

## **BOARD OF SUPERVISORS**

Michael Sanchez, Vice Chair 1<sup>st</sup> District  
Kevin Goss, 2<sup>nd</sup> District  
Sharon Thrall, 3<sup>rd</sup> District  
Lori Simpson, 4<sup>th</sup> District  
Jeff Engel, Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF APRIL 10, 2018 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

**[www.countyofplumas.com](http://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) AGRICULTURE/WEIGHTS AND MEASURES**

Approve and authorize the Chair to sign FY 2018-2019 Wildlife Services Cooperative Service Agreement and Financial Plan of \$71,876 to eliminate problem animals in the urban environment for the protection of livestock and property within Plumas and Sierra counties; approved as to form by County Counsel

#### **B) BEHAVIORAL HEALTH**

Approve and authorize the Chair to sign Sales Agreement between County of Plumas and Pacific Mobile Structures, not to exceed \$24,818, to buy-out lease of mobile unit (10x30 mobile office); approved as to form by County Counsel

#### **C) SHERIFF**

- 1) Approve and authorize the Chair to sign annual amendment to the 2018 Cooperative Law Enforcement Agreement between County of Plumas and the U.S. Forest Service of \$17,000 for reimbursement to the Sheriff for services provided; approved as to form by County Counsel
- 2) Authorize payment of \$6,486 to Department of General Services, without a contract, for review of County Real Estate Due Diligence package as required by SB844-Adult Local Criminal Justice Facilities Construction Program
- 3) Approve and authorize the Sheriff to sign Service Agreement between County of Plumas and Valley Industrial Communications, Inc., not to exceed \$50,000, for public safety communication needs; approved as to form by County Counsel

#### **D) ENVIRONMENTAL HEALTH**

Adopt **RESOLUTION** authorizing Annual Submittal of Solid Waste Local Enforcement Agency (LEA) Grant for FY 2018-2019; and authorize the Director of Environmental Health to sign various assurances; approved as to form by County Counsel

**E) FACILITY SERVICES**

Approve and authorize the Chair to sign Agreement between County of Plumas and Heat Transfer Systems, not to exceed \$9,880.83, as part of the Social Services build-out project; approved as to form by County Counsel

**F) BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Indian Valley Chamber of Commerce: Gold Digger Days Parade – July 21, 2018 at 10:30 a.m.; and Veterans Day Parade – November 11, 2018 at 10:30 a.m.)

**G) PUBLIC WORKS**

- 1) Authorize the Department of Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Road Maintenance Worker position, Quincy District, created by retirement
- 2) Authorize the Department of Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Road Maintenance Worker position, La Porte District, created by promotion

**H) TREASURER/TAX COLLECTOR**

Authorize the Treasurer/Tax Collector to recruit and fill vacant, funded and allocated 1.0 FTE Treasurer Tax/Collections Officer I position, created by in-county transfer

**2. PLUMAS NATIONAL FOREST**

Overview of Plumas National Forest Fire Settlement Projects

**3. DEPARTMENTAL MATTERS**

**A) SOCIAL SERVICES – Elliott Smart**

Child Abuse Prevention Council: Adopt **PROCLAMATION** Proclaiming April 2018 as Child Abuse Prevention Awareness Month in Plumas County. **Roll call vote**

**B) BEHAVIORAL HEALTH – Louise Steenkamp**

Adopt **RESOLUTION** approving the Behavioral Health Department's Mental Health Services Act (MHSA) Annual Update, 2017-2018 to the current Program and Executive Plan, 2017-2020, and authorizing the Department Director to Submit the Annual Update to the State of California Mental Health Services Oversight and Accountability Commission. **Roll call vote**

**4. BOARD OF SUPERVISORS**

- A. Accept letter of retirement from Elliott Smart, Director of Social Services, effective June 30, 2018; and direct Human Resources to begin recruitment to fill the position; discussion and possible action
- B. Set interview date(s) for the position of Behavioral Health Director; Director of Facility Services; and Director of Public Health
- C. Continued from April 3, 2018, discussion and possible action regarding the position of County Administrative Officer and supporting job description
- D. Discussion and possible action regarding response to the FY 2017-2018 Plumas County Civil Grand Jury Jail Report, received on March 27, 2018
- E. Correspondence
- F. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

## **5. CLOSED SESSION**

### **ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

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

### **REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

### **ADJOURNMENT**

Adjourn meeting to Tuesday, April 17, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.



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

# Plumas-Sierra Counties

## Department of Agriculture

**Agriculture Commissioner**  
**Sealer of Weights and Measures**



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

**Date:** March 30, 2018

**To:** Honorable Board of Supervisors 

**From:** Tim Gibson, Agricultural Commissioner/  
Sealer of Weights & Measures

**RE:** Wildlife Services Cooperative Service Agreement and Financial Plan  
Agreement #18-73-06-0275-RA

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

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

Cost to the county under this agreement for FY 2018-19 is \$71,876.00, which is a 3% increase over last year's contract. These county costs are partially offset through fees charged for services, Sierra County Memorandum of Understanding agreement, and partial reimbursement by the State of California unclaimed gas tax fund. This agreement has been approved to form by County Counsel.

# PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971  
(530) 283-6307 FAX (530) 283-6045

Louise Steenkamp, Acting Director



DATE: March 23, 2018

TO: Honorable Board of Supervisors

FROM: Louise Steenkamp, Behavioral Health Acting Director

SUBJECT: Approve and authorize the Board Chair to sign the following Sales Agreement with Pacific Mobile Structures:

- Buy-out lease of mobile unit # 9119, a 10X30-office for purchase price \$ 24,818.34 included in package; foundation material, switch-back ramp and Title Transfer Fees.

## **Recommendation**

It is respectfully requested that the Board of Supervisors approve and authorize the Sales Agreement with Pacific Mobile Structures, which has been approved as to form by County Counsel.

## **Background and Discussion**

For the past year, the Behavioral Health Department has been leasing an office trailer located at Quincy Junction and Bell Lanes in Quincy. The trailer provides additional office space necessary for Behavioral Health Therapists serving clients at the Drop In Center. In anticipation of modifications to the Sierra House including the tear down of the garage adjacent to the Sierra House, items have been re-located to the trailer. Half of the trailer will continue to be used for necessary office space for clinical therapy. The trailer is fully functional with electricity, heat and air conditioning and already has a ramp for access. We would like to purchase the trailer as it is more cost effective in the long run for ongoing use.

County Counsel has reviewed and approved the contract. No general funds will be used for this purchase.

Thank you.



GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR


# Office of the Sheriff

## Office of Emergency Services

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

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## Memorandum

**DATE:** March 28, 2018  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of April 10, 2018

### It is recommended that the Board:

Approve and sign the annual amendment to the Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Plumas National Forest, Exhibit A - FY 2018 in the amount of \$17,000.00.

### Background and Discussion:

The purpose of this agreement is to maintain a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on national forest service lands and provide for reimbursement to the Sheriff for the services provided.

Exhibit A will be in effect from October 1, 2017 through September 30, 2018. This is updated annually so that changes can be made if applicable to the funding allocation, reimbursement rates, etc. The USFS enters into an agreement with the Sheriff for law enforcement patrols on National Forest System lands. The USFS reimburses the Sheriff's Office for expenses related to law enforcement patrols performed under the agreement on National Forest System lands.

Agreements have been approved as to form by County Counsel.



FS Agreement No. 16-LE-11051360-023  
Modification No. Mod. 007  
Cooperator Agreement No.

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**  
**Between The**  
**COUNTY OF PLUMAS, A POLITICAL SUBDIVISION OF THE STATE**  
**OF CALIFORNIA, BY AND THROUGH ITS SHERIFF'S OFFICE**  
**And the**  
**USDA, FOREST SERVICE**  
**PLUMAS NATIONAL FOREST**

**2018 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the County of Plumas, a political subdivision of the State of California, by and through its Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Plumas National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-111051360-023 executed on January 05, 2016. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2017 and ending September 30, 2018

Previous Year Carry-over: \$0.00

Current FY-2018 Year Obligation: \$17,000.00

**FY-2018 Total Annual Operating Plan: \$17,000.00**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Greg Hagwood, Sheriff 400 E. Main Quincy, CA 95971 Telephone: (530) 283-6300 Fax: (530) 283-6344 Email: <a href="mailto:ghagwood@pcso.net">ghagwood@pcso.net</a>	Roni Towery, Admin 1400 E. Main Street Quincy, CA 95971 Telephone: (530) 283-6396 Fax: (530) 283-6344 Email: <a href="mailto:roni@pcso.net">roni@pcso.net</a>



**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Michelle Barrios, Patrol Captain 159 Lawrence Street Quincy, CA 95971 Telephone: (530) 283-7769 Email: <a href="mailto:mbarrios@fs.fed.us">mbarrios@fs.fed.us</a>	Cynthia Lusk, Program Assistant 159 Lawrence Street Quincy, CA 95971 Telephone: (530) 283-7775 Email: <a href="mailto:clusk@fs.fed.us">clusk@fs.fed.us</a>
	<b>U.S. Forest Service Grants and Agreement Contact</b>
	Geraldine C. Bordash (Gerri) Grants Management Specialist Pacific Southwest Region 1323 Club Drive Vallejo, CA 94592-1110 Office: 707-568-8782 FAX: 707-562-9144 Email: <a href="mailto:gbordash@fs.fed.us">gbordash@fs.fed.us</a>

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.575/mile patrolled

Per diem rate is \$51/day ME&I + \$91.00 for lodging actuals, per day

Wages at the prevailing rate of \$28.50/hour plus fringe benefits of \$9.50 for a total rate of \$38.00/Hour. Overtime at the rate of \$42.75/hour plus .75 fringe benefits for a total of \$43.50 Hour.

**II. PATROL DISPATCH ACTIVITIES:**

- A. Plumas County will be an unscheduled service.

**Total reimbursement for this category shall not exceed the amount of: \$3,000.**

**III. PATROL ACTIVITIES:**

Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

- A. Patrol on following U.S. Forest Service roads:

Roads designated and maintained by the U.S. Forest Service within the Cooperator's jurisdiction.



1. Patrol in the following campgrounds, developed sites, or dispersed areas:

**Bucks Lake Area:** Patrol four hours one day of all weekends and occasional short patrols during the week.

**Snake Lake – Deane’s Valley Areas:** Occasional short patrols during the week and on Friday nights after 2200 hours, especially on Holiday weekends.

**Antelope Lake Recreation Area:** Two four hour patrols each Friday and Saturday. Patrols should cover evening hours, occasionally extending to 2200 hours when the campgrounds are full. Make contact with the Campground Host during the patrol.

**North Fork of the Feather River, Highway 70:** Patrol four hours one day of all weekends and an occasional short patrol during the week. Coordinate with CHP and District LEO’s as needed.

**Lake Davis Recreation Area:** Patrol four hours one day of all weekends and occasional short patrols during the week, to include dispersed camping sites such as Crocker Campground, Little Summit Lake and Ross Meadow,

**Frenchman Lake Recreation Area:** Patrol eight hours Friday and Saturday, four hours on Sunday, to include dispersed camping sites such as Meadow View Campground, Snow Lake, Frenchman Cove and Grigsby Creek.

**Lakes Basin Area:** Include Jackson Creek and Sloat area near Poplar Valley.

**Little Grass Valley Reservoir:** Patrol six hours on all Fridays and/or Saturdays with emphasis on hours extending to 2200 or later and respond to specific calls for service. Check in with Campground Host prior to leaving the area.

Additional patrols during the three (3) major summer holiday weekends as needed or requested.

Total reimbursement for this category shall not exceed the amount of: \$14,000.00.

Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$17,000.00



#### IV. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include, but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Request for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual operating Plan.
1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
  2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of person and their property.
  3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of Incident will normally coordinate their activities with the designated officer in charge of the incident.

#### V. BILLING FREQUENCY:

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

For services requested in items I, II, and agreed to under III and IV, reimbursement will be based on itemized bills, along with certifications that the services have been performed. Final billings for reimbursement must be received by the U.S. Forest Service before October 30, 2018.

- A. Hard copy or scanned/mailed version of billing/invoices should go to:



**Michelle Barrios, Patrol Captain**  
**159 Lawrence Street**  
**Quincy, CA 95971**  
[mbarrios@fs.fed.us](mailto:mbarrios@fs.fed.us)

**AND**

U.S. Forest Service  
Albuquerque Service Center  
Payments, Grants & Agreements  
101 B Sun Avenue NE  
Albuquerque, NM 87109  
[Asc\\_ga@fs.fed.us](mailto:Asc_ga@fs.fed.us)

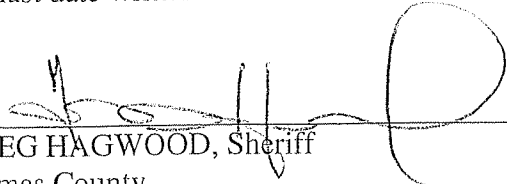
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$14,000.00	N/A
Dispatch	\$3,000.00	N/A
Equipment	N/A	N/A
Special Enforcement Situations	N/A	N/A
<b>Total</b>	<b>\$17,000.00</b>	<b>N/A</b>


- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.



In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

  
GREG HAGWOOD, Sheriff  
Plumas County

3/27/18  
Date

  
DANIEL LOVAO, Forest Supervisor  
U.S. Forest Service, Plumas National Forest

3/8/2018  
Date

PLUMAS COUNTY SUPERVISOR

Date

DON HOANG, Special Agent in Charge  
U.S. Forest Service, Pacific Southwest Region

Date

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

  
GERALDINE C. BORDASH  
U.S. Forest Service Grants Management Specialist

02/23/2018  
Date

#### Burden Statement

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

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

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

Approved as to form:

  
Gretchen Stuhr  
Deputy Plumas County Counsel

3/26/18

Law Enforcement Billing Summary  
PATROL

USDA Forest Service, Plumas NF	County: PLUMAS
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Law Enforcement Billing Summary	Month:	Year:
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Check appropriate block: <input checked="" type="checkbox"/> X    Coop Patrol <input type="checkbox"/> Controlled Substance Operations
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A. Total Patrol/Labor Hours:	
B. Rate per Hour:	\$
C. Total Salary Reimbursement: (subtotal 1)	\$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
E. Total of D1 - D4 (subtotal 2)	\$
F. Total Invoice Reimbursement:	\$
G. Total Reimbursement for Maximum Op Plan Amt:	\$

Certification Statement

County Sheriff		USFS Patrol Captain	
I certify the above billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	USFS Patrol Captain	Date





USDA  
Forest Service

**LAW ENFORCEMENT ACTIVITY  
REPORT**  
(Ref. FSM 5300)

Agreement Number  
16-LE-11051360-023

Initial ☐ Follow Up ☐

1. Cooperator (Department Name): Plumas County Sheriff's Department		2. National Forest: Plumas				
3. Record (1)	4. Action Code (2) (FS Use Only) U-Update	5. Unit Identification (3-11)			6. Date (12-5)	
		Region 05	Forest 11	State CA	County Plumas	Month 
7. Patrol Units (16-18)  		8. Search and Rescue Missions Hours (19-22) No. (23-24) 		9. Property Stolen (25-30) Dollars 		
10. Property Recovered (31-36) Dollars 				11. Controlled Substances Seized (37-45) Dollars (Street Value) 		
12. Record (1)		13. Number of Crimes Occurring on National Forest System Lands				
13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)			13d. Non-Coop Agreement Activities (21-23)	

**PART I - FBI UNIFORM CRIME REPORTING**

01	Criminal Homicide		
02	Forcible Rape		
03	Robbery		
04	Aggravated Assault		
05	Burglary - Breaking or Entering		
06	Larceny - Theft (Except Motor Vehicle)		
07	Motor Vehicle - Theft		
08	Arson		

**PART II - FBI UNIFORM CRIME REPORTING**

09	Other Assaults (simple)		
10	Stolen Property by Buying, Receiving, Possessing		
11	Vandalism		
12	Weapons - Carry, Possessing		
13	Narcotic Drug Law		
14	Driving Under the Influence		
15	Liquor Laws		
16	Drunkenness		
17	Disorderly Conduct		
18	All Other Offenses		

**PART III - COOPERATOR ASSISTS**

19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:

**NOTE:** This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.







# Office of the Sheriff


## Office of Emergency Services

1C2

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** March 29, 2018  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of April 10, 2018

### It is recommended that the Board:

Authorize Auditor to pay invoice to Department of General Services for services provided without a service contract.

### Background and Discussion:

The Department of General Services reviewed the County Real Estate Due Diligence package as required by SB844 – Adult Local Criminal Justice Facilities Construction Program. This expense pertains to the building of the new Plumas County Public Safety & Rehabilitation Center.

The Sheriff's Office respectfully requests Board approval to submit invoice #0000001108802 in the amount of \$6,486.00 received from Department of General Services to the Auditor for payment and authorize the Auditor to pay the invoice submitted without a service contract.

## STATE OF CALIFORNIA

VENDOR #

FUND # 0093

FUND # 0093

[illegible]Contract Attached Y/N     

Sales Tax Journal Attached Y/N \_\_\_\_\_ # \_\_\_\_\_

Fixed Asset Form Attached Y/N\_\_\_\_\_

W/9 Form Attached Y/N \_\_\_\_\_

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

FIRM NAME

3/29/2018

DATE \_\_\_\_\_

BY

**TITLE**

SIGNATURE OF CLAIMANT/VENDOR

Auditor's Use Only		DEPARTMENT/DISTRICT APPROVAL:	
Vendor #		I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon; that the articles have been delivered or the services have been performed by the claimant as set forth with the exception noted.	
Audited			
Input			
Checked			
Date Stamp:		Claim is thereby approved for the sum of _____ \$6,486.00 Signed <u>Rose Jowers</u> Title <u>Fiscal Officer</u>	
		<b>For Districts</b> District _____ If applicable: _____ Second Signature _____	



GENERAL SERVICES

Department of General  
Services

## INVOICE

Page 1 of 3

Office Name: RESD-Asset Mgmt. Branch  
Type of Service: 2870-RESD-AMB-Real Property Svcs

Customer ID	Customer Name and Address
0B3149	PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS 1834 EAST MAIN ST QUINCY CA 95971

Invoice Date	Invoice ID
15-Mar-2018	0000001108802

Project Title: Plumas County Jail and Day Rep  
Address: PLUMAS COUNTY  
PLUMAS COUNTY  
CA

Service Period: 02-2018 to 02-2018

Bill Line No.	Description	Project	Activity	Transaction Date	Order Number	Quantity	Price/Rate	Amount
1	RPSS Single Hourly Rate	000000000003457	RT	02/05/2018		1.32	138.00	\$182.16
Empl/Supplier: CARDWELL,JILL								Expenditure Type: REG
2	RPSS Single Hourly Rate	000000000003457	RT	02/06/2018		3.96	138.00	\$546.48
Empl/Supplier: CARDWELL,JILL								Expenditure Type: REG
3	RPSS Single Hourly Rate	000000000003457	RT	02/12/2018		0.66	138.00	\$91.08
Empl/Supplier: CARDWELL,JILL								Expenditure Type: REG
4	RPSS Single Hourly Rate	000000000003457	RT	02/21/2018		2.64	138.00	\$364.32
Empl/Supplier: CARDWELL,JILL								Expenditure Type: REG
5	RPSS Single Hourly Rate	000000000003457	RT	02/22/2018		3.96	138.00	\$546.48
Empl/Supplier: CARDWELL,JILL								Expenditure Type: REG
6	RPSS Single Hourly Rate	000000000003457	RT	02/23/2018		5.28	138.00	\$728.64
Empl/Supplier: CARDWELL,JILL								Expenditure Type: REG
7	RPSS Single Hourly Rate	000000000003457	RT	02/26/2018		3.96	138.00	\$546.48
Empl/Supplier: CARDWELL,JILL								Expenditure Type: REG
8	RPSS Single Hourly Rate	000000000003457	RT	02/27/2018		3.96	138.00	\$546.48



GENERAL SERVICES  
Department of General  
Services

# INVOICE

Page 2 of 3

Office Name: RESD-Asset Mgmt. Branch  
Type of Service: 2870-RESD-AMB-Real Property Svcs

Customer ID	Customer Name and Address
0B3149	PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS 1834 EAST MAIN ST QUINCY CA 95971

Invoice Date	Invoice ID
15-Mar-2018	0000001108802

Project Title: Plumas County Jail and Day Rep  
Address: PLUMAS COUNTY  
PLUMAS COUNTY  
CA

Service Period: 02-2018 to 02-2018

Bill Line No.	Description	Project	Activity	Transaction Date	Order Number	Quantity	Price/Rate	Amount
Empl/Supplier: CARDWELL,JILL Expenditure Type: REG								
9	RPSS Single Hourly Rate	000000000003457	RT	02/28/2018		5.28	138.00	\$728.64
Empl/Supplier: CARDWELL,JILL Expenditure Type: REG								
10	RPSS Single Hourly Rate	000000000003457	RT	02/05/2018		0.68	138.00	\$93.84
Empl/Supplier: CARDWELL,JILL Expenditure Type: REG								
11	RPSS Single Hourly Rate	000000000003457	RT	02/06/2018		2.04	138.00	\$281.52
Empl/Supplier: CARDWELL,JILL Expenditure Type: REG								
12	RPSS Single Hourly Rate	000000000003457	RT	02/12/2018		0.34	138.00	\$46.92
Empl/Supplier: CARDWELL,JILL Expenditure Type: REG								
13	RPSS Single Hourly Rate	000000000003457	RT	02/21/2018		1.36	138.00	\$187.68
Empl/Supplier: CARDWELL,JILL Expenditure Type: REG								
14	RPSS Single Hourly Rate	000000000003457	RT	02/22/2018		2.04	138.00	\$281.52
Empl/Supplier: CARDWELL,JILL Expenditure Type: REG								
15	RPSS Single Hourly Rate	000000000003457	RT	02/23/2018		2.72	138.00	\$375.36
Empl/Supplier: CARDWELL,JILL Expenditure Type: REG								
16	RPSS Single Hourly Rate	000000000003457	RT	02/26/2018		2.04	138.00	\$281.52



## INVOICE

Page 3 of 3

GENERAL SERVICES

Department of General  
ServicesOffice Name: RESD-Asset Mgmt. Branch  
Type of Service: 2870-RESD-AMB-Real Property Svcs

Customer ID	Customer Name and Address
0B3149	PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS 1834 EAST MAIN ST QUINCY CA 95971

Invoice Date	Invoice ID
15-Mar-2018	0000001108802

Project Title: Plumas County Jail and Day Rep  
Address: PLUMAS COUNTY  
PLUMAS COUNTY  
CA

Service Period: 02-2018 to 02-2018

Bill Line No.	Description	Project	Activity	Transaction Date	Order Number	Quantity	Price/Rate	Amount
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Empl/Supplier: CARDWELL,JILL

Expenditure Type: REG

17	RPSS Single Hourly Rate	000000000003457	RT	02/27/2018		2.04	138.00	\$281.52
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Empl/Supplier: CARDWELL,JILL

Expenditure Type: REG

18	RPSS Single Hourly Rate	000000000003457	RT	02/28/2018		2.72	138.00	\$375.36
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Empl/Supplier: CARDWELL,JILL

Expenditure Type: REG

Bill Line Subtotal: \$6,486.00  
TOTAL AMOUNT DUE: \$6,486.00

For questions concerning this invoice, please contact the RESD-Asset Mgmt. Branch by calling (916) 375-4696

Please return this portion with Payment

Send all Payment Remittance to the address below:

Payable To: Department of General Services Fund: Property Acquisition Law Money

Mail To: P.O. Box 989053 Customer ID: 0B3149 Please Pay: \$ 6,486.00  
West Sacramento CA Customer Name: PLUMAS COUNTY  
95798-9053 Invoice No.: 0000001108802  
Invoice Date: 03-15-2018 Amount Paid: \_\_\_\_\_

For Credit card use only: Complete the information below indicating invoice(s) and amount(s). Remit to the address above.

Print Name as appears on card: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_  
Circle Type of Card: MC Visa Discoverer AMEX Phone Number with area code(\_\_\_\_) \_\_\_\_\_  
Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_



GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

1C3

**DATE:** April 2, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Gregory Hagwood

**RE:** Agenda Item for the meeting of April 10, 2018

**Recommended Action:**

Review and authorize the Sheriff to sign a service agreement with Valley Industrial Communications.

**Background and Discussion:**

The Sheriff's Office has found a need to have concurrent contracts with two separate communication systems and equipment vendors. This need is twofold, first many of the Sheriff's Office communication projects are grant funded and it is no longer permissible to use an existing contract for that work unless it was bid competitively. This will require receiving bids from multiple companies and award the project to the lowest bidder. Additionally our current prime vendor for communication related services, Sierra Electronics, has recently shown their workload outpaces their staffing, which at times has created delays for County public safety communication needs.

This contract with Valley Industrial will help us to meet the competitive quote process necessary for many of our communication projects and allow a back-up should Sierra Electronics not be able to respond to our needs in the time frame we need.

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

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Valley Industrial Communications, Inc, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services and rates 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 Fifty Thousand Dollars (\$50,000).
3. Term. The term of this agreement shall be from April 15, 2018 through April 14, 2019, 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 thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

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

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.
22. Non-solicitation of Employees: The Parties agree that during and for a period of twenty-four (24) months following the termination of this agreement, neither Party shall solicit for employment any individual that was employed by the other party.

County:

Sheriff's Office  
County of Plumas  
1400 E Main St  
Quincy, CA 95971  
Attention: Gregory Hagwood

Contractor:

Valley Industrial Communications, Inc.  
5040 Caterpillar Rd.  
Redding, CA 96003  
Attention: Eric Marler

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. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. **NOTE: Only for contracts in excess of \$10,000.]**

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

**CONTRACTOR:**

Valley Industrial Communications, Inc.  
a California corporation

By: \_\_\_\_\_  
Name:  
Title:  
Date signed:


By: \_\_\_\_\_  
Name:  
Title:  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name:  
Title:  
Date signed:

**APPROVED AS TO FORM:**

 Deputy 3/16/18  
R. Craig Settlemire  
Plumas County Counsel

*[Note with respect to Contractor signatures: Individuals shall sign on their own behalf. A general partner must sign on behalf of any partnership.]*

**IMPORTANT:** *With respect to corporations, we need you to follow one of the following two procedures:*

*(1) Under Corporations Code Section 313, we need two signatures, one from each of these two categories:*

- A. Chairman of the Board, the President or any Vice President; and*
- B. The Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

*Unfortunately, President and VP are insufficient, as they are both from category 1. President and Secretary, though, would work, as would Vice President and CFO, as examples. Moreover, if one person holds offices in each of the two categories (e.g., "Joe Smith, VP and CFO"), then that person's single signature would suffice.*

*(2) An alternative procedure would be to obtain from Contractor a copy of the resolution from its Board of Directors that states who at the company has authority to sign for different types of transactions, and then verify that the person executing this Agreement has authority to do so. For a larger corporation, this is the more likely procedure, and any well-run corporation will have this document ready to give to you upon request.]*

**EXHIBIT A**

**Scope of Work**

Communication equipment related work as specified by County in solicitation for bids for specified projects.

## **EXHIBIT B**

### **Fee Schedule**

Valley Industrial Communications, Inc.  
5040 Caterpillar Rd.  
Redding, CA 96003  
P.O. Box 990970  
Redding, CA 96099-0970  
(530) 241-6025

Valley Industrial Communications, Inc.

Rate changes effective 10/1/2017

\* 2017 HOURLY LABOR RATES \*

VALLEY (INSTALLATION/BAY RATES) LABOR CODE: NON-PREVAILING WAGE:

REGULAR, IN-SHOP OR ON-SITE	\$95.00	Installation
OT/HOL, IN-SHOP OR ON-SITE	\$150.00	Installation
OT" DT/ HOL OT, IN-SHOP OR ON-SITE	\$190.00	Installation

DT" (TECHNICIAN RATES) NON-PREVAILING WAGE:

REGULAR, IN-SHOP OR ON-SITE	\$115.00	Inshop or Onsite
OT/HOL, IN-SHOP OR ON-SITE	\$175.00	Inshop - OT or Onsite - OT
DT/ HOL OT, IN-SHOP OR ON-SITE	\$230.00	Inshop - DT or Onsite - DT

(PREVAILING WAGE) PREVAILING WAGE - CONTRACT RATE:

REGULAR, IN-SHOP OR ON-SITE	\$144.00	PRV WAGE - CONTRACT
OT/HOL, IN-SHOP OR ON-SITE	\$230.00	PRV WAGE - C - OT
DT/ HOL OT, IN-SHOP OR ON-SITE	\$298.00	PRV WAGE - C - DT

PREVAILING WAGE - NON-CONTRACT RATE:

REGULAR, IN-SHOP OR ON-SITE	\$164.00	PRV WAGE - NC
OT/HOL, IN-SHOP OR ON-SITE	\$260.00	PRV WAGE - NC - OT
DT/ HOL OT, IN-SHOP OR ON-SITE	\$338.00	PRV WAGE - NC - D



# Plumas County Environmental Health

270 County Hospital Rd., Ste 127, Quincy CA 95971

Phone 530-283-6355 ~ FAX 530-283-6241

1D

**Date:** March 27, 2018  
**To:** Honorable Board of Supervisors  
**From:** Jerry Sipe, Environmental Health  
**Agenda:** Consent Agenda Item for April 10, 2018

**Item Description/Recommendation:** Approve a Resolution authorizing annual submittal of the solid waste Local Enforcement Agency (LEA) Grant for FY 2018/19, and authorize the Director of Environmental Health to sign various assurances as the Board's designee.

**Background Information:** As the Board is aware, Environmental Health is the designated Local Enforcement Agency (LEA) for the county's solid waste program, providing solid waste facilities permit and inspection services. To help off-set costs for this state-mandated local enforcement program, the California Department of Resources, Recycling and Recovery (CalRecycle) provides grant funds to local jurisdictions. It is time to submit the Plumas County application for FY 2018/19 funding. It is anticipated that approximately \$17,000 will be available to Plumas County next fiscal year.

At this time, the Board is asked to approve a Resolution authorizing submittal of an application to CalRecycle for the Local Enforcement Agency Grant for FY 2017-18, and authorize the Environmental Health Director to sign various assurances as the Board's designee. A copy of the Resolution, approved to form by County Counsel, is attached. If you have any questions, please contact me at 283-6367.

Thank you.

enclosure



Resolution Number \_\_\_\_\_

CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY  
LOCAL ENFORCEMENT AGENCY GRANT APPLICATION

**RESOLUTION AUTHORIZING  
LOCAL ENFORCEMENT AGENCY GRANT APPLICATION**

**WHEREAS,** Public Resources Code Sections 40000 et seq. authorizes the California Department of Resources, Recycling and Recovery (Cal Recycle) to administer grant funds to support the Local Solid Waste Enforcement program; and

**WHEREAS,** Environmental Health is the state-certified Local Enforcement Agency for solid waste in Plumas County; and

**WHEREAS,** Cal Recycle grant application procedures require, among other things, an applicant's governing body to declare by Resolution certain authorizations related to the administration of Cal Recycle grants,

**NOW, THEREFORE, BE IT RESOLVED** that the Plumas County Board of Supervisors authorizes the submittal of an application to the California Department of Resources, Recycling and Recovery for a Local Enforcement Agency Grant for the Fiscal Year 2018-19. The Environmental Health Director is authorized and empowered by the Plumas County Board of Supervisors to execute all necessary application, contract, agreements and amendments for the purposes of securing grant funds and to implement and carry out this program provided, however, that any contract, agreement or amendment requisitioning goods or services shall remain subject to the Plumas County Purchasing Policy.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of the Board of Supervisors on April 10, 2018.

Ayes:

Noes:

Absent:


Abstain

\_\_\_\_\_  
Chair, Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

Approved as to form:

 3/26/18  
Stephen Stuhr  
Plumas County Counsel



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

1/E

Kevin Correia  
Interim Director

Board Date: April 10, 2018

To: The Honorable Board of Supervisors

From: Kevin Correia, Interim Director

Subject: **Approve and authorize the Board Chair to sign and execute Agreement with Heat Transfer Systems in the amount of \$9,880.83 as part of the Social Services Build Out project paid for by Social Services.**

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### Background

Heat Transfer Systems will remove old and install new diffusers and ducting in the Social Services Department in order to have effective heating for their eight office addition.

### Recommendation

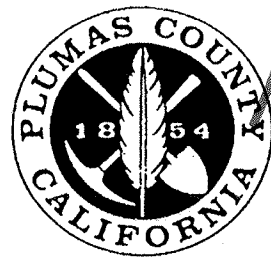
Approve and authorize the Board Chair to sign and execute Agreement with Heat Transfer Systems in the amount of \$9,880.83 as part of the Social Services Build Out project paid for by Social Services.

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

# BOARD OF SUPERVISORS

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MICHAEL SANCHEZ, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



April 10, 2018

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request**  
**INDIAN VALLEY CHAMBER OF COMMERCE**

- Gold Digger Days Parade – July 21, 2018, 10:30 a.m.
- Veterans Day Parade – November 11, 2018, 10:30 a.m.

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

Sincerely,

Jeff Engel, Chair

Cc: Plumas County Director of Public Works

## **PRESS RELEASE**

**INDIAN VALLEY CHAMBER OF COMMERCE  
408 MAIN STREET  
P.O. BOX 516  
GREENVILLE, CALIFORNIA 95947  
530.284.6633**

**STATE HIGHWAY STREET CLOSURE- HWY. 89- MAIN STREET- GREENVILLE,  
CALIFORNIA 95947**

- 1. GOLD DIGGER DAYS- JULY 21, 2018- PARADE- 10:30 A.M.-NOON**
- 2. VETERAN'S DAY PARADE- NOVEMBER 11, 2018- 10:30 A.M.- NOON**

**THANKS SO MUCH.  
JEFF TITCOMB  
TREASURER / IVCC**

**[www.indianvalleychamber.org](http://www.indianvalleychamber.org)  
[indianvalleychamber@frontiernet.net](mailto:indianvalleychamber@frontiernet.net)  
[luketitcomb@gmail.com](mailto:luketitcomb@gmail.com)**

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## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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




### CONSENT AGENDA REQUEST

For the April 10, 2018 meeting of the Plumas County Board of Supervisors

April 2, 2018

To: Honorable Board of Workers

From: Robert Perreault, Director of Public Works 

Subject: Authorization for the Department of Public Works/Road Department to fill the vacancy of one (1) FTE PW Road Maintenance Worker position in the Quincy Road Maintenance District.

### Background:

A Road Maintenance Worker from the Public Works Department has announced his retirement from the Department effective April 27, 2018. As a result of the retirement, there will be a vacancy for a Road Maintenance Worker in the Public Works Department in the Quincy Maintenance District.

This position is funded and allocated in the FY17/18 Public Works budget.

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

### Recommendation:

The Director of Public Works respectfully recommends that the Board of Workers authorize the Department to fill the vacancy of one (1) FTE PW Road Maintenance Worker in the Quincy Maintenance District.

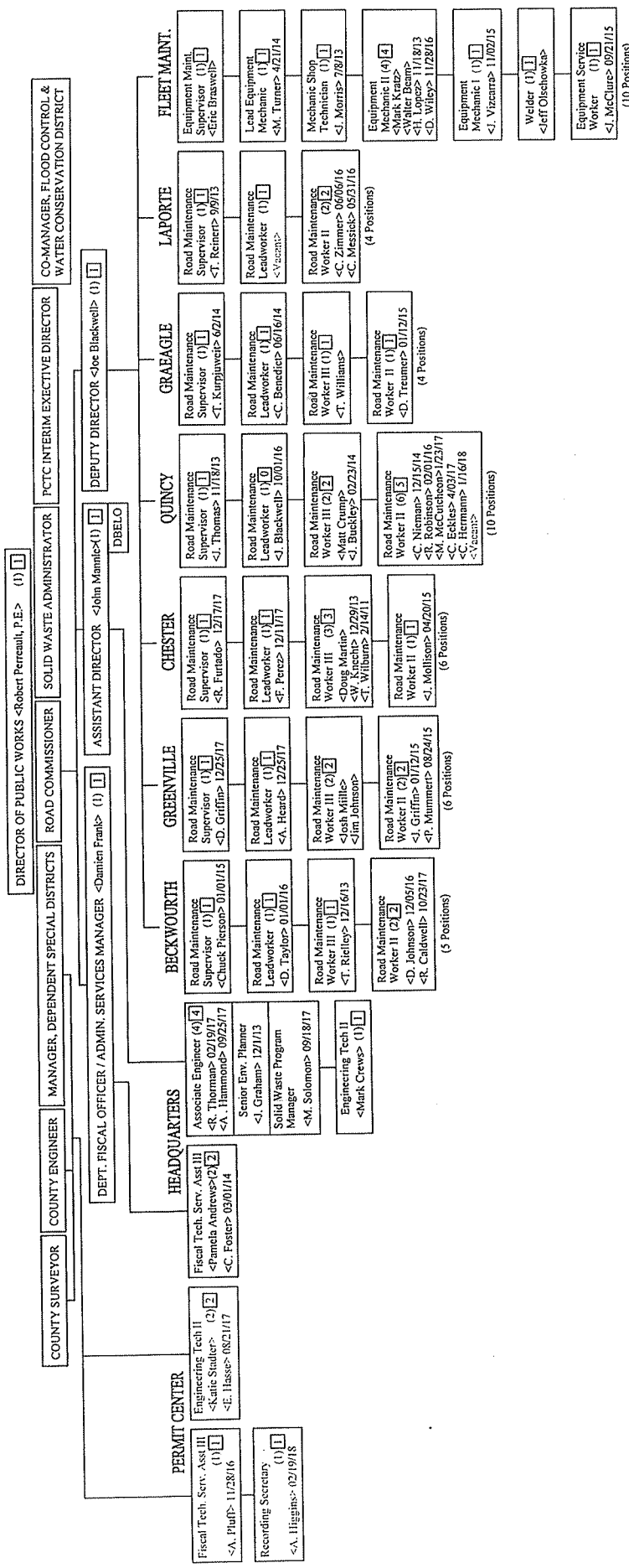
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Public Works Maintenance Worker I/II Worker Position Quincy**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.**
- Why is it critical that this position be filled at this time?  
**Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal.**
- How long has the position been vacant?  
**Less than one week.**
- Can the department use other wages until the next budget cycle?  
**The department's wage and benefits portion of the 16/17 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
**None**
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

14/15	(\$3,070,755)	15/16	(\$1,000,000)	16/17	\$0
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# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART

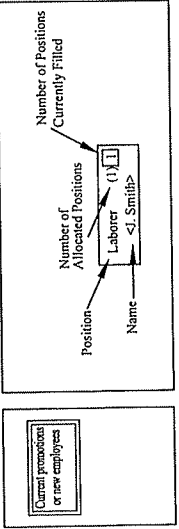


## PERSONNEL SUMMARY

Total	Road Dept.	Engineering
Allocations: (60)	(57)	(3)
Currently Filled: (53)	(51)	(2)

\*Note: Total Allocated Positions For Combined Road Maint. Workers I-II:(22)  
 \*\*Note: Total Allocated Positions For Combined Equipment Mechanics I-II / Welder:(7)

## LEGEND



Director of Public Works  
Revision Date: March 27, 2018



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## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

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



### CONSENT AGENDA REQUEST

For the April 10, 2018 meeting of the Plumas County Board of Supervisors

April 2, 2018

To: Honorable Board of Workers

From: Robert Perreault, Director of Public Works

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

Subject: Authorization for the Department of Public Works/Road Department to fill the vacancy of one (1) FTE PW Road Maintenance Worker position in the La Porte Road Maintenance District.

### Background:

A Road Maintenance Worker from the Public Works Department has been promoted to Lead Maintenance Worker effective April 16, 2018. As a result of the promotion, there will be a vacancy for a Road Maintenance Worker in the Public Works Department in the La Porte Maintenance District.

This position is funded and allocated in the FY17/18 Public Works budget.

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

### Recommendation:

The Director of Public Works respectfully recommends that the Board of Workers authorize the Department to fill the vacancy of one (1) FTE PW Road Maintenance Worker in the La Porte Maintenance District.



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Public Works Maintenance Worker I/II Worker Position La Porte**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.**
- Why is it critical that this position be filled at this time?  
**Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal.**
- How long has the position been vacant?  
**Less than one week.**
- Can the department use other wages until the next budget cycle?  
**The department's wage and benefits portion of the 16/17 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1? **N/A**  
What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
**None**
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?  

14/15	(\$3,070,755)	15/16	(\$1,000,000)	16/17	\$0
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Julie A. White

PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

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

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

**DATE:** April 2, 2018

**TO:** The Honorable Board of Supervisors

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

**SUBJECT:** Request approval to recruit and fill allocated and funded 1.0 FTE Treasurer-Tax/Collections Officer I

**Recommendation:** Approve the filling of a vacant, funded and allocated Treasurer-Tax/Collections Officer I position.

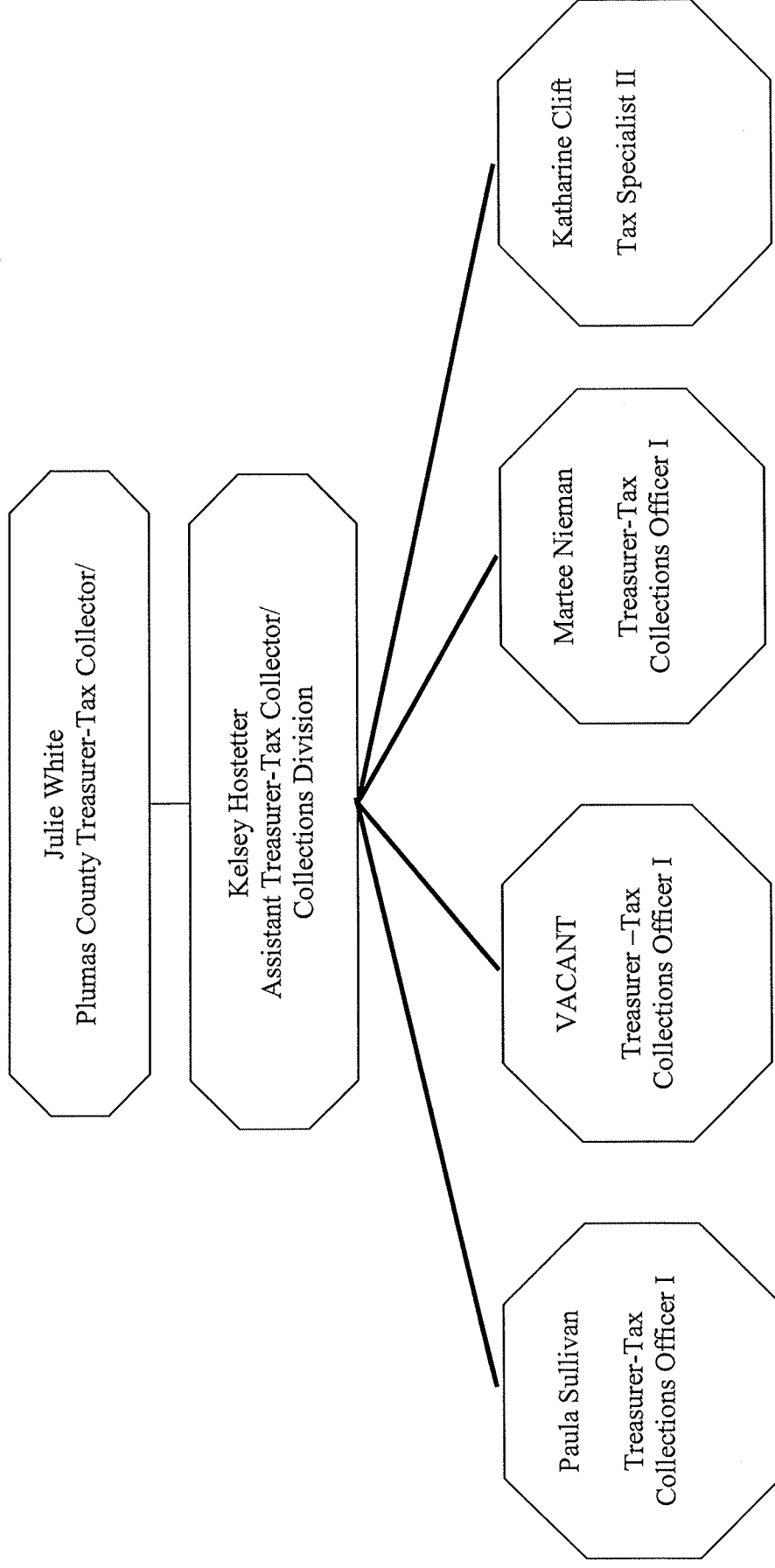
**Background and Discussion:** The Treasurer-Tax Collector is requesting approval to fill the above position which became vacant when staff transferred departments. This position has been allocated and funded for several years and is a highly technical position within the department.

## **QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.**

- Is there a legitimate business, statutory or financial justification to fill the position?
  - The Treasurer-Tax/Collections Officer I is a senior employee position that requires several years work within the Treasurer-Tax Collectors office.
- Why is it critical that this position be filled at this time?
  - The position is a key upper level position within the office. There is knowledge of Treasury, Tax Collection and Court Collections.
- How long has the position been vacant?
  - The position became vacant April 2, 2018.
- Can the department use other wages until the next budget cycle?
  - The position is already allocated and funded for the 2017- 2018 F/Y. The Treasurer-Tax Collector's department does not have "Other Wages" budgeted for 2017 – 2018.
- What are staffing levels at other counties for similar departments and/or positions?
  - 3 – 4 Staff members
- What core function will be impacted without filling the position prior to July 1?
  - Continued decline in consistent revenues, decline in collection efforts on delinquent accounts, shortfall in daily office work with other staff members picking up the extra duties.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
  - Decreased revenue collections.
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?
  - N/A
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
  - No

- Does the budget reduction plan anticipate the elimination of any of the requested positions?
  - Not at this time.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
  - This position has been allocated and funded for several years. The budget has included longevity which should not be a factor at this time and create a budgetary savings.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
  - No

## Plumas County Treasurer-Tax Collector/Collection Division



The Treasurer-Tax Collections Division has 6 positions budgeted and allocated for fiscal year 2017—2018 and the previous 4 years. Recently a position became vacant do to a departmental transfer. This left a Treasurer-Tax Collections Officer I position vacant. This is an advanced position in the office requiring several years experience in a Treasurer-Tax Collectors office.

**PROCLAMATION DECLARING APRIL 2018 AS  
CHILD ABUSE PREVENTION AWARENESS MONTH  
IN PLUMAS COUNTY**

3A

WHEREAS, child abuse and neglect are serious social problems that affect many families in Plumas County; and,

WHEREAS, all adults and caregivers have a responsibility, as neighbors, community members, and citizens of Plumas County to help create healthy, safe and nurturing environments for all children and youth; and,

WHEREAS, preventing child abuse and neglect includes helping families to build strengths so that children can succeed and thrive; and,

WHEREAS, success in preventing child abuse in Plumas County depends on strong collaborative partnerships among human services agencies, child protective services, community-based organizations, schools, law enforcement, and the faith and business communities; and,

WHEREAS the Plumas County Child Abuse Prevention Council has provided a collaborative forum since 1998 for the planning and implementation of child abuse prevention programs; and,

WHEREAS, the Plumas County Board of Supervisors acknowledges the work done by many agencies and individuals in our county that is targeted to protect children, strengthen families, and eliminate the social factors that contribute to family dysfunction and child abuse and neglect; and,

WHEREAS, the Plumas County Board of Supervisors also acknowledges the work done by county social workers, whose mission includes protecting at-risk children from harm that may occur in the home setting; and,

WHEREAS, the Plumas County Board of Supervisors declares its commitment to promote policies and practices that support community-wide efforts to strengthen families and reduce the incidence of child abuse and neglect in Plumas County; and,

WHEREAS, the month of April has been recognized by the United States Congress as Child Abuse Prevention Awareness Month; and,

WHEREAS, wearing the color blue, wearing a blue ribbon or displaying a pinwheel in April will serve as a positive reminder that together, we can prevent child abuse and keep children safe.

NOW, THEREFORE, the Plumas County Board of Supervisors adopts this proclamation declaring April 2018 as Child Abuse Prevention Awareness Month in Plumas County.

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Jeff Engel, Chair  
Plumas County Board of Supervisors

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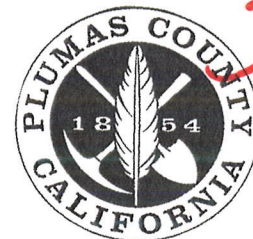
Date



**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

270 County Hospital Road, #109 Quincy, CA 95971

PHONE (530) 283-6307 FAX (530) 283-6045



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**Louise Steenkamp, Acting Director**

**Date:** April 2, 2018

**To:** Honorable Board of Supervisors

**From:** Louise Steenkamp, Acting Director *js*

**Agenda:** Agenda Item for April 10, 2018 BOS Meeting

**Item Description:** Adopt RESOLUTION approving the Behavioral Health Department's Mental Health Services Act (MHSA) Annual Update, 2017-18 to the current Program and Expenditure Plan, 2017-20, and authorizing the Department Director to submit the Annual Update to the State of California Mental Health Services Oversight and Accountability Commission.

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**Recommendation:** It is respectfully requested that the Board of Supervisors Adopt a Resolution approving the Mental Health Services Act (MHSA) Annual Update, 2017-18 to the current Program and Expenditure Plan, 2017-20, and authorize the Department Director to submit the Annual Update to the State of California Mental Health Services Oversight and Accountability Commission.

**Background and Discussion:** Plumas County Behavioral Health is requesting approval of the Mental Health Services Act (MHSA) Annual Update, 2017-18 pursuant to Welfare and Institutions Code §5848, which requires California counties to submit a locally-approved Annual Update to the current Three-Year Program and Expenditure Plan to the Mental Health Services Oversight and Accountability Commission (MHSAOAC) within 30 days of Board approval.

The MHSA Annual Update provides the County with an opportunity to report on the previous fiscal year's (2016-17) programming outcomes while affording Plumas County Behavioral Health and County stakeholders the flexibility to make changes to the current Program and Expenditure Plan to address newly identified needs for expanding services to underserved and unserved residents living with a severe mental illness and to at-risk populations, such as youth and veterans.

The Update provides a summary of department services and MHSA-funded programming across MHSA Community Services and Supports (CSS), Prevention and Early Intervention (PEI), Innovation (INN) and Workforce Education and Training (WET) components. MHSA program funds were used for specific Plumas County Behavioral Health operating expenses and to provide direct services for unserved and underserved populations through multi-year County Service Agreements and MOUs with funded community partners and County agencies during FY16-17.

It was unanimously recommended by the Plumas County Behavioral Health Commission, after the required 30-day public comment period and public hearing at the Behavioral Health Commission regular meeting on March 7, 2018. Stakeholder comments were incorporated into this final draft.

A copy of the current MHSA Program and Expenditure Plan, 2017-20 and the final draft of the Annual Update, 2017-18, with appendix are on file with the Clerk of the Board and available on the County's Behavioral Health Department MHSA webpage.

Thank you.

RESOLUTION NO. 2018 - \_\_\_\_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PLUMAS COUNTY

APPROVING THE BEHAVIORAL HEALTH DEPARTMENT'S MENTAL HEALTH SERVICES ACT (MHSA) ANNUAL UPDATE, 2017-18 TO THE CURRENT PROGRAM AND EXPENDITURE PLAN, 2017-20, AND  
AUTHORIZING THE DEPARTMENT DIRECTOR TO SUBMIT THE ANNUAL UPDATE TO  
THE STATE OF CALIFORNIA MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMISSION.

WHEREAS, Plumas County wants to assure the continuation of Mental Health Services Act (MHSA) funding to provide necessary services for individuals with a mental illness or emotional disorder;

WHEREAS, approving the Annual Update to the current Program and Expenditure Plan for Plumas County Mental Health Services Act (MHSA) is necessary to assure continued MHSA funding and related plan programs;

WHEREAS, California Statute requires the County Board of Supervisors to approve the Annual Update to the MHSA Program and Expenditure Plan;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California, hereby approves the Plumas County Mental Health Services Act Annual Update, 2017-18 to the current Program and Expenditure Plan, 2017-20; and authorizes the Director of Behavioral Health to submit the Annual Update to the State of California Mental Health Services Oversight and Accountability Commission.

Passed and ADOPTED by the County Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said board on the 10<sup>TH</sup> Day of April 2018, by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors  
ABSTAIN: Supervisors

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Jeff Engel, Chairperson  
Board of Supervisors

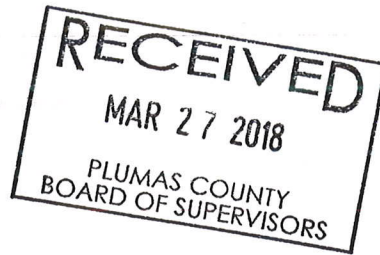
ATTEST:

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Nancy L. DaForno, Clerk of the Board



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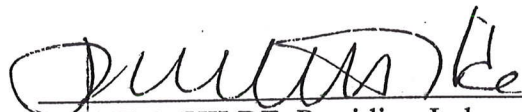


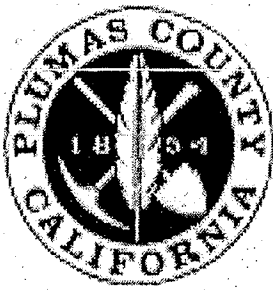
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF PLUMAS

PLUMAS COUNTY GRAND JURY	)	FINDING OF COMPLIANCE
	)	REPORT OF THE
2017-2018 Term	)	2017-2018 PLUMAS COUNTY
	)	GRAND JURY
_____	)	

This Court finds that the attached 2017-2018 Plumas County Civil Grand Jury Jail Report, Release date: March 30, 2018 by the Plumas County Grand Jury is in compliance with Penal Code § 933.

Dated: 3/27/18

  
\_\_\_\_\_  
JANET A. HILDE, Presiding Judge  
PLUMAS SUPERIOR COURT



# Plumas County Grand Jury

P.O. Box 784, Quincy, California 95971

March 20, 2018

From: Plumas County 2017-2018 Civil Grand Jury

To: Plumas County Board of Supervisors,  
520 Main Street, Room 309; Quincy, CA 95971

Re: Enclosed Report: **2017-2018 Plumas County Civil Grand Jury Jail Report**

Dear Plumas County Board of Supervisors,

On behalf of the 2017-2018 Plumas County Civil Grand Jury, I am providing to you the following report(s) or portions thereof:

2017-2018 Plumas County Civil Grand Jury Jail Report

The report will be released to the public on March 30, 2018. This report is being provided to you in advance of its general release pursuant to Penal Code section 933.05, subdivision (f), which provides:

A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. **No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.**

It is very important that you comply with this confidentiality requirement.

The Penal Code also prescribes the obligations of a governing board or elected county official with regard to responding to the grand jury's findings and recommendations. Specifically, if the report contains one or more recommendations directed to you as an elected county official, or to the governing board of which you are a member, you must respond to those recommendations and to the supporting findings, as directed in the report.

The time within which to respond is prescribed by subdivision (c) of Penal Code section 933, which states in relevant part:

No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and

recommendations. All such comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury.

The Penal Code also prescribes the content of your responses. Subdivisions (a) through (c) of Penal Code section 933.05 state:

- (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
  - (1) The respondent agrees with the finding.
  - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed **and shall include an explanation of the reasons therefor.**
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following:
  - (1) The recommendation has been implemented, **with a summary regarding the implemented action.**
  - (2) The recommendation has not yet been implemented, but will be implemented in the future, **with a time frame for implementation.**
  - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, **and a time frame for the matter to be prepared for discussion** by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.
  - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, **with an explanation therefor.**
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the department head and the board of supervisors shall respond if requested by the grand jury, but the response to the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

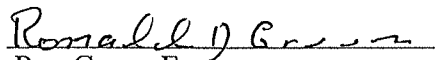
Please be aware that your responses will be a matter of public record and widely read by both community members and local media. Therefore, it is important that your responses be as clear and specific as possible. A response that is vague, does not provide a clear explanation of any action that has or will be taken, or that does not include a specific time frame for implementation, is neither helpful nor legally sufficient. Furthermore, if a response does not comply with the applicable provisions of the California Penal Code, you may be directed by the presiding judge to provide an amended response.

Please send your response addressed to the Honorable Janet A. Hilde, Presiding Judge, Plumas Superior Court (520 Main Street, Room 304; Quincy, CA 95971, with a copy to the Civil Grand Jury, within the time period provided in subdivision (c) of Penal Code section 933 (see above).

The 2017-2018 Plumas County Civil Grand Jury's reports, and the responses to them, will be posted on the Grand Jury's website.

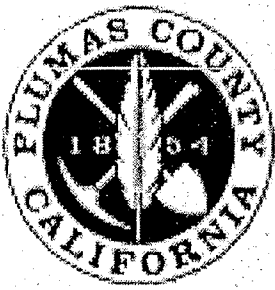
Thank you for your cooperation in providing a meaningful and timely response.

Sincerely,



Ron Green, Foreperson

2017-2018 Plumas County Civil Grand Jury



# Plumas County Grand Jury

P.O. Box 784, Quincy, California 95971

## 2017-2018 Plumas County Civil Grand Jury Jail Report

Release date: March 30, 2018

### SUMMARY

In compliance with Government Code Section 919(b), each Civil Grand Jury in the State of California is mandated to inspect correction facilities within the fiscal year. The members of the 2017-2018 Plumas County Civil Grand Jury inspected the Plumas County Jail twice, once on September 5 and a second time on October 17, 2017. The 2017-2018 Plumas County Civil Grand Jury was specifically concerned about the state of the jail's physical plant, compliance with the Americans with Disabilities Act and the jail's state of cleanliness. The findings support the need for a new jail.

### BACKGROUND

The existing County jail became operational in 1976, incorporating an old linear design. The original jail was built to hold 37 inmates. In the early 1990's the jail expanded to accommodate 67 inmates. The County jail was originally designed to house persons being detained while awaiting trial, those who had been sentenced to a County jail term and those who were awaiting transfer to a California State Prison. In 2011, in a response to the U.S. Supreme Court mandate to reduce the number of state inmates in the California State Prison system, the California State Assembly passed Assembly Bill (AB) 109. AB 109 shifted state prison inmates who were classified as "low-level offenders" to county jails. Additionally, in 2014, California voters passed Proposition 47, a law that changed certain low-level crimes from potential felonies to misdemeanors. AB 109 and Proposition 47 radically changed the demographic dynamics of the Plumas County Jail by adding to the jail population high-risk offenders who are serving long-term (multiple year) jail sentences. Furthermore, the current jail was built before the Americans with Disabilities Act came into effect. The Sheriff's Office has made reasonable accommodations for inmates who have disabilities, but generally the jail is not compliant with the Americans with Disabilities Act.

### METHODOLOGY

The 2017-2018 Plumas County Civil Grand Jury approached their investigation by inspecting the jail twice (September 5 and October 17, 2017). They also interviewed the Plumas County Sheriff twice (December 8, 2017 and January 11, 2018). The 2017-2018 Plumas County Civil Grand Jury also reviewed past Plumas County Civil Grand Jury jail reports, and reviewed the following documents: the Board of State Community Corrections 2016-2018 BIENNIAL INSPECTION – PLUMAS COUNTY SHERIFF'S OFFICE ADULT CORRECTIONAL FACILITY (PENAL CODE SECTION 6031); the Plumas County Environmental Health Inspection Report December 14, 2017; and the Office of the State Fire Marshall FIRE SAFETY CORRECTION NOTICE January 20, 2016.

### DISCUSSION

The current Plumas County Jail is 42 years old and shows its age. The 2017-2018 Plumas County Civil Grand Jury finds the County jail's physical plant to be inadequate. The jail is one of the last remaining county jails in California to incorporate, a now, out dated linear design that makes inmate monitoring with the current staff level difficult and ineffective. The current jail also does not adequately provide the infrastructure needed to house inmates serving long-term sentences per AB 109 and Prop 47. This poses a security risk to jail staff, inmates and the public.

Specific areas of concerns identified by the 2017-2018 Plumas County Civil Grand Jury during this investigation include the following:

- 1) Surveillance cameras that are not always working.
- 2) The infirmary is too small and is adjacent to the staff's office space and computers, creating a security and safety risk.
- 3) The men's low-risk dorm area, which incorporates an early 1990's renovation of the old Sheriff's Office, has doors leading to the outside that can only be opened from the inside, that per the Office of the State Fire Marshal must remain unlocked.
- 4) Space where new inmates change clothes is concealed and creates a dangerous situation with a 1 to 1 officer to inmate ratio for clothes change outs.
- 5) Due to AB 109, there's a problem with the segregation of the inmate population per their offense.
- 6) There is a lack of physical space to help rehabilitate inmates and reduce the rate of recidivism.
- 7) The improper use of the sobering cell, which is intended to hold inmates under the influence of alcohol or drugs, is being used for the placement of inmates who are suicidal or exhibiting mental illness. This cell is also being used as a holding cell to segregate inmates due to the lack of adequate holding cells in the intake area.
- 8) The jail's general physical structure is not compliant with the Americans with Disabilities Act. According to the County Sheriff this is the largest source of liability to the county.

Overall the jail is clean as per our inspection and the latest Plumas County Environmental Health Inspection report dated December 14, 2017.

The obvious solution to these concerns is a new jail. Due to the foresight of the Board of Supervisors, and the diligent work of the Sheriff and his staff in consultation with the Carter Goble Lee Companies, on June 8, 2017, the County was awarded a grant for 25 million dollars from the State of California for a new jail. The 2017-2018 Plumas County Civil Grand Jury commends the Board of Supervisors and the Sheriff's Office for their commitment and dedication in submitting this award winning grant proposal to the State of California for a new jail. On January 16, 2018, the Board of Supervisors gave final approval for the location site of the new jail, bringing to an end an inter-County Department disagreement over the site location of a new jail. This Board of Supervisors' decision allows the County to clear the last hurdle for the State of California to give its stamp of approval to the County's new jail plan and release the funds of this grant to the County. The County expects to get final approval from the State by the spring of 2018.

Per the plans developed for the new jail, all the issues discussed above would be resolved. The tentative completion date for the new jail, barring any delays, is late November 2020. Let the construction begin!

The 2017-2018 Plumas County Civil Grand Jury also wants to commend the Sheriff's Office men and women who staff the County Jail for doing an outstanding job in serving the citizens of Plumas County with very limited resources.

## **FINDINGS**

- F1. The 2017-2018 Plumas County Civil Grand Jury finds that the current jail is antiquated and inadequate to meet the needs of today's inmate population.
- F2. The County has been awarded a grant of 25 million dollars by the State of California to build a new jail.

## **RECOMMENDATIONS**

R1-2. The 2017-2018 Plumas County Civil Grand Jury recommends the Board of Supervisors, the Sheriff's Office and all other County Departments continue to work effectively with the State to ensure the 25 million dollar granting process continues to move forward smoothly for the building of a new jail.

## **REQUEST FOR RESPONSES**

Pursuant to Penal Code section 933.05, the grand jury requests responses as follows:

From the following individuals:

- The Sheriff should respond to R1.

From the following governing bodies:

- The Board of Supervisors should respond to R1.

## **INVITED RESPONSES**

The Presiding Judge may respond to the entire report.

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.
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