

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF JULY 05, 2016 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 (Quincy Chamber of Commerce: 71st Annual Plumas Sierra County Fair Parade, Saturday, August 13, 2016 at 10:00 a.m., Quincy)

B) CLERK OF THE BOARD

Approve Board minutes for June 2016

C) ELECTIONS

- 1) Certify results of the June 07, 2016 Presidential Primary Election as submitted
- 2) Adopt **RESOLUTION** authorizing the Plumas County Clerk to Conduct an Election within the Boundaries of the City of Portola to Elect City Council Members and Consolidate the Election with the Statewide General Election to be held on November 08, 2016
- 3) Adopt **RESOLUTION** authorizing the Plumas County Clerk to Conduct a School Bond Measure Election within the Boundaries of the Plumas Unified School District and Consolidate the Election with the Statewide General Election to be held on November 08, 2016
- 4) Adopt **RESOLUTION** Authorizing the Plumas County Clerk to Conduct an Election within the Boundaries of the Sierra Plumas Joint Unified School District to Elect Trustees in Plumas and Sierra Counties and Consolidate the Election with the Statewide General Election to be held on November 08, 2016

D) GREENVILLE BOOSTERS CLUB

Approve request to waive fees for use of the Greenville Town Hall on July 16, 2016 for a Greenville High School Boosters Club fundraising event

E) PUBLIC HEALTH AGENCY

Approve and authorize the Chair to sign Agreement Amendment Number MAA1415PCG-A2 (\$580,800) with Public Consulting Group, Inc., and MAA1415CODING-A2 (\$103,125) with Fairbanks, LLC. to provide a Random Moment Survey software system and coding services for the Medi-Cal Administrative Activities (MAA) Program for Fiscal Year 2016-2017; approved as to form by County Counsel

F) SHERIFF

Victim Witness: Adopt **RESOLUTION** for the Plumas County Victim Witness Assistance Program authorizing the Sheriff to submit the grant application to CalOES; and authorize the Chair to sign the Certification of Assurance of Compliance as submitted

2. BIG FISH CREATIONS

Approve and authorize the Chair to sign FY 2016-2017 Professional Services Agreement between County of Plumas and Big Fish Creations of \$7,200 for website development services; approved as to form by County Counsel; discussion and possible action

3. DEPARTMENTAL MATTERS

A) AUDITOR/CONTROLLER – Roberta Allen

- 1) Approve and authorize the Chair to sign Addendum to Agreement for Auditing Services between County of Plumas and Smith & Newell, CPA's of \$57,650 (2016) and \$59,350 (2017) for audit of fiscal records for fiscal years ending June 30, 2016 and June 30, 2017; approved as to form by County Counsel; discussion and possible action
- 2) Approve and authorize the Chair to sign renewal of Services Agreement of \$35,000 between County of Plumas and Susan Scarlett for preparation of the 2016-2017 Plumas County Budget and budget related services; approved as to form by County Counsel; discussion and possible action

B) PROBATION – Erin Metcalf

Authorize the Probation Department to recruit and fill vacant 1.0 FTE Deputy Probation Officer III created by promotion within the department; discussion and possible action

C) SHERIFF/OFFICE OF EMERGENCY SERVICES – Greg Hagwood

- 1) Adopt **RESOLUTION** to appoint Sheriff Greg Hagwood as Director of Emergency Services. **Roll call vote**
- 2) Adopt **RESOLUTION** approving Application for the 2016 Emergency Management Performance Grant; and authorize the Sheriff/OES Director to sign and administer the 2016 Grant accordingly. **Roll call vote**

4. BOARD OF SUPERVISORS

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

PLUMAS-SIERRA COUNTY FAIR BOARD

Appoint Cindy Noble to the Plumas-Sierra County Fair Board representing District 5

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. **Time Certain 11:00 a.m.:** Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, July 12, 2016, 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



July 05, 2016

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

Attention: Permits Engineer

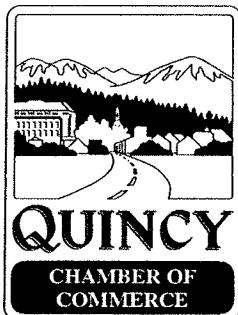
Subject: Encroachment Permit Request
QUINCY CHAMBER OF COMMERCE
71ST Annual Plumas-Sierra County Fair Parade to be held Saturday,
August 13, 2016 at 10:00 a.m., Quincy

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,

Sharon Thrall, Chair

Cc: Plumas County Director of Public Works



Quincy Chamber of Commerce

71st Annual Fair Parade

PO Box 215

Quincy, CA 95971

(530) 283-0188

www.quincychamber.com



Plumas County Board of Supervisors

520 Main Street

Quincy, California 95971

June 5, 2016

RE: 71st Annual Plumas- Sierra County Fair Parade, Saturday, August 13, 2016 at 10:00 am

Honorable Plumas County Supervisors,

At the request of California Department of Transportation, I am seeking your permission for the 71st Annual Plumas Sierra County Fair Parade on Saturday, August 13, 2016 at 10:00 am in Quincy, California. The parade route will begin on Lindan Street and travel West on Main Street. The parade will make a left turn on Court Street and then travel East on Jackson Street. The parade will end at the corner of Jackson and Lindan Streets. I have included a parade route map for your information.

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

Respectfully,

Cheryl Kolb

Fair Parade Coordinator

IC1

**CERTIFICATION OF ELECTION RESULTS OF THE
PRESIDENTIAL PRIMARY ELECTION HELD ON JUNE 7, 2016**

I, Kathy Williams, Plumas County Clerk-Recorder, Registrar of Voters, having completed the canvass of returns for the California Direct Primary Election held June 7, 2016 and recorded in the Elections Records, certify the results as follows:

The results for President; United States Senate; United States Representative District 1; State Senate District 1; and State Assembly Member District 1; and Proposition 50 are hereto attached.

The local results hereto attached and made a part of and the following local results are true and correct:

SUPERVISOR DISTRICT 1

Phil Oels*	321
Michael Sanchez*	424
B.J. Pearson	191
Bill Powers	228
Write-In Votes	1

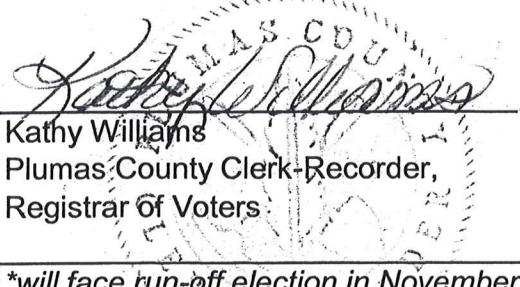
SUPERVISOR DISTRICT 2

Mina Admire	270
Kevin Goss	1118
Write-In Votes	14

SUPERVISOR DISTRICT 4

Lori Simpson	1124
Write-In Votes	61

The Official Final Canvass of votes cast is attached hereto and made a part hereof.
The total turnout of voters was 61.40%.


Kathy Williams
Plumas County Clerk-Recorder,
Registrar of Voters

6/21/2016
Date

***will face run-off election in November 2016**
bold type denotes winning candidate

PRESIDENTIAL PRIMARY ELECTION
 PLUMAS COUNTY
 JUNE 7, 2016
 OFFICIAL FINAL

Date:06/20/16
 Time:16:05:06
 Page:1 of 5

Registered Voters 11858 - Cards Cast 7281 61.40%

Num. Report Precinct 29 - Num. Reporting 29 100.00%

PRESIDENT DEMOCRAT		DEM
Number of Precincts		Total 29
Precincts Reporting		29 100.0 %
Vote For		1
Times Counted	2898/11858	24.4 %
Total Votes	2818	
Times Blank Voted	79	
KEITH JUDD	12	0.43%
MICHAEL STEINBERG	16	0.57%
BERNIE SANDERS	1475	52.34%
WILLIE WILSON	18	0.64%
ROQUE DE LA FUENTE	9	0.32%
HILLARY CLINTON	1211	42.97%
HENRY HEWES	7	0.25%
Write-in Votes	70	2.48%

PRESIDENT REPUBLICAN		REP
Number of Precincts		Total 29
Precincts Reporting		29 100.0 %
Vote For		1
Times Counted	3507/11858	29.6 %
Total Votes	3414	
Times Blank Voted	91	
DONALD TRUMP	2710	79.38%
BEN CARSON	120	3.51%
TED CRUZ	204	5.98%
JOHN R. KASICH	271	7.94%
JIM GILMORE	15	0.44%
Write-in Votes	94	2.75%

PRESIDENT AMERICAN INDEPENDENT		AI
Number of Precincts		Total 29
Precincts Reporting		29 100.0 %
Vote For		1
Times Counted	287/11858	2.4 %
Total Votes	195	
Times Blank Voted	92	
ROBERT ORNELAS	5	2.56%
* ALAN SPEARS	10	5.13%
WILEY DRAKE	7	3.59%
JAMES HEDGES	4	2.05%
THOMAS HOEFLING	3	1.54%
AURTHUR HARRIS	9	4.62%
J.R. MYERS	7	3.59%
Write-in Votes	150	76.92%

*PLUMAS COUNTY MAJORITY VOTE

PRESIDENTIAL PRIMARY ELECTION
 PLUMAS COUNTY
 JUNE 7, 2016
 OFFICIAL FINAL

Date:06/20/16
 Time:16:05:06
 Page:2 of 5

Registered Voters 11858 - Cards Cast 7281 61.40%

Num. Report Precinct 29 - Num. Reporting 29 100.00%

PRESIDENT GREEN		GRN
Number of Precincts		Total
Precincts Reporting	29	29
Vote For	1	100.0 %
Times Counted	15/11858	0.1 %
Total Votes	14	
Times Blank Voted	1	
*JILL STEIN	3	21.43%
*DARRYL CHERNEY	3	21.43%
WILLIAM KREML	1	7.14%
KENT MESPLAY	0	0.00%
MOYOWASIFSA-CURRY	0	0.00%
Write-in Votes	7	50.00%

*PLUMAS COUNTY TOP VOTE RECEIPIENTS

PRESIDENT LIBERTARIAN		LIB
Number of Precincts		Total
Precincts Reporting	29	29
Vote For	1	100.0 %
Times Counted	62/11858	0.5 %
Total Votes	60	
Times Blank Voted	2	
GARY JOHNSON	22	36.67%
MARC FELDMAN	0	0.00%
R.W.F. SMITH	9	15.00%
JOY WAYMIRE	1	1.67%
STEVE KERBEL	0	0.00%
JOHN HALE	0	0.00%
JOHN McAFFEE	7	11.67%
CECIL INCE	0	0.00%
AUSTIN PETERSON	1	1.67%
DARRYL W. PERRY	0	0.00%
DERRICK M. REID	0	0.00%
JACK ROBINSON, JR.	1	1.67%
Write-in Votes	19	31.67%

PRESIDENT PEACE FREEDOM		PF
Number of Precincts		Total
Precincts Reporting	29	29
Vote For	1	100.0 %
Times Counted	10/11858	0.1 %
Total Votes	8	
Times Blank Voted	1	
GLORIA E. LA RIVA	1	12.50%
*LYNN S. KAHN	2	25.00%
MONICA MOOREHEAD	1	12.50%
Write-in Votes	4	50.00%

PLUMAS COUNTY MAJORITY VOTE

PRESIDENTIAL PRIMARY ELECTION
 PLUMAS COUNTY
 JUNE 7, 2016
 OFFICIAL FINAL

Date:06/20/16
 Time:16:05:06
 Page:3 of 5

Registered Voters 11858 - Cards Cast 7281 61.40%

Num. Report Precinct 29 - Num. Reporting 29 100.00%

US SENATE

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Times Counted	7281/11858	61.4 %
Total Votes	6587	
Times Blank Voted	672	
GEORGE C. YANG	230	3.49%
JERRY J. LAWS	74	1.12%
GAIL K. LIGHTFOOT	187	2.84%
MIKE BEITIKS	43	0.65%
PAMELA ELIZONDO	59	0.90%
SCOTT A. VINEBERG	3	0.05%
STEVE STOKES	162	2.46%
DUF SUNDHEIM	811	12.31%
LING LING SHI	13	0.20%
LORETTA L. SANCHEZ	610	9.26%
PHIL WYMAN	720	10.93%
JARRELL WILLIAMSON	55	0.83%
THOMAS G. DELBECCARO	476	7.23%
RON UNZ	78	1.18%
GREG CONLON	323	4.90%
JASON KRAUS	36	0.55%
DON KRAMPE	180	2.73%
MARK MATTHEW HERD	19	0.29%
VON HOUGO	86	1.31%
JASON HANANIA	18	0.27%
KAMALA D. HARRIS	1936	29.39%
GAR MYERS	5	0.08%
PAUL MERRITT	32	0.49%
MASSIE MUNROE	74	1.12%
ELEANOR GARCIA	17	0.26%
TIM GILDERSLEEVE	26	0.39%
CLIVE GREY	42	0.64%
DON J. GRUNDMANN	7	0.11%
PRESIDENT C. GRAPPO	5	0.08%
HERBERT G. PETERS	8	0.12%
TOM PALZER	84	1.28%
JOHN THOMPSON PARKER	9	0.14%
KAREN ROSEBERRY	102	1.55%
EMORY RODGERS	12	0.18%
Write-in Votes	45	0.68%

**PRESIDENTIAL PRIMARY ELECTION
PLUMAS COUNTY
JUNE 7, 2016
OFFICIAL FINAL**

Date:06/20/16
Time:16:05:06
Page:4 of 5

Registered Voters 11858 - Cards Cast 7281 61.40%

Num. Report Precinct 29 - Num. Reporting 29 100.00%

US REPRESENTATIVE DIST 1

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Times Counted	7281/11858 61.4 %
Total Votes	6748
Times Blank Voted	524
DOUG LA MALFA	3228 47.84%
GARY ALLEN OXLEY	306 4.53%
GREGORY CHEADLE	63 0.93%
JOE MONTES	771 11.43%
JEFF GERLACH	121 1.79%
DAVID PETERSON	489 7.25%
JIM REED	1746 25.87%
Write-in Votes	24 0.36%

STATE SENATE DIST 1

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Times Counted	7281/11858 61.4 %
Total Votes	6637
Times Blank Voted	634
STEVEN BAIRD	900 13.56%
TED GAINES	3387 51.03%
ROB ROWEN	2321 34.97%
Write-in Votes	29 0.44%

ASSEMBLY DIST 1

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Times Counted	7281/11858 61.4 %
Total Votes	5316
Times Blank Voted	1965
BRIAN DAHLE	5041 94.83%
Write-in Votes	275 5.17%

COUNTY SUPERVISOR DIST 1

	Total
Number of Precincts	5
Precincts Reporting	5 100.0 %
Vote For	1
Times Counted	1205/2050 58.8 %
Total Votes	1165
Times Blank Voted	39
*PHIL OELS	321 27.55%
*MICHAEL SANCHEZ	424 36.39%
B.J. PEARSON	191 16.39%
BILL POWERS	228 19.57%
Write-in Votes	1 0.09%

*Will face a run-off election on November 8, 2016

PRESIDENTIAL PRIMARY ELECTION
 PLUMAS COUNTY
 JUNE 7, 2016
 OFFICIAL FINAL

Date:06/20/16
 Time:16:05:06
 Page:5 of 5

Registered Voters 11858 - Cards Cast 7281 61.40%

Num. Report Precinct 29 - Num. Reporting 29 100.00%

COUNTY SUPERVISOR DIST 2

	Total	
Number of Precincts	10	
Precincts Reporting	10	100.0 %
Vote For	1	
Times Counted	1477/2150	68.7 %
Total Votes	1402	
Times Blank Voted	71	
MINA ADMIRE	270	19.26%
KEVIN GOSS	1118	79.74%
Write-in Votes	14	1.00%

COUNTY SUPERVISOR DIST 4

	Total	
Number of Precincts	5	
Precincts Reporting	5	100.0 %
Vote For	1	
Times Counted	1361/2279	59.7 %
Total Votes	1185	
Times Blank Voted	176	
LORI SIMPSON	1124	94.85%
Write-in Votes	61	5.15%

PROPOSITION 50 - SUSPENSION OF LEGISLATURE

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Times Counted	7281/11858	61.4 %
Total Votes	6718	
Times Blank Voted	560	
YES	5325	79.26%
NO	1393	20.74%

1C2,3,4

RESOLUTION NO. 2016 -

**A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK TO CONDUCT A
SCHOOL BOND MEASURE ELECTION WITHIN THE BOUNDARIES OF THE
PLUMAS UNIFIED SCHOOL DISTRICT AND CONSOLIDATE THE ELECTION
WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON
NOVEMBER 8, 2016.**

WHEREAS, The Plumas Unified School District has requested that the Board of Supervisors of Plumas County authorize the Plumas County Clerk to conduct an election for a school bond measure and to consolidate the election with the General Election to be held on November 8, 2016. Pursuant to Resolution 1495 hereto attached and made a part of, the following measure will be submitted to the voters within the boundaries of the district:

“Local School Repair/ School Safety Measure. To upgrade/improve local schools, repair infrastructure to provide access to technology, update classrooms and learning environments, maximize energy efficiency, improve building safety, ensure safe drinking water, upgrade school security/ fire safety, deteriorating plumbing, bathrooms, repair, construct, equip and acquire education facilities, shall Plumas Unified School District issue \$50,000,000 in bonds, at legal rates, require independent audits, citizens’ oversight, no money for administrators’ salaries/ pensions, all funds used locally?”

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act (“Proposition 39”) which reduced the voter threshold for *ad valorem* tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

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

1. The election for the school bond measure as set forth in Resolution No. 1495, hereto attached and made a part of, is hereby consolidated with the November 8, 2016 General Election.
2. The Plumas County Clerk will conduct said election within the boundaries of the Plumas Unified School District, including preparation and publication of all legal notices, providing necessary supplies and equipment, preparation of official ballots, canvassing the returns and taking all other necessary steps required under state and local law in conducting a consolidated election.
3. The Plumas County Clerk is authorized to recover expenses for any election service performed, by advance payment or reimbursement from the district.

YES

THEREFORE, BE IT FURTHER RESOLVED that the Plumas County Clerk, Registrar of Voters, is hereby authorized and directed to consolidate and conduct the election for the school bond measure in accordance with the applicable state and local laws governing the General Election to be held on November 8, 2016, on this 5th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Plumas County Board of Supervisors

ATTEST:

Nancy L. DaForno, Clerk to the Board of Supervisors

RESOLUTION NO. 1495

RESOLUTION OF THE BOARD OF TRUSTEES OF PLUMAS UNIFIED SCHOOL DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH ANY OTHER ELECTIONS OCCURRING ON NOVEMBER 8, 2016

WHEREAS, the Board of Trustees (the "Board") is committed to maintaining the quality of education in local public schools by attracting and retaining quality teachers and by upgrading aging classrooms, school buildings and infrastructure at all schools; and

WHEREAS, since our local school facilities are aging and in need of infrastructure updates, the Board has determined that schools within the Plumas Unified School District (the "District") need repairs and renovations to provide facilities for career and technical education, and to prepare students for high-demand jobs in science, technology, engineering and math; and

WHEREAS, aging school buildings need upgrades to also prepare students to acquire vital skills needed to be successful at community college and to compete in the 21st century economy; and

WHEREAS, the Board believes it is in the best interest of the District to continue to address facility improvements now, in a fiscally prudent manner, before they become more pressing and more costly; and

WHEREAS, the State of California (the "State") is not providing the District with enough money for the District to adequately maintain its educational facilities and academic programs; and

WHEREAS, the Board has concluded that the District's only remedy to avoid the undermining of its educational programs is securing local funding that the State cannot take away; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure and its bonding capacity; and

WHEREAS, a local measure will help provide funds to upgrade aging schools and prepare students for college and good jobs; and

WHEREAS, such measure will include mandatory taxpayer protections, including an independent citizens' oversight committee, mandatory audits to ensure funds are spent as promised and that no money is used for administrators' salaries or pensions; and

WHEREAS, the Board and District has solicited stakeholder and community input on school priorities from parents, teachers, staff, the community and civic leaders; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which reduced the voter threshold for *ad valorem* tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

COPY

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Education Code Section 15264) (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, pursuant to the Act, the Board is specifically authorized, upon approval by two-thirds (2/3) of the Board, to submit to the electorate of the District the question of whether bonds of the District shall be issued and sold for specified purposes, upon a fifty-five percent (55%) vote of the electorate in favor on the question, pursuant to paragraph (3) of said subdivision (b) of Section 1 of Article XIII A and subdivision (b) of Section 18 of Article XVI of the California Constitution; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight that are contained in Proposition 39 and the Act; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District's voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District shall be monitored strictly by the District's Citizens' Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a tax rate statement and a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 8, 2016, and to request each of the Plumas County Registrar of Voters to perform certain election services for the District.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE PLUMAS UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Board hereby orders an election and submits to the electors of the District the question of whether bonds of the District in the aggregate principal amount of \$50,000,000 (the "Bonds") shall be issued and sold for the purpose of raising money for the improvement, upgrade, renovation, and replacement of the District's existing schools, facilities, and improvements, and the acquisition and construction of additional schools, facilities, and improvements, and paying costs

incident thereto, as set forth more fully in a ballot proposition approved pursuant to Section 3 below. This Resolution constitutes the order of the District to call such election.

Section 2. That the date of the election shall be November 8, 2016.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit "B," incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements to the extent permitted by such proposition. As required by California Elections Code section 13247, the abbreviated form of the measure to appear on the ballot is attached hereto as Exhibit "A." The District's Superintendent (or his/her designee) is hereby authorized and directed to make any changes to the text of the proposition or its abbreviated form as required to comply with the intent of this Resolution, the requirements of elections officials, and requirements of law. In compliance with Proposition 39, policies of the Board, and the Act, the ballot proposition in Exhibit "B" is subject to the following requirements and determinations:

(a) the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit "B," evaluated the safety, class size reduction, classroom, educational and information technology needs of the District as well as the importance of the projects to improve student safety and environment;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies get spent only for the projects identified in Exhibit "B" hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from the sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278, 15280, and 15282 of the Act; and

(f) that the tax levy authorized to secure the Bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

Section 4. The authority for ordering the election is contained in California Education Code section 15264, *et seq.* and Article XIII A, Section 1, paragraph (b), subsection (3) of the California Constitution. The authority for the specification of this election order is contained in California Education Code section 5322.

Section 5. The District hereby declares its official intent, subject to the further approval of this Board, to use up to the maximum amount permitted by law of the proceeds of the proposed bonds to reimburse itself for payments it has made for any eligible costs of the projects and uses listed in Exhibit "B." It is intended that this Resolution shall, among other things, constitute a declaration of "official intent" within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under Section 150 of the Internal Revenue Code of 1986, as amended.

Section 6. The County Registrar of Voters and the County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 8, 2016 within the District. Pursuant to section 5303 of the Education Code and section 10002 of the Elections Code, the County Board of Supervisors is requested to permit the County Registrar of Voters, and other appropriate officials of the County, to render all services necessary in connection with the bond election including, but not limited to, publication of a Formal Notice of School Bond Election pursuant to Education Code 5363 and related law (the proposed form of which is attached hereto as Exhibit C), the mailing of the sample ballot and tax rate statement (described in section 9401 of the Elections Code), the opportunity to submit ballot arguments in connection with the bond election, the canvassing and certification of the returns of the election, and other ballot requirements pursuant to Elections Code section 15123, for which services the District agrees to reimburse the County as required by law.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the Plumas County Registrar of Voters no later than July 6, 2016.

Section 8. That Bonds may be issued pursuant to Education Code Section 15264 *et seq.* or Government Code Section 53506 of the Government Code. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by anybody or official authorized by law to canvass such returns, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the Plumas County Registrar of Voters by the established deadlines.

Section 10. If any section, subsection, phrase or clause of this Resolution, or its application to any person or circumstance, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution, or their application to any other person or circumstance. The Board declares that it would have adopted this Resolution and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, sentences, phrases or clauses, or their application to any person or circumstance, shall be declared invalid.

ADOPTED, SIGNED AND APPROVED this 22nd day of June, 2016.

BOARD OF TRUSTEES OF THE PLUMAS
UNIFIED SCHOOL DISTRICT

By Leslie Edlund
President

Attest:

Derry R. Oestreich
Secretary

STATE OF CALIFORNIA)
)ss
PLUMAS COUNTY)

I, Terry Oestreich, do hereby certify that the foregoing is a true and correct copy of Resolution No. 1495, which was duly adopted by the Board of Trustees of the Plumas Unified School District at the meeting thereof held on the 22nd day of June, 2016, and that it was so adopted by the following vote:

AYES: Cook, Edlund, Holt, and Pierson

NOES: None

ABSENT: ~~Ho~~ Russell

ABSTENTIONS: None

By Terry R Oestreich
Secretary

FILED

JUN 24 2016

KATHLEEN M. WILLIAMS
PLUMAS CO. CLERK-RECORDERS
BY Kathy Williams DEPUTY

EXHIBIT A

“Local School Repair/ School Safety Measure. To upgrade/improve local schools, repair infrastructure to provide access to technology, update classrooms and learning environments, maximize energy efficiency, improve building safety, ensure safe drinking water, upgrade school security/ fire safety, deteriorating plumbing, bathrooms, repair, construct, equip and acquire education facilities, shall Plumas Unified School District issue \$50,000,000 in bonds, at legal rates, require independent audits, citizens’ oversight, no money for administrators’ salaries/ pensions, all funds used locally?”

Bonds – Yes

Bonds – No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION OF THE PLUMAS UNIFIED SCHOOL DISTRICT BOND MEASURE ELECTION NOVEMBER 8, 2016

The following is the full proposition presented to the voters by the Plumas Unified School District.

PROJECT LIST

The Board of Trustees of the Plumas Unified School District is committed to maintain the quality of education in local schools and **attract and retain quality teachers** by providing safe and secure learning environments and giving students **equal and adequate facilities**. To that end, the Board evaluated the District's urgent and critical facility needs, including basic repairs, safety issues, class size, and computer and information technology in developing the scope of projects to be funded. The District conducted a facilities evaluation and received public input in developing this Project List. Teachers, staff, community members and the Board have prioritized so that the most critical facility needs are addressed. Therefore, in approving this Project List, the **Board of Trustees** determines that the District must:

- (i) **Repair aging facilities; and**
- (ii) **Attract and retain quality teachers; and**
- (iii) **Ensure school drinking water continues to be safe; and**
- (iv) **Repair and replace infrastructure; and**
- (v) **ADHERE TO SPECIFIC FISCAL ACCOUNTABILITY SAFEGUARDS SUCH AS:**
 - (a) **All FUNDS must be LOCALLY CONTROLLED, go to our local schools and cannot be taken by the State.**
 - (b) **All expenditures must be subject to annual independent financial audits.**
 - (c) **No funds can be used for administrators' salaries and pensions.**
 - (d) **An independent citizens' oversight committee must be appointed to ensure that all funds are spent only as authorized.**

The Project List includes the following types of upgrades and improvements at District schools and sites:

IMPROVE STUDENT LEARNING AND ATTRACT/RETAIN QUALITY TEACHERS: Basic School Repair and Upgrade Projects

Goal and Purpose: Plumas Unified School District classrooms and buildings are in urgent need to basic repairs and safety upgrades such as broken plumbing and bathrooms, aging fire prevention and electrical systems, outdated wiring for computer technology, energy efficiency concerns, and limited access for the disabled.

- Replace deteriorating sewer and gas lines.
- **Ensure school drinking water continues to be safe.**
- Upgrade electrical and technology wiring Districtwide.
- **Repair roofs Districtwide.**
- Upgrade deteriorating plumbing and bathrooms.
- **Keep schools clean and safe.**
- Improve accessibility for disabled students.
- Resurfacing of asphalt Districtwide for safety and drainage improvement.
- **Fire alarm system replacement and improvements Districtwide.**
- Paint and repair facility exteriors Districtwide.
- **Replace inefficient heating and cooling systems Districtwide.**
- Ensure a standard energy management system for heating and cooling at all campuses.
- Modernize classroom interiors.
- Install and/or upgrade security access and systems at all campuses.
- **Replace leaking and deteriorating windows with energy efficient windows at Chester Jr/Sr High School, Pioneer School, and Indian Valley Elementary School.**
- Improve or implement career technical educational labs on junior/senior high school campuses.
- Safety and accessibility compliance upgrades to track and field areas at junior/senior high school campuses.
- Gym floor replacement at Greenville Jr/Sr High School.
- Playground improvements at Quincy Elementary School.
- Remove portable deteriorating portable classrooms and replace with permanent classroom buildings Districtwide.
- Expand kitchen and cafeteria at Chester Jr/Sr High School.

FISCAL ACCOUNTABILITY

This bond measure has strict accountability requirements including:

1. All money will benefit local high schools and CANNOT BE TAKEN BY THE STATE.
2. NO MONEY can be used for ADMINISTRATOR SALARIES or administration
3. Require CITIZENS' OVERSIGHT and yearly reports to the community to keep the District accountable for how the funds are spent.

4. **NO ADMINISTRATOR SALARIES.** Proceeds from the sale of the bonds authorized by this proposition shall be used only for the acquisition, construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and not for any other purpose, including teacher or administrator salaries, pensions and other operating expenses.
5. **FISCAL ACCOUNTABILITY. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS.** BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

* * *

The listed projects will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the Project List also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the Project List; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. In addition to the projects listed above, the repair and renovation of each of the existing school facilities may include, but not be limited to, some or all of the following: renovate student and staff restrooms; upgrade or install signage, clocks and fencing; repair and replace heating and ventilation systems; upgrade of facilities for energy efficiencies; repair and replace worn-out and deteriorated roofs, windows, walls, doors and drinking fountains; upgrade public address systems; install wiring and electrical systems to safely accommodate computers, technology and other electrical devices and needs; meet earthquake safety standards; improve water conservation; upgrade or construct support facilities, including administrative, physical education (including upgrading gyms, stadiums, athletic facilities, tracks, bleachers, lockers and equipment rooms), theater, and agricultural education classrooms and labs and performing arts and music classrooms; repair and replace fire alarms, emergency communications and security systems; resurface or replace hard courts, turf, install all-weather turf; irrigation and drainage systems and campus landscaping; replace asphalt and broken pavement; expand or improve parking lots and drop-off areas; replace portable classrooms; interior and exterior painting, floor covering and tile replacement; upgrade or expand school cafeterias; construct various forms of storage and support spaces and classrooms; repair, upgrade and install interior and exterior lighting systems; improve athletic fields and shade structures, including adding solar shade structures, and solar panels; replace or upgrade outdated security fences, gates and security systems (including access control systems); and upgrade heating, ventilation and air conditioning systems. The

upgrading of technology infrastructure includes, but is not limited to, servers, switches, routers, modules, sound projection systems, call manager and network security/firewall, wireless technology systems, and other miscellaneous equipment. Some projects throughout the District may be undertaken as joint use projects in cooperation with other local public or non-profit agencies. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. Bond proceeds shall only be expended for the specific purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

FISCAL ACCOUNTABILITY: IN ACCORDANCE WITH EDUCATION CODE SECTION 15272, THE BOARD OF TRUSTEES WILL APPOINT A CITIZENS' OVERSIGHT COMMITTEE AND CONDUCT ANNUAL INDEPENDENT AUDITS TO ASSURE THAT FUNDS ARE SPENT ONLY ON DISTRICT PROJECTS AND FOR NO OTHER PURPOSE. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

NO ADMINISTRATOR SALARIES: PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF SCHOOL FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF SCHOOL FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND SCHOOL ADMINISTRATOR SALARIES AND OTHER OPERATING EXPENSES.

ANNUAL TAX AMOUNT, RATE, AND DURATION: The bonds shall bear interest at an annual rate not exceeding the statutory maximum. The maturity of the bonds shall not exceed the maximum term allowed by law at the time of issuance (currently 25 years if issued under Education Code section 15140, or 40 years if issued under Government Code section 53508, so long as the bonds are not capital appreciation bonds ("CABs," which CABs are limited to 25 years)). Accordingly, as further set forth in the tax rate statement, the *ad valorem* tax will be levied at such rates and for so long as may be required to meet the debt service needs of the bonds proposed to be issued, including such bonds that may be issued to refund any approved bonds.

EXHIBIT C

FORMAL NOTICE OF SCHOOL BOND ELECTION

NOTICE IS HEREBY GIVEN to the qualified electors of the Plumas Unified School District of Plumas County, California, that in accordance with the provisions of the Education Code of the State of California, an election will be held on November 8, 2016 within the District, at which election the following measure shall be submitted to the qualified electors of the District and voted upon:

“Local School Repair/ School Safety Measure. To upgrade/improve local schools, repair infrastructure to provide access to technology, update classrooms and learning environments, maximize energy efficiency, improve building safety, ensure safe drinking water, upgrade school security/ fire safety, deteriorating plumbing, bathrooms, repair, construct, equip and acquire education facilities, shall Plumas Unified School District issue \$50,000,000 in bonds, at legal rates, require independent audits, citizens’ oversight, no money for administrators’ salaries/ pensions, all funds used locally?”

Bonds - Yes

Bonds- No”

The bonds shall bear interest at an annual rate not exceeding the statutory maximum. The maturity of the bonds shall not exceed the maximum term allowed by law at the time of issuance (currently 25 years if issued under Education Code section 15140, or 40 years if issued under Government Code section 53508, so long as the bonds are not capital appreciation bonds (“CABs,” which CABs are limited to 25 years)). Accordingly, as further set forth in the tax rate statement, the *ad valorem* tax will be levied at such rates and for so long as may be required to meet the debt service needs of the bonds proposed to be issued, including such bonds that may be issued to refund any approved bonds.

All of the purposes enumerated in the foregoing measure shall be united and voted upon as one single measure, with precincts, places of holding the elections and officers appointed to conduct the elections to be the same as those provided for the statewide presidential general election to be held on November 8, 2016 under the Notice of Election published _____.

This election has been called pursuant to a Resolution of the Board of Trustees of the Plumas Unified School District, adopted on June 22, 2016. The Elections Official of the County of Plumas hereby gives formal notice of the election in accordance with the provisions of Education Code Section 15120.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

Registrar of Voters
Plumas County, California

RESOLUTION NO. 2016 -

A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK TO CONDUCT AN ELECTION WITHIN THE BOUNDARIES OF THE CITY OF PORTOLA TO ELECT CITY COUNCIL MEMBERS AND CONSOLIDATE THE ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016.

WHEREAS, pursuant to the requirements of the laws of the State of California relating to General Law Cities, an election will be held within the boundaries of the City of Portola, California for the purpose of electing three Members of the City Council for four year terms.

WHEREAS, it is requested by the members of the City Council of the City of Portola that the election be consolidated with the Statewide General Election to be held on November 8, 2016, and,

WHEREAS, the City of Portola recognizes that additional costs will be incurred by the County by reason of the consolidation and agrees to reimburse the County for said costs, and,

WHEREAS, there will be three four year terms for Members of the City Council up for election within the boundaries of the city;

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

1. The election of the City Council Members, as set forth in Resolutions No. 2283 and 2284, hereto attached and made a part of, is hereby consolidated with the November 8, 2016 General Election.
2. The Plumas County Clerk will conduct said election within the boundaries of the City of Portola, including preparation and publication of all legal notices, providing necessary supplies and equipment, preparation of official ballots, canvassing the returns and taking all other necessary steps required under state and local law in conducting a consolidated election.
3. The Plumas County Clerk is authorized to recover expenses for any election service performed, by advance payment or reimbursement from the district.

THEREFORE, BE IT FURTHER RESOLVED that the Plumas County Clerk, Registrar of Voters, is hereby authorized and directed to consolidate and conduct the election for City Council Members in accordance with the applicable state and local laws governing the General Election to be held on November 8, 2016, on this 5th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Plumas County Board of Supervisors

ATTEST:

Nancy L. DaForno, Clerk to the Board of Supervisors

RESOLUTION NO. 2283 (Amended)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA,
CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION
TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN
OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF
CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2016 for the election of Municipal Officers;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTOLA, CALIFORNIA,
DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Portola, California, on Tuesday November 8, 2016, a General Municipal Election for the purpose of electing three Members of the City Council, for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. The election shall be conducted by mail ballot pursuant to the California Elections Code Section 3005 only insofar as required by law.

SECTION 4. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 5. That the notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further additional notice of the election, in time, form and manner as required by law.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 29th day of June 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

MAYOR, Bill Powers

COPY

Melissa Klundby, City Clerk

I, _____, City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council of the City of Portola at a meeting thereof held on June 29th, 2016.

Melissa Klundby, City Clerk

RESOLUTION NO. 2284 (amended)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA, CALIFORNIA
REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS TO
CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON
NOVEMBER 8, 2016 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD
ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Portola called a General Municipal Election to be held on November 8, 2016, for the purpose of the election of three Members of the City Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that the county election department of the County of Plumas canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTOLA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of Sections 10401 and 10403 of the Elections Code, the Board of Supervisors of the County of Plumas is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2016, for the purpose of the election of three Members of the City Council

SECTION 2. That pursuant to Section 10418 of the Elections Code, the Plumas County election department is authorized to conduct the General Municipal Election in all respects as if there were only one election and only one form of ballot shall be used.

SECTION 3. That the Board of Supervisors is requested to authorize the County Clerk, election's department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Portola recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Clerk, election's department of the County of Plumas.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 29th day of June 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Melissa Klundby, City Clerk

I, _____, City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council of the City of Portola at a meeting thereof held on June 29th, 2016.

Melissa Klundby, City Clerk

RESOLUTION NO. 2016 -

A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK TO CONDUCT AN ELECTION WITHIN THE BOUNDARIES OF THE SIERRA PLUMAS JOINT UNIFIED SCHOOL DISTRICT TO ELECT TRUSTEES IN PLUMAS AND SIERRA COUNTIES AND CONSOLIDATE THE ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016.

WHEREAS, pursuant to the California Elections Code Section 5322, , an election will be held within the boundaries of the Sierra Plumas Joint Unified School District for the purpose of electing two Trustees for four year terms.

Trustee Area #1 (Downieville, Alleghany, Pike)
Trustee Area #3 (Calpine, Vinton, Chilcoot)

The qualifications of a nominee of an elective officer of the school district require that the nominee be a registered voter in the trustee area for which the nomination sought. No election will be held if there are an insufficient number of nominees.

WHEREAS, it is requested by the governing body of the Sierra Plumas Joint Unified School District that the election be consolidated with the Statewide General Election to be held on November 8, 2016, and,

WHEREAS, the Sierra Plumas Joint Unified School District recognizes that additional costs will be incurred by the County by reason of the consolidation and agrees to reimburse the County for said costs, and,

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

1. The election of the Trustees, as set forth in Resolutions No. 15-010, hereto attached and made a part of, is hereby consolidated with the November 8, 2016 General Election.

2. The Plumas County Clerk will conduct said election within the boundaries of the Sierra Plumas Joint Unified School District, including preparation and publication of all legal notices, providing necessary supplies and equipment, preparation of official ballots, canvassing the returns and taking all other necessary steps required under state and local law in conducting a consolidated election.

3. The Plumas County Clerk is authorized to recover expenses for any election service performed, by advance payment or reimbursement from the district.

THEREFORE, BE IT FURTHER RESOLVED that the Plumas County Clerk, Registrar of Voters, is hereby authorized and directed to consolidate and conduct the election for Trustees in Area #1 and Area #3 of the Sierra Plumas Joint Unified School District in accordance with the applicable state and local laws governing the General Election to be held on November 8, 2016, on this 5th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Plumas County Board of Supervisors

ATTEST:

Nancy L. DaForno, Clerk to the Board of Supervisors

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Resolution No. 15-010

ORDERING ELECTION,
REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION,
REQUESTING CONSOLIDATION OF THE ELECTION, AND
SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, pursuant to Education Code Section 5322, whenever a school district election is ordered, the governing board of the district or the board or officer authorized to make such designations shall, concurrently with or after the order of election, but not less than 123 days prior to the date set for the election in the case of an election for governing board members, or at least 88 days prior to the date of the election in the case of an election on a measure, including a bond measure, by resolution delivered to the county superintendent of schools and the officer conducting the election specify the date of the election and the purpose of the election;

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election;

WHEREAS, the resolution of the governing body of the city or district shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, pursuant to Education Code Section 5342 and Elections Code Section 10400, such election for school districts may be either completely or partially consolidated;

WHEREAS, various district, county, and statewide and other political subdivision elections have been or may be called to be held on November 8, 2016;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT the Governing Board/Board of Trustees of the Sierra-Plumas Joint Unified School District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 8, 2016 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the school district request to the Board of Supervisors of the County of Sierra and County of Plumas to order such consolidation under Elections Code Section 10400; and

BE IT FURTHER RESOLVED AND ORDERED that said School Board hereby requests the Board of Supervisors to permit the Sierra County and Plumas County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services pursuant to Elections Code §10520; and

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Education Code Section 5322, the authority for the specifications of the election order, the governing body of the Sierra-Plumas Joint Unified School District hereby orders an election to be held with the following specifications:

The election shall be held on Tuesday, November 8, 2016;

Check the following that apply:

BE IT FURTHER RESOLVED AND ORDERED that the Sierra County and Plumas County Elections Department conduct the election for the following OFFICE/S on the November 8, 2016, ballot:

SEATS OPEN

OFFICE TERM

Trustee Area #1 (Downieville, Alleghany, Pike)	4 years
Trustee Area #3 (Calpine, Vinton, Chilcoot)	4 years

No election will be held if there are an insufficient number of nominees.

The qualifications of a nominee of an elective officer of the school district are as follows (i.e. a registered voter in the district, trustee area, etc.)

The Candidate's Statement of Qualifications shall be limited to 200 words and will be paid for by the () district OR (X) candidate.

Date of last map change: November 2006. A current map showing the boundaries within the County of the school district and the divisions of the school district, if any, is attached.

BE IT FURTHER RESOLVED AND ORDERED that the Sierra County and Plumas County Elections Department shall conduct the election for the following MEASURE(S) to be voted on at the November 8, 2016, election: (insert 75-word ballot question here or attach, if more than one)

BE IT FURTHER RESOLVED AND ORDERED that the Sierra County and Plumas County Elections Department is requested to: [Check one of the following]

Print the attached measure text exactly as filed in the Voter's Information Pamphlet section of the Sample Ballot for the November 8, 2016, election. Cost of printing and distribution of the measure text will be paid for by the district.

Not to print the measure text in the Voter's Information Pamphlet of the Sample Ballot but send a copy to voters upon request at the cost of said district.

BE IT FURTHER RESOLVED AND ORDERED that the Sierra County and Plumas County Elections Department is ordered that in the event of a tie vote, the candidate will be selected by:

Run-off election

By lot

PASSED AND ADOPTED by the Sierra Plums Joint Unified School District, County of Sierra, State of California, this 14th day of June 2016, by the following vote:

AYES: DRISCOLL, DRYDEN, HALL, MOORE, WRIGHT

NOES: NONE

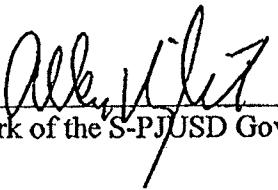
ABSENT: NONE

ABSTAIN: NONE

VACANT: NONE



Tim Driscoll, President and
Chairperson of said School District Governing Board

Attested: 
Clerk of the S-PJUSD Governing Board

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA PLUMAS JOINT UNIFIED SCHOOL DISTRICT

RECEIVED
MAR 2 3 2006
BY:



Plumas County Public Health Agency



270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
---	---	---	---

Date: June 27, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for July 5, 2016

Item Description/Recommendation: Approve and direct the Chair to sign Agreement Amendment Number MAA1415PCG-A2 (\$580,800.00) with Public Consulting Group, Inc., and MAA1415CODING-A2 (\$103,125.00) with Fairbanks, LLC., to provide a Random Moment Survey software system and coding services for the Medi-Cal Administrative Activities (MAA) Program for Fiscal Year 2016-2017.

History/Background: Plumas County Public Health Agency has participated in the Medi-Cal Administrative Activities (MAA) Program for the past several years. This program allows counties, through a system of time studies and cost reports to enhance existing time and activities performed by specific staff relating to administration of Medi-Cal related services. Staff time and activities are enhanced with Federal funds using a formula based on staff classification, organizational structure and duty statements.

The goal of the Medi-Cal Administrative Activities Program is to ensure that local assistance is provided to Medi-Cal eligible individuals, and their families in facilitating their receipt of services and activities from the Medi-Cal Program.

Copies of the agreements are on file with the Clerk of the Board for your review.



Office of the Sheriff

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

IF

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: June 27, 2016

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

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

RE: Agenda Item for the meeting of July 5, 2016

It is recommended that the Board:

Adopt a resolution for the Plumas County Victim Witness Assistance Program authorizing the Sheriff to submit the grant application to CalOES and to sign the Grant Award Agreement. Approve and sign the grant award certification.

Background and Discussion:

The California Office of Emergency Services (CalOES) administers the Victim Witness Assistance Program and oversees the project.

The FY 16/17 grant award is \$144,096.

CalOES requires the Board to adopt a resolution authorizing the Sheriff (Victim Witness Project Director) to sign and approve the Grant Award Agreement including any extensions or amendments on behalf of the Plumas County Board of Supervisors, that grant funding will not be used for supplanting expenditures controlled by the Board and that the award is not subject to local budget or hiring freezes.

A Certification of Assurance of Compliance is required to be signed by the Sheriff and the Board as part of the grant application package.

A copy of the complete application is on file with the Clerk of the Board.

PLUMAS COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

WHEREAS the County of Plumas, Office of the Sheriff, desires to undertake a certain project designated Plumas County Victim Witness Program to be funded in part from funds made available through the California Office of Emergency Services (hereafter referred to as Cal OES).

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of the County of Plumas is authorized, on behalf of the Board of Supervisors, to submit an application to CalOES for FY 16/17 Victim Witness Program funding and is authorized to sign and approve on behalf of the Plumas County Board of Supervisors the Grant Award Agreement, contingent upon the Grant Award Agreement's approval as to form by County Counsel

BE IT FURTHER RESOLVED that the Chair of the Board of Supervisors is authorized to sign the Certificate of Assurance of Compliance, attached to the grant application, on behalf of the Board of Supervisors.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on July 5, 2016 by the following:

Vote:

Ayes:

Noes:

Absent:

Signature: _____ Date: _____

Typed Name and Title: Sharon Thrall, Chair

ATTEST: Signature: _____ Date: _____

Typed Name and Title: Nancy L. DaForno, Clerk of the Board



PROFESSIONAL SERVICES AGREEMENT FOR WEBSITE DEVELOPMENT SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2016 (“Effective Date”), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California (“County”), and Big Fish Creations, a California corporation (“Consultant”).

WITNESSETH:

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

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, County and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by reference.

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

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys’ fees and costs, presented, brought, or recovered

against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Seven thousand five hundred Dollars (\$7,500.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one year, ending on June 30, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

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

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.

5.2. Endorsements. Consultant and County agree to the following with respects to insurance provided by Consultant:

- (a) Consultant agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Consultant also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Consultant in relation to this agreement.
- (b) Consultant agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Consultant shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to County.
- (d) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (e) No liability insurance coverage provided to comply with Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to loss, Consultant waives its right to subrogation against the County.

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

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

6.0. GENERAL PROVISIONS

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

6.2. Representatives. The County Administrative Officer or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. 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 CONSULTANT:

Big Fish Creations
Box 276
Graeagle, CA 96103

Tel: (530) 836-4230
Fax: (530) 836-4230
Attn: Michael and Patty Clawson

IF TO COUNTY:

County of Plumas
520 Main Street, Room 309
Quincy, CA 95971

Tel: (530) 283-6315
Fax: (530) 283-6288
Attn: Board of Supervisors

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

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

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

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

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Consultant and County by a court of competent jurisdiction because of concurrent active negligence of Consultant and County Indemnitees, Consultant and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Consultant of any insurance requirements or obligations created elsewhere in this Agreement.

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

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

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

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

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

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

6.14. Prohibited Employment. Consultant will not employ any regular employee of County while this Agreement is in effect.

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

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

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

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

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

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

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

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

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

Chair, Board of Supervisors

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Stephen J. Vanell, Deputy
County Counsel

Date: 6/15/16

BIG FISH CREATIONS

When you need to get noticed - swim upstream.

Internet Web Design • Marketing • Graphic Design • Copywriting • Multimedia Authoring • Music Composition

LETTER OF AGREEMENT

June 7, 2016

County of Plumas
520 Main Street Room 309
Quincy, California 95971

EXHIBIT
A, B, C

To the Board of Supervisors,

As per your request, I have prepared a letter of agreement that when signed by both parties, shall be a valid and binding agreement between Big Fish Creations, a California business having offices at 1010 Jamison Road, Graeagle, California 96103, and County of Plumas (the "Client"), a California business having offices at 520 Main Street Room 309, Quincy, California, 95971, in which Big Fish Creations agrees to maintain and support the Explore Plumas County website via a monthly retainer agreement.

1. Description of Work

The main focus of the monthly retainer will be to handle the entry and promotion of annual events, site maintenance and fulfillment, including workflow notifications and follow-up. Additional focus will be on the creation of banner ads and advertising combined with Social Media posts/integration, email marketing, and SEO optimization.

2. Term:

The term of this Agreement shall commence on the date listed above and shall continue thereafter in full force and effect until cancellation by either party (see item #6). In addition, any price changes will be submitted in writing by Big Fish Creations for approval by the Client.

3. Big Fish Creations Services:

Big Fish Creations may perform the following services as needed, amortized on a monthly basis:

GO-TO-MARKET On line mediums, announcements, print collateral, tracking, traffic statistics. **360-DEGREE BRANDING** Product and client identity: logos, tags, etc. **SOCIAL BRANDING AND MARKETING INTEGRATION** Online social presence with the integration of marketing strategies, **CONCEPTUAL CREATIVE DIRECTION** Multi-mediums for advertising and marketing campaigns and promotions. **MARKETING AND RESEARCH PLANS** Analysis, implementation. **RESEARCH AND DEVELOPMENT** Competitive set, market segments, target audience and price structure. **PUBLIC Relations** Existing profile of your business and crisis management plan. **COPYWRITING** Multi-paged campaigns to powerful single word concepts. **PHOTOGRAPHY and PHOTO ENHANCEMENT** Studio or on-site plus advanced corrections, techniques, effects. **GRAPHIC DESIGN** Custom **ARTWORKS** Cutting edge design and branding that works, 3D, 2D, etc. **Website Development** Online presence, business or personal. Advanced front and back-end development and design. **Standards compliant websites** including advanced programming languages. **Search engine optimization**. **EVALUATION OF WEB SITE INTERFACE** Web site interaction, client response and feed back of design augmentation. **E-MAIL MARKETING STRATEGIES** Promotional offers, relationship marketing, packages, web trends, and up-sell and cross sell strategies, design.

In other words, this retainer agreement covers all of the above services as needed, but is limited to the hourly and/or annual time detailed in Section 7.

BIG FISH CREATIONS

When you need to get noticed - swim upstream.

Internet Web Design • Marketing • Graphic Design • Copywriting • Multimedia Authoring • Music Composition



LETTER OF AGREEMENT

4. Additional Costs:

The compensation estimate (See Section #7) INCLUDES fees for domain hosting, monthly storage and e-mail accounts. Outside costs such as supplies, additional photography, copy & printing services, long distance telephone, travel and shipping, court and/or legal fees, will be over and above the compensation amount and billed at net costs. This agreement INCLUDES domain registration fees.

5. Independent contractors:

Should Big Fish Creations elect to hire freelance employees, Big Fish Creations will be solely responsible for any and all necessary taxes and insurance incurred on their behalf.

6. Cancellation:

The Client and/or Big Fish Creations may request cancellation of this agreement, but must do so in writing. Furthermore, upon cancellation, The Client is obligated to pay any unpaid design fees as "payoff" for this agreement. [See section 8]

7. Compensation:

Compensation for Big Fish Creations services (see section #3) hereunder shall be as follows:

Compensation for Monthly Retainer Services\$ 600 (per month)

This compensation covers an estimated 5 hours total time of services listed in Section #3. In addition, the retainer will cover the annual fees associated with hosting and registering the website, roughly \$450 per year.

8. Payment Schedule:

The Client will be invoiced by Big Fish Creations monthly, and remit the total retainer services fee [See Section #7] to Big Fish Creations each month. If the hours per month are exceeded, and/or not reached, they will carry over into the next month. In the event Client exceeds maximum estimated annual hours, i. e. 96 total annual hours, Big Fish Creations will notify Client ahead of time. An accounting of hours will be kept by Big Fish Creations and be made available to Client per their request.

9. Scope of Work:

The retainer specifically focuses mainly on the following tasks:

- ◆ Enter, update and maintain the Calendar of Events
- ◆ Analysis of Web Site Statics, Traffic Trends and Optimization
- ◆ Provide Content for the Facebook and Twitter Accounts
- ◆ Create Banner Ads
- ◆ Add Images as Needed, or Requested by Client
- ◆ Refresh or add New Copy
- ◆ Answer all Workflow Notifications

However, the Client has the ability to use the retainer to cover any service provided by Big Fish Creations on the list in Section # 3.

BIG FISH CREATIONS

When you need to get noticed - swim upstream.

Internet Web Design • Marketing • Graphic Design • Copywriting • Multimedia Authoring • Music Composition

LETTER OF AGREEMENT

Thank you for allowing me to prepare this agreement letter. Please feel free to contact me if you have any questions. If the foregoing meets with your approval, please sign in the space indicated and return one copy to the address or fax below.

Very truly yours,

Michael K. Clawson

Michael K. Clawson
Big Fish Creations

ACCEPTED AND AGREED:

Signed: _____

Print: _____

Title: _____

Date: _____

PLUMAS COUNTY AUDITOR / CONTROLLER

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



Date: 7/5/2016

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Approve Addendum to Agreement for Auditing Services between County of Plumas and Smith & Newell CPAs for audit of the fiscal records of the County of Plumas for fiscal years ending June 30, 2016 and June 30, 2017, per Addendum attached.

Recommendation:

Approve Addendum to Agreement for Auditing Services between County of Plumas and Smith & Newell CPAs for the audit of the fiscal records of the County of Plumas for fiscal years ending June 30, 2016 and June 30, 2017, per Addendum attached.

Background:

The original contract between Plumas County and Smith & Newell CPAs expired June 30, 2015 and was for audits of the fiscal years ending June 30, 2012 through June 30, 2014. A one year addendum was approved in June of 2015 for auditing services and financial statements for fiscal year ending June 30, 2015. It was the intention of the Auditor/Controller at that time to send out Requests for Proposals for fiscal year 2015/16. However, because Plumas County is in the process of replacing the accounting software for the County, the Auditor/Controller is of the opinion that it would be beneficial to wait until after implementation of the new system to send out bid requests for a new auditing firm. The addendum before the Board today would extend the original contract for two additional years and would coincide with the expected implementation schedule of the new software.

Respectfully submitted,

Roberta Allen
Auditor/Controller

RECEIVED
MAY 19 2016
Auditor's / Risk

ADDENDUM TO AGREEMENT FOR AUDITING SERVICES

THIS CONTRACT ADDENDUM for additional professional services is entered into by and between the COUNTY OF PLUMAS ("County"), and, SMITH & NEWELL CPAS, ("Consultant") this 1st day of July, 2016 and affects Scope of Services Required of the original contract dated February 2012 (Copy attached).

This contract is hereby amended as follows:

SCOPE OF WORK: Consultant shall audit the fiscal records of the County of Plumas for the fiscal years ending June 30, 2016 and June 30, 2017 in accordance with the duties imposed upon it as set forth in the original contract plus compliance with all new applicable standards issued since the date of the original contract.

COMPENSATION: County shall pay to Auditor for services described herein a sum not to exceed the following:

<u>Required Audit Services</u>	2016 Maximum Fee	2017 Maximum Fee
County Wide Audit	\$ 42,500	\$ 43,700
Compilation of Financial Statements	3,350	3,450
Single Audit	6,250	6,450
Compliance Report on Treasury Investments	2,100	2,200
Cash Procedure/Control Audit of Departments	<u>3,450</u>	<u>3,550</u>
Total Maximum Fee	<u>\$ 57,650</u>	<u>\$ 59,350</u>

TERMS: The term of the original contract shall be extended until June 30, 2018 for the services contemplated in this contract addendum.

All other sections of this Contract remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties hereto have signed this Agreement as of the day and year herein first above written.

COUNTY OF PLUMAS:

SMITH & NEWELL CPA'S:

BY: _____

Approved as to form:

Stephen J. Newell 6/23/16
Stephen J. Newell

BY: _____

Marilee Smith

Services Agreement

FEB 21 2012

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Office of the Auditor (hereinafter referred to as "County"), and SMITH & NEWELL, CPAs, a California general partnership (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—Contractor's proposal, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Fifty-Four Thousand, Six Hundred Eighty and No/100 Dollars (\$154,680.00).
3. Term. The term of this agreement shall be from July 1, 2012 through June 30, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
4. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County, and County shall pay Contractor for professional services satisfactorily performed up to and including the date of County's written notice of termination. All documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.
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.

SM COUNTY INITIALS

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 work performed under this Agreement for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. General liability coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
 - b. Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.
 - c. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
 - d. Workers Compensation insurance in accordance with California state law.

SM COUNTY INITIALS

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

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

Auditor/Controller
County of Plumas
520 Main Street, Room 205
Quincy, CA 95971
Attention: Shawn Montgomery

Contractor:

Smith & Newell, CPA's
1425 Butte House Rd.
Yuba City, CA 95993

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a

period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

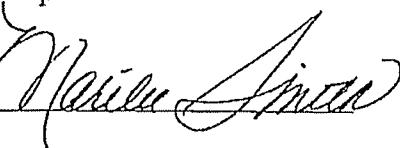
25. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.
26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit to the Agreement, the terms of the Agreement shall control.

[Continued on Following Page]

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

CONTRACTOR:

Smith & Newell, CPAs, a California general partnership

By: 

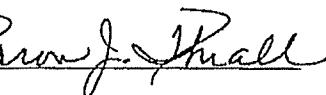
Name:

Title: General Partner

Date signed: 2-16-2012

COUNTY:

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

By: 

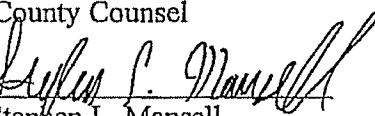
Name:

Title:

Date signed:

APPROVED AS TO FORM:

Plumas County Counsel

By: 

Stephen L. Mansell

Deputy County Counsel

Date signed: 2/21/12

SM COUNTY INITIALS

EXHIBIT A

Scope of Work and Fee Schedule

Contractor shall perform work as described in, and at the fees listed in, County's Request for Proposal and Contractor's Proposal to Provide Independent Audit Services dated August 5, 2011, as attached hereto.

SM COUNTY INITIALS

7

CONTRACTOR INITIALS _____

9. SAMPLE COUNTY GOVERNMENTAL FINANCIAL STATEMENT PREPARED BY SMITH & NEWELL

Sample formats of required reports for this engagement can be obtained by reviewing audit engagements we have completed for other counties. County of Nevada's Comprehensive Annual Financial Report is available at www.wclibrary.co.nevada.ca.us Auditor Controller, County Financial Statements.

10. IDENTIFICATION OF MEMBERS OF SMITH & NEWELL'S AUDIT TEAM WHO WILL BE PERFORMING THE AUDIT AND THE TOTAL COST OF EACH AUDIT COMPONENT

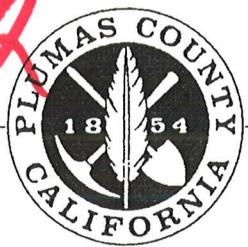
Our fee philosophy is to foster long-term client relationships by offering fair pricing commensurate with our expertise. We strive to maintain efficiency in our audit approach so we can achieve maximum results in the budgeted time. We also strive to maintain billing rates which are reasonable in relation to the expertise of our staff. After considering the current economic conditions and the mandate on local governments to reduce costs, we are committed to helping the County meet its financial challenges and the following cost proposal reflects an across the board reduction in our standard billing rates of approximately five percent for the year ended June 30, 2012.

Based upon our understanding of your needs as described in your request for proposal and outlined in the Scope of Services section of this proposal, the estimated hours, revised hourly rate and proposed fees are as follows:

<u>Classification</u>	<u>2011 Standard Hourly Rate</u>	<u>2012 Revised Hourly Rate</u>	<u>2013 Revised Hourly Rate</u>	<u>2014 Revised Hourly Rate</u>	<u>Estimated Hours</u>
Partner	\$ 150	\$142	\$146	\$150	100
Manager	100	95	98	100	90
Supervisor	90	85	88	90	120
Senior Accountant	80	76	78	80	100
Staff Accountant	70	66	68	70	80
Clerical	50	48	49	50	<u>90</u>
Total Hours for Audit Services					<u>580</u>
<u>Required Audit Services</u>		<u>2012 Maximum Fee</u>	<u>2013 Maximum Fee</u>	<u>2014 Maximum Fee</u>	
County Wide Audit		\$ 36,500	\$ 37,570	\$ 38,420	
Compilation of Financial Statements		3,000	3,090	3,182	
Single Audit		5,500	5,665	5,835	
Compliance Report on Treasury Investments		2,000	2,060	2,121	
Cash Procedure/Control Audit of Departments		<u>3,150</u>	<u>3,245</u>	<u>3,342</u>	
Total Maximum Fee					<u>\$ 50,150</u>
					<u>\$ 51,630</u>
					<u>\$ 52,900</u>

PLUMAS COUNTY AUDITOR / CONTROLLER

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



3A2

Date: July 5, 2016

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Renewal of Services Agreement between County of Plumas and Susan Scarlett for preparation of the 2016-2017 Plumas County Budget and budget related services.

A handwritten signature in black ink, appearing to read "R. M. Allen".

Recommendation:

Approve renewal of Services Agreement between County of Plumas and Susan Scarlett for preparation of the 2016-2017 Plumas County Budget and budget related services as described in Exhibit A of the attached Services Agreement document. Contract amount is \$35,000, term of contract is one year (July 1, 2016 through June 30, 2017) per Exhibit B of attached Services Agreement.

Background:

The County Budget Act requires that a Recommended Budget be passed by the Board of Supervisors by June 30th each year, and the Final Budget be passed by October 2nd each year. Susan Scarlett's contract expires June 30, 2016. This contract renewal will allow her to continue with the budget process and prepare the budget for the upcoming fiscal year.

Respectfully submitted,

Roberta Allen
Auditor/Controller

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 Office of the Auditor (hereinafter referred to as "County"), and Susan Scarlett, 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. County shall pay Contractor 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 Contractor under this Agreement shall not exceed Thirty-five Thousand and No/100 Dollars (\$35,000.00).
3. Term. The term of this agreement shall be from July 1, 2016 through June 30, 2017, 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. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. General liability coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
- b. Professional liability coverage with a minimum per occurrence limit of two-hundred fifty thousand dollars (\$250,000), with a five hundred thousand dollar (\$500,000) aggregate.
- c. Automobile liability coverage (including non-owned automobiles), with a minimum bodily injury limit of fifty thousand dollars (\$50,000) per person and one hundred thousand dollars (\$100,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
- 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance of self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

9. 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.

10. 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.

11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. 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.
13. Choice of Law. The laws of the State of California shall govern this agreement.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
 - a. Should Contractor identify a conflict of interest (pursuant to such professional standards as are applicable to Contractor's profession) between work performed for County and work performed for another client, Contractor may terminate this Agreement as of such date necessary to prevent such conflict of interest. Contractor shall endeavor to provide as much advance notice of such termination

to County, and shall assist County, to the extent permitted by applicable codes of professional conduct, to find a replacement to perform the work described in this Agreement and to effectuate an efficient transfer of such responsibilities.

- b. County acknowledges and agrees that Contractor currently provides services to other clients that either have had or may have a conflict or dispute with the County, including but not limited to, the City of Portola and that despite these conflicts or potential conflicts Contractor may continue to provide service to such clients during and after the term of this agreement.
20. **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:

Auditor/Controller
County of Plumas
520 Main Street, Room 205
Quincy, CA 95971
Attention: Roberta Allen

Contractor:

Susan Scarlett
P.O. Box 1906
Quincy, CA 95971

21. **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.
22. **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.

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

CONTRACTOR:

Susan Scarlett, an individual

COUNTY:

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

By: _____

Name: Sharon Thrall

Title: Chair, Board of Supervisors

Date signed:

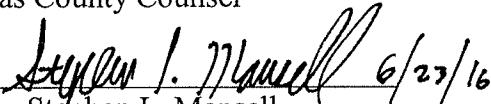
APPROVED AS TO FORM:

Plumas County Counsel

By: _____

Stephen L. Mansell

Deputy County Counsel



6/23/16

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Assist staff of the Auditor-Controller's office with preparation of the 2016-17 Plumas County Budget, upon request on an as-needed basis. Such assistance may include, but is not necessarily limited to, preparation of budget elements and review of the work of County staff on the budget. Contractor may also be requested to answer questions regarding the budget at meetings of the Board of Supervisors, to the extent Contractor is available to do so.

EXHIBIT B

Fee Schedule

Total compensation under this Agreement shall not exceed \$35,000.

Contractor shall charge \$65 per hour for services provided under this Agreement, inclusive of all expenses except mileage unless expressly authorized by County in writing prior to the occurrence of such expense.

Contractor shall be reimbursed for mileage incurred to attend meetings occurring outside of the Quincy area, at the County's then-standard mileage reimbursement rate and any other travel costs that may be incurred if over night travel is requested of Contractor.

Contractor shall submit an invoice to County on a monthly basis. County shall reimburse Contractor within fifteen (15) days of receipt of undisputed invoice.



3B

Erin Metcalf, Chief Probation Officer

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

DATE: June 27, 2016

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer 

SUBJECT: Request for approval to fill fully funded vacant Deputy Probation Officer III position.

Recommendation

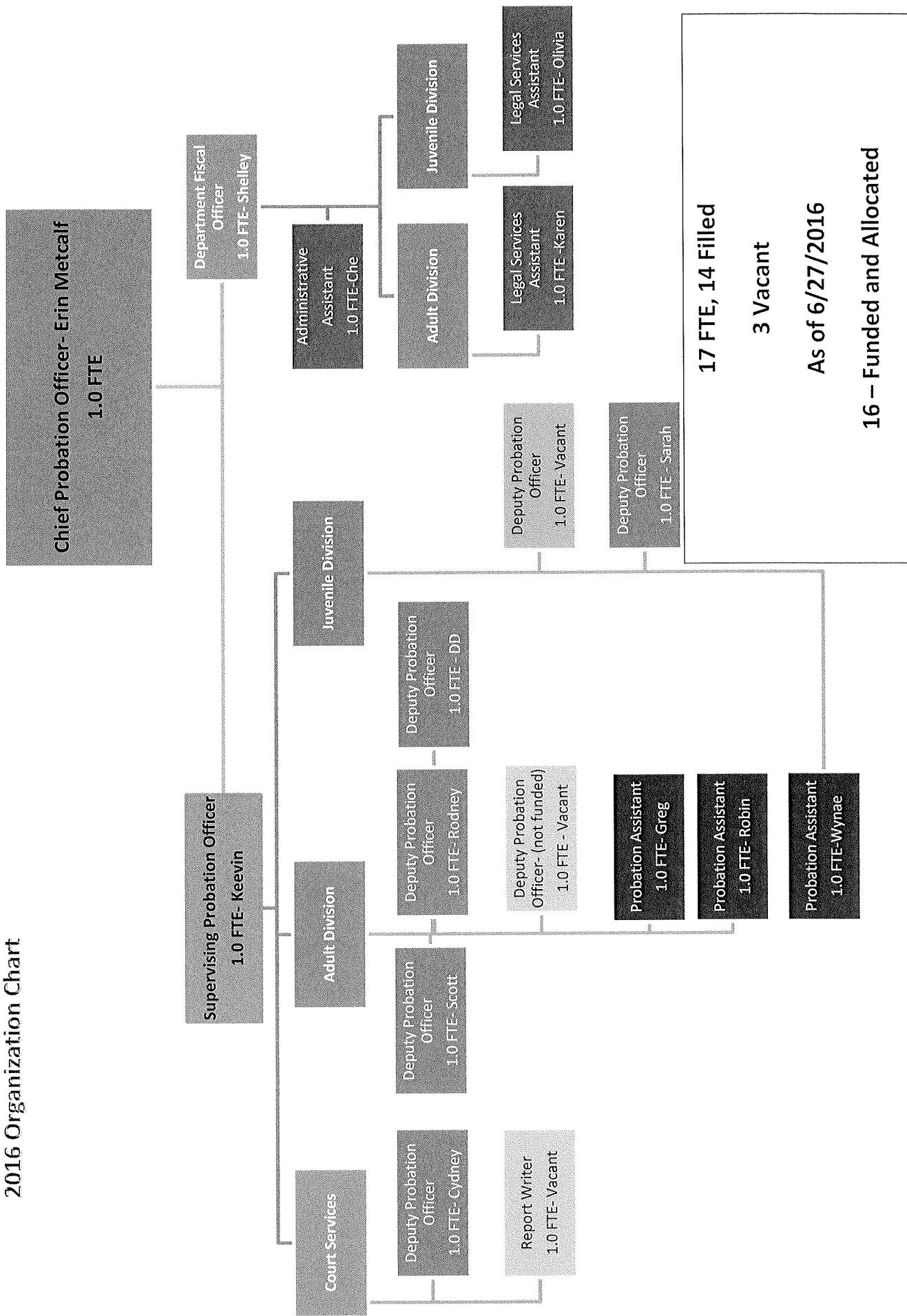
Approve the recruitment and filling of the vacancy of allocated position of 1.0 FTE Deputy Probation Officer III position within Department 20400, which was allocated and funded in the 2015-2016 budget and is also included in the proposed 2016-2017 budget.

Background and Discussion

On June 27, 2016, the Deputy Probation Officer III position became vacant as the incumbent was hired as the Supervising Probation Officer. Subsequently the Deputy Probation Officer III position is a vitally important position that needs to be filled as soon as possible. The position was approved in the Probation Department 2015-2016 budget.

It would respectfully be recommended that the Board of Supervisors approve the recruitment and filling of this position.

Plumas County Probation Department 2016 Organization Chart



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? Yes, the Deputy Probation Officer III is a lead worker semi-supervising position. This position is third in the command and administrative structure of the Probation Department. The Deputy Probation Officer III provides statutory supervision of the Deputy Probation Officer I/II and Probation Assistants. From a business standpoint the Probation Department operates on a minimal administrative basis in that the Deputy Probation Officer III is a direct report to the Supervising Probation Officer, who is a direct report to the Chief Probation Officer. The Deputy Probation Officer III also carries a caseload in order to distribute the workload of the Probation Department.
- Why is it critical that this position be filled at this time? The Probation Department is required and mandated to have Deputy Probation Officers. These officers provide intensive supervision and caseload management for high risk offenders. The main function of the Deputy Probation Officer III is to provide guidance and training to Deputy Probation Officers while carrying a caseload. The Deputy Probation Officer III helps to ensure the Probation Department does not fall behind on legal, mandated timelines.
- How long has the position been vacant? The former Deputy Probation Officer III vacated the position on June 27, 2016 by way of promotion within the Probation Department.
- Can the department use other wages until the next budget cycle? A permanent employee in this position is crucial to the department's ability to provide consistent assistance to the Supervising Probation Officer and the Chief Probation Officer. There are no other wages available to use for this funded position.
- What are staffing levels at other counties for similar departments and/or positions? Probation departments of similar size use a comparable number of Deputy Probation Officer III's.
- What core function will be impacted without filling the position prior to July 1? Consistent work flow and completion of assignments related to meeting court deadlines would be negatively impacted without the Deputy Probation Officer III position. The Department is currently operating with a Supervising Probation Officer and no Deputy Probation Officer III, which requires an additional work of the Supervising Deputy Probation Officer.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? There is potential for the Probation Department to incur overtime costs in the event this position is not filled.

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? Probation is a general fund department.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? Probation does not expect unbudgeted audit exceptions that will affect the general fund.
- Does the budget reduction plan anticipate the elimination of any of the requested positions? Probation is not requesting elimination of any positions at this time.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? The Deputy Probation Officer III position is a general funded position.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? Probation has utilized SB678's reserve by providing \$142,000 to the Sheriff's Office last fiscal year for a Correctional Officer and Deputy Sheriff and projects using \$248,487 of fund balance in SB678 to offset wages/benefits that are allocated in the General Fund for 2016-2017 budget.

3c1

RESOLUTION NO. _____

**RESOLUTION TO APPOINT THE DIRECTOR OF PLUMAS COUNTY
EMERGENCY MANAGEMENT ALSO KNOWN AS THE OFFICE OF
EMERGENCY SERVICES**

WHEREAS, Plumas County Ordinance 4-1.04 provides that the Director of Emergency Services shall be appointed by the Plumas County Board of Supervisors, and the Board shall prescribe by resolution the salary of the Director. and;

WHEREAS, On April 12, 2016, Sheriff Gregory Hagwood brought before the Board Resolution 16-8144 for the reorganization of the Sheriff's Department which the Board approved by unanimous roll call vote and;

WHEREAS, On April 12, 2016, the Board approved the transition of the Office of Emergency Services responsibilities and function from Environmental Health to the Sheriff's Department which was approved by unanimous roll call vote and;

WHEREAS, this reorganization will combine the classifications of Office of Emergency Services Director and the Sheriff-Coroner of Plumas County and;

WHEREAS, the Board appoints Sheriff Gregory Hagwood as the Director of Emergency Management, with the salary classification as defined in Plumas County Ordinance 5.206 for elected officials.

The forgoing resolution was duly passed and adopted by the Board of Supervisor of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on July ___, 2016 by the following vote:

Ayes:

Noes:

Absent

Abstain:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

CHAPTER 1. - DISASTER RESPONSE AND EMERGENCY ORGANIZATION^[1]

Footnotes:

--- (1) ---

Editor's note—Chapter 1, entitled "Civil Defense," consisting of Sections 4-1.01 through 4-1.09, recodified from Sections 13300 through 13308, P.C.O.C., repealed by Section 11, Ordinance No. 76-172, effective December 9, 1976. Chapter 1, consisting of Sections 4-1.01 through 4-1.10, codified from Ordinance No. 76-172, repealed by Ordinance No. 92-790, effective September 3, 1992

Sec. 4-1.01. - Purpose of chapter.

The Plumas County Board of Supervisors acknowledges the serious responsibility of protecting the citizens of Plumas County. The Board of Supervisors understands that citizens will rely on County government to make decisions that will directly affect their lives during a disaster. The purpose of this chapter is to provide for the preparation, maintenance, exercise and implementation of plans for the protection of persons and property within this County in the event of an emergency. This chapter also authorizes the Plumas County Office of Emergency Services and Disaster Council.

(§ 1, Ord. 92-790, eff. September 3, 1992)

Sec. 4-1.02. - Definitions.

As used in this chapter, "emergency" means the actual or threatened existence of an event bringing great damage and possible loss of life. The words emergency and disaster are interchangeable. Some of the hazards which could cause disasters in Plumas County are hazardous materials, wild land fire, severe winter storm, landslide, flood, earthquake, volcanic eruption, multi-casualty accident and nuclear, biochemical or conventional attack.

(§ 1, Ord. 92-790, eff. September 3, 1992)

Sec. 4-1.03. - Disaster Council.

- (a) So that informed decisions can be made and the public protected, the Board of Supervisors creates a group named the Plumas County Disaster Council and charges it with the responsibility of developing and recommending for adoption by the Board of Supervisors an emergency operations plan, mutual aid plans and rules and regulations as necessary.
- (b) The membership is flexible as new members can be added as the need for the knowledge and services of additional personnel becomes apparent. The Disaster Council should be made up of representatives from the County's functional areas, such as: fire and rescue operations, evacuation and transportation, public health services, care and shelter operations, radiological protection operations, coroner services, law enforcement and traffic control, restoration of services, communications, managing emergency operations and emergency medical services.
- (c) Some functional areas may be represented by more than one person.
- (d) The Chairman of the Board of Supervisors will be the Chairman of the Disaster Council, Vice-Chairman will be the Director of the Plumas County Office of Emergency Services.
- (e) Unlike other County committees and councils, this one does not have specific individuals as members, specific terms of service nor specific meeting times.
- (f) Either the Chairman or the Vice-Chairman can call a meeting. The Disaster Council will meet at least bi-annually.

(§ 1, Ord. 92-790, eff. September 3, 1992)

Sec. 4-1.04. - Director and Assistant Director of Emergency Services.

- (a) There is hereby established an office and position in the County service known as the Director of Emergency Services. The Director shall be appointed by the Plumas County Board of Supervisors, and the Board shall prescribe by resolution the salary of the Director.
- (b) The Board of Supervisors may establish, as needed, a classified position in the county service known as the Assistant Director of Emergency Services and a salary range for the position. The Assistant Director shall be appointed by the Director.

(§ 2, Ord. 93-820, eff. January 13, 1994, retroactively operative August 4, 1992)

Sec. 4-1.05. - Power and duties of the Director of the Office of Emergency Services.

The Director is hereby empowered to:

- (a) Coordinate the revision and exercising of the emergency operations plan;
- (b) Coordinate disaster response, activate and manage the emergency operations center;
- (c) Request that the Board of Supervisors proclaim the existence of a "local emergency" at a regularly scheduled meeting or an emergency meeting;
- (d) Proclaim a "local emergency" if the Board of Supervisors cannot meet. Ratification must be obtained from the Board of Supervisors within seven (7) days thereafter or the proclamation will no longer be in force;
- (e) Request that the Board of Supervisors request the Governor to proclaim a "State of Emergency" when, in the opinion of the Director, the locally available resources are inadequate to cope with the disaster;
- (f) To require emergency services of any County department head or employee and to command the aid of as many citizens of this County as he/she deems necessary. These citizens will be registered as disaster service workers and shall be entitled to privileges, benefits and immunities;
- (g) Use and employ any of the property, services and resources of the County public agencies as necessary;
- (h) To request additional resources/assistance from the California Office of Emergency Services, if needed.

(§ 1, Ord. 92-790, eff. September 3, 1992)

G) Play >> OFFICE OF EMERGENCY SERVICES – Jerry Sipe

- 1) 1) Authorize the Chair to sign “Acknowledgement of Receipt of Settlement Funds and Rules of Expenditure” from BNSF Railway related to a diesel spill in the Feather River Canyon; 2) Approve supplemental budget of \$50,000 for receipt of unanticipated revenue for the Office of Emergency Services and Sheriff’s Department to purchase equipment specified in the Stipulated Judgment; 3) Approve supplemental budget transfer of \$33,000 for Sheriff’s Department to purchase specified equipment; and 4) authorize sole source procurement of Boom Vane as specified in the Stipulated Judgement and in accordance with the county’s purchasing policy; discussion and possible action; **four/fifths required roll call vote**

Motion: Authorize the Chair to sign “Acknowledgement of Receipt of Settlement Funds and Rules of Expenditure” from BNSF Railway related to a diesel spill in the Feather River Canyon; 2) Approve supplemental budget of \$50,000 for receipt of unanticipated revenue for the Office of Emergency Services and Sheriff’s Department to purchase equipment specified in the Stipulated Judgment; 3) Approve supplemental budget transfer of \$33,000 for Sheriff’s Department to purchase specified equipment; and 4) authorize sole source procurement of Boom Vane as specified in the Stipulated Judgement and in accordance with the county’s purchasing policy, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Simpson.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 6).

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

- 2) Play >> Approve the transition of Office of Emergency Services responsibilities and function from Environmental Health to the Sheriff; discussion and possible action

Motion: Approve the transition of Office of Emergency Services responsibilities and function from Environmental Health to the She, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Swofford.

Motion passed unanimously.

H) Play >> SHERIFF – Greg Hagwood

- 1) Approve re-organization of the Sheriff’s Department; approve new and/or revised job descriptions for Undersheriff; Sheriff Patrol Commander; Sheriff’s Special Operations Sergeant; Sheriff’s Deputy/Training/Policy Advisor; and Sheriff’s Fiscal Officer II; adopt **RESOLUTION** to Amend the Position Allocation for Budget Year 2015-2016, 70330 Sheriff; and authorize the Sheriff to recruit and fill positions. **Roll call vote**

Motion: Approve re-organization of the Sheriff’s Department; approve new and/or revised job descriptions for Undersheriff; Sheriff Patrol Commander; Sheriff’s Special Operations Sergeant; Sheriff’s Deputy/Training/Policy Advisor; and Sheriff’s Fiscal Officer II; adopt **RESOLUTION No. 16-8144** to Amend the Position Allocation for Budget Year 2015-2016, 70330 Sheriff; and authorize the Sheriff to recruit and fill positions, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Swofford.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 6).

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

- 2) Approve budget transfer of \$2,078 for the 2014 Homeland Security Grant budget including \$451 from Homeland Security Contingencies; discussion and possible action; **four/fifths required roll call vote**

Motion: Approve budget transfer of \$2,078 for the 2014 Homeland Security Grant budget including \$451 from Homeland Security Contingencies; discussion and possible action, **Action:**



Office of the Sheriff *3c3*

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

GREGORY J. HAGWOOD
SHERIFF/CORONER

DATE: **June 20, 2016**

TO: **Honorable Board of Supervisors**

FROM: **Sheriff Gregory Hagwood** *[Signature]*

RE: **Agenda Item for the meeting of July 5, 2016**

Recommended Action:

Review and authorize the Sheriff to sign and administer the 2016 Emergency Management Performance Grant (EMPG) for \$129,058 on behalf of Plumas County. The Board also needs to approve and the Chair sign the attached resolution on behalf of Plumas County.

Background and Discussion:

The EMPG Program has been in effect for about 15 years. Each year the State Office of Emergency Services, who governs the grant at the local level, releases an allocation that Plumas County is able to secure. This grant pays for essentially all the labor costs of the local Office of Emergency Services and also allows funding for repairs of equipment and leases/rents for fire repeaters.

As your Board is aware, the OES function has moved to the Sheriff's Office and, thus the responsibility for the EMPG program. Unfortunately in the past number of years, the County has not been able to secure the entire allocation due to the requirement of a 50% match. The Sheriff's Office has already identified a number of functions that will meet the match requirement, therefore this year the entire State funding allocation can be captured.

This year there are a number requirements and easy of restrictions the program brings to the County, such as updating the County Emergency Operations Guide as well as making match requirements easier to accomplish. The Sheriff's Office is currently well suited to meet these needs and has assured staff has attended training for the local management of the grant. This

program mirrors the State Homeland Security Grant program making management that much easier.

Due to the length of this application a copy is on file with the Clerk of the Board for review.