

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 SEPTEMBER 20, 2016 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

9:00 – 10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

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) DISTRICT ATTORNEY

- 1) Approve and authorize the District Attorney to sign renewal lease/rental agreement between County of Plumas and Quincy Real Estate and Property Management for two Quincy locations of \$2,250 per month to house the Day Reporting Center; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract between County of Plumas and Allvest Information Services, Inc. dba Vant4ge and Assessments.com not to exceed \$11,500 for web-based assessment software package and maintenance; approved as to form by County Counsel

B) PROBATION

- 1) Approve and authorize the Chief Probation Officer to sign contract not to exceed \$28,064 between County of Plumas and Plumas Crisis Intervention and Resource Center for the facilitation of the Ohana House services for young adults; approved as to form by County Counsel
- 2) Approve and authorize the Chief Probation Officer to sign contract not to exceed \$22,509 between County of Plumas and Plumas Crisis Intervention and Resource Center for the facilitation of the 24/7 Dad Project; approved as to form by County Counsel
- 3) Approve and authorize the Chief Probation Officer to sign contract not to exceed \$40,000 between County of Plumas and Plumas Crisis Intervention and Resource Center for the facilitation of the Pathways Home Services for men and women transitioning from prison/jail and the judicial system; approved as to form by County Counsel
- 4) Approve and authorize the Chief Probation Officer to sign contract not to exceed \$25,000 between County of Plumas and Alliance for Workforce Development, Inc. for the facilitation of job searches services; approved as to form by County Counsel

C) BEHAVIORAL HEALTH

Approve and authorize the Chair to sign FY 2016-2017 contracts between the County of Plumas and BHC Sierra Vista Hospital not to exceed \$75,000 (inpatient psychiatric hospital services); Roseville Home Start not to exceed \$75,000 (sober living environment and emergency assistance); and Kingsview Corporation not to exceed \$155,907 (electronic health record software, billing, and reporting storage/network and other supportive services); approved as to form by County Counsel

D) PUBLIC WORKS

Approve and authorize the Chair and the Director of Public Works to sign Professional Services Agreement between County of Plumas and Cascade Software Systems of \$15,000 for maintenance and systems services for Public Works Cost Accounting System; approved as to form by County Counsel

E) PUBLIC HEALTH AGENCY

- 1) Adopt **RESOLUTION** to Accept Grant Agreement Number 16-10128 from the California Department of Public Health, Nutrition Education and Obesity Prevention Branch, and authorize the Director of Public Health to sign the Agreement and execute subsequent documents pertaining to the agreement; approved as to form by County Counsel
- 2) Approve and authorize the Director of Public Health to sign Professional Services Agreement between County of Plumas and Les Hall to provide various services to Public Health related to the Medi-Cal Administrative Activities (MAA) Program; approved by County Counsel.
- 3) Adopt **RESOLUTION** to accept Agreement Amendment Number 14-10049 A01 with the State of California Department of Public Health for Childhood Lead Poisoning Prevention Program funding, and authorize the Director of Public Health to sign as the Board's designee; approved as to form by County Counsel

2. AT&T – Alice Perez

Presentation to provide information on where AT&T is considering utilizing the Connect America Fund Phase II (CAF II) funding in Plumas County to deploy and offer internet access and voice service in FCC-identified census blocks

3. ALLIANCE FOR WORKFORCE DEVELOPMENT – Traci Holt

Report and update on business services and job seeker services provided to Plumas County residents

4. FEATHER RIVER LAND TRUST – Paul Hardy

Presentation regarding activities and goals of the Feather River Land Trust

5. DEPARTMENTAL MATTERS

A) PROBATION – Erin Metcalf

Authorize the Probation Department to recruit and fill vacant 1.0 FTE Probation Assistant position; discussion and possible action

B) HUMAN RESOURCES – Nancy Selvage

1) Adopt **RESOLUTION** Denying Industrial Disability Retirement for Michael R. Smith, Sheriff Investigator (Government Code §21156). **Roll call vote**

2) Adopt **RESOLUTION** Denying Industrial Disability Retirement for Gerald G. Hendrick, Assistant Sheriff (Government Code §21156). **Roll call vote**

C) SHERIFF – Greg Hagwood

Adopt **RESOLUTION** authorizing the Sheriff to sign Grant Contract with the Department of Parks & Recreation, Division of Boating & Waterways; approved as to form by County Counsel. **Roll call vote**

D) SOCIAL SERVICES – Elliott Smart

Presentation of Social Services Trends Report for quarter ending June 30, 2016

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

- 1) Approve and authorize the Chair to sign renewal of Services Agreement for up to \$40,000 between County of Plumas and Rodney Craig Goodman, Jr. for consulting services related to year-end closing procedures and processes for 2015-2016 fiscal year-end; approved as to form by County Counsel; discussion and possible action
- 2) Adopt **RESOLUTION** adopting the Basic Tax Rate for Plumas County and the Rates for the Plumas Unified School District and the Plumas District Hospital Bonds for FY 2016-2017. **Roll call vote**
- 3) Risk Management Division: Approve Risk Manager's request to waive competitive bidding and authorize the purchase of BullEx basic package and two Smart Extinguishers of \$5,683.32 for training purposes; discussion and possible action

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

PUBLIC HEARING: Adopt **ORDINANCE**, first introduced on September 13, 2016, adding Chapter 14 of Title 5 of the County Code, "Tobacco Retailer Licensing Program", requiring the Licensure of Tobacco Retailers. **Roll call vote**

G) **PUBLIC WORKS** – Robert Perreault

Approve and authorize the Chair and the Director of Public Works to sign Amendment No. 1-B to the existing on-Call Civil Engineering and Staff Augmentation Services Contract with Wildan Engineering, Inc. of \$22,952 to prepare documents for the design and construction of improvements to Seneca Road; approved as to form by County Counsel; discussion and possible action

6. BOARD OF SUPERVISORS

- A. Approve and authorize the Chair to sign letter to the Volcanic Legacy Community Partnership regarding re-designation of Lava Beds National Monument as a National Park; discussion and possible action
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

1:00 P.M. **AFTERNOON SESSION**

7. BOARD OF SUPERVISORS

- A. **PUBLIC HEARING:** The Board of Supervisors will open its public hearing on the FY 2016-2017 Plumas County Budget
- B. Susan Scarlett, Budget Consultant: Review and discuss prior year budgets to actual amounts; report and update regarding the FY 2016-2017 Budget; discussion and possible action regarding various county departments and programs

8. CLOSED SESSION

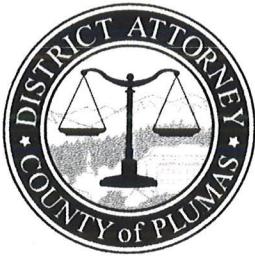
ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, September 27, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California.



IAI

OFFICE OF THE DISTRICT ATTORNEY AND PUBLIC
ADMINISTRATOR

David Hollister, District Attorney

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

Date: August 9, 2016

To: Honorable Board of Supervisors

From: David Hollister, District Attorney

Agenda: September 13, 2016

Recommendation:

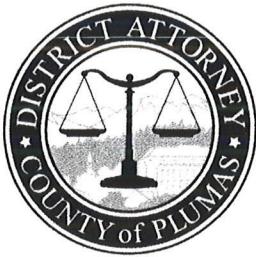
A. Authorize the District Attorney to sign a renewal lease/rental agreement with Quincy Real Estate and Property Management for two Quincy locations at a total monthly rental amount of \$2,250.00 to house the Day Reporting Center.

Background and Discussion

The Alternative Sentencing Program began operation of the Day Reporting Center in August 2014. This location gives the Alternative Sentencing program and its partners the ability to offer services, intakes and assessments as well as programs in close proximity to the Court in an environment that is most beneficial for recovery and reintegration. Through the Day Reporting Center participant's engage in substance abuse treatment, mental health services, job readiness and vocational training as well as receive case management and basic life skills.

Alternative Sentencing took the lease responsibilities over from Probation in 2015 however the lease agreement remains the same as it has been in the years past.

The above referenced lease has been approved as to form by County Counsel.



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OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney

520 Main Street, Room 404 • Quincy, California 95971

(530) 283-6303 • Fax (530) 283-6340

Date: **August 9, 2016**

To: **Honorable Board of Supervisors**

From: **David Hollister, District Attorney**

Agenda: **September 13, 2016**

Recommendation:

A. The District Attorney requests approval of Pre-Trial services agreement with Allvest Information Services, Inc., dba Vant4ge and Assessments.com.

Background and Discussion

The criminal justice system in California has undergone extensive changes in recent years, including significant shifts in the use of state prisons and local jails. There is a national movement underway, beginning with the passage of the Judiciary Act of 1789, and subsequently followed by the U.S. Supreme Court opinion held in *Stack v. Boyle* (1951), the Comprehensive Crime Control Act of 1984, the Supreme Court's review of that Act in 1987, and most recently lead by *United Sates v. Salerno* (1987), to focus pretrial release and custody decisions on assessment of risk rather than an individual's ability to pay. As a result, Plumas County must to look at making changes to policies and practices as the role of incarceration within the local system is reexamined, thus allowing the Criminal Justice Partners to implement such programs before state or federally mandated.

By necessity, Plumas County Criminal Justice Partners have come together to develop pretrial release guidelines and polices that are consistent with legal and evidence-based practices, constitutional principles and California state law in order to stay ahead of the ever-changing incarceration patterns brought on by legislative change within the state.

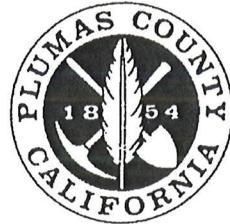
In order to operate an effective pretrial program that ensures public safety the need to purchase an unbiased and proven tool is a necessity. After months of research the



Erin Metcalf
Chief Probation Officer

County of Plumas

Department of Probation
270 County Hospital Rd. #128,
Quincy, California, 95971



IBI

Phone: (530)283-6200
FAX: (530)283-6165

DATE: September 20, 2016

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Plumas County Community Corrections Partnership Executive Committee- Contract with Plumas Crisis Intervention and Resource Center

Recommendation:

Plumas County Community Corrections Partnership respectfully recommends that Chief Probation Officer, Erin Metcalf, be given authorization to sign a contract with Plumas Crisis Intervention and Resource Center for up to the amount of \$28,064.00 during fiscal year 2016-2017.

Background:

The Community Corrections Partnership Executive Committee approved and awarded the Plumas Crisis Intervention and Resource Center, a community based partner, the amount of \$28,064.00 during the August 17, 2016 CCP meeting. The AB109 funds are for providing access to housing and case management for young homeless adults between the ages of 18-24 in the Ohana House. Subsequently, this award was previously approved by the Board of Supervisors on September 6, 2016.



Erin Metcalf
Chief Probation Officer

County of Plumas

Department of Probation

270 County Hospital Rd. #128,
Quincy, California, 95971



Phone: (530)283-6200
FAX: (530)283-6165

DATE: September 20, 2016

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer *o*

SUBJECT: Plumas County Community Corrections Partnership Executive Committee- Contract with Plumas Crisis Intervention and Resource Center

Recommendation:

Plumas County Community Corrections Partnership respectfully recommends that Chief Probation Officer, Erin Metcalf, be given authorization to sign a contract with Plumas Crisis Intervention and Resource Center for up to the amount of \$22,509.00 during fiscal year 2016-2017.

Background:

The Community Corrections Partnership Executive Committee approved and awarded the Plumas Crisis Intervention and Resource Center, a community based partner, the amount of \$22,509.00 during the August 17, 2016 CCP meeting. The AB109 funds are for providing services to help train Fathers to be involved, responsible and committed with the 24/7 Dad Project. Subsequently, this award was previously approved by the Board of Supervisors on September 6, 2016.



Erin Metcalf
Chief Probation Officer

County of Plumas

Department of Probation

270 County Hospital Rd. #128,
Quincy, California, 95971



1B3

Phone: (530)283-6200
FAX: (530)283-6165

DATE: September 20, 2016

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer *LM*

SUBJECT: Plumas County Community Corrections Partnership Executive Committee- Contract with Plumas Crisis Intervention and Resource Center

Recommendation:

Plumas County Community Corrections Partnership respectfully recommends that Chief Probation Officer, Erin Metcalf, be given authorization to sign a contract with Plumas Crisis Intervention and Resource Center for up to the amount of \$40,000.00 during fiscal year 2016-2017.

Background:

The Community Corrections Partnership Executive Committee approved and awarded the Plumas Crisis Intervention and Resource Center, a community based partner, the amount of \$40,000.00 during the August 17, 2016 CCP meeting. The AB109 funds are for providing services to men and women who are transitioning from prison/jail and the judicial system. The Pathways Home will provide access to housing for transitioning offenders. Subsequently, this award was previously approved by the Board of Supervisors on September 6, 2016.



Erin Metcalf
Chief Probation Officer

County of Plumas

Department of Probation
270 County Hospital Rd. #128,
Quincy, California, 95971



IB4
Phone: (530)283-6200
FAX: (530)283-6165

DATE: September 20, 2016

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer *Q*

SUBJECT: Plumas County Community Corrections Partnership Executive Committee- Contract with Alliance for Workforce Development, Inc.

Recommendation:

Plumas County Community Corrections Partnership respectfully recommends that Chief Probation Officer, Erin Metcalf, be given authorization to sign a contract with Alliance for Workforce Development, Inc. for up to the amount of \$25,000 during fiscal year 2016-2017.

Background:

The Community Corrections Partnership Executive Committee approved and awarded Alliance for Workforce Development, Inc., a community based partner, the amount of \$25,000, during the August 17, 2016, CCP meeting. The AB109 funds are for providing job search services to Probation clients referred by Probation or the Day Reporting Staff. Subsequently, this award was previously approved by the Board of Supervisors on September 6, 2016.

PLUMAS COUNTY BEHAVIORAL HEALTH

W. Robert Brunson, Director
270 County Hospital Road, Suite 109, Quincy, CA 95971
PH: (530) 283-6307 FAX: (530) 283-6045



MEMO

DATE: **September 12, 2016**

TO: **HONORABLE BOARD OF SUPERVISORS**

FROM: **W. ROBERT BRUNSON, DIRECTOR**

SUBJECT: **CONSENT AGENDA ITEMS FOR SEPTEMBER 20, 2016**

RE: **APPROVE AND AUTHORIZE NEW CONTRACTS BETWEEN BEHAVIORAL HEALTH AND BHC, SIERRA VISTA HOSPITAL, ROSEVILLE HOME START AND KINGSVIEW CORPORATION.**

IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS: Approve and execute the FY16-17 contracts for the following: BHC Sierra Vista Hospital (\$ 75000.00), Roseville Home Start (\$ 75000.00) and Kingsview Corporation (\$155,907.00), all of which have been approved as to form by County Counsel.

BACKGROUND AND DISCUSSION: Contracts involved have a standing association with Plumas County Behavioral Health. BHC Sierra Vista provides inpatient psychiatric hospital services; Roseville Home Start provides sober living environment and emergency assistance; Kingsview Corp which provides Electronic Health Record software, Billing and Reporting, Storage/Network and other supportive services.

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

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS



CONSENT AGENDA REQUEST

For the September 20, 2016 meeting of the Plumas County Board of Supervisors

September 12, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Contract Award of Professional Service Agreement for Maintenance and Systems Services for Public Works Cost Accounting System with Cascade Software Systems, in the amount of \$15,000

Background:

The Plumas County Department of Public Works utilizes a specialized cost accounting software system for its in-house accounting needs.

As the contract with the vendor has expired, a new contract is necessary in order for the vendor to continue to provide maintenance and systems support for this software.

A copy of the contract, signed by the vendor and reviewed by County Counsel is attached.

Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a Professional Services Agreement for Maintenance and Systems Services for Public Works Cost Accounting System with Cascade Software Systems, in the base amount of \$15,000.

Contractor 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 Public Works Department (hereinafter referred to as "County"), and Cascade Software Systems, Inc., 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 (the "Work").
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 Fifteen Thousand Dollars and No/100 (\$15,000) over the term of this Agreement.
3. Term. The term of this agreement shall be from July 1, 2016 through June 30, 2019.
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. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

SM COUNTY INITIALS

CONTRACTOR INITIALS AS

7. Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. 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.
8. 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.
9. 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.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

S/M COUNTY INITIALS

- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insured's. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of the Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representative and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsement necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

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

SRM COUNTY INITIALS

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

11. 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.
12. 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.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. 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.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. 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.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

COUNTY:

County of Plumas
Road Department
1834 E. Main Street
Quincy, CA 95971
Attention: Damien Frank

CONTRACTOR:

Cascade Software Systems, Inc.
P.O. Box 10723
Eugene, OR 97440
Attention: Aad Alkemade

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

S/M COUNTY INITIALS

CONTRACTOR INITIALS A/A

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

CONTRACTOR:

Cascade Software Systems, Inc.

COUNTY:

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

By: Robert Perreault
Name: Aad Alkemade
Title: President, Owner
Date signed: 9/9/16

By: _____
Name: Robert Perreault
Title: Director of Public Works
Date signed: _____

APPROVED AS TO FORM:
Plumas County Counsel

By: Stephen L. Mansell
Name: Stephen L. Mansell
Title: Deputy County Counsel
Date Signed: 8/25/16

APPROVED:

Purchasing Agent

By: _____
Name: Sherrie Thrall
Title: Chair of the Board of Supervisors
Date Signed: _____

SM COUNTY INITIALS

CONTRACTOR INITIALS A

EXHIBIT A

Scope of Work

Provide Plumas County Department of Public Works maintenance and systems services for the Cost Accounting Management System (CAMS) as as set forth in the attached Exhibit A-1.

EXHIBIT B

Fee Schedule

Fees for FY 16/17 shall be as stated on Exhibit A-1.

Fees for FY 17/18 and FY 18/19 shall be proposed by Contractor via written notice given at least thirty (30) days prior to the beginning of those fiscal years (7/1/2017 and 7/1/2018, respectively), and the County may elect to accept such fees or terminate the contract effective at the beginning of the new fiscal year. Total compensation paid by County to Contractor shall not exceed \$5,000 for each fiscal year, and shall not exceed \$15,000 for the entire term of the contract.



Memo

To: Damien Frank
From: Aad F. Alkemade
CC:
Date: 3/31/2016
Re: CAMS Maintenance Rates for FY 2016-2017

In accordance with the current CAMS Agreement for Maintenance and System Services I hereby submit updated rates for FY 2016-2017:

FY 2015-2016 Maintenance Fee	\$ 3,857.55
FY 2015-2016 New Additions	\$ 0.00
Cost of Living Increase: 0.73 %	<u>\$ 28.16</u>
FY 2016-2017 Maintenance Fee	\$ 3,885.71
2016 Upgrade Document	<u>\$ 771.51</u>
Total	\$ 4,657.22

The following hourly billing rates will be in effect during FY 2016-2017:
Programming Rate per Hour \$ 150.00
SQL/DBE Services Rate per Hour \$ 165.00
Onsite Rate per Hour \$ 165.00
Rates decrease using sliding scale depending on total number of hours.

SM

AF



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

CEI

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
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Date: September 1, 2016

To: Honorable Board of Supervisors

From: Mimi Hall

Agenda: Item for September 20, 2016

Item Description/Recommendation: Approve a Resolution to Accept Grant Agreement Number 16-10128 from the California Department of Public Health, Nutrition Education and Obesity Prevention Branch, and authorize the Director of Public Health to sign the Agreement and execute subsequent documents pertaining to the agreement.

Background Information: Pursuant to a grant from the California Department of Public Health, Plumas County Public Health Agency (PCPHA) will create innovative partnerships that assist SNAP-Ed eligible consumers in adopting healthy eating and physical activity behaviors, as part of a healthy lifestyle. The goal of this program is to provide Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) participants and those eligible up to 185 percent Federal Poverty Level (FPL) are educated and receive support to consume healthy foods and beverages, reduce consumption of less healthy foods and beverages and to increase physical activity. These are the behavioral outcomes that the U.S. Department of Agriculture (USDA) expects and have the potential to reduce the prevalence of obesity and the onset of related chronic diseases in the SNAP-Ed population.

A copy of the Grant Agreement between the California Department of Public Health and Plumas County Public Health Agency is on file with the Clerk of the Board for your review.

Please feel free to contact me should you have any questions. Thank you.

RESOLUTION NO. 16-_____

RESOLUTION TO ACCEPT AND APPROVE GRANT AGREEMENT NUMBER 16-10128 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH FOR FUNDING SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM-EDUCATION.

WHEREAS, Pursuant to a grant from the California Department of Public Health, Plumas County Public Health Agency (PCPHA) will create innovative partnerships that assist SNAP-Ed eligible consumers in adopting healthy eating and physical activity behaviors, as part of a healthy lifestyle; and

WHEREAS, PCPHA will provide nutrition education and conduct nutrition activities to SNAP-Ed eligible families per Health and Safety Code Section 131085(a) (b); and

WHEREAS, PCPHA will act as lead agency for the regional SNAP-Ed programs and will work with Lassen and Modoc Counties to provide the SNAP-Ed services in their communities.

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

1. Approve and Accept Grant Agreement Number 16-10128 from the California Department of Public Health, Nutrition Education and Obesity Prevention Branch, with a term beginning October 1, 2016 and ending September 30, 2019.
2. Authorize the Director of Public Health to sign the Grant Agreement and execute related documentation pertaining to Grant Agreement Number 16-10128.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 20th day of September 2016, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

LEJ

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: September 1, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Consent Agenda Item for September 20, 2016

Recommendation: Approve a Professional Agreement with Les Hall to provide various services to Public Health related to the Medi-Cal Administrative Activities (MAA) Program, and authorize the Director to sign as Boards designee, approved by County Counsel.

As the Board is aware, Plumas County Public Health Agency participates in the Medi-Cal Administrative Activities (MAA) Program. 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 MAA Program is very complex, especially the invoicing which is very detailed and takes a considerable amount of time to prepare. Due to fiscal vacancies at this time, Public Health does not have the staff to complete various aspects of this program. Time is of the essence to ensure all revenues are captured. Les Hall has agreed to contract with Public Health to perform various MAA duties for FY 16-17.

Professional Agreement between Plumas County Public Health Agency and Les Hall was reviewed and approved County counsel, a copy of which is on file with the Clerk of the Board for your review.

There will be no financial impact on the County General Fund, as this contract is fully funded by the Medi-cal Administrative Activities Program through Public Health.

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



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

IE3

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
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Date: August 25, 2016

To: Honorable Board of Supervisors

From: Mimi Hall

Agenda: Consent Agenda Item for September 20, 2016

Item Description/Recommendation: Approve a Resolution to accept Agreement Amendment Number 14-10049 A01 with the State of California Department of Public Health for Childhood Lead Poisoning Prevention Program funding, and authorize the Director of Public Health to sign as the Board's designee.

Background Information: Plumas County Public Health Agency has been providing lead poisoning prevention services to Plumas County residents for several years. CLPPP provides funding for personnel and operating expenses for Public Health. Funds support staff efforts in surveillance, case finding, specimen collection, and follow-up. Program goals include the early detection of lead poisoned and at risk children, and elimination of lead hazards countywide.

Plumas County Public Health Agency has been awarded \$60,000.00 for the Childhood Lead Poisoning Prevention Program (CLPPP) for FY's 2014-2015, 2015-2016 and 2016-2017. The Agreement and resolution was reviewed by County Counsel.

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

Thank you.

RESOLUTION NO. 16-_____

A RESOLUTION TO ACCEPT AGREEMENT AMENDMENT NUMBER 14-10049 A01 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR CHILDHOOD LEAD POISONING PREVENTION PROGRAM FUNDING FOR FISCAL YEARS 2014-2015, 2015-2016 AND 2016-2017.

WHEREAS, PCPHA will provide direct case management for children with lead exposure in Plumas County; and

WHEREAS, PCPHA will provide Lead Education to the communities, families and health care providers in Plumas County; and

WHEREAS, PCPHA will coordinate lead-related activities for a range of local agencies and organizations; and

WHEREAS, PCPHA will alert the Childhood Lead Poisoning Prevention Branch to new sources of lead exposure and barriers in the continuum of care and prevention; and

WHEREAS, PCPHA will help develop new strategies towards realizing a mutual vision of a healthy, lead safe environment, in which children can achieve their full potential.

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

1. Approve Agreement Amendment Number 14-10049 A01 with the State of California Department of Public Health for Childhood Lead Poisoning Prevention Program FY'S 2014 Through 2017, and
2. Authorize the Director of Public Health to sign as the Board's designee.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 20th day of September 2016, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors

AT&T Fixed Wireless Internet and CAF II

- In August 2015, AT&T accepted about \$427 million per year in Connect America Fund Phase II (CAF II) support for each of the next 6 years.
 - These funds will be used for deploying, maintaining and offering Internet access and voice service in FCC-identified census blocks in 18 states located within AT&T's traditional exchange areas.
 - In California, AT&T will use the CAF II support to offer high-speed Internet access to more than 141,500 homes and small businesses in the FCC-identified census blocks. For many of these communities, they will jump from dial-up connections to at least 10 Megabits per second (Mbps) fixed-wireless Internet service—which represents a tremendous leap in terms of speed.

AT&T Fixed Wireless Internet

- To deliver high-speed Internet access to the mostly rural 1.1 million homes and businesses in the FCC-identified census blocks, AT&T plans to deploy fixed wireless technology.
 - AT&T's Fixed Wireless Internet is a service that uses a fixed-wireless "last mile" connection between the fiber at a cell tower and the customer premises to provide high-speed Internet access.
 - AT&T Fixed Wireless Internet service is anticipated to support speeds in excess of 10 Mbps download and 1 Mbps upload. Users will receive a data allowance of 150 GB per month.
 - And, the addition of DIRECTV's video service to AT&T's portfolio of services improves the consumer value of deploying AT&T Fixed Wireless Internet. This addition allows AT&T to offer the consumer the ability to bundle DIRECTV video services seamlessly with AT&T Fixed Wireless Internet including VoLTE-based telephone services.

AT&T Fixed Wireless Internet: *The Build*

- AT&T Fixed Wireless Internet will be delivered in FCC-identified census blocks in 18 states located within AT&T's traditional exchange areas where adequate spectrum resources are available. The build will generally take 1 of 3 routes:
 1. Deployment of dedicated antennae and equipment on top of existing mobile LTE cell sites
 2. Adding Fixed Wireless Internet and LTE equipment to existing third-party towers
 3. Erecting new towers where necessary, adding both Fixed Wireless and Mobility LTE
- The AT&T Fixed Wireless Internet build has transitioned from the design phase to the engineering/pre-construction phase.
 - The AT&T network teams have identified thousands of candidate cell sites across AT&T's 18 states in the CAF II eligible census blocks.
 - AT&T engineers are now conducting individual site assessments on these thousands of identified sites to validate the technical feasibility of each one before scheduling construction.
 - AT&T plans to start construction in 2Q 2016 and complete at least 40% of the overall build by year-end 2017. Service will be activated on a rolling basis throughout 2017.

AT&T Fixed Wireless Internet:

Connecting rural homes and businesses to the benefits and opportunities empowered by high-speed Internet.





3

Alliance for Workforce Development, Inc.
PO Box 3750
Quincy, CA 95971
Main: (530) 283-9621 x204
Fax: (530) 283-9641
Email: tholt@ncen.org

Discussion Paper: Briefing on the Alliance for Workforce Development, Inc. operations in Plumas County

1. Purpose: It is with pleasure that I take this opportunity to update you on the activities at the Plumas Business and Career Network (BCN), your local One-Stop Employment Center. Our mission is to serve as a common point of access for job seekers, employers and community members for the purpose of education, training, employment, referral and supportive services. AFWD delivers federal and state Workforce Innovation and Opportunity Act (WIOA) programs for Adults, Dislocated Workers and Youth of Plumas County.

2. Discussion: AFWD provides workforce development services in six northern California counties; Butte, Lassen, Modoc, Nevada, Plumas and Sierra. As a thriving One Stop Career Center, AFWD's purpose is to create an atmosphere for both the job seeker and the employer – A place where they can success in all endeavors by using the services available to them.

AFWD contracts with the Northern Rural Training and Employment Consortium (NoRTEC) to provide various workforce development programs. Supervisor Thrall represents Plumas County on the NoRTEC Governing Board. We continue to put an emphasis on the business first philosophy, as embraced by NoRTEC. The new WIOA legislation acknowledges and puts priority on ensuring businesses are included in the design and implementation of workforce development programs.

We are in year two (2) of WIOA, which was passed in July 2014. This legislation brings big change to the workforce development system. The most significant change is the requirement to better align all partners in the workforce system to meet employer need. This leads to an increase in partnerships, program alignment and unified regulations. In addition the new legislation provides for a stronger emphasis on career pathways and industry sector focus.

Plumas County's unemployment rate for July 2016 stands at 7.9%, while the state's unemployment rate is at 5.9%. This is down from July 2015, where the unemployment rate was 8.5%.

Staff work with job seekers and local employers to ensure that employers find the most qualified individuals for the job and our job seeking customers obtain sustainable work. All efforts are tied to enhancing the workforce development, economic vitality, and a *stable and prosperous business community* throughout Plumas County.

- Customers July 1, 2015– June 30, 2016: A total of 1,418 individuals utilized the many services available through the Plumas Business and Career Network.
- Business Services: We provided 206 businesses with a range of services including, business retention, expansion, recruitment, job postings, labor market information, human resource support, layoff assistance and access to interviewing and meeting space. A total of 1,371 services were provided to the 206 businesses, indicating multiple contacts/services are being provided to these employers. This further demonstrates that AFWD is developing long term relationships and that employers continue to use the services available through our organization.
- Rapid Response Activities: For July 1, 2015 through June 30, 2016, we assisted 14 individuals who were laid off from six businesses in Plumas County. These individuals were provided career advising, job search assistance and worked with staff to obtain employment.

3. Program Highlights:

Adult Education Block Grant (AEBG): AFWD was awarded grant funding under the Adult Education Block Grant program through Feather River College. The program targets individuals from Plumas County that may lack specific education and training to be gainfully employed. AEBG funding is designed for short term programs resulting in a diploma, certification and/or employment. To date, AFWD has worked with 22 individuals in a variety of education and training programs.

Employer Based Training: AFWD worked with numerous employers throughout the county to provide employer based training to individuals who lacked all of the necessary skills for their new jobs. The program reimburses employers a percentage of an individual's wages to assist with the additional costs associated with the extra training required of these individuals. A total of \$121,911 in employer reimbursements were provided to Plumas County businesses for hiring our clients through this program.

State of the Workforce Discussion: AFWD and NoRTEC hosted a "State of the Workforce" discussion in Plumas County on May 11th.

- The goal of the discussion was to gain a better understanding of the opportunities and challenges for Plumas County. Other topics for discussion included: Identification of the support businesses need to grow their business.
- How to cultivate a workforce that is qualified to meet employer needs.
- Identify education and training programs that are most responsive to employer demand.

Information from the discussion will be used to assist with the development of the NoRTEC Regional Workforce Plan. The Regional Workforce Plan will be complete by the Spring of 2017. The results of which will be shared with this board and other stakeholders in Plumas County.

Conclusion: AFWD is pleased to offer WIOA services in Plumas County and will continue to provide valuable services to business and job seekers. All of our efforts are geared towards creating a solid workforce, economic vitality and a stable and prosperous business community throughout Plumas County. If you have any questions, please feel free to contact me at (530) 283-9621 ext. 204.

For more information about AFWD activities, please visit our website, www.afwd.org and click on CC Reports. Here you will find quarterly reports for each of AFWD's county operations.

Thank you for your time.

Traci Holt
Executive Director



Erin Metcalf
Chief Probation Officer

County of Plumas

Department of Probation
270 County Hospital Rd. #128,
Quincy, California, 95971



5A

Phone: (530)283-6200
FAX: (530)283-6165

DATE: September 20, 2016

TO: Honorable Board of Supervisors *2*
FROM: Erin Metcalf, Chief Probation Officer
SUBJECT: Request for approval to recruit and fill fully funded vacant 1.0 FTE Probation Assistant

Recommendation

Approve the filling of the vacant, 1.0 FTE Probation Assistant position, which was allocated and funded in the 2015-2016 budget and has funding appropriated in proposed 2016-2017 recommended budget.

Background and Discussion

On August 3, 2016, the Probation Assistant vacated the position. This left a vacancy in the Probation Assistant allocations for the department. The position was fully funded in the 2015-2016 budget year in the SB678 Grant (20409) .50 FTE and .50 FTE in the Youth Offender Block Grant (20415). In the budget request for 2016-2017, the Probation Assistant position is funded exactly the same as the prior year, .50 FTE (20409) and .50 FTE (20415).

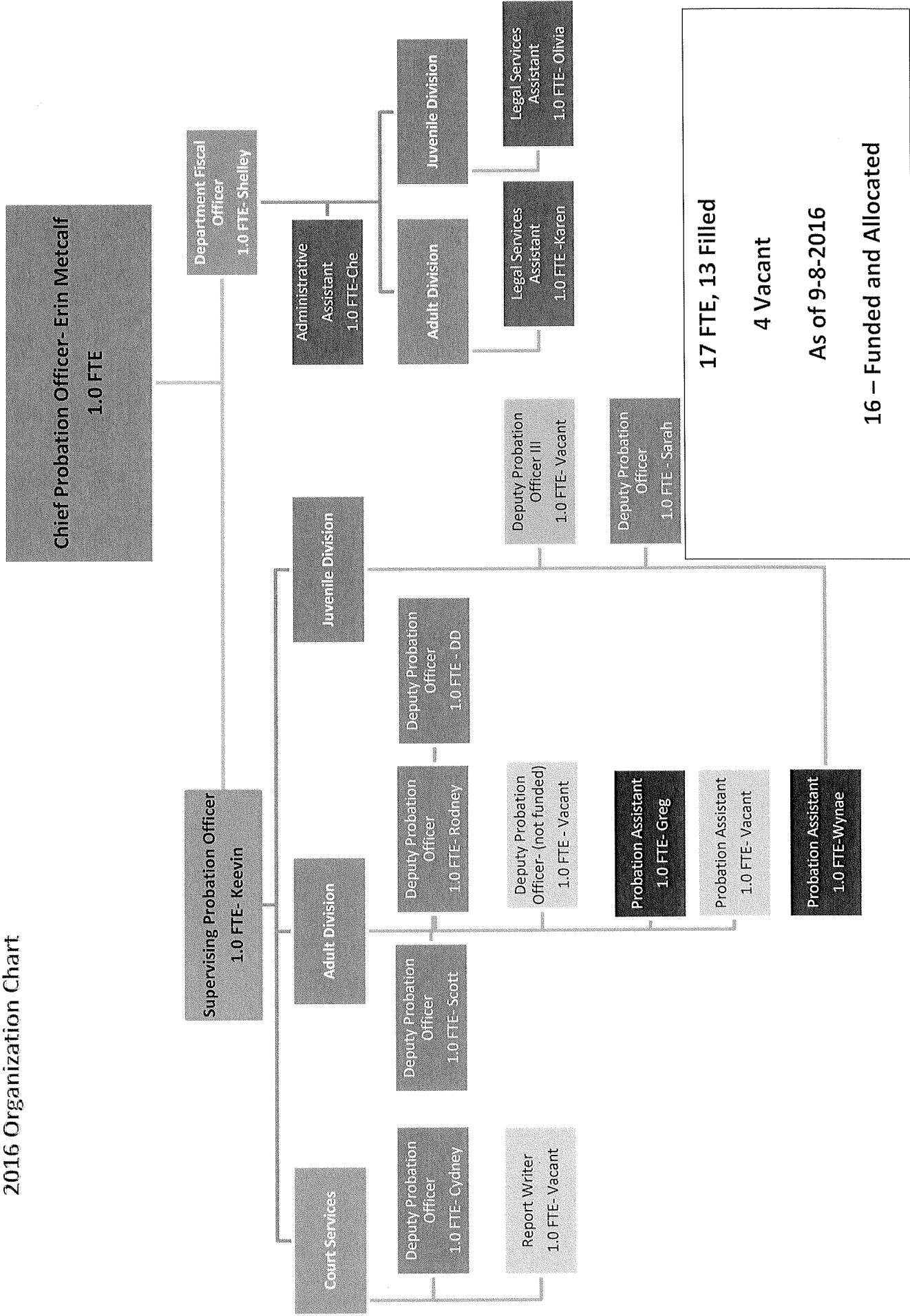
Therefore, we respectfully request the approval to refill the Probation Assistant position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? Yes, there are legitimate business justifications to fill this position.
- Why is it critical that this position be filled at this time? The Probation Assistant is needed to support Probation Officer activities.
- How long has the position been vacant? The Probation Assistant position has been vacant since August 3, 2016. The main function of this position is performing drug testing duties, handling all community service activities and reports to the Court, and assisting with juvenile and adult assessments.
- Can the department use other wages until the next budget cycle? Other wages can be used; however, permanent employees in these positions are crucial to probation's ability to meet the statutory requirements of the Court.
- What are staffing levels at other counties for similar departments and/or positions? Probation's request to fill these positions is similar to other comparably sized departments in other counties.
- What core function will be impacted without filling the position prior to July 1? Timely flow and completion of Court related documentation related to criminal cases would be negatively impacted without the assistance of a Probation Assistant.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? The Probation Department will be unable to perform statutorily mandated and or Court-ordered activities.
- 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? Not applicable at this time.
- 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.

- 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? It is anticipated that a portion of the Probation Assistant costs will continue to be borne partially by YOBG grant funds and SB678 grant funds. It is being offset by 50% utilizing SB678 funding and 50% YOBG funds. There should be no additional impact on the General Fund in the terms of the immediate filling of this position.
- Does the department have a reserve? Yes. 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 this upcoming fiscal year, as well as last for a Correctional Officer and Deputy Sheriff. Probation anticipates using \$361,765.00 in SB678 fund balance to offset wages and benefits in the General Fund in Fiscal Year 2016-2017.

Plumas County Probation Department 2016 Organization Chart



RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF COUNTY OF PLUMAS
DENYING INDUSTRIAL DISABILITY RETIREMENT FOR
MR. MICHAEL R. SMITH
(Section 21156, Government Code)**

WHEREAS, the County of Plumas (hereinafter referred to as Agency) is a contracting agency of the Public Employees Retirement System; and

WHEREAS, the Public Employees Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as local safety member is disabled for purposes of the Public Employees Retirement Law and whether such disability is "industrial" within the meaning of such Law; and

WHEREAS, Mr. Michael R. Smith who was employed by the Plumas County Sheriff's Department in the position of Sheriff Investigator, has filed an application for industrial disability retirement with the California Public Employees Retirement System (hereinafter referred to as (CalPERS); and

WHEREAS, Mr. Michael R. Smith retired under Service Retirement prior to applying for his industrial disability retirement.

NOW, THEREFORE BE IT RESOLVED:

That the Board of Supervisors of the County of Plumas hereby find and determine that Mr. Michael R. Smith is not incapacitated within the meaning of the Public Employees' Retirement Law for performance of his duties in the position of Sheriff Investigator; and

BE IT FURTHER RESOLVED THAT, the Board of Supervisors determined that Mr. Michael R. Smith is not eligible for Industrial Disability Retirement under the meaning of the Law through the course of his employment.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 20th day of September 2016, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chair, Board of Supervisors

5B2

RESOLUTION NO. 2016 - _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF COUNTY OF PLUMAS
DENYING INDUSTRIAL DISABILITY RETIREMENT FOR
MR. GERALD G. HENDRICK
(Section 21156, Government Code)**

WHEREAS, the County of Plumas (hereinafter referred to as Agency) is a contracting agency of the Public Employees Retirement System; and

WHEREAS, the Public Employees Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as local safety member is disabled for purposes of the Public Employees Retirement Law and whether such disability is "industrial" within the meaning of such Law; and

WHEREAS, Mr. Gerald G. Hendrick who was employed by the Plumas County Sheriff's Department in the position of Assistant Sheriff - Advanced, has filed an application for Industrial Disability Retirement with the California Public Employees Retirement System (hereinafter referred to as (CalPERS); and

WHEREAS, Mr. Gerald G. Hendrick retired under Service Retirement prior to applying for his industrial disability retirement.

NOW, THEREFORE BE IT RESOLVED:
That the Board of Supervisors of Plumas County hereby find and determine that Mr. Gerald G. Hendrick is not incapacitated within the meaning of the Public Employees' Retirement Law for performance of his duties in the position of Assistant Sheriff; and

BE IT FURTHER RESOLVED THAT, the Board of Supervisors determined that Mr. Hendrick is not eligible for Industrial Disability Retirement under the meaning of the Law through the course of his employment.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 20th day of September 2016, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chair, Board of Supervisors

Clerk of the Board



Office of the Sheriff

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

5c

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: September 7, 2016
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of September 20, 2016

It is recommended that the Board:

Adopt Resolution authorizing the Sheriff to sign and execute a grant agreement for the Law Enforcement Equipment Grant Program with the Department of Parks & Recreation, Division of Boating & Waterways – Grant Number #C16L0620.

Background and Discussion:

Funding has been awarded in the amount of \$80,000.00 from the Department of Parks & Recreation, Division of Boating & Waterways for the purchase of a new patrol boat needed for the Sheriff's Boating Safety and Enforcement (BS&E) Program.

The agreement has been approved as to form by County Counsel.

A copy of the complete contract is on file with the Clerk of the Board for additional review.

PLUMAS COUNTY BOARD OF SUPERVISORS
RESOLUTION # _____

WHEREAS, THE SHERIFF OF PLUMAS COUNTY DESIRES TO UNDERTAKE A CERTAIN PROJECT DESIGNATED AS THE "LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM" FOR THE PLUMAS COUNTY SHERIFF'S OFFICE BOATING SAFETY & ENFORCEMENT PROGRAM, TO BE FUNDED AND ADMINISTERED BY THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS.

NOW, THEREFORE, BE IT RESOLVED THAT THE SHERIFF OF THE COUNTY OF PLUMAS IS AUTHORIZED TO ACCEPT GRANT FUNDING PURSUANT TO, AND EXECUTE ON BEHALF OF THE BOARD OF SUPERVISORS, THE LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM GRANT AGREEMENT (INCLUDING THE CONTRACTOR CERTIFICATION CLAUSES AND RECYCLING CERTIFICATION, AS WELL AS ANY ADDITIONAL DOCUMENTATION NECESSARY TO IMPLEMENT THE GRANT AGREEMENT) AND SUBMIT THESE DOCUMENTS TO THE DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS.

IT IS AGREED, THAT THE COUNTY OF PLUMAS SHALL COMPLY WITH THE FINANCIAL AND PROCUREMENT REQUIREMENTS OF THE LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM AGREEMENT #C16L0620, AND THE RELATED EQUIPMENT PURCHASE CONTRACTS.

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 _____, 2016 BY THE FOLLOWING VOTE;

AYES;

NOES;

ABSENT;

CHAIR SIGNATURE: _____ **DATE:** _____

TYPED NAME AND TITLE: Sharon Thrall, Chair

ATTEST; SIGNATURE: _____ **DATE:** _____

TYPED NAME AND TITLE: Nancy DaForno, Clerk

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: Plumas County Sheriff's Office

THE TERM OF THIS AGREEMENT IS: Effective: Date Fully Executed* through September 30, 2031

GRANT TITLE: LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM

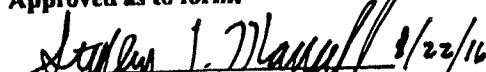
GRANT NUMBER: C16L0620

The Grantee agrees to the terms and conditions of this contract, hereinafter referred to as Agreement, and the State of California, acting through its Director of Parks and Recreation, Division of Boating and Waterways, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the Agreement.

The General and Special Provisions attached are made a part of and incorporated into the Agreement.

Grantee: Plumas County Sheriff's Office	Agency: Department of Parks and Recreation Division of Boating and Waterways
Address: 1400 East Main St., Quincy, CA 95971	ATTN: Joanna Andrade Address: One Capitol Mall, Suite 500 Sacramento, CA 95814
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name: Ramona Fernandez
Title of Authorized Representative:	Title: Chief of Operations
Date:	Date:

Approved as to form:

 8/22/16

Stephen L. Mansell
Deputy Plumas County Counsel

ORIGINAL

CERTIFICATE OF FUNDING

(FOR STATE USE ONLY)

GRANTEE: Plumas County Sheriff's OfficeTHE TERM OF THIS AGREEMENT IS: Effective: Date Fully Executed* through September 30, 2031GRANT TITLE: LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM

GRANT NUMBER: C16L0620

CONTRACT NO C16L0620	AMENDMENT NO	CALSTARS VENDOR NO 4000000036-00			PROJECT NO
AMOUNT ENCUMBERED BY THIS DOCUMENT \$80,000.00	FUND TITLE Federal Trust Fund #0890			AGENCY BILLING CODE NO 032011	
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$0	ITEM 3790-101-0890	CHAPTER 23	STATUTE 2016		FISCAL YEAR 2016/17
TOTAL AMOUNT ENCUMBERED TO DATE \$80,000.00	INDEX 1706	OBJECT CODE 702	PCA CODE 68113		PROJECT/WORK PHASE
T.B.A. NO	I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.				
B.R.NO	ACCOUNTING OFFICER'S SIGNATURE			DATE	



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

ELLIOTT SMART
DIRECTOR

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

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

DATE: AUGUST 24, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 6, 2016

RE: SOCIAL SERVICES TRENDS REPORT

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

It is Recommended that the Board of Supervisors

Receive and file the Social Services Trends report.

Background and Discussion

Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and the citizens of Plumas County. The report provides information regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services. The report being delivered to the Board today includes case count and work load data through June 30, 2016.

Copies: PCDSS Management Staff
Members of the Human Services Cabinet

Enclosure

SOCIAL SERVICES TRENDS

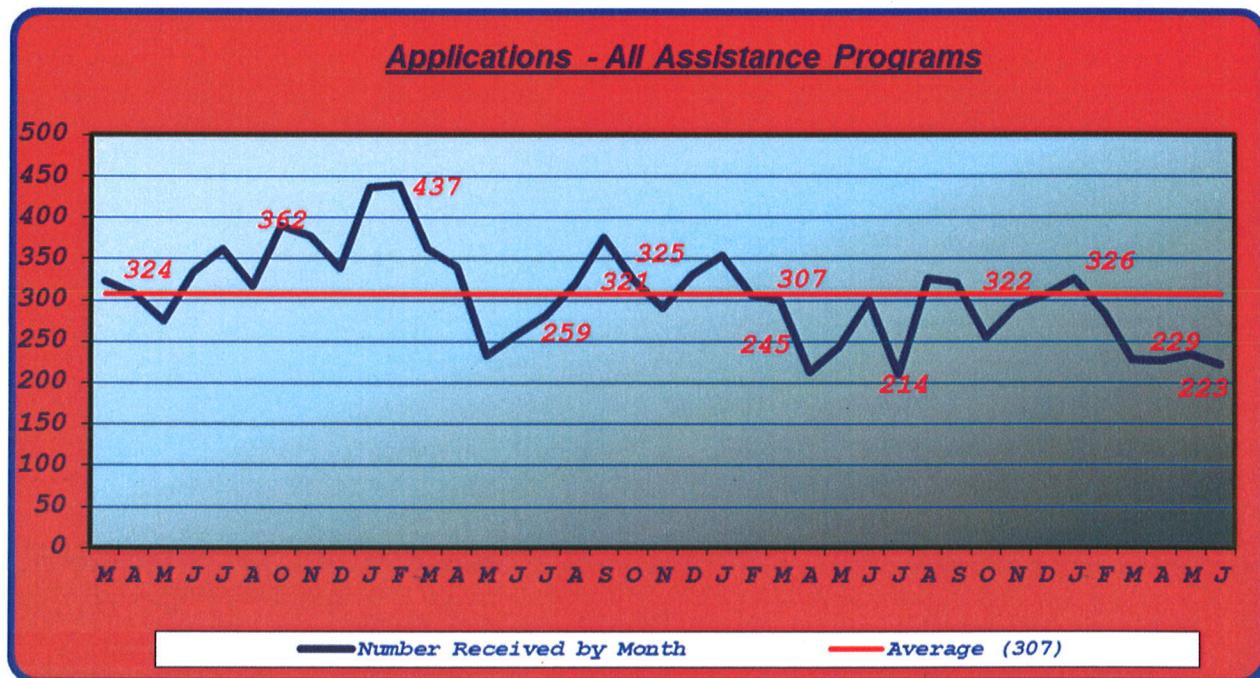
Quarter Ending: June 30, 2016

Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts and workload data for the three-month quarter that ended June 30, 2016. The Department welcomes questions regarding the information contained in this report or about our programs and services. Additional information regarding our programs is available by calling 530-283-6350 or by accessing the Plumas County web site at www.countyofplumas.com.

I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION

A. APPLICATIONS RECEIVED

Applications have been on a downward trend for 28 months, since February 2014 when the Department recorded 437 applications for economic assistance. Applications for medical assistance (under the statewide Medi-Cal program) continue to represent 50% or more of the total we receive, but even there, the trend has been downward. In 2014 the average monthly application rate was 334 per month. Now it is 307 and it is continuing to drop. Slow improvements in the economy are lessening the need for economic assistance.



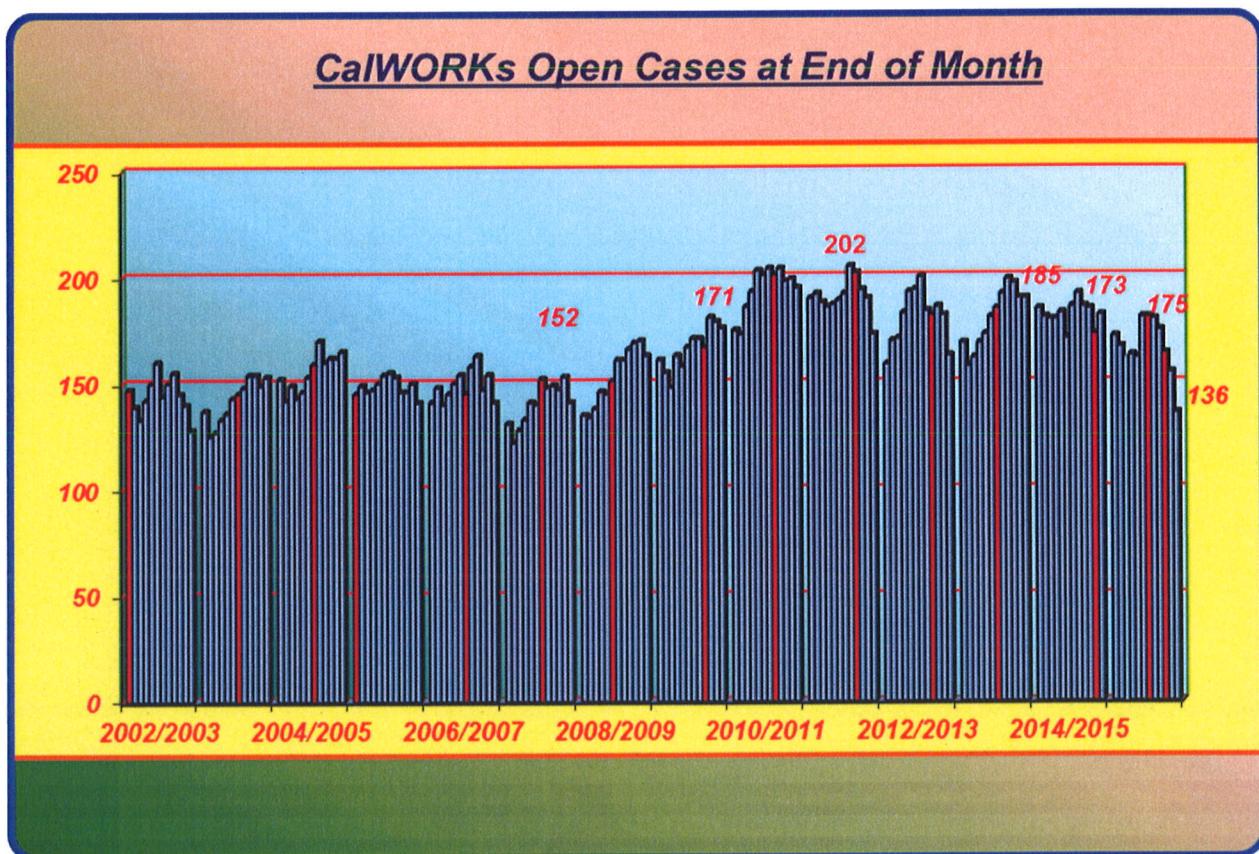
B. CONTINUING CASES

(1). Cash Assistance (AFDC/CalWORKs)

The Department's pre-recession case count for cash assistance was in the range of 150 CalWORKs cases per month. From January 2008 through January 2014 case counts ranged in the area of 180 to 200 per month. Since the high count of 202 cases recorded in February of 2012, the case count has generally dropped with only brief periods of increase, most notably during the winter months. In June, the Department recorded 136 CalWORKs cases, the lowest count since prior to the recession. Our current year average case count is almost 10% lower than the average for last year. Barring another unforeseen economic slowdown, employment opportunities are likely to continue to grow, slowing the need for cash assistance.

Average Monthly Caseload

2013/2014	180
2014/2015	182
2015/2016	166



(1). A. CalWORKs Work Participation Rates (WPA)

Periodically the California Department of Social Services provides counties with a summary of their Federal Work Participation (WPA) rate data. This data is important because California has not been meeting Federal WPR targets. The concern has been that this could lead to potential penalties. California has continued to make improvements in WPR rates and Plumas County has been among the top tier, particularly in respect to small county rates.

In the enclosed tables, which are for the Federal Fiscal Year ending in 2013, Plumas County's performance for two-parent households was sixth best in the state and well above the statewide average. The Plumas WPR rate of 42.1% was nearly 15% above the statewide average of 20.3%.

For all families, the Plumas rate of 23% was just slightly below the statewide rate of 26.9% but still the 11th best in the state. When one looks at the size of counties that ranked above Plumas, it is clear that Plumas performed very well compared to other small and medium counties.

Please see charts on the following pages for a complete county by county comparison.

(2). CalFresh (Supplemental Nutrition Assistance Program) Assistance

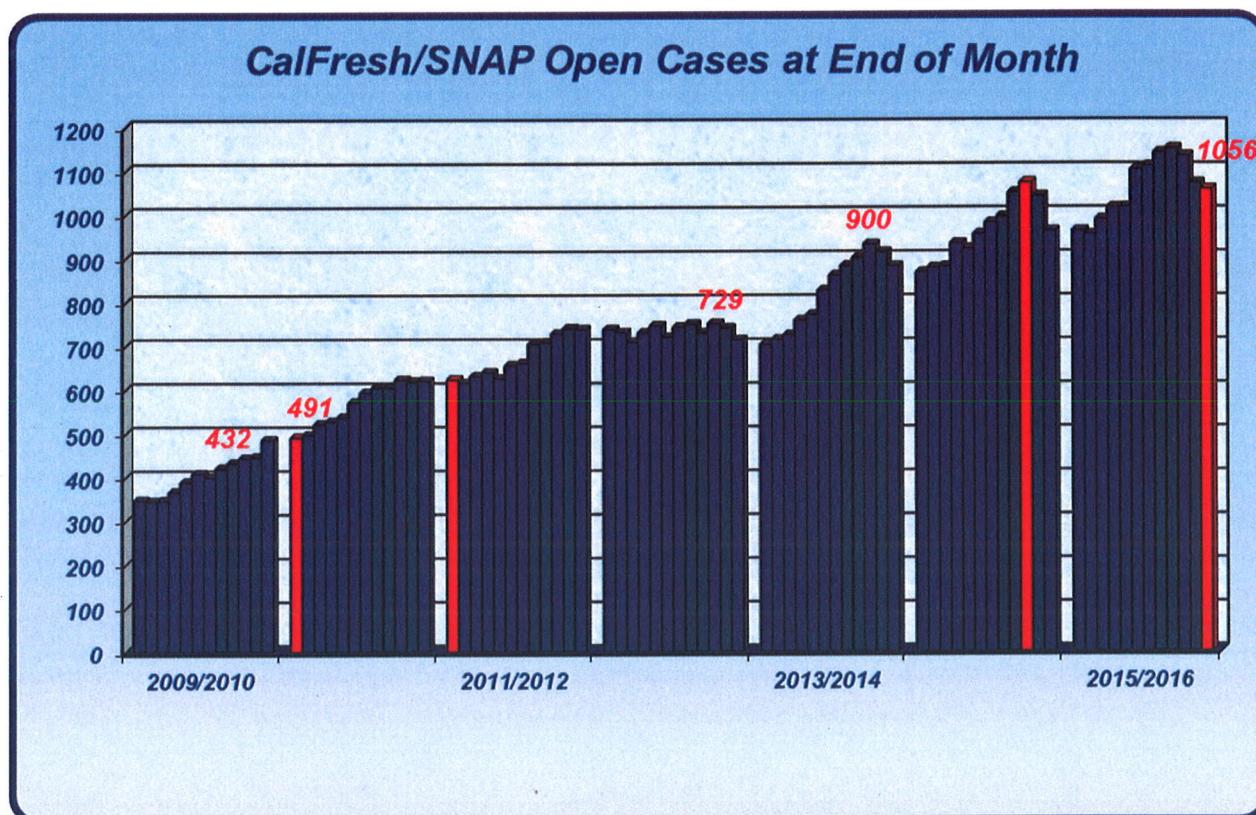
A. Case Count

We expect the case count for CalFresh to drop some during summer months due to increases in earnings from employment. At the same time changes in program eligibility have generated accompanying changes in the longer term case count. More than ever before, working individuals are qualifying for the CalFresh program. Under present regulations a person with income below 200% of the Federal Poverty Level (FPL) can qualify for and receive CalFresh benefits.

The Department continues to see an increase in customers who are over 55 and disabled populations who used to "get by" without assistance even though many of them were eligible for it. Increases in food prices along with decreases in buying power have led many of those individuals to access the CalFresh program.

Average Monthly Caseload

2013/2014	822
2014/2015	961
2015/2016	1057



(3). Medi-Cal

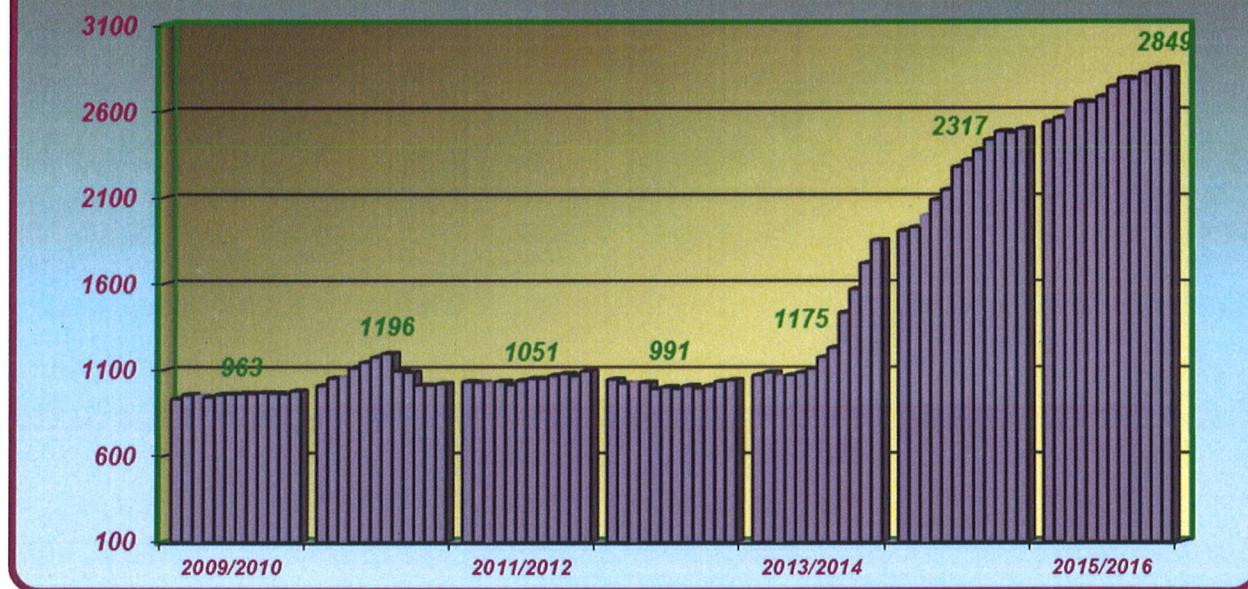
It has been reported previously that the growth trend in Medi-Cal open cases has begun to level off. The growth rate for the 12 month period covered by 2014-2015 was 30%. For the 12 month period covered by 2015-2016 the rate of growth dropped by more than half to 12%. This suggests that those individuals who did not have medical coverage prior to the ACA and who are eligible for coverage under the expanded Medi-Cal program have enrolled.

Typically, those who are eligible for the expanded Medi-Cal program have earned income that is 138% of the federal poverty level or less. For a single individual that roughly translates into hourly earnings of \$7.85 per hour or less; or about \$1,354 per month. For a family of three, annual income at 138% of poverty is \$27,730 or less.

Average Monthly Caseload

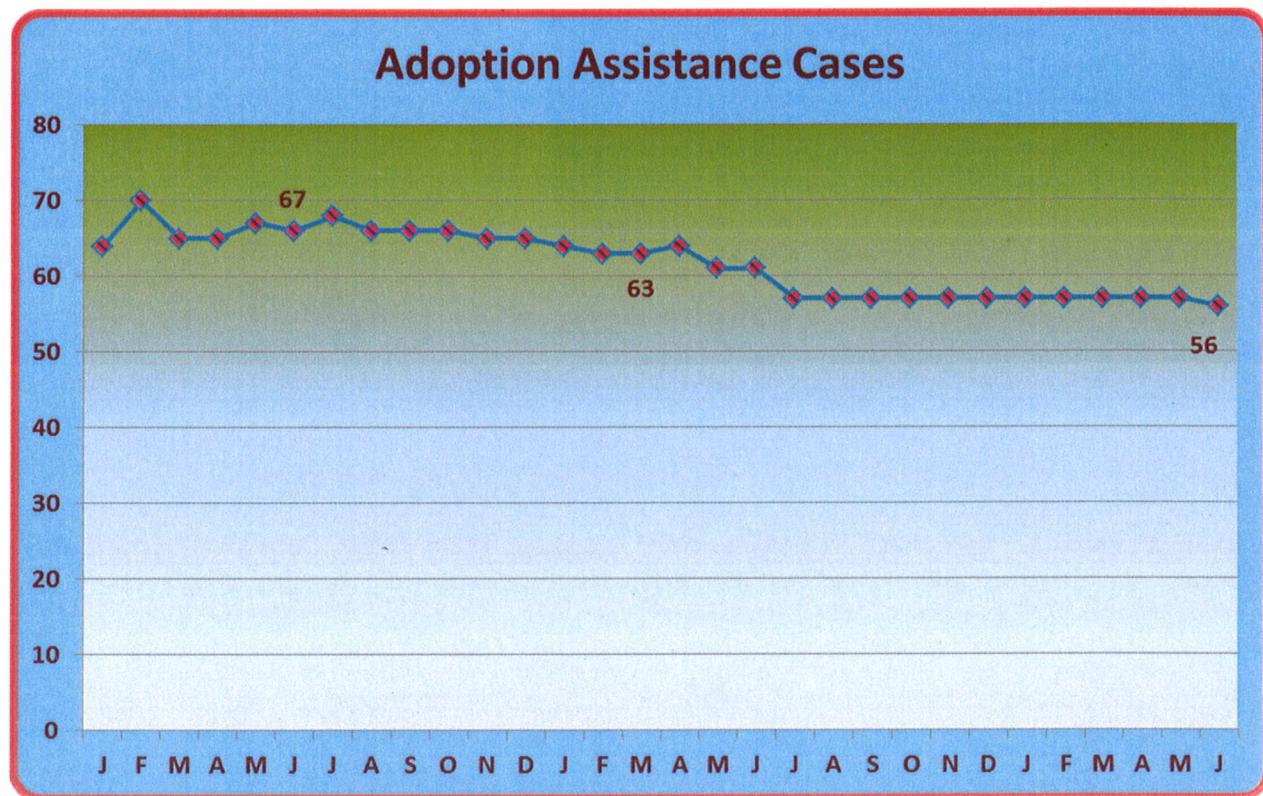
2013/2014	1459
2014/2015	2245
2015/2016	2711

Medi-Cal Open Cases at End of Month



(4). Aid to Adoptions

In 2012 the Department of Social Services began operating the Adoptions program. The services provided and benefits issued are mandated by Welfare and Institutions Code under Chapter 2.1 beginning at Section 16115. Services provided include home studies, training for adoptive parents and case management of adoptive placements. Adoptive families also qualify for cash assistance under the Aid to Adoptions program. The caseload for the Adoptions Program has dropped from a high count of 70 in January of 2013 to 56 children currently receiving assistance.

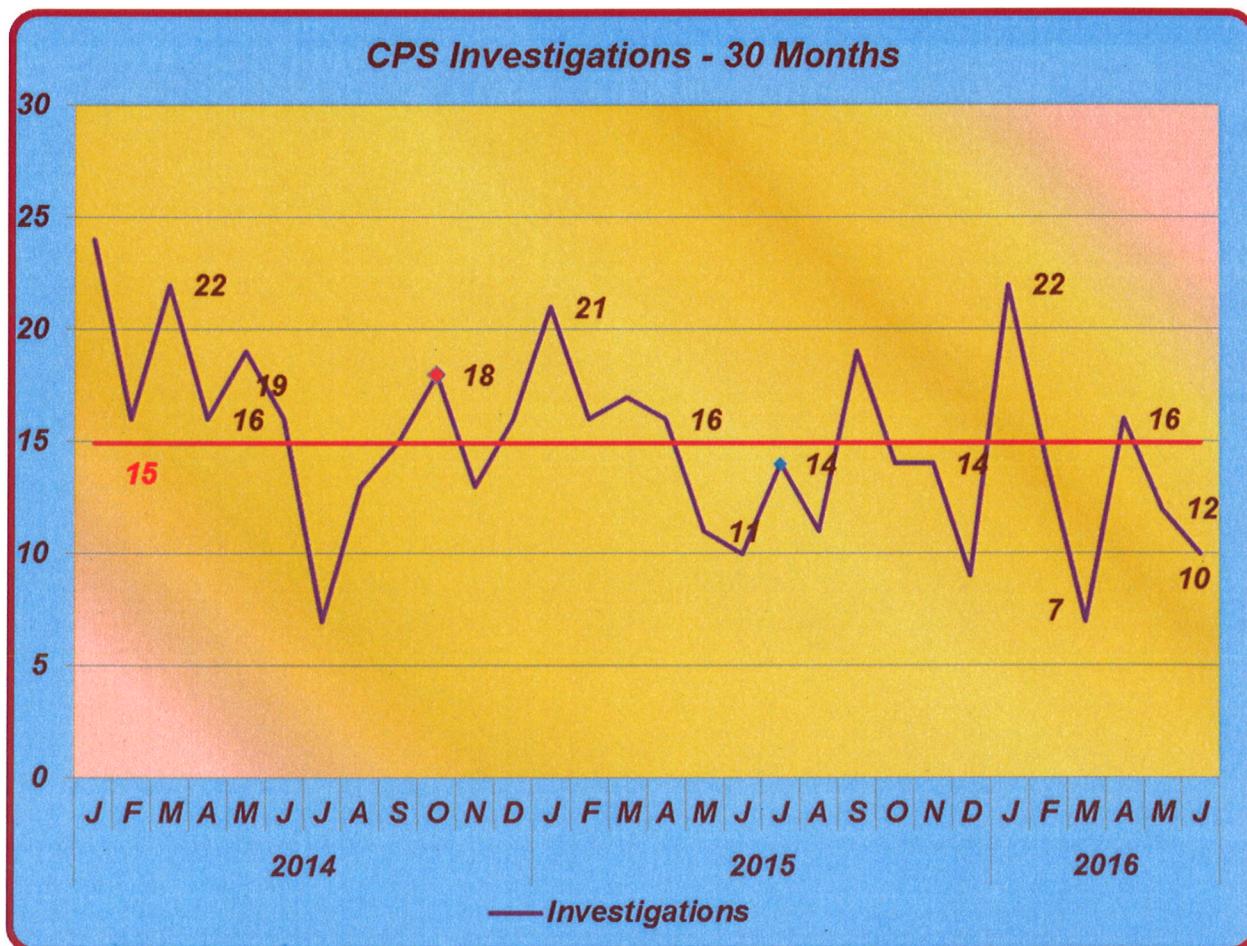


II. SOCIAL SERVICES DIVISION

A. Child Welfare Services

The Emergency Response component of Child Protective Services continues to average about 15 child abuse investigations per month. In January the Department investigated 22 cases of suspected child abuse. This is likely connected to children returning to school after a two week break where school personnel are more likely to notice signs of abuse or neglect. Since January, the count has dropped to levels that are at or below average.

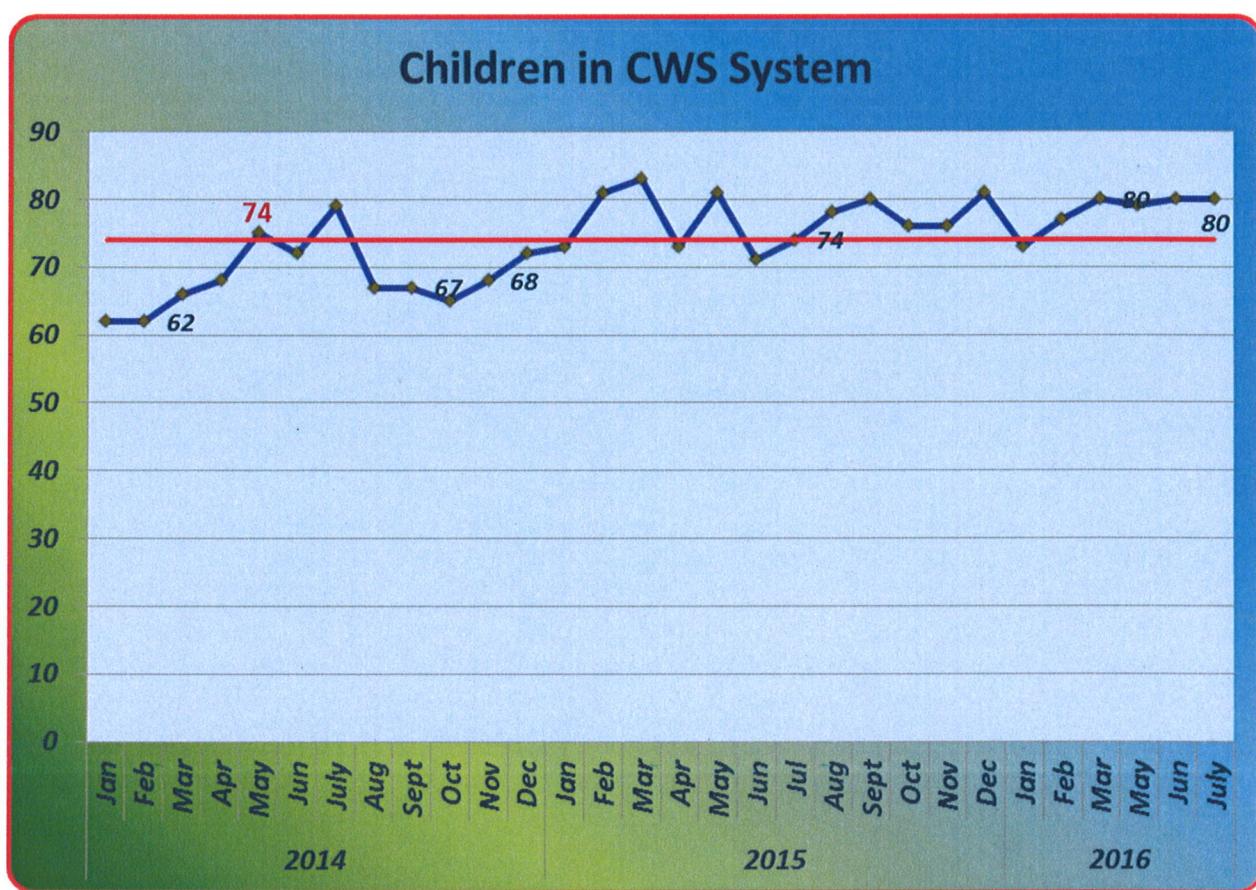
As the Department has noted previously, we have continued to experience significant numbers of cases where the precipitating factors leading to abuse and neglect are associated with substance abuse, in particular methamphetamine but also alcohol and other drugs. Substance abuse is the foremost reason that children are removed from unsafe environments.



B. Children in the Child Welfare Services System

As has been reported previously, under changes in the law associated with Assembly Bill 12 of 2012, some children will stay in the Child Welfare System longer so that they can complete their education or secure independent housing. Currently the Department has 6 children who are completing an educational plan or living independently. This circumstance has generated an increase in the case count which is not directly associated with new detentions of children. We would prefer to see the count drop below 70 per month, but presently that isn't the case.

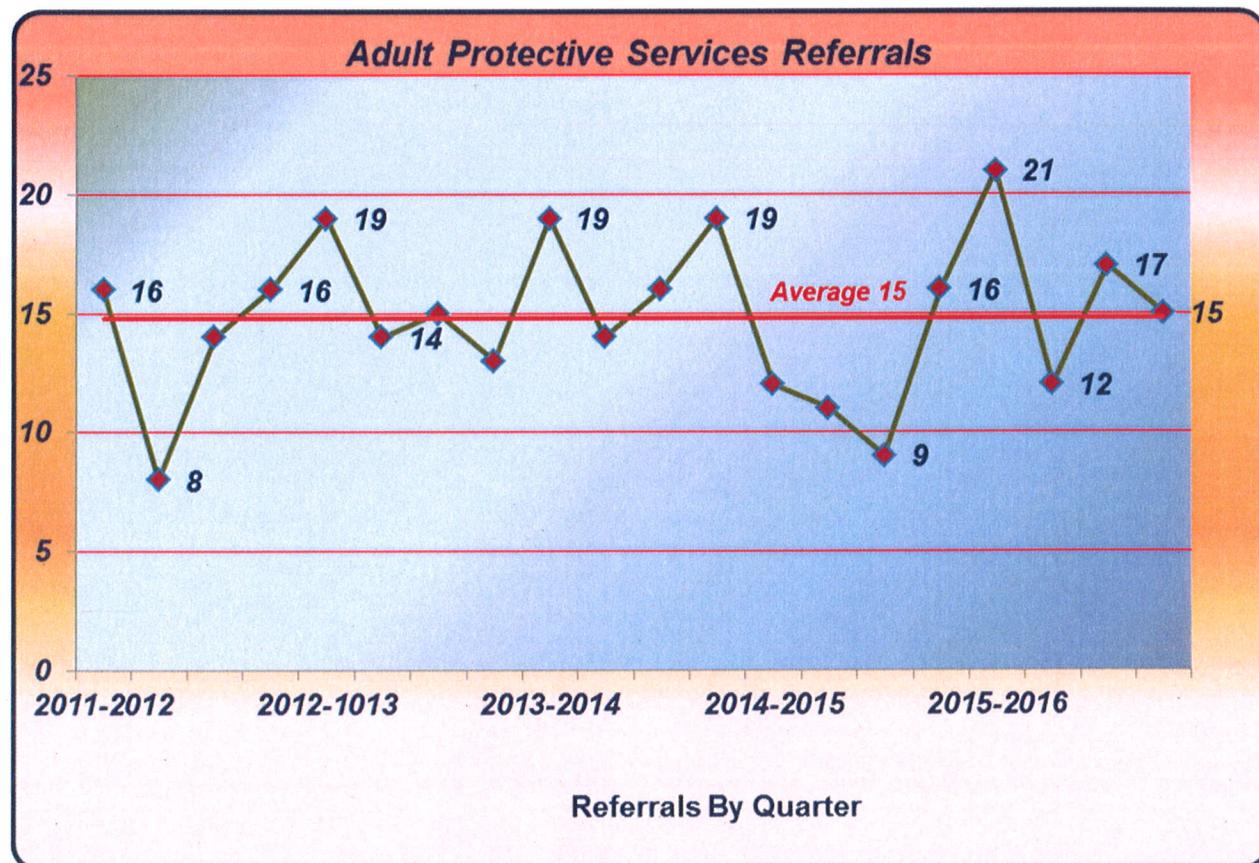
The Department has continued its trend toward placing foster children with relatives and with non-related extended family members. This has placed us in a position where we are less reliant on foster family agencies and foster homes for placement resources. While we expect that trend to continue, there remains a need for foster homes for children who come into our system. This is particularly evident when the Department detains children with special needs as there are fewer foster homes or group homes that provide the specialized care needed by these children.



C. Adult Protective Services

Generally the Department receives about 15 referrals per quarter for situations involving abuse or neglect of elderly and disabled people. During the three month period that concluded in March, 2016, the Department received 15 requests for investigation or our exact average.

Referrals from financial institutions regarding suspicious circumstances connected with an elderly or disabled person's bank account have continued to account for many of the requests for investigation we receive. The Department also receives referrals that are for self-neglect. In some of these situations it is not always possible to intercede because the referent still has a right to self-determination.



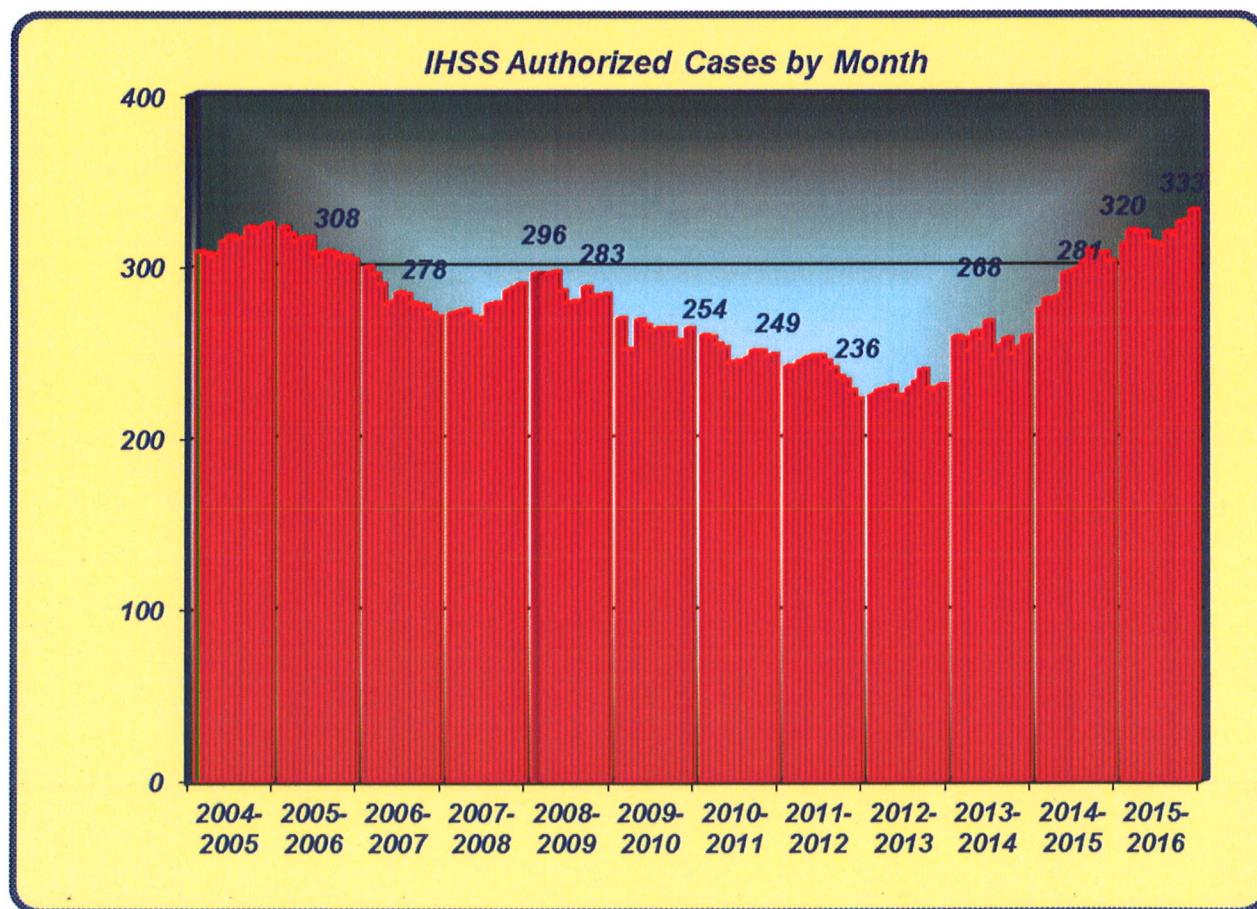
D. In-Home Supportive Services (IHSS)

The IHSS program experienced a fairly steady period of case count decline from around 2009 to mid-2013. Those reductions in case count were linked to several state regulation and legislative changes that both changed eligibility requirements and reduced the number of authorized hours that could be approved under some circumstances.

With the advent of the Affordable Care Act, the Department determined that it would be likely that the case count might grow some due to people becoming eligible for Medi-Cal (federal Medicaid), as IHSS is funded by Medicaid dollars. That has turned out to be a correct prediction. We believe that we will continue to see some growth in this program due to the ACA.

Average Monthly Case Count

2013/2014	256
2014/2015	295
2015/2016	320



III. PUBLIC GUARDIAN

The Office of the Public Guardian reports its workload as follows: The office is currently servicing 5 L.P.S. Conservatorship cases, 2 Probate Conservatorship cases and serves as the Representative Payee for 15 recipients. The office also has 4 pending referrals.

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: 9/20/16

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Renewal of Services Agreement between County of Plumas and Rodney Craig Goodman, Jr., for consulting services.

A handwritten signature in blue ink that appears to read "RMA".

Recommendation:

Approve renewal of Services Agreement between County of Plumas and Rodney Craig Goodman, Jr., for consulting services related to year-end closing procedures and processes for the 2015/2016 fiscal year and related services, as described in Exhibit A of the attached Services Agreement document. The contract amount is up to \$40,000, the term of the contract is one year (September 1, 2016 through August 31, 2017), per Exhibit B of attached Services Agreement.

Background:

Craig Goodman provides consulting services for many counties in California, as well as assistance with legal matters, year-end reporting, and staff training. The Auditor/Controller is asking for permission to hire Mr. Goodman for assistance with the GASB 68 Pension Liability calculations which are complicated and time and labor intensive. Other projects that Mr. Goodman would assist with would be the County Financial Transactions Report and assistance with updating the General Ledger Chart of Accounts in preparation for the migration of the accounting data from Pentamation to a new software system, and other duties related to preparation of the 15/16 financial statements.

The proposed contract amount is up to \$40,000, a decrease of \$20,000 from prior years' contracts. For Fiscal Year 2015/16, the contract and budget amount for Mr. Goodman was set at \$60,000. The total amount paid to for his services was \$47,000.

Attached is a spreadsheet comparing staffing in the Auditors Office from 06/07 through 16/17. Please note that when the Safety Officer was added to the department in 10/11, that position was .5 Risk Management and .5 Accounting, so the FTE count was 6.5 Accounting and .5 Risk Management. In 12/13, the Safety position was replaced with the Assistant Risk Manager and the accounting duties were removed from that position. This left 6.0 Accounting FTE's and 1.0 Risk Management. The result of these changes is that since 12/13, the Auditor department has fewer accounting staff than in prior

years. In addition, the Risk Management activities takes a minimum of 30 – 50% of the Auditor's time, so it could be shown that the accounting FTE's are actually 5.67 or 5.50.

The Auditor has worked to train staff to assist with the year-end procedures with some success, but the department has experienced vacancies due to illness, retirements, and transfers to other departments.

	06/07	07/08	08/09	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17
Auditor/Controller	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Auditor/Controller OR	1.00	1.00	0.50	0.50	0.50	0.50	0.00	0.00	0.00	0.00	1.00
Chief Deputy Auditor OR											
Accountant/Auditor II OR											
Accountant	1.00	1.00	1.00	b	1.00						
Assistant Risk Manager											
Acct/Auditor/Liability Risk Analyst											
Acct/Workers Comp Analyst											
Payroll Specialist II	1.00	1.00	1.00	c	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Fiscal Support Coordinator	1.00	1.00	1.00	c	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Auditor/Accounting Tech	2.00	2.00	a	1.75	d	1.75	1.00	1.00	1.00	1.00	1.00
Safety Officer/Auditor Accounting Clerk					e	1.00	1.00	1.00	1.00	1.00	
Total FTE Allocations	7.00	7.00		6.25	6.25	6.25	6.50	7.00	7.00	7.00	7.00
Accounting positions	7	7		6.25	6.25	6.00	6.50	6.00	6.00	6.00	6.00
Risk Management	0	0		0	0	0	0.50	0.50	1.00	1.00	1.00

Total Budgeted Annual Salaries and Benefits	508,807	537,248	523,671	548,870	555,390	550,181	493,351	619,068	607,536	628,340	622,576
Risk Mgmt - Sal & Benefits		-	-	-	57,000	65,050	74,110	80,408	80,000	80,000	78,524
Accounting Salaries and Benefits	508,807	537,248	523,671	548,870	498,390	485,131	419,241	538,660	527,536	548,340	544,052
Percentage change for Accounting positions		5.55%	-2.53%	4.81%	-9.20%	-2.66%	-13.58%	28.48%	-2.07%	3.94%	-0.78%
Total Budgeted Annual Salaries and Benefits	508,807	537,248	523,671	548,870	555,390	550,181	493,351	619,068	607,536	628,340	622,576
Percent change for Accounting and Risk Mgmt		4.12%	-0.80%	1.32%	6.52%	2.66%	-14.19%	26.05%	-1.10%	1.67%	1.67%
Total number of Accounting Transactions	156,136	157,795	159,961	159,091	154,315	155,938	151,703	154,518	157,659	155,681	
Note:											

Ten year avg. activity equals 156,280 transactions

Added responsibilities:

ACA compliance - Sep w/ 2's for Districts

Flores decision OT calculations

GASB 68 Pension accounting

Parcel Tax reporting - Districts

a 08/09 Reorg: Assistant reduced 5 FTEs and Accounting Tech reduced .25 FTEs

b 09/10 Reorg: Changed Accountant to Acct/Aud/Liab Risk Analyst

c 09/10 Reorg: Changed Fiscal Support Coord to Acct/WC Analyst

d 10/11 Reorg: Added Safety/Auditor Accounting Clerk. Approx .5 accounting / .5 Safety

e 10/11 Reorg: Auditor Accounting Tech decreased .75 FTEs

f 11/12 Reorg: Eliminated Assistant position, 5, added Accountant 1.0 FTE

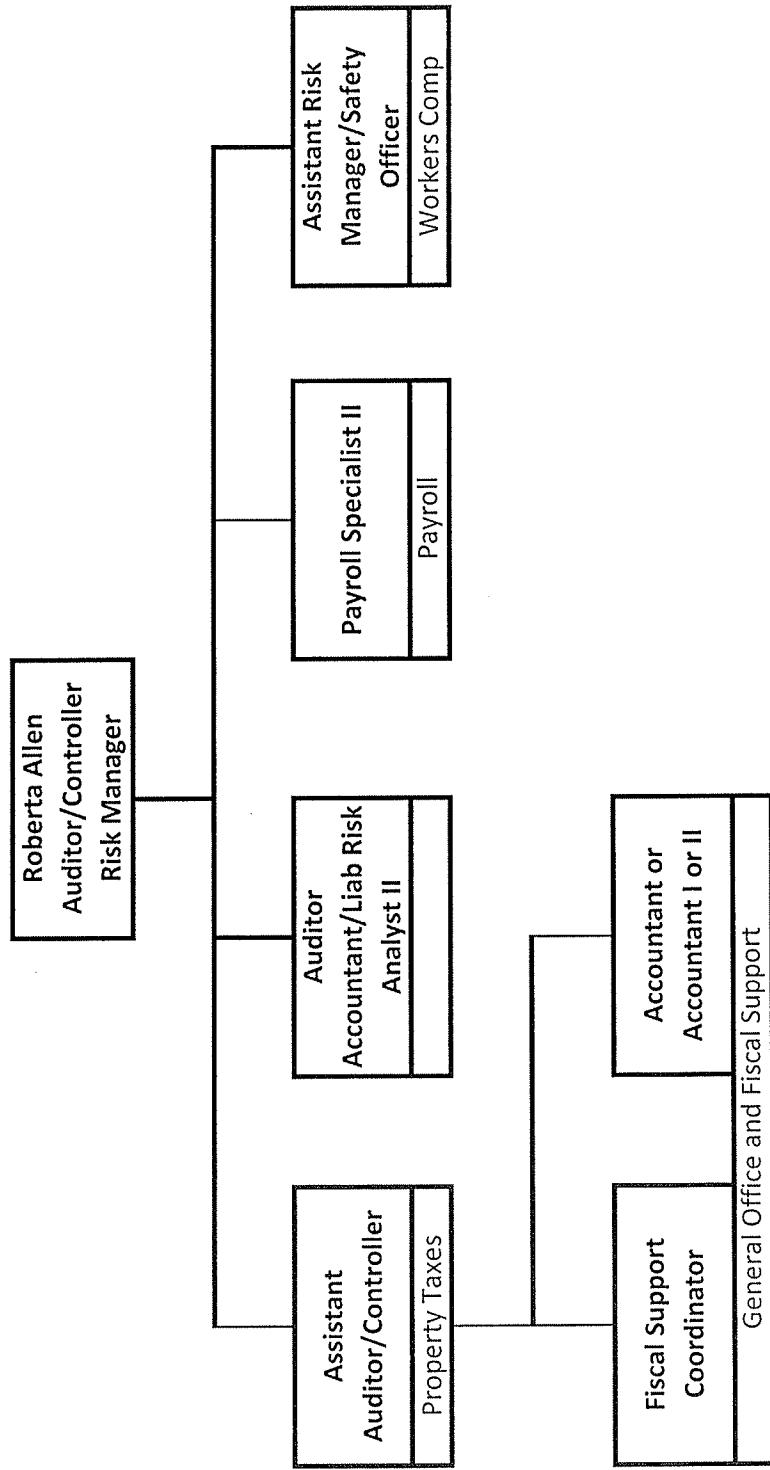
g 12/13 Reorg: Changed Safety//Accountant to Assistant Risk Manager

h 12/13 Reorg: Staff trained to do Property Tax resigned, eliminated Accountant position, added Assistant Auditor

i 14/15: Acct/WC Analyst retired 1 FTE removed, added Accountant 1 FTE

Auditor Department

Organizational Chart



Services Agreement

This Agreement is made as of September 13, 2016 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 Rodney Craig Goodman, Jr., 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 Forty Thousand and No/100 Dollars (\$40,000.00).
3. Term. The term of this agreement shall be from September 1, 2016 through August 31, 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. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles) with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service 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:

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

Contractor:

Rodney Craig Goodman Jr., CPA
8788 Elk Grove Blvd., Suite 1-N
Elk Grove, CA 95624

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.

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

CONTRACTOR:

Rodney Craig Goodman Jr.,
an individual

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. Settlemire, Deputy 9/2/16
R. Craig Settlemire
County Counsel

EXHIBIT A

Scope of Work

- Assist the Auditor-Controller's Office in creating and maintaining a year-end closing process.
- Assist the Auditor-Controller's Office in providing year-end training to departments that will facilitate the year-end data collection and verification process.
- Assist the Auditor-Controller's Office to identify, compile, and record all closing entries while maximizing the use of the County of Plumas' accounting system data for the preparation of full disclosure financial statements for FY 2015-2016 in compliance with generally accepted accounting principles.
- Provide general training to staff of the Auditor-Controller's Office on year-end closing, reporting and other processes.
- Other professional services as mutually agreed upon between Contractor and County.

EXHIBIT B

Fee Schedule

Total compensation under this Agreement shall not exceed Forty Thousand and No/100 Dollars (\$40,000.00).

Contractor shall charge \$200 per hour for services provided under this Agreement, inclusive of all expenses unless expressly authorized by County in writing prior to the occurrence of such expense.

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



PLUMAS COUNTY AUDITOR / CONTROLLER

5E2
520 MAIN STREET ♦ ROOM 205 ♦ QUINCY, CA 95971-4111 ♦ (530) 283-6246 ♦ FAX (530) 283-6442
ROBERTA M. ALLEN, CPA ♦ AUDITOR / CONTROLLER

Date: September 7, 2016

To: The Honorable Board of Supervisors

From: Roberta Allen, Auditor / Controller

Subject: Adoption of Basic and Bond Tax Rates for Fiscal Year 2016/17, Tax Year 2016

RECOMMENDATION:

Adopt a Resolution adopting the Basic Tax Rate for Plumas County and the rates for the Plumas Unified School District and the Plumas District Hospital Bonds for Fiscal Year 2016/17 Tax Year 2016.

The Resolution of the Board of Directors of the Plumas Hospital District Authorizing the Issuance and Sale of the District's General Obligation Bonds, Election of 2008, Series B(2016), in the Aggregate Principal Amount of Not to Exceed \$1,200,000 adopted July 7, 2016 is on file in the Clerk of the Board of Supervisors office.

BACKGROUND:

Government Code §29100 requires that the board shall adopt by resolution the rates of taxes on the secured roll on or before October 3 of each year.

RESOLUTION NO. 16-

**A RESOLUTION ADOPTING THE BASIC TAX RATE FOR PLUMAS COUNTY AND THE RATES FOR
THE PLUMAS UNIFIED SCHOOL DISTRICT AND THE PLUMAS DISTRICT HOSPITAL BONDS FOR
FISCAL YEAR 2016/17**

WHEREAS, Government Code §29100 requires that the tax rates be set and approved by the Board of Supervisors.

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

The ad valorem property tax rate for Plumas County is 1% of the assessed value (\$1,000.00 per \$100,000 of assessed value) for the 2016/17 year, tax year 2016, with the bond rates to be ADDED to the 1% rate as follows:

The additional tax rates for the **Plumas Unified School District Bond** are affixed at 0.03028% of the Secured assessed value (\$30.28 per \$100,000 of assessed value) and 0.03166% of the Unsecured assessed value for the fiscal year 2016/17, tax year 2016.

The additional tax rates for the **Plumas District Hospital Bond**, as calculated and approved, by resolution, by the Plumas District Hospital's Board, are affixed at 0.03748% of the Secured assessed value (\$37.48 per \$100,000 of assessed value) and 0.02532% of the Unsecured assessed value for the fiscal year 2016/17 tax year 2016.

The additional tax rates for the Plumas Unified School District and Plumas District Hospital Bonds is affixed at 0.03974% (\$39.74 per \$100,000 of assessed value) of the assessed value of the Unitary/State Board Roll for the fiscal year 2016/17, tax year 2016.

The foregoing, Resolution No. 16-_____ was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 20th day of September, 20156by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

PLUMAS COUNTY
DEBT SERVICE
Measure A School Bond
FY 2016/17 | Tax Year 2016

FY 2016/17 Bond Debt Requirement	\$ 1,218,737.50
Unitary portion of Debt Service	\$ 172,004.48
Total Debt	\$ 1,218,737.50
Total left in fund from Prior Year	\$ (43,336.32)
Unitary Portion	\$ (172,004.48)
Unsecured Portion	\$ (28,418.00)
Total Debt for Secured	\$ 974,978.70
 Total Unsecured Value	\$ 104,009,198.00
Minus 13.7% Delinquent Rate	\$ (14,249,260.13)
Unsecured Rate (Prior Year Sec Rate)	0.03166%
Unsecured Portion	\$ 28,418.00
 Total Secured / Utility Value	\$ 3,321,089,855.00
Plus HOE	\$ 31,208,114.00
Minus 4% Delinquent Rate	\$ (132,843,594.20)
Total Value to collect on	\$ 3,219,454,374.80
 Secured Debt Service	\$ 974,978.70
FY 2016/17 Secured Bond Rate	0.03028%

PLUMAS COUNTY
Calculation of Unitary Average Tax Rate
FY 2016/17 | Tax Year 2016

FY 2016/17 Ad Valorem Secured	\$ 3,400,855,173.00
Plus Utility	\$ 527,860,052.00
Plus HOE	\$ 31,208,114.00
Total Secured, Utility, & HOE	\$ 3,959,923,339.00
Times the 1% Tax Rate	1.00000%
FY 2016/17 Gross County Wide Tax (Less Unsecured)	\$ 39,599,233.00
Divided by Secured Ad Valorem (see above 'D')	\$ 3,959,923,339.00
Unitary Rate - Countywide Tax Divided by Secured Ad Valorem - R&T Code 98.9(b)(1)	1.00000%
Prior Year Unitary Debt Service Rate	0.04032%
Countywide Secured (including HOE) Debt Service Levy 2015/16 <i>immediate prior fiscal year</i>	\$ 961,503.58
Countywide Secured (including HOE) Debt Service Levy 2014/15 <i>(second prior fiscal year)</i>	\$ 975,451.02
Percentage of Difference Between 2 Preceding Years	98.57015%
Final Unitary Debt Service Tax Rate	0.03974%
Current Year Unitary Value	\$ 523,301,201.00
Current Year Unitary Debt Service Levy	\$ 207,959.33

PLUMAS HOSPITAL DISTRICT

RESOLUTION No. 2016-6

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PLUMAS HOSPITAL DISTRICT
GENERAL OBLIGATION BONDS SERIES B
PROPERTY TAX RATE 2016-2017**

NOW, THEREFORE BE IT RESOLVED that the President and Secretary of the Board of the Plumas Hospital District Board of Directors are hereby authorized and empowered to take all actions necessary or appropriate:

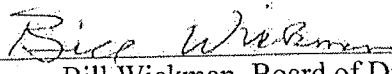
1. To authorize the Plumas County Tax Assessor's office to set the 2015-2016 Property Tax Rate for the Plumas District Hospital General Obligation Bond Series B at \$0.0003748.

PASSED AND ADOPTED this 1st day of September, 2016, by the following vote:

AYES: Bill Wickman
 Valerie Flanigan
 Mark Satterfield MD

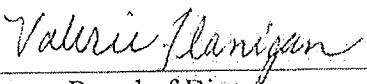
NAYES: None

ABSENT: Kathy Price
 John Kimmel



Bill Wickman, Board of Directors
Plumas Hospital District

ATTEST:



Secretary, Board of Directors
Plumas Hospital District

Debt Service - Plumas Hospital District**Note: Prepared and submitted by PDH**

	2016/17 bond debt service	2016-17
	254,758.66	
1 Total Debt	254,758.66	
2 Total left in fund after Aug 15 pymt	(43,669.55)	
3 Unitary Portion	0.00	
4 Unsecured Portion	(7,745.13)	
5 Total Debt for Secured Portion	203,343.98	
6 Total Unsecured Value	35,162,577.00	
7 Minus 13% delq rate	(4,571,135.01)	
8 Unsec rate (prior yr sec rate)	0.0002532	
9 Unsecured's portion	7,745.13	
10 Total Secured/utility Value	578,945,739.00	
11 Plus HOE/HOX	9,886,178.00	
12 Minus 8% delq rate	(46,315,659.12)	
13 Total Value to collect on	542,516,257.88	
14 Secured Debt Svc	203,343.98	
15 Secured Bond Rate	0.0003748	

County of Plumas
AUDITOR CERTIFIED VALUES BY TAX BASE
Model Num: final, Tax Year: 2016
AIRCRAFT VALUES EXCLUDED

TAX CODE: 10076 RR Debt Service				TAX CODE: 10080 Plumas District Hospital Bond			
VALUE BASE: 7 Net of All				VALUE BASE: 7 Net of All			
TYPE: OPERATING				TYPE: OPERATING			
	<u>SECURED</u>	<u>UNSECURED</u>	<u>TOTAL</u>		<u>SECURED</u>	<u>UNSECURED</u>	<u>TOTAL</u>
PARCEL COUNT	3	0	3	PARCEL COUNT	4,812	981	5,793
LOCAL			0	LOCAL	577,835,956	35,162,577	612,998,533
UTILITY	52,216,999		52,216,999	UTILITY	1,109,783		1,109,783
TOTAL	52,216,999		52,216,999	TOTAL	578,945,739	35,162,577	614,108,316
PLUS HOX			0	PLUS HOX	9,886,178	74,985	9,961,163
TOTAL	52,216,999		52,216,999	TOTAL	588,831,917	35,237,562	624,069,479
TAX CODE: 19930 Portola				TAX CODE: 19940 East Quincy Services			
VALUE BASE: 7 Net of All				VALUE BASE: 7 Net of All			
TYPE: OPERATING				TYPE: OPERATING			
	<u>SECURED</u>	<u>UNSECURED</u>	<u>TOTAL</u>		<u>SECURED</u>	<u>UNSECURED</u>	<u>TOTAL</u>
PARCEL COUNT	1,600	118	1,718	PARCEL COUNT	1,580	310	1,890
LOCAL	101,332,535	3,857,904	105,190,439	LOCAL	219,704,438	8,314,886	228,019,324
UTILITY	538,840		538,840	UTILITY	373,267		373,267
TOTAL	101,871,375	3,857,904	105,729,279	TOTAL	220,077,705	8,314,886	228,392,591
PLUS HOX	2,405,519		2,405,519	PLUS HOX	3,841,035	44,613	3,885,648
TOTAL	104,276,894	3,857,904	108,134,798	TOTAL	223,918,740	8,359,499	232,278,239
TAX CODE: 19960 Peninsula Fire				TAX CODE: 19970 Seneca Hospital			
VALUE BASE: 7 Net of All				VALUE BASE: 7 Net of All			
TYPE: OPERATING				TYPE: OPERATING			
	<u>SECURED</u>	<u>UNSECURED</u>	<u>TOTAL</u>		<u>SECURED</u>	<u>UNSECURED</u>	<u>TOTAL</u>
PARCEL COUNT	3,493	523	4,016	PARCEL COUNT	7,465	1,227	8,692
LOCAL	706,171,763	8,939,530	715,111,293	LOCAL	1,385,089,780	36,614,807	1,421,704,587
UTILITY			0	UTILITY	204,520		204,520
TOTAL	706,171,763	8,939,530	715,111,293	TOTAL	1,385,294,300	36,614,807	1,421,909,107
PLUS HOX	1,806,000		1,806,000	PLUS HOX	6,930,000		6,930,000
TOTAL	707,977,763	8,939,530	716,917,293	TOTAL	1,392,224,300	36,614,807	1,428,839,107
TAX CODE: 20001 COUNTY				TAX CODE: 20100 BECKWOURTH CSA			
VALUE BASE: 7 Net of All				VALUE BASE: 7 Net of All			
TYPE: SPECIAL				TYPE: SPECIAL			
	<u>SECURED</u>	<u>UNSECURED</u>	<u>TOTAL</u>		<u>SECURED</u>	<u>UNSECURED</u>	<u>TOTAL</u>
PARCEL COUNT	25,806	3,384	29,190	PARCEL COUNT	104	2	106
LOCAL	3,316,531,004	101,256,977	3,417,787,981	LOCAL	7,870,859	4,392	7,875,251
UTILITY	4,558,851		4,558,851	UTILITY			0
TOTAL	3,321,089,855	101,256,977	3,422,346,832	TOTAL	7,870,859	4,392	7,875,251
PLUS HOX	31,208,114	87,411	31,295,525	PLUS HOX	168,000		168,000
TOTAL	3,352,297,969	101,344,388	3,453,642,357	TOTAL	8,038,859	4,392	8,043,251
TAX CODE: 20110 BECKWOURTH FIRE				TAX CODE: 20120 CENTRAL PLUMAS REC			
VALUE BASE: 7 Net of All				VALUE BASE: 7 Net of All			
TYPE: SPECIAL				TYPE: SPECIAL			
	<u>SECURED</u>	<u>UNSECURED</u>	<u>TOTAL</u>		<u>SECURED</u>	<u>UNSECURED</u>	<u>TOTAL</u>
PARCEL COUNT	561	42	603	PARCEL COUNT	3,869	646	4,515
LOCAL	48,272,143	2,403,773	50,675,916	LOCAL	504,654,486	16,196,524	520,851,010
UTILITY	5,058		5,058	UTILITY	520,603		520,603
TOTAL	48,277,201	2,403,773	50,680,974	TOTAL	505,175,089	16,196,524	521,371,613
PLUS HOX	322,000		322,000	PLUS HOX	9,158,178	60,985	9,219,163
TOTAL	48,599,201	2,403,773	51,002,974	TOTAL	514,333,267	16,257,509	530,590,776

5E3

MEMO

TO: The Honorable Board of Supervisors

FROM: Nicholas Poole, Safety Officer/Assistant Risk Manager

DATE: September 9, 2016

SUBJECT: Fire Extinguisher Trainer Prop

EXECUTIVE SUMMARY

This memo briefly discusses the value in portable fire extinguisher training, and need to make this training economical and more frequent. Current portable fire extinguisher training uses dry chemical extinguishers, and is projected to cost between \$2,060.00 and \$4,160.00 annually. Alternatively, a fire extinguisher trainer prop can reduce the annual costs, which will enable more training to be conducted. Three systems were reviewed, and the recommended prop is the BullEx basic package, and two Smart Extinguishers to facilitate training flow.

BACKGROUND

On August 11, 2016 around noon, an unattended pot pie caught fire in a toaster oven at the Courthouse Annex. By chance the fire was observed and announced; immediately, the receptionist ran to the kitchen and boldly moved the pot pie into the sink; while another employee followed the receptionist into the kitchen with the fire extinguisher. Armed with a fire extinguisher, and trained in its operation, the other employee proceeded to extinguish the fire.

This incident reinforces the value in having staff trained to operate fire extinguishers. The last organized mass training of county employees was in 2013, after the Plumas County Health and Human Services Fire Drill held on February 14, 2013.

POSSIBLE COURSES OF ACTION

Status Quo

Continue portable fire extinguisher training with dry chemical extinguishers and a diesel/gas mixture that floats on a large pan of water. Training can be provided through facility services or local fire departments, and will cost between \$5.00 and \$10.00 per employee for materials; figures range based on number of participants. In 2013, the Quincy Fire Department provided portable fire extinguisher training with dry chemical extinguishers

This approach is effective, but is projected to cost between \$2,060.00 and \$4,160.00 per year to train all employees. The Quincy Fire Department absorbed the materials cost for training in 2013, and do not desire to do so again.



Fire Extinguisher Training Prop

Alternatively, Facility Services could acquire a fire extinguisher training prop with financial assistance from Risk Management. Three systems were reviewed:

- Kidde basic package, \$9,500.00, and with accessories is \$16,000
- Drager manually operated system, \$7,000.00
- BullEx basic package, \$5,000.00,

In consultation with Chief Cassou, Director Sawchuk's research found the Kidde prop does not provide the most realistic fire behavior, and is the most expensive. The Drager system still requires the use of chemical extinguishers; so there is no savings in material cost. The BullEx unit provides the most realistic fire behavior, while also being the cheapest unit reviewed; Director Sawchuk also recommends purchasing two Smart Extinguishers for \$496.00 to facilitate training flow. BullEx is the preferred trainer for other fire departments.

RECOMMENDATIONS

Approve the Auditor/Controller's request to waive competitive bidding and purchase the BullEx basic package and two Smart Extinguishers for \$5,683.32; Director Sawchuk and Chief Cassou believe this training platform provides the most realistic fire behavior, and is the most reasonable in cost.

ORDINANCE NO. 16 - _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, ADDING CHAPTER 14 OF TITLE 5 OF THE COUNTY CODE, "TOBACCO RETAILER LICENSING PROGRAM," REQUIRING THE LICENSURE OF TOBACCO RETAILERS.

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

Section 1. Chapter 14 is hereby added to Title 5 of the Plumas County Code, with the title of Chapter 14 to read in full: "Tobacco Retailer Licensing Program".

Section 2. The Board of Supervisors of the County of Plumas hereby finds and declares as follows:

WHEREAS, based in part on the information contained in this section, the Board of Supervisors finds that the failure of tobacco retailers to comply with all tobacco control laws, particularly laws prohibiting the sale of tobacco products to minors, presents an imminent threat to the public health, safety, and welfare of the residents of the Plumas County; and

WHEREAS, the Board of Supervisors finds that a local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the Plumas County, to protect the health, safety, and welfare of our residents; and

WHEREAS, state law requires all tobacco retailers to be licensed by the Board of Equalization primarily to curb the illegal sale and distribution of cigarettes due to tax evasion and counterfeiting (Cal. Bus. & Prof. Code §§ 22970.1, 22972); and

WHEREAS, state law explicitly permits cities and counties to enact local tobacco retail licensing ordinances, and allows for the suspension or revocation of a local license for a violation of any state tobacco control law (Cal. Bus. & Prof. Code § 22971.3); and

WHEREAS, California courts have affirmed the power of local governments to regulate business activity to discourage violations of law. See, e.g., *Cohen v. Board of Supervisors*, 40 Cal. 3d 277 (1985); *Bravo Vending v. City of Rancho Mirage*, 16 Cal. App. 4th 383 (1993); *Prime Gas, Inc. v. City of Sacramento*, 184 Cal. App. 4th 697 (2010); and

WHEREAS, despite the state and Plumas County's efforts to limit youth access to tobacco, minors are still able to access cigarettes, as evidenced by the fact that:

- In California, 36.8 percent of high school students have smoked a whole cigarette by 14 years of age; and
- According to the 2013 California Healthy Kids Survey, 29 percent of Plumas County 11th grade students have tried cigarettes, and 15 percent currently use regularly; and

WHEREAS, California and Plumas County underage consumers continue to illegally purchase tobacco from retailers, evidenced by the following:

- The average rate of illegal tobacco sales to minors by California tobacco retailers from 2007 to 2015, based on attempted youth purchase visits, is 8.64 percent; and
- From 2007 to 2016, nearly two-thirds (twenty-one out of thirty-six) of Plumas County tobacco retailers receiving an attempted youth purchase visit have illegally sold tobacco products to minors at least once; and,
- From 2007 to 2016, one-third (twelve out of thirty-six) of Plumas County tobacco retailers receiving an attempted youth purchase visit have illegally sold tobacco products to minors more than once; and

WHEREAS, research demonstrates that local tobacco retail ordinances dramatically reduce youth access to cigarettes. For example:

- A review of 33 California communities with strong tobacco retailer licensing ordinances shows that the youth sales rate significantly declined in 31 of these communities after the ordinances were enacted; and,
- Over 90 percent of enforcement agencies surveyed in 2000 rated license suspension or revocation after repeated violations as an effective strategy to reduce youth access to tobacco; and

WHEREAS, over 100 cities and counties in California have passed tobacco retailer licensing ordinances in an effort to stop minors from using tobacco; and

WHEREAS, a requirement for a tobacco retailer license will not unduly burden legitimate business activities of retailers who sell or distribute cigarettes or other tobacco products to adults. It will, however, allow Plumas County to regulate the operation of lawful businesses to discourage violations of federal, state, and local tobacco-related laws; and

WHEREAS, Plumas County has a substantial interest in promoting compliance with federal, state, and local laws intended to regulate tobacco sales and use; in discouraging the illegal purchase of tobacco products by persons under 21 years of age; in promoting compliance with laws prohibiting sales of cigarettes and tobacco products to persons under 21 years of age; and finally, and most importantly, in protecting children from being lured into illegal activity through the misconduct of adults; and

NOW THEREFORE, it is the intent of the Board of Supervisors, in enacting this ordinance, to ensure compliance with the business standards and practices of the County of Plumas and to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those which prohibit or discourage the illegal sale or distribution of tobacco and nicotine products to persons under 21 years of age, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalties provided therein.

Section 3. Section 5-14.01 of Chapter 14 of Title 5 of the Plumas County Code is hereby

added to read as follows:

Sec. 5-14.01. Definitions.

The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

(a) “Arm’s Length Transaction” means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an Arm’s Length Transaction.

(b) “Department” means the department or agency designated by the Board of Supervisors of the County of Plumas to enforce or administer the provisions of this chapter.

(c) “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic Smoking Device” includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

(d) “Person” means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(e) “Proprietor” means a Person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a Person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a Person can or does have or share ultimate control over the day-to-day operations of a business.

(f) “Self-Service Display” means the open display or storage of Tobacco Products or Tobacco Paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of Self-Service Display.

(g) “Tobacco Paraphernalia” means any item designed for the consumption, use, or preparation of Tobacco Products.

(h) “Tobacco Product” means:

(1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; or

- (2) Any Electronic Smoking Device; or
- (3) Notwithstanding any provision of subsections (1) and (2) to the contrary, any component, part, or accessory of a tobacco product, whether or not sold separately.

“Tobacco Product” does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

(i) “Tobacco Retailer” means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, Tobacco Products or Tobacco Paraphernalia within the unincorporated area of Plumas County. “Tobacco Retailing” shall mean the doing of any of these things within the unincorporated area of Plumas County. This definition is without regard to the quantity of Tobacco Products or Tobacco Paraphernalia sold, offered for sale, exchanged, or offered for exchange.

Section 4. Section 5-14.02 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.02. Requirements and Prohibitions.

(a) *Tobacco Retailer’s License Required.* It shall be unlawful for any Person to act as a Tobacco Retailer without first obtaining and maintaining a valid Tobacco Retailer’s License pursuant to this chapter for each location at which that activity is to occur. Tobacco Retailing without a valid Tobacco Retailer’s License is a nuisance as a matter of law.

(b) *Lawful Business Operation.* In the course of Tobacco Retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this chapter for a licensee, or any of the licensee’s agents or employees, to violate any local, state, or federal law applicable to Tobacco Products, Tobacco Paraphernalia, or Tobacco Retailing.

(c) *Display of License.* Each Tobacco Retailer license shall be prominently displayed in a publicly visible location at the licensed location.

(d) *Positive Identification Required.* No Person engaged in Tobacco Retailing shall sell or transfer a Tobacco Product or Tobacco Paraphernalia to another Person who appears to be under the age of thirty (30) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the Tobacco Product or Tobacco Paraphernalia.

(e) *Minimum Age for Persons Selling Tobacco.* Persons eighteen (18) years of age or older may engage in Tobacco Retailing unsupervised on behalf of a licensed Tobacco Retailer. Persons seventeen (17) years of age or younger may only engage in Tobacco Retailing on behalf of a licensed Tobacco Retailer if they are under the continuous supervision of a person twenty-one (21) years of age or older who is on the premises.

(f) *Self-Service Displays Prohibited.* Tobacco Retailing by means of a Self-Service

Display is prohibited.

(g) *False and Misleading Advertising Prohibited.* A Tobacco Retailer without a valid Tobacco Retailer license or a Proprietor without a valid Tobacco Retailer license, including, for example, a Person whose license has been suspended or revoked:

- (1) Shall keep all Tobacco Products and Tobacco Paraphernalia out of public view. The public display of Tobacco Products or Tobacco Paraphernalia in violation of this provision shall constitute Tobacco Retailing without a license under Section 5-14.12; and
- (2) Shall not display any advertisement relating to Tobacco Products or Tobacco Paraphernalia that promotes the sale or distribution of such products from the Tobacco Retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

(h) *Effective date.* The provisions of this chapter shall become effective on January 1, 2017.

Section 5. Section 5-14.03 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.03. Mobile Vending of Tobacco Prohibited.

No license may issue to authorize Tobacco Retailing at other than a fixed location. For example, Tobacco Retailing by Persons on foot or from vehicles is prohibited.

Section 6. Section 5-14.04 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.04. Application Procedure.

(a) Application for a Tobacco Retailer's license shall be submitted in the name of each Proprietor proposing to conduct retail tobacco sales and shall be signed by each Proprietor or an authorized agent thereof.

It is the responsibility of each Proprietor to be informed regarding all laws applicable to Tobacco Retailing, including those laws affecting the issuance of a Tobacco Retailer's license. No Proprietor may rely on the issuance of a license as a determination by the County that the Proprietor has complied with all laws applicable to Tobacco Retailing. A license issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a Proprietor shall be revoked pursuant to Sec. 5-14.11(d) of this chapter. Nothing in this chapter shall be construed to vest in any Person obtaining and maintaining a Tobacco Retailer's license any status or right to act as a Tobacco Retailer in contravention of any provision of law.

All applications shall be submitted on a form supplied by the Department and shall contain the following information:

- (1) The name, address, and telephone number of each Proprietor of the business seeking a license.
- (2) The business name, address, and telephone number of the single fixed location for which a license is sought.
- (3) A single name and mailing address authorized by each Proprietor to receive all communications and notices (the "Authorized Address") required by, authorized by, or convenient to the enforcement of this chapter. If an Authorized Address is not supplied, each Proprietor shall be understood to consent to the provision of notice at the business address specified in subparagraph (2) above.
- (4) Proof that the location for which a Tobacco Retailer's license is sought has been issued a valid state license for the sale of Tobacco Products, if the Tobacco Retailer sells products that require such license.
- (5) Whether or not any Proprietor or any agent of the Proprietor has admitted violating, or has been found to have violated, this chapter and, if so, the dates and locations of all such violations within the previous five years.
- (6) Such other information as the Department deems necessary for the administration or enforcement of this chapter as specified on the application form required by this section.

(b) A licensed Tobacco Retailer shall inform the Department in writing of any change in the information submitted on an application for a Tobacco Retailer's license within ten business days of a change.

(c) All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code section 6250 *et seq.*) or any other applicable law, subject to the law's exemptions.

Section 7. Section 5-14.05 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.05. Issuance of License.

Upon the receipt of a complete application for a Tobacco Retailer's license required by this chapter, the Department shall issue a license unless substantial evidence demonstrates that one or more of the following bases for denial exists:

(a) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this chapter.

(b) The application seeks authorization for Tobacco Retailing for a Proprietor to whom this chapter prohibits a license to be issued.

(c) The application seeks authorization for Tobacco Retailing that is prohibited pursuant to chapter (e.g., mobile vending), that is unlawful pursuant to this Code, or that is unlawful pursuant to any other law.

(d) The establishment on the application is not in compliance with federal, state or local laws regarding tobacco sales and displays, or store signage requirements.

Section 8. Section 5-14.06 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.06. License Renewal and Expiration.

(a) *Renewal of License.* A Tobacco Retailer's license is invalid if the term of the license has expired. The Tobacco Retailer's license will automatically renew for up to four additional one-year periods after the initial term, conditioned upon the following:

- i. the licensee remains eligible for a Tobacco Retailer's license as of the expiration date of the then-current term; and
- ii. within the sixty (60) months prior to the expiration date of the then-current term, the licensee has not been found by the Department or a court of competent jurisdiction by a preponderance of the evidence, after the licensee has been afforded notice and an opportunity to be heard, to have violated the Requirements and Prohibitions set forth in Sec. 5-14.02 above. If such a finding of a violation of the Requirements and Prohibitions set forth in Sec. 5-14.02 has occurred within the sixty (60) months prior to the expiration date of the then-current term, the licensee must reapply for a Tobacco Retailer's license annually, and no automatic renewal may occur.

Each Tobacco Retailer shall apply for the renewal of his or her Tobacco Retailer's license no later than thirty days prior to expiration of the term, unless the Tobacco Retailer is eligible for automatic renewal at the end of such term.

(b) *Expiration of License.* A Tobacco Retailer's license that is not timely renewed shall expire at the end of its term. To renew a license not timely renewed pursuant to subparagraph (a), the Proprietor must:

- (1) Submit the application renewal form; and
- (2) Submit a signed affidavit affirming that the Proprietor:
 - (i) has not sold and will not sell any Tobacco Product or Tobacco Paraphernalia after the license expiration date and before the license is renewed; or

- (ii) has waited the period of time required by Sec. 5-14.12(a) of this chapter for Tobacco Retailing without a valid license before seeking renewal of the license.

Section 9. Section 5-14.07 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.07. Licenses Nontransferable.

(a) A Tobacco Retailer's license may not be transferred from one Person to another or from one location to another. A new Tobacco Retailer's license is required whenever a Tobacco Retailing location has a change in Proprietor(s).

(b) Notwithstanding any other provision of this chapter, prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to a location unless:

- (1) the location has been transferred to new Proprietor(s) in an Arm's Length Transaction; and
- (2) the new Proprietor(s) provide the County with clear and convincing evidence that the new Proprietor(s) have acquired or are acquiring the location in an Arm's Length Transaction.

Section 10. Section 5-14.08 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.08. Conditional Privilege.

Nothing in this chapter shall be construed to grant any Person obtaining and maintaining a Tobacco Retailer's license any status or right other than the limited conditional privilege to act as a Tobacco Retailer at the location in the County identified on the face of the permit. For example, nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law, including but not limited to, any provision of this Code, or any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code section 6404.5. For example, obtaining a Tobacco Retailer's license does not make the retailer a "retail or wholesale tobacco shop" for the purposes of California Labor Code section 6404.5.

Section 11. Section 5-14.09 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.09. Fee for License.

There shall be no fee imposed upon a Tobacco Retailer for the issuance or renewal of a Tobacco Retailer's license.

Section 12. Section 5-14.10 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.10. Compliance Monitoring.

(a) Compliance with this chapter shall be monitored by the Department. In addition, any peace officer may enforce the penal provisions of this chapter. The County may designate any number of additional Persons to monitor compliance with this chapter.

(b) The Department may inspect each Tobacco Retailer one or more times per twelve month period, if sufficient funds are appropriated by the Board of Supervisors to perform such inspections. Nothing in this paragraph shall create a right of action in any licensee or other Person against the County or its agents.

(c) The County shall not enforce any law establishing a minimum age for Tobacco Product purchases or possession against a Person who otherwise might be in violation of such law because of the Person's age (hereinafter "Youth Decoy") if the potential violation occurs when:

- (1) the Youth Decoy is participating in an inspection supervised by a peace officer, code enforcement official, or the Person designated by the County to monitor compliance with this chapter; or
- (2) the Youth Decoy is acting as an agent of a Person designated by the County to monitor compliance with this chapter; or
- (3) the Youth Decoy is participating in an inspection funded in part, either directly or indirectly through subcontracting, by the Plumas County Public Health Agency or the California Department of Health Services.

Section 13. Section 5-14.11 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.11. Fines; Suspension or Revocation of License.

(a) *Suspension or Revocation of License for Violation.* In lieu of or in addition to any other penalty authorized by law, a licensee shall be fined and/or have its license suspended or revoked, as set forth below, if any court of competent jurisdiction determines, or the Department finds based on a preponderance of the evidence, after the licensee is afforded notice and an opportunity to be heard, that the licensee, or any of the licensee's agents or employees, has violated any of the requirements, conditions, or prohibitions of this chapter or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any provision of Section 5-14.02 above.

- (1) Upon a finding by the Department of a first violation of this chapter at a location within any sixty-month period, a fine of \$500 shall be issued to the Proprietor(s).
- (2) Upon a finding by the Department of a second violation of this chapter at a location within any sixty-month period, the license shall be suspended for ninety days and a fine of \$1,000 shall be issued to the Proprietor(s).

(3) Upon a finding by the Department of a third violation of this chapter at a location within any sixty-month period, the license shall be suspended for one year and a fine of \$1,500 shall be issued to the Proprietor(s).

(b) *Appeal of Suspension or Revocation.* A decision of the Department to suspend or revoke a license is appealable to the Plumas County Board of Supervisors. If such an appeal is timely made, it shall stay enforcement of the appealed action. An appeal to the Plumas County Board of Supervisors is not available for a revocation made pursuant to subsection (d) below.

(c) *Appellate Process.* Except as otherwise provided by law, any decision made appealable to the Plumas County Board of Supervisors pursuant to this chapter shall be subject to the following requirements and procedures.

(1) Any appeal must be in writing, shall state the specific reasons therefore and the grounds asserted for relief and the specific relief requested, and shall be filed with the Clerk of the Board of Supervisors within ten (10) calendar days of personal service of the notice of the action being appealed, or within fifteen (15) calendar days of mailing if the notice is only served by mail. If any Person to whom the notice of violation was given does not file a written appeal within the time and in the manner set forth above, the right to review of the Department's determination shall be deemed to have been waived, and the Department's decision shall be final.

If a written appeal is filed within the time and in the manner set forth above, the matter shall be heard by the Plumas County Board of Supervisors.

(2) Not later than fifteen (15) days after receipt of the appeal, the Clerk of the Board of Supervisors shall provide written notice to the parties of the date, time, and place of the hearing, in the manner specified above for a notice of revocation.

(3) The provisions of the Administration Procedure Act (commencing with Section 11500 of the Government Code of the State) shall not be applicable to such hearing, nor shall formal rules of evidence in civil or criminal judicial proceedings be so applicable.

A record of the hearing shall be made by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made. Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs.

A decision of the Plumas County Board of Supervisors shall be supported by substantial evidence. The Plumas County Board of Supervisors shall sustain the Department's decision if the Plumas County Board of

Supervisors finds that any lawful basis for the Department's action exists.

(4) Following the conclusion of the hearing, the Plumas County Board of Supervisors shall prepare a written decision that either grants or denies the appeal, contains findings of facts and conclusions of law, and includes notification that the time limit within which a judicial review shall be sought is governed by Code of Civil Procedure Section 1094.6. Notice of the written decision, including a copy thereof, shall be filed with the Clerk of the Board of Supervisors and served upon all parties not later than ten (10) business days following the date on which the hearing is closed.

The written decision of the Plumas County Board of Supervisors shall be the final decision of the County, and shall become final upon the date that notice thereof is mailed to the appellant by certified mail.

(5) Any determination of the Plumas County Board of Supervisors shall be subject to judicial review pursuant to Code of Civil Procedure Section 1094.5.

(d) *Revocation of License Wrongly Issued.* A Tobacco Retailer's license shall be revoked if the Department finds, after the licensee is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a license under Sec. 5-14.05 existed at the time application was made or at any time before the license issued. The decision by the Department shall be the final decision of the County. Such a revocation shall be without prejudice to the filing of a new license application.

(e) Fines and interest upon proceeds of fines shall be used exclusively to fund the tobacco retail licensing program. Fines are nonrefundable except as may be required by law.

Section 14. Section 5-14.12 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.12. Tobacco Retailing Without a Valid License.

(a) In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the Department finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any Person has engaged in Tobacco Retailing at a location without a valid Tobacco Retailer's license, either directly or through the Person's agents or employees, the Person shall be ineligible to apply for, or to be issued, a Tobacco Retailer's license as follows:

(1) After a first violation of this section at a location within any sixty-month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until thirty days have passed from the date of the violation.

(2) After a second violation of this section at a location within any sixty-month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until ninety days have passed from the date of the violation and a fine of \$500 shall be issued to the Proprietor.

(3) After of a third or subsequent violation of this section at a location within any sixty-month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until one year has passed from the date of the violation and a fine of \$1,000 shall be issued to the Proprietor.

(b) Tobacco Products and Tobacco Paraphernalia offered for sale or exchange in violation of this section are subject to seizure by the Department or any peace officer and shall be forfeited after the licensee and any other owner of the Tobacco Products and Tobacco Paraphernalia seized is given reasonable notice and an opportunity to demonstrate that the Tobacco Products and Tobacco Paraphernalia were not offered for sale or exchange in violation of this chapter. The decision by the Department may be appealed pursuant to the procedures set forth in Section 5-14.11(c). Forfeited Tobacco Products and Tobacco Paraphernalia shall be destroyed after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure section 1094.6 or other applicable law has expired without the filing of a lawsuit or, if such a suit is filed, after judgment in that suit becomes final.

(c) For the purposes of the civil remedies provided in this chapter:

- (1) each day on which a Tobacco Product or Tobacco Paraphernalia is offered for sale in violation of this chapter; or
- (2) each individual retail Tobacco Product and each individual retail item of Tobacco Paraphernalia that is distributed, sold, or offered for sale in violation of this chapter;

shall constitute a separate violation of this chapter.

Section 15. Section 5-14.13 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.13. Additional Remedies.

(a) The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

(b) Whenever evidence of a violation of this chapter is obtained in any part through the participation of a Person under the age of eighteen years old, such a Person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence

presented.

(c) Violations of this chapter are subject to a civil action brought by the District Attorney, punishable by a civil fine not less than \$250 and not exceeding \$1,000 per violation.

(d) Violations of this chapter may, in the discretion of the District Attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require.

(e) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.

(f) Violations of this chapter are hereby declared to be public nuisances.

(g) In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the District Attorney, including, for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

Section 16. Section 5-14.14 of Chapter 14 of Title 5 of the Plumas County Code is hereby added to read as follows:

Sec. 5-14.14. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this chapter, or its application to any other person or circumstance. The Board of Supervisors of the County of Plumas hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

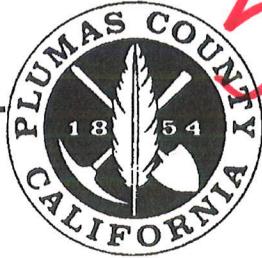
Section 17. Sections 3 through 16 of this ordinance, which amend the Plumas County Code, shall be codified. The remainder of the ordinance shall not be codified.

Section 18. The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

Section 19. This ordinance shall be published, pursuant to Section 25124 (a) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the Feather River Bulletin, a newspaper of general circulation in the County of Plumas.

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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



56

AGENDA REQUEST

For the September 20, 2016 Meeting of the Plumas County Board of Supervisors

September 12, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

Subject: Authorize the Chair of the Board of Supervisors and the Director of Public Works to Execute Amendment No. 1-B to the existing On-Call Civil Engineering and Staff Augmentation Services Contract with Willdan Engineering, Inc., in the amount not to exceed \$22,952 to prepare documents for the design and construction of improvements to Seneca Road.

Background:

The Plumas National Forest (U.S. Forest Service) and Plumas County have entered into a Road Project Agreement dated September 15, 2015 to design and perform work on the entirety of Seneca Road (County Road 306) for the purpose of improving drainage and reducing sediment transport.

This Amendment No. 1-B with Willdan Engineering, Inc., will enable the preparation of design plans, specifications and bidding documents for the construction of improvements to upper Seneca Road. Amendment No. 1-B sets forth an amount not to exceed \$22,952.00. The Amendment has been approved as to form by Deputy County Counsel Steve Mansell. The cost of the entire Amendment will be borne by USFS-PNF Fire settlement Funds.

Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors vote to authorize the Chair of the Board of Supervisors and the Director of Public Works to Execute Amendment No. 1-B to the existing On-Call Civil Engineering and Staff Augmentation Services Contract with Willdan Engineering, Inc., in the amount not to exceed \$22,952.00.

Attachment:

Amendment No. 1-B – Seneca Road (County Road 306) Drainage Improvements within the Storrie Fire Complex on the Plumas National Forest

AMENDMENT NO. 1-B
to the
PROFESSIONAL SERVICES AGREEMENT

**On-Call Environmental Civil Engineering and Staff Augmentation Services
For Transportation Improvement Projects**

The January 25, 2016 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and Willdan Engineering, a California Corporation ("Consultant"), County Contract No. PWRD – 16 – 005, is hereby amended as follows:

The "County" has identified the need for professional services on the following project:

**Seneca Road, County Road 306
Drainage Improvements
within the Storrie Fire Complex
on the Plumas National Forest
(Work Order # R6001)**

Project Background

The Plumas National Forest (U.S. Forest Service) and Plumas County have entered into a Road Project Agreement dated September 15, 2015 to design and perform work on the entirety of Seneca Road (County Road 306) for the purpose of improving drainage and reducing sediment transport.

Scope of Work

The scope of work shall be as specifically set forth in the Scope of Work, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, attached hereto as Exhibit "B" and incorporated herein by reference. The estimated cost for the Scope of Work, as outlined in Exhibit A, shall be completed on a time-and-materials basis, and shall in no case exceed Twenty-two Thousand Nine Hundred Fifty-Two Dollars and No Cents (\$22,952.00).

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Project Schedule.

The Project Schedule is attached hereto as Exhibit "C" and incorporated herein by this reference.

 Consultants Initials

 County Initials

Other Contract Provisions.

All other contract provisions set forth in the January 25, 2016 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1-B to be executed by and through their respective authorized officers, as of the date first above written.

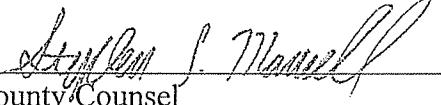
COUNTY OF PLUMAS
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:


County Counsel

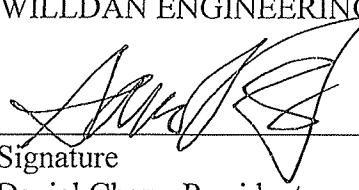
Date: 7/19/16

AGREED TO BY:

County Purchasing Officer

Date: _____

CONSULTANT
WILLDAN ENGINEERING


Signature
Daniel Chow, President

Date: 7/29/2018

Taxpayer ID Number – 95-2295858

Exhibit B

Fee Schedule

Consultant shall perform the services described in the Scope of Work - Exhibit A, on a time-and-materials basis amount not to exceed Twenty-Two Thousand Nine Hundred Fifty-Two Dollars and No Cents (\$22,952.00).

PROJECT FEE

PLUMAS COUNTY PUBLIC WORKS
Seneca Road Site Visit and Evaluation

WILDCAT		Deputy Director \$200	Project Manager IV \$181	Project Manager III/ Sr. Engineer \$164	Senior Designer II \$145	Total Hours	Total Fee
Task Description	Month						
1 Field Review	August	8	8	8	24	24	\$3,920
2 Staking		4	4	4	12	12	\$1,960
3 Final Project Design		8		16	24	24	\$3,768
4 Completion of Final Plans, Specifications and Cost Estimate		4		24	28	28	\$4,204
5 Prepare Bid Documents		4	2	16	22	22	\$3,372
6 QA/QC		4	8		12	12	\$2,112
7 Final Project Report			2	4		6	\$1,018
8						0	\$0
9							\$0
10							\$0
SUBTOTAL SITE INVESTIGATION		4	30	26	68	128	\$20,854
Per Diem Costs							
11 Lodging - 2 Nights				\$150	\$150		\$300
12 Meals - 2 Days				\$94	\$94		\$188
13 Mileage (on-site only) - assume 43 miles @ \$0.54/mile				\$23			\$23
SUBTOTAL PER DIEM COSTS		\$0	\$0	\$267	\$244	\$0	\$511
Contingency - 10%							\$2,087
TOTAL FEE							\$22,952

Exhibit C

Project Schedule

Consultant shall perform the services described in the Scope of Work –Exhibit A, no later than December 31, 2016.

BOARD OF SUPERVISORS

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



September 20, 2016

Elizabeth Norton
President, Volcanic Legacy Community Partnership
PO Box 1651
Susanville, CA 96130

Subject: Re-designation of Lava Beds National Monument as a National Park

Dear Ms. Norton:

We are writing to support federal legislation that will confer national park designation to Lava Beds National Monument. The monument is located just south of the Oregon/California border along the Volcanic Legacy Scenic Byway. The 500-mile byway extends from Crater Lake National Park in Oregon through a chain of volcanoes and geologic formations to Lassen Volcanic National Park and Susanville in northeastern California. Because of its diverse geography and history, the byway has high national significance which led to its distinction as one of only 31 All-American Roads in the United States.

We believe Lava Beds National Monument is no less worthy of national park status than Crater Lake National Park and Lassen Volcanic National Park that bookend the byway. Plumas County is the southern gateway to the byway and to Lava Beds via State Highways 89, 147 and 36.

Covering approximately 46,560 acres, Lava Beds National Monument lies on the northern flank of the great Medicine Lake Volcano, one of the largest composite volcanoes by volume in the Cascade Range. It is actually larger in volume than nearby towering Mount Shasta. As the name implies, volcanism is the most significant natural feature in Lava Beds. The geologic wonders in the monument add to the impressive array of attractions visitors will experience here. Lava Beds welcomes an average of 112,000 visitors annually.

National park designation will elevate the monument's profile and attract more visitors to this special place. As one of just 59 national parks, this designation is also economically important to local businesses. We estimate annual visitation would increase 10-20 percent over time resulting in an additional \$25.8 - \$35.5 million in new dollars to surrounding communities.

We are pleased to support this bi-state community initiative. Changing the designation to a national park does not change the monument's significant attributes, but it does alter its place in the American imagination. The change enhances its status in the eyes of the public and in doing so increases its lure to visitors from our nation and abroad. Please keep us posted of your efforts.

Thank you.

Sincerely,

Sherrie Thrall, Chair

7A



TO: Feather Publishing
FROM: Plumas County
DATE: August 8, 2016
RE: PUBLICATION OF NOTICE

Please publish the following notice in all of your newspapers in the September 7th and September 14th editions:

NOTICE

The Plumas County Board of Supervisors will open its hearing on the 2016/2017 County Budget at 1:00 p.m. on September 20, 2016. The proposed budget documents are available to members of the general public at the Board of Supervisors Office in the County Courthouse, Room 309. The hearing will take place in the Board of Supervisors Chambers in the County Courthouse, Third Floor, Room 308, Quincy, California. Any member of the general public may appear at the hearing and be heard regarding any item of the budget or for the inclusion of additional items.