurred.
- B. The invoice shall be submitted in arrears, not more frequently than quarterly to the Sierra Nevada Conservancy, 11521 Blocker Drive, Suite 205, Auburn, CA 95603, Attention: Invoice Processing.

Required elements for the invoice are as follows:

- **Contract number of this Agreement**
 - Remit to name, address & telephone number
 - Invoice number
 - Invoice date
 - Period of performance
 - Description of work performed for each task in accordance with Exhibit A
 - Dates worked and hours billed for each staff
 - Cumulative price invoiced to date
 - Substantiating documentation for all operating costs claimed, including receipts
- C. In-State travel will be charged at State of California Department of Human Resources accepted rates. Receipts are required for all expenses claimed. State travel policies must be adhered to. Policies and travel reimbursement rates are available at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

3. Budget Contingency Clause

- A. 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 State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

SPECIAL TERMS AND CONDITIONS

Excise Tax: The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages.

Settlement of Disputes: In the event of a dispute, Contractor shall file a "Notice of Dispute" with Sierra Nevada Conservancy Executive Officer within ten (10) days of discovery of the problem. Within ten (10) days, the Sierra Nevada Conservancy Executive Officer shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Sierra Nevada Conservancy Executive Officer shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

Potential Subcontractors: Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Amendments: The State reserves the right to amend this agreement with options to extend for time or money. This agreement may be amended in writing, and not otherwise, as mutually agreed upon by the parties hereto. The amendment shall be subject to the approval of the Department of General Services, unless otherwise exempted. All performance under this agreement shall be completed on or before the termination date of the agreement.

Cancellation Provisions: Either party may, in writing with thirty (30) days advance written notice, may cancel this agreement at any time. If canceled, payment shall be made only for performance authorized up to the date of cancellation. Cancellation date shall be the date as specified on the cancellation notification letter.

Agency Liability: Both parties warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingency fee.

Confidentiality of Data: No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State. Contractor by acceptance of this contract is subject to all of the requirements of the Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

AGREEMENT FOR CONTRACT EMPLOYEE SERVICES

This Agreement is entered into this 14th day of April, 2015, between the PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and COURTNEY GOMOLA, hereinafter referred to as "CONTRACT EMPLOYEE," to provide contract employee services to the County.

1. DEFINITIONS

For clarification purposes, the following terms and phrases are further clarified in regard to usage in the administration of this contract:

CONTRACT EMPLOYEE: Courtney Gomola. The contract provisions are solely applicable to the named individual.

PAYROLL: The Contract Employee shall be considered an "Extra Help Employee," who will serve at the pleasure of the Plumas County Planning Director.

2. SERVICES TO BE PROVIDED

CONTRACT EMPLOYEE shall support the development the Almanor Basin Water Trail as funded by an Agreement between (County) and the Sierra Nevada Conservancy ("SNC"). Duties include:

Task 1. Facilitate, Manage and Document Water Trail Committee Meetings

Organize and manage up to 15 meetings, including the following: 1) prepare and distribute agendas, 2) facilitate meetings, and 3) record and distribute notes from the meetings.

Timeline: From start of agreement through March 31, 2016.

Task 2. Gather Information about Water Trail Amenities

Compile and organize all relative information about the following types of amenities for use in trail maps, brochures, and websites:

Public Access points, private properties that allow public access, private properties that do not allow public access, lodging facilities, camping facilities, restaurants, parking facilities, emergency contacts, equipment rental and sales, outfitters, guide services, restrooms, local history, flora and fauna, natural history, photographs, illustrations.

Timeline: From start of agreement through March 31, 2016.

CONTRACT EMPLOYEE shall consult with the Plumas County Planning Director on an ongoing basis to identify and prioritize specific services to be provided pursuant to the Agreement.

Inherent in the services to be provided is an on-going duty to be aware of appropriated funding that is intended to cost the costs of services and other reimbursements to the CONTRACT EMPLOYEE.

3. CONTRACT SCHEDULE

Timeline: From start of agreement through March 31, 2016.

4. TERM

CONTRACT EMPLOYEE shall be retained for a period of eleven and one half (11.5) months, commencing on April 14, 2015, and ending on March 31, 2016 subject to Paragraph 5, below.

5. COMPENSATION AND REIMBURSEMENT

CONTRACT EMPLOYEE shall be compensated for her service at the rate of Twenty Dollars per hour (\$20.00/hr).

CONTRACT EMPLOYEE shall not exceed an average of 29 work hours per week.

Subject to pre-authorization by the County, County shall reimburse CONTRACT EMPLOYEE for reasonable and necessary travel expenses for travel by County travel policies.

CONTRACT EMPLOYEE shall submit to the County, a time card and any reimbursement requests, on a bi-weekly basis, in accordance with policies and procedure established by the Planning Director.

6. PAYMENT

Payment for services shall be processed as part of the regular County bi-weekly payroll, upon submission of a timesheet as approved by the Planning Director.

Upon submission of a submitted reimbursement request for payment, if any, as approved by the Planning Director, payment shall be processed by the County, but reimbursement may take more than two (2) weeks.

7. NOTICES

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

If to Contract Employee:

Courtney Gomola

P.O. Box 11

Taylorsville, CA 95983

If to Planning Director:

Randy Wilson

Planning Director

555 Main Street,

Quincy, CA 95971

Tel: (530) 284-1022

Tel: (530) 283-6214

Fax: (530) 283-6134

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

8. TERMINATION

COUNTY, Planning Director may terminate this agreement at any time, with or without cause, upon two (2) weeks written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to the notice of dismissal and to any rights to hearing or appeal thereon. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CONTRACT EMPLOYEE to resign at any time from this position with the COUNTY, upon two (2) weeks written notice to the Planning Director.

9. EMPLOYMENT BENEFITS

COUNTY shall provide CONTRACT EMPLOYEE no benefits or compensation other than salary and compensation as described in Section 5. CONTRACT EMPLOYEE shall not be entitled to participate in the "Standard Department Head Benefit Program", including but not limited to, PERS retirement, County Medical, Sick Leave and/or Vacation.

10. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to the Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental (district) procedures.

11. NON-ASSIGNABLE

This Contract is personal and is not assignable under any circumstances.

12. OTHER WORK BY CONTRACT EMPLOYEE

Employment shall not be construed to preclude teaching, writing, or consulting performed on the CONTRACT EMPLOYEE'S time off. County is aware that the Contract Employee is also employed by the Sierra Institute.

13. REPORTING

CONTRACT EMPLOYEE will report directly with the Planning Director.

14. MODIFICATION

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

15. ATTORNEY'S FEES AND COSTS

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

After the claims procedures that may be applicable under the California Government Tort Act are exhausted, any dispute arising between the CONTRACT EMPLOYEE and the County pertaining to the formation, validity, interpretation, effect, performance or alleged breach of this Agreement (hereinafter referred to as "Arbitral Dispute") will be submitted to binding arbitration in Plumas County, California. The Arbitrator shall be chosen from a list of retired judges and/or local attorneys within Plumas County, unless mutually agreed to by the parties. The parties agree to submit any such dispute to binding arbitration within six (6) months of the alleged violation of this Agreement. Any such claims not presented within six (6) months shall be deemed waived. The parties agree to conduct arbitration using rules that may be established by the Arbitrator. The parties agree that such arbitration shall be the exclusive remedy for any Arbitral Dispute arising out of this Agreement, and hereby expressly waive any right they have or may have to a jury trial of any dispute arising out of this Agreement. In making an award, the Arbitrator shall have no power to add to, delete from or modify the terms of this Agreement, or to construe implied terms or covenants herein, the parties being in agreement that no such implied terms or covenants are intended. In reaching a decision, the Arbitrator shall adhere to relevant laws and an applicable legal precedent, and shall have no power to vary there from. Should the Arbitrator exceed the jurisdiction or authority here conferred, any party aggrieved thereby may file a petition to vacate, amend or correct the award so rendered in a court of competent jurisdiction.

16. INTEREST OF CONTRACT EMPLOYEE

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

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

17. SEVERABILITY

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

18. INDEMNIFICATION

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

19. GENERAL PROVISIONS

The text herein shall constitute the entire agreement between parties.

This Agreement shall be binding upon, and inure to the benefit of the heirs, successors, assigns, executors and personal representatives of the parties hereto.

This Agreement shall become effective on April 14, 2015, after authorization is granted by the Plumas County Board of Supervisors. The Board will have to approve both this agreement and the agreement with the SNC, who will sign after the Board's approval.

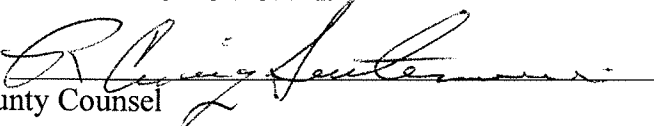
CONTRACT EMPLOYEE

By: _____ Date: _____
Courtney Gomola

PLUMAS COUNTY

By: _____ Date: _____
Randy Wilson
Planning Director

APPROVED AS TO FORM:

By:  _____ Date: 4/3/2015
County Counsel

APPROVED AS TO COMPLIANCE WITH PLUMAS COUNTY PURCHASING POLICY

By: _____ Date: _____
Chair, Plumas County Board of Supervisors

RESUME:

Courtney Gomola

PO Box 11

Taylorsville, CA 95983

cgomola@sierrainstitute.us

EDUCATION

Colorado State University, Fort Collins, CO 2011-2014

M.S. in Ecology, *cum laude*

State University of New York College of Environmental Science and Forestry, Syracuse, New York 2008-2010

B.S. in Environmental Biology, concentration in Botany and Ecology, *magna cum laude*

RESEARCH and FIELD EXPERIENCE

Watershed Coordinator- Lake Almanor Watershed Group- a project of Sierra Institute for Community and Environment, August 2014- March 2015

- Creation of outreach materials on water conservation practices and drought implications
- Social assessment and resulting white paper production of adaptations to ranching practices in Indian Valley (Plumas, CA) in response to drought
- Organization and execution of meetings and public forums
- Interacting with public, government agencies, public officials and local business owners regarding watershed monitoring, regional work in the Upper Feather River Watershed, and the creation of a water trails map for the Almanor Basin
- GIS mapping using a handheld GPS unit of pre-determined sampling locations
- Creation of website, logos and modification of photos using Adobe Illustrator, InDesign and Photoshop

Research Assistant- McKay Lab: Colorado State University, August 2011- April 2014

(Supervisor: Dr. John McKay)

- Design, maintenance, and collection of data for field, greenhouse and growth chamber experiments testing biological and ecological questions,
- Propagation of plants in a greenhouse, collection of phenological data, statistical analysis; DNA extraction, microsatellite analysis, fluorometric enzyme assays on soil samples, C and N content of plant tissue and soil material
- Presentation of experimental data in oral and written reports

Research Assistant: USDA- Agricultural Research Station, Sidney, MT Summer 2011 (Supervisor: Dr. Erin Espeland)

- Collection of phenological and reproductive data on grass species, assisted in field collections of soil samples in Montana and South Dakota

Plant Ecology Research Assistant Intern- University of California, Davis McLaughlin Natural Reserve (Supervisors: Dr. Paul Aigner, Dr. Kara Moore, Dr. Jen Lau)

- Independently collected phenological data from experimental plots in serpentine and loam communities throughout the reserve, worked with established sampling protocols to maintain uniformity of previous data collection techniques

- Mapping, removal and control of invasive species using mechanical and chemical techniques in grassland and riparian ecosystems; assistance in prescribed burns

Vegetation Management and Environmental Education Intern: Lava Beds National Monument April-September 2010 (Supervisor: Jason Mateljak)

- Mapping and site location via handheld GPS, reporting invasive species management efforts and success, mechanical control of invasive species
- Propagation of native species for restoration projects, restoration planting and trail work with hand tools, avian and bat surveys

Research Assistant: SUNY College of Environmental Science and Forestry (Supervisor: Dr. Michael O'Brien)

- Site assessment of hardwood and conifer forests; identification of mycorrhizal colonization, isolation of mycorrhizae, DNA extraction, gel electrophoresis, DNA sequencing and analysis

RECENT VOLUNTEER OUTREACH

Vegetable Garden Volunteer, Indian Valley 4-H, September 2014- March 2015

Education and Garden Volunteer at the Gardens on Spring Creek, August-November 2013, June-July 2014, Fort Collins, CO

Communications Officer- Colorado State University Chapter of the Society for Ecological Restoration, December 2011- September 2013. Fort Collins, CO

'Invasive Plants'- Fort Collins Master Naturalist Seminar, April 2012. Fort Collins, CO, Oral presenter

Sustainable Living Fair Volunteer, September 2011-2013. Fort Collins, CO

'Ecology of serpentine grasslands and endemic plants'- Middletown High School (9th and 11th grade), March 2011, Middletown, CA

RECENT AWARDS and HONORS

Graduate Student Teaching Award, Department of Bioagricultural Sciences and Pest Management (Fall 2013)

2nd place- Best Student Oral Presentation, 3rd Conference on Invasion Biology, Ecology and Management, Lexington, KY (Spring 2013)

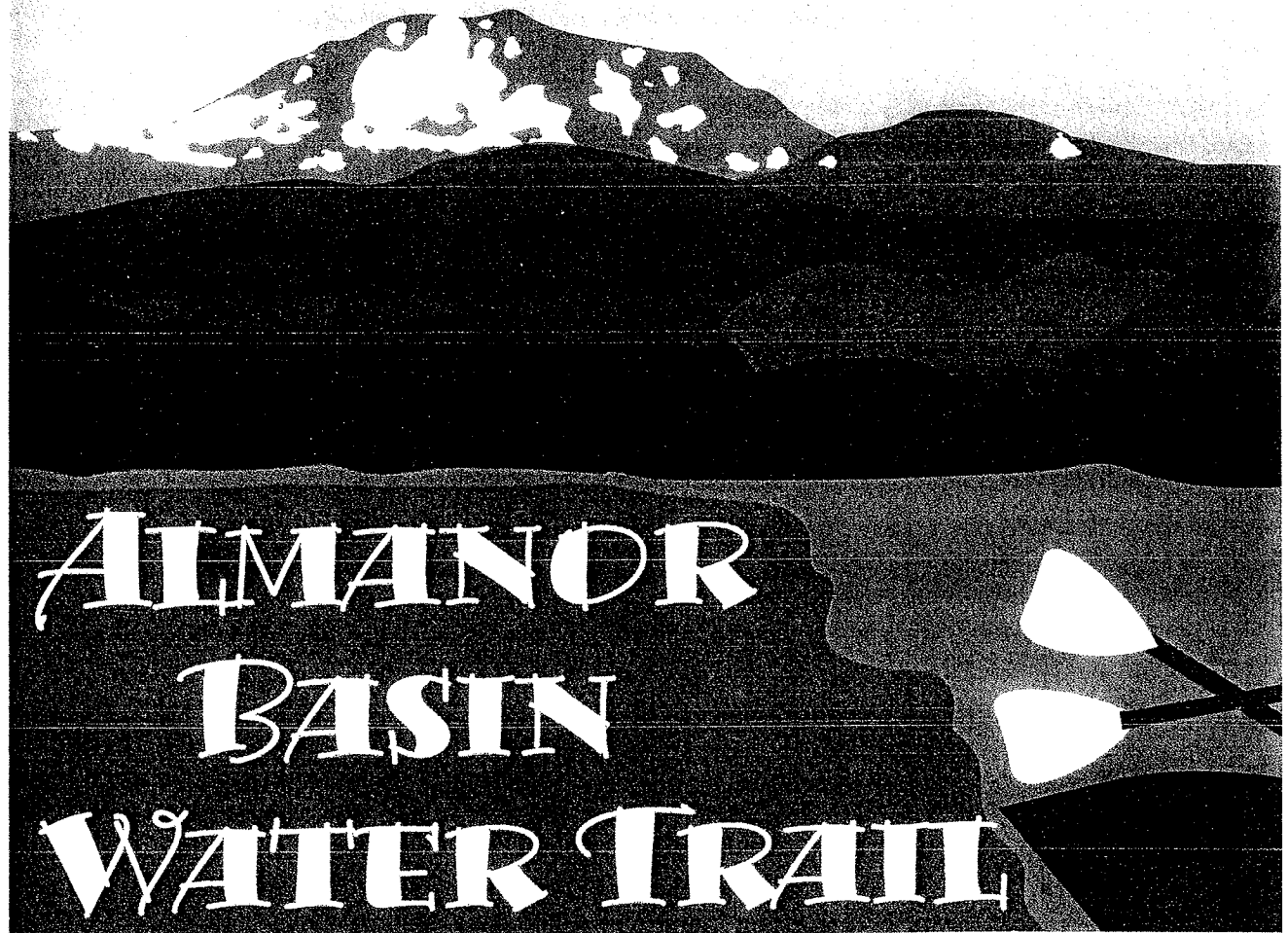
Graduate Degree Program in Ecology Spring Travel Award, Graduate Degree Program in Ecology (Spring 2013)

Outstanding Master's Student, Department of Bioagricultural Sciences and Pest Management (Fall 2012)

University Programs for Research and Scholarly Excellence (PRSE) Fellowship, Department of Bioagricultural and Pest Management (Spring 2012)

University Programs for Research and Scholarly Excellence (PRSE) Fellowship, Department of Bioagricultural and Pest Management (Fall 2011)

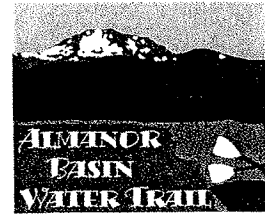
Colorado State Graduate Fellowship, Colorado State University (Fall 2011)



Project Details

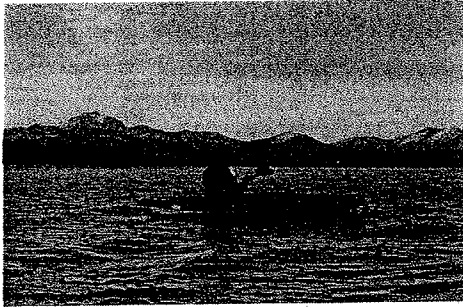
March 5, 2015

Almanor Basin Water Trails Project



The Opportunity:

The Almanor Basin offers a wealth of nature-based recreational possibilities for residents as well as seasonal visitors. The scenic beauty and biological diversity of Lake Almanor and the surrounding area are surpassed by few places in California. The landscape abounds with lush forests, cascading creeks and spectacular wildlife. However, the value of these special places is often unappreciated by both basin

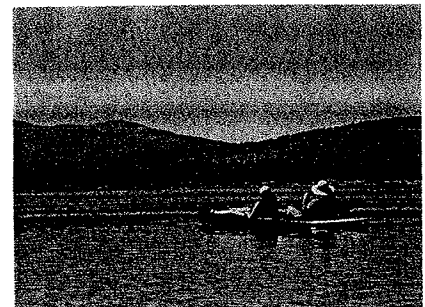


residents and potential visitors. Although many of the businesses in the Almanor Basin rely heavily on tourism, visitor use is substantially limited to the summer months. In order to encourage more visits - especially outside of the peak summer season - to the basin to help improve the economy and garner more appreciation for our natural resources, we are developing a water trail. A water trail is a tool to enhance non-motorized boating opportunities and experiences.

The Approach:

The Caribou Alliance for Trails, a volunteer-based group focused in Chester, CA, is engaged in creating a water trail to enhance non-motorized boating on Lake Almanor, Butt Lake and Mountain Meadows Reservoir. A water trail is unique in that it requires very little infrastructure development. As such, the primary products will be a map with all the necessary information to guide a paddler on a tour of these water bodies, whether for 2 hours or 4 days. The map will include launch sites, campgrounds, restaurants, resorts, picnic areas, and will list ancillary local businesses such as grocery stores, outfitters and hotels. It will also include information on natural history including areas for wildlife viewing and historic sites around the lake. The publication will be modeled after the Tahoe Water Trail (<http://laketahoewatertrail.org/>), and will be funded by grants secured through state and private supporters.

The goal of this publication will be to stimulate more nature-based tourism around the lake by enhancing opportunities for kayaking, canoeing, and paddleboarding. These individuals are inherently low-impact users of the waterways, and often bring with them interests in exploring the ecological aspects of the areas that they visit as well as enjoying the recreation. The map will cater to these interests by including information on the local flora and fauna, as well as history of the native Maidu people and interesting cultural facts. This information will help create a base of tourism that positively impacts the economy and creates more appreciation for the environment with minimal impacts to the ecology of the lake. These visitors are also more likely to visit the lake during the shoulder seasons of spring and fall to take advantage of calmer waters and migrating birds, which will extend the tourism season.



A secondary benefit of the map will be to create a stronger sense of community and collaboration among business owners around the Basin. We hope that these efforts can help bring businesses and the residents together to foster more economically and ecologically stable tourism in the Almanor Basin.

ALMANOR BASIN WATER TRAILS PROJECT LIST

Project Area	TASK	Target Due Date	Task Completion Date
MAP CREATION	Define resources, businesses and extent of geographic areas to include in map.	4/15/15	
	Create a list of relevant businesses around Lake Almanor	4/15/15	
	Create list of boat entry/exit locations and other relevant resources	4/22/15	
	GIS lakeshore businesses, entry points and points of interest around the lake	5/5/15	
	Create a draft map of Almanor Water Trail	4/30/15	
	Develop contact info/amenities form for relevant businesses	4/30/15	
	Generate information on emergency services and private property considerations	5/1/15	
	Compile list of local flora	6/10/15	
	Compile list of local fauna	6/5/15	
	Compile points of interest around water bodies	5/29/15	
	Compile "Did you know...." about Almanor Basin	4/24/15	
	Compile Valuable Information/Data by month (sunset/sunrise, avg monthly precip, avg hi/low temps)	4/24/15	
	Compile boating safety, regulations, boat storage, security	4/24/15	
	Generate information on parking and transport around the Lake	5/30/15	
	Generate Day/ Multi-Day Trip itineraries	6/5/15	
	Develop list of Leave No Trace principles around water bodies	5/29/15	
	Generate high-quality digital images of the lake, people involved in non-motorized boat travel, flora/fauna, etc	7/5/15	
PARTNER INVOLVEMENT	Write up a white paper for distribution to potential partners	4/15/15	*Draft 2/1/15
	Determine fiscal sponsors of the map	4/5/15	
	Create a map of land ownership around Lake Almanor	4/15/15	
	Initial contact to PG&E	1/16/15	12/1/14
	Define role of PG&E	5/1/15	
	Contact Maidu regarding involvement	4/10/15	
	Contact Feather River Land Trust	4/10/15	
	Talk to Stewardship Council regarding access enhancements	4/30/15	
	Contact Plumas Audubon	4/17/15	
	Contact Lake Almanor Chamber of Commerce	4/24/15	
	Develop a charter document defining purpose, mission, and goals, partner roles	5/5/15	
	Generate contact list for relevant businesses	5/5/15	
COMMUNITY INVOLVEMENT	Contact lakeshore business owners with white paper and contact/amenities form	4/30/15	
	Develop public meeting schedules	4/15/15	
	Schedule a meeting for businesses, property owners and partners	4/30/15	
	Contact lakeshore private property owners with white paper and meeting times	5/5/15	
	Connect with local paper for article on water trails (and meeting announcement)	5/5/15	
	Hold first public meeting	5/20/15	
PRODUCTION/ MARKETING	Determine and secure domain name	4/15/15	
	Develop a logo for Almanor Basin Water Trails	4/15/15	Draft completed 11/21/2014
	Determine initial number of maps to produce	6/5/15	
	Estimates on printing costs, time, etc	6/10/15	
	Create a marketing plan for map	6/15/15	
	Organize public paddle trips around the Lake	6/20/15	
	Full creation of map set for printing	7/24/15	



Plumas County Office of Emergency Services

270 County Hospital Road #127
Quincy, California 95971

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

261

Date: April 3, 2015
To: Honorable Board of Supervisors
From: Jerry Sipe
RE: Agenda Item for April 14, 2015

Recommendation: Terminate the local emergency due to February 2015 Winter Storms.

Background and Discussion: On March 10, the Board reviewed the need for continuing a local emergency proclamation due to the February 2015 winter storms. At that time, the Board extended the proclamation because all of the damages may not have been known and individual property cleanup and recovery was still on going. As specified in Section 8630 of the California Emergency Services Act, the governing body must review the need for continuing the local emergency every month, so the Board is again asked to review this emergency proclamation.

Emergency Services has not received any recent requests for service or new information regarding undiscovered losses. Individual recovery efforts throughout the county are well underway, with the Public Works' emergency green waste disposal facility closure expected the week of April 13. Also, the Building Department has issued 29 permits for repair or replacement of storm-related damages as of April 1. It is possible that some seasonal residents or second home owners' losses may still not be fully known or discovered, but hopefully these will be minimal. At this time, no further state or regional assistance is anticipated related to this incident.

Based on the above, it is recommended that the Board terminate the local emergency due to February 2015 winter storms as ratified by the Board on February 10, 2015 and continued on March 10, 2015.

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

Thank you.

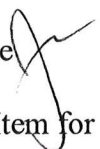


Plumas County Office of Emergency Services

270 County Hospital Road #127
Quincy, California 95971

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

282

Date: April 3, 2015
To: Honorable Board of Supervisors
CC: Sheriff Greg Hagwood
From: Jerry Sipe 
RE: Agenda Item for April 14, 2015

Recommendation: Approve a Memorandum of Understanding for Coordinated Use of the Fire Radio Communications System with Local Fire Departments.

Background and Discussion: The countywide fire communications system consists of various equipment, locations and frequencies to provide fire communications throughout Plumas County. Local fire agencies are the day-to-day users, but the Sheriff's Office and Emergency Services also play important roles in use, operation, licensing and maintenance of the system. The Sheriff's Office staffs and manages central dispatch, which serves as the public safety answering point and is also responsible for law enforcement dispatch countywide. Emergency Services is the Federal Communications Commission (FCC) licensee, responsible to specify and ensure proper use, procedures and restrictions for the system.

Historically the terms of use and operation of this system have been informal. The purpose of this Memorandum of Understanding (MOU) is to ensure the integrity of the fire communications system and to ensure it continues to be available and effective for emergency use. To this end this MOU, among other things, documents responsibilities of the parties, establishes written guidelines for radio use, specifies the processes to change dispatch maps, and documents the process for reporting errors, breaches or ways to improve the system.

The complete MOU, including the FCC licenses and dispatch policy and procedure attachments, have been reviewed and approved by the Plumas County Fire Chief's Association, the Fire Communications Committee, the Sheriff's Office and Deputy County Counsel. The complete MOU is on file with the Clerk of the Board for your review.

At this time, the Board is asked to approve the Memorandum of Understanding regarding coordinated use of the fire radio communications system and authorize Emergency Services and the Sheriff's Office to seek approvals from the governing boards of those local agencies providing structural fire protection in Plumas County.

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

3B

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, (hereinafter referred to as "County"), and KEMPER CONSULTING GROUP, a sole proprietorship, Lee D. Kemper, Principal (hereinafter referred to as "Consultant").

The parties agree as follows:

1. Scope of Work. Consultant shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Consultant for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Consultant under this Agreement shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000).
3. Term. The term of this agreement shall be from April 7, 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, County shall notify Consultant and the County shall have no liability to pay any further funds whatsoever to Consultant, other than for services provided prior to Consultant's receipt of County's notification, or furnish any other consideration under this Agreement and Consultant 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 Consultant 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. Consultant 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. Consultant 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.

____ COUNTY INITIALS

CONSULTANT INITIALS

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8. Consultant's Responsibilities.

- A. Consultant shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.
- B. In addition, Consultant shall indemnify, defend and hold harmless the County of Plumas, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by Consultant's willful misconduct or negligence, or the willful misconduct or negligence of any subcontractor, agent or employee of Consultant.

Consultant's aggregate liability for all claims, whether as a result of breach of contract, tort, or otherwise, regardless of the theory of liability assessed, is limited to no more than the total amount paid to Consultant for services provided under this Agreement, and only to the extent finally determined to have resulted from Consultant's willful misconduct or negligence. Consultant shall not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages.

In providing any defense under this Paragraph, Consultant shall use counsel reasonably acceptable to the County Counsel.

9. Public Liability and Property Damage Insurance.

- A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
 - a. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
 - i. Comprehensive General Liability - \$1,000,000/occurrence and \$2,000,000/aggregate.
 - ii. Automobile Liability - \$500,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Nonowned vehicles).
 - iii. Professional Liability/Malpractice/Errors and Omissions - \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the Consultant must provide this insurance. If not, then this requirement automatically does not apply.)
 - iv. Workers' Compensation - Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
 - b. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the automobile, workers' compensation and

professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)

- c. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.
 - d. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 - e. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.
 - f. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Risk Manager (ten (10) days for delinquent insurance premium payments).
 - g. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise approved by the County Risk Manager.
 - h. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 - i. For any claims relating to this Agreement, the Consultant’s insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Consultant’s liability insurance policy.
 - j. The Consultant shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the Risk Manager with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All indorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County’s

request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

- C. During the term of this Agreement, Consultant shall furnish the Risk Manager with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

10. Workers' Compensation.

Consultant shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the Risk Manager in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Consultant affirmatively represents that she/he has the requisite legal authority to do so on behalf of Consultant, both the person executing this Agreement on behalf of Consultant and Consultant understand that the County is relying on this representation in entering into this Agreement.

11. Licenses and Permits. Consultant 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 Consultant to practice its profession and to perform its duties and obligations under this Agreement. Consultant represents and warrants to County that Consultant 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 Consultant or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Consultant is not acting hereunder as an employee of the County, but solely as an independent contractor. Consultant, 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, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Assignment. Consultant may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Consultant agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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. Consultant 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 Consultant.
22. 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:
Board of Supervisors
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971
Attention: Chair

Consultant:
Lee D. Kemper, President
Kemper Consulting Group
1841 11th Avenue
Sacramento, CA 95818
Attention: Lee D. Kemper

With a copy to:

Risk Manager
County of Plumas
520 Main Street, Room 205
Quincy, CA 95971

23. 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.
24. Contract Execution. Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.
25. 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 Consultant 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.

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

CONSULTANT:

KEMPER CONSULTING GROUP,
a sole proprietorship

By: 

Name: Lee D. Kemper

Title: President

Date signed: April 1, 2015

COUNTY:

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

By: _____

Name: Kevin Goss

Title: Chair, Board of Supervisor

Date signed: April 7, 2015

APPROVED AS TO FORM:

R. Craig Settlemyre
Plumas County Counsel

EXHIBIT A

Scope of Work

CONTRACTOR shall provide professional consulting services to the Plumas County Board of Supervisors pertaining to mental health and substance use disorder programs and services operated or administered by Plumas County, and to other departments or officials within the larger Plumas County governmental organization in connection with areas of joint responsibility or concern. Such other Plumas County departments include but are not limited to Public Health, Social Services, and the criminal justice system.

I. SCOPE OF SERVICES

Consulting services shall focus on a review of the core organizational components of the Plumas County Mental Health Department and the Plumas County Department of Alcohol and Drug Programs and development of a plan for a combined Plumas County Department of Behavioral Health.

A. Review of Core Organizational Components and Development of Plan

CONTRACTOR shall conduct a review of all of the matters set forth below. CONTRACTOR, in CONTRACTOR'S sole discretion, shall determine the specific nature and extent of review of all of the following:

1. Organizational Capacity, Orientation, and Collaboration

CONTRACTOR shall assess and review all of the following:

- Evidence and documentation of a strategic vision, mission and goals to guide each department's current operations and the role of senior management in establishing the vision, mission and goals
- Current role of key internal stakeholders and opinion leaders and key external stakeholders, including clients, healthcare providers, other county departments, and community based organizations, in providing input and feedback to each department
- Evidence of collaborative planning, program development and service delivery between the two current departments and by each department with external stakeholders
- MHSA planning process, current MHSA plan implementation efforts, and proposed but yet to be implemented service delivery strategies, financing and reserve funds, and program expenditures
- Evidence that current service delivery design is built upon and/or incorporates best practices from the mental health and substance use disorder (SUD) fields
- Current and historic barriers to service delivery in meeting client needs

2. Core Program Structure and Philosophy of Care

CONTRACTOR shall assess and review all of the following:

- Documentation of the service delivery system structure, including administrative processes and structure
- Extent to which services delivered are founded on evidence-based, best practice approaches/models
- Processes and supports to promote cultural competence among service providers
- Extent of team supported recovery-based strategies for delivering care
- Extent of community based supports for populations seeking mental health and/or substance use disorder services

3. Financing Structure and Long-Term Fiscal Strategies

CONTRACTOR shall assess and review all of the following:

- Current and historic budget and financing strategies and identification of changes required to optimize service delivery, while promoting a sustainable budget strategy for programs and services
- Mechanisms for collecting revenues in support of program and service delivery operations
- All available sources of revenue to support each department's operations, including a focus on revenue sources that support integrated programming

4. Organizational Structure in Support of Department and Program Missions

CONTRACTOR shall assess and review all of the following:

- Written plans of operation
- Defined scopes of services and programs, with a focus on areas of overlap and coordination
- Range of services provided and eligibility criteria (if any)
- Defined organizational processes that promote or undermine service delivery responsiveness and efficiency
- Current staffing structure and composition, including clinical positions and their individual and community roles and expectations
- Unmet staffing and service delivery needs, including staff vacancies and identified service delivery gaps
- Processes and methods of critical operations, including triage processes for critical or crisis situations
- Structure and effectiveness of referral and follow-up to services delivered by each department and community partners

5. Administrative Infrastructure

CONTRACTOR shall assess and review all of the following:

- Defined reporting and supervisory relationships
- Administrative and staffing roles, requirements and capacity
- Professional staffing and service delivery schedules and their impact on service availability
- Service-capture and billing system operability
- Identified roles of different disciplines, opportunities for collaboration, and potential for shared space and/or colocation of services between mental health and alcohol and drug programs

6. Staff Training

CONTRACTOR shall assess and review all of the following:

- Structure and content of current professional and administrative staff training
- Evidence and extent of skills-based training, best practice/evidence-based training, and mentoring and skill development for clinical and administrative staff

7. Performance Indicators

CONTRACTOR shall assess and review all of the following:

- Evidence of a performance measurement and quality improvement philosophy and structure for operations in each department
- Documentation of costs and outcomes as evidenced through measurements of populations receiving care, services provided, and costs of care
- Documentation of consumer satisfaction and the extent to which findings are used to inform program improvement
- Documentation of staff-provider-community partner satisfaction and the extent to which findings are used to inform program improvement
- Reported mental health and recovery services accessibility and community penetration rates
- Defined client service needs and priorities and the extent of match with mental health/recovery services received
- Structure and use of performance indicators as core management tools
- Use of team and individual provider performance profiles, including cultural competence, and linkage of identified needs to available staff training
- Mechanisms for tracking client outcomes and utilization of findings to improve service delivery and provider effectiveness.

8. Executive Recruitment and Selection

Contractor shall provide support for recruitment and selection of executive management for the proposed new County Department of Behavioral Health. The form and level of this support shall be determined jointly by CONTRACTOR and the County.

II. CONTRACTOR'S ACTIVITIES

In carrying out consulting services described in Section I above, CONTRACTOR may take any or all of the actions outlined below:

- Examine any/all current program operations, including but not limited to current Mental Health Department and Alcohol and Drug Program Department organizational structures; job classifications, position descriptions and salaries; budgets and cost reports; program and financial records; written/formal and informal protocols and practices; data collection systems; aggregated and client-identified data; and management reporting on program and client service outcomes.
- Conduct interviews and/or surveys of internal and external stakeholders, including internal staff and contracting providers delivering direct services or other functions, and external stakeholders of County Health and Human Services Departments, including but not limited to criminal justice system partners, schools and nongovernment organizations that interact with the County Mental Health Department and County Department of Alcohol and Drug Programs.
- Review the Mental Health Services Act Plan, budget, MHSA fund reserves, and associated implementation.
- Review matters relating to employee relations, including staffing structure, classifications, position descriptions and salaries, recruitment, training, and personnel matters affecting workforce performance.
- Attend meetings of staff, advisory groups, and community organizations or members.
- Provide consultation to the Director of Mental Health on all areas of Mental Health Department administration, fiscal reporting, programs and services.
- Provide clinical consultation to the Director of Mental Health upon request. Such consultation shall be provided only by a California Licensed psychiatrist, psychologist, clinical social worker, marriage and family therapist or clinical social worker with a minimum of ten years mental health services, program, and management experience in a California county mental health and/or behavioral health system.

EXHIBIT B

Payment Terms

County shall pay CONTRACTOR as per the following instructions:

1. \$225.00 per hour for Services, with the exception of travel time, which will be paid at \$112.50 per hour, and shall be paid to Contractor upon receipt of an invoice outlining exact services provided as presented in Exhibit A, Scope of Work. Invoice shall include number of hours per activity, billed in a minimum of 5-minute increments. All invoices shall be paid within 30 calendar days of delivery to county via email.
2. Mileage expenses for travel will be paid at the standard IRS per diem rate (unless Contractor utilizes a rental car, in which instance travel costs will be reimbursed as set forth in paragraph 3, below).
3. Original or copies of receipts and invoices for actual travel costs will be provided by CONTRACTOR for reimbursement of:
 - a. Car rental
 - b. Hotel/lodging costs
 - c. Meals (unless pursuant to daily per diem)
 - d. Gasoline costs
4. Billing invoices shall include:
 - a. Travel costs to be reimbursed
 - b. Original or copies of receipts for car rental, lodging, meals, and gasoline costs
 - c. Consultant service time on site
 - d. Consultant service time off site
 - e. Consultant travel time
5. Invoices will be submitted to:

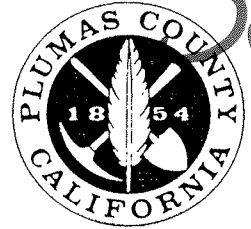
Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971
pcbs@countyofplumas.com

Payments under this Agreement shall not exceed \$250,000.00 (Two Hundred Fifty Thousand dollars) for the term of this agreement.

[End of Exhibit "B"]

BOARD OF SUPERVISORS

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



April 14, 2015

The Honorable David Chiu
Member, California State Assembly
State Capitol, Room 2196
Sacramento, CA 95814

**Re: AB 1347 (Chiu): Public Contracts: Claims Resolution Process
As introduced on February 27, 2015 – OPPOSE**

Dear Assembly Member Chiu:

The Plumas County Board of Supervisors regrets to inform you of our opposition to your Assembly Bill 1347 related to claims resolution for public contracts. AB 1347 would mandate a new overly broad claims resolution process on all public contracts with unfeasible timelines, disproportionate requirements and remedies, and it is duplicative of existing processes in current public contracts. Moreover, this measure would force taxpayers to bear the costs when a contractor has failed to fully vet and understand the terms of a contract with a public agency, especially including any terms related to claims resolution procedures.

Duplicative Requirements: Counties already include a clearly defined claims resolution process in public contracts. Public contracts also define how and when a public agency will respond to requests for information. In the case of road projects, many counties use the California Department of Transportation's Standard Specifications, which includes a claims resolution process that has been refined and improved over decades and used countless times. Importantly, whether it is the Caltrans process or another mechanism, a dispute resolution processes agreed to by both parties through the execution of a mutually agreed-upon contract inherently results in a process that is fair to both parties. This measure would instead skew the process in favor of contractors by adding additional burdens, paperwork, and process with no public benefit.

Overly Broad: AB 1347 would apply to a "written demand or assertion," which is defined as "a request for modification, contract amendment, or change order, seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time, or other relief, including a determination of disputes or matters arising out of, or related to, the contract documents or the performance of work on a public contract." This list includes a majority of the interactions between public agencies and contractors. It would not only be impossibly burdensome and unrealistic, but also costly and time consuming to have to communicate via certified mail for all of the aforementioned exchanges. Moreover, contracts should be vetted, reviewed, and fully understood by both parties prior to execution. It defeats the purpose of having a contract at all if one party can unilaterally change the content and administration of a contract after the final agreement and signatures.

One-Sided and Unfeasible Timelines: The measure would require public agencies to complete certain actions within unworkably rigid timelines without imposing similar burdens on contractors. First, an agency would have to respond to a written demand within 30 days addressing what portions of the claim are disputed or undisputed. Public contracts vary in terms of size, scope and complexity. The timeline set forth in AB 1347 does not account for differences among the variety of contracts public agencies enter into. Furthermore, counties often receive claims with very little—sometimes no—supporting data at all. At the very least, any timeline in statute should only start once the agency receives sufficient supporting data to ascertain the veracity of the claim.

Second, AB 1347 would require payment due on any undisputed portion of the claim to be made within seven days after the public agency issues its written response to a written demand or assertion. This timeline is much shorter than current prompt payment law which requires public agencies to make a progress payments within 30 days after receipt of an undisputed and properly submitted payment request (Government Code §20104.50). Even the largest and most sophisticated public agencies are unable to process a payment within seven days. The treasuries of smaller public agencies may only issue treasury warrants on a bi-weekly basis. Given their fiduciary duties as stewards of taxpayer money, public agencies have procedures in place to ensure that any payments are made and accounted for properly. Imposing arbitrarily-short timeframes on payments would erode well-warranted protections on the expenditure of taxpayer funds.

Usurious Interest Rate: If a public agency failed to respond to a written demand, AB 1347 would apply a 10 percent per annum. This rate is inflated above current rates than can be obtained in interest-bearing accounts, especially considering the well-warranted limitations on types of accounts in which county treasurers may deposit public funds. We further find this provision to be redundant, as public agencies define the amount of interest to be paid and how it will be calculated in existing contract specifications. These provisions are tied to the requirement of timely payments to the contractor. Indeed, in some cases counties do pay interest on late payments as outlined in the mutually agreed-upon public contract specifications.

Deemed Approved: Especially given the aforementioned concerns with the timelines proscribed in the bill, deeming a contract approved in its entirety is a significant overreach. However, even with more appropriate timelines, deeming a contract approved just because of a missed deadline, puts the public agency, at ultimately the tax payers, at financial risk.

Nonbinding Mediation: Counties appreciate efforts to find resolution of disputes outside of the court system, however, because mediation is nonbinding, one party can always object to the outcome if the proceedings go badly from their perspective. Nonbinding mediation has the potential to add additional time and cost to the public contracting process, but for intractable disputes would yield the same outcome: a final decision being made in court.

False Claims Act Exemption: AB 1347 would exempt claims made under this act from the False Claims Act (Government Code §12650). The False Claims Act is a public agency's primary tool to address fraud against government. It is nonsensical to exempt claims made to a government from one of the most important tools local governments have to protect the public's money against false claims.

Overall, we are very concerned with the new claims resolution process envisioned by AB 1347 as it will only add time and squander taxpayer funding by usurping a process which works well a significant majority of the time. Under the framework envisioned by AB 1347, counties completing public works projects would be distracted from their primary responsibility to protect the public's investment in infrastructure by ensuring that projects are built to an acceptable standard of quality and at a reasonable cost. Instead, counties would be bogged down in contract review, responding to written demands or assertions on extremely tight timelines, and fearing interest penalties. Finally, the existing claims process within public contracts works well: contractors have the obligation to substantiate their claims, while public agencies are bound to be fair and reasonable stewards of taxpayer funds. To the extent that any adjustments are needed to the existing processes, principles of subsidiarity and good sense would dictate that contractors should address the rare issue with a specific dispute resolution procedure prior to executing a binding contract with a public agency.

For these reasons, we oppose AB 1347.

Sincerely,

Kevin Goss, Chair
Board of Supervisors

Cc: The Honorable Rudy Salas, Jr.
Chair, Assembly Accountability & Administrative Review Committee
Legislative Office Building
1020 N Street, Room 357
Sacramento, CA 95814

Daniel Ballon
Assembly Republican Caucus
Legislative Office Building
1020 N Street, Room 400
Sacramento, CA 95814

Assemblyman Brian Dahle
State Capitol, Room 2174
Sacramento, CA 94249

California State Association of Counties
Rural Counties Representatives of California