

BOARD OF SUPERVISORS

Terrell Swofford, 1st District
Robert A. Meacher, Vice Chair 2nd District
Sharon Thrall, 3rd District
Lori Simpson, Chair 4th District
Jon Kennedy, 5th District

**AGENDA FOR MEETING OF SEPTEMBER 20, 2011 TO BE HELD AT 10:00 A.M. IN THE
BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

INVOCATION AND FLAG SALUTE

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.

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Grizzly Ranch Community Services District; Beckwourth County Service Area; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District.

Convene as the Flood Control and Water Conservation District Governing Board

1. 10:10 **FLOOD CONTROL AND WATER CONSERVATION DISTRICT** – Brian Morris
 - A. Approve license agreement with Grizzly Lake Community Services District for operation of wells at 1200 Grizzly Road
 - B. Update on watermaster service transition; discussion and further direction to staff

Adjourn as the Flood Control and Water Conservation District Governing Board and reconvene as the Board of Supervisors

ACTION AGENDA

2. 10:25 **BOARD OF SUPERVISORS**
 - A. Adopt a **RESOLUTION** adopting the final budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2011-2012, in accordance with Government Code §29092, and other budgetary administrative controls in accordance with §29092. **Roll call vote**
 - B. **PUBLIC HEARING** – Discussion and possible action to consider applications received for 2011 Title III, Secure Rural School and Community Self-Determination Act
 - C. Report and update on implementation of AB 109
 - D. Correspondence
 - E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
3. 11:20 **COUNTY ADMINISTRATIVE OFFICE** – Jack Ingstad
DEPARTMENTAL MATTERS

SHERIFF – Greg Hagwood

- A. Request for Board approval to purchase emergency vehicles for Plumas County Search and Rescue from Title III monies allocated of \$150,000
- B. Authorize the Auditor/Controller to pay a claim of \$54.13 for physical therapy clothing (Correctional Officer training) from the Jail budget; and authorize the Sheriff, at his discretion, to pay for additional officers' training equipment as needed
- C. Adopt a **RESOLUTION** authorizing the Sheriff to apply for and manage the 2011 State Homeland Security Grant. **Roll call vote**

4. 11:45 **COUNTY COUNSEL** – Craig Settlemyre

- A. Request for a waiver of conflict of interest on the part of County Counsel with respect to legal services to be provided in regards to two contracts between the Department of Public Health and the Plumas County Children and Families Commission. Discussion and possible action
- B. Approve and authorize the Chair to sign the First Amendment to the Memorandum of Understanding dated April 11, 2010 between the County of Plumas and the Plumas County Children and Families Commission to address the role of County Counsel in conflicted matters

5. CONSENT AGENDA

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

A. BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to the Department of Transportation for encroachment permit (October 08, 2011 Indian Valley Centuries Bike Ride)

B. AGRICULTURE

Approve and authorize the Chair to sign contract 11-0245-SF of \$15,000 between Plumas County and USFS/CDFA for control of Yellow Starthistle

C. LIBRARY

Adopt a **RESOLUTION** establishing county office hours for the transaction of business for branch libraries

D. PROBATION

Approve and authorize the Chair to sign contract between Plumas County and Trinity County for use of juvenile hall facility for minors in custody

NOON RECESS

Adjourn to appreciation luncheon at Café Le Coq, Quincy

6. 2:00 P.M. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Claim Against the County filed by James P. Robbins on March 18, 2011
- B. Conference with Legal Counsel – Existing litigation: *Kaye Hancock vs. County of Plumas, et al.*, Plumas County Superior Court, Case No. CV09-00255
- C. Conference with Legal Counsel: Existing litigation - *County of Butte, et al. v. California Department of Water Resources*, Yolo County Superior Court Case No. CV-09-1258 (Government Code 54956.9(a)).
- D. Public employee performance evaluation – Clerk of the Board
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Department Employees Association, Operating Engineers Local #3, and Confidential Employees

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, October 04, 2011, Board of Supervisors Room 308, Courthouse, Quincy, California.

PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT



1/B

MEMORANDUM

To: Board of Supervisors
From: Brian Morris
Date: September 13, 2011
Re: JPA for Watermaster Services

Attached, for review by the Board, is a draft joint powers agreement between Plumas and Sierra Counties to establish a local government entity to provide watermaster services in place of the California Department of Water Resources.

The Sierra County Board of Supervisors has discussed the concept of a watermaster JPA and provided direction to Sierra County staff to develop an agreement with Plumas County. Plumas supervisors, staff, and water users have had a number of meetings with Sierra County supervisors, staff, and water users to seek consensus on the best way to proceed.

The draft joint powers agreement provides for the following:

- A board of directors composed of county supervisors and water rights holders
- The JPA will be financially self-supporting with fees collected from the water users. The counties have the option to contribute or loan money to the JPA.
- There will be separate funds for the Indian Creek and Sierra Valley service areas and the fees collected and expenses incurred by each service area will be kept separate.
- The JPA will indemnify the counties to the extent allowed by law.
- The JPA shall maintain insurance at a minimum level prescribed by the counties.
- The Plumas County Treasurer and Auditor shall perform those functions for the JPA, with reimbursement of costs from the JPA.

If the Board desires to move forward with a JPA, public meetings should be scheduled in Indian Valley and Sierra Valley to present the details, draft budgets, and other information to the water users.

Recommendation: That the Board provide direction to staff on whether to proceed with the joint powers agreement with Sierra County.

8/

DRAFT 9/9/11

FEATHER RIVER WATERMASTER AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

November 1, 2011

FEATHER RIVER WATERMASTER AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

TO PROVIDE WATERMASTER SERVICES IN PLUMAS AND SIERRA COUNTIES

THIS AGREEMENT is by and between the County of Plumas and the County of Sierra, both general law counties and political and legal subdivisions of the State of California.

RECITALS:

WHEREAS, the Governor and the Legislature have eliminated General Fund support to the California Department of Water Resources to administer watermaster services, resulting in substantial fee increases for water rights holders in the Sierra Valley Watermaster Service Area and Indian Creek Watermaster Service Area; and

WHEREAS, Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the California Government Code, permits two or more public agencies to enter into an agreement for the joint exercise of powers; and

WHEREAS, Article 5 (commencing with section 25690) of Chapter 7 of Part 2 of Division 2 of Title 3 of the California Government Code grants a county government the power to manage water systems, pumps, aqueducts, reservoirs, and all other works necessary or proper for supplying water for the use of the county and its inhabitants and to distribute water to the county and its inhabitants for domestic, irrigation, agricultural, and other beneficial uses; and

WHEREAS, Chapter 3 (commencing with section 4050) of Part 4 of Division 2 of the California Water Code, authorizes a superior court to appoint a local public agency to replace the California Department of Water Resource as the watermaster to administer water rights and the delivery of water for a decreed stream system; and

WHEREAS, the County of Plumas and the County of Sierra desire to jointly exercise their powers to manage water systems and distribute water by entering into this agreement to create a joint powers authority that may be appointed by the superior court to serve as watermaster in Plumas and Sierra Counties;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the County of Plumas and the County of Sierra do hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code.

"Agreement" means this Joint Exercise of Powers Agreement.

"Authority" means the public entity known as the Feather River Watermaster Authority established pursuant to Article II of this Agreement.

"Board" means the Board of Directors of the Authority referred to in Section 2.04, which shall be the governing body of the Authority.

"Fiscal Year" means the period from July 1 to and including the following June 30.

"Member" means one of the individual Counties of Plumas and Sierra.

"Members" means Member Counties collectively.

"Secretary" means the Secretary of the Authority appointed pursuant to Section 3.02.

"Treasurer" means the Treasurer of the Authority appointed pursuant to Section 3.03.

"Watermaster Statute" means Part 4 of Division 2 of the California Water Code, sections 4000 through 4407, inclusive.

ARTICLE II GENERAL PROVISIONS REGARDING PURPOSE, CREATION, AND OPERATION OF THE AUTHORITY

Section 2.01. Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the Government Code of the State of California, commencing with section 6500, relating to the joint exercise of powers common to the public agencies, in this case the Counties of Plumas and Sierra. Plumas and Sierra Counties each possess the powers referred to in the recitals above. The purpose of this Agreement is to exercise such powers for the administration of water rights in the watermaster service areas in Plumas and Sierra Counties as provided by the Watermaster Statute and directed by the Plumas County Superior Court, the court of jurisdiction for the water rights decrees for (a) the Indian Creek Stream System and (b) the Middle Fork Feather River in Sierra Valley.

Section 2.02. Term. This Agreement shall become effective on November 1, 2011, or when it has been approved by the Boards of Supervisors of all the Members, whichever occurs last. This Agreement shall continue in full force and effect until terminated by (a) mutual consent of the Boards of Supervisors of the Members or (b) upon notice by one of the Members on or before January 1 of any year of its intent to terminate the Agreement, in which case the Agreement shall terminate on June 30 of such year.

Section 2.03. Creation of the Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "Feather River Watermaster Authority," hereinafter referred to

as the "Authority." The Authority shall be a public entity separate and apart from the Members, and shall administer this Agreement.

Section 2.04. Board of Directors; Appointing Authorities. The Authority shall be governed and administered by a Board of Directors consisting of seven (7) Directors appointed as follows:

- (a) Two members of the Plumas County Board of Supervisors shall serve as ex officio members of the Board upon appointment by the Plumas County Board of Supervisors.
- (b) Two members of the Sierra County Board of Supervisors shall serve as ex officio members of the Board upon appointment by the Sierra County Board of Supervisors.
- (c) Three members of the Board shall be water rights holders representing the following areas of use:
 - i. One member appointed by the Sierra County Board of Supervisors holding water rights under the Middle Fork Feather River Decree.
 - ii. One member appointed by the Plumas County Board of Supervisors holding water rights under the Middle Fork Feather River Decree.
 - iii. One member appointed by the Plumas County Board of Supervisors holding water rights under the Indian Creek Decree.

If the holder of a water right is not a natural person, an officer, director, manager, or shareholder of the water right holder may be appointed to the Board.

All members of the Board shall serve at the pleasure of the appointing authority and a replacement or successor to any such member may be appointed from time to time by the respective appointing authority.

Section 2.05. Meetings of the Board.

- (a) Regular Meetings: The Board of Directors of the Authority shall provide for its regular meetings. However, it shall hold at least one regular meeting each quarter of every year. The procedure for the setting of regular meetings shall be fixed by action of the Board and contained in the Bylaws.
- (b) Special Meetings: Special meetings of the Board, and of the Members, may be called in accordance with the provisions of section 54956 of the California Government Code.
- (c) Call, Notice and Conduct of Meetings: All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (section 54950 et seq. of the California Government Code).

Section 2.06. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member.

Section 2.07. Quorum; Required Votes; Approvals. A majority of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least five Directors shall be required to take any action by the Board.

Section 2.08. Bylaws. The Board by a two-thirds (2/3) vote shall adopt, from time to time, Bylaws for the conduct of business and as are necessary for the purposes hereof. The Board may adopt, from time to time, additional resolutions, rules, regulations, and policies for the conduct of its business and as are necessary for the purposes hereof in a manner consistent with this Agreement and the Bylaws.

Section 2.09. Annual Budget. The Board shall adopt an annual budget for each Fiscal Year. The Bylaws shall further provide for the presentation and content of the budget.

Section 2.10. Annual Operational and Fiscal Report. The Board shall cause an annual operational report and annual fiscal report to be prepared.

ARTICLE III OFFICERS AND EMPLOYEES

Section 3.01. Chair and Vice-Chair. The Board of Directors shall elect from among its members, a Chair and a Vice-Chair. The Chair shall sign all contracts on behalf of the Authority, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed by the Board in the Bylaws. The Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair.

Section 3.02. Secretary. The Board of Directors shall appoint a Secretary to the Board. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of the Authority. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to section 6503.5 of the Act and section 53051 of the California Government Code. The Secretary shall be responsible to the Board for the call, noticing and conduct of the meetings pursuant to the Ralph M. Brown Act (section 54950 et seq. of the California Government Code). The Board shall further provide for the duties and responsibilities of the Secretary in the Bylaws.

Section 3.03. Treasurer and Auditor. Pursuant to section 6505.5 of the Act, the Plumas County Treasurer is hereby designated as the Treasurer of the Authority. The Treasurer shall be the depository, shall have custody of all of the money of the Authority from whatever source, and shall have the duties and obligations of Treasurer as set forth in sections 6505 and 6505.5 of the Act. As provided in section 6505.5 of the Act, given the appointment of the Treasurer, the officer performing the functions of auditor or controller shall be the Plumas County Auditor/Controller, who shall have the duties assigned to the auditor or controller in sections 6505 and 6505.5 of the Act, including the duty to "contract with a certified public

accountant or public accountant to make an annual audit of the accounts and records of [the Authority]". As further provided in section 6505.5 of the Act, the Plumas County Board of Supervisors "shall determine charges to be made against the Authority for the services of the treasurer and auditor."

Section 3.04. Officers in Charge of Records, Funds and Accounts. Pursuant to section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto. The Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 3.05. Other Employees. The Board shall have the power to appoint and employ such other employees, consultants and independent contractors as may be necessary for the purpose of this Agreement.

Section 3.06. Officers and Employees of the Authority. As provided in section 6513 of the Act, all of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such offices, agents or employees under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Member Counties or, by reason of their employment by the Board, to be subject to any of the requirements of the Member Counties.

ARTICLE IV POWERS

Section 4.01. General Powers. The Authority shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and, necessary to the accomplishment of the purpose, as provided in Section 2.01, of this Agreement. As provided in the Act, the Authority shall be a public entity separate from the Members.

Section 4.02. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to sue and be sued in its own name;
- (d) to incur debts, liabilities or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability or obligation of the Members;

- (e) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State;
- (f) to invest any money in the treasury pursuant to section 6509.5 of the Act which is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the California Government Code;
- (g) to administer water rights decrees pursuant to the Watermaster Statute and as authorized by the Plumas County Superior Court; and
- (h) to carry out and enforce all the provisions of this Agreement.

Section 4.03. Restrictions on Powers. Pursuant to section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which shall be designated as Plumas County.

Section 4.04. Obligations of the Authority. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members.

ARTICLE V CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION

Section 5.01. Contributions. The Authority is intended to be financially independent and self-supporting through the collection of revenue as described in Section 5.02. The Members may, at their sole discretion, make contributions from their treasuries for the purpose set forth in Section 2.01, make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use its personnel, equipment or property in lieu of other contributions or advances. The provisions of section 6512 of the Act are hereby incorporated into this Agreement by reference.

Section 5.02. Watermaster Service Fees. As provided by Water Code section 4275, the Authority, on or before the 15th day of August of each year, shall certify, to the auditor and the board of supervisors of each Member the amount required in order to pay the apportionments for the ensuing fiscal year, to be levied on the land used in the storage or diversion, conveyance or distribution of the water stored or diverted under the right and the land on which the water is, or is entitled to be, used, except for apportionments for public entities. As provided by Water Code section 4300, the Authority shall directly bill public entities by June 15 of each year for their respective apportionments, and payment from any such entity shall be due no later than December 10 of said year.

As required by Water Code section 4276, the auditor of each Member shall enter the amounts of the respective apportionments against the respective parcels of land as they appear on the current assessment roll.

As required by Water Code section 4277, the board of supervisors of each Member shall annually, and at the time of levying county taxes, levy on the land within the county and within

the watermaster service area apportionments sufficient to raise the amounts certified by the Authority.

As required by Water Code section 4278, the apportionments certified by the Authority shall be collected at the same time and in the same manner as county taxes.

Section 5.03. Compliance with Proposition 218. The Authority shall comply with all requirements of Article XIID of the California Constitution, which establishes substantive and procedural requirements to impose property-related fees or charges.

Section 5.04. Service Area Funds. Each watermaster service area shall be administered as a segregated fund with all fees collected from a service area deposited into such service area's fund and all expenses directly attributable to a service area charged against such service area's fund. Expenditures of the Authority which are not directly attributable to a service area shall be allocated to the service areas based upon a reasonable allocation of such expenses by the Board.

Section 5.05 Distribution of Assets upon Termination. Upon termination of this Agreement and after resolution of all debts, liabilities and obligations, all property, both real and personal, shall be returned to the Members in proportion to any contributions provided under Section 5.01 but not exceeding each Member's respective contribution under Section 5.01. Any remaining property exceeding the Members' contributions shall be conveyed to a successor public entity appointed by the court to provide watermaster services.

ARTICLE VI INDEMNIFICATION AND INSURANCE

Section 6.01. Authority Indemnification of Members. The Authority shall indemnify, defend and hold harmless each of the Members and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and /or liability arising from the Authority's acts, errors or omissions and for any costs or expenses incurred by the Member(s) on account of any claim therefore, except where such indemnification is prohibited by law.

Section 6.02. Member Indemnification. Pursuant to the provisions of California Government Code section 895 et seq., and except as provided in Section 6.01 herein, each Member agrees to defend, indemnify and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, officer and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

Section 6.03. Insurance. The Board shall provide for insurance covering liability exposure in an amount as either the Board or the Members determine necessary to cover risks of activities of the Authority, whichever amount is greater.

Section 6.04. Third Party Beneficiaries. This Agreement and the obligations thereto are not intended to benefit any party other than its Members, except as expressly provided otherwise therein. No entity not a signatory to the Agreement shall have any rights or causes of action

against any party to the Agreement as a result of that party's performance or non-performance under the Agreement, except as expressly stated in the Agreement.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.01. Notices. Notices hereunder shall be in writing and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit in to the U.S. mail, first class, postage prepaid:

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

Sierra County	Director of Transportation and Public Works County of Sierra P.O. Box 98 Downieville, CA 95936
---------------	---

The Members may change the above addresses for notice purposes by written notification as provided above to other Member. Meeting notices and general correspondence may be served electronically.

Section 7.02. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 7.03. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by mutual agreement of the Boards of Supervisors of the Members hereto.

Section 7.04. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 7.05. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the others.

Section 7.06. Section Headings. All article and section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF PLUMAS

Approved As To Form
PLUMAS COUNTY COUNSEL

By: _____
Lori Simpson, Chair
Board of Supervisors

By: _____
R. Craig Settlemyre
County Counsel

Date: _____

Date: _____

COUNTY OF SIERRA

Approved As To Form
SIERRA COUNTY COUNSEL

By: _____
Lee Adams, Chair
Board of Supervisors

By: _____
James A. Curtis
County Counsel

Date: _____

Date: _____

2A

RESOLUTION NO. 11 -

A RESOLUTION ADOPTING THE FINAL BUDGET FOR PLUMAS COUNTY AND THE DEPENDENT SPECIAL DISTRICTS THEREIN FOR FISCAL YEAR 2011-2012, IN ACCORDANCE WITH GOVERNMENT CODE §29092, AND OTHER BUDGETARY ADMINISTRATIVE CONTROLS IN ACCORDANCE WITH §29092

WHEREAS, the Proposed Budget for FY 2011-2012 for Plumas County was prepared and distributed according to law, and a copy of the Proposed Budget is on file with the Clerk of the Board; and

WHEREAS, the Board of Supervisors hearing on the Final Budget commenced on August 16, 2011 for the full consideration and discussion of all relevant matters, and was closed on August 16, 2011; and,

WHEREAS, the Board of Supervisors now seeks to adopt the Final Budget in accordance with Government Code §2900 et. Seq., along with budgetary administrative controls, and adopt final budgets for Special District for which the Board of Supervisors is the governing board.

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

1. The recommended budget has been modified as the result of meeting with departments and conducting a Public Hearing in order to constitute the Final Budget for FY 2011-2012 for Plumas County and those Special Districts governed by the Board of Supervisors.
2. The Final Budget contains 360.020 positions.
3. **Exhibit "A"** to the Final Budget shall be a summary of the FY 2011-2012 Budget.
4. **Exhibit "B"** to the Final Budget provides the budget specifications required by subdivisions (a) through (g) of Government Code §29089 are hereby adopted as the 2011-2012 Final Budget.
5. **Exhibit "C"** to the Final Budget shall be added, which is incorporated by reference, showing additional budgetary assumptions and administrative controls authorized pursuant to Government Code §29092 and §29125.
6. **Exhibit "D"** is the Position allocation which sets forth the number and classification of all positions approved by the Board of Supervisors.
7. A copy of the Final Budget shall be filed with the County Clerk and State Controller as required by law.

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 said Board held on the 20th day of September, 2011 by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Nancy DaForno,
Executive Clerk/Board of Supervisors

COUNTY ADMINISTRATIVE OFFICE

County Courthouse, 520 Main Street, Room 309
Quincy, California 95971 283-6315 FAX: 283-6288
E-mail: jackinstad@countyofplumas.com



Jack Ingstad, CAO

September 20, 2011

Plumas County Board of Supervisors
Residents of Plumas County

SUBJECT: FY 2011-2012 Plumas County Budget

Dear Honorable Members of the Board and Residents of Plumas County:

I am pleased to present the County's Budget for Fiscal Year 2011-2012. The Final Budget contains 360 positions, and totals \$87,790,586 for all funds. The County has eliminated approximately 111 positions from a high of 471 Full Time Equivalents (FTE).

The budget reduces gross wages for all departments by 4 percent with the exception of the Sheriff's department. The Sheriff's department agreed to reduce their General Fund contribution by \$250,000. The Board also allowed the Sheriff to carry forward a fund balance of \$484,430 in General Fund dollars and an additional \$1,046,181 in grant carry forward that the department saved during Fiscal Year 2010-2011. The Board has informed the Sheriff that, if county General Fund revenues continue to decline, it is unlikely the Sheriff's department will be allowed to retain unspent money or be immune from future wage and benefit reductions.

Even with no cost of living adjustments in the past several years, Plumas County continues to be one of the better employers in the county with 41 County employees earning more than \$80,000. These earnings do not include benefits which remain generous with the County paying both the employees' share and the employer's contribution to employee retirement with CalPERS. The County share of the retirement contribution increased from 21.58 percent in FY 2010-2011 to 26.14 percent this Fiscal Year for law enforcement and from 12.2 percent to 14 percent for non-law enforcement. The employees' share, which the County currently pays, is 7 percent for non-law enforcement and 9 percent for law enforcement for a total of 30.58 percent of gross wages into retirement for law enforcement. The County is currently asking employee bargaining units to reduce the amount the County pays for the employee share of their retirement.

The County pays \$2,209,805 a year for employee retirement. CalPERS has 964 beneficiaries in Plumas County and paid out \$23,412,258 in benefits in 2010.

The General Fund Budget is \$21,969,901, which is approximately \$4 million less from the beginning of the recession. General Fund contingencies are budgeted at \$538,117, of which \$419,051 is transferred from reserves. Revenue estimates are reduced from last year's General Fund budget by approximately \$1.6 million.

The economy remains a serious concern. Assessed valuation of property in Plumas County saw a 5.3 percent decline, the most significant decline of any county in California. Only four counties in California saw growth in assessed valuation of property by more than 2 percent.

Highlights of the General Fund Budget

- Maintains status quo
- No General Fund services eliminated
- Fair is funded with reduction to fair managers salary
- Maintenance Worker is eliminated from Facility Services
- Eliminated .75 FTE library assistants (three .25FTE positions)
- Libraries to close Fridays
- Reduced Code Enforcement Officer to .7 FTE
- Eliminate .5 FTE Assistant Cook
- Reduced all General Fund gross wages by 4 percent (\$200,000 in savings)
- CAO's assistant and Records Management Coordinator positions not be filled upon retirements
- Economic Development was funded at \$78,000
- Funding eliminated for Tourism, Arts and Chambers
- General Fund contributions to Sheriff reduced by \$250,000, but Sheriff retains \$1,494,611 in carry forward
- Road Department to assist the Fair, Planning Department, Code Enforcement, and Engineering with revenue support for services they will provided to the Road Department
- Reduce Information Technology Telecommunications Technician position to .5 FTE
- Museum Deputy reduced to .75 FTE with .25 FTE to be funded by Museum Association
- General Fund Contingency funded at \$538,117
- Reduced General Fund travel and training by approximately 50 percent
- Bond Payment for Health and Human Services Building funded at \$1,021,625
- General Plan update fully funded
- General Fund Reserves and Contingencies are \$1,983,968
- Revenue from a potential sale for real property to the State for a new Courthouse is not included in the general fund revenues

Social Services

The Department of Social Services budget is a continuation of the Department's efforts to reduce costs for the administration of state mandated programs. In 2010-2011, the Department proposed budget plan reduced administrative costs by a total of \$268,000 including a reduction of salary and benefit costs of \$202,000. For 2011-2012 the budget continues to reduce administrative cost reductions totaling more than \$415,000 bringing the two year total to nearly \$700,000.

Unfortunately, the continuing effects of the economic recession and cost considerations are not within the Department's direct control and will yield increases to certain cost centers, most notably CalWORKs cash assistance, payments for Aid to Adoptions and for Group Home, Foster Care payments. Due to the projected growth in case counts for the CalWORKS cash assistance program, the Department estimated growth in such expenditures of about \$316,000 last year.

Because there has been no decline in the case count, the CalWORKs cash assistance cost center remains unchanged from 2009-2010. Further, in a ruling issued by the Federal Appellate Court with regard to the adequacy of state payments made on behalf of children placed in group home foster care, the Court ruled that payments for such care needed to be raised, on average, by close to 35 percent. As a result, the Department's estimate for Foster Care assistance increased for FY 2010-2011 by \$544,000. This year the Department expects that continued increases in Aid to Adoptions and Foster Care will add an additional \$179,000 to the program yielding total growth over the two year period of nearly \$725,000.

Department of Child Support Services

The Plumas County Department of Child Support Services is funded by state and federal sources. In the past seven years, the Department's budget allocation has remained flat. Due to the flat budget, the Department has reduced staffing by 40 percent during the last six years through attrition, which has prevented the need for layoffs. The Department has operated under budget, and has managed to maintain reserves of approximately \$400,000.

Mental Health Department

The Mental Health Department has five interlinked budget units. As a result of the recession and deteriorating Federal and State revenue projections, the Department has experienced significant specific reductions in revenues over the past three years and is budgeting specific reductions in revenues for the current budget year. State funding has been reduced each of the past 3 years by approximately \$130,000, Cal Works funding is reduced to termination, a loss of \$100,000 and previous Juvenile Justice funding of \$26,000 is projected as terminated. In addition the State of California is taking County designated MHSA funding from each California County and using these funds to cover the State's obligation to EPSDT, children's mental health MediCal eligible services.

The Mental Health Department has responded to these revenue losses by increasing billing efforts, increasing productivity, expanding cost containment and decreasing workmen's compensation costs. The net result is a budget that remains in balance with

no threats to providing services at the current levels. The department currently has penetration rates, (rates that measure the number of people served) that are at or near the highest in the state per capita. Serving community members quickly and efficiently is part of the departments cost containment philosophy assuring problems are addressed before they become larger and require more expensive and more invasive measures. The department has reserves that assure its ability to address all anticipated catastrophic losses, and that in addition offer the department overall stability during chaotic transitional economic times.

The Board transferred \$1,000,000 from Mental Health reserves of \$6,184,177 to help provide mental health services to inmates being transferred to Plumas County by the State under AB 109.

Public Works

This year, the budget for Public Works is balanced without using reserves, except that \$1,000,000 is included for contingencies (to be approved by the Board of Supervisors prior to expenditure). The \$1,000,000 will be temporarily used for cash flow instances and is available in the event of unforeseen natural disaster costs. This fiscal year is the last year of the last Secure Rural Schools program enacted by Congress. Gas tax revenues and the securing of Prop 1B funds are "safeguarded" by the Legislative revalidation of the "State gas tax fix" in 2011. The Public Works budget maintains status quo road services provided during FY 2010-11. Congress is expected to make long term decisions by September 30th in regards to the next federal Highway Trust Fund law and the Secure Rural Schools program. The Public Works budget includes the earmarking of certain funds to assist the general fund by providing partial funding to 6 General Fund employees.

Solid Waste

This year, use of some existing solid waste surplus funds will result in a fully budgeted operation and capital improvement budget for the County program. At the same time, new solid waste franchise contracts and the implementation of a new CPI-rate increase program are expected to be in place by the end of this calendar year.

Public Health Department

The FY 2011-2012 Plumas County Public Health Agency budget includes the Divisions of Public Health Promotion and Clinical Services, Environmental Health, Senior Services, and the Veterans Services Office. Each of these budget units have undergone three consecutive years of cost cutting, leveraging like funds for key priorities, and strategically increasing revenue sources in an effort to move to a more sustainable future. Overall, these budgets reflect the agency's response to a rise in demand for services, coupled with extremely challenging economic times.

FY 11-12 marks the first year in the last five that the Public Health Services budget 70560 will experience a slight increase due to the additional

responsibility and funding associated with administering services related to publicly funded alcohol and other drug services. The majority of these funds will be passed through to community based counseling and treatment providers. The remaining divisions receive county General Fund contributions, and each division has a reduced General Fund contribution over FY 10-11. The Divisions of Environmental Health (-\$27,512), Senior Nutrition (-\$54,509), Senior Transportation (-\$4,226), and Veterans Services (-\$28,164) have a total General Fund contribution reduced \$114, 411 from FY 10-11. To be better prepared for uncertainties in today's economic climate, the Public Health fund, which receives revenues a quarter in arrears, has shifted from operating on a reimbursement basis often in the cash negative, to operating primarily in the cash positive, balanced against reserves, since 2009.

The following budget preparation guidelines were used as your Budget Officer and Budget Committee developed the 2010-2012 County Budget:

- Continue our core business at a high level of quality
- Attempt to reduced staffing from retirements instead of lay offs
- Evaluate existing program efficiencies and staffing levels
- Do not set the stage for maintenance backlogs to accomplish short-term gains
- Maintain adequate funding for Public Protection
- Remain conservative with revenue and expenditure forecasts
- Identify hidden and merging problems before they reach serious proportions
- Introduce long-range considerations into the annual budget process
- Adequately fund the General Plan Update
- Fund other on-going efforts to completion as not to waste spent money

My thanks to the Auditor, Human Resources Director, Assessor, Treasurer and County Counsel for their advice and assistance with the development of this budget. My special thanks to our employees that took time to offer budget saving ideas. I also wish to thank our department heads for their valuable assistance during this very difficult time.

Finally, without the guidance of our Budget Committee made up of Supervisor Simpson and Supervisor Meacher this budget would not have been possible. The entire Board of Supervisors deserves tremendous credit during this difficult budget process.

Sincerely,

Jack W. Ingstad
County Administrative Officer/Budget Officer

**ADMINISTRATIVE AND BUDGETARY CONTROLS TO BE EXERCISED BY THE
COUNTY ADMINISTRATIVE OFFICER, CONSISTENT WITH GOVERNMENT
CODE SECTIONS 29092 AND 29125, DURING FISCAL YEAR 2011-2012**

Consistent with Government Code Section 29092, the Board of Supervisors designates the County Administrative Officer as the County Official to administer the 2011-2012 final County Budget and all policies and procedures described therein. Consistent with Government Code Section 29125, the County Administrative Officer is authorized to approve transfers and revisions within an appropriation, except for transfers from Contingency Funds and Fixed Assets.

Extra and/or Temporary Help

The Board of Supervisors delegates to County Department Heads, upon approval by the County Administrative Officer, independent authority to hire extra and/or temporary help for a period not to exceed 60 days without seeking additional Board approval and when the Department's Board approved budget includes adequate funding.

County Owned Personal Property

The disposition, lease, sale or trade-in of all County owned personal property shall be the Purchasing Agent's or his/her designee's sole responsibility consistent with Government Code Section 25504 and Plumas County Code 3-1.19.

Contracts and Leases

Either the County Administrative Officer or a County Department Head may approve contracts for which an appropriation is budgeted, not exceeding three thousand dollars (\$3,000) in value. The County Administrative Officer shall approve contracts valued from three thousand one to ten thousand dollars (\$3,001-\$10,000) and all leases not exceeding ten thousand dollars (\$10,000). The Board of Supervisors shall approve contracts and leases exceeding ten thousand dollars (\$10,000) and above.

Special Travel

The Auditor-Controller shall approve any cumulative transfer of less than \$750 into a departmental Special Travel account in a fiscal year. The County Administrative Officer may approve any cumulative transfer of more than \$750 in a fiscal year into a department's Special Travel account.

Budget Transfers

No budget transfers shall be allowed from Salaries and Benefits without prior approval of the Board of Supervisors.

Critical Staffing

All positions vacated during the 2011-2012 fiscal year shall be reviewed by the Critical Staffing Committee for staffing priority and not hired prior to the approval of the County Administrative Officer and Board of Supervisors.

County Vehicles

No County employee shall take a county vehicle home unless specifically authorized by the Board of Supervisors or County Administrative Officer. All prior approval by the Board of Supervisors and the County Administrative Officer to take a county vehicle home is hereby revoked and new authorization must be obtained. In no case shall a County vehicle or County equipment be used directly or indirectly for any purpose unrelated to County business.

Mid-Year Budget Review/work Furloughs

The County Administrative Officer shall provide the Board of Supervisors a mid-year budget report on or before January 30, 2012. At that time, the County Administrative Officer can request short-term work furloughs in order to produce needed salary and benefit savings.

Department Head and Auditor/Controller Responsibility

Department Heads shall insure that no expenditure is made or obligation incurred in excess of the specific budget appropriation approved by the Board of Supervisors. Any expenditure or obligation incurred, in excess of the specific budget appropriation, shall be the personal obligation of the Department Head authorizing the expenditure or obligation. The Auditor/Controller shall issue no warrants unless specifically approved by the Board of Supervisors or the County Administrative Officer, within the delegated authority.

Credit Card Policy

The Board of Supervisors adopted a policy with regard to the use of County credit cards in October 2006. This policy states the credit card may only be used for travel related matters and postage. Until this policy is revised, the County Administrative Officer is authorized to use a County credit card for county expenses, except for services.

Retirement Account

No transfer(s) shall be made from Account 51080 (Retirement) without prior written approval of the County Administrative Officer.

Other Wages

No transfer(s) or spending from Account 51020 (Other Wages) shall be made without prior written approval of the County Administrative Officer.

Allocations 2011/2012

<u>GENERAL</u>		10/11	11/12	11/12	11/12	11/12
CLASSIFICATION		Positions	Positions	Positions	Positions	Adopted
		Adopted	Requested	Recommended	Adopted	Reductions of Filled Positions
BOARD OF SUPERVISORS	20010					
Supervisor		5.000	5.000	5.000	5.000	
Executive Assistant/Board of Supervisors		1.000	1.000	1.000	1.000	
		6.000	6.000	6.000	6.000	
ADMINISTRATIVE OFFICE	20030					
County Administrative Officer		1.000	1.000	1.000	1.000	
Management Analyst II/I		0.000	0.000	0.000	0.000	
Executive Assistant		1.000	1.000	0.000	0.000	1.0 FTE remove 10/1/11
		2.000	2.000	1.000	1.000	
RISK MANAGEMENT	20032					
Risk Manager		0.000	0.000	0.000	0.000	
Project Manager		0.000	0.000	0.000	0.000	
		0.000	0.000	0.000	0.000	
HUMAN RESOURCES	20035					
Human Resources Director		1.000	1.000	1.000	1.000	
Human Resources Analyst II or		0.000	0.000	0.000	0.000	
Human Resources Analyst I		0.000	0.000	0.000	0.000	
Human Resources Technician III or		0.000	0.000	0.000	0.000	
Human Resources Technician II or		1.000	1.000	1.000	1.000	
Human Resources Technician I		1.000	1.000	1.000	1.000	
		3.000	3.000	3.000	3.000	
AUDITOR-CONTROLLER	20040					
Auditor/Controller		1.000	1.000	1.000	1.000	
Assistant Auditor Controller OR		0.000	0.000	0.000	0.000	
Chief Deputy Auditor OR		0.000	0.000	0.000	0.000	
Accountant		1.000	1.000	1.000	1.000	
Accountant Auditor/Liability Risk Analyst		1.000	1.000	1.000	1.000	
Accountant/Workers Compensation Analyst		1.000	1.000	1.000	1.000	
Payroll Specialist II or		1.000	1.000	1.000	1.000	
Payroll Specialist I		0.000	0.000	0.000	0.000	
Fiscal Support Coordinator		0.000	0.000	0.000	0.000	
Lead Fiscal & Technical Services Asst.		0.000	0.000	0.000	0.000	
Auditor Accounting Technician OR		1.000	1.000	1.000	1.000	
Auditor Accounting Clerk I or II		0.000	0.000	0.000	0.000	
Safety Officer/Auditor Accounting Clerk		1.000	1.000	1.000	1.000	
Fiscal and Technical Services Assistant III OR		0.000	0.000	0.000	0.000	
Fiscal and Technical Services Assistant II OR		0.000	0.000	0.000	0.000	
Fiscal and Technical Services Assistant I		0.000	0.000	0.000	0.000	
		7.000	7.000	7.000	7.000	
TREASURER-TAX COLLECTOR	20050					
Treasurer/Tax Collector		1.000	1.000	1.000	1.000	
Assistant Treasurer/Tax Collector		1.000	1.000	1.000	1.000	
Collections Officer I or II		1.000	1.000	1.000	1.000	
Accounting Technician		0.000	0.000	0.000	0.000	
Treasurer/Tax Technician		0.000	0.000	0.000	0.000	
Treasurer/Tax Specialist II or		3.000	3.000	3.000	3.000	
Treasurer/Tax Specialist I		0.000	0.000	0.000	0.000	
		6.000	6.000	6.000	6.000	

<u>GENERAL</u>		11/12			
		10/11	11/12	11/12	11/12
		Positions	Positions	Positions	Positions
CLASSIFICATION		Adopted	Requested	Recommended	Adopted
ASSESSOR	20060				
Assessor		1.000	1.000	1.000	1.000
Chief Appraiser		1.000	1.000	1.000	1.000
Auditor/Appraiser III/ II/I or		0.000	0.000	0.000	0.000
Appraiser III or		3.000	3.000	3.000	3.000
Appraiser II or		0.000	0.000	0.000	0.000
Appraiser I or		0.000	0.000	0.000	0.000
Appraiser Assistant		0.000	0.000	0.000	0.000
Department Fiscal Officer I or		1.000	1.000	1.000	1.000
Assessor's Officer Manager		0.000	0.000	0.000	0.000
GIS Technician		0.000	0.000	0.000	0.000
Cadastral Drafting Specialist		1.000	1.000	1.000	1.000
Property Tax Assessment Technician OR		1.000	1.000	1.000	1.000
Property Tax Assessment Specialist I or II		0.000	0.000	0.000	0.000
Fiscal and Technical Services Assistant III or		0.000	0.000	0.000	0.000
Fiscal and Technical Services Assistant II or		0.000	0.000	0.000	0.000
Fiscal and Technical Services Assistant I		0.000	0.000	0.000	0.000
		8.000	8.000	8.000	8.000
COUNTY COUNSEL	20080				
County Counsel		1.000	1.000	1.000	1.000
Deputy County Counsel III OR		0.000	0.000	0.000	0.000
Deputy County Counsel II OR		1.000	1.000	1.000	1.000
Deputy County Counsel I		0.000	0.000	0.000	0.000
Management Analyst II/I		0.000	0.000	0.000	0.000
Paralegal I, II, or III		1.000	1.000	1.000	1.000
		3.000	3.000	3.000	3.000
ELECTIONS-COUNTY CLERK	20100				
Clerk/Recorder		0.450	0.450	0.450	0.450
Assistant County Clerk/Recorder		0.330	0.330	0.330	0.330
Elections Specialist		0.000	0.000	0.000	0.000
Elections Coordinator		0.750	0.750	0.750	0.750
Deputy Clerk/Recorder II or		1.000	1.000	1.000	1.000
Deputy Clerk/Recorder I		0.000	0.000	0.000	0.000
		2.530	2.530	2.530	2.530
DEPARTMENT OF FACILITY SERVICES	20120				
Director of Facility Services		0.830	0.830	0.830	0.830
Superintendent of Building & Grounds		0.000	0.000	0.000	0.000
Department Fiscal Officer I		1.000	1.000	1.000	1.000
Project Manager		0.000	0.000	0.000	0.000
Building & Grounds Maintenance Supervisor II OR		1.000	1.000	1.000	1.000
Building & Grounds Maintenance Supervisor I		0.000	0.000	0.000	0.000
Building & Grounds Maintenance Technician		1.000	1.000	1.000	1.000
Building & Grounds Maintenance Worker II OR		3.000	3.000	2.000	2.000
Building & Grounds Maintenance Worker I		0.000	0.000	0.000	0.000
Fiscal & Technical Services Asst. III		0.000	0.000	0.000	0.000
Administrative Assistant II or		0.000	0.000	0.000	0.000
Administrative Assistant I		0.000	0.000	0.000	0.000
		6.830	6.830	5.830	5.830
PARKS SERVICES	20756				
Building & Grounds Maintenance Worker II OR		1.000	1.000	1.000	1.000
Building & Grounds Maintenance Worker I		0.000	0.000	0.000	0.000
		1.000	1.000	1.000	1.000

Sept.3, 2011

CLASSIFICATION	10/11 Positions Adopted	11/12 Positions Requested	11/12 Positions Recommended	11/12 Positions Adopted	11/12 Adopted Reductions of Filled Positions
FAIR***	20190				
County Fair/Event Ctr Manager	1.000	1.000	0.500	0.500	Sept.3, 2011
Fair Fiscal Coordinator II or	1.000	1.000	0.900	0.900	Sept.3, 2011
Fair Fiscal Coordinator I	0.000	0.000	0.000	0.000	
Department Fiscal Officer I	0.000	0.000	0.000	0.000	
Building & Grounds Maintenance Supervisor II or	1.000	1.000	0.900	0.900	Sept.3, 2011
Building & Grounds Maintenance Supervisor I	0.000	0.000	0.000	0.000	
Building & Grounds Maintenance Worker II OR	0.000	0.000	0.000	0.000	
Building & Grounds Maintenance Worker I	0.000	0.000	0.000	0.000	
	3.000	3.000	2.300	2.300	
ENGINEERING-PUBLIC WORKS	20210				
Senior Engineering Technician	0.000	0.000	0.000	0.000	
Engineering Technician II or I	2.000	2.000	2.000	2.000	
Fiscal & Technical Service Assistant III or	1.000	1.000	1.000	1.000	
Fiscal & Technical Service Assistant II or	0.000	0.000	0.000	0.000	
Fiscal & Technical Service Assistant I	0.000	0.000	0.000	0.000	
	3.000	3.000	3.000	3.000	
INFORMATION TECHNOLOGY	20220				
Information Systems Manager	1.000	1.000	1.000	1.000	
Systems Analyst II OR	1.000	1.000	1.000	1.000	
Systems Analyst I	0.000	0.000	0.000	0.000	
Office Automation Analyst	0.000	0.000	0.000	0.000	
Programmer Analyst	1.000	1.000	1.000	1.000	
Office Automation Specialist	1.000	1.000	1.000	1.000	
Telecommunications Technician	0.800	0.800	0.500	0.500	Reduced to .5 Sept.3,2011
	4.800	4.800	4.500	4.500	
RECORDS MANAGEMENT	20469				
Clerk/Recorder	0.100	0.100	0.100	0.100	
Asst. County Clerk/Recorder	0.330	0.330	0.330	0.330	
Records Coordinator	1.000	1.000	0.000	0.000	Remove Retirement 12/31/11
Records Management Technician II or I	0.000	0.000	0.000	0.000	
	1.430	1.430	0.430	0.430	
GENERAL TOTALS	57.590	57.590	53.590	53.590	

PUBLIC PROTECTION

CLASSIFICATION

CHILD SUPPORT SERVICES	70280				
Director of Child Support Services	1.000	1.000	1.000	1.000	
Deputy Child Support Attorney II or	1.000	0.250	0.250	0.250	
Deputy Child Support Attorney I	0.000	0.000	0.000	0.000	
Assistant Director of Child Support Services or	1.000	1.000	1.000	1.000	
Community Outreach Coordinator	0.000	0.000	0.000	0.000	
Department Fiscal Officer I OR	0.000	0.000	0.000	0.000	
Child Support Accounting Specialist	1.000	1.000	1.000	1.000	
Supervising Child Support Specialist	0.000	0.000	0.000	0.000	
Program Training Compliance Analyst	0.000	0.000	0.000	0.000	
Child Support Specialist III or	1.000	1.000	1.000	1.000	
Child Support Specialist II or	3.000	3.000	3.000	3.000	
Child Support Specialist I or	0.000	0.000	0.000	0.000	

PUBLIC PROTECTION		10/11	11/12	11/12	11/12	11/12
		Positions	Positions	Positions	Positions	Adopted
CLASSIFICATION		Adopted	Requested	Recommended	Adopted	Reductions
						of Filled Positions
Child Support Assistant I		0.000	0.000	0.000	0.000	
Legal Services Assistant II or		0.000	0.000	0.000	0.000	
Legal Services Assistant I		1.000	1.000	1.000	1.000	
Administrative Assistant II or		0.000	0.000	0.000	0.000	
Administrative Assistant I		1.000	1.000	1.000	1.000	
Fiscal and Technical Services Assistant III OR		0.000	0.000	0.000	0.000	
Fiscal and Technical Services Assistant II		0.000	0.000	0.000	0.000	
Child Support Assistant I		0.000	0.000	0.000	0.000	
Office Assistant III or		0.000	0.000	0.000	0.000	
Office Assistant II or		0.000	0.000	0.000	0.000	
Office Assistant I		0.000	0.000	0.000	0.000	
		10.000	9.250	9.250	9.250	
ANIMAL CONTROL	20428					
Animal Control Supervisor		0.600	0.600	0.600	0.600	
Animal Control Officer II OR		0.600	0.600	0.600	0.600	
Animal Control Officer I		0.000	0.000	0.000	0.000	
Shelter Attendant		0.500	0.500	0.500	0.500	
Fiscal & Technical Services Assistant II		0.600	0.600	0.600	0.600	
Office Assistant I, II, or III		0.000	0.000	0.000	0.000	
		2.300	2.300	2.300	2.300	
DISTRICT ATTORNEY/CRIMINAL	70301					
District Attorney		1.000	1.000	1.000	1.000	
Sr. DA Investigator		1.000	1.000	0.750	0.750	
District Attorney Investigator		0.000	0.000	0.000	0.000	
Assistant District Attorney or		1.000	1.000	1.000	1.000	
Deputy District Attorney III or		0.000	0.000	0.000	0.000	
Deputy District Attorney II or I		1.000	1.000	1.000	1.000	
Family Violence Officer		0.000	0.000	0.000	0.000	
Department Fiscal Officer I OR		1.640	1.640	1.640	1.640	
Grant Compliance Officer		0.000	0.000	0.000	0.000	
District Attorney Administrator/Asst. Public Admin OR		0.560	0.560	0.560	0.560	
Paralegal I, II or III OR		1.000	1.000	1.000	1.000	
Legal Services Assistant II OR		0.000	0.000	0.000	0.000	
Legal Services Assistant I		0.000	0.000	0.000	0.000	
Investigative Assistant		0.800	0.800	0.800	0.800	
Grant Compliance Assistant		0.000	0.000	0.000	0.000	
		8.000	8.000	7.750	7.750	
DISTRICT ATTORNEY/OCJP-ADA***	70302					
Sr. District Attorney Investigator		0.000	0.000	0.100	0.100	
Department Fiscal Officer I OR		0.000	0.000	0.000	0.000	
Grant Compliance Officer						
Grant Compliance Assistant		0.000	0.000	0.000	0.000	
Family Violence Officer		0.000	0.000	0.000	0.000	
		0.000	0.000	0.100	0.100	
DISTRICT ATTORNEY/SAPP	70303					
Sr. District Attorney Investigator		0.000	0.000	0.000	0.000	
District Attorney Investigator		0.000	0.000	0.000	0.000	
Family Violence Officer		0.000	0.000	0.000	0.000	
		0.000	0.000	0.000	0.000	

PUBLIC PROTECTION		10/11	11/12	11/12	11/12	11/12
		Positions	Positions	Positions	Positions	Adopted
CLASSIFICATION		Adopted	Requested	Recommended	Adopted	Reductions
		of Filled Positions				
DA/SRVP GRANT	70306					
Sr. District Attorney Investigator		0.000	0.000	0.150	0.150	
DA/Investigator		0.000	0.000	0.000	0.000	
Department Fiscal Officer I OR		0.000	0.000	0.000	0.000	
Grant Compliance Officer		0.000	0.000	0.000	0.000	
Family Violence Officer		0.000	0.000	0.000	0.000	
Community Outreach Coordinator		0.000	0.000	0.000	0.000	
Grant Compliance Assistant		0.000	0.000	0.000	0.000	
Investigative Assistant		0.200	0.200	0.000	0.000	
		0.200	0.200	0.150	0.150	
INTENSIVE DRUG OCJP-PROB.***	20370					
Deputy Probation Officer III OR		0.500	0.500	0.500	0.500	
Deputy Probation Officer II OR		0.000	0.000	0.000	0.000	
Deputy Probation Officer I		0.000	0.000	0.000	0.000	
		0.500	0.500	0.500	0.500	
PROBATION	20400					
Chief Probation Officer*		1.000	1.000	1.000	1.000	
Supervising Deputy Probation Officer		1.000	1.000	1.000	1.000	
Department Fiscal Officer I		1.000	1.000	1.000	1.000	
Deputy Probation Officer III or		5.750	5.750	5.750	5.750	
Deputy Probation Officer II or		0.000	0.000	0.000	0.000	
Deputy Probation Officer I		0.000	0.000	0.000	0.000	
Report Writer		0.000	0.000	0.000	0.000	
Probation Program Coordinator/Admin. Asst.		0.000	0.000	0.000	0.000	
Detention Coordinator		0.500	0.500	0.500	0.500	
Probation Assistant		1.000	1.000	1.000	1.000	
Legal Services Assistant II OR		1.625	1.625	1.625	1.625	
Legal Services Assistant I		0.000	0.000	0.000	0.000	
Office Assistant I, II or III		0.750	0.750	0.750	0.750	
		12.625	12.625	12.625	12.625	
PROBATION OFFENDER TREATMENT RECOVERY/ACT	20401					
Probation Officer I or II		1.000	1.000	1.000	1.000	
Probation Assistant		0.500	0.500	0.500	0.500	
Fiscal Officer I or II		0.500	0.500	0.500	0.500	
		2.000	2.000	2.000	2.000	
PROBATION INTENSIVE SUPERVISION	20402					
Office Assistant I, II, or III		0.250	0.250	0.250	0.250	
		0.250	0.250	0.250	0.250	
PROBATION YOUTH OFFENDER BLOCK GRANT	20415					
Fiscal Officer I or II		0.500	0.500	0.500	0.500	
Probation Assistant		1.000	1.000	1.000	1.000	
		1.500	1.500	1.500	1.500	
VICTIM WITNESS-DA	20420					
Victim/Witness Coordinator		1.000	1.000	1.000	1.000	
Victim/Witness Advocate		1.000	1.000	1.000	1.000	
Secretary		0.000	0.000	0.000	0.000	
		2.000	2.000	2.000	2.000	
PUB. GUARDIAN/CONS./SOCIAL SERVE.	20430					
Chief Deputy Public Guardian/Conservator		1.000	1.000	1.000	1.000	
Deputy Public Guardian/Conservator II		0.750	0.750	0.750	0.750	
Chief Probation Officer		0.000	0.000	0.000	0.000	
		1.750	1.750	1.750	1.750	

<u>PUBLIC PROTECTION</u>		10/11	11/12	11/12	11/12	11/12
CLASSIFICATION		Positions	Positions	Positions	Positions	Adopted
		Adopted	Requested	Recommended	Adopted	Reductions
						of Filled Positions
SHERIFF	70330					
Sheriff/Coroner		1.000	1.000	1.000	1.000	
Undersheriff or		1.000	0.000	0.000	0.000	
Assistant Sheriff or		2.000	2.000	2.000	2.000	
Patrol Commander		0.000	0.000	0.000	0.000	
Sheriff Administrative Sergeant		1.000	1.000	1.000	1.000	
Sheriff Investigator Sergeant		1.000	1.000	1.000	1.000	
Sheriff's Sergeant		6.000	6.000	6.000	6.000	
Sheriff's Investigator		3.500	3.500	3.500	3.500	
Deputy Sheriff II OR		20.000	20.000	20.000	20.000	
Deputy Sheriff I		0.000	0.000	0.000	0.000	
Sheriff Fiscal Officer I or II		1.000	1.000	1.000	1.000	
Grant Compliance Officer		0.000	0.000	0.000	0.000	
Communications Supervisor		1.000	1.000	1.000	1.000	
Sheriff Office Manager		1.000	1.000	1.000	1.000	
Crime Analyst		1.000	1.000	1.000	1.000	
Sheriff's Dispatcher II OR		8.000	8.000	8.000	8.000	
Sheriff's Dispatcher I		0.000	0.000	0.000	0.000	
Sheriff Services Assistant II or		2.000	2.000	2.000	2.000	
Sheriff Services Assistant I		1.500	1.500	1.500	1.500	
		51.000	50.000	50.000	50.000	
Cal-MMET - Sheriff	70343					
Sheriff Investigator		1.000	1.000	1.000	1.000	
		1.000	1.000	1.000	1.000	
SLESF	70356					
Deputy Sheriff II		1.000	1.000	1.000	1.000	
		1.000	1.000	1.000	1.000	
AB 443	70331					
Deputy Sheriff II		1.000	1.000	1.000	1.000	
		1.000	1.000	1.000	1.000	
OCJP DRUG ENFORCEMENT	70385					
Sheriff Investigator		0.500	0.500	0.500	0.500	
		0.500	0.500	0.500	0.500	
AGRICULTURAL COMMISSIONER	20425					
Agricultural Commissioner/Sealer of Weights & Measures		1.000	1.000	1.000	1.000	
Agricultural Weights & Measures Inspector III OR		1.000	1.000	1.000	1.000	
Agricultural Weights & Measures Inspector II OR		0.000	0.000	0.000	0.000	
Agricultural Weights & Measures Inspector I		0.000	0.000	0.000	0.000	
Agricultural Weights & Measures Technician		1.000	1.000	1.000	1.000	
Administrative Assistant II or		0.500	0.500	0.500	0.500	
Administrative Assistant I		0.000	0.000	0.000	0.000	
		3.500	3.500	3.500	3.500	
CLERK-RECORDER	20460					
Clerk/Recorder		0.450	0.450	0.450	0.450	
Assistant County Clerk/Recorder		0.340	0.340	0.340	0.340	
Supervising Deputy Recorder		0.000	0.000	0.000	0.000	
Elections Specialist		0.000	0.000	0.000	0.000	
Elections Coordinator		0.250	0.250	0.250	0.250	
Lead Deputy Clerk/Recorder		1.000	1.000	1.000	1.000	
Deputy Clerk/Recorder II or		2.000	2.000	1.000	1.000	
Deputy Clerk/Recorder I		0.000	0.000	0.000	0.000	
		4.040	4.040	3.040	3.040	
OFFICE OF EMERGENCY SERVICES	20470					
Emergency Services Director		0.500	0.250	0.250	0.250	
Division Chief of Environmental Health		0.000	0.250	0.250	0.250	
Secretary		0.000	0.000	0.000	0.000	
		0.500	0.500	0.500	0.500	

		10/11	11/12	11/12	11/12	11/12
		Positions	Positions	Positions	Positions	Adopted
		Adopted	Requested	Recommended	Adopted	Reductions
						of Filled Positions
PUBLIC PROTECTION						
CLASSIFICATION						
PUBLIC ADMINISTRATOR-D.A.	20432					
District Attorney Administrator/Asst. Public Admin or		0.300	0.300	0.300	0.240	
Department Fiscal Officer I		0.100	0.100	0.100	0.160	
		0.400	0.400	0.400	0.400	
BUILDING DEPARTMENT	20426					
Director of Bulding Services		1.000	1.000	1.000	1.000	
Assistant Building Official		0.000	0.000	0.000	0.000	
Project Manager		0.000	0.000	0.000	0.000	
Senior Building Plancheck/Inspctor OR		4.000	4.000	4.000	4.000	
Plans Examiner II OR		0.000	0.000	0.000	0.000	
Building Plancheck/Inspctor OR		0.000	0.000	0.000	0.000	
Plans Examiner I OR		0.000	0.000	0.000	0.000	
Senior Building Inspector OR		0.000	0.000	0.000	0.000	
Building Inspector II OR		0.000	0.000	0.000	0.000	
Building Inspector I		0.000	0.000	0.000	0.000	
Senior Permit Technician OR		2.000	2.000	2.000	2.000	
Permit Technician		0.000	0.000	0.000	0.000	
Department Fiscal Officer II or		0.500	0.500	0.500	0.500	
Department Fiscal Officer I		0.000	0.000	0.000	0.000	
Administrative Assistant II OR		0.000	0.000	0.000	0.000	
Administrative Assistant I		0.000	0.000	0.000	0.000	
		7.500	7.500	7.500	7.500	
PLANNING DEPARTMENT	20490					
Planning Manager (Director)		1.000	1.000	1.000	1.000	
Assistant Director of Planning		0.000	0.000	0.000	0.000	
Senior Planner OR		2.000	2.000	2.000	2.000	
Associate Planner OR		0.000	0.000	0.000	0.000	
Assistant Planner		0.000	0.000	0.000	0.000	
Executive Assistant - Planning		1.000	1.000	1.000	1.000	
Department Fiscal Officer II or		0.300	0.300	0.300	0.300	
Department Fiscal Officer I		0.000	0.000	0.000	0.000	
Administrative Assistant II OR		0.000	0.000	0.000	0.000	
Administrative Assistant I		0.000	0.000	0.000	0.000	
		4.300	4.300	4.300	4.300	
CODE ENFORCEMENT	20450					
Chief Code Enforcement Officer		0.000	0.000	0.000	0.000	
Code Compliance Officer or		0.000	0.000	0.000	0.000	
Code Enforcement Officer		1.000	1.000	0.700	0.700	Reduction .3 FTE 9-3-11
Department Fiscal Officer II or		0.100	0.100	0.100	0.100	
Department Fiscal Officer I		0.000	0.000	0.000	0.000	
		1.100	1.100	0.800	0.800	
GIS DEPARTMENT	20510					
Geographic Information Systems Coordinator		1.000	0.000	0.000	0.000	
Geographic Information System Planner II OR		1.000	1.000	1.000	1.000	
Geographic Information System Planner I OR		0.000	0.000	0.000	0.000	
Planning Technician		0.000	0.000	0.000	0.000	
Department Fiscal Officer II or		0.100	0.100	0.100	0.100	
Department Fiscal Officer I		0.000	0.000	0.000	0.000	
		2.100	1.100	1.100	1.100	
JAIL***	70380					
Jail Commander		1.000	1.000	1.000	1.000	
Correctional Corporal		5.000	5.000	5.000	5.000	
Correctional Officer II OR		11.000	11.000	11.000	11.000	
Correctional Officer I		0.000	0.000	0.000	0.000	
		17.000	17.000	17.000	17.000	

<u>PUBLIC PROTECTION</u>		10/11	11/12	11/12	11/12	11/12
CLASSIFICATION		Positions	Positions	Positions	Positions	Adopted
		Adopted	Requested	Recommended	Adopted	Reductions
						of Filled Positions
BAILIFF-SHERIFF	70350					
Correctional Officer II		2.000	1.000	1.000	1.000	
Deputy Sheriff II		0.000	1.000	1.000	1.000	
		2.000	2.000	2.000	2.000	
PUBLIC PROTECTION TOTALS		136.565	135.315	133.815	133.815	

<u>PUBLIC WAYS AND FACILITIES</u>		10/11	11/12	11/12	11/12	11/12
CLASSIFICATION		Positions	Positions	Positions	Positions	Adopted
		Adopted	Requested	Recommended	Adopted	Reductions
						of Filled Positions
PUBLIC WORKS DEPARTMENT***	20521					
Director of Public Works*		1.000	1.000	1.000	1.000	
Assistant Director of Public Works		1.000	1.000	1.000	1.000	
Deputy Director of Public Works		1.000	1.000	1.000	1.000	
Associate Engineer OR		3.000	3.000	3.000	3.000	
Assistant Engineer or		0.000	0.000	0.000	0.000	
Engineering Technician II or		1.000	1.000	1.000	1.000	
Engineering Technician I		0.000	0.000	0.000	0.000	
Equipment Maintenance Supervisor		1.000	1.000	1.000	1.000	
Department Fiscal Officer II or		1.000	1.000	1.000	1.000	
Department Fiscal Officer I		0.000	0.000	0.000	0.000	
Lead Power Equipment Mechanic		1.000	1.000	1.000	1.000	
Public Works Maintenance Supervisor		6.000	6.000	6.000	6.000	
Power Equipment Mechanic II, I OR		5.000	5.000	5.000	5.000	
Equipment Service Worker		0.000	0.000	0.000	0.000	
Public Works Maintenance Leadworker		6.000	6.000	6.000	6.000	
Welder		1.000	1.000	1.000	1.000	
Public Works Maintenance Worker III, II OR I		22.000	22.000	22.000	22.000	
Fiscal and Technical Services Assistant III or		2.000	2.000	2.000	2.000	
Fiscal and Technical Services Assistant II or		0.000	0.000	0.000	0.000	
Fiscal and Technical Services Assistant I		0.000	0.000	0.000	0.000	
Secretary		0.000	0.000	0.000	0.000	
Engineering Aide		0.000	0.000	0.000	0.000	
		52.000	52.000	52.000	52.000	
FLOOD CONTROL PROGRAM	26103					
General Manager		0.715	0.715	0.715	0.715	
		0.715	0.715	0.715	0.715	
MONTEREY FORUM	26013					
General Manager		0.285	0.285	0.285	0.285	
		0.285	0.285	0.285	0.285	
AIRPORTS	20891					
(A Division of Facility Services)						
Director of Facility Services		0.170	0.170	0.170	0.170	
Airport Manager		2.000	2.000	2.000	2.000	
Project Manager		0.000	0.000	0.000	0.000	
Geographic Information System Planner II		0.000	0.000	0.000	0.000	
		2.170	2.170	2.170	2.170	
PUBLIC WAYS AND FACILITIES TOTALS		55.170	55.170	55.170	55.170	

<u>PUBLIC ASSISTANCE</u>					11/12
	10/11	11/12	11/12	11/12	Adopted
CLASSIFICATION	Positions	Positions	Positions	Positions	Reductions
	Adopted	Requested	Recommended	Adopted	of Filled Positions
VETERAN'S SERVICE	20640				
(Division of Public Health)					
Division Director Veterans Service Officer		1.000	1.000	1.000	
Veterans Service Officer	1.000	0.000	0.000	0.000	
Veterans Service Representative II OR	0.800	0.000	0.000	0.000	
Veterans Service Representative I	0.000	0.000	0.000	0.000	
	1.800	1.000	1.000	1.000	
SENIOR SERVICES	20830				
(Division of Public Health)	20480				
Senior Services Director	1.000	1.000	1.000	1.000	
Office Supervisor	0.000	0.000	0.000	0.000	
Driver III, or Driver II, or Driver I	2.450	2.450	2.450	2.450	
Driver II	0.000	0.000	0.000	0.000	
Driver I	0.000	0.000	0.000	0.000	
Site Manager	3.000	3.000	3.000	3.000	
Head Cook	3.000	3.000	3.000	3.000	
Assistant Cook	1.800	1.800	1.350	1.350	.45FTE Asst. Cook Layoff 9/3
	11.250	11.250	10.800	10.800	
SOCIAL SERVICES ***	70590				
Social Services Director/Pub. Guardian/Pub. Conser	1.000	1.000	1.000	1.000	
Program Manager Services/Asst. Dir.	1.000	1.000	1.000	1.000	
Staff Services Manager	1.000	1.000	1.000	1.000	
Childrens Services Coordinator	0.000	0.000	0.000	0.000	
Program Manager/AFDC/Gain	1.000	1.000	1.000	1.000	
Social Services Supervisor II or	0.000	0.000	0.000	0.000	
Social Services Supervisor I	1.000	1.000	1.000	1.000	
Welfare Fraud Investigator II OR	1.000	1.000	1.000	1.000	
Welfare Fraud Investigator I	0.000	0.000	0.000	0.000	
Department Fiscal Officer II or	0.000	0.000	0.000	0.000	
Department Fiscal Officer I	0.000	0.000	0.000	0.000	
Employment and Training Supervisor	1.000	1.000	1.000	1.000	
Systems Support Analyst	0.000	0.000	0.000	0.000	
Staff Services Analyst II or	1.000	1.000	1.000	1.000	
Staff Services Analyst I	0.000	0.000	0.000	0.000	
Senior Social Worker OR	2.000	2.000	2.000	2.000	
Social Worker IV OR	0.000	0.000	0.000	0.000	
Social Worker III OR	6.000	6.000	6.000	6.000	
Social Worker II OR	0.000	0.000	0.000	0.000	
Social Worker I	0.000	0.000	0.000	0.000	
Benefit Assistance Counselor Supervisor	1.000	1.000	1.000	1.000	
Employment and Training Worker III OR	1.000	1.000	1.000	1.000	
Employment and Training Worker II OR	2.000	2.000	2.000	2.000	
Employment and Training Worker I	0.000	0.000	0.000	0.000	
Legal Services Assistant II	0.000	0.000	0.000	0.000	
Information Systems Technician	1.000	1.000	1.000	1.000	
Office Supervisor	1.000	1.000	1.000	1.000	
Benefits Assistance Counselors III or	1.000	1.000	1.000	1.000	
Benefits Assistance Counselors II or	4.000	4.000	4.000	4.000	
Benefits Assistance Counselors I	0.000	0.000	0.000	0.000	
Social Services Aide	2.000	2.000	2.000	2.000	
Administrative Assistant II or	1.000	1.000	1.000	1.000	
Administrative Assistant I	0.000	0.000	0.000	0.000	
Fiscal and Technical Services Assistant III OR	1.000	1.000	1.000	1.000	
Fiscal and Technical Services Assistant II OR	0.000	0.000	0.000	0.000	
Fiscal and Technical Services Assistant I	0.000	0.000	0.000	0.000	

<u>PUBLIC ASSISTANCE</u>		10/11	11/12	11/12	11/12	11/12
CLASSIFICATION		Positions	Positions	Positions	Positions	Adopted
		Adopted	Requested	Recommended	Adopted	Reductions
						of Filled Positions
SOCIAL SERVICES CONT	70590					
Office Assistant III OR		3.000	3.000	3.000	3.000	
Office Assistant II OR		0.000	0.000	0.000	0.000	
Office Assistant I		0.000	0.000	0.000	0.000	
		34.000	34.000	34.000	34.000	
PUBLIC ASSISTANCE TOTALS		47.050	46.250	45.800	45.800	

<u>HEALTH AND SANITATION</u>		10/11	11/12	11/12	11/12	11/12
CLASSIFICATION		Positions	Positions	Positions	Positions	Adopted
		Adopted	Requested	Recommended	Adopted	Reductions
						of Filled Positions
ENVIRONMENTAL HEALTH	20550					
(Division of Public Health)						
Division Chief of Environmental Health		1.000	0.750	0.750	0.750	
Senior Environmental Health Specialist		0.000	0.000	0.000	0.000	
Environmental Health Specialist III or		3.000	3.000	3.000	3.000	
Environmental Health Specialist II or		0.000	1.000	1.000	1.000	
Environmental Health Specialist I		0.000	0.000	0.000	0.000	
Hazardous Materials Specialist I, II or III		1.000	1.000	1.000	1.000	
Environmental Health Technician II or		0.000	0.000	0.000	0.000	
Environmental Health Technician I		1.000	1.000	1.000	1.000	
Environmental Health Aide		0.000	0.000	0.000	0.000	
Administrative Assistant II or I		1.000	1.000	1.000	1.000	
Office Assistant III, II or I		0.000	0.000	0.000	0.000	
		7.000	7.750	7.750	7.750	
HEALTH-STATE AID	70559					
Health Education Coordinator II		0.500	0.500	0.500	0.500	
Health Education Specialist		0.000	0.000	0.000	0.000	
Public Health Nurse II		0.100	0.140	0.140	0.140	
Department Fiscal Officer		0.150	0.130	0.130	0.130	
Fiscal & Technical Service Assistant III		0.000	0.000	0.000	0.000	
		0.750	0.770	0.770	0.770	
PUBLIC HEALTH***	70560					
Public Health Director		1.000	1.000	1.000	1.000	
Director of Nursing		0.520	0.610	0.610	0.610	
Public Health Program Chief		0.000	0.000	0.000	0.000	
Physicians Assistant		0.500	0.500	0.500	0.500	
Nurse Practitioner		0.000	0.000	0.000	0.000	
Public Health Nurse III, Supervisor		0.000	0.000	0.000	0.000	
Public Health Nurse II or Registered Nurse II or		4.800	4.910	4.910	4.910	
Public Health Nurse I or Registered Nurse I or		0.000	0.000	0.000	0.000	
Licensed Vocational Nurse		0.000	0.000	0.000	0.000	
Health Education Coordinator II or		4.800	3.550	3.550	3.550	
Health Education Coordinator I or		0.000	0.000	0.000	0.000	
Health Education Specialist or		0.000	0.000	0.000	0.000	
Community Outreach Coordinator		0.000	0.000	0.000	0.000	
Management Analyst II/I		0.000	0.000	0.000	0.000	
Department Fiscal Officer II or		1.000	0.800	0.800	0.800	
Department Fiscal Officer I		1.850	1.770	1.770	1.770	
Grant Compliance Officer		1.000	1.000	1.000	1.000	
Office Supervisor		0.000	0.000	0.000	0.000	
Fiscal and Technical Services Assistant III OR		1.000	1.000	1.000	1.000	
Fiscal and Technical Services Assistant II OR		0.000	0.000	0.000	0.000	

HEALTH AND SANITATION	10/11	11/12	11/12	11/12	11/12
CLASSIFICATION	Positions	Positions	Positions	Positions	Adopted
	Adopted	Requested	Recommended	Adopted	Reductions
					of Filled Positions
Fiscal and Technical Services Assistant I	0.000	0.000	0.000	0.000	
Administrative Assistant II or	1.000	0.000	0.000	0.000	
Administrative Assistant I	0.000	0.000	0.000	0.000	
Office Assistant III OR	1.000	1.000	1.000	1.000	
Office Assistant II OR	0.000	0.000	0.000	0.000	
Office Assistant I	0.000	0.000	0.000	0.000	
	18.470	16.140	16.140	16.140	
CDC BASE/PAN FLUE 70561	70561				
Director of Nursing	0.27	0	0	0	
Public Health Nurse II or Registered Nurse II or	0.15	0.35	0.35	0.35	
Public Health Nurse I or Registered Nurse I or	0.00	0.00	0.00	0.00	
Licensed Vocational Nurse	0.00	0.00	0.00	0.00	
Health Education Coordinator II or	0.75	0.50	0.50	0.50	
Health Education Coordinator I or	0.000	0.000	0.000	0.000	
Health Education Specialist	0.000	0.000	0.000	0.000	
Department Fiscal Officer II	0.00	0.20	0.20	0.20	
	1.170	1.050	1.050	1.050	
CHILDREN AND FAMILIES COMMISSION 70562	70562				
Grants Compliance Officer	1.000	0.000	0.000	0.000	
Administrative Assistant I/II	0.000	0.000	0.000	0.000	
Executive Director (contracted)	0.000	1.000	1.000	1.000	
	1.000	1.000	1.000	1.000	
HPP 70566					
Director of Nursing	0.210	0.390	0.390	0.390	
Health Education Specialist or	0.250	0.250	0.250	0.250	
Health Education Coordinator I or II	0.000	0.000	0.000	0.000	
	0.460	0.640	0.640	0.640	
PHER 70568					
Director of Nursing	0.090	0.000	0.000	0.000	
Department Fiscal Officer II	0.030	0.000	0.000	0.000	
Physicians Assistant	0.030	0.000	0.000	0.000	
Health Education Coordinator II	0.050	0.000	0.000	0.000	
Office Assistant III	0.080	0.000	0.000	0.000	
Fiscal Technical Services Asst. III	0.130	0.000	0.000	0.000	
Administrative Assistant II	0.150	0.000	0.000	0.000	
Public Health Nurse II or Registered Nurse II or	0.450	0.000	0.000	0.000	
Public Health Nurse I or Registered Nurse I or	0.000	0.000	0.000	0.000	
Licensed Vocational Nurse	0.000	0.000	0.000	0.000	
	1.010	0.000	0.000	0.000	
MENTAL HEALTH*** 70570	70570				
Director of Mental Health	0.335	0.335	0.335	0.335	
Mental Health Program Chief	0.000	0.000	0.000	0.000	
MH Childrens Services Coordinator	0.300	0.150	0.150	0.150	
Program Manager	0.000	0.000	0.000	0.000	
Continuing Care Coordinator	0.450	0.300	0.300	0.300	
Licensed Clinical Social Worker	0.000	0.000	0.000	0.000	
Mental Health Therapist II or	4.750	4.750	4.750	4.750	
Mental Health Therapist I	0.000	0.000	0.000	0.000	
Department Fiscal Officer II or	0.450	0.450	0.450	0.450	
Department Fiscal Officer I	0.000	0.000	0.000	0.000	
Psychiatric Nurse II or	0.750	0.750	0.750	0.750	
Psychiatric Nurse I or	0.000	0.000	0.000	0.000	
Psychiatric Technician or	1.000	1.000	1.000	1.000	
Registered Nurse or	0.000	0.000	0.000	0.000	
Licensed Vocational Nurse	0.000	0.000	0.000	0.000	

HEALTH AND SANITATION		10/11	11/12	11/12	11/12	11/12
		Positions	Positions	Positions	Positions	Adopted
		Adopted	Requested	Recommended	Adopted	Reductions
CLASSIFICATION						of Filled Positions
MENTAL HEALTH ***						
Quality Assurance Coordinator		0.800	0.800	0.800	0.800	
Grant Compliance Officer		0.000	0.000	0.000	0.000	
Community Care Case Manager		2.420	2.420	2.420	2.420	
Fiscal and Technical Services Assistant III or		2.670	2.320	2.320	2.320	
Fiscal and Technical Services Assistant II or		0.000	0.000	0.000	0.000	
Fiscal and Technical Services Assistant I		0.000	0.000	0.000	0.000	
Office Assistant III or		0.000	0.000	0.000	0.000	
Office Assistant II or		0.000	0.000	0.000	0.000	
Office Assistant I		0.000	0.000	0.000	0.000	
		13.925	13.275	13.275	13.275	
MENTAL HEALTH PROP 63		70571				
Director of Mental Health		0.390	0.390	0.390	0.390	
Staff Services/Program Manager Wrap/CSOC/QA		0.000	0.000	0.000	0.000	
Childrens Services Coordinator		0.380	0.380	0.380	0.380	
Mental Health Therapist II or		1.600	1.600	1.600	1.600	
Mental Health Therapist I		0.000	0.000	0.000	0.000	
Department Fiscal Officer II or		0.200	0.200	0.200	0.200	
Department Fiscal Officer I		0.000	0.000	0.000	0.000	
Continuing Care Coordinator		0.100	0.100	0.100	0.100	
Community Care Case Manger		2.500	2.500	2.500	2.500	
Office Assistant II or		1.000	1.000	1.000	1.000	
Office Assistant I		0.000	0.000	0.000	0.000	
		6.170	6.170	6.170	6.170	
MSHA PEI		70573				
Director of Mental Health		0.050	0.050	0.050	0.050	
Department Fiscal Officer II or		0.050	0.050	0.050	0.050	
Department Fiscal Officer I		0.000	0.000	0.000	0.000	
Childrens Services Coordinator		0.050	0.050	0.050	0.050	
Fiscal and Technical Services Assistant III or		0.050	0.050	0.050	0.050	
Fiscal and Technical Services Assistant II or		0.000	0.000	0.000	0.000	
Fiscal and Technical Services Assistant I		0.000	0.000	0.000	0.000	
Mental Health Therapist II or		1.000	1.000	1.000	1.000	
Mental Health Therapist I		0.000	0.000	0.000	0.000	
		1.200	1.200	1.200	1.200	
SAMSHA***		70575				
Director of Mental Health		0.050	0.050	0.050	0.050	
Mental Health Program Chief		0.000	0.000	0.000	0.000	
Continuing Care Coordinator		0.450	0.600	0.600	0.600	
Licensed Clinical Social Worker		0.000	0.000	0.000	0.000	
Mental Health Therapist II or		0.000	0.000	0.000	0.000	
Mental Health Therapist I		0.000	0.000	0.000	0.000	
Department Fiscal Officer II or		0.050	0.050	0.050	0.050	
Department Fiscal Officer I		0.000	0.000	0.000	0.000	
Psychiatric Nurse II or		0.050	0.050	0.050	0.050	
Psychiatric Nurse I or		0.000	0.000	0.000	0.000	
Psychiatric Technician or		0.000	0.000	0.000	0.000	
Licensed Vocational Nurse		0.000	0.000	0.000	0.000	
Community Care Case Manager		0.980	0.980	0.980	0.980	
Fiscal and Technical Services Assistant III or		0.000	0.000	0.000	0.000	
Fiscal and Technical Services Assistant II or		0.000	0.000	0.000	0.000	
Fiscal and Technical Services Assistant I		0.000	0.000	0.000	0.000	
Program Assistant/Receptionist		0.000	0.000	0.000	0.000	

HEALTH AND SANITATION	10/11 Positions Adopted	11/12 Positions Requested	11/12 Positions Recommended	11/12 Positions Adopted	11/12 Adopted Reductions of Filled Positions
CLASSIFICATION					
Office Assistant III or	0.500	0.300	0.300	0.300	
Office Assistant II or	0.000	0.000	0.000	0.000	
Office Assistant I	0.000	0.000	0.000	0.000	
	2.080	2.030	2.030	2.030	
SIERRA HOUSE	70574				
Community Care House Manager	1.000	1.000	1.000	1.000	
Lead Community Care House Attendant	1.000	1.000	1.000	1.000	
Community Care House Attendant II or	4.950	4.000	4.000	4.000	
Community Care House Attendant I	0.000	0.000	0.000	0.000	
Office Assistant I, II or III	0.000	0.200	0.200	0.200	
	6.950	6.200	6.200	6.200	
MHSA EHR TECHNOLOGY	70576				
Fiscal Tech. Service Assistant I, II or III	0.280	0.630	0.630	0.630	
Department Fiscal Officer II	0.100	0.100	0.100	0.100	
Psychiatric Nurse II	0.200	0.200	0.200	0.200	
Community Care Case Manager	0.100	0.100	0.100	0.100	
MH Childrens Services Coordinator	0.150	0.300	0.300	0.300	
MH Therapist I or II	0.100	0.100	0.100	0.100	
	0.930	1.430	1.430	1.430	
CALWORKS MENTAL HEALTH	70577				
Mental Health Director	0.050	0.050	0.050	0.050	
Mental Health Therapist II or	0.850	0.850	0.850	0.850	
Mental Health Therapist I	0.000	0.000	0.000	0.000	
Program Chief	0.000	0.000	0.000	0.000	
Department Fiscal Officer	0.050	0.050	0.050	0.050	
	0.950	0.950	0.950	0.950	
WRAP AROUND	70578				
Mental Health Director	0.100	0.100	0.100	0.100	
Staff Services Manager	0.000	0.000	0.000	0.000	
Childrens Services Coordinator	0.000	0.000	0.000	0.000	
Clinical Program Manager	0.100	0.100	0.100	0.100	
Department Fiscal Officer II	0.050	0.050	0.050	0.050	
Community Care Case Manager	0.500	0.500	0.500	0.500	
Fiscal Technical Service Assistant III	0.000	0.000	0.000	0.000	
Parent Aides	0.200	0.200	0.200	0.200	
	0.950	0.950	0.950	0.950	
MHSA WET	70579				
Director of Mental Health	0.120	0.025	0.025	0.025	
MH Childrens Services Coordinator	0.550	0.120	0.120	0.120	
Department Fiscal Officer II	0.050	0.050	0.050	0.050	
Fiscal Technical Service Assistant III or	0.220	0.000	0.000	0.000	
Fiscal Technical Service Assistant II or	0.000	0.000	0.000	0.000	
Fiscal Technical Service Assistant I	0.000	0.000	0.000	0.000	
Community Care House Attendant II or	0.050	0.000	0.000	0.000	
Community Care House Attendant I	0.000	0.000	0.000	0.000	
Psychiatric Nurse	0.050	0.000	0.000	0.000	
Mental Health Therapist II or	0.150	0.000	0.000	0.000	
Mental Health Therapist I	0.000	0.000	0.000	0.000	
Community Care Case Manager	0.050	0.000	0.000	0.000	
Continuing Care Coordinator	0.000	0.000	0.000	0.000	
	1.240	0.195	0.195	0.195	
HEALTH AND SANITATION TOTALS	63.325	58.320	58.320	58.320	

EDUCATION		10/11	11/12	11/12	11/12	11/12
		Positions	Positions	Positions	Positions	Adopted
		Adopted	Requested	Recommended	Adopted	Reductions
CLASSIFICATION		of Filled Positions				
LIBRARY	20670					
County Librarian		1.000	1.000	1.000	1.000	
Librarian		1.750	1.750	1.500	1.500	
Fiscal & Technical Services Asst. II or		0.750	0.750	0.750	0.750	
Fiscal & Technical Services Asst. I		0.000	0.000	0.000	0.000	
Branch Library Assistant I or II		3.000	3.000	3.000	3.000	
Library Technician		0.000	0.000	0.000	0.000	
Library Clerk II		0.000	0.000	0.000	0.000	
Library Aide		0.850	0.850	0.850	0.850	
		7.350	7.350	7.100	7.100	
LITERACY	20675					
Literacy Director		0.000	0.000	0.000	0.000	
Lib./Literacy Program Coordinator		0.750	0.750	0.750	0.750	
Lib./Literacy Program Assistant II or I		1.075	1.075	1.075	1.075	
Lib./Literacy Program Assistant I		0.000	0.000	0.000	0.000	
Library Clerk II		0.000	0.000	0.000	0.000	
Literacy Clerk		0.000	0.000	0.000	0.000	
		1.825	1.825	1.825	1.825	
SIERRA COUNTY LITERACY	20678					
Literacy Program Coordinator		0.750	0.750	0.750	0.750	
Literacy Program Assistant		0.650	0.650	0.650	0.650	
		1.400	1.400	1.400	1.400	
FARM ADVISOR	20680					
Administrative Assistant II or		1.000	1.000	1.000	1.000	
Administrative Assistant I		0.000	0.000	0.000	0.000	
4H Program Asst.		0.500	0.500	0.250	0.250	
Office Assistant II/I		0.000	0.000	0.000	0.000	
		1.500	1.500	1.250	1.250	
EDUCATION TOTALS		12.075	12.075	11.575	11.575	

RECREATION AND CULTURE

CLASSIFICATION					
MUSEUM	20780				
Museum Director		1.000	1.000	1.000	1.000
Assistant Museum Director		1.000	1.000	0.750	0.750
Museum Registrar		0.000	0.000	0.000	0.000
Museum Aide		0.000	0.000	0.000	0.000
		2.000	2.000	1.750	1.750
RECREATION AND CULTURE TOTALS		2.000	2.000	1.750	1.750

GRAND TOTALS:	373.775	366.720	360.020	360.020
----------------------	----------------	----------------	----------------	----------------

JB

<u>APPL. NO.</u>	<u>APPLICANT</u>	<u>CATEGORY/PROJECT</u>	<u>AMOUNT REQUESTED</u>
1	Plumas County Fire Safe Council and Plumas Corporation John Sheehan and Jerry Hurley	Category I/III	\$ 150,000
2	Plumas County Proposal Planning Department, Office of Emergency Services, Coordinating Council	Category I/II/III	\$ 628,230
3	Plumas County Sheriff Search & Rescue	Category II	\$ 250,000
TOTAL BALANCE FORWARD			
TOTAL REQUESTED (APPLICATIONS 1-3)			\$ 820,710
TOTAL			\$ 1,028,230
			\$ (207,520)

Category I

Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires

Category II

Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved or (b) paid for by the participating county

Category III

Develop community wildfire protection plans in coordination with the Secretary of Agriculture

HR 2389 TITLE III

APPL.
NO.

APPLICANT

CATEGORY/PROJECT

AMOUNT
REQUESTED

STATUS

1	Plumas County Fire Safe Council and Plumas Corporation Brian West, Fire Safe Council Chair	Category I To reduce the loss of natural and manmade resources caused by wildfire through Firewise Community programs and pre-fire activities	\$ 150,000	Allocated
2	Plumas County Fire Warden/Marshal Board of Supervisors (Supervisor Meacher)	Category I/II/III - The Board of Supervisors will hire a County Fire/ Warden	\$ 75,000	Earmarked
3	Firewise Communities Radio Outreach Bruce Livingston	Category I/III Will use community radio to educate the public about firewise communities programs, and activities	\$ 5,000	Allocated
4	Search & Rescue Reimbursement Project Plumas County Sheriff Greg Hagwood	Category II Reimbursement for costs as primary responders for search and rescue missions in Plumas County, including firefighting	\$ 150,000	Allocated
5	Plumas County Planning Department Randy Wilson, Director	Category I/III Community Wildland Fire Protection Plan	\$ 30,000	Allocated
6	Greenhorn Creek Community Serv. District Roy Carter, General Manager	Category I Community Wildland Fire Protection Plan for the Greenhorn community to obtain Firewise Community certification for Greenhorn	\$ 18,125	Allocated
CARRYOVER FROM 2008			\$ 136,112	
RECEIVED FOR 2009			\$ 425,260	
TOTAL ALLOCATED/EARMARKED			\$ 428,125	
BALANCE			\$ 133,247	
RECEIVED FOR 2010			\$ 367,641	
RECEIVED FOR 2010 (FUNDING HELD BY STATE)			\$ 15,618	
ESTIMATED FOR 2011			\$ 304,203	
TOTAL BALANCE			\$ 820,710	



GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

3A

Memorandum

Date: 8/24/11

To: Honorable Board Of Supervisors

From: Sheriff Greg Hagwood

Re: Agenda Item for the meeting of September 20, 2011

It is recommended that the Board:

Approve purchase of emergency vehicles, for Plumas County Search and Rescue, from Title III monies.

Background and Discussion:

During the fiscal year of 2010-2011 the Sheriff's Office was allocated Title III funding in the amount of \$150,000.00 for reimbursement for costs as primary responders for search and rescue missions in Plumas County. These two requests are for \$146,000.00; however the balance remaining in the Title III allocation is only \$139,378.56. Additional grant monies obtained by the Sheriff's Office will be used, in addition to the Title III monies, to purchase the vehicles. As you are aware, the Board of Supervisors is the governing board that determines how the Title III monies are to be spent.

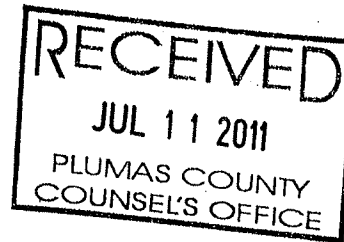
I have attached my 2 original requests for the Title III monies I sent to County Counsel. I have also attached 2 additional supplements, requested by County Counsel, for additional information. Due to its length, I have filed all attachments and additional information with the Clerk of the Board.

Request #1

L064 11-173

Memo

To: 1A3
From: 105
Date: 05/26/2011
Re: SAR Vehicle



The SAR Blazer has been using for many years has developed some significant mechanical problems that would take thousands of dollars to repair. The Blazer is currently completely out of service and not available for use. The cost of repairs will certainly greatly exceed the value of this vehicle which is now 23 years old. The problem for SAR is, the Blazer is important to our operations as its short wheelbase, and higher ground clearance can get to locations pick-ups can't and because it is used extensively for transportation needs in getting those individuals we locate back out to civilization or their vehicles.

I would not be prudent to pour the necessary funds into the Blazer if it can be avoided. I propose to use the Title III funds available to the department to fully fund replacing the vehicle. I believe a used Jeep Wrangler with four doors would be an appropriate replacement vehicle as it would provide the same characteristics and abilities that make the Blazer important to SAR operations. While SAR has some funds available to put into the project, I would like to avoid that if at all possible. Nevertheless that is an option.

What may not be clear is can Title III funds be used to purchase a vehicle. If you review the attached FAQs for Title III funding provided by the USFS, the bottom of page 3 and the top of page 4 discusses vehicles. The act does not explicitly authorize vehicle purchases, but it certainly would be appropriate to repair or replace a vehicle used almost exclusively on USFS property, as is the case with the Blazer. Either a decision to fully, or partially fund a replacement vehicle would require at least some review by County Counsel. I would add that Shasta County used their Title III funds in 2009 to buy two new vehicles specifically for response on Federal Lands. This appears to be new vehicles for their fleet and not just replacements as this request proposes. I attached their BOS report on Title III funding for review. I have also found out that Siskiyou County has bought vehicles for SAR using Title III, as well as a number of counties in Southern Oregon. It seems clear that purchasing a vehicle primarily for SAR use on USFS lands is an acceptable use of the Title III funding. To be sure, an opinion from County Counsel would probably be in order.

I believe a used replacement vehicle can be purchased for around \$26,000. What I need back is approval to proceed with the purchase after County Counsel has had a chance to review the request.

Plumas County Sheriff's Office
Title III Fund Request
May 26, 2011

Jeep Wrangler(Used)
Without emergency Equipment

\$26,000.00

Total

\$26,000.00

Request #2

**Plumas County
Sheriff's Office**

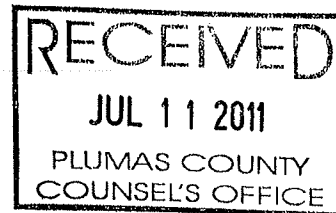
Memo

To: County Counsel

From: Assistant Sheriff Dean Canalla

Date: 6/15/11

Re: Title III monies



Sir,

As you are aware, the Plumas County Sheriff's Office is responsible for the entire County, in respect, to all Search and Rescue operations. We, the Plumas County Sheriff's Office, find ourselves in need of replacing some old worn out equipment. I have researched the requirements of Title III monies and found the following.

The Forest Service's web site it states; Salary and maintenance of vehicles, equipment, and facilities, in proportion to their actual use, for emergency services performed on federal land may be authorized under the Act. I have a copy of this web page in Attachment 1.

As you know, Plumas County consists of 2,554 square miles and over 1,815 square miles of that are US Forest Service lands. This equates to approximately 70% of Plumas County being Forest Service lands.

Throughout the Forest Service Lands in the county, the public enjoys every outdoor activity from white water rafting to snowmobiling. While enjoying these activities the public has grown to depend and call on the Sheriff's Office, when they run into trouble. Their needs maybe as simple as receiving directions, via cell phone, on how to get out of a remote area, to having life threatening injuries that demand immediate help, and even body recovery. In addition to the outdoor activities enjoyed by the public, the Sheriff's Office is responsible for many different types of incidents, from plane crashes to vehicle accidents in which the victims can not be reached by normal EMS

personnel. These incidents must be responded to in a timely manner to preserve human life.

As you can imagine, with that amount of distance to cover, response times can be at best, lengthy. It is this need that emergency vehicles are assigned to specific personnel so they can respond at a moments notice, from anywhere to anywhere, throughout the county. It is imperative these vehicles are kept in top working condition due to the extreme conditions encountered by the personnel assigned to them(i.e. weather, 24 hour response, and extreme terrain). These vehicles are not only used to transport command personnel and search and rescue personnel to the scene, but also emergency equipment such as snowmobiles, quad runners, and utv's.

I am requesting three vehicles to be replaced, with Title III monies, due to excessive mileage and safety concerns with such high mileage vehicles. All three vehicles in question have exceeded 100,000 miles and are no longer safe to operate in an emergency response manner.

The first vehicle in question is a 1978 International with 126178 miles. The primary use of this vehicle is to tow the snow cat. The snow cat is a vital part of Search and Rescue's arsenal and is used through out the entire county. The snow cat is also the primary vehicle used, during winter, to reach emergency radio equipment on mountain tops. This radio equipment is used by the Sheriff's Office, Fire Departments, Hospitals, and even the Schools. Without the snow cat to reach these sites, with repair technicians, it would be very difficult if not impossible to service the radio repeaters during winter months. If these sites could not be serviced it would severely impact emergency personnel from responding to emergencies not only on Forest Service Lands, but throughout the entire county. The snow cat sets upon its trailer and is connected to the International and can leave the Sheriff's Office at a moments notice. See Attachment 2 for information on International and for its proposed replacement.

It should be noted; this proposed replacement vehicle is a used vehicle and may not be the exact vehicle purchased due to the availability. The \$50,000.00 requested for this vehicle, in this memo, will not cover the entire cost of the vehicle. The additional monies for the purchase of the vehicle and emergency equipment will come from additional funding sources within the Sheriff's Office. These additional costs I estimate to be approximately \$20,000.00.

The second vehicle in question is Assistant Sheriff Gerald Hendrick's vehicle. This vehicle has over 118,000 miles and is rapidly approaching the point, that it can no longer be used as an emergency response vehicle.

If this vehicle is to be replaced under Title III monies, it will again be assigned to Assistant Sheriff Hendrick. Assistant Sheriff Hendrick; commands Search and Rescue, is a member of the Plumas County Haz-mat Team, back-up for OES, in command of all US Forest Service Grants(Including US Forest Service Campground Patrols), and US Forest Service Liaison Officer. Assistant Sheriff Hendrick is responsible for all Search and Rescue incidents and maintains his vehicle under his control 24

hours a day for such incidents. He is also an EMT and can provide emergency medical to parties until Search and Rescue personnel or ambulance crews arrive.

The third emergency vehicle is a 2005 Ford Expedition with 130,000 miles. This vehicle has had an excess of over \$3000.00 spent on it in the past 6 months.

If this vehicle is replaced under Title III monies, it will be assigned to Search and Rescue Coordinator Mike Grant. Mike has been with Search and Rescue since 1979 and is responsible for the on-scene operations of Search and Rescue.

Although this request is for \$35,000.00 per vehicle, the cost to equip these two emergency response vehicles will exceed that by an estimated \$4,000.00 to \$6,000.00 each in lighting, radio and repeater equipment. The Sheriff's Office will provide this equipment through other funding sources.

I have attached the past 3 years of incidents in which Search and Rescue have responded. See Attachments 3 and 4.

Attachment 3 is actual Search and Rescue calls and Attachment 4 began as Search and Rescue call but resulted in different dispositions.

In researching the parameters of Title III, I have located several Title III applications, which have been awarded; I believe to be on point with this request. The first is from Shasta County. The request is was for \$90,545.71 for a new ambulance to service the Burney Fire Protection District. See Attachment 5 for further regarding the Shasta County application.

Another Shasta County application is complete with the Board of Supervisor approval. This application was granted \$110,000.00 for a new four wheel drive vehicle equipped to transport patients and carry rescue personnel and equipment to the medical emergencies and traffic collisions throughout the US Forest Service and private lands in the Big Bend response area. See Attachment 6 for further.

An additional Shasta County application that was granted was \$62,047.50 for an initial fire response vehicle. See attachment 7 for further.

Josephine County Oregon was granted the purchase of (2) 4-horse trailers, portable corrals and water barrels, for \$35,910. These trailers are obviously support vehicles and are on point with the request to replace the International Truck to tow the snow cat. See attachment 8 for further.

In closing most of Search and Rescue's requests for service are on US Forest Service lands. It is imperative that the Sheriff's Office provide the very best emergency equipment to the personnel of Search and Rescue. If Search and Rescue can not get to the scene safely they become part of the problem not the solution.

Dean Canalia
Assistant Sheriff

Plumas County Sheriff's Office
Title III Fund Request
June 16, 2011

2011 Ford Expedition XL SSV 4X4 Without emergency equipment	\$35,000.00
2011 Ford Expedition XL SSV 4X4 Without emergency equipment	\$35,000.00
Snow Cat Transport Vehicle(Used) Without emergency equipment	\$50,000.00
Total	\$120,000.00

Supplement #1

Memo

To: County Counsel

From: Assistant Sheriff Dean Canalia

Date: 7/11/11

Re: Supplement Report for Title III monies.

Sir,

As per your request, I had the Plumas County Search and Rescue calls for service mapped from 10/5/2010 to present. There were 43 calls for service regarding Search and Rescue in this time period. All 43 calls were on US Forest Service Lands in one form or another. I have placed copies of these maps in this book, following this memo, for your convenience.

These are the demographics I expected when reviewing Plumas County Search and Rescue activities for today, the past, and in the future.

Local Fire Departments are equipped to handle emergencies for which they have been trained. However, the men and women of the Plumas County Search and Rescue Team are highly trained and very skilled in all facets of water, land, and mountain rescue. These incidents usually occur on US Forest Service Lands in the remotest areas of Plumas County.

As you can see by the maps, these remote areas are very difficult to access and need the best equipment available. With our ageing equipment it is becoming more and more difficult to accomplish this mission.

Again, if there is any further information you need please contact me and I will obtain it as fast as possible. Thank you for your attention in this matter.

Dean Canalia
Assistant Sheriff

Supplement #2

Memo

To: County Counsel

From: Assistant Sheriff Dean Canalia

Date: 7/27/2011

Re: Supplement Report #2 for Title III monies.

Sir,

I have received your email regarding the supplemental information you require. The three points you requested for clarification as I read them are:

1. The percentage of S&R events that occurred on federal lands since the allocation was made (October 5, 2010). (You have shown that all 43 S&R events during that time period occurred on federal lands.)
2. That the use of the equipment for those events necessitated its repair or replacement. (If the equipment broke down during the event and was repaired this would be sufficient. Likewise, if the equipment was a total loss as a result of its use during the event. If the equipment was not damaged or lost during S&R event, you be overreaching in charging 100% of the cost to its last year of operation.)
3. The percentage of time, mileage, or other measure, showing the percentage of use the equipment for search and rescue as opposed to other uses. (Your back-up materials do not specifically show such as allocation, but suggest that this equipment is used at times for non-search and rescue functions. If you do not account for such other uses, you could be overcharging in using the Title III funds to pay for 100% of the replacement costs.)

As you pointed out in #1 of your request, I provided the information in my first supplement, that of the 43 search and rescue calls since October 5, 2011 occurred in one form or another on federal lands.

For request #2, I will start out with the first request for the Title III monies. This request is the memo marked To: 1A3 From: 105. It was explained in the memo that this piece of equipment suffered significant mechanical problems and would cost thousands of dollars to repair. This vehicle suffered catastrophic transmission failure while on a search and rescue call for service. I asked for \$26,000.00 to replace this vehicle. I can not accurately predict the cost to purchase a replacement vehicle because it will be "Used" and the exact vehicle has not been located. However, the target purchase price for this vehicle is \$26,000.00. It will take approximately another \$10,000.00 in emergency equipment to make this vehicle ready for service in Search and Rescue not to mention if the original price of the vehicle exceeds the \$26,000.00 purchase price. So as you can see the actual percentage that would be paid for by Title III monies is approximately 62% or less.

The next vehicle requested to be replaced is a 1978 International with 126,178 miles. As stated in my previous memo this vehicle is primarily used for hauling the snow cat to incidents. See memo dated 6/5/11 for additional information on the use and function of this vehicle. I have requested \$50,000.00 for the replacement of this vehicle. This vehicle will also be replaced with a used vehicle. I have estimated an additional \$20,000.00 would be needed to cover the purchase price and needed emergency equipment to outfit this vehicle for use. The estimated percentage price that would come out of Title III monies for this vehicle would be less than 60%.

The next two vehicles requested to be replaced are for Assistant Sheriff Gerald Hendrick (Commander of Search and Rescue) and Deputy Mike Grant (Search and Rescue Coordinator) See memo dated 6/15/11 for further information regarding Hendrick and Grant's roles in Search and Rescue. I requested \$35,000.00 for each of these replacement vehicles. I also estimated an additional \$4,000 to \$6,000.00 would be needed to equip each of these vehicles with emergency equipment to make them ready for use. So the estimated percentage of Title III monies for these vehicles would be 86% or less. As you can see I have not asked for 100% of any vehicle to be funded by Title III monies.

For request #3 time, mileage, or measure showing the percentage of use the equipment for Search and Rescue as opposed to other uses. Emergency equipment is not kept in a glass box with instructions to break glass when needed. This also is true for the men and women who are part of Search and Rescue. Assistant Sheriff Hendrick and Deputy Grant are on call 100% of the time for Search and Rescue calls when ever they are in County. This fact makes the vehicles they drive in service for Search and Rescue incidents 100% of the time. To speak to the dedication of Assistant Sheriff Hendrick in the past 21 years of service to Plumas County he has missed only two call outs when he has been in County. As far as Deputy Grant since 1979 he has not missed a call for service, when in County, that he can recall.

I have also shown that since October 5, 2011 100% of Search and Rescue calls for service have been in fact on US Forest Service Lands in one form or another. I have also shown that Title III monies will not pay for 100% of the vehicles that will be replaced.

As to date, there are 17 volunteers that are Search and Rescue members with the roster projected to exceed 24. Currently with the vehicles available there is seating for 12 members to transport them to incidents. I can not express the need for these replacement vehicles. The blazer is already out of service and the mileage on the remaining vehicles is still accruing. I have no mileage logs or other measures showing direct travel from one Search and Rescue incident to the next on US Forest Service Lands. What I do have is a group of dedicated volunteers who give everything to Search and Rescue.

I have reviewed the requirements set forth to obtain the Title III monies and during my conversations I have had with yourself, we have agreed that they are vague at best. I believe the requirements were, in fact, written vague so the monies could be spent as described above. I am again submitting this request and await your response.

Respectfully Submitted
Dean Canalia

Memorandum

DATE: August 29, 2011

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood



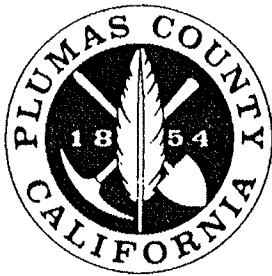
RE: Agenda Items for the meeting of September 20, 2011

It is recommended that the Board:

Authorize the Auditor to pay \$54.13 for PT clothing, from the Jail budget, for Correctional Officer Rebecca Steen when she attended the corrections academy. Authorize the Sheriff, at his discretion, to pay for additional officers' training equipment as needed.

Background and Discussion:

Officer R. Steen attended and graduated the Corrections Academy in March/April of this year. Officer Steen purchased PT(Physical Training) clothing with her county credit card. At this time the county credit card charge has been paid by the county and the Auditor is seeking payment reimbursement from Officer Steen. The PT clothing purchased was mandatory to attend the academy and has the Academy's logo on the clothing. This clothing can not be worn as part of Officer Steen's Plumas County Sheriff's Office uniform and was specific to attending the academy. Although this is clothing, it is equivalent to books and other training material that is mandatory to attend the academy. The PT clothing is not part of the Plumas County Sheriff's Office uniform and should not be paid by Officer Steen from her clothing allowance.




OFFICE OF THE
AUDITOR/CONTROLLER
FOR THE
COUNTY OF PLUMAS

520 Main Street, Room 205
Quincy, California 95971-9115

SHAWN MONTGOMERY
AUDITOR/CONTROLLER

Direct: (530) 283-6246
Fax: (530) 283-6442
smontgomery@countyofplumas.com

August 24, 2011

To: Rebecca Steen/Pl Co Corrections, Sheriff Dept.
From:  Sandy Thomas/Fiscal Support Coordinator
Re: Credit Card

Rebecca,

In reviewing your statement you purchased uniforms with your County Credit Card. The credit card can only be used for special travel and postage per the Board of Supervisors. If a uniform is needed for training then you are required to purchase this on your own and submit the claim for reimbursement which can be taken to the Board of Supervisors to direct the Auditor to pay the claim. On March 25, 2011 you purchased uniforms in the amount of \$54.13. Please submit your personal check in the amount of \$54.13 in five business days from today.

Cc Greg Hagwood/Sheriff
Gerry Hendricks/Sheriff

**ACKNOWLEDGEMENT OF RECEIPT OF PLUMAS COUNTY VISA CARD
AND
AGREEMENT FOR RESPONSIBILITY FOR CHARGES**

The following terms and limits apply:

You received I.M.P.A.C. Visa Card (Cal Card), Account Number [REDACTED]

Cal Cards may be used for travel related expenses including:

- 1) Subsistence – consisting of meals (itemized receipts ONLY) and lodging (check out receipt).
- 2) Instructional resources purchased at seminars/training (itemized receipt).
- 3) Other travel related expenses such as:
 - a) Parking
 - b) Gasoline purchases for **County Vehicles Only**
(itemized or from gas pump—statement or “store” receipt is not acceptable)
 - c) Airline (must have receipt/ticket NO boarding passes), train, and bus tickets
 - d) Car rental
- 4) Postage stamps

Can **NOT** be used for office supplies or other non-travel related expenses.

[Signature] _____
Initial

**CAL CARDS MAY NOT BE USED TO PAY PERSONAL EXPENSES THAT YOU
SUBSEQUENTLY REIMBURSE BACK TO THE COUNTY.**

Personal expenses include, but are not limited to:

- a) Liquor or Cigarettes
- b) Gasoline for personal vehicles
- c) Video Rentals
- d) Meals/registration for guest or spouse.

[Signature] _____ Initial

CAL CARDS MAY NOT BE LOANED TO OTHER EMPLOYEES. However, Cal Cards may be used to pay another employee's expenses when two or more employees are traveling together.

Initial

RECEIPTS MUST BE OBTAINED FOR EACH PURCHASE. Receipts for meals must indicate the detail of your meal - summary receipts are not acceptable. All receipts must be submitted to the departmental Cal Card coordinator within 5 working days of returning to normal duties.

[Signature] _____ Initial

Lost or stolen cards must be reported immediately to the auditor's department so that the card can be cancelled.

* * *

I have read, understand and agree to the above-mentioned terms and limits. I understand that improper use of the card will result in deduction from my paycheck and may result in loss of Cal Card privileges and disciplinary action against me.

Employee Name **Rebecca Steen**

PI Co Sheriff Office

Employee Signature

Date

1/25/11

Limit to 3000
5/10/11

**CORRECTIONAL OFFICER CORE COURSE
STANDARDS AND TRAINING FOR CORRECTIONS (S.T.C.)
SPRING 2011 COURSE ANNOUNCEMENT**

Theory and application of Corrections Officer Training. The curriculum meets State Board of Correction requirements. Units of course study include: criminal justice system, codes and statutes, professionalism/ethics, classification of inmates, contraband/evidence, booking and receiving, releasing, maintaining, security, report writing, supervising inmates, distribution of supplies, monitoring health, management of inmate workers, screening visitors and mail, transport of outside facilities, emergency procedures, testifying in court, and physical tasks.

Dates: Tuesday, April 5, 2011 to Wednesday, May 4, 2011
8:00 a.m. to 5:00 p.m. (Tuesday-Saturday Schedule)
STC Certification: 0244-020054
College Credits: 7.5 Units / 176.00 hrs
Class Code: AJ70RA-7.0 units (M3736) and one session of:
AJ70RB-.5 units (M5398) or (M3737) or (M4754)
Facilitator: Dennis McKenzie
Location: Marysville Campus, East Lot, Room 1707
Required Costs: See additional information on the spec sheet for "COCC"

Registration:

No student will be able to add name to course roster until all pre-requisites are completed and submitted. However, a student account can be created at anytime at www.yccd.edu and must be done prior to enrolling in the course. Please deliver, mail, fax, or email the Health/History, Par-Q, Medical clearance to the below listed address, attn: Cori Gil. A student file will be created to establish a secure spot in the course once the pre-requisites are met. Upon receiving pre-requisites, Registration Office will be advised and at that point you may confirm attendance and pay registration fees.

Special Notes pertaining to Requirements:

*** All listed forms/documents are on the website***

1. It is required that each student brings a 3" binder with a transparent cover and tabs for organization of instructor handout materials.
2. Students must wear navy blue P.T. clothing (with required A.J. t-shirt) for all physical training within the academy. Students are required to purchase either A.J. shorts or sweat pants. All other A.J. clothing is optional. There is no physical training scheduled for the first day of class but comfortable shoes should be worn at all times.
3. For invoicing purposes, any sponsoring agency must provide a letter stating whom they are sponsoring, address, phone number and contact name.
4. Each student must submit a Health/History Statement, Par-Q and a medical clearance PRIOR to participating in the physical training within this academy. Any concerns will involve future contact with that student and/or agency.
5. Daily classroom attire will consist of agency logo polo with tan, khaki slacks or uniform; non-affiliated students will wear tan khaki slacks with an A.J. logo, polo shirt that can be purchased through vendor or your choice.
6. Each student will bring a penal code and a dictionary; a Title 15 will be provided.

- Parking pass. May be purchased directly from the vending machine located in East Lot, from Registration in Bldg 100, or through clerical staff in A.J. (\$1 daily passes x 22 class days-check schedule for days off campus prior to purchasing all daily passes.) A student may also purchase a semester pass for \$40. It is always requested that the PD suspend ticketing, during the first class morning, until all students have had a chance to purchase decals. Please call clerical staff at 530-749-3879 if you have further questions.

Yuba Community College
2088 North Beale Road, Marysville CA 95901
(530) 741-6923; Fax (530) 749-3874
<http://www.yccd.edu/aoj/> email: cgil@yccd.edu

Hotel Accommodations: Please see website for a list of hotels. Any questions please contact our office at 530-749-3879 or 530-741-6923.	If Applicable
Financial Assistance: Military personnel should check with Veterans' Office for benefits. Please call 530-741-6822 for more information. You will need your DD214. Approved through Financial Aid. Call 530-741-6830 for more information pertaining to a State BOGW and Federal Financial Aid. Approved through WIA. Email Judy Dech at jdech@yccd.edu or call 530-741-6830 to see if you qualify.	If Applicable
Public Safety Contact Information: 2088 North Beale Road, East Lot, Room 726 Marysville, CA. 95901 Office: 530-749-3879 Fax: 530-749-3874 cgil@yccd.edu	Call or email for clarification

Uniform Purchases:

You may choose any vendor who is able to provide you with the required specifications for the academy uniforms. For your convenience, listed below are a few vendors used by past academy students. If you choose to use a vendor that is not on this list, please provide them the list of requirements. However, Action Uniform and TJ North may be the only vendors that carry the Yuba College logo for any clothing requiring it.

Action
Uniform/Sport-T's
765 Sutter Street
Yuba City, CA. 95991
530-673-6783

TJ North
313 D Street
Marysville, CA. 95901
530-742-6336
www.tjnorths.com

Course Requirements:

Class "A" Uniform	Specs	Class	Requirement	Approx. Cost
Agency Uniform	Department Authorized Uniform or Agency Polo Shirt with Slacks	C.O.C.C (<u>Affiliated</u> students ONLY)	Issued by Agency	N/A
Polo Shirt	White, Polo w/Academy Logo, pressed, wrinkle free (511 brand acceptable) (C.O.C.C. on right side, AJ logo on left)	C.O.C.C (<u>Non-Affiliated</u> students)	2 Recommended 1 Required	28.00 ea.
Polo or Button Dress Shirt	Any Color - Wrinkle Free Plain or Simple Design	832 p.c. (40 hr.) & S.C.C.	Not Specified	Varies
Pants/Trousers	Any Color Dress Slacks Tan or Light Brown (Changes pending)	832 p.c. (40 hr.), S.C.C. C.O.C.C.	Not Specified Not Specified	Varies
Dress Belt	Black Belt Brass or Gold colored buckle or clasp	832 p.c. (40 hr.) C.O.C.C. S.C.C.	1	19.00

Footwear	Black boots, plain toe or black shoe that can hold a polish (cadets can wear the tactical boots that have nylon sides for breathing).	C.O.C.C	1 pr.	100.00
	Dress Shoes, Walking Shoes; Clean	832 p.c. (40 hr.), S.C.C.	1 pr.	Varies
Socks	Black, Good Quality	C.O.C.C.	Not Specified	Varies
	Black, White, Tan, Navy Blue; Plain	832 p.c.(40 hr.), S.C.C.	Not Specified	Varies
Jacket	Dark Navy, 511 Tactical response jacket, SKU#511-480116 (NO AJ LOGO) (No Name required)	Any Course	Optional or personal jacket	56.00
Physical Training Uniform	Specs	Class	Required	Approx. Cost
Sweat Pants	Blue, black or gray, no logo required	832 p.c.(40 hr), S.C.C.	1	Varies
	Blue, academy logo (not required if purchasing shorts)	C.O.C.C.	1	25.00
Shorts	Black, blue or gray, no logo required	832 p.c. (40 hr.), S.C.C.	1	Varies
	Blue, academy logo, 3-4 in. above knee (not required if purchasing sweat pants)	C.O.C.C.	1	17.00
T-Shirt	White, No Logo, No Name Required (Name on T-Shirt is Recommended)	832 p.c. (40 hr.), S.C.C.	2	Varies or 12.50 ea.
	White, academy logo, first initial last name on front, last name on back	C.O.C.C.	2	
Sweatshirt w/hood	Navy Blue (name on front/back-optional) (academy logo on front)	All Courses	Optional	40.00
Socks	White, Cotton Blend	All Courses	Not Specified	Varies
Athletic Shoes	Good Quality, clean	All Courses	1	Varies
Water Bottle	Athletic or drink container w/lid	All classes (DTAC and Firearms)	Recommended	Varies
Range Uniform	Specs	Class	Required	Approx. Cost
BDU Pants	Black BDU pants or Jeans - clean, comfortable fit, no holes	832 p.c. (24 hr)	1	45.00
Ball Cap	Black or Blue (denim/canvas) w/ or without Academy Logo	832 p.c. (24 hr)	1 AJ cap (optional)	16.00
Footwear	Black boot (plain toe, nylon sides acceptable) or shoes with good grip/traction	832 p.c. (24 hr.)	Recommended	100.00
Water Bottle	Athletic, or drink container w/lid	832 p.c. (24 hr.)	Recommended	Varies
T-Shirt	White, academy logo, first initial last name on front, last name on back	832 p.c. (24 hr.)	Recommended	12.50
Raingear	Clear preferred, inclement weather	832 p.c. (24 hr.)	Recommended	Varies
Equipment	Specs	Class	Required	Approx. Cost
Sidearm	9mm, .40, .45 caliber Reputable manufacturer, Semi-Automatic, Double/Single Action	832 p.c. (24 hr.)	Recommended	Varies

	(Weapons are available for use at the range but highly recommended that you provide your own weapon)			
Gun Cleaning Kit	Varies	832 p.c. (24 hr.)	1	30.00
Sidearm Ammunition	Varies on type of weapon Used (college weapons are 9 mm Glock)	832 p.c. (24 hr.)	600 Rds.	200.00
Safety Eye Protection	Comfortable Fit, Scratch Free, college issues to students but may want to provide your own for fit and clarity	832 p.c. (24 hr.)	Recommended	10.00
Magazine/Carrier	Min. 3 Magazines Carrier: if leather, brass snaps, two magazine holder	832 p.c. (24 hr.)	Required (provided w/college weapons)	Varies
Holster	Make and model your weapon or 9 mm for college sidearm. Make sure it has an inside thumb break.	832 p.c. (24 hr.)	1 (provided w/college weapons)	Varies
Duty Belt	Leather/brass buckle or Nylon or Agency issued, do not mix two types	832 p.c. (24 hr.)	Recommended	Varies
Protective Vest	Affiliated students may wear issued vest, college vests issued to all students.	832 p.c. (24 hr.)	Issued by staff	Varies
<i>Ballistics Bookstore or vendor of your choice</i>	<i>Ballistic 830-741-6993 Marysville Campus</i>			
Scantrons	882 ES / 200AS 882ES	832 p.c. C.O.C.C., S.C.C.	Provided Provided	Included in fee
California Penal Code	Current Year's Edition, Abridged	832 p.c., C.O.C.C., S.C.C.	Recommended	Varies
CA "Quick Code"	Current Year's Edition	832 p.c., S.C.C., C.O.C.C.	Recommended	Varies
Dictionary	Merriam-Webster	C.O.C.C.	Required	Varies
Binder with Tabs	3", White, Plastic cover for inserts	C.O.C.C., S.C.C.	1	varies
Title 15 Manuals	Current Edition Available	C.O.C.C.	Provided	
<i>Ballistics Bookstore</i>	<i>Ballistics Bookstore 830-741-6993</i>			
P.O.S.T. Workbooks	Vol. I-IV (arrest), Vol. V (range)	832PC 64, 40 or 24 hr.	Provided for accelerated course; not required for semester course	

As of 8/2010



GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

3c

DATE: September 8, 2011

TO: Honorable Board of Supervisors

FROM: Sheriff Gregory Hagwood *GJH*

RE: Agenda Item for the meeting of September 20, 2011

Recommended Action:

Approve and sign the attached resolution authorizing the Sheriff to apply for and manage the 2011 State Homeland Security Grant through the California Emergency Management Agency.

Background and Discussion:

Your board has previously approved grants, starting in 2001, through the State Office of Emergency Services/State Office of Homeland Security and now the California Emergency Management Agency (CalEMA). All of the available funding for these grants was made available by the federal Office of Homeland Security and are sub-granted by the State.

There has been a transition at the State level where the State Homeland Security Grant Unit of CalEMA now handles all funding and grants from the federal Office of Homeland Security. This change necessitates your Board approving and signing a new resolution to apply for and manage these grants each and every fiscal year.

Plumas County is currently eligible for \$101,557 that must be allocated to Homeland Security issues.

The attached grant application is a work in progress but outlines the current needs this funding will be used for. A change in policy for 2011 has the State Office of Homeland Security requiring a complete application be sent to them by Oct. 3, 2011. The grant requires a specific Board of Supervisor resolution as part of the complete application process. Once the grant is finalized, the Sheriff will return to the Board with the grant approval and necessary supplemental budgets.

RESOLUTION NO. _____

**Resolution of the Board of Supervisors of Plumas County
Approving Application for the 2011 State Homeland Security Grant**

*BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
THAT:*

GREGORY HAGWOOD, SHERIFF- CORONER

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California, as the 2011 State Homeland Security Grant.

Passed and approved this _____ day of _____,
20_____

Certification

I, _____, duly appointed,

and Clerk of the Board of the Plumas County Board of Supervisors
do hereby certify that the above is a true and correct copy of a resolution passed and
approved by the Board of Supervisors of the County of Plumas on the

_____ day of _____,

20_____.

(Official Position)

(Signature)

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.
Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

(Cal EMA Use Only)

Cal EMA # _____ FIPS # _____ CFDA # _____ Grant # _____

CALIFORNIA EMERGENCY MANAGEMENT AGENCY GRANT AWARD FACE SHEET (Cal EMA 2-101)

The California Emergency Management Agency, hereafter designated Cal EMA, hereby makes a Grant Award of funds to the following:

1. Grant Recipient: Plumas County	
In the amount and for the purpose and duration set forth in this Grant Award.	
2. Implementing Agency: Plumas County Sheriff's Office	2a. Congressional District: CD 04
2b. State Senate District #: SD 01	2c. State Assembly District #: AD 03
2d. Location of Project: Plumas County Sheriff's Office	2e. Congressional District(s): CD 04
3. Disaster/Program Title: 2011 State Homeland Security Grant	4. Performance Period: _____ to _____

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2011	5. SHSGP	\$101,557			\$0	\$0	\$0	\$101,557
	6.						\$0	\$0
	7.						\$0	\$0
	8.						\$0	\$0
	9.						\$0	\$0
	10. TOTALS	\$101,557	\$0	\$101,557	\$0	\$0	\$0	10G. Total Project Cost: \$101,557

11. This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal EMA policy and program guidelines. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

12. Federal DUNS Number: 137165549		13. Federal Employer ID Number: 94-6000528	
14. Official Authorized to Sign for Applicant/Grant Recipient:			
Name:	Gregory Hagwood		Title: Sheriff - Coroner
Telephone:	530-283-6375	FAX: 530-283-6344	Email: ghagwood@pcso.net
Payment Mailing Address:	1400 E Main St		City: Quincy Zip + 4: 95971
Signature:			Date:

(FOR Cal EMA USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal EMA Fiscal Officer	Date	Cal EMA Director (or designee)	Date
------------------------	------	--------------------------------	------

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

AUTHORIZED BODY OF 5 - SIGNATURE AND CONTACT INFORMATION

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.
Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

CFDA #

Plumas County

Authorized Body of 5- Signature and contact information					
Position	Signature	Printed Name	Title	Phone	Email
County Public Health Officer		Mimi Hall	Director-Health Services	530-283-6337	mimihall@countyofplumas.com
County Fire Chief		Position does not exist			
Municipal Fire Chief		Travis Shiavone	Chief- Portola Fire Dept.	530-832-4216	tshiavone@ci.portola.ca.us
County Sheriff		Gregory Hagwood	Sheriff	530-283-6375	ghagwood@ocso.net
Chief of Police		Position does not exist			
Additional Position (Optional)					
Additional Position (Optional)					

Additional Authorized Agent contact information							
Authorized Agent's Name	Title	Mailing Address	City	State	Zip	Phone	Email
Contact's Name	Title	Mailing Address	City	State	Zip	Phone	Email
Mike Grant	Project Manager	1400 E Main St	Quincy	CA	95971	530-283-6375	mgrant@ocso.net
Roni Towery	Fiscal Officer	1400 E Main St	Quincy	CA	95971	530-283-6396	roni@ocso.net

GRANT MANAGEMENT

CFDA #

[illegible]

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

PROJECT LEDGER

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

Warning! Decimal usage is not allowed. Attempts to use decimals will prompt error message.

CFDA #

LEDGER
TYPE:

Plumas County

Item Number	Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated	Amount Approved Previous	Amount This Request	Match Amount	Total Approved	Remaining Balance	Percentage Complete
						EMW/DOC	101,557	-	-	-	-	101,557	
1	A	Narrowbanding	SHSGP	PSC	Equip	Interoperable Communications Equipment	25,000					25,000	
2	B	GIS System	SHSGP	LE	Equip	Information Technology	45,000					45,000	
3	C	Mobile and Portable Radios	SHSGP	FS	Equip	Interoperable Communications Equipment	12,800					12,800	
4	D	Portable Repeater System	SHSGP	PSC	Equip	Interoperable Communications Equipment	18,757					18,757	
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
29													
30													
31													
32													
33													
34													
35													
36													
37													
38													
39													
40													

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

PROJECT DESCRIPTIONS

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.
Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

CFDA #

Plumas County

Project	State Investment Justification Goals and Objectives	Project Description	Need	Project Milestone & Justifications
Project A	Investment 1 Strengthen Interoperable and Operable Communications	Narrowband Public Safety Communication Systems	The FCC has mandated all VHF (high) and UHF frequencies be narrow banded before 1/1/2013. For a small jurisdiction, Plumas County has a daunting task with coordinating this effort. 21 fire departments, five ambulance services and over two dozen repeaters and base stations. Initial testing has found many pieces of communications equipment, primarily infrastructure based, need to be tuned to operate within set functional parameters, thus preventing loss of emergency communications. The depth and scope of this work is largely unknown until the project is initiated. This project will provide the necessary funding to keep emergency communications operate through the transition.	At the 6 month mark, this project will be 25% complete and \$6,500 funds will be expended. At the 12 month mark, this project will be 100% complete and \$25,000 funds will be expended. At the 18 month mark, this project will be ___% complete and \$___ funds will be expended.
Project B	Investment 7 Enhanced Catastrophic Incident Planning & Response Capabilities	GIS Mapping System	A comprehensive GIS mapping platform is essential for public safety operations. With the ever increased use of cellular phones, electronic mapping is, many times, the only way to determine where a caller is located at. In addition, mapping helps dispatching efforts to visualize individual fire and EMS jurisdictions to assure the right agency is dispatched as soon as possible in the event of a catastrophic incident. Lastly, this system will provide a platform to plot crimes and incidents of regional, state and national significance which will provide for more accurate information sharing and delivery.	At the 6 month mark, this project will be 50% complete and \$22,500 funds will be expended. At the 12 month mark, this project will be 100% complete and \$45,000 funds will be expended. At the 18 month mark, this project will be ___% complete and \$___ funds will be expended.
Project C	Investment 1 Strengthen Interoperable and Operable Communications	Purchase communication equipment (portable and mobile radios, as well as pagers) for public safety first responders.	Continued augmentation of communication equipment consistent with SAFECON guidelines and the OA Tactical Interoperable Communications Plan (TICP). Equipment meets P25 standards as required.	At the 6-month mark, this project will be 0% complete and \$0 funds will be expended. At the 12-month mark, this project will be 75% complete and \$9,600 funds will be expended. At the 18-month mark, this project will be 100% complete and \$12,800 funds will be expended.
Project D	Investment 1 Strengthen Interoperable and Operable Communications	Portable repeaters systems	Projected losses in coverage due to the FCC mandated narrow band requirements are significant in Plumas County. Previous all hazard type events have strained current communication capabilities, which will only become worse when narrow banding is implemented. It is not practical for the OA to add permanent repeater systems to cover this communication shortfall because of on-going costs and available vault space. By using portable repeaters that can be set up as needed and removed when the event is over, we can adequately address the projected coverage shortfalls.	At the 6-month mark, this project will be 0% complete and \$0 funds will be expended. At the 12-month mark, this project will be 0% complete and \$0 funds will be expended. At the 18-month mark, this project will be 100% complete and \$18,757 funds will be expended.
Project E	Investment Goal Objective			At the 6-month mark, this project will be ___% complete and \$___ funds will be expended. At the 12-month mark, this project will be ___% complete and \$___ funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subrecipients may be asked to revise and/or re-submit any altered Financial Management Forms Workbook

EDGER TYPE:

Plumas County

[illegible]

ORGANIZATION ROSTER

CFDA #

Plumas County

FMFW v1.11(a) - 2011

TRAINING ROSTER		CFDA#
<p><i>Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Submit all requests for changes to the CFDA# and the CFDA# to the CFDA# and the CFDA# to the CFDA#.</i></p>		

Plumas County

[illegible]

PLANNING ROSTER

CFDA #

LEDGER TYPE:

Plumas County

[illegible]

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

EXERCISE ROSTER

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

CFDA #

**LEDGER
TYPE:**

Plumas County

[illegible]

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

MATCH

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.

Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

Warning! Decimal usage is not allowed. Attempts to use decimals will prompt error message.

CFDA #

LEDGER
TYPE:

Plumas County

Item Number	Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Cash Request #	Match Expended	Total Match: \$
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
35									
36									
37									
38									
39									
40									
41									
42									
43									

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

AUTHORIZED AGENT

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

CFDA #:

Plumas County

Supporting Information for Reimbursement/Advance of State and Federal Funds

This request is for an/a:

This claim is for costs incurred within the grant expenditure period from and does not cross fiscal years.

through

(Beginning Expenditure Period Date)

(Ending Expenditure Period Date)

Under Penalty of Perjury I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

Statement of Certification - Authorized Agent

This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal EMA policy and program guidelines. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget. For HSGP: All equipment and training procured under this grant must be in support of the development or maintenance of an identified team or capability.

Gregory Hagwood, Sheriff - Coroner

Printed Name and Title

Signature of Authorized Agent

Date

Please reference the Instructions Page under the "Authorized Agent" section for instructions/address on where to mail workbook



OFFICE OF THE

COUNTY COUNSEL
COUNTY OF PLUMAS

Courthouse - 520 Main St., Room 301
Quincy, California 95971-9115

R. CRAIG SETTLEMIRE
COUNTY COUNSEL

Phone: (530) 283-6240
Fax: (530) 283-6116

September 6, 2011

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: R. Craig Settlemyre, *Plumas County Counsel*

SUBJECT: (1) Waiver of Conflict of Interest and (2) Amendment to Memorandum of Understanding with Plumas County Children and Families Commission

Background:

County Counsel provides legal services to the Plumas County Children and Families Commission (also known as "First 5 Plumas County") pursuant to a services agreement. The Plumas County Children and Families Commission (the "PCCFC") is a separate legal entity from the County, and thereby is a separate client under the California State Bar Rules of Professional Conduct.

The Department of Public Health for the County has requested that the County Counsel review two contracts between the County (by and through the Department of Public Health) and the PCCFC. As these are contracts between two clients of the County Counsel, in order to provide legal services on these matters to either or both clients the County Counsel must have the informed written consent of both clients waiving the conflict of interest. This is dictated by the provisions of California State Bar Rule of Professional Conduct 3-310.

A copy of each of the proposed contracts is on file with the Clerk of the Board for public review.

This is the second time within a few months that this conflict has arisen, and it is anticipated that this conflict will continue to arise in the future. Accordingly, an amendment to the Memorandum of Understanding between the County and the PCCFC may be prudent to avoid the need for a waiver of conflict letter every time the County and the PCCFC enter into a contract with each other. The proposed amendment would state that, in the case of a conflict between the County and the PCCFC, County Counsel would represent the County and not the PCCFC, and the County and the PCCFC would both consent to this arrangement.

Applicable Law:

Rule 3-310 of the California State Rules of Professional Conduct provides in part:

Rule 3-310 Avoiding the Representation of Adverse Interests

(A) For purposes of this rule:

- (1) "Disclosure" means informing the client or former client of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client or former client;*
- (2) "Informed written consent" means the client's or former client's written agreement to the representation following written disclosure;*
- (3) "Written" means any writing as defined in Evidence Code section 250.*

(B) A member shall not accept or continue representation of a client without providing written disclosure to the client where:

- (1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or*
- (2) The member knows or reasonably should know that:*
 - (a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and*
 - (b) the previous relationship would substantially affect the member's representation; or*
- (3) The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or*
- (4) The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.*

(C) A member shall not, without the informed written consent of each client:

- (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or*

- (2) *Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or*
- (3) *Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.*

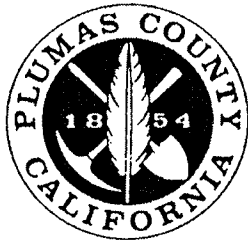
Action:

It is a decision for the Board as to whether to waive the conflict of interest or to obtain outside legal counsel with respect to the conflicted matters. Under the Rules of Professional Conduct, County Counsel cannot recommend that the Board waive the conflict; however, County Counsel is willing and able to provide the legal services should the conflict be waived by both parties. Further, the proposed amendment will likely save time on the part of the Board, the PCCFC, and County Counsel by defining the legal relationship among County Counsel, the County, and the PCCFC with respect to matters where the County is interacting with the PCCFC, thus preventing the need for a new conflict waiver letter for each such matter. Here, the Board has the following alternatives available:

- A.
 - (1) Agree to waive the conflict of interest on the part of the County Counsel with respect to the contracts between the County (by and through the Department of Public Health) and the PCCFC. Direct the Chair of the Board of Supervisors to execute the waiver letter enclosed in the Board Agenda Packet. To be effective, the PCCFC must also waive the conflict of interest. Ellen Vieira, Executive Director of the PCCFC, has informed County Counsel that the PCCFC is willing to waive the conflict of interest on its end;
 - (2) Approve the Amendment to the Memorandum of Understanding between the County and the PCCFC with respect to future conflicts of interest. Direct the Chair of the Board of Supervisors to execute the Amendment enclosed in the Board Agenda Packet. To be effective, the PCCFC must also approve the Amendment. Ellen Vieira, Executive Director of the PCCFC, has informed County Counsel that the PCCFC will likely approve the Amendment.
- B. Decline to waive the conflict of interest, and do not approve the proposed amendment so that each conflict will be handled on a case-by-case basis. Direct the Director of Public Health to seek and retain the services of outside legal counsel to provide the necessary legal services with respect to the aforementioned contracts.

Copies of the proposed waiver letter and proposed amendment are provided in the Board Agenda Packet. A copy of each of the contracts in question is on file with the Clerk of the Board.

END OF MEMORANDUM



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

Courthouse - 520 Main St., Room 301
Quincy, California 95971-9115

R. CRAIG SETTLEMIRE
COUNTY COUNSEL

Phone: (530) 283-6240
Fax: (530) 283-6116

July 28, 2011

County of Plumas
520 Main Street, Room 309
Quincy, CA 95971
Attention: Chair of the Board of Supervisors

Plumas County Children and Families Commission
270 Hospital Road
Quincy, CA 95971
Attention: Executive Director

Re: Waiver of Conflict of Interest

Dear County of Plumas and Plumas County Children and Families Commission:

The Office of the County Counsel for the County of Plumas ("we") has represented and continues to represent the County of Plumas and its agencies and departments (collectively, the "County") with respect to numerous past and ongoing legal matters. We also have represented and continue to represent the Plumas County Children and Families Commission (the "PCCFC") with respect to various past and ongoing legal matters. We have been asked by both clients to simultaneously represent both clients with respect to (1) the drafting and negotiation of a contract between the County and the PCCFC regarding certain Medi-Cal Administrative Activities to be provided by the PCCFC, to the County, by and through its Public Health Agency, (2) the drafting and negotiation of a contract between the County and the PCCFC regarding certain newborn home visitation services to be provided by County, by and through its Public Health Agency, to the PCCFC, and (3) the drafting and negotiation of an amendment to the April 11, 2010 Memorandum of Understanding between the County and the PCCFC clarifying the nature of our representation of the PCCFC (the "Transactions"). The purpose of this letter is to discuss with each of you the actual and potential consequences of such simultaneous representation, and to explain the circumstances under which we would be willing to represent both parties simultaneously if, after full consideration of the consequences, both clients wish us to do so.

Simultaneous representation of parties with adverse interests by attorneys in the same law office involves a number of departures from professional norms, and should not be undertaken by any such party without careful consideration. In particular, we want you to be aware of the following.

1. Under applicable rules of professional conduct, a law firm owes each of its clients a duty of loyalty, which would normally preclude any attorney within the firm from undertaking a representation adverse to any client of the firm without the affected client's informed consent.

County of Plumas
Plumas County Children and Families Commission

Re: Waiver of Conflict of Interest
July 28, 2011

Page 2 of 6

Other rules generally prohibit a firm from undertaking any representation involving an actual or potential conflict of interest without the informed consent of all affected parties. Such a situation exists whenever a firm represents two clients simultaneously in a situation in which their interests are actually or potentially adverse.

2. The conflict of interest, and the need for informed consent, exist no matter how cordial the business relationship between the two parties currently is or is anticipated to be, and no matter how non-controversial the Transactions are anticipated to be.

3. The conflict of interest, and the need for informed consent, exist even where different "client teams" within the law office act on behalf of each client and an "ethical screen" is erected between the client teams that prohibits the sharing of either client's confidences with the members of the other client's team.

4. It may not be possible for a single law office to represent both parties to the Transactions in the same aggressive manner as would two separate and independent law offices. By giving the consent requested in this letter, you are, in effect, waiving that kind of zealous representation of your individual and conflicting interests with respect to the Transactions. It is possible that each or both of you might be advised by independent counsel to demand or offer different or more favorable terms and conditions with respect to the Transactions than we can or will demand or offer.

5. Moreover, regardless of the terms upon which the matters between the two clients are concluded, the fact that one law office has been involved in the representation of both parties may give rise to a perception on the part of third parties that different terms might have been arrived at had each of you had separate representation by an independent law office.

6. If a dispute should arise in the future between the two of you concerning one of the Transactions or any other aspect of your dealings with each other, we believe we would have to withdraw, or would be disqualified, from representing either of you with regard to that dispute or any other relationship you might then have with each other. You would then each have to retain separate counsel, resulting in additional expense and inconvenience that you might not have incurred had you been separately represented from the outset.

7. In cases of joint representation, counsel must fully inform each client as to information obtained during the representation. Moreover, under California Evidence Code Section 962 and California case law, in cases of joint representation there is no attorney-client privilege between or among the joint clients so that joint representation may result in a waiver of the attorney-client privilege with respect to the Transactions.

County of Plumas
Plumas County Children and Families Commission

Re: Waiver of Conflict of Interest
July 28, 2011

Page 3 of 6

For these reasons, our normal practice in these circumstances is to recommend that the parties seek separate, independent counsel. However, you have advised us that neither of you wishes to seek other counsel in this matter at the present time, and that you have decided that we should represent your multiple interests in connection with the Transactions.

As attorneys, we are governed by specific rules relating to our representation of clients when present or potential conflicts of interest exist. Rule 3-310 of the California State Rules of Professional Conduct provides in part:

Rule 3-310 Avoiding the Representation of Adverse Interests

(A) For purposes of this rule:

- (1) "Disclosure" means informing the client or former client of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client or former client;*
- (2) "Informed written consent" means the client's or former client's written agreement to the representation following written disclosure;*
- (3) "Written" means any writing as defined in Evidence Code section 250.*

(B) A member shall not accept or continue representation of a client without providing written disclosure to the client where:

- (1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or*
- (2) The member knows or reasonably should know that:*
 - (a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and*
 - (b) the previous relationship would substantially affect the member's representation; or*

County of Plumas
Plumas County Children and Families Commission

Re: Waiver of Conflict of Interest
July 28, 2011

Page 4 of 6

- (3) *The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or*
 - (4) *The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.*
- (C) *A member shall not, without the informed written consent of each client:*
 - (1) *Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or*
 - (2) *Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or*
 - (3) *Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.*

Accordingly, we request that you sign and return to us a copy of this letter acknowledging that you have been advised of the Rule and of the potential conflicts associated with your respective interests; that you have been advised of our present and continuing relationship with each of you; and that you nevertheless want us to represent you both in connection with the Transactions.

[Continued on following page]

County of Plumas
Plumas County Children and Families Commission

Re: Waiver of Conflict of Interest
July 28, 2011

Page 5 of 6

We stress that each of you remains completely free to seek other counsel at any time even if you decide to sign the consent set forth below. Should you have any questions concerning this letter or the consent, please discuss them with your own counsel before signing and returning the enclosed copy of this letter.

Sincerely,

STEPHEN L. MANSELL
Deputy County Counsel
County of Plumas

SLM:slm

Enclosure

County of Plumas
Plumas County Children and Families Commission

Re: Waiver of Conflict of Interest
July 28, 2011

Page 6 of 6

ACKNOWLEDGEMENT AND CONSENT

The Office of the County Counsel for the County of Plumas has explained to both of the undersigned that there exist potential conflicting interests in the above-described matters and has informed both of us of the potential consequences of these conflicts. We also understand that we have the right and have been encouraged to consult independent counsel before signing this consent.

Each of the undersigned nevertheless desires representation by the County Counsel to the extent described above and, therefore, consents and gives approval to such representation.

Dated: PLUMAS COUNTY CHILDREN AND
FAMILIES COMMISSION

By: _____
Ellen Vieira
Executive Director

Dated: COUNTY OF PLUMAS

By: _____
Lori Simpson
Chair, Board of Supervisors

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PLUMAS COUNTY CHILDREN AND FAMILIES COMMISSION
AND THE
COUNTY OF PLUMAS

This First Amendment to the Memorandum of Understanding ("MOU") is made on September 1, 2011, between the PLUMAS COUNTY CHILDREN AND FAMILIES COMMISSION, a political subdivision of the State of California established in accordance with the California Children and Families First Act of 1998 ("PCCFC"), and the COUNTY OF PLUMAS, a political subdivision of the State of California ("COUNTY") who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY CHILDREN AND FAMILIES COMMISSION and the COUNTY OF PLUMAS have entered into a written Memorandum of Understanding dated April 11, 2010, (the "Agreement"), in which the County agreed to provide certain legal, fiscal, and administrative services to PCCFC.
 - b. Because the Plumas County Counsel provides legal representation to both the County and the PCCFC, a conflict of interest arises whenever the PCCFC enters into a contract with the County.
 - c. The parties desire to amend the MOU to clarify the role of the Plumas County Counsel in representing the PCCFC such that the Plumas County Counsel is permitted to represent the County in all contracts between the County and the PCCFC, and the PCCFC agrees to waive all conflicts of interest created by such representation.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. The following paragraph 2.8.3 is added:

2.8.3. The Commission hereby consents to County Counsel's representation of the County in all matters that may arise in the future, including matters adverse to the Commission, except in cases where County Counsel possesses confidential information of the Commission relevant to the matter. County Counsel will not represent the Commission in any matters adverse to the County.

County Counsel is governed by specific rules relating to its representation of

clients when present or potential conflicts of interest exist. Rule 3-310 of the California State Rules of Professional Conduct provides in part:

Rule 3-310 Avoiding the Representation of Adverse Interests

(A) For purposes of this rule:

- (1) "Disclosure" means informing the client or former client of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client or former client;*
- (2) "Informed written consent" means the client's or former client's written agreement to the representation following written disclosure;*
- (3) "Written" means any writing as defined in Evidence Code section 250.*

(B) A member shall not accept or continue representation of a client without providing written disclosure to the client where:

- (1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or*
- (2) The member knows or reasonably should know that:*
 - (a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and*
 - (b) the previous relationship would substantially affect the member's representation; or*
- (3) The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or*
- (4) The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.*

(C) A member shall not, without the informed written consent of each client:

- (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or*
- (2) Accept or continue representation of more than one client in a*

matter in which the interests of the clients actually conflict; or

- (3) *Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.*

The Commission and the County hereby acknowledge that they have been provided written disclosure pursuant to Rule 3-310 of the California Rules of Professional Conduct. The Commission and the County further provide informed written consent to the below, and agree to:

- (1) Waive the right to disqualify County Counsel from representing the County in any transaction or litigation that may be adverse to the Commission;
- (2) Waive the right to assert that County Counsel owes or owed the Commission any fiduciary or other attorney-client duty in connection with any such transactions or litigation;
- (3) Waive the right to bring suit against County Counsel (or any employee thereof) in connection with any such transactions or litigation;
- (4) Waive the right to assert any conflict of interest in violation of Rule 3-310 of the California Rules of Professional Conduct in connection with any such transactions or litigation; and
- (5) Waive any alleged fiduciary or other attorney-client duty in connection with any such transactions or litigation.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of MOU, all provisions of the MOU dated April 11, 2010, shall remain unchanged and in full force and effect.

PCCFC:

Plumas County Children and Families
Commission, a political subdivision of the
State of California

By: _____

Carol Burney
Chairperson

Date signed:

By: _____

Ellen Vieira
Executive Director

Date signed:

COUNTY:

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

By: _____

Lori Simpson
Chair, Board of Supervisors

Date signed:

APPROVED AS TO FORM:

R. Craig Settlemire
Plumas County Counsel



Keith Mahan
Agricultural Commissioner
Sealer of Weights & Measures
keithmahan@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: September 6, 2011

To: Honorable Board of Supervisors

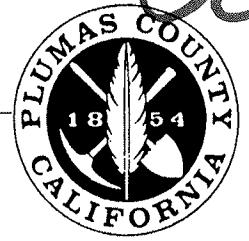
From: Keith Mahan, Agriculture Commissioner/
Sealer of Weights & Measures

Re: USFS/CDFA Contract #11-0245-SF

I am recommending that contract #11-0245-SF in the amount of \$15,000, which covers the period of July 1, 2011-June 30, 2013 be approved and authorize the Chair to sign, this is an ongoing contract between Plumas County Dept. of Agriculture and USFS/CDFA to stop the spread of yellow starthistle from county roadsides and private lands and into the adjacent un-infested private and public lands and also prevent the movement of this invasive species into the eastern part of the county.

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242
e-mail pcubq@psin.com • website www.plumaslibrary.org



*Dora Mitchell
Interim County Librarian*

DATE: September 12, 2011

TO: Honorable Board of Supervisors

FROM: Dora Mitchell, Interim County Librarian

RE: AGENDA ITEM FOR THE MEETING OF SEPTEMBER 20, 2011

It is recommended that the Board:

Approve the revised schedule of hours for the main library in Quincy, and the Chester, Portola and Greenville branch libraries.

Background:

As the branch manager positions in the Portola, Greenville, and Chester branch libraries were laid off by .25 FTE, and the Quincy library has lost .75 FTE following the departure of Margaret Miles, the libraries are no longer able to maintain the same schedule of hours open to the public.

The recommended hours for the three branch libraries call for closing on Fridays and changing closing time on Thursday evenings from 8 pm to 7 pm. These reductions were determined to be the best way to meet the needs of the public, while allowing the Branch Managers to manage their reduced work hours as efficiently as possible.

The main library in Quincy has had to use substitutes to staff the front desk eleven hours per week since the Library Director's retirement. This is unfeasible to continue, as the library's budget for substitute wages is greatly reduced from previous years and must be held in reserve as much as possible to cover contingencies such as illnesses, vacations, emergency leaves, etc. The recommended hours will allow the main library to remain open to the public five days a week, yet still address the need to reduce staff time spent on the front desk.

The libraries were forced to reduce hours effective Sept. 6, 2011, which was the first business day following the layoffs to the branch managers. The Quincy library changed to the new hours on the same date to avoid unnecessary confusion among the staff and the public.

Resolution No. 2011 -

A RESOLUTION

ESTABLISHING COUNTY OFFICE HOURS

WHEREAS, Plumas County Code Section 2-4.201 (Ordinance 92-779, effective May 7, 1992) permits the Board of Supervisors by Resolution to establish County office hours for the transaction of business; and

WHEREAS, Resolution 2004-7046 established hours and needs to be revised to update branch library hours.

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

1. County officers and department heads shall keep their respective offices open to the public for the transaction of business from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for County designated holidays.
2. Notwithstanding the above, exceptions to the general policy are as follows:

A. Branch Libraries

Quincy:	M, T, W	11:00 am – 6:00 pm
	Thursday	11:00 am – 7:00 pm
	Friday	11:00 am – 3:00 pm

Chester:	M, T, W	10:00 – 1:00 pm, 1:30 pm – 5:30 pm
	Thursday	Noon – 5:00 pm, 5:30 pm – 7:00 pm

Greenville:	M, T, W	10:00 am – 1:00 pm, 1:30 pm – 5:30 pm
	Thursday	Noon – 4:00 pm, 4:30 pm – 7:00 pm

Portola	M, T, W	10:00 am – 1:00 pm, 2:00 pm to 6:00 pm
	Thursday	Noon – 4:00 pm, 5:00 pm- 7:00pm

B. Law Library – Courthouse

As determined by the Plumas County Law Library Trustees.

C. Animal Shelter

Quincy	M, T, Thursday, F	8:00 a.m. – 5:00 p.m.
	Wednesday	8:00 a.m. – 7:00 p.m.

3. Notwithstanding the office hours established above, any office that has only one person on duty to receive the public on any day may close during the lunch hour between noon and 1:00 p.m., provided that a lunch closure note is posted at the public entry to the office.
4. Any remote County office in Greenville, Chester or Portola that has only one person on duty to receive the public may close when that person is either called away, sick or on vacation. In this case, the telephone shall ring forward to the main office at the County seat, a note shall be posted at the public entry to the office, and the closure for any extended period longer than one day shall be noted on the Internet web page.
5. Offices that have hours other than provided in Paragraph #1 above shall post the applicable hours at the public entrance, such notice being for the public's convenience.
6. Any office that must train all of their staff at the same time may close for training purposes, provided that the office is open to the public at least four hours on the day of training, and that notice of the change in public hours has been noted on the department's voice mail and Internet web page and posted continuously at the public entrance to the department at least ten days prior to the training.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, as a regular meeting of said Board held on the 20th day of September 2011 by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board



5D

PLUMAS COUNTY PROBATION DEPARTMENT

SHARON L. REINERT

CHIEF PROBATION OFFICER

1446 E. Main St., Quincy, CA 95971

(530) 283-6200 Fax (530) 283-6165

DATE: September 12, 2011

TO: Honorable Board of Supervisors

FROM: Sharon L. Reinert, CPO 

SUBJECT: Contract between Plumas County and Trinity County for Trinity County Juvenile Hall Facility

Recommendation:

Approve the Contract between Plumas County and Trinity County for the use of the Trinity County juvenile hall facility.

Background:

As Plumas County does not have a juvenile hall facility, we must contract with surrounding counties to use their juvenile hall facilities when juveniles need to be detained in a secure facility. Plumas County Probation Department has contracted with Trinity County for the use of their juvenile hall facility for a number of years.