



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF MAY 19, 2015 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) PLUMAS EARLY EDUCATION & CHILD CARE COUNCIL

Approve and authorize the Chair to sign Plumas County Child Care Priorities Report required by the California Department of Education

B) MENTAL HEALTH

Approve and authorize the Chair to sign Memorandum of Understanding between 1) California Health and Wellness Plan; and, 2) Anthem Blue Cross of California Partnership Plan, Inc. for Coordination of Mental Health Services; approved as to form by County Counsel

C) FACILITY SERVICES & AIRPORTS

Approve and authorize the Chair to sign Addendum No. 5 for KJ's Cleaning Services for the one-year extension of the janitorial maintenance contract (Greenville Sub-Station; Greenville Library; and Greenville Town Hall); approved as to form by County Counsel

D) PUBLIC WORKS

- 1) Award contract of \$22,894.50 to Pacific Corrugated Pipe, Co. for purchase of corrugated metal pipe
- 2) Approve and authorize the Chair and the Director of Public Works to sign Amendment No. 2 to Professional Services Agreement with Quincy Engineering of \$125,000 for Keddie Resort Road Bridge Project; approved as to form by County Counsel

E) SHERIFF

- 1) Adopt **RESOLUTION** and authorize the Sheriff to sign the 2015-2016 Boating Safety and Enforcement Financial Aid Program Contract allowing the Sheriff to participate in the Department of Boating & Waterways Financial Aid Program. **Roll call vote**
- 2) Approve and authorize the Chair to sign contract between County of Plumas and Trinity Service Group to provide purchasing services and dietary food management advisement services to the Plumas County Correctional Facility; approved as to form by County Counsel; discussion and possible action
- 3) Approve Reciprocal Services & Investigation Memorandum of Understanding (MOU) between the Plumas County Sheriff and Inyo County Sheriff; approved as to form by County Counsel

F) **PROBATION**

Approve and authorize the Acting Chief Probation Officer to sign Services Agreement between County of Plumas and Plumas Rural Services of \$19,950.46 for parenting classes; approved as to form by County Counsel; discussion and possible action

2. **BOARD OF SUPERVISORS**

- A. 10:15 **CONTINUED PUBLIC HEARING**: Pursuant to Ordinance No. 15-1096 regarding "Outdoor Festivals", consider application received from Galen Abbott for outdoor music festival "Sunset Campout" to be held July 17-19, 2015 in Belden Town; discussion and possible action
- B. Appropriate \$36,000 from the General Fund Contingency to Public Defender (Department 20320) for FY 14-15 Expert Witness costs; **Four/fifths required roll call vote**
- C. Discussion, possible action and/or direction to staff regarding the Plumas County Correctional Facility (Jail) project and related issues. Supervisor Thrall
- D. Approve and authorize the Chair to sign extension of existing contracts for public defender legal services with Attorneys William Abramson, Douglas Prouty, and Robert Zernich for an additional three (3) years beginning Jun 01, 2015 to May 31, 2018 on the same terms and conditions; or give other direction to staff; discussion and possible action
- E. Correspondence
- F. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

3. **DEPARTMENTAL MATTERS**

- A) **SOCIAL SERVICES** – Elliott Smart
Authorize the Department of Social Services to recruit and fill 1.0 FTE vacant Social Worker I/II/III position; discussion and possible action
- B) **AUDITOR/CONTROLLER** – Roberta Allen
 - 1) Appropriate \$42,000 from the General Fund Contingency; and authorize the Auditor/Controller to pay invoices from Burfiend Construction for work performed related to projects funded by CDBG Grant; **Four/fifths required roll call vote**
 - 2) Approve Services Agreement of \$30,000 between Plumas County and Susan Scarlett for preparation of the 2015-2016 Budget; discussion and possible action
- C) **PROBATION** – Clint Armitage
Authorize the Probation Department to purchase a 2015 Dodge Charger of \$32,499.95 funded in the FY 2014-2015 budget; and authorize the Chair to sign necessary documents; discussion and possible action
- D) **FARM ADVISOR** – Holly George
Report and update on accomplishments of UC Master Gardener Program in Plumas-Sierra and future plans for the program; discussion and possible action
- E) **PUBLIC WORKS** – Robert Perreault
 - 1) **Solid Waste Program**: Pursuant to Resolution No. 15-5032 proclaiming a county-wide local emergency, report and recommendation from the Solid Waste Division pertaining to bids received and opened on May 08, 2015 for removal of green waste collected at the Chester Public Works site due to the significant impacts of the February 2015 winter storms; discussion and possible action
 - 2) Authorize the Department of Public Works/Roads to recruit and fill 1.0 FTE Power Equipment Mechanic for Quincy Maintenance Shop effective May 21, 2015; discussion and possible action

F) **FACILITY SERVICES & AIRPORTS** – Dony Sawchuk

Biomass Boiler Project: Continued from May 05, 2015, determine that the Biomass Boiler Project is Categorically Exempt under Section 15302(c) of the CEQA Guidelines based on findings as recommended; and approve placing a biomass-fires combined heat and power energy system at the Plumas County Health & Human Services Facility in accordance with the California Energy Commission approved grant submitted by the Sierra Institute for Community and Environment; discussion and possible action

NOON RECESS

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

4. **TOURISM BUSINESS IMPROVEMENT DISTRICT PROJECT** – Susan Bryner

A. Report and update on “Visit Plumas County Tourism Business Improvement District Project”

B. Request to appropriate \$10,000 from the General Fund Contingency as a loan to be paid back to the County from initial TMD funds. **Four/fifths required roll call vote**

5. **JUVENILE JUSTICE & DELINQUENCY PREVENTION COMMISSION** – Bill Powers

Annual report and update by the Juvenile Justice Commission

6. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBO-549729)

B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, June 02, 2015, Board of Supervisors Room 308, Courthouse, Quincy, California.

1A

**PLUMAS COUNTY OFFICE OF EDUCATION
PLUMAS EARLY EDUCATION & CHILD CARE COUNCIL
1446 East Main • Quincy CA 95971 • 530-283-6557 ext 5334**

DATE: May 8, 2015
TO: The Honorable Board of Supervisors
FROM: Pamela Becwar, Coordinator
RE: Identification of Local Child Care Priorities

By mandate, Local Child Care Planning Councils are required to submit to the Child Care and Development Division the local priorities it has identified that reflect child care needs in our county.

RECOMMENDATIONS

The Board of Supervisors is required by the state to sign the identified priorities. We are requesting that the Chair of the Board sign the attached state form. It is also signed by the Superintendent of Schools and the Chair of the Council.

BACKGROUND

The priority community for 2015 has been identified in the following categories as follows:

General child care (0-3)

Priority 1 = Chester, Portola, and Quincy
Priority 3 = Greenville

State preschool (3-5)

Priority 2 = Chester and Quincy
Priority 3 = Greenville and Portola

After-School child care (6 -12)

Priority 1 = Greenville, Quincy, Portola, Chester

Chester, Portola and Quincy are identified as a Priority 1 in General Child Care because 50% or more of the children who are eligible for state subsidized care are not receiving that care. Chester and Quincy are Priority 2 for State Preschool because at least 35% of children who are eligible for subsidized preschool are not receiving that care. Greenville, Chester, Portola and Quincy are identified as a Priority 1 in After-school Child Care because 50% or more of the children who are eligible for state subsidized care are not receiving that care.

There are sufficient child care providers and state supported preschools in Greenville based on the requirements of this report as they do not have a minimum of 10 unserved children in either ages 0 – 3 or ages 3 -5.

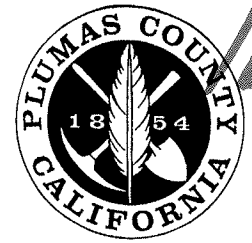
Data calculations are based on the 2012 American Institutes for Research and information from state preschools, FRC, Head Start and the Child Care Resource & Referral Network.

These priorities are one measure used if additional funding for child care becomes available to Plumas County.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Mimi Hall, Interim Director



Date: May 11, 2015

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for May 19, 2015

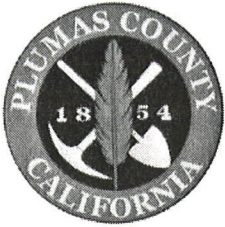
Item Description/Recommendation: Approve and direct the Chair to sign the following Memorandum of Understandings: between California Health and Wellness Plan (CHWP) and Anthem, Blue Cross of California Partnership Plan, Inc. (ANTHEM), for Coordination of Mental Health Services.

Background Information: ANTHEM and CHWP are Medi-Cal Managed Care providers contracted with California Department of Health Care Services to the Medi-Cal Health Plans for Plumas County.

The goal of the Memorandums Of Understanding (MOU) with ANTHEM and CHWP is to describe the responsibilities of the County through its Mental Health Plan (MHP) and managed care plans in the delivery of specialty mental health services to members served by both parties. It is the intention of all parties to coordinate care between providers of physical and mental health care. These agreements articulate how the county MHP and the Managed Care health plans will arrange and coordinate services for the provision of Medi-Cal managed care services to those Medi-Cal beneficiaries who are assigned to or enrolled within the ANTHEM and CHWP Service Area.

The county Mental Health Department, as the MHP of Plumas County, contracts with the California Department of Health Care Services to provide medically necessary specialty mental health services to the Medi-Cal beneficiaries of Plumas County. The Mental Health Plan and the California Department of Mental Health work collaboratively to ensure timely and effective access to Medi-Cal Mental Health Services.

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



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645
(530) 283-6299 FAX: (530) 283-6103

Dony Sawchuk
Director

Board Date: May 18, 2015

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: Approve Contract Addendum #5 for KJ's Cleaning Service for the one year extension of the janitorial maintenance Contract.

Recommendation

Approve Contract Addendum #5 for KJ's Cleaning Service for the one year extension of the Janitorial Maintenance Contract.

Background

KJ's Cleaning Services is responsible for the Janitorial Maintenance of the following facilities in this contract:

1. Greenville Sub-Station
2. Greenville Library
3. Greenville Town Hall

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

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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

Robert A. Perreault, Jr., P.E., Director

Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

For the May 19, 2015 meeting of the Plumas County Board of Supervisors

May 11, 2015

To: The Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: Consider Award of a Contract in the Amount of \$22,894.50 to
Purchase Corrugated Metal Pipe from Pacific Corrugated Pipe, Co.

Background:

Standard practice at the Department of Public Works is to maintain an inventory of corrugated metal pipe in Quincy for use, as needed, in the different maintenance districts located throughout Plumas County. Inventory levels in stock are sufficient for multiple years.

During this fiscal year, 2014-15, it is necessary for the pipe inventory to be replenished.

Accordingly, the Department budgeted \$ 200,000 within Line Item No. 524400 that was adopted by the Board of Supervisors on September 11, 2014. That budget line item is intended to fund multiple various items, such as different types of pipe, aggregate, bridge timbers, etc.

The Department has advertised for bids, which were opened on April 23, 2015.

Two (2) bids were received. The results of the submitted bids were:

Pacific Corrugated Pipe Co., Sacramento, CA, \$22,894.50.

J. W. Wood Company, Redding, CA, \$29,618.74.

As of April 28, 2015, \$170,000 remained available in Line Item No. 524400.

Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors authorize the Director of Public Works to purchase corrugated metal pipe from the Pacific Corrugate Pipe, Co. for \$22,894.50.

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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

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



CONSENT AGENDA REQUEST

for the May 19, 2015 meeting of the Plumas County Board of Supervisors

May 11, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, appearing to read "Robert A. Perreault, Jr.", is written over the "From:" line.

Subject: Request Approval of Amendment No. 2 to the Professional Services Agreement with Quincy Engineering for the Keddie Resort Road Bridge Project in the Amount of \$125,000

Background:

In regard to the Keddie Resort Road Bridge Project, Public Works staff and Quincy Engineering (Consultant) staff have mutually identified the need for an amendment to the existing Professional Services Agreement # PWRD 11-069.

Amendment No. 2 for additional funding is required to complete the final design for construction. The additional costs are due to the main span being changed by Public Works staff in February 2015 (after the original contract had been fully executed) from a precast concrete girder design to a steel girder design. Physical constraints of the site related to the steep banks and large existing trees made accommodation of a precast, pre-stressed type girders difficult. Caltrans approved these revisions on February 27, 2015.

For this reason steel girders were chosen as the preferred alternative because such girders would require less tree removal, better maintain the rural aesthetics of the project site, and result in more room to maneuver cranes during construction that will be needed to lift and place the steel girders. This alternative also enables the usage of existing bridge to maintain access by the residents and the Union Pacific Railroad employees around the new bridge when it is under construction, as needed throughout the construction phase.

The Consultant and the Structures Local Assistance Engineer (SLAE) from Caltrans have met and discussed the available alternatives for this project. The Caltrans SLAE has received an electronic copy of the revised Project Report and has reviewed the "final type selection." Recommendations were forwarded by Public Works staff to Caltrans District 2 in Redding and to Caltrans Headquarters in Sacramento.

Public Works staff and the Caltrans SLAE are in agreement with the Consultant's proposed 2-span steel alternative. The SLAE has also reviewed the funds requested for the necessary additional preliminary engineering for the design phase and has concluded that the proposed fees are reasonable.

The Consultant has determined the additional costs as follows:

- Additional design/check effort for steel girder bridge type = \$137,100
- Remaining budget (not used) = \$104,848.56 and out of this remainder some of these funds will be used to complete additional tasks for the steel design.
- Total additional budget request to be added to the existing contract = \$125,000

FHWA and Caltrans have reviewed and approved proposed Amendment 2 of the existing contract and have approved \$125,000 in additional Preliminary Engineering funding for the project, thus: \$110,663 (Federal) and \$14,337 (County). See attached e-mail from Caltrans, dated 2/27/2015 and the approved Form E-76, dated 2/26/2015. The Department of Public Works has sufficient County match funds budgeted under Work Order #242, plus remaining State Match Exchange funds, for a total of \$24,905, as of 1/31/15.

Summary: Upon approval, the Professional Services Agreement – Task No. P03-600-08 (Final Design) amount will be increased from \$248,377.86 to \$373,377.86. All other provision of the original Professional Services Agreement will remain unchanged.

Amendment No. 2 has been Approved as to Form by Deputy County Counsel.

Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors approve Amendment No. 2 to the Professional Services Agreement for the Keddie Resort Road Bridge Project (Public Works Contract # PWRD 11-069) to amend the scope of work and amount of compensation to be increased from \$248,377.86 to \$373,377.86; and to authorize execution of Amendment No. 2 by the Chair and the Director of Public Works.

Mannle, John

From: Quigley, Tamy D@DOT <tamy.quigley@dot.ca.gov>
Sent: Friday, February 27, 2015 7:43 AM
To: Mannle, John
Cc: Perreault, Bob
Subject: FW: FADS FMIS Approval: Federal Project Nbr 5909(079), Seq 4, State Project No 02456544L
Attachments: BRLO_5909(079) Seq4_Supp_PE_\$125000andRW_22000_02272015.pdf

TGIF! Attached you will find your approved E76 for Seq 4 authorized 02/26/2015 - Supplemental request for PE \$125,000 and RW \$22,000.

5 day turn around :)

Tamy Quigley
D2 - Office of Local Assistance
Plumas and Siskiyou Area Manager
Safe Routes, BTA and Co-ATP Coordinator
530.225.2735

-----Original Message-----

From: FADS Support@DOT
Sent: Thursday, February 26, 2015 11:57 PM
To: Quigley, Tamy D@DOT
Subject: FADS FMIS Approval: Federal Project Nbr 5909(079), Seq 4, State Project No 02456544L

The following project request was approved in FMIS on 02/26/2015

Project No: 5909(079)
Seq No: 4
State Project No: 02456544L
Alt State Project No:
Authorized in FADS By: AMBROSINI, ADAM
Project Location: CR 415 (PM 0.12) OVER SPANISH CREEK ON KEDDIE RESORT ROAD 0.1 MIL E/O SR 70/89
Type of Work: BRIDGE REPLACEMENT(TC)

Final Voucher: N
Action: Project Change - Other than Federal Funding Change
Federal Funds Change: \$132,663.00
Advance Construction Change: \$.00

Pe

NOTE: This is a system-generated email. Do not reply to this email.

AMENDMENT MODIFICATION SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM
DLA LOCATOR: 02-PLU-0-CR
PREFIX: BRLO
PROJECT NO: 5909(079)
SEQ NO: 4
STATE PROJ NO: 02456544L
AGENCY: PLUMAS
ROUTE:
TIP DATA
MPO: NON-MPO
FSTIP YR: 14/15
STIP REF: 230-0000-0031
DISASTER NO:
BRIDGE NO'S: 09C0034

PROJECT LOCATION:
CR 415 (PM 0.12) OVER SPANISH CREEK ON KEDDIE RESORT ROAD 0.1 MIL E/O SR 70/89
TYPE OF WORK:
BRIDGE REPLACEMENT(TO)
FED RR NO'S:
PUC CODES:
PROJ OVERSIGHT: DELEGATED/LOCAL ADMIN
ENV STATUS / DT: DELEG TO STATE USC 326/SEC 6004 07/24/2013
RW STATUS / DT:
INV RTE:
BEG MP: 0
END MP: 0

PREV AUTH / AGREE DATES:
PE: 07/11/2007
RW: 08/15/2013
CON:
SPR:
MCS:
OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
H1C0	10	15	L		RURAL	
L11E	11	15	L		RURAL	
L11E	20	16	L		RURAL	

FUNDING SUMMARY

PHASE	PREV. OBLIGATION	THIS REQUEST	SUBTOTAL	PROJECT COST	FEDERAL COST	AC COST
PE	\$557,000.00	\$125,000.00	\$682,000.00		\$493,112.00	\$0.00
					\$110,663.00	\$0.00
					\$603,775.00	\$0.00
R/W	\$10,000.00	\$22,000.00	\$32,000.00		\$10,000.00	\$0.00
					\$22,000.00	\$0.00
					\$32,000.00	\$0.00
CON	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
TOTAL:	\$714,000.00				\$635,775.00	\$0.00

STATE REMARKS

HISTORICAL COMMENTS

02-PLU-0-Cr; BRLO-5909(079); "State Authorized" Bridge No. 09C-0034
HBP

COST SUMMARY	TOTAL	FED PART	FED/H1C0	LOCAL
PE (This Request)	191,000	191,000	169,092	21,908
TOTAL	191,000	191,000	169,092	21,908

* This SEQ 1 Action will authorize/obligate federal funds for PE work.
* Maximum HBP funds programmed for PE phase= \$169,092.

District Comments

7/3/07: Request for PE authorization \$169,092 (191,000 x 88.53%). wp

08/17/2010 PE Cost adjustment to add \$324,019 (\$366,000 x 88.53%)

08/27/2010 08/27/10: SEQ#3 - Request additional \$324,020 L11E for PE. This is a post-programming change and funds were approved by the HBP coordinator. kbh

07/25/2013 07/25/2013: Request for RW funds of \$10,000 reimbursed 100% toll credits - TQ

08/13/2013 -NEPA was approved on 6/27/13 and was re-validated on 7/24/13.
-8/13/13 SEQ#3: The purpose of this request is to authorize \$10,000 of L11E federal fund for the ROW phase utilizing Toll credit (TC).
02/18/2015 PE and RW supplemental cost adjustments. PE is \$125,000 @ 88.53% adn RW is 22,000 @ 100% TC.
FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: OTH
FOR: PE & ROW COST ADJ.
DOCUMENT TYPE: AMOD

PREPARED IN FADS BY: QUIGLEY, TAMY
REVIEWED IN FADS BY: SAFAIE, FRANK
SUBMITTED IN FADS BY: AMBROSINI, ADAM
PROCESSED IN FADS BY: HUEY, SHUN
APPROVED IN FMIS BY: TASIA PAPAJOHN

ON 02/18/2015 225-2735
ON 02/20/2015 653-5345
ON 02/20/2015 FOR CALTRANS
ON 02/20/2015 FOR FHWA
ON 02/26/2015

SIGNATURE HISTORY FOR PROJECT NUMBER 5909(079) AS OF 02/27/2015

MOD #	SIGNED BY	SIGNED ON
3	SHUN HUEY	02/23/2015
	CESAR E. PEREZ	02/24/2015
	TASIA PAPAJOHN	02/26/2015
2	SHUN HUEY	08/14/2013
	GARY J. SWEETEN	08/15/2013
	TASIA PAPAJOHN	08/15/2013
1	SHUN HUEY	09/01/2010
	GARY J. SWEETEN	09/01/2010
	RODNEY WHITFIELD	09/01/2010
0	JERILYNN FOGLE	07/31/2007
	JERILYNN FOGLE	07/31/2007
	MARY CUNNINGHAM	07/31/2007

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AMEND/MOD	AMBROSINI, ADAM	02/20/2015



GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

1E1

Memorandum

DATE: May 7, 2015
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood *GH*
RE: Agenda Item for the meeting of May 19, 2015

It is recommended that the Board:

Approve and sign the Resolution and authorize the Sheriff to sign the 2015-2016 Boating Safety and Enforcement Financial Aid Program Contract allowing the Sheriff's Office to participate in the Department of Boating & Waterways Financial Aid Program.

Background and Discussion:

The Boating Safety and Enforcement Financial Aid Program provides funding for the Plumas County Sheriff's Boating Safety and Enforcement Unit to provide education and information on boating safety issues, supervise organized water events, provide assistance to water users, and enforce state and local laws on the waterways in Plumas County.

The funding awarded in the annual contract for BS&E program costs for fiscal year 15/16 is a baseline allocation of \$132,511.00. The program requires a county contribution of the estimated county boat tax revenue in the amount of \$18,222.73. The total BS&E program budget for FY 15/16 is \$150,733.73.

This agreement shall be for the term beginning July 1, 2015 and ending June 30, 2016.

Resolution and contract have been reviewed by County Counsel.



Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this *1ST day of July, 2015*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the **COUNTY OF PLUMAS**, hereinafter called "Agency";

WITNESSETH

WHEREAS, Contingent on approval of the **Fiscal Year 2015-2016** budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

III. Payments

- A. **Maximum Amount**. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed **\$132,511.00** for the agreement term in full consideration of Agency's performance of the services described in this agreement.
- B. **Rate of Payment**. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ___ monthly **OR** X quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT

Ms. Corrina Dugger
Department of Parks and Recreation
Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, CA 95814

TO AGENCY

Plumas County Sheriff
1400 E. Main Street
Quincy, CA 95971

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2015**, and ending **June 30, 2016**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

X. Special Provisions

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND
RECREATION, DIVISION OF BOATING AND
WATERWAYS

By: _____

*California Department of Parks and Recreation,
Division of Boating and Waterways*

Date: _____

“Department”

COUNTY OF PLUMAS

By: _____

Title: Sheriff

Date: _____

“Agency”

Approved as to form:

Stephen J. Murrell, Deputy 5/6/15
COUNTY COUNSEL

PLUMAS COUNTY BOARD OF SUPERVISORS
RESOLUTION # _____

WHEREAS, THE SHERIFF OF PLUMAS COUNTY DESIRES TO UNDERTAKE A CERTAIN PROJECT DESIGNATED "THE PLUMAS COUNTY SHERIFF'S BOATING SAFETY AND ENFORCEMENT PROGRAM" FOR FY 2015-2016, TO BE ADMINISTERED BY THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS.

NOW, THEREFORE, BE IT RESOLVED THAT THE SHERIFF OF THE COUNTY OF PLUMAS IS AUTHORIZED TO SIGN AND SUBMIT THE BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM CONTRACT ON BEHALF OF THE BOARD OF SUPERVISORS. THE SHERIFF OR AUTHORIZED REPRESENTATIVE SHALL SIGN THE ANNUAL ACTIVITY REPORT. THE SHERIFF OR AUTHORIZED REPRESENTATIVE SHALL SIGN ALL QUARTERLY CLAIMS FOR REIMBURSEMENT. THE GRANT PROPOSALS AND ANY EXTENSIONS OR AMENDMENTS THEREOF AND ANY SUBSEQUENT CONTRACT WITH THE STATE IN RELATION THERETO, WILL BE APPROVED BY THE BOARD OF SUPERVISORS.

IT IS AGREED, THAT THE COUNTY OF PLUMAS SHALL COMPLY WITH THE FISCAL AND OPERATIONAL REQUIREMENTS OF THE BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM GUIDELINES.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS OF PLUMAS COUNTY IN A MEETING THEREOF HELD ON _____, 2015 BY THE FOLLOWING VOTE;

AYES;

NOES;

ABSENT;

CHAIR SIGNATURE: _____ **DATE:** _____

TYPED NAME AND TITLE: _____ Kevin Goss, Chair

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

TYPED NAME AND TITLE: _____ Nancy DaForno, Clerk



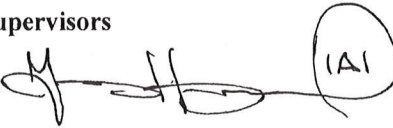
GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

1E2

Memorandum

DATE: May 7, 2015
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of May 19, 2015

It is recommended that the Board:

Approve and sign contract between the Plumas County Sheriff's Office (PCSO) and Trinity Service Group, Inc. to provide purchasing services and dietary food management advisement services to the Plumas County Correctional Facility.

Background and Discussion:

Due to the rising costs of food over the past year, the need for religious meals, medical diet menus, and oversight of all menus by a Registered Dietitian, to comply with California Title 15, at the Plumas County Correctional Facility the Sheriff recommends approval of this contract.

Over the past year the Correctional Facility food expenses has averaged \$10,000.00 a month for an average inmate population of 50 inmates. Trinity Services Group, Inc. contract is for 50 inmates at the cost of \$116,077.00 for the next fiscal year. This contract includes all of the services needed to comply with Title 15 with the exemption of providing milk to the Facility which will be purchased locally.

Safe guards have been built in if the daily average inmate population exceeds 50 inmates. Population of 55 inmates will rise to \$121,040.00 annually, population of 60 inmates will be \$126,520 annually, and population of 65 inmates will be \$130,965 annually.

With this contract it will allow for fixed food costs, required alternative menus, and Dietitian oversight as required in Title 15. The contract will begin at the new fiscal 2015/2016 year.

Due to the length of the contract one copy has been filed with the Clerk of the Board.

1E3

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INYO AND PLUMAS COUNTIES
REGARDING INVESTIGATIVE SERVICES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the COUNTY OF INYO, a political subdivision of the State of California ("INYO"), and the COUNTY OF PLUMAS, a political subdivision of the State of California ("PLUMAS"), who are collectively referred to as "the Parties" or "the Counties."

This MOU is made with reference to the following facts and circumstances:

- A. The sheriff's offices of the respective Counties have a duty and responsibility to investigate incidents relating to the respective sheriff's office's citizen complaints and/or violations of personnel policies or the sheriff's office's orders and directives. Such investigations are commonly referred to as "internal affairs investigations" or "IA investigations."
- B. Each of the Counties has personnel who have the necessary expertise to conduct IA investigations.
- C. Each of the Counties has a desire to utilize the services and expertise of personnel of the other county to conduct an internal affairs investigation where the factual circumstances may give rise to a conflict of interest or the appearance of a conflict of interest or bias if the investigation was conducted by the staff of the office where the factual circumstances occurred.
- D. INYO and PLUMAS desire to set forth their agreement by which personnel of one county will provide IA investigation services to the other county and the manner in which county providing the investigative services will be reimbursed by the county receiving the investigative services

The Parties agree as follows:

- 1. **Services Provided.** Each County may provide internal affairs investigative services to the other County upon request, on an as-needed basis as follow:
 - a. **Request:** The County desiring IA investigative services (the "Requesting County") shall make a written request to the other county (the "Investigating County"), providing a general description of the facts and circumstances to be investigated without disclosing confidential or privileged information. The Investigating County shall promptly determine whether or not the Investigating County is available to do the investigation as the agent of the Requesting County, and shall communicate its acceptance or declination, as the case may be, to Requesting County.

- b. **Conduct of the Investigation:** The Investigating County shall provide qualified personnel possessing the requisite skills and knowledge to conduct the requested investigation. The Investigating County shall perform the investigation for the Requesting County applying best practices consistent with applicable legal standards as though it were conducting its own internal affairs investigation. The Requesting County shall (a) fully cooperate in the investigation by all reasonable means possible; (b) promptly provide all documents and records upon request; and (c) make Requesting County personnel available for interview and consultation as may be necessary and convenient for the investigation. The Requesting County's county counsel office shall be available for legal consultation and advice by the Investigating County's personnel who are assigned to conduct the IA investigation.
 - c. **Report:** A written report shall be prepared detailing the investigation and the findings as a result of the investigation. The original report and all materials and evidence gathered in the course of the IA investigation shall be provided to the Sheriff of the Requesting County. Copies of the report shall be simultaneously provided to the Requesting County's county counsel and human resources director.
 - d. **Post-Investigation Availability:** The Investigating County's personnel who conducted the IA investigation will be available in the event of any resulting administrative or legal proceedings relating to the investigation or the subject matter of the investigation
2. **Compensation.** The Requesting County shall fully reimburse the Investigating County for time incurred by the Investigating County's personnel relating to the investigative services together with any related costs. "Time" includes the salary, benefits, payroll taxes, and other charges for the Investigating County's personnel so as to represent the "fully-loaded rate" of such personnel to the Investigating County. "Time" also includes "overtime" which is that time over and beyond straight time (40 hours per week) which may be required for the investigation. Such overtime may be incurred as a result of the investigating county personnel exceeding his/her regular employee work week hours (40 hours) directly related to his/her employer's primary needs. "Costs" include, but are not limited to, per diem for travel, meals and lodging, any other out-of pocket expenses reasonably necessary to the investigation or subsequent proceedings, together with "overhead" as determined by the county's cost plan. The Investigating County shall submit a monthly invoice to the Requesting County itemizing the time expended by for all employees involved in the investigation together with copies or receipts or other records evidencing the costs incurred. The Requesting County shall pay each invoice within twenty (20) days of presentation to the Auditor of the Investigating County.
3. **Term.** The term of this MOU shall be from _____, 2015, through _____, 20____, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate, this MOU by giving thirty (30) days written notice to the other party.

5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this MOU, insufficient funds are appropriated to make the payments called for by this MOU, this MOU shall be of no further force or effect. In this event, the Requesting County shall have no liability to pay any further funds whatsoever to the Investigating County or furnish any other consideration under this MOU and Investigating County shall not be obligated to perform any further services under this MOU. If funding for any fiscal year is reduced or deleted for the purposes of this program, either Party shall have the option to either cancel this MOU with no further liability incurring, or offer an amendment to reflect the reduced amount available to the program. The Parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Each party acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute, provided that the Requesting County shall pay all compensation then due to the Investigating County.
6. **Effect of Refusal of Board of Supervisors to Enter Into Agreement.** It is understood and agreed by the parties that this Agreement is subject to the review and approval of the Plumas County and Inyo County Boards of Supervisors. In the event that either of the Boards of Supervisors declines to enter into this agreement, then it is agreed that there is, in fact, no binding agreement, either written or oral, between the parties herein.
7. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties subject to paragraph 6. In enforcing this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
8. **Indemnification.** The Requesting County shall indemnify, defend, and hold the Investigating County and the personnel assigned to conduct the investigation harmless from and against any and all claims arising out of this MOU, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising there from. Such indemnification shall not apply to claims arising from conduct or omissions resulting from gross negligence or willful misconduct on the part of the Investigating County's personnel.
9. **Employment:** Nothing contained herein or in any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between the Requesting County and the Investigating County or relevant assigned personnel nor to allow the Requesting County to exercise discretion or control over the manner in which assigned personnel from the Investigating County perform the work or services that are the subject matter of this MOU. The assigned personnel of the Investigating County shall at all times be and remain exclusively the employee(s) of the Investigating County. Assigned personnel from the Investigating County will not represent him/herself to be nor hold her/himself out as an employee of the Requesting County. Assigned Personnel from the Investigating County do not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to employees of the Requesting County.

10. **Amendment.** This MOU may be amended at any time by mutual agreement of the Parties, expressed in writing and duly executed by both Parties. No alteration of the terms of this MOU shall be valid or binding upon either party unless made in writing and duly executed by both Parties.
11. **Licenses and Permits.** Each party represents and warrants to the other party that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for it to perform its duties and obligations under this MOU. Each party represents and warrants to the other party that it shall, at its sole cost and expense, keep in effect at all times during the term of this MOU any licenses, permits, and approvals that are legally required for it or its principals to perform its duties and obligations under this MOU.
12. **Assignment.** Neither party may assign, subcontract, sublet, or transfer its interest in this MOU without the prior written consent of other party.
13. **Non-discrimination.** Each party agrees not to discriminate in the provision of service under this MOU on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. **Choice of Law.** The laws of the State of California shall govern this MOU.
15. **Controlling Law Venue:** The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the Requesting County.
16. **Integration.** This MOU constitutes the entire understanding between the Parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. **Severability.** The invalidity of any provision of this MOU, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. **Headings.** The headings and captions contained in this MOU are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this MOU.
19. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. **Notice Addresses.** All notices under this MOU shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

INYO COUNTY Inyo County Sheriff P.O. Drawer S Independence, CA 93526 With a copy to: Inyo County Counsel 224 NO. Edwards, P.O. Box M Independence, CA 93526	PLUMAS COUNTY Gregory Hagwood, Plumas County Sheriff 1400 E. Main Quincy, CA 95971 With a copy to: Plumas County Counsel 520 Main Street, Room 301 Quincy, CA 95971
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21. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this MOU and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this MOU.

22. **Signatures:**

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

COUNTY OF INYO, a political subdivision of the State of California By _____ William Lutz, Sheriff By _____ Matthew Kingsley, Chair Board of Supervisors Approved as to form: _____ Inyo County Counsel	COUNTY OF PLUMAS, a political subdivision of the State of California By _____ Gregory Hagwood, Sheriff By _____ Kevin Goss, Chair Board of Supervisors Approved as to form: _____ Plumas County Counsel
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[Z:\Contracts\MOU Plumas-Inyo SO-IA.doc]



IF

PLUMAS COUNTY PROBATION DEPARTMENT
CLINT ARMITAGE
ACTING CHIEF PROBATION OFFICER
270 County Hospital Rd., Ste. 128., Quincy, CA 95971
(530) 283-6200 Fax (530) 283-6165

DATE: May 8, 2015

TO: Honorable Board of Supervisors

FROM: Clint Armitage, Acting Chief Probation Officer *CA*

SUBJECT: Contract between Plumas County and Plumas Rural Services

Recommendation:

Approve the Contract between Plumas County and Plumas Rural Services for Parenting Classes.

Background:

During the on-going 6 week program modules, parents of probationers will participate in the following classes: Nurturing Parenting and Teen Relationships; Adolescence: Why It's Normal for Teens to Act Weird; Trusting Teen-Parent Relationships; Constructive Communication; Negotiation and Compromise; Problem Solving; Why Teens Stop Talking; Discipline: Family Morals, Values & Rules; Helping Teens Manage Their Behavior; Everyone's Not Doing It; Saying No and Walking Cool; and Violent and Possessive Relationships. The classes will include videos, parent resource guides, and open discussions providing support, encouragement, and guidance.

The Nurturing Parenting Critical Support component will provide in-home services for parents who need further support after or in tandem with the Nurturing Parenting groups. A paraprofessional counselor will be assigned to the family in their home to evaluate the parent-child relationship, observe the parenting environment, and offer concrete suggestions for methods to implement in the home to improve parenting skills. The program will be tailored specifically to each family's individual needs, taking into account both unique, short-term issues and ongoing circumstances that impact the family dynamic and day-to-day parenting.

AB

(Auditor's Use Only)

Date 5/12/2015

Approval Required

- | |
|---------|
| Board |
| Board |
| Board |
| Auditor |
| Auditor |

SUPPLEMENTAL REVENUE ACCOUNTS

Fund #	Dept #	Acct #	Account Name	\$ Amount
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0001	20980	528400	Contingencies	36,000.00
			Total (must equal transfer to total)	36,000.00

☐ SUPPLEMENTAL EXPENDITURE ACCOUNTS

Fund #	Dept #	Acct #	Account Name	\$ Amount
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0001	20320	521000	Witness Fees/Costs	36,000.00
			Total (must equal transfer to total)	36,000.00

Please provide copy of grant award, terms of award, proof of receipt of additional revenue and for back up to support this request.

RECEIVED
MAY 13 2015

Auditors / Risk

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) No funds allocated for FY 14/15 for Public Defender Expert Witness Costs account.

B) Expected Insurance proceeds to reimburse General Fund Contingency Account.

C) Several invoices due for Judge ordered Expert Witness services needed for FY 14/15 murder trial.

D) No funds allocated for FY 14/15 for Public Defender Expert Witness Costs account.

Approved by Department Signing Authority: _____

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: _____



Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



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

May 6, 2015

MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

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

A handwritten signature in cursive script, reading "R. Craig Settlemyre", is written over a horizontal line.

SUBJECT: Extend Public Defender Contracts
For Meeting of the Board of Supervisors on May 19, 2015

Summary:

Consider:

1. Extension of existing contracts for public defender legal services with attorneys William Abramson, Douglas Prouty, and Robert Zernich for an additional three (3) years (June 1, 2015 to May 31, 2018) on the same terms and conditions; *or*
2. Give other direction to staff.

Historical Background:

On May 19, 2009 Plumas County entered into separate contracts with four local attorneys, William Abramson, Douglas Prouty, Robert Zernich, and George Zube to provide public defender services where appointed by the judges of the Plumas Superior Court to represent defendants in criminal cases and juveniles in juvenile delinquency proceedings. Under the contracts, each attorney was responsible to handle approximately one-quarter of the caseload for which he is paid \$6,556.14 each month, subject to certain exceptions. All four contracts were scheduled to continue in effect until May 31, 2012.

Following Mr. Zube's untimely passing on November 23, 2011 the three remaining contract public defenders, after conferring with the Court, submitted a proposal to Plumas County that they each assume a proportionate share of the caseload that would have been assigned to Mr. Zube for the remainder of the contract term. In exchange for assuming this additional work, they proposed that they each be paid an additional \$1,700.00 per month. The remaining portion of the contract amount that would have been paid to Mr. Zube, namely \$1,456.14 per month, would be

Memorandum
Board of Supervisors
Re: Renewal of Public Defender Contracts
Date: May 6, 2015

Page 2 of 3

retained by the County to pay other legal counsel in the event all three attorneys had a conflict of interest that prevented all of them from accepting a court appointment. This proposal was accepted by this Board of Supervisors at a meeting on December 20, 2011.

On May 17, 2012, your Board approved the three current public defender attorney contracts that are scheduled to expire May 31, 2015.

On April 2, 2015, the County Counsel's Office sent an e-mail to the three current public defender contract attorneys inquiring if they were interested in renewing or extending their contract with Plumas County or if they saw a need for any changes. A copy of the e-mail was sent to Plumas Superior Court Presiding Judge Ira Kaufman so that he could provide input from the perspective of the Courts.

While there was no reply on behalf of the Courts, the three current public defender contract attorneys responded that they are willing to renew their contracts for three more years (June 1, 2015 through May 31, 2018) on the same terms as the contracts that were approved May 17, 2012. A copy of the proposed "First Amendment to Contract" for each of the three attorneys is attached for your review.

Discussion:

When the public defender contracts changed from four attorneys to three attorneys, each attorney took on a 33 1/3% increase in caseload, but received an increase in compensation of only 26%. The change from four attorneys to three resulted in an *approximate savings* to the County of 5.55% (\$17,473.68 annually). The savings can only be approximated because it is virtually impossible to predict whether or not the savings will be reduced by an increased probability of a conflict of interest among all three attorneys that will necessitate the appointment of conflict defense counsel.

The history of actual expenditures for other conflict defense counsel (Dept. 20320; line item 525700) is as follows:

FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15 (partial)
\$ 42,718.00	\$ 7,929.00	\$ 6,064.40	\$ 3,639.50	\$ 21,645.50	\$ 40,129.37	\$ 37,810.00

While the County is responsible for court reporter expenses, and court-approved witness, expert, and forensic services, the contract public defender attorneys, as independent contractors, are responsible for all their own overhead expenses (office expense, utilities, support staff, insurance, travel, etc.). The County is not responsible for the payment of any payroll taxes (FICA, Medicare, unemployment insurance), workers compensation, or retirement contributions.

Memorandum
Board of Supervisors
Re: Renewal of Public Defender Contracts
Date: May 6, 2015

Page 3 of 3

Recommended Action:

1. That the Board of Supervisors approve the proposed "First Amendment to Contract" extending the current contracts an additional three (3) years (June 1, 2015, through May 31, 2018), for attorney services rendered under court appointment for each of the three contract public defender attorneys: William Abramson, Douglas Prouty, and Robert Zernich; *or*
2. Give other direction to staff.

[\\HMXL012041S\\1 coco shared (HMXL012041S)\\Memos\\BOS Memo re Public Defender Contract 3 yrs begin 20150601 final.doc]

FIRST AMENDMENT TO CONTRACT

BY AND BETWEEN

PLUMAS COUNTY AND BILL ABRAMSON

For Attorney's Services Rendered under Court Appointment

This First Amendment to Contract ("Amendment") is made on May ____, 2015, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and BILL ABRAMSON ("ATTORNEY") who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and BILL ABRAMSON have entered into a written contract dated April 17, 2012, (the "Contract"), in which BILL ABRAMSON agreed to accept approximately one-third (1/3rd) of assignments made by Plumas County Courts for those matters enumerated in Government Code Section 27706, excluding, however, certain cases as is more particularly described in the Contract.
 - b. ATTORNEY is one of three (3) attorneys having such a contract with COUNTY, the others being Robert Zernich and Doug Prouty. Such contracts are all due to expire on May 31, 2015.
 - c. ATTORNEY and COUNTY desire to extend the term of the Contract an additional three (3) years on the same terms and conditions.
 - d. Accordingly, the parties desire to change the Contract.
2. **Amendments:** The parties agree to amend the Contract as follows:
 - a. The term of the contract provided in Paragraph 2 of the Contract is extended to May 31, 2018.
3. **Effectiveness of Contract:** Except as set forth in this First Amendment of Contract, all other provisions of the Contract dated April 17, 2012 shall remain unchanged and in full force and effect.

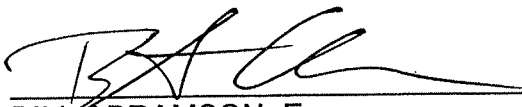
4. Signatures:

COUNTY OF PLUMAS

ATTORNEY

By _____

Kevin Goss, Chair
Board of Supervisors


BILL ABRAMSON, Esq.

APPROVED AS TO FORM:

R. Craig Settlemire,
Plumas County Counsel

[\\HMXL012041S\1 COCO SHARED\CONTRACTS\PUBLIC DEFENDERS AMENDMENT TO CONTRACT-ABRAMSON.DOC]

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN
PLUMAS COUNTY AND DOUGLAS PROUTY
For Attorney's Services Rendered under Court Appointment

This First Amendment to Contract ("Amendment") is made on May ____, 2015, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and DOUGLAS PROUTY ("ATTORNEY") who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and DOUGLAS PROUTY have entered into a written contract dated April 17, 2012, (the "Contract"), in which DOUGLAS PROUTY agreed to accept approximately one-third (1/3rd) of assignments made by Plumas County Courts for those matters enumerated in Government Code Section 27706, excluding, however, certain cases as is more particularly described in the Contract.
 - b. ATTORNEY is one of three (3) attorneys having such a contract with COUNTY, the others being Robert Zernich and Bill Abramson. Such contracts are all due to expire on May 31, 2015.
 - c. ATTORNEY and COUNTY desire to extend the term of the Contract an additional three (3) years on the same terms and conditions.
 - d. Accordingly, the parties desire to change the Contract.
2. **Amendments:** The parties agree to amend the Contract as follows:
 - a. The term of the contract provided in Paragraph 2 of the Contract is extended to May 31, 2018.
3. **Effectiveness of Contract:** Except as set forth in this First Amendment of Contract, all other provisions of the Contract dated April 17, 2012 shall remain unchanged and in full force and effect.

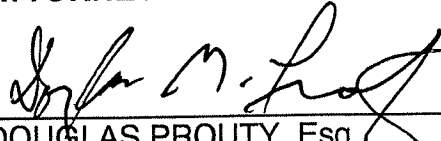
4. Signatures:

COUNTY OF PLUMAS

ATTORNEY

By _____

Kevin Goss, Chair
Board of Supervisors


DOUGLAS PROUTY, Esq.

APPROVED AS TO FORM:

R. Craig Settemire,
Plumas County Counsel

[\\HMXL012041S\1 COCO SHARED\CONTRACTS\PUBLIC DEFENDERS AMENDMENT TO CONTRACT-ABRAMSON.DOC]

FIRST AMENDMENT TO CONTRACT

BY AND BETWEEN

PLUMAS COUNTY AND ROBERT ZERNICH

For Attorney's Services Rendered under Court Appointment

This First Amendment to Contract ("Amendment") is made on May ____, 2015, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and ROBERT ZERNICH ("ATTORNEY") who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and ROBERT ZERNICH have entered into a written contract dated April 17, 2012, (the "Contract"), in which ROBERT ZERNICH agreed to accept approximately one-third (1/3rd) of assignments made by Plumas County Courts for those matters enumerated in Government Code Section 27706, excluding, however, certain cases as is more particularly described in the Contract.
 - b. ATTORNEY is one of three (3) attorneys having such a contract with COUNTY, the others being Doug Prouty and Bill Abramson. Such contracts are all due to expire on May 31, 2015.
 - c. ATTORNEY and COUNTY desire to extend the term of the Contract an additional three (3) years on the same terms and conditions.
 - d. Accordingly, the parties desire to change the Contract.
2. **Amendments:** The parties agree to amend the Contract as follows:
 - a. The term of the contract provided in Paragraph 2 of the Contract is extended to May 31, 2018.
3. **Effectiveness of Contract:** Except as set forth in this First Amendment of Contract, all other provisions of the Contract dated April 17, 2012 shall remain unchanged and in full force and effect.

4. Signatures:

COUNTY OF PLUMAS

ATTORNEY

By _____
Kevin Goss, Chair
Board of Supervisors


ROBERT ZERNICH, Esq.

APPROVED AS TO FORM:

R. Craig Settlemyre,
Plumas County Counsel

[\\HMXL012041S\1 COCO SHARED\CONTRACTS\PUBLIC DEFENDERS AMENDMENT TO CONTRACT-ABRAMSON.DOC]



ELLIOTT SMART
DIRECTOR


DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

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

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

DATE: MAY 5, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR 
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 19, 2015

RE: AUTHORIZATION TO FILL A VACANT AND FUNDED SOCIAL WORKER
I/II/III POSITION IN THE DEPARTMENT'S CHILD WELFARE SERVICES
PROGRAM

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacant and funded Social Worker I/II/III position in the Department of Social Services as soon as administratively possible.

Background and Discussion

The Department of Social Services has experienced a recent vacancy in the class of Social Worker I/II/III. This position became vacant on May 4, 2015, when the incumbent was promoted to fill a Senior Social Worker position in the Department's Adoption Program. As explained more completely in the accompanying documents, this position is part of our child protective services system and is therefore, critical for assuring child safety.

A Table of Organization showing the vacancy is also attached. Although it is not shown on this Table, the Department has experienced nine vacancies in social worker positions assigned to Child Welfare Services programs in a span of only 40 months, or in a period of less than four years. The average stay for a social worker who resigned during this time period has been just under fourteen (14) months. In exit interviews with the employees, four of the seven specifically mentioned pay rate as one factor in their reason for leaving.

Financial Impact

This position is funded in this year's County budget. There is no impact to the County General fund as the positions are funded by State, Federal and Realignment dollars.

Copy: DSS Management Staff

Enclosures

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Social Worker – Child Protective Services

- Is there a legitimate business, statutory or financial justification to fill the position?

Answer: Yes. Child Protective Services is a state mandated program.

- Why is it critical that this position be filled prior to the adoption of the County's budget?

Answer: The position is assigned duties that include public protection, specifically providing services to abused and neglected children.

- How long has the position been vacant?

Answer: This position became vacant on May 5, 2015 due to the prior incumbent accepting a promotion within our Department.

- Can the department use other wages until the budget is adopted?

Answer: No.

- What are staffing levels at other counties for similar departments and/or positions?

Answer: Staffing levels for this program are a function of the allocation of state general fund dollars for the position. Currently, the state provides funding for six social workers in Plumas County for this program.

- What core function will be impacted without filling the position prior to July 1?

Answer: Children may not be protected from abuse leading to potential tragic circumstances.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Answer: This position is funded by Federal and Realignment dollars. The Realignment dollars allocated to this program may not be used for other programs.

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies. Currently Child Welfare Services is not among the programs impacted by proposed reductions in the State's budget.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

Answer: No.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

Answer: No.

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Answer: The Department does not presently utilize General Fund dollars. Filling this position does not change that.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

Answer: Yes. The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.

Position Classification: Social Worker I/II/III

FTE: 1.00

Budgeted Position: Yes

CWS is funded through Federal (50%), 2011 Realignment (35%) and 1992 Realignment (15%) dollars for the basic program. Our total allocation for 2012-2013 is \$1,116,704. This allocation of funds is specifically for Child Welfare Services. It cannot be spent on other programs.

Mandated Program: Yes.

Child Welfare Services is a state-mandated, county-administered program. The mandate for Child Protective Services is found at Welfare and Institutions Code Section 16500, *et seq.* The mandated services include 24 hour, 7 days per week emergency response services for allegations of abuse or neglect of children, case management services to families whose children are removed from the home (including mandatory visits to both children and parents), reunification services to reunite families, and permanency services when reunification avenues are exhausted.

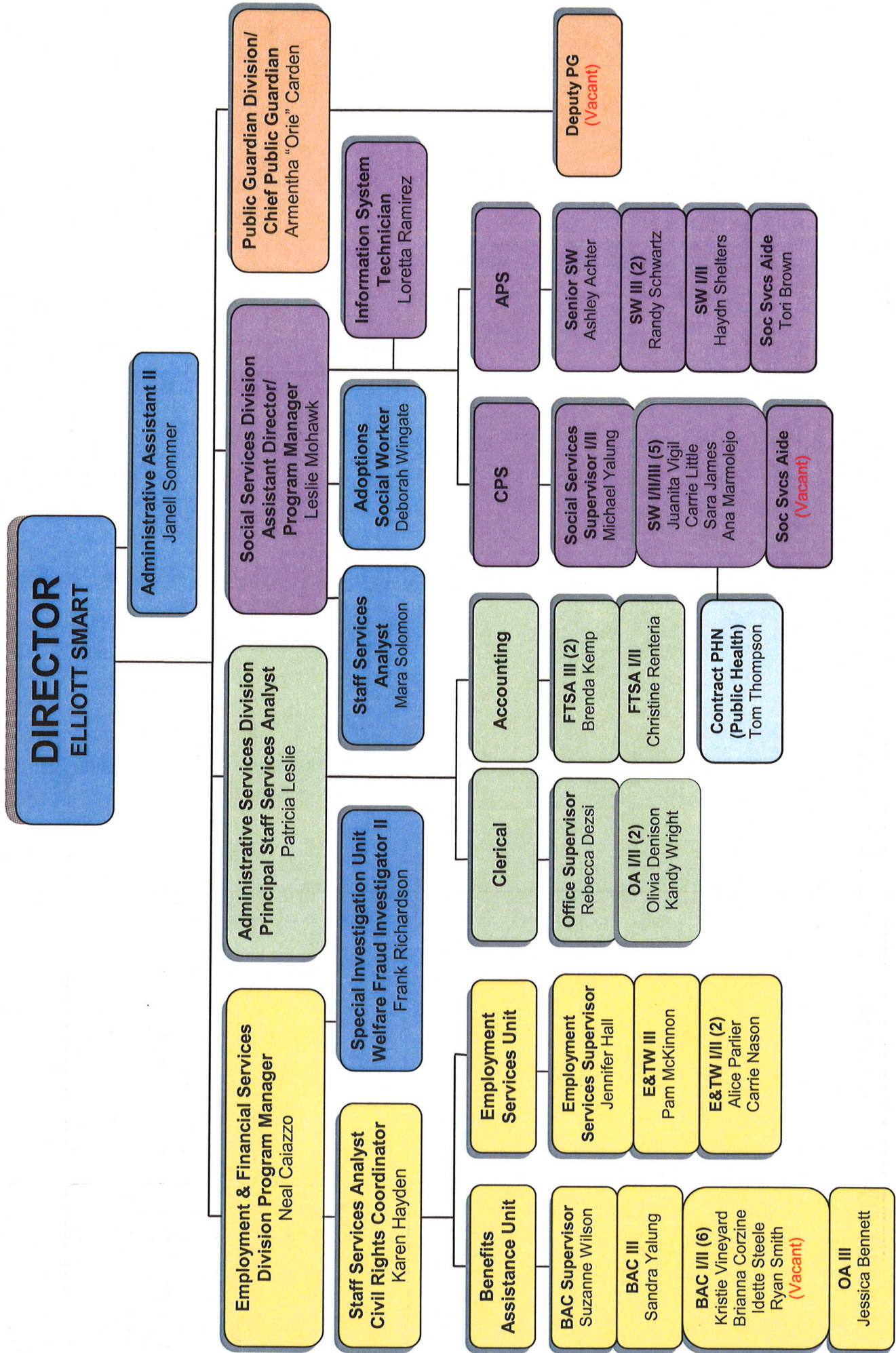
Position Description:

This position is responsible for the investigation of allegations of abuse or neglect of children. The incumbents also perform case management activities that support mitigation of the systemic family elements that have led to abuse or neglect of children. A significant component of the job includes reporting to the Plumas County Superior Court regarding the status of families who have had children removed from their care and custody. There is typically a significant amount of interaction with community based partner organizations that work with the Department towards goals associated with strengthening families.

Funding Sources:

The funding to support these positions comes from federal pass through dollars and county 1991 and 2011 Realignment dollars. There is no cost to the County's General Fund associated with these positions.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



3B1 PLUMAS COUNTY AUDITOR / CONTROLLER

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



Date: May 13, 2015

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Authorization for payment of invoice from Burfeind Construction dated May 2, 2015 for \$41,602.40 for work on Project 10-STBG6734 Plumas Rural Services building, and use of General Fund Contingency Funds.

Recommendation:

Authorize Auditor Controller to pay invoice from Burfeind Construction dated May 2, 2015 in the amount of \$41,602.40 for work on Project 10-STBG6734 Plumas Rural Services building.

Background:

The work being done to the Plumas Rural Services building by Burfeind Construction is funded by a Community Development Block Grant (#10-STBG-6734). Grant moneys from this grant are paid to the County on a reimbursement basis and the turn-around time for payment of the reimbursement to the County can be in excess of eight weeks. The program is administered by the Plumas County Community Development Commission, and all claims for work on the CDBG programs have been paid by the PCCDC. Funding for the PCCDC has recently undergone some changes that have caused the PCCDC to have no money that can be used while waiting for reimbursement from the state.

It is the opinion of the Auditor that because Plumas County is the grantee (and not the PCCDC) and the County will be reimbursed, the County should pay the contractor in a timely manner. This will require use of General Fund Contingency.

PAYMENT INVOICE TRANSMITTAL
BURFEIND CONSTRUCTION

To: <u>PCCDC</u> Attention: <u>Tom Yegerhofer</u> Address: <u>PO Box 319 Quincy Ca 95971</u> Phone # <u>530-283-2466 ext 120</u> e-mail <u>tyegerhofer@plumascdc.org</u>	From: <u>Burfeind Construction</u> Contact: <u>Martin Burfeind</u> Address: <u>1871 Diamond Mt Rd</u> City: <u>Greenville Ca 95947</u> Federal ID <u>68-0091762</u> e-mail <u>burfeind@frontiernet.net</u> Contractor Signature: <u>Martin Burfeind</u> Date: <u>5/2/2015</u>
---	--

RE: Project Name: Plumas Rural Services Building **Project Number:** 10-STBG6734

Invoice Number	Invoice Date	PO Number	Amount of Pay	Balance
#4	5-2-2015		\$41602.40	\$426.032.60

Brief description of Services:

Finish stem walls and continue building and pouring retaining walls. Pour concrete walk ways. Frame exterior walls of building and apply roof sheathing, trusses finished, California valley built. Shear wall on building where required. Second billing from Forrester for work on 3 acre conversion.

**PROGRESS PAYMENT FORM
FOR PRIME CONTRACTORS/CONSULTANTS, SUBCONTRACTORS/SUBCONSULTANTS
AND SUPPLIERS/SERVICES**

Invoice #	4		
Project Name	PRS Building 711 East Main Quincy Ca	Prime Contractor/Consultant	Burfeind Construction, Martin Burfeind CA Lic # 482443
		Address	1871 Diamond Mtn Rd Greenville, CA 95947
Project Number	10-STBG6734	Phone	(530)284-7241 Fax (530)284-7746 Cell (530)927-7777

Line No.	Subcontractors/Subconsultants & Suppliers/Services	Original Contract Amount	Change Order \$ Amounts	Total Contract Amount	Total Payment To Date	Payment For This Period	Payment For This Period Less 5%	Balance Remaining For Project
1	Mobilization	\$6,000.00		\$6,000.00	\$5,700.00	\$0.00	\$0.00	\$300.00
2	Excavation of pad and layout	\$8,000.00		\$8,000.00	\$7,600.00	\$0.00	\$0.00	\$400.00
3	concrete retaining wall, guard rail, stem wall	\$51,000.00		\$51,000.00	\$31,977.00	\$10,000.00	\$9,500.00	\$9,523.00
4	concrete parking swales, walks, ramp	\$20,000.00		\$20,000.00	\$1,900.00	\$8,000.00	\$7,600.00	\$10,500.00
5	concrete building site slab	\$40,000.00		\$40,000.00	\$38,000.00	\$0.00	\$0.00	\$2,000.00
6	Plumb for under floor 4r top out	\$20,000.00		\$20,000.00	\$9,500.00	\$0.00	\$0.00	\$10,500.00
7	Plumb Finish and fixtures	\$25,000.00		\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00
8	Elect Service and Panel 4R rough wiring	\$20,000.00		\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
9	Elect finish and fixtures	\$25,000.00		\$25,000.00	\$8,075.00	\$0.00	\$0.00	\$16,925.00
10	Mechanical equip. 4r rough ducting	\$25,000.00		\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00
11	Mechanical finish and fixtures	\$20,000.00		\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
12	Structure:							
13	Rough framing	\$25,000.00		\$25,000.00	\$7,125.00	\$10,000.00	\$9,500.00	\$8,375.00
14	Trusses, roof sheathing	\$25,000.00		\$25,000.00	\$14,250.00	\$10,000.00	\$9,500.00	\$1,250.00
15	Shearwall, siding, and trim	\$25,000.00		\$25,000.00	\$3,562.50	\$5,000.00	\$4,750.00	\$16,687.50
16	Finish, doors, door trim, partitions	\$31,000.00		\$31,000.00	\$0.00	\$0.00	\$0.00	\$31,000.00
17	Doors and hardware (materials)	\$20,000.00		\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
18	Roofing	\$25,000.00		\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00
19	Insulation	\$18,000.00		\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00
20	windows	\$12,000.00		\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
21	Sheetrock materials and Hang	\$12,000.00		\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
22	Sheetrock tape and finish	\$10,000.00		\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
23	Paint: interior	\$14,000.00		\$14,000.00	\$0.00	\$0.00	\$0.00	\$14,000.00
24	Paint: exterior	\$6,000.00		\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00
25	Parking: Demo, set grade	\$15,000.00		\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
26	Parking: Baserock	\$20,000.00		\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
27	Parking: Pave, curbs, paint, and signage	\$55,000.00		\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00
28	Pond construction	\$25,000.00		\$25,000.00	\$3,562.50	\$0.00	\$0.00	\$21,437.50
29	Change order #1: 3 acre conversion		\$1,900.00	\$1,900.00	\$1,805.00	\$0.00	\$0.00	\$95.00
30	Ch. order #2: acre conv. Additional work		\$792.00	\$792.00	\$0.00	\$792.00	\$752.40	\$39.60
31							\$0.00	
32							\$0.00	
33							\$0.00	
34							\$0.00	
35							\$0.00	
Totals		\$598,000.00	\$2,692.00	\$600,692.00	\$133,057.00	\$43,792.00	\$41,602.40	\$426,032.60

Under penalty of perjury the undersigned agrees that the forgoing information is true and correct

Name	Kimberly A. Burfeind	Title	Preparer	Date	May 2 2015
Name	Martin A. Burfeind	Title	Owner	Date	May 2 2015

Kimberly A. Burfeind
Martin A. Burfeind

CHANGE ORDER

May 2 , 2015

Change order No. 2

Plumas Rural Service Building Project

From: Burfeind Construction 1871 Diamond Mt Rd Greenville Ca 95971

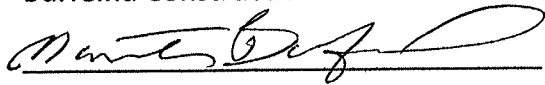
To: Plumas County Community Development Commission Box 319 Quincy Ca 95971

Original contract amount: **\$598,000.00**

Proposed changes:

1. PRS Property conversion Exemption
2. The contract sum prior to this change order was \$599,900.00
3. The contract sum will be increased by this change order in the amount of \$792.00
4. The new contract sum including this change order will be \$600,692.00
5. The contract time will be unchanged.
6. The date of substantial completion as of the date of this change order therefore is:
September 30, 2015
- 7: The following documents if any are included as attachments to this change order in support of the changes and estimates contained herein:

Burfeind Construction



Date May 2 2015

By: Martin A Burfeind, it's Owner

Plumas County Community Development Comm.

Date _____

Justification of Costs
Plumas Rural Service Building and Property

Change order # 2

- Increase in cost due to new drainage design. Licensed Professional forester required to meet Cal fire standards.
- Location address is 711 and 734 East Main St, Quincy Ca.
- Additional billing for more work done at site approx. 12 hours more on April 24, 2015.

PLUMAS COUNTY AUDITOR / CONTROLLER

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



Date: May 13, 2015

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

A handwritten signature in black ink, appearing to be "RMA", written over the printed name of Roberta M. Allen.

Subject: Renewal of Services Agreement between County of Plumas and Susan Scarlett for preparation of the 2015-2016 Plumas County Budget and budget related services.

Recommendation:

Approve renewal of Services Agreement between County of Plumas and Susan Scarlett for preparation of the 2015-2016 Plumas County Budget and budget related services as described in Exhibit A of the attached Services Agreement document. Contract amount is \$30,000, term of contract is one year (July 1, 2015 through June 30, 2016) per Exhibit B of attached Services Agreement.

Background:

The County Budget Act requires that a recommended budget be passed by the Board of Supervisors by June 30th each year, and the Final Budget be passed by October 2nd each year. Susan Scarlett's contract expires June 30, 2015. This contract renewal will allow her to continue with the budget process and prepare the budget for the upcoming fiscal year.

Respectfully submitted,

Roberta Allen
Auditor/Controller

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Office of the Auditor (hereinafter referred to as "County"), and Susan Scarlett, an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty Thousand and No/100 Dollars (\$30,000.00).
3. Term. The term of this agreement shall be from July 1, 2015 through June 30, 2016, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. General liability coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
 - b. Professional liability coverage with a minimum per occurrence limit of two-hundred fifty thousand dollars (\$250,000), with a five hundred thousand dollar (\$500,000) aggregate.
 - c. Automobile liability coverage (including non-owned automobiles), with a minimum bodily injury limit of fifty thousand dollars (\$50,000) per person and one hundred thousand dollars (\$100,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
 - d. Workers Compensation insurance in accordance with California state law.

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

9. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
10. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County.

Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
13. Choice of Law. The laws of the State of California shall govern this agreement.
14. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
15. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
16. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
19. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
 - a. Should Contractor identify a conflict of interest (pursuant to such professional standards as are applicable to Contractor's profession) between work performed for County and work performed for another client, Contractor may terminate this Agreement as of such date necessary to prevent such conflict of interest. Contractor shall endeavor to provide as much advance notice of such termination

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

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

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

County:

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

Contractor:

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

21. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
22. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

CONTRACTOR:

Susan Scarlett, an individual

COUNTY:

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

By: _____

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

APPROVED AS TO FORM:

Plumas County Counsel

By: _____

Stephen L. Mansell

Deputy County Counsel

EXHIBIT A

Scope of Work

Assist staff of the Auditor-Controller's office with preparation of the 2014-15 Plumas County Budget, upon request on an as-needed basis. Such assistance may include, but is not necessarily limited to, preparation of budget elements and review of the work of County staff on the budget. Contractor may also be requested to answer questions regarding the budget at meetings of the Board of Supervisors, to the extent Contractor is available to do so.

EXHIBIT B

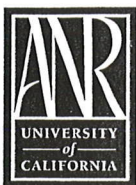
Fee Schedule

Total compensation under this Agreement shall not exceed \$30,000.

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

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

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



UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION

3C

PLUMAS-SIERRA COUNTIES
208 FAIRGROUNDS ROAD
QUINCY, CA 95971

PHONE (530) 283-6262
EMAIL hageorge@ucdavis.edu
FAX (530) 283-4210
TDD (800) 698-4544

8 – May - 2015

To: Honorable Board of Supervisors

From: Holly George, County Director

RE: UC Master Gardener Program Update and Future Plans

In the fall of 2014 the University of California Division of Agriculture and Natural Resources invested seed money to start a Master Gardener Program aimed at helping homeowners and backyard gardeners in Plumas-Sierra counties. Cody Reed was hired as the UC Master Garden Coordinator to recruit volunteers, organize trainings, and coordinate a wide array of educational outreach activities.

We are proud of our accomplishments over such a brief period of time. Working in collaboration with our partners at Feather River College, Plumas Rural Services, Plumas Bank, Plumas-Sierra Ag Department & Plumas-Sierra Community Food Council we have:

- To date 32 local community members participated in 50+ hours of research-based home horticulture training to become certified as UCCE Master Gardener Volunteers. Currently we have volunteers from Quincy, Portola, Greenville, Westwood, Graeagle, Clio, Loyalton and Sierra City.
- Initiated the development of educational gardens in 3 local schools: Downieville, C Roy Carmichael Elementary & Chester Elementary plus a demonstration garden with Quincy Natural Foods
- Plumas-Sierra Master Gardeners have volunteered over 975 hours in service to their communities and directly helped over 1,000 community members since May 2014...
- Hosted and/or presented at 12 gardening workshops throughout the counties.
- Established monthly gardening columns in the Feather River Publishing and Sierra County Booster in addition to a **Helpline** for with gardening problems (MGPlumasSierra@ucanr.edu or 283-6572)
- Developed a website to serve as a centralized resource for locally appropriate gardening information <http://ucanr.edu/sites/mg-plumas-sierra/> & Created a Facebook page with an active online presence www.facebook.com/mgplumassierra
- Staffed regular booths at the Quincy Farmers' Market and Plumas-Sierra County Fair to provide gardening information and answer questions.
- Developed seasonal newsletter with gardening info/tips distributed via email and social media

We are exploring an array of public, and private funding sources to be able to continue this valuable program and possibly expand it to meet the needs of local small scale/beginning market gardeners. We look forward to sharing aspects of our local MG program and discussing ideas and options for the future.

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**PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
Robert A. Perreault, Jr., P.E. *Director of Public Works*

AGENDA REQUEST

for the May 19, 2015 meeting of the Board of Supervisors

May 11, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works



Subject: Regarding the Green Waste Collected at Chester During the Emergency Resolution No. 15-8032, Ratifying the Proclamation of a County-Wide Local Emergency Due to Significant Impacts of the February 2015 Winter Storms that was in effect During the Time Period February 10, 2015 to April 14, 2015.

1. Receive a Report and Recommendation from the Solid Waste Division Staff Pertaining to the Bids that were Received and Opened on May 8, 2015; discussion and possible action.
2. Receive a Report from the Solid Waste Division Staff Options Pertaining to Removal of the Green Waste Collected at Chester; discussion and possible action.

BACKGROUND

The Division staff received and opened two (2) sealed bids for the processing and removal of the Green Waste that had been collected at or near the Chester Public Works site.

The bidders and their bid amounts were as follows:

Dig-It Construction, Inc. \$ 98,366.

Tyrell Resources, Inc. \$134,000.

Preliminary analysis of the bids indicated that the high bid amounts were influenced by the fact that the power provided nearest the project site was unwilling to accept the green waste materials. Upon consideration of the high bid amounts, in light of the existing budget of the Solid Waste Division, it is the conclusion of Public Works staff that the bids should be rejected.

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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




AGENDA REQUEST

For the May 19, 2015 meeting of the Plumas County Board of Supervisors

May 11, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

Subject: Authorization for the Public Works/Road Department to fill the vacancy of one (1) FTE Power Equipment Mechanic II position in the Quincy Road Shop

Background:

One (1) FTE Power Equipment Mechanic II has resigned from the Quincy Road Shop effective May 21, 2015.

The Department is requesting to fill this position.

This position is funded and allocated in the FY14/15 Public Works budget.

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

Recommendation:

The Public Works Department respectfully recommends that the Board of Supervisors authorize to fill the vacancy of one (1) FTE Road Power Equipment Mechanic II in the Quincy Shop.

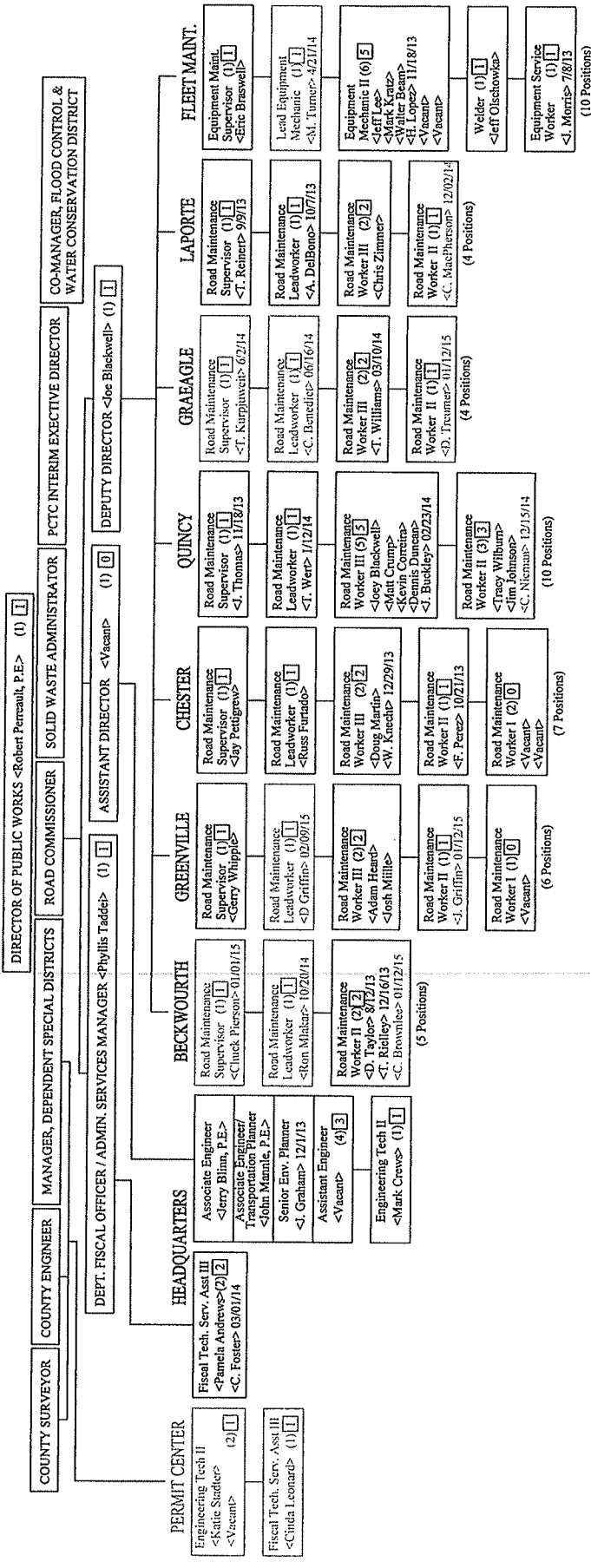
Attachments

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Power Equipment Mechanic II Position Quincy Shop

- Is there a legitimate business, statutory or financial justification to fill the position?
Equipment Mechanics are the workforce for maintaining and repairing County road equipment.
- Why is it critical that this position be filled at this time?
Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal. If the equipment that they use is not serviceable, then they are unable to properly maintain County roads
- How long has the position been vacant?
Less than one week.
- Can the department use other wages until the next budget cycle?
The department’s wage and benefits portion of the 14/15 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
None
- Does the department have a reserve? **Yes** If yes, provide the activity of the department’s reserve account for the last three years?

11/12	\$ 0	12/13	(\$439,699)	13/14	\$ 0
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PERSONNEL SUMMARY

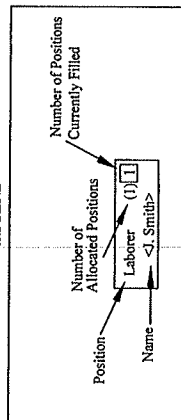
	Total	Road Dept.	Engineering
Allocations:	(60)	(57)	(3)
Currently Filled:	53	51	2

*Note: Total Allocated Positions For Combined Road Maint. Workers I-III:(22)

*****Note: Total Allocated Positions For**

Combined Equipment Mechanics I-II / Welder(7)

LEGEND



Current promotions
or new employees

Robert A. Lawrence
Director of Public Works
Revision Date: May 11, 2015

4

Visit Plumas County

Tourism Improvement District

Proposal

5.10.2015

To: The Board of Supervisors, Plumas County

Re: The Formation of a Tourism Management District

Date: Board Meeting May 19, 2015

Our Vision

The group of lodging providers submitting this information and request to the board has a vision for Plumas County to realize its full potential as a travel destination and as such to improve the quality of life of the people of our county through an improved and sustainable economy.

The Need We See

- Tourism is one of the top 10 industries in the US and the 2nd fastest growing, responsible for 1 out of 9 jobs.
- Tourism and hospitality are 9% of the Global GDP
- Tourism spending in Plumas County has shown a 1% decline since 2008 compared to tourism spending in sister counties which have remained stable or grown 2%
- Current funding for tourism marketing in Plumas County is fragmented and basically a co-op approach where local businesses get together to promote an event, season or simply themselves.
- Effective marketing campaigns target the potential tourist at the time they are beginning to make travel plans, by building familiarity and effecting an experiential connection with an area. Effective marketing requires scale.
- The State of California is increasing the marketing budget in the Shasta-Cascade region \$50 to \$100 million. Our area has no active, comprehensive representation in this marketing effort.

The Opportunities We Have

- *A fulfilled Potential:* In order to realize our potential as a travel destination, we need a comprehensive marketing plan, a stable source of funding to execute the plan, and a committed community of leaders willing to manage the funds and the plan.
- *Funding for a Comprehensive Marketing Plan:* A Tourism Business Investment District in Plumas County with a 3% assessment on lodging guests will could raise approximately \$400,000 each year across 5 years. Funds could be invested in county-wide and regional marketing designed to increase lodging stays.

- *Increased Business & County Tax Revenues:* With a “low” industry estimate based on 86 existing TBIDs in California we could realize as much as 20% ROI across 5 years of investment. Potential results include increased TOT, Sales Tax and even property tax revenues as visitors are turned into home owners.

Summary of District Management Plan (Appendix A)

- *Boundaries:* TMD Area Boundaries are those of Plumas County excluding Portola. Lodging providers outside of Plumas County may participate on a contractual basis.
- *Assessment:* A 3% Assessment on Lodging Guests beginning August 1st (barring contracts entered into prior to August 1)
- *Plan Budget:* County Wide Sales & Marketing 50%, Micro-zone or Regional Marketing 37%, Administration 11%, Contingency Fund 3%, Collection Costs 1%
- *Governance:* 13-15 Board of Directors.
 - 11 Directors must be, or represent, a Plumas County Lodging Provider and are elected by their region. 2-4 “At Large” Directors selected by “sitting” Board may or may not be a County Lodging Provider. Micro-Zone Marketing Committees, selection and oversight by regional Board representative(s)

A 5 Year Business Plan for Visit Plumas County (Appendix B)

Visit Plumas County is the 501c4 which is to be formed to manage TMD funds and execute the District Plan. This 5-Year Plan contains measurable outcomes for delivery of such services as outlined on Page 7 of the DMP, (Appendix A) and focuses on the areas listed below.

- Comprehensive, County-Wide Marketing and Advertising Plan
- Regional or Micro-Zone Marketing
- County-Wide Recreation and Event Support/Promotion
- County-Wide Concierge & Conference Services
- Communication, Public Relations, Community Outreach
- Administration & Funding

Steering Committee and Lodging Support (Appendix C)

Appendix C contains the names the business owners who came together to investigate and promote this potential for Plumas County as well as those who have given their permission to be on a list of lodging providers “in support”.

Next Steps in Forming a TMD

In conclusion, the next steps in forming a Tourism Management District for Plumas County are:

1. The language of the MDP to be cleared through Plumas County Council
2. 51% of Plumas County TOT payers (weighted) sign a petition in support of forming the District
3. Board of Supervisors pass a "Resolution of Intent to Form the TBID"
4. Public Hearings are scheduled, advertised, and held
5. Board of Supervisors passes a "Resolution of Formation"

Request of Board of Supervisors

- We are asking County counsel to work closely with the TMD steering committee and Civitas to get a final draft plan ready to present to the Board of Supervisors and to work with getting contacts of all TOT payers as well as a system in place to determine if and when we meet the required 51 %.
- To see this process through to its potential, the Supporters listed in Appendix C are requesting the Board of Supervisors to consider a loan of \$10,000 to Visit Plumas County to be paid back to the County from initial assessments if TMD passed. (See Management Plan, Page 6, Section V. Budget & Services, para 2)

Appendix B

Visit Plumas County

Five Year Plan August 2015 – 2020

Mission

As the Lodging Providers of Plumas County our mission is to position Plumas County as a premier, year round visitor destination and to increase travel spending in our businesses through results-oriented external marketing, advertising and enhanced tourism resources.

Our commitment is to:

- Work collaboratively and cohesively across the region with businesses, organizations, the County of Plumas, and our gateway partners.
- Seek equitable opportunities for growth and development across the region with all the assessed businesses and other local resources that help us achieve our goals and meet the criteria of the TBID.
- Communicate clearly, honestly and frequently with businesses, organizations, agencies, and gateway partners.

Five Year Plan

I. Market Plumas County

- a. Marketing Plan. Develop a County-Wide Marketing Plan and regional advertising campaign designed to improve the overall competitiveness of the Plumas County area in an effort to generate revenue, tax receipts and employment.
- b. Website. Design or redesign to include: virtual concierge services (see #3), multiple ways for visitors to share their experiences/reviews, SEO management to include tracking and re-marketing to website visitors, build out of social media accounts
 - Measureable Outcome – Increased revenues of lodging providers in Plumas County measured by annual Transient Occupancy Tax Reporting. ROI at 20% by Year 5

II. Regional (Micro-Zone) Marketing

- a. Fund regional marketing, event creation/promotion, and cultural and recreational projects through a quarterly allocation of 37% of TBID funds to the following 4 regions of Plumas County and according to annual TOT collection percentages: Eastern Plumas, Quincy, Indian Valley, and Lake Almanor.
- b. Funds to be managed by regional *committee of choice* accounting to VPC Regional Board Member(s).

- Measureable Outcome – Increased revenues of lodging providers in funded regions measured by annual Transient Occupancy Tax Reporting. ROI at 20% by Year 5

III. County-Wide Recreation and Event Support/Promotion

- a. Promotion of County-wide recreational and cultural opportunities through Event Calendar
 - Measureable Outcome – Annual increases in unique visitation to Calendar and Event pages of web site. Baseline marked at Year 1.
- b. Support of County-wide recreational and event planning through Event Calendar and web based informational services for event planning
 - Measureable Outcome – Regional satisfaction of VPC support reported annually to VPC Board.

IV. County-Wide Concierge & Conference Services

- a. Provide Virtual concierge services and referral tracking for lodging providers to enhance new and repeat visitation to county lodging.
 - Measurable Outcome – increased number of annual web and phone referrals to lodging providers. Baseline marked at Year 1.
- b. Target, market to, and attract small conference and convention opportunities to County Lodging and Conference facilities
 - Measurable Outcome – increased annual referrals for conference/convention opportunities to county providers. Baseline marked at Year 1.

V. Communication, Public Relations, Community Outreach

- a. Engage educational, collaborative, cooperative efforts with associated local, regional and national organizations, agencies and businesses related to travel and tourism
- b. Promote, educate and support county businesses and community on County brand and use of VPC services.
 - Measureable Outcome – TBD

VI. Administration & Funding

- a. Board 5-Year focus on maintaining administrative tasks
- b. Board 5-Year focus on plan for VPC Long-Term Sustainability.
- c. Create Plan to obtain additional co-op funding with related tourism and travel businesses.
 - Measureable Outcome – Renewal of TBID at 5-Year term.

Appendix C

Support

Steering Committee

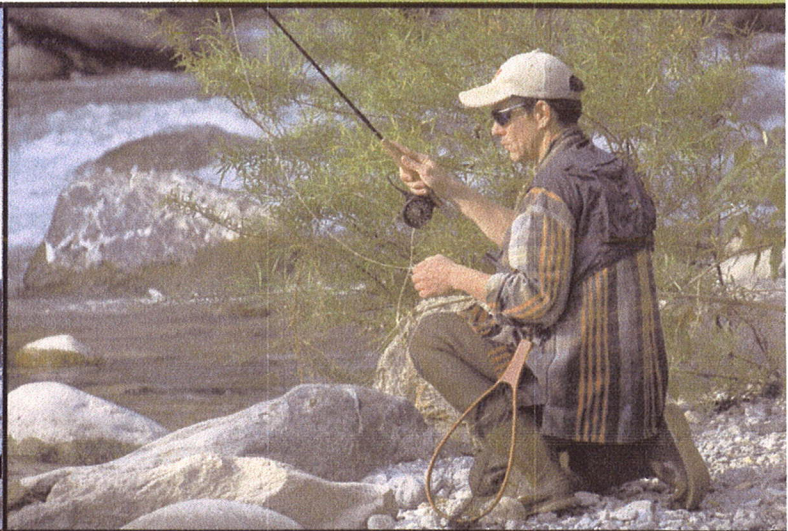
The group of lodging providers and business owners who came together to investigate and promote this potential for Plumas County includes the following business owners or their representatives:

- Bob Hickman, Chalet View Lodge
- Ghulam Fareed (Janice Robinson), Best Western Rose Quartz, Chester Manor, Gold Pan Lodge
- Tracey Wixted, The Ranchito Motel
- Valerie Nellor, Ada's Place
- Ceci Reynolds, Private Vacation Rentals
- Kevin Gage – Twenty Mile House
- Trish and Ralph Wilburn – Greenhorn Creek Guest Ranch
- Wendy Yates – Sierra Sky Lodge
- Barb Newman - Quincy Courtyard Suites
- Tim O'Brien (Susan Bryner), Coldwell Banker Property Management
- Sugie Barker, John Barker, Elwell Lakes Lodge, Gold Lake Lodge
- Sharon Roberts, St. Bernard Lodge (To be a private contractor to proposed TMD)

Active Supporters of a TMD in Plumas County (in addition to the above):

- Debbie Reynolds, Quail Lodge
- Wendi Durkin, Lake Almanor Rental Properties
- Kevin Hughes, Bailey Creek Cottages
- Filip Laboda, Bidwell House Bed & Breakfast
- Dennis Mason, Almanor Properties
- Glen Geer, Plumas Pines Resort
- Kim Carson, Kokanee Lodge & Carson Chalets

2015-2020



Plumas County Tourism Marketing District Management District Plan

May 5, 2015

*Prepared pursuant to the Property and Business Improvement District
Law of 1994, Streets and Highways Code section 36600 et seq.*

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Prepared by
Civitas



(800)999-7781
www.civitasadvisors.com

I. OVERVIEW

Developed by Visit Plumas County (VPC), the Plumas County Tourism Marketing District (PCTMD) is an assessment district proposed to provide specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses.

Location: The proposed PCTMD includes all lodging businesses located within the boundaries of the unincorporated portion of Plumas County as shown on the map in section IV.

Services: The PCTMD is designed to provide specific benefits directly to payors by increasing room night sales. Marketing and sales promotions will increase overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing room night sales.

Budget: The total PCTMD annual budget for the initial year of its five (5) year operation is anticipated to be approximately \$471,000. This budget is expected to fluctuate as room sales do, but is not expected to significantly change over the PCTMD's term.

Cost: The annual assessment rate is three percent (3%) of gross short-term (stays less than 31 days) room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days, on stays by any officer or employee of a foreign government, which officer or employee is exempt by reason of express provisions of Federal law or international treaty. Assessments pursuant to the PCTMD shall not include room rental revenue resulting from stays pursuant to contracts executed prior to August 1, 2015.

Collection: Plumas County will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each lodging business located within their respective jurisdictions within the boundaries of the PCTMD. The County shall take all reasonable efforts to collect the assessments from each lodging business.

Duration: The proposed PCTMD will have a five (5)-year life, beginning August 1, 2015 through July 31, 2020. Once per year beginning on the anniversary of district formation there is a 30-day period in which owners paying more than fifty percent (50%) of the assessment may protest and initiate a Board of Supervisors hearing on district termination.

Management: Visit Plumas County (VPC) will serve as the PCTMD's Owners' Association. VPC is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the Board of Supervisors.

II. IMPETUS

There are several reasons why now is the right time to form a TMD in Plumas County; the most compelling reasons are as follows:

1. The Need to Increase Occupancy

The formation of the PCTMD is a proactive effort to provide supplemental funding beyond that provided by the County. The funding will ensure that adequate financing exists for the investment required to increase occupancy in the lodging industry and be competitive in the conference segment of the tourism market. The investment will cover an expanded marketing and promotional budget needed to reach this market segment.

2. An Opportunity for Increasing County Tax Revenues

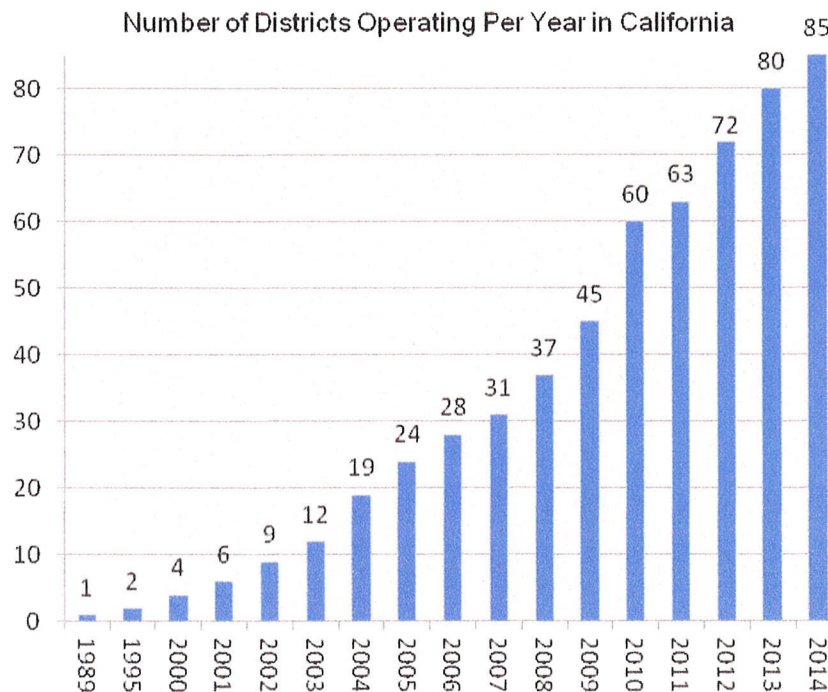
As occupancy rates increase, so too will the County's TOT revenue. With stable public/private funding for tourism marketing efforts, annual occupancy rates should increase significantly as new marketing and sales promotion programs are implemented. Greater occupancy will also produce an increase in sales tax revenues from tourist spending. This represents a substantial return to the County. The formation of the PCTMD in partnership with the VPC creates a stable funding source tied directly to tourism promotion.

3. Stable Funding for Tourism Promotion

The PCTMD will provide a stable source of funding for consistent tourism promotion efforts. The PCTMD will provide funding for tourism promotion free of the political and economic circumstances that can reduce or eliminate government funding for tourism promotion.

III. BACKGROUND

TMDs are an evolution of the traditional Business Improvement District. The first TMD was formed in West Hollywood, California in 1989. Since then, over eighty California destinations have followed suit. In recent years, other states have begun adopting the California model – Washington, Montana, and Texas have adopted TMD laws. Several other states are in the process of adopting their own legislation. And, some cities, like Portland, Oregon, have utilized their charter powers to create TMDs without a state law.



Lodging business owners within the TMD pay an assessment and those funds are used to provide services that increase room night sales.

In California, TMDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TMDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TMD:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

California's TMDs collectively raise over \$150 million for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Plumas County lodging businesses invest in stable, lodging-specific marketing programs.

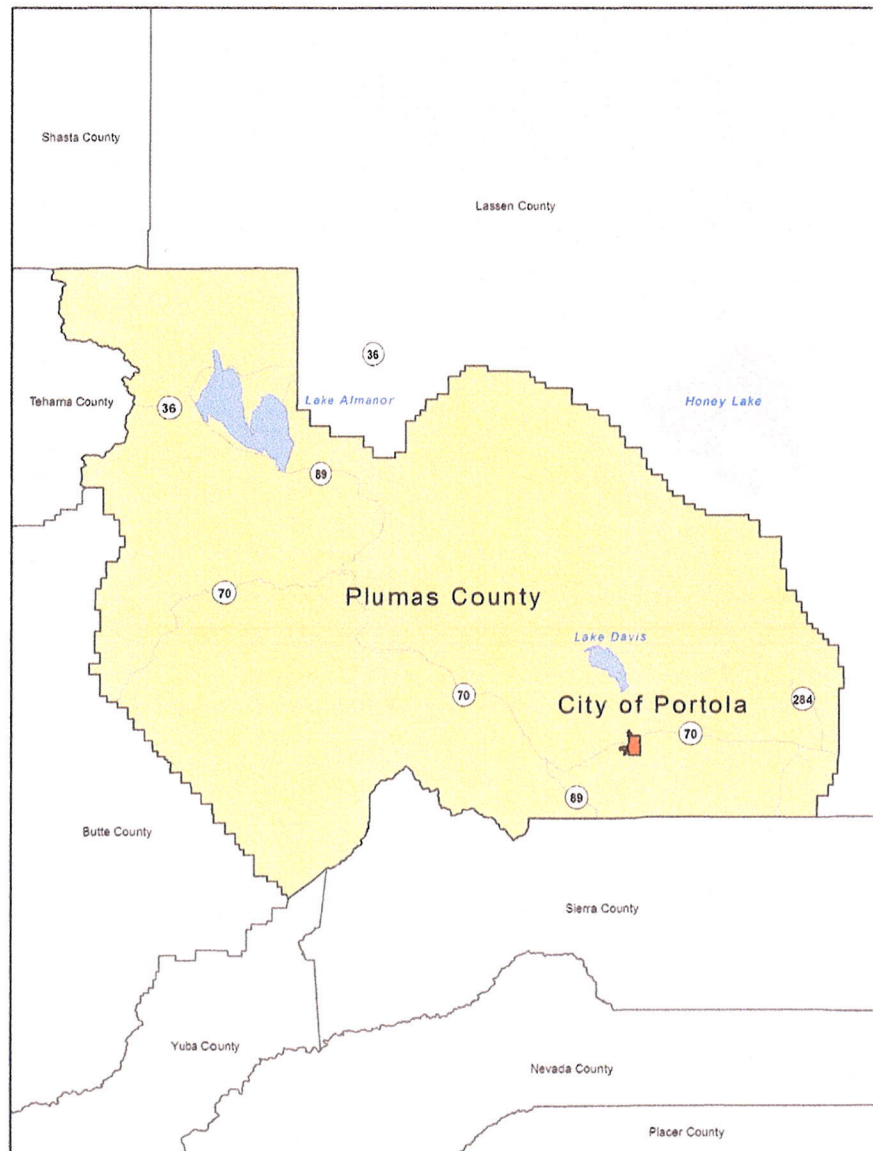
TMDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TMDs allow lodging business owners to organize their efforts to increase room night sales.

IV. BOUNDARY

The PCTMD will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the unincorporated portion of Plumas County.

Lodging business means: any building, portion of a building, reserved outdoor space, or other premises rented for use by transients for overnight lodging, and shall refer to the following premises, among others but not exclusively: motel, hotel, inn, tourist home, bed and breakfast, rooming house, apartment house, mobile home park, recreational vehicle park, campground, or parking area.

The boundary, as shown in the map below, currently includes one hundred sixteen (116) lodging businesses. A complete listing of lodging businesses within the proposed PCTMD can be found in Appendix 2.



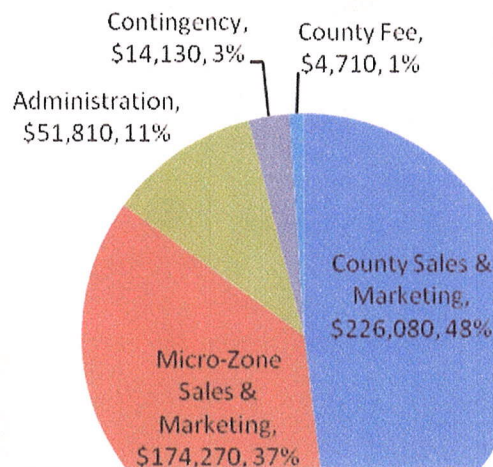
V. BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the County of conferring the benefits or granting the privileges. The privileges and services provided with the PCTMD funds are sales and marketing programs available only to assessed businesses.

A service plan budget has been developed to deliver services that benefit businesses throughout the District. A detailed annual budget will be developed and approved by VPC. The graph below illustrates the initial annual budget allocations. The total initial budget is \$471,000.

Proposed Initial Annual Budget - \$471,000



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the County and the VPC board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the PCTMD, any and all assessment funds may be used for the costs of defending the PCTMD. In the first three years of operation, the costs of creating the PCTMD may be repaid, in an amount not to exceed \$50,000, by deducting repayment funds proportionally from each budget category.

Each budget category includes all costs related to providing that service, in accordance with Generally Accepted Accounting Procedures (GAAP). For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget

categories, as appropriate in accordance with GAAP. The staffing levels necessary to provide the services below will be determined by the VPC board on an as- needed basis.

Plumas County Sales and Marketing

The Plumas County sales and marketing program will promote assessed businesses as tourist, meeting, and event destinations. The County sales and marketing program will have a central theme of promoting Plumas County as a desirable place for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed businesses, and may include the following activities:

- Branding Plumas County;
- Developing a Market Plan in the first year of operation;
- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed businesses;
- Print ads in magazines and newspapers targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Television ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Attendance of trade shows to promote assessed businesses;
- Sales blitzes for assessed businesses;
- Familiarization tours of assessed businesses;
- Preparation and production of collateral promotional materials such as brochures, flyers and maps featuring assessed businesses;
- Attendance of professional industry conferences and affiliation events to promote assessed businesses;
- Lead generation activities designed to attract tourists and group events to assessed businesses;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed businesses;
- Education of hospitality staff on service and safety (related to alcohol and food) designed to create a visitor experience that will bring repeat visits to assessed businesses; and
- Education of lodging business management and VPC on marketing strategies best suited to meet assessed business's needs.

Micro-Zone Marketing

The Micro-Zone Marketing program will focus on local tourism promotions. Each micro-zone will have funds set aside for local tourism promotions. The percentage of the Micro-Zone Marketing budget allocated to each micro-zone will be equal to the percentage that micro-zone contributes to the overall PCTMD budget. For example: If one micro-zone's total assessment equals ten percent (10%) of the overall PCTMD budget, that micro-zone would be allocated ten percent (10%) of the Micro-Zone Marketing budget—\$17,427 (based on the initial year's estimated total budget). If a micro-zone needs additional funds it may request additional funds from Visit Plumas County, to be taken from the County Sales and Marketing portion of the PCTMD budget.

Any funds that are not used in a calendar year can be reserved for the next calendar year with an explanation of retention from the micro-zone's VPC Director to the VPC Board. If a micro-zone has unused funds from the current year's allocation and cannot submit plans for use of the funds in the subsequent calendar year, those funds will be returned to the Micro-Zone Marketing Fund for distribution among all micro-zones, by percentage, in the next calendar year.

The micro-zone marketing program will have a central theme of promoting each micro-zone as a desirable place for overnight visits. VPC Directors from each micro-zone will make decisions regarding use of funds dedicated to that micro-zone. The programs will have the goal of increasing overnight visitation and room night sales at assessed businesses, and may include the same or similar activities as Plumas County Sales and Marketing programs, listed above.

The micro-zones in the PCTMD are:

- Lake Almanor/Chester;
- Eastern Plumas;
- Quincy; and
- Indian Valley.

Administration and Operations

The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees.

Collection Fee

Plumas County shall be paid a fee equal to one percent (1%) of the amount of assessment collected to cover its costs of collection and administration. The fee paid to the County to cover its cost of collection and administration shall not exceed \$10,000 per year.

Contingency/Renewal

A prudent portion of the budget will be allocated to a contingency fund, to account for lower than anticipated collections. If there are contingency funds collected and near the expiration of the district there are contingency funds remaining, and business owners wish to renew the district, the contingency funds may be used for renewal costs.

B. Annual Budget

The total five (5) year improvement and service plan budget is projected at approximately \$471,000 annually, or \$2,355,000 through 2020. This amount may fluctuate as sales and revenue increase at assessed businesses, but is not expected to change significantly over the term.

C. California Constitutional Compliance

The PCTMD assessment is not a property-based assessment subject to the requirements of Proposition 218. The Court has found, "Proposition 218 limited the term 'assessments' to levies on real property."¹ Rather, the PCTMD assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the PCTMD, a "specific benefit" and a "specific

¹ *Jarvis v. the City of San Diego* 72 Cal App. 4th 230

government service.” Both require that the costs of benefits or services do not exceed the reasonable costs to the County of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, “a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.”² The services in this Management District Plan are designed to provide targeted benefits directly to assessed lodging businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific lodging businesses within the District. The activities described in this Plan are specifically targeted to increase room night sales for assessed lodging businesses within the boundaries of the District, and are narrowly tailored. PCTMD funds will be used exclusively to provide the specific benefit of increased room night sales directly to the assesseees. For example, assessment funds shall not be used to feature non-assessed lodging businesses in PCTMD programs. Further assessment funds shall not be used to generate sales leads for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses.

The assessment imposed by this district is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in room night sales. The specific benefit of an increase in room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with marketing and sales programs promoting lodging businesses paying the district assessment. The marketing and sales programs will be designed to increase room night sales at each assessed lodging businesses. Because they are necessary to provide the marketing and sales programs that specifically benefit the assessed lodging businesses, the administration, collection and contingency services also provide the specific benefit of increased room night sales to the assessed lodging businesses.

Although the District, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, “A specific benefit is not excluded from classification as a ‘specific benefit’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor.”³

2. Specific Government Service

The assessment may also be utilized to provide, “a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.”⁴ The legislature has recognized that marketing and promotions services like those to be provided by the PCTMD are government services within the meaning of Proposition 26. Further, the legislature has determined that “a specific government service is not excluded from classification as a ‘specific government

² Cal. Const. art XIII C § 1(e)(1)

³ Government Code section 53758(a)

⁴ Cal. Const. art XIII C § 1(e)(2)

service' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."⁵

3. Reasonable Cost

District services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by VPC, and reports submitted on an annual basis to the County. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from district-funded activities, be featured in advertising campaigns, and benefit from other district-funded services. Non-assessed lodging businesses will not receive these, nor any other, district-funded services and benefits.

The District-funded programs are all targeted directly at and feature only assessed businesses. It is, however, possible that there will be a spill over benefit to non-assessed businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-District funds. PCTMD funds shall only be spent to benefit the assessed businesses, and shall not be spent on that portion of any program which generates incidental room nights for non-assessed businesses.

D. Assessment

The annual assessment rate is three percent (3%) of gross short term (stays less than 31 days) room rental revenue. Any person or group actually occupying a lodging shall be deemed a transient until the period of thirty (30) days has expired, unless there is an agreement in writing between the operator and the occupant that provides for a period of occupancy longer than thirty (30) days. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days, on stays by any officer or employee of a foreign government, which officer or employee is exempt by reason of express provisions of Federal law or international treaty. Assessments pursuant to the PCTMD shall not include room rental revenue resulting from stays pursuant to contracts executed prior to August 1, 2015.

The term "gross room rental revenue" as used herein means: the fee, charge, or other valuable consideration received by a lodging business operator as gross proceeds paid by a transient for lodging; also, "gross room rental revenue" shall refer to such receipts in the form of money or in-kind goods and services prior to any deduction for any reason whatsoever. Gross room rental revenue shall not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. The assessment shall be disclosed as the "PCTMD Assessment." The assessment shall not be considered revenue for any purposes, including calculation of transient occupancy taxes.

Bonds shall not be issued.

⁵ Government Code section 53758(b)

E. Penalties and Interest

1. Any lodging business which shall fail to remit any assessment imposed within the time required shall pay a penalty in the amount of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. Any lodging business which shall fail to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty in the amount of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment and the ten percent (10%) penalty first imposed.
3. If the County determines that the nonpayment of any remittance due is due to fraud, a penalty in the amount of twenty-five percent (25%) of the amount of the assessment shall be added thereto, in addition to the penalties set forth in subsections 1 and 2 of this section.
4. In addition to the penalties imposed, any lodging business which shall fail to remit any assessment imposed shall pay interest at the rate of one percent (1%) per month, on the amount of the assessment, exclusive of penalties, attaching on the first day of the month in which the assessment became delinquent and on the first day of each month thereafter to the time of payment. If the last day of a month falls on a Saturday, Sunday, or legal holiday, the additional one percent (1%) shall attach after 5:00 PM on the next business day.
5. Every penalty imposed, and such interest as accrues, shall become part of the assessment required to be paid.

F. Time and Manner for Collecting Assessments

The PCTMD assessment will be implemented beginning August 1, 2015 and will continue for five (5) years through July 31, 2020. The County will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each lodging business located in their respective jurisdictions within the boundaries of the PCTMD. The County shall take all reasonable efforts to collect the assessments from each lodging business. The County shall forward the assessments collected to VPC.

VI. GOVERNANCE

A. Owners' Association

The Board of Supervisors, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the PCTMD as defined in Streets and Highways Code §36614.5. The Board of Supervisors has determined that Visit Plumas County will serve as the Owners' Association for the PCTMD.

B. Owners' Association Board of Directors Makeup

The Board of Directors of VPC will be comprised of fifteen (15) Directors. The makeup of the Board shall be as follows:

Number	Director Criteria
4	Represent an assessed business from Lake Almanor/Chester
4	Represent an assessed business from Eastern Plumas
2	Represent an assessed business from Quincy
1	Represent an assessed business from Indian Valley
1	Representative at large from Lake Almanor/Chester
1	Representative at large from Eastern Plumas
1	Representative at large from Quincy
1	Representative at large from Indian Valley

The four representatives at large listed above, do not have to be representative of a lodging business paying the PCTMD assessment, but rather can be from the community at large. These representatives at large shall be elected by the remaining eleven (11) members of the Board of Directors.

C. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the VPC board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. VPC is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, VPC shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

D. Annual Report

The VPC shall present an annual report at the end of each year of operation to the Board of Supervisors pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.

- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

APPENDIX 1 – LAW

STREETS AND HIGHWAYS CODE

Division 18. Parking

Part 7. Property and Business Improvement District Law of 1994

Cal Sts & Hy Code Div. 18, Pt. 7 Note (2015)

*** This document is current through the 2015 Supplement ***
(All 2014 legislation)

36600. Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

36601. Legislative findings and declarations

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or businesses in a business district are not taxes for the general benefit of a city, even if property or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed businesses and real property located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. “Business”

“Business” means all types of businesses and includes financial institutions and professions.

36608. “City”

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. “City council”

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. “Clerk”

“Clerk” means the clerk of the legislative body.

36609.5. “General benefit”

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

36610. “Improvement”

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the area.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

36611. “Management district plan”; “Plan”

“Management district plan” or “plan” means a proposal as defined in Section 36622.

36612. “Owners’ Association”

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and

with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

36614. “Property”

“Property” means real property situated within a district.

36614.5. “Property and business improvement district”; “District”

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

36614.6. “Property-based assessment”

“Property-based assessment” means any assessment made pursuant to this part upon real property.

36614.7. “Property-based district”

“Property-based district” means any district in which a city levies a property-based assessment.

36615. “Property owner”; “Business owner”; “Owner”

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. “Special benefit”

“Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

36616. “Tenant”

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

36617. Alternative method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

- (1) A map showing the boundaries of the district.
- (2) Information specifying where the complete management district plan can be obtained.
- (3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

- (e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
- (f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.
- (g) The time and manner of collecting the assessments.
- (h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
- (i) The proposed time for implementation and completion of the management district plan.
- (j) Any proposed rules and regulations to be applicable to the district.
- (k) (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
- (2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.
- (l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.
- (m) In a property-based district, the total amount of general benefits, if any.
- (n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.
- (o) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

- (a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
- (b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the

proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36626. Resolution establishing district

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes

that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in Section 36625.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk of the city shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

36631. Time and manner of collection of assessment; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

- (a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
- (b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for

purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention; Modification of improvements and activities by adoption of resolution after public hearing

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.

(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assesses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the area who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES

Plumas County
Juvenile Justice/Delinquency Prevention Commission

Plumas County Youth Services

COUNTY DEPARTMENTS:

Alcohol and Drug Services - Treatment and prevention services offered throughout Plumas County.

1. Friday Night Live and Club Live - Peer driven prevention based on a youth development framework. Motivated by youth-adult partnerships that enhance and improve local communities. Community service, social action activities, participation in advocacy for safe and healthy environments and promotion of healthy policies are organized by youth to appeal to youth. This program is currently in place at Quincy Jr./Sr. High School, Portola Jr./Sr. High School and Greenville Jr./Sr. High School and serves around 40 young people in Plumas County.
2. Brief Intervention for Substance Using Adolescents – Individual prevention services for youth who have been suspended for alcohol and other drug related offenses or who have been referred by a school employee or themselves. During brief intervention sessions, the youth will gain skills and resources to assist in coping with life's pressures during critical stages, which have the potential to otherwise lead to negative choices. Available at Chester Jr./Sr. High School, Quincy Jr./Sr. High School, Portola Jr./Sr. High School and Greenville Jr./Sr. High School. Eight Plumas County youth have completed this program.
3. Alcohol and Other Drug Education- Discuss alcohol and other drug use/abuse and possible negative consequences associated with use. Meet a minimum of once a month at Jim Beckwourth High School and Plumas County Community School. About 15 students attend both schools combined.
4. Outpatient Treatment Services for Targeted Youth – Since 2012 we have offered substance abuse treatment to 14 adolescents. We currently have one in treatment with an AODS counselor. The youngest teen was 12.

Juvenile Probation Services

1. Boys Council/Girls Circle – prosocial/esteem building activities for approximately 175 junior high school students. All four Plumas Jr./Sr. HS campuses are served.
2. Community Service Work – Youth complete service work at an approved non-profit organization within their community. Amount of hours dependent upon severity of referral but typically ranges from 15-100 hours. Currently includes approximately twelve youth ages 15-17, but serves youth ages 12-18. Youth have performed over 200 hours of CSW within the last six months.
3. Probation Supervision - Typical conditions of probation include, but are not limited to: drug testing, curfew, restitution, search, satisfactory school performance, counseling, community service work, letter of apology, essay, and compliance with service referrals. The minor's level of supervision is determined following an interview with a probation officer and, at times, a risk assessment OR in Court via consultation with the District Attorney, Defense Attorney and the Judge. Various factors, including the severity of the crime, past criminal history, age, treatment needs, etc. are taken into consideration. Occasionally, a psychological evaluation is utilized to help determine the services and level of supervision applied to a case.
 - a. Intake interviews – Interview and assess youth who commit minor violations.
 - b. Informal Probation – Typically six months of supervision with or without court involvement.

- c. Deferred Entry of Judgment – 1-3 years of probation supervision.
- d. Six Months Court Probation - Maximum of six months supervised probation.
- e. Wardship – Formal court probation up to age 21. Court may remove Ward from the home.
- 4. Placement - Eleven probation youth were in placement outside of the home in 2014. The average age of these youth was 17. Eight of these youth were already in placement prior to 2014, while three additional youth were placed in 2014.
 - a. Emergency Foster Care – Short term placement. Typically implemented when safety of youth or others is a concern, but a serious crime has not occurred.
 - b. Foster Care (including group home) Placement - Typically a minimum of 6 months in a level 10 residential group home.
 - c. Extended Foster Care – Youth over the age of 18 are allowed to remain in foster care with various supports and placement options.
- 5. Intensive Home Supervision – House arrest with a specific set of rules and requirements.
- 6. Electronic Monitoring – House arrest with use of an ankle monitor to ensure the minor remains in the home.
- 7. Juvenile Hall Confinement – Primarily utilized as a short-term solution; however, court can order Minor to serve a longer term commitment.
- 8. Service Referrals – Often mandated by the court, but can include informal agreement with Probation Department without court intervention.

Mental Health – Mountain Visions Wilderness Therapy Program - Serves youth from 11-17 years old, up to 15 at a time. Frequently have transitional age youth (18-22) come back and help leaders and staff. Winter activities include snowboarding, snow shoeing, hiking, snow camping and backpacking. Summer activities include an overnight backpack, a 3-day rock climb, and a 12-day backpack. The therapeutic program model for Mountain Visions is based on a foundation of Solution Focused (SF) treatment principles. The efficacy of SF treatment principles have been widely researched and are recognized by a number of major universities. All participants are debriefed after each activity to determine whether or not they are progressing, regressing or are stable, and treatment plans are adjusted accordingly.

Social Services

- 1. Child Welfare Services – intervention and protective services for children threatened with abuse or neglect. Child Protective Services averages 15 investigations per month.
- 2. Foster Care Services – for children who cannot safely remain in their own homes, or placed by Juvenile Probation. Foster Care placements can range in type, from a low level family foster home in the community, to a more structured institution with on-site counseling and an educational program (commonly called Group Homes). 83 children were in the system as of the end of March, 2015.

PLUMAS UNIFIED SCHOOL DISTRICT

Secondary Alternative Education Programs - serves students from all of Plumas County.

- 1. Plumas County Community School – 6 students (2013-14), 9 students (2014-15). Maximum capacity is 9.
- 2. Jim Beckwourth Continuation High School – 17 students (2013-14), 11 students (2014-15) Maximum capacity is 17.

NON-PROFIT ORGANIZATIONS

First Five - health services, early childhood development services, and early intervention for at-risk families with children 0-5 years old. Geographic breakdown of clients served in 2014: 30% were from Greenville, 27% Portola, 24% Quincy, 9% Chester, 3% Taylorsville, 2% Crescent Mills, and 2% Cromberg.

1. Home Visitation Program – in 2014 served 67 clients, 61 children
57% of children were 0-2, 43% were 3-5 years old

Involves several agencies:

- a. Family First (Plumas County Public Health)
 - b. Early Intervention Project (Plumas Unified School District)
 - c. Roundhouse Council
 - d. Early Childhood Development Specialist
 - e. Behavioral/Mental Health Services (Plumas Rural Services)
2. Behavioral/Mental Health Services – began in December, 2015, 3 clients served

Results of program for 2014:

1. 88% engagement
2. Access to health and dental care improved
3. Family literacy practices improved
4. Child development and knowledge of parenting improved for 70% of clients.
5. Concrete support improved or remained high for 70% of clients.
6. Social emotional support improved or remained high for 55% of clients.

Housing Programs

1. Independent Living Program – to assist youth placed in foster care ages 16 to 18, but peripheral services can be continued to age 24. ILP offers life skills education and general guidance with transitional issues.

2. Environmental Alternatives Transitional Housing Program (THP) – pays foster youth for housing if they choose to opt into the program and satisfy certain conditions.
23 youth in Plumas County were served by these programs in 2014. Agency-wide the THP program served 494 clients in 2014, most residing in Sacramento and Stockton, all 18-21 years old. Results are soft and hard skills learned by classes, advice, peer counseling, guidance, and general life-coaching which do not necessarily lend themselves to quantifiable measurability.

Youth Summits

1. Youth Education Summit (Y.E.S.) Headed by ILP for foster youth. This coming September event will be the 6th annual, and the second year in collaboration with Lassen County. 100 youth participated in 2014, and this year's event has a capacity of 120.
2. Indian Valley Youth Summit

Plumas Crisis Intervention and Resource Center Services (PCIRC) – PCIRC is a State designated Rape Crisis Center; oversees Court Appointed Special Advocates (CASA), Independent Living Program (ILP and ILPX) for Transitioning Foster Youth and Community Suppers; and has offices in Greenville, Portola, Quincy, and Loyalton. PCIRC offers:

1. Utilities assistance
2. Housing/shelter assistance
3. Food vouchers
4. Clothing vouchers
5. Transportation assistance

6. Free computer lab, telephone, copy, fax
7. Court Appointed Special Advocates (CASA) – 36 children served in 2014
8. Rape Crisis Center
 - a. 24/7 Free and Confidential Crisis Call Line – 1040 calls in 2014
 - b. SHIFT Program targets youth age 13-15 to discuss healthy sexuality – 197 served in 2014
 - c. Rape Prevention and Education (RPE), also included Bystander Intervention, for youth age 17-24 to discuss primary prevention of sexual assault – 791 served in 2014
 - d. Children's Choice – for youth in grades 3 – 8 teaching about safe touch, boundaries, how to speak up for oneself – 180 served in 2013-2014 school year
 - e. Family Advocacy – 28 in 2014
 - f. Sexual Assault Response Team (SART) – 1 call-out for youth in 2014 (24 and younger)
 - g. Sexual Assault Awareness Month Activities (April) – 51 in 2014
 - h. Take Back the Night Activities (October) – 12 in 2014
9. Counseling services – 360 total for 2014, 3 youth referred to CHAT

Plumas Rural Services

1. Child Abuse Treatment Program (CHAT) - provides therapeutic counseling and advocacy to child/teen victims of abuse or neglect and non-offending family members. Child Abuse Treatment is a highly collaborative effort, working together with local and county agencies to aid victims of abuse and their families in their recovery, and to ensure a better quality of life and health. CHAT served 52 clients in 2014, 28 of whom were teenagers.
2. **Respond to Youth** - Counseling for youth 13-24 years old who are victims of sexual assault, domestic violence, dating violence or stalking. This program served 30 young people in the last six-month reporting period. ****This program ended April 30, 2015 due to lack of funding.**

FEATHER RIVER COLLEGE

1. **Trio Educational Talent Search Program (ETS)** - ETS is a federally funded Department of Education program to enhance educational opportunities for students in grades 6 through 12. ETS provides academic, career, and financial counseling to its participants and encourages them to graduate from high school and continue with their education. Approximately 600 middle and high school students are served each year through ETS. In addition to students from the Plumas Unified School District, 8th – 12th graders in Westwood, and 7th – 12th graders in Loyalton are served.

Objectives: 87% of non-senior participants served will continue in school for the next academic year at the next grade level. 85% of seniors will graduate with a regular secondary school diploma within the standard number of years. 45% of all ETS seniors will complete a rigorous secondary school program of study and will graduate within the standard number of years. 65% of all ETS graduates will enroll in an institution of higher education the fall directly after high school graduation. 30% of ETS graduates who enrolled in an institution of higher education the fall immediately following high school graduation will complete a program of post-secondary education within six years following graduation from high school.

2. **Upward Bound** – college preparation program. 56 PUSD High School students are served that have a desire to pursue a degree after high school; 2/3 of participants are from families where neither parent has a Bachelor's Degree (potential first generation college student) AND their family income meets federal guidelines (low-income); 1/3 of participants are either low income OR potential first generation college students; Foster and homeless youth automatically qualify.

Services: Weekly lunch meetings at each high school and a once a month Saturday Academy where advice and assistance in secondary and postsecondary course selection is provided; Assistance in preparing for college entrance examinations and completing college admission apps; Information on student financial aid; assistance in entry into postsecondary education; guidance in career options; Weekly academic tutoring at the High Schools; Intensive 6-week summer program; Leadership development activities.

Objectives: At least 85% of participants served will have a cumulative GPA of 2.5 or better; 60% of UB seniors served will have scored proficient on standardized tests in reading/language arts & math by the time they graduate high school; 90% of participants served will continue in school for the next academic year at the next grade level or graduate with a regular secondary school diploma; 55% of all UB graduates will have completed their A-G (college prep) courses by the time they graduate; 60% of all UB graduates will enroll at an accredited college the fall directly after high school graduation; 50% of UB graduates who enrolled in college the fall immediately following high school graduation will attain either an associate's or bachelor's degree within six years following graduation from high school.