



## BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF JUNE 02, 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](http://www.countyofplumas.com)

### AGENDA

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

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

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

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

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



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

## **STANDING ORDERS**

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

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

#### **A) AGRICULTURE**

Adopt **PROCLAMATION** Designating June 6 through June 14, 2015 as *California Invasive Species Action Week*

#### **B) CLERK OF THE BOARD**

Approve Board minutes for May 2015

#### **C) MENTAL HEALTH**

Approve payment of prior year expenses of \$1,136.80 to Willow Glen Care Center for inpatient mental health services

#### **D) SHERIFF**

- 1) Approve and authorize the Chair to sign agreement with A&P Helicopters, Inc. of \$50,000; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign agreement with P.J. Helicopters, Inc. of \$50,000; approved as to form by County Counsel

#### **E) OFFICE OF EMERGENCY SERVICES**

- 1) Approve continuation of Local Emergency due to drought
- 2) Approve and authorize the Chair to sign Agreement for fire prevention services between County of Plumas and Susan McCourt; approved as to form by County Counsel

#### **F) BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign Memorandum of Understanding between the Plumas Superior Court and the County of Plumas for FY 2015-2016; approved as to form by County Counsel

## **2. BOARD OF SUPERVISORS**

- A. **10:15 PUBLIC HEARING:** Pursuant to Ordinance No. 15-1096 regarding "Outdoor Festivals", consider application received from Paul Plescov for outdoor music festival "Stilldream" to be held July 31<sup>st</sup> through August 3<sup>rd</sup>, 2015 in Belden Town; discussion and possible action
- B. Report and update regarding "Fire and Emergency Medical Radio Communications"; discussion, possible action and/or direction to staff
- C. Response to 2014-2015 Plumas County Grand Jury report(s); discussion and possible action
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

## **3. CALIFORNIA DEPARTMENT OF FISH & WILDLIFE**

Report and update on the status of the Gold Lake Sierra Nevada Yellow-legged Frog Restoration Project; discussion and possible action

## **4. PLUMAS COUNTY COORDINATING COUNCIL** – Robert Perreault

- A. Discussion and possible action regarding attendance by Forest Service officials at Plumas County Coordinating Council meetings
- B. Discussion and possible action regarding Board of Supervisors letter dated December 16, 2014 to the U.S. Forest Service regarding "Five-Forest Over-Snow Vehicle Open Houses"; and, amendment to the Travel management Rule, Subpart "C"

## **5. DEPARTMENTAL MATTERS**

### A) **COUNTY COUNSEL** – Craig Settemire

Approve budget transfer of \$5,267 from salaries and benefits (Department 20080) to Group Insurance (Department 20080) to cover costs for the remainder of FY 14-15; discussion and possible action

### B) **SOCIAL SERVICES** – Elliott Smart

Approve supplemental budget transfer of \$10,000 for Approved Relative Caregiver Assistance (ARC) Program; discussion and possible action

### C) **SHERIFF** – Greg Hagwood

- 1) Appropriate \$6,000 from Criminal Justice Construction Fund Contingencies (20293/528400); and authorize the Sheriff to purchase battery backup unit for security system at the Correctional Facility (Jail); **four/fifths required roll call vote**
- 2) Approve budget transfer of \$1,387 for the 2013 Homeland Security Grant (Department 70344) to allow for expenditures as per grant award agreement; discussion and possible action
- 3) Approve supplemental budget transfer of \$50,000 for Agreement No. 2015-44 with the U.S. Department of Justice, Drug Enforcement Agency; discussion and possible action
- 4) Pursuant to Resolution No. 14-7975, authorize employees filling the classifications of Boat Patrol Supervisor (Seasonal); Boat Patrol Officer (Seasonal); Reserve Deputy Sheriff; Court Security Attendants; Dispatcher (Extra-Help); Sheriff Services Assistant I (Extra-Help); and Correctional Officer (Extra-Help) to exceed the 29 hour work week subject to the direction of the Sheriff; discussion and possible action

D) **AUDITOR/CONTROLLER** – Roberta Allen  
Approve budget transfer of \$15,090 within department 20040 (Auditor/Controller) to cover budget shortfalls for FY 14-15; discussion and possible action

E) **ALCOHOL & OTHER DRUG SERVICES** – Louise Steenkamp  
Approve budget transfer of \$8,325 from Regular Wages (51000) to Other Wages (51020) and Cell Phone Allowance (51120) to cover costs for the remainder of FY 2014-2015; discussion and possible action

F) **FARM ADVISOR** – Holly George  
Report and update on Plumas-Sierra 4-H Youth Development Program

G) **HUMAN RESOURCES** – Gayla Trumbo  
1) Adopt **RESOLUTION** to amend the County Classification Plan to include the Job Description of Mechanic/Shop Technician. **Roll call vote**  
2) Authorize the Department of Public Works to recruit and fill 1.0 FTE Mechanic/Shop Technician position; discussion and possible action  
3) Adopt **RESOLUTION** to amend the Plumas County Position Allocation for Budget Year 2014-2015 within 20521 Public Works. **Roll call vote**

H) **FACILITY SERVICES** – Dony Sawchuk  
Discussion and possible action regarding proposed revisions to Plumas County’s “Rules and Regulations for Rental of Plumas County Facilities, Grounds and Parks”; and approve new form “Facility Use Agreement” as submitted; approved as to form by County Counsel

## **NOON RECESS**

### **1:00 P.M. – AFTERNOON SESSION**

#### **Sitting as the Plumas County Public Facilities Corporation Governing Board**

6. **TREASURER/TAX COLLECTOR** – Julie White  
A. Approve amended Bylaws for the Plumas County Public Facilities Corporation as presented; discussion and possible action  
B. Adopt **RESOLUTION** authorizing refunding of the 2003 Certificates of Participation. **Roll call vote**

#### **Adjourn as the Plumas County Public Facilities Corporation Governing Board and reconvene as the Board of Supervisors**

7. **TREASURER/TAX COLLECTOR** – Julie White  
Adopt **RESOLUTION** authorizing acceptance of the Lease and Sub-Lease Agreements with regard to the refunding of the 2003 Certificates of Participation; and authorize the Chair to sign final documents. **Roll call vote**

8. **KEEP IT CALIFORNIA** – Cindy Ellsmore  
Presentation by Keep It California in opposition to separation from California and in support of strategies to improve representation for rural counties

## **9. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - Plumas National Forest Travel Management Plan
- C. 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 09, 2015, Board of Supervisors Room 308, Courthouse, Quincy, California.



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

## Plumas-Sierra Counties Department of Agriculture

### Agriculture Commissioner Sealer of Weights and Measures



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

*Invasive Species Action Week*  
June 6 - 14, 2015

## PROCLAMATION THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA

### PROCLAMATION DESIGNATING JUNE 6 THROUGH JUNE 14, 2015 AS CALIFORNIA INVASIVE SPECIES ACTION WEEK

WHEREAS, invasive species negatively impact native fish and wildlife populations, water resources, and recreational opportunities by out-competing and/or preying upon native species, displacing native plant populations, altering communities and ecosystem processes, including hydrologic and fire regimes, clogging waterways, and degrading native habitats, water quality, recreational experiences, and aesthetic values; and

WHEREAS, invasive species are detrimental to California's agricultural industry and the economy by damaging crops, increasing production costs, and reducing yields, as well as by increasing operational costs for municipalities, hydroelectric power generation, and infrastructure; and

WHEREAS, the annual cost of invasive species to the economy of the United States is estimated at \$120 Billion, and the annual cost of impacts and control efforts are estimated to equal 5% of the world's economy; and

WHEREAS, local County Agricultural Commissioner's working in collaboration with the Board, other agencies, businesses, non-profits, concerned public, and agricultural industry are dedicated to excluding and controlling invasive pests; and

WHEREAS, the Plumas County Board of Supervisors recognizes the value of preserving unique natural lands, rare species, native plant communities and wildlife for this and future generations and has dedicated support for a permanent agricultural technician to conduct efforts for the control of non-native noxious weeds and detection trapping for invasive insects.

WHEREAS, the Plumas County Board of Supervisors does hereby support all efforts to exclude and prevent the spread of invasive species, and encourages collaboration with groups to prevent the spread of invasive species, and efforts to educate the public to further the control of invasive species; and

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of Plumas hereby designates the week of June 6 through June 14, 2015, as CALIFORNIA INVASIVE SPECIES ACTION WEEK in Plumas County

Dated: June 02, 2015

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Chair, Board of Supervisors

ATTEST:

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Clerk of the Board

# PLUMAS COUNTY MENTAL HEALTH

Mimi Hall, Interim Director  
270 County Hospital Road, Suite 109, Quincy, CA 95971  
PH: (530) 283-6307 FAX: (530) 283-6045



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## MEMO

DATE: **May 18, 2015**

TO: **HONORABLE BOARD OF SUPERVISORS**

FROM: **Mimi Khin Hall, Interim Director**

SUBJECT: **CONSENT AGENDA ITEM FOR June 2, 2015**

RE: **APPROVE AND AUTHORIZE PAYMENT TO WILLOW GLEN CARE CENTER FOR THREE INVOICES TOTALING \$ 1136.80 FOR FY 13/14**

### **Item Description/Recommendation:**

Approve payment of prior year expenses to Willow Glen Care Center. Board and Care residential costs not covered after Public Guardian makes payment on behalf of client. Feb 2014 (\$ 551.20), March 2014 (\$275.60) and June 2014 (\$310.00).

**BACKGROUND AND DISCUSSION:** Willow Glen Care Center, a California Corporation and is specifically associated with the provision of inpatient mental health services to clients place out of county, and in association with The Public Guardian, who pays for a portion of the board and care for the specific client. Three invoices were submitted for payment after the close of FY 13/14.

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



# Office of the Sheriff

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

101

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** May 20, 2015

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

A handwritten signature in black ink that appears to read "Greg Hagwood".

**RE:** Agenda Item for the meeting of June 2, 2015

**RECOMMENDATION:**

Approve and sign service agreement with A & P Helicopters, Inc. (PCSO00001) in the amount of \$50,000.00.

**BACKGROUND & DISCUSSION:**

The Sheriff's Office utilizes the services of many vendors. All service agreements over \$10,000.00 require Board approval.

Attached is the service agreement between the County of Plumas, Office of the Sheriff and one of the vendors that provide helicopter rentals with licensed pilots for the Sheriff's law enforcement needs - A & P Helicopters, Inc. (PCSO00001).

This agreement has been approved by County Counsel. It is now being submitted for Board approval as per County policy.



# Office of the Sheriff *102*

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** May 20, 2015

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood 

**RE:** Agenda Item for the meeting of June 2, 2015

**RECOMMENDATION:**

Approve and sign service agreement with P.J., Helicopters, Inc. (PCSO00053) in the amount of \$50,000.00.

**BACKGROUND & DISCUSSION:**

The Sheriff's Office utilizes the services of many vendors. All service agreements over \$10,000.00 require Board approval.

Attached is the service agreement between the County of Plumas, Office of the Sheriff and one of the vendors that provide helicopter rentals with licensed pilots for the Sheriff's law enforcement needs – P.J., Helicopters, Inc. (PCSO00053).

This agreement has been approved by County Counsel. It is now being submitted for Board approval as per County policy.



## Plumas County Office of Emergency Services

IEI

270 County Hospital Road #127  
Quincy, California 95971

Phone: (530) 283-6367  
Fax: (530) 283-6241

**Date:** May 22, 2015

**To:** Honorable Board of Supervisors

**From:** Jerry Sipe

**RE:** Consent Agenda Item for June 2, 2015

**Recommendation:** Approve Continuation of Local Emergency Due to Drought

**Background and Discussion:** As the Board is aware, Section 8630 of the California Emergency Services Act states that the governing body must review the need for continuing the local emergency every month for the proclamation to remain in effect. For the drought declared on August 19, 2014, this was last done on May 5, 2015.

Until potential future impacts are less likely, it is recommended that the Board approve continuation of the local emergency due to drought.

If you have any questions, please do not hesitate to contact me at 283-6367.

Thank you.



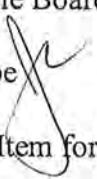
## Plumas County Office of Emergency Services

270 County Hospital Road #127  
Quincy, California 95971

Phone: (530) 283-6367  
Fax: (530) 283-6241

IE2

**Date:** May 22, 2015

**To:** Honorable Board of Supervisors  
**From:** Jerry Sipe   
**RE:** Agenda Item for June 2, 2015

**Recommendation:** Approve a new services agreement for fire prevention services with Susan McCourt.

**Background and Discussion:** As the Board is aware, Sue McCourt has been serving under contract as the county's Fire Prevention Specialist since March 2012. Funded through Title III, her scope of work includes a wide range of Firewise and Community Wildfire Protection Planning duties and activities. During this time, Sue has greatly improved wildfire preparedness throughout the county, assisted grassroots efforts to develop local firewise communities, and created numerous fire evacuation plans and maps among other accomplishments.

The current contract for fire prevention services with Sue will expire June 30, 2015. A new contract with similar terms, conditions and scope of work is needed to continue this work next fiscal year. The new agreement, approved as to form by County Counsel, is on file with the Clerk of the Board for your review. At this time the Board is asked to approve this agreement and authorize the Chair to sign on behalf of the Board so we continue this important wildfire prevention work.

If you have any questions, please do not hesitate to contact me at 283-6367.

Thank you.

Enclosure

IF

# MEMORANDUM OF UNDERSTANDING BETWEEN THE PLUMAS SUPERIOR COURT AND THE COUNTY OF PLUMAS 2015/2016 FISCAL YEAR

## PARTIES

Plumas Superior Court (hereinafter "Court") and the County of Plumas (hereinafter "County") agree to be bound by the terms and conditions of this Memorandum of Understanding (hereinafter "MOU"). The purpose of this MOU is to implement to the provisions of the Lockyer-Isenberg Trial Court Funding Act of 1997 (AB233).

## PREAMBLE/GENERAL GUIDELINES

Assembly Bill 233 (Chapter 850, Statutes of 1997) became effective January 1, 1998, retroactive to July 1, 1997. AB233 recognizes the necessity to provide fiscal independence to the Courts as a constitutionally separate branch of government, while at the same time relieving the County of the financial responsibility of funding trial court operations as defined by California Rules of Court, Rule 10.810.

Because of the long-standing relationship between the County and the Court, it is recognized that issues beyond day-to-day Court operations will have to be resolved over time. The basis of this MOU is to articulate the relationship between the County and the Court regarding the matters addressed herein. It is the intention of the County and the Court that this implementation process will be conducted in a spirit of cooperation and mutual respect.

Though the enactment of the Lockyer-Isenberg Trial Court Funding Act of 1997 created a new relationship regarding certain funding issues, it did not resolve all financial constraints placed on the County and the Court regarding their respective operations. Furthermore, the Act was not intended to sever the interdependent relationship between the County and the Court and the need for the County and the Court to work together on many issues that may involve both entities. The primary purpose of this MOU is to establish a framework for the County and the Court to address, in a positive and constructive manner, the financial and interdependent issues affecting both parties and the need for better cooperation between the County and the Court to continue to successfully carry out their respective obligations to the Plumas County citizens.

The Court and the County base this MOU on the laws in existence on the date of its implementation. Because the full degree of State involvement in Court operations has not yet been fully addressed, these laws are expected to be amended from time to time as circumstances dictate, and unanticipated events may occur that have not been addressed in this MOU.

If and when those amendments and/or events occur, the parties commit to further negotiation to promptly address the impacts of any such amendments and/or events so that these impacts are resolved in a manner that is fair and reasonable to both parties and does not in any, way, shape, manner or form undermine the primary purpose of this MOU.

This MOU is intended to be fair, mutually beneficial and equitable to both parties. To the extent that it realizes this intent, it shall serve as a framework for future agreements between the Court and the County. To the extent that this MOU does not achieve this intent, the parties express their joint willingness to revisit the terms of this MOU to determine if the MOU can be amended so as to result in greater fairness, mutual benefits and equitable terms to both parties.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed between the Court and the County as follows:

## **1. TRIAL COURT OPERATIONS FUND**

- 1.1 Pursuant to Government Code § 77009, the County has established a trust and agency fund for Trial Court Operations (Fund 7001).
- 1.2 Fund 7001 is not an operating fund of the County.
- 1.3 For fiscal year 2014/2015, interest received by the County, which is attributable to investment of Court funds, shall accrue to the designated Court Fund 7001.

## **2. CHARGES FOR COUNTY PROVIDED SERVICES**

- 2.1 Pursuant to Government Code § 71009 et seq., the County may charge the Court for services provided by the County, including indirect costs; if allowed under Rule 10.810 and Government Code § 77003. Charges assessed to the Court for these County-provided services will be consistent with the rates charged to other County departments and special districts for the same or similar services. All charges to the Court by County must be approved and signed off by the Presiding Judge, or his or her designee, before a transfer of funds is completed. Payment for County-provided services will not be unreasonably withheld by the Court.

The County and the Court agreed in the 1999/00 Memorandum of Understanding between the Plumas Superior Court and the County of Plumas, entered into on June 20, 2000, that fiscal year 1999/2000 would be the last fiscal year in which the County could charge the Court for County-provided services using the costs contained in the County-Wide Cost Allocation Plan (COWCAP), prepared in accordance with OMB A-87 (indirect charges).

- 2.2 Direct Charges. Direct charges include the costs of direct services that County departments provide to the Court. These goods and services reflect current charges, unlike the lagging costs of indirect services reflected in the Cost Allocation Plan. The Court agrees to pay to County the following maximum amounts indirect charges for fiscal year 2015/2016, and County shall provide Court, consistent with at least the level of services provided in the 2014/2015 fiscal year, or as otherwise detailed in the service description under the following department for the following services:
  - a. Auditor/Controller. The Court will maintain only one fund with the County for the purpose of receiving and transferring revenue from the County. This section expressly disregards costs for auditing services as the Auditor-

Controller will no longer perform these functions on behalf of the Court. The Auditor will issue one check to the Court for the balance in Fund 7001 at the end of each month. Any special services provided by the Auditor to the Court, at the Court's written request, will be billed separately at the composite rate of \$35.00 per hour.

b. **Information Technology.** On or before June 30, 2015, the Court will pay the County the sum of \$373.00 for services for the period July 1, 2015, through June 30, 2016, as follows:

70276 Trial Courts	Connections	Mo. Fee	Months	Cost	Total
System Access Fee	1	\$31.83	12	373.00	373.00
<b>Total Annual Cost</b>					<b>\$373.00</b>

c. **Janitorial/Facility Services.** The Plumas County Sheriff's Office, Correctional Center, shall provide the Court all custodial services, labor, materials, equipment and supplies required to maintain the Court's allocated building spaces at the Historic Quincy Courthouse in a clean and healthful manner. On or before June 30, 2015, the Court will pay the County the sum of \$8,299.00 for the period July 1, 2014, through June 30, 2015. The Court and Plumas County Sheriff's Office agree that costs for the provision of these services (two days per week as set forth in the written Cleaning Bid agreed to by the Plumas Superior Court and the Plumas County Sheriff's Office) during fiscal-year 2015/2016 will be a maximum \$8,299.00. If the level of service changes during the term of this MOU, the payment for services will be adjusted accordingly. The Plumas County Sheriff's Office will provide a reconciliation of the annual cost and send the court an invoice for the fourth quarter. Requests made by the Court to Plumas County which exceed the obligations under existing agreements with the Court shall be paid for by the Court at an agreed upon hourly rate, plus the cost of materials. Unless otherwise agreed to by the parties, this hourly rate shall be \$55.00 dollars per hour.

d. **Postage Costs.** On or before June 30, 2015, the Court shall pay the County an amount equal to the total postage charges incurred by the Courts during the period July 1, 2014, through May 31, 2015, together with an amount estimated for the month of June 2015 arrived at by calculating one-eleventh (1/11<sup>th</sup>) of the amount for the period July 1, 2014, through May 31, 2015. County shall bill Court for the actual County costs of postage, which includes a surcharge for postage machine lease and supplies, based upon the percentage of use by the Court in relation to the overall use of the machine and, supplies that may be provided by the County to Court on a monthly basis. Such monthly billing will reflect a credit equal to one-twelfth (1/12<sup>th</sup>) the amount prepaid by the Courts plus the amount of any carry over credit from the prior month. If the amount of the billing exceeds the credit, the Court will remit payment for the difference. If a credit remains at the end of the fiscal year, the County shall refund the over payment to the Court within thirty (30) days of the end of the fiscal year.

- e. **Miscellaneous Employee Benefits.** The Employee's Assistance Program annual charge totals \$356.40 based on the FTE of 11 positions. The charge for additional FTE's shall be \$2.70 per month per person. On or before June 30, 2015, the Court will pay to the County the sum of \$356.40. In the fourth quarter any adjustments to actual cost will be made.
- f. It is the responsibility of the County to let the Court know if fourth quarter adjustments are necessary for any of the applicable payments by July 15, 2016.

2.3 **Dual Service Provider.** When a County employee provides the same or similar Services to both Court and County and such Services to Court are billed to Court on an hourly basis pursuant to this Memorandum, such employee shall record the exact amount of time he or she spent on Trial Court Operations. County shall only bill Court for the employee's actual time spent on Trial Court Operations.

2.4 **Verification.** In the event of a request by the Presiding Judge or Designated Officer for additional back-up information regarding any Service being billed or the amount charged, County shall provide such backup within fifteen (15) days of such request. Court and the California Administrative Office of the Courts shall also have the right to review or audit the records of County, in order to assure compliance with the terms of the Memorandum, Government Code Section 77212 and the California Administrative Office of the Courts Council Accounting Standard Number 6.1.1(7).

### **3. FACILITITES**

3.1 Subject to the terms and conditions of the Historic Courthouse MOU for the Quincy Courthouse between the County, the Court and the Judicial Council of California, Administrative Office of the Courts, dated February 25, 2007, and the Memorandum of Understanding No. FY06/Bldg. 32-A/Construction (New Courtroom Project) Regarding Construction Project at Quincy Courthouse between the County, the Court and the Judicial Council of California, Administrative Office of the Courts, dated July 25, 2007 (New Courtroom MOU), the County recognizes its obligation, pursuant to Government Code §70311, to provide to the Court necessary and suitable facilities with respect to the Quincy Courthouse. The Court will provide notice of any facility deficiencies at the Quincy Courthouse and in determining whether such facilities are necessary and suitable, the reasonable needs of the Court and the fiscal condition of the County shall be taken into consideration. The County will consult with the Court regarding the adequacy and design of space prior to construction, relocation or alteration of the Quincy Courthouse. The Court will not alter space in the Quincy Courthouse in any way without prior authorization from the County Administrative Officer, or in the absence of a County Administrative Officer, the Chairperson of the County Board of Supervisors. If denied, the Court can take the issue to the Board of Supervisors.

It is the intent of the County to prepare a transition plan for ADA improvements, for all County facilities, including the Quincy Courthouse. In preparing the ADA

transition plan, the County will allow the Court the opportunity to provide information to be included in the ADA transition plan. The County reasonably believes that the ADA transition plan will be completed within the next two to three fiscal years. And the County will begin implementation of the transition plan once it is completed with no cost to the Court. In addition to the above, the Parties shall continue to have responsibilities for ADA issues to the extent that such responsibilities are set forth in the New Courtroom MOU.

#### **4. COURT-RELATED FUNDS ADMINISTERED BY COURT**

- 4.1 The following fund is designated for the exclusive use and control by the Court. Interest earned on balances shall be deposited directly into the following fund under the Court's control.
  - Fund 7001– P.C. Trial Courts

#### **5. REVENUE DISTRIBUTION**

- 5.1 All revenue and civil assessments; collected shall be distributed as required by law.

#### **6. INDEMNIFICATION**

- 6.1 In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Court and the County pursuant to Government Code section 895.6 to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata; but instead the County and the Court agree that pursuant to Government Code section 895.4, each of the two affected parties shall fully indemnify, hold each of the other parties, their officers, judges, subordinate judicial officers, board members, agents, representatives and employees harmless and defend the other party, its officers, judges, subordinate judicial officers, board members, agents, representatives, and employees from any and all claims, demands, damages, costs, expenses or liability costs including attorney fees, that arise out of, or are alleged to arise out of, or are in any way connected with or incident to the duties or obligations of the indemnifying party, its officers, judges, subordinate judicial officers, board members, employees, representatives, or agents. No party, nor any officer, judge, subordinate judicial, officer, board member, employee, representative or agent thereof will be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of an indemnified party under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this Agreement, subject to and consistent with the rights and, obligations of the parties set forth in the Law Enforcement Act.

#### **7. TERM AND TERMINATION**

- 7.1 The term of this MOU shall be from July 1, 2015 to June 30, 2016, but may be extended in writing thereafter until a new MOU is executed.

7.2 If either the Court or County desires to terminate any or all of the services contained within this MOU, written notice shall be given at least ninety (90) days prior to the end of the fiscal year, (i.e. by April 1) or less if by mutual written agreement, to be effective the first day, of the succeeding fiscal year, or earlier, if by mutual written agreement.

7.3 Vital Services. Pursuant to California Government Code Section 77212(b), if County elects to terminate a Service to Court, County shall cooperate with Court to ensure that, if said Service is a vital service for Court, it shall be available from other entities that provide such Services. Court understands and agrees that payment for such vital services shall be the responsibility of Court. Notice must be given at least 90 days prior to the end of the fiscal year and shall be effective only upon the first day of the succeeding fiscal year (Govt. Code 77212).

## **8. NOTICES**

8.1 All notices and demands of any kind which either party may require to serve on the other in connection with this MOU must be served in writing either by personal service or sent by first class mail, postage prepaid and addressed as follows:

If to County: Chairperson  
Plumas County Board of Supervisors  
520 Main Street  
Courthouse, Room 309  
Quincy, California 95971

With a Copy to: County Counsel  
County of Plumas  
520 Main Street  
Courthouse, Room 309  
Quincy, California 95971

If to Court: Presiding Judge  
Plumas Superior Court  
520 Main Street  
Courthouse, Room 104  
Quincy, California 95971

With a Copy to: Court Executive Officer  
Plumas Superior Court  
520 Main Street  
Courthouse, Room 104  
Quincy, California 95971

## **9. INDEPENDENT CONTRACTOR**

9.1 **Independent Contractor.** County, with its departments as its agents, shall perform this Memorandum as an independent contractor, exercising due care and providing the Services with such skill that is customary for providers of such Services. County and the officers, agents and employees of County are not, and shall not be deemed, Court employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Court employees. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this Memorandum shall be performed; provided, however, that Court may monitor the work performed. Court shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to, amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments for County employees who perform services for Court pursuant to this Memorandum.

## **10. DISPUTE RESOLUTION**

- 10.1 Continuation of Services. Whenever County and Court disagree as to any matter governed by this Memorandum, the dispute resolution process discussed in this Section 10 shall govern. Until the dispute is resolved, County may continue to provide the Services and Court, if County continues said Services, shall continue to make payment therefore as set forth herein. If County elects not to continue to provide said Services due to circumstances beyond County's control or due to financial considerations which result from State funding limitations, Court may elect to seek replacement services.
- 10.2 Request for Meeting. If after thirty (30) days, Court and County cannot resolve any dispute; either Party may give the other Party a written request for a meeting between the Court Executive Officer and the County Administrative Officer (or, in the absence of a County Administrative Officer, the Chairperson of the Board of Supervisors) for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) days of the receipt of such request. If the meeting fails to occur or fails to resolve the disagreement, nothing in this Memorandum shall preclude the Parties from exercising their legal remedies.
- 10.3 Resolution of Disputes. Any disputes between the Parties regarding the interpretation or performance of this Memorandum that are not resolved under Section 10.2 above, shall be resolved by submission of the dispute to non-binding mediation.
- 10.4 Jurisdiction and Venue. If a dispute between the Parties regarding the interpretation or performance of this Memorandum is not resolved under Section 10.3 above, either Party may bring legal action to interpret or enforce this Memorandum in the Superior Court of California, County of Plumas. In the event that such legal action is taken by either Party, the judges for the Superior Court of California, County of Plumas shall recuse themselves from hearing the case. The Judicial Council of the State of California shall appoint a judge from another

jurisdiction within the State to preside over any legal action brought to interpret or enforce this Memorandum.

## **11. FULL AGREEMENT**

11.1 This Memorandum of Understanding represents the entire agreement between the Court and County on matters specifically addressed by the terms of this MOU.

Plumas Superior Court:

By \_\_\_\_\_

IRA KAUFMAN  
Presiding Judge

Date: \_\_\_\_\_

County of Plumas:

By \_\_\_\_\_

Chairperson  
Board of Supervisors

Date: \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
R. Craig Settlemire, County Counsel

[

\_\_\_\_ Court Initials

\_\_\_\_ County Initials \_\_\_\_\_

JA

**Copy of**

**Outdoor Festival Permit Application**

**(Including Programs & Plans approved by various County Departments)**

**For the**

**StillDream**

**Festival**

**at**

**Belden Town Resort**

**July 31st through August 3rd, 2015**

DEPARTMENT OF PUBLIC WORKS USE ONLY  
Date Rec'd \_\_\_\_\_  
Receipt No. \_\_\_\_\_ \$ \_\_\_\_\_

**PRELIMINARY OUTDOOR FESTIVAL PERMIT APPLICATION**

**Instructions to applicant(s):**

1. Complete the form and mail or take to: Plumas County Department of Public Works  
1834 E. Main Street  
Quincy, CA 95971
2. Use additional sheets of paper if necessary to complete the information requested.
3. Pay the filing fee deposit of \$1,000.00.
4. Make the check payable to Plumas County Department of Public Works

**A. Applicant (s)**

Name of Festival Stilldream LLC

Name of Applicant Stilldream LLC - Contact: Paul Plescov (president)

Residence Address 4517 Holiday Hill Ct. Shingle Springs, CA 95682

Mailing Address Same

Telephone Number 916.470.4999

E-Mail Address info@stilldream.org

Business Address and Telephone Number (If different from above) N/A

\*Applicant must be the promotor of the event. If the application is made by a partnership, the name and mailing address of the responsible general partner must be included. If the application is made by a corporation, the application shall be signed by the president and attested to by the secretary. The address and telephone number of the principal place of business of the applicant shall also be included in the application.

**B. Owner (s)**

(Attach additional sheets if necessary)

Name Ivan Coffmann

Mailing Address Belden Town Resort and Lodge 4785 Belden Town Road Belden, CA 95915

Telephone 530.283.9662

\*Attach letter(s) of authorization signed by the owner(s).

**C. Location of Event**

(Include all lands to be used for parking or incidental purposes)

Street Address Belden Town Resort and Lodge 4785 Belden Town Road Belden, CA 95915

Nearest town Twain

Assessors Parcel Number(s) 002-340-002

Belden Town Resort  
14785 Belden Town Rd.  
Belden, Ca. 95915

To Whom It May Concern,

I, Ivan Coffman owner of Belden Town Resort and Lodge, give my permission for  
Stilldream . To take place on 7/30 - 8/3 2015 . At  
Belden Town Resort, 14785 Belden Town Rd. Belden, ca. 95915, also for the property at  
Jacks Place 25311 hwy 70 Twain Ca 95984.

Thank you,



Ivan Coffman- Owner, Belden Town Resort and Lodge



4A

## PLUMAS COUNTY COORDINATING COUNCIL

### AGENDA REQUEST

for the June 2, 2015 meeting of the Board of Supervisors

May 26, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Chair, PCCC

A handwritten signature in black ink that reads "Robert A. Perreault".

Subject: Report from the Plumas County Coordinating Council that pertaining to Attendance by National Forests staffs at recent PCCC Meetings. Discussion, possible action and/or direction to staff.

### BACKGROUND

During the meeting of the Coordinating Council on May 7, 2015, the PCCC noted the low attendance by Forest Service officials at the May 7, 2015 of the Plumas County Coordinating Council, a downward trend which has been evident during the past several months.

As a result of PCCC comments throughout the May 7<sup>th</sup> meeting, it became the consensus of the PCCC that letter(s) needed to be sent to the local National Forests to reinforce the importance of National Forest staff attendance at PCCC meetings.

The purpose of this Agenda Request is to report the situation to the Board of Supervisors and to enable a discussion and consideration of the matter.

4B



## PLUMAS COUNTY COORDINATING COUNCIL

### AGENDA REQUEST

for the June 2, 2015 meeting of the Board of Supervisors

May 26, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Chair, PCCC

A handwritten signature in black ink that reads "Robert A. Perreault".

Subject: Board of Supervisors Letter, dated December 16, 2014, to USFS Region 5, pertaining to "Five-Forest Over-Snow Vehicle (OSV) Open Houses," conducted in November 2014, and, Amendment to Travel Management Rule, Subpart C – Over Snow Vehicle Use. Discussion, possible action and/or direction to staff.

### BACKGROUND

On December 16, 2014, following consideration of a recommendation received from the Plumas County Coordinating Council, the Board of Supervisors voted unanimously to send a letter to the Regional Forester (Region 5) of the U.S. Forest Service. Attached is a reference copy of the letter, dated December 16, 2014.

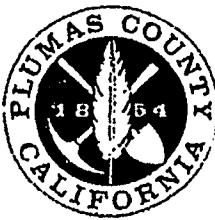
To date, the County has yet to receive a response from the Regional Forester, and the failure of the Region 5 to respond to the December 16, 2014 letter has been repeatedly agendized at several PCCC Meetings conducted earlier this year. In fact, at one meeting, a representative from the Plumas National Forest was requested to inquire if a response was forthcoming, but to date, no response has been received by the County from USFS Region 5.

As reported by the Chair at PCCC meetings since December 16, 2014, Regional Forester Randy Moore has yet to respond to the December 16, 2014 letter sent by the Plumas County Board of Supervisors.

Following discussion by the Coordinating Council on May 7, 2015, the PCCC unanimously adopted a motion to forward further consideration of this matter to the Board of Supervisors.

Attachment

# BOARD OF SUPERVISORS



TERRY SWOFFORD, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHERRIE THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JON KENNEDY, DISTRICT 5

December 16, 2014

Randy Moore, Regional Forester  
Pacific Southwest Region USFS (Region 5)  
1323 Club Drive  
Vallejo, CA 94592

RE: "Five-Forest Over-Snow Vehicle (OSV) Open Houses," conducted in Lassen County and in Plumas County in November 2014, and, Amendment to Travel Management Rule Subpart C — Over-Snow Vehicle Use

Dear Forester Moore:

As you know, the track record of the U.S. Forest Service in implementing the different subpart provisions of the 2005 Travel Management Rule in the National Forests that are located partially within the borders of Plumas County have been generally characterized by local officials — at best — as "disastrous." "Subpart B" decisions within National Forests located within Plumas County continue to fester and "Subpart A" decisions that contain a strange determination to postpone NEPA requirements on a piecemeal basis both form the basis of your forests startling unwillingness to even attempt to conduct a coordination relationship to date in good faith.

With your agency's recent decision to implement "Subpart C" activities, and recognizing that Plumas officials are already very critical at this point in time, it behooves the Plumas County Board of Supervisors to bring its significant concerns to your immediate attention in regard to your recent "Subpart C" activities. That is, Sir, the purpose of this letter.

Reference is made to the "Five-Forest Over-Snow Vehicle (OSV) Open Houses" that were recently scheduled by the Pacific Southwest Region (Region 5) of the US Forest Service, including "workshops" that were recently conducted in Lassen County — November 5, 2014 — and in Plumas County — on November 6, 2014. Concurrently, there are requirements being addressed that are pertinent to "Travel Management Rule Subpart C — Over-Snow Vehicle Use."

Reference is also made to the information web page created by USFS Region 5 for the public, which is located on the internet at:

<http://www.fs.usda.gov/detail/r5/recreation/travelmanagement/?cid=stelprd3821579>

Randy Moore, Regional Forester  
Pacific Southwest Region USFS (Region 5)  
"Five-Forest Over-Snow Vehicle (OSV) Open Houses," and,  
Amendment to Travel Management Rule Subpart C — Over-Snow Vehicle Use  
December 16, 2014  
Page 2

As stated on the USFS Region 5 web page:

*The open houses have the following GOALS:*

- *Inform the public about the project and the NEPA process*
- *Explain the project requirements under the Travel Management Rule Subpart C — Over-Snow Vehicle Use*
- *Explain the project requirements related to the August 26, 2013, Settlement Agreement between the Forest Service and Snowlands Network, Winter Wildlands Alliance, and Center for Biological Diversity*
- *Confirm and collect preliminary public input on the Purpose and Need for Action*

Reference is also made to the July 10, 2014 meeting of the Plumas County Coordinating Council (PCCC). Forest Supervisor Earl Ford of the Plumas National Forest and Forest Supervisor Dave Hays of the Lassen National Forest were both present. A part of the PCCC agenda included the discussion and action on the topic, "Proposed Rule by the Forest Service on 6/18/14: "Use of Over-Snow Vehicles (Travel Management Rule)." During that portion of the PCCC meeting, the members of the Plumas County Coordinating Council were repeatedly assured by the LNF Forest Supervisor and the PNF Forest Supervisor that "coordination" would be practiced by the Lassen National Forest and the Plumas National Forest, respectively.

It is also noted that the Plumas County Board of Supervisors, on July 15, 2014, voted to submit formal comments on "Use by Over-Snow Vehicles (Travel Management Rule)." Plumas County officials await the final decision of the U.S. Forest Service in Washington, DC.

At the November 6<sup>th</sup> Open House in Quincy, the Plumas County Board of Supervisors was represented by 2 Supervisors, the Director of Public Works and the Deputy Director of Public Works. We also understand that a Supervisor from Butte County was present at the November 5<sup>th</sup> and 6<sup>th</sup> Open Houses. Additionally, we have received comments from many constituents that attended either the November 5<sup>th</sup> or the November 6<sup>th</sup> Open House, or both.

All reports received by the Plumas County Board of Supervisors have been remarkably consistent in their assessment of the USFS Open House activities — that is, there was very little value or benefit to the local attendees of the Open Houses. It logically follows, therefore, that the workshop goals set forth on your agency's information web page fell short of success.

Randy Moore, Regional Forester  
Pacific Southwest Region USFS (Region 5)  
"Five-Forest Over-Snow Vehicle (OSV) Open Houses," and,  
Amendment to Travel Management Rule Subpart C — Over-Snow Vehicle Use  
December 16, 2014  
Page 3

Specific, critical comments follow for your consideration:

1. Of paramount concern to the Plumas County officials is the utter lack of "coordination" in these matters associated with over-snow vehicles. This is not a new complaint that originates from Plumas County, or from many other Counties. As a result of over-snow vehicle discussions conducted during the July 15<sup>th</sup> PCCC meeting, Plumas County officials were relying upon the promises explicitly set forth by the 2 Forest Supervisors present at the July 15<sup>th</sup> PCCC Meeting, only to be able to conclude today that your Subpart C process being conducted by your agency is quite likely to end up as a "*déjà vu*" of our Subpart B experience.
2. One example in which pre-Open House coordination with the Counties may have been helpful is the use of USFS "Enterprise Team" members to supplement the efforts of the local national forests. In general, the concept of utilizing enterprise team staff to augment the local national forest staffs appears to be beneficial – albeit costly – in regard to work product and deliverables. However, during the Open House, there was no identification of tasks or milestones to help the local officials and the public to better understand your agency approach to the project(s). In particular, pre-Open House coordination with local officials as to the "lead" for the project(s) would have likely resulted in a County recommendation that such an assignment would be better performed by an individual from your existing permanent staff(s) from the local national forests.
3. The decision of your agency to commingle the 5-Forests OSV Settlement Agreement Project with the yet-to-be-finalized Subpart C Rule (Travel Management Rule) is questionable as the proposed amendment to the Travel Management Rule has yet to be finalized by your Washington office. Implementation of the proposed Rule is premature as no decision has been issued by the U.S. Forest Service.
4. In regard to the first goal listed for the Open House (NEPA Process), an explanation of the overall NEPA process was not conducted. For example, there was no useful explanation of the process or procedural steps that would enable the general public to better understand the NEPA process and, in particular, when formal input is necessary to preserve standing, etc.

Randy Moore, Regional Forester

Pacific Southwest Region USFS (Region 5)

"Five-Forest Over-Snow Vehicle (OSV) Open Houses," and,

Amendment to Travel Management Rule Subpart C — Over-Snow Vehicle Use

Page 4

5. In regard to the second goal listed for the Open House (Travel Management Rule Subpart C — Over-Snow Vehicle Use), there was not a clear and focused presentation that, consistent with a court order issued on March 29, 2013, the U.S. Forest Service is proposing to amend the agency's travel management rule (TMR) to require designation of National Forest System (NFS) roads, NFS trails, and areas on NFS lands where over-snow vehicle (OSV) use is allowed, restricted, or prohibited. The comment period for the U.S. Forest Service to receive formal comments has closed, but the proposed amended rule has yet to be finalized and made effective. Nevertheless, the USFS Region 5 – without clarification – has determined that it would begin the process of Subpart C, in conjunction with the so-called 5-Forests Settlement Agreement Project.

6. In regard to the third goal listed for the Open House (the so-called 5-Forests Settlement Agreement Project), there was no satisfactory explanation of the project requirements and its interrelationship with process to propose amendment to the Subpart C Rule. In fact, a copy of the Settlement Agreement itself apparently was not present at the Open House.

7. In regard to the fourth goal listed for the Open House (Purpose and Need for Action), that portion of the November 6<sup>th</sup> Open House proved to be particularly questionable. The Open House devoted a majority of its time to soliciting comments from the workshop attendees on the "Purpose and Need for Action." Typically, in the regulatory world, the purpose and need for action would be set forth by a proposing agency in a document that purports the necessity of a new rule or program (or, result in no action). The resultant impression created by the November 6<sup>th</sup> exercise is that the USFS is not yet certain as to the purpose or need for action in regard to over-snow vehicles and it looked to the Open House attendees to identify those matters. The overriding consensus of County officials at the Open House is that the attendees were more interested in preserving the status quo and understanding the rationale against such preservation – but the attendees were not clearly offered an opportunity to receive that input.

8. Our final critique is to disappointedly note that that there was no mention – or any attempt to acknowledge – the special efforts of Supervisor Sherrie Thrall in conducting a "Town Hall Meeting" on August 15, 2014 in order to begin focusing on the upcoming National Forests' activities pertaining to over-snow vehicles. Management staff from the Lassen National Forest and the Plumas National Forest participated in Town Hall Meeting as panelists, so it is perplexing to understand why such joint efforts were not highlighted in your Open House presentations.

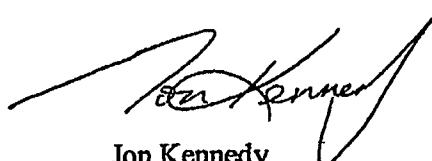
Randy Moore, Regional Forester  
Pacific Southwest Region USFS (Region 5)  
"Five-Forest Over-Snow Vehicle (OSV) Open Houses," and,  
Amendment to Travel Management Rule Subpart C — Over-Snow Vehicle Use  
December 16, 2014  
Page 5

In closing, the Plumas County Board of Supervisors – in an effort to assist the U.S. Forest Service to conduct a more positive and transparent process – respectfully suggests that the following revisions to your program(s) be considered as the subject of further discussions between your Forest Supervisors and the Board of Supervisors before you advance forward with your projects:

- A. Direct your Forest Supervisors that have jurisdiction over national forests that are located partially within the County of Plumas to invoke coordination in its conduct of activities with the County of Plumas, and
- B. Conduct separate "projects" for the implementation of the "Five-Forest Over-Snow Vehicle (OSV)" settlement agreement activities and the "Implementation of the Travel Management Rule, Subpart C Amendment," and
- C. Reevaluate your current program of utilizing a enterprise team employee as the lead staff for projects located within national forests within Plumas County.

The courtesy of your prompt reply to this letter will be appreciated.

Sincerely,



Jon Kennedy  
Chair

cc: Honorable Dianne Feinstein  
Honorable Barbara Boxer  
Honorable Doug LaMalfa  
Earl Ford, Forest Supervisor, Plumas National Forest  
Dave Hays, Forest Supervisor, Lassen National Forest  
Tom Quinn, Forest Supervisor, Tahoe National Forest

## BOARD AGENDA REQUEST FORM

5A

Department: County Counsel

Authorized Signature: \_\_\_\_\_

Board Meeting Date: June 2, 2015

Consent Agenda:  Yes  No

Request for \_\_\_\_\_ minutes for presentation  
(If a specific time is needed, please contact the Clerk of the Board directly.)

**Description of Item for the Agenda (This is the wording that should appear on the agenda):**

A. Request for Budget Appropriation Transfer: Request funds be transferred from CC's Regular Wages, Retirement & FICA accounts to CC's Group Insurance account.

B. \_\_\_\_\_

C. \_\_\_\_\_

**Review by Necessary Departments:**

I have had this item reviewed and approved by the following departments:

**If another department or the CAO is opposed to an agenda item, please indicate the objection:**

**Attached Documents:**

Contracts/Agreements:

Three copies? (Y  )/N   
Signed? (Y  )/N

Budget Transfers Sheets:

Signed? (Y  )/N

Other: \_\_\_\_\_

**Publication:**

Clerk to publish on \_\_\_\_\_  Notice attached and e-mailed to Clerk.  
 Notice to be published \_\_\_\_\_ days prior to the hearing. \_\_\_\_\_ (if a specific newspaper is required, enter name here.)  
 Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_).  Copy of Affidavit Attached.

**County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:**

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:  
Yes:  No:  Not Applicable:

If Not Applicable, please state reason why:

**The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.**

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: County Counsel      Dept. No: 20080      Date 5/11/2015

Dept. No: 20080

Date

5/11/2015

The reason for this request is (check one):

**Approval Required**

- A.  Transfer to/from Contingencies OR between Departments
- B.  Supplemental Budgets (including budget reductions)
- C.  Transfers to/from or new Fixed Asset, within a 51XXX
- D.  Transfer within Department, except fixed assets
- E.  Establish any new account except fixed assets

## Board

## Board

## Board

## Auditor

### **Auditor**

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
--------	--------	--------	--------------	-----------

TRANSFER TO OR

**SUPPLEMENTAL EXPENDITURE ACCOUNTS**

TRANSFER TO  SUPPLEMENTAL EXPENDITURE  
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

58

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

ELLIOTT SMART  
DIRECTOR

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

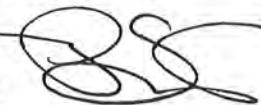
DATE: MAY 11, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 2, 2015

RE: APPROVAL OF A SUPPLEMENTAL BUDGET FOR THE APPROVED  
RELATIVE CAREGIVER PROGRAM



### It is Recommended that the Board of Supervisors

Approve a supplemental budget in the Department of Social Services in the amount of \$10,000 as detailed in the enclosed Request for Supplemental Budget for Approved Relative Caregiver Assistance (ARC).

### Background and Discussion

Prior to the enactment of Senate Bill 855 (Chapter 29, Statutes of 2014), some relative caregivers for children in the Foster Care system were ineligible for federal Aid to Families with Dependent Children-Foster Care Payments due to income or other circumstances. As a result, such caregivers were eligible only for a CalWORKs payment in the amount available for an Assistance Unit of one (1) which for our region is \$351 per month. In contrast, caregivers and family foster parents who are eligible for federal AFDC-FC receive in the range of from \$671 to \$838 per month depending on the child's age.

With the enactment of SB 855, state law (Welfare and Institutions Code, Section 11461.3) has been changed so that the payment rate is the same for all relative caregivers and foster parents, irrespective of whether they are eligible for federal AFDC-FC or not. The funding source for these payments is State General fund dollars and County Realignment funds. In correspondence dated February 13, 2015, the Department of Social Services notified the state of our intent to initiate ARC payments effective with the April, 2015 issuances. The Department estimated that such payments would be made on behalf of 4 ARC children.

### **Financial Impact**

Because the ARC Program is new to the budget this fiscal year, the Department did not anticipate funding for such payments within the FY 2014-2015 budget plan. Consequently, a supplemental budget is required for the 3 months of ARC Program payments that will be made during this fiscal year. The Department estimates that total payments for the current fiscal year will not exceed \$10,000.

ARC payments will be tracked separately in a new expense account funded by the recommended supplemental budget. Because such payments are cash claimed by the Department in the month following the month the payment is made (April payments are claimed in May with payment from the state supposed to be received in June) the Department is not certain that State General Fund revenue will be received during the current fiscal year.

With the above in mind, the Department recommends initial funding for the first three months of the program utilizing 2011 County Realignment dollars. When, as we expect, revenues are received and posted in next fiscal year, they will offset Realignment dollars spent for assistance in the FY2015-2016 budget.

### **Other Agency Involvement**

Both Child Welfare (Section 300, W&I Code) and Probation (Section 600, W&I Code) foster children are eligible for the ARC Program. Most foster children are eligible for federal Title IVE foster care so the number of ARC children is expected to be small. Probation staff has been advised of the Department's initiative to implement this program.

Copies:      DSS Management Staff  
                  Mr. Clint Armitage, Interim Chief Probation Officer

Enclosure

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

 COPY

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: Social Services - Assistance      Dept. No: 70594      Date: 5/6/2015

The reason for this request is (check one):

Dept. No: 70594

Date 5/6/2015

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

## TRANSFER FROM OR

**SUPPLEMENTAL REVENUE ACCOUNTS**

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS  
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL NEW UNBUDGETED REVENUE)

## TRANSFER TO OR

## SUPPLEMENTAL EXPENDITURE ACCOUNTS

**TRANSFER TO OR** **SUPPLEMENTAL EXPENDITURE ACCOUNTS**  
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF  
SUPPLEMENTAL NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

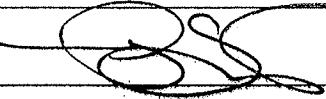
In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) New Assistance Program (Approved Relative Caregiver, ARC) established by the State Department of Social Services.

B) 2011 realignment funds as allocated for FY 14/15 are sufficient.

C) Plumas County's implementation date of 4/1/15.

D) Can claim for ARC expenditures, to the State, in arrears.

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.

 COPY

**ARC Program**  
**implementation 4/1/2015**

<b>month</b>	<b># of ARC cases</b>	<b>monthly expenditure</b>
April	4	3090
May	4	3090
June	4	3090

**9270** TOTAL, budget



# Office of the Sheriff

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

5c1

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** May 18, 2015

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Items for the meeting of June 2, 2015



**It is recommended that the Board:**

Authorize the Sheriff to purchase a battery backup unit for the security system at the Correctional Facility from the Plumas County Jail Construction Fund.

**Background and Discussion:**

The Sheriff is requesting funding in the amount of \$6000.00, from the Plumas County Jail Construction Fund, to replace the battery backup unit at the Correctional Facility.

The battery backup unit protects the security system at the Facility. The new security system was just purchased after the wind event on February 6, 2015. The proposed battery backup system will not only protect the new security system at the current correctional facility, but also be able to be moved to the new facility when needed.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: CRIMINAL JUS CONST FUND      Dept. No: 20293      Date: 5/18/2015

The reason for this request is (check one):

1. The request is (check one):

- A. Transfer to/from Contingencies OR between Departments
- B. Supplemental Budgets (including budget reductions)
- C. Transfers to/from or new Fixed Asset, out of a 51XXX
- D. Transfer within Department, except fixed assets, out of a 51XXX
- E. Establish any new account except fixed assets

**Approval Required**

## Board

## Board

## Board

### **Auditor**

### **Auditor**

TRANSFER FROM OR

SUPPLEMENTAL REVENUE ACCOUNTS

**TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS**  
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

## TRANSFER TO OR

## SUPPLEMENTAL EXPENDITURE ACCOUNTS

**SUPPLEMENTAL EXPENDITURE ACCOUNTS**  
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

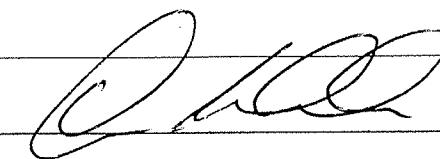
In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Transfer from contingency account for specific jail needs

B) Funds are budgeted in contingency account

C) Expenses to be incurred this fiscal year

D) N/A

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:**

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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 Sheriff

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

5c2

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** May 18, 2015

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of June 2, 2015

**RECOMMENDATION:**

Approve \$1,387.00 budget transfer for the 2013 Homeland Security Grant budget from fixed asset accounts to service & supply accounts.

**BACKGROUND & DISCUSSION:**

The FY 14/15 Administrative and Budgetary Controls require transfers to/from fixed asset accounts to be approved by the Board of Supervisors.

This is a budget transfer request for the 2013 Homeland Security Grant to allow for expenditures as per the grant award agreement. The items purchased were less than anticipated and the grant has been modified to allow for additional purchases that are not fixed assets, therefore, the funds need to be transferred to the service & supply account.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: HOMELAND SECURITY      Dept. No: 70344      Date 5/18/2015

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input checked="" type="checkbox"/>	Transfers to/from or new Fixed Asset, out of a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets, out of a 51XXX	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

**TRANSFER FROM**  **SUPPLEMENTAL REVENUE ACCOUNTS**  
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

**TRANSFER TO OR** **SUPPLEMENTAL EXPENDITURE ACCOUNTS**  
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF  
SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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) Transfer from fixed asset account to service & supply account so that grant funds can be expended

B) Expenses less than anticipated

C) Expenses to be incurred this fiscal year

D) N/A

Approved by Department Signing Authority: Roni Jowers

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:

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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 Sheriff *5c3*

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** May 26, 2015

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood *(Signature)*

**RE:** Agenda Item for the meeting of June 9, 2015

**Recommended Action:**

Approve supplemental budget request for Agreement Number 2015-44 with the U.S. Department of Justice, Drug Enforcement Agency in the amount of \$50,000.00.

**Background and Discussion:**

The Sheriff's Office received a grant award from the U.S. Department of Justice (USDOJ), Drug Enforcement Administration (DEA) for the Domestic Cannabis Eradication & Suppression Program (DCESP) for 2015 in the amount of \$50,000.

This funding is used specifically for payment of overtime costs and expenses associated with cannabis eradication.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: DCESP      Dept. No: 70348      Date 5/26/2015

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, out of a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets, out of a 51XXX	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

## TRANSFER TO OR

## **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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) Supplemental budget for grant funds received

B) N/A

C) Expenses are being incurred - grant period is 01/01/15-12/31/15

D) Grant awarded in March 2015

Approved by Department Signing Authority: Roni Sawyer

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:**

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

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# Office of the Sheriff

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

5c4

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** May 19, 2015

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of June 2, 2015

### **RECOMMENDATION:**

Pursuant to Resolution No. 14-7975, authorize employees filling the classifications of Boat Patrol Supervisor (seasonal), Boat Patrol Officer (seasonal), Reserve Deputy Sheriff, Court Security Attendants, Dispatcher – Extra Help, Sheriff Services Assistant I – Extra Help and Correctional Officer – Extra Help to exceed the 29 hour work week subject to the direction of the Sheriff.

### **BACKGROUND & DISCUSSION:**

The Board of Supervisors Resolution No. 14-7975 provides that county department heads shall obtain the approval of the Board of Supervisors prior to permitting any part time employee to work in excess of twenty-nine (29) hours per week.

Boating Safety & Enforcement is provided on a seasonal basis and is grant funded. These seasonal employees work less than the 30 hour average for the November 1<sup>st</sup> through October 31<sup>st</sup> reporting period established by the Affordable Care Act.

Reserve Deputy Sheriffs are utilized for a variety of needs within the Sheriff's Office and depending on the situation or event may exceed the 29 hour week. The hours worked are limited so that these employees work less than the 30 hour average for the November 1<sup>st</sup> through October 31<sup>st</sup> reporting period established by the Affordable Care Act.

Court Security Attendants are utilized at the direction of the Courts and funded by the Courts. The Sheriff is required to provide this security. The hours worked are monitored so that these employees work less than the 30 hour average for the November 1<sup>st</sup> through October 31<sup>st</sup> reporting period established by the Affordable Care Act.

The remaining extra help positions for Dispatcher, Sheriff Services Assistant I and Correctional Officer are utilized during preliminary background procedures, training, etc. The employees are hired or terminated within a reasonable amount of time. The hours worked are limited so that these employees work less than the 30 hour average for the November 1<sup>st</sup> through October 31<sup>st</sup> reporting period established by the Affordable Care Act.

All classifications are essential to providing public safety.

# 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: 5/18/2015

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Authorize budget transfers from various line items to Professional Services 521900 (\$11,490) Regular Wages 51000 (\$3,200), and Retirement 51080 (\$400) to cover budget shortfalls for Fiscal Year 2014/2015.

#### Recommendation:

Authorize budget transfers from various line items to Professional Services 521900 (\$11,490) Regular Wages 51000 (\$3,200), and Retirement 51080 (\$400) to cover budget shortfalls for Fiscal Year 2014/2015. See attached Budget Transfer Form.

#### Background:

Craig Goodman provided consulting services to the Auditor's Office during 2014/2015 which included year-end closing adjustments and preparation of the Financial Transactions Report for Plumas County that is filed with the State Controller's Office. He also provided assistance in preparation of the budget worksheets that are included in the Budget Book that is filed with the State Controller's Office each year, and assisted the Auditor in calculating the allocation of the stranded supplemental property tax. The distribution will occur after approval by the State Controller's Office of the allocation method.

The year- end procedures are performed by the Auditor each year between July and December. This year during those months the Auditor and her staff were busy with audits from three government agencies, along with the heavy workload that already occurs at year end. The IRS conducted a payroll audit that started in May of 2014 and was finally resolved in November 2014. The State Controller's Office performed an audit of the Courts and also a Property Tax Audit and both agencies were in the Auditor's office for several weeks between the months of June, 2014 and December, 2014. Both audits were for years from 2005 through 2014 and took many hours of staff time to prepare records and answer questions. Neither of those audits have been finalized at this time. The financial audit by Smith & Newell also started in November.

Typically the Property Tax and Court audits are done every four years, but the State was behind in performing these audits, so this was an unusually busy year for the Auditor's Office. Consequently, Craig Goodman spent more time than was anticipated assisting with the year-end procedures. The final payment due to Mr. Goodman is \$4,000. The invoice and contract are attached.

The amount due to MGT of America of \$7,500 is for preparation of the 2015-2016 A-87 Cost Plan for Plumas County. The current invoice (attached) is \$6,375, which represents 85% of the total amount due per the contract. The remaining balance of \$1,125 will be billed before fiscal year end. The budget transfer requested is to cover the total amount due to MGT of America (\$7,500) per the contract (also attached).

The amounts requested to transfer to Regular Wages 51000 (\$3,200), and Retirement 51080 (\$400), are to cover budget shortfalls for fiscal year 2014/2015.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: Auditor      Dept. No: \_\_\_\_\_      Date \_\_\_\_\_

Dept. No: \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_

The reason for this request is (check one):		Approval Required
A.	<input type="checkbox"/>	Board
B.	<input type="checkbox"/>	Board
C.	<input type="checkbox"/>	Board
D.	<input checked="" type="checkbox"/>	Auditor
E.	<input type="checkbox"/>	Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR  SUPPLEMENTAL EXPENDITURE ACCOUNTS

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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

Phone # 916-714-6787

Invoice # 1239  
Invoice Date 5/12/2015  
Due Date 5/12/2015  
Project  
P.O. Number

Plumas County Auditor-Controller  
520 Main Street, #205  
Quincy, California 95971

521900

Thank you for your business.  
Federal ID# 20-2155918

RECEIVED

JUL 15 2014

Services Agreement

Auditors / Risk

This Agreement is made as of July 8, 2014, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Office of the Auditor (hereinafter referred to as "County"), and Rodney Craig Goodman, Jr., an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty Thousand and No/100 Dollars (\$60,000.00).
3. Term. The term of this agreement shall be from July 1, 2014 through June 30, 2015, 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

SR COUNTY INITIALS

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

Rodney Craig Goodman Jr., CPA  
8830 Elk Grove Blvd  
Elk Grove, CA 95624

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

County:

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

Contractor:

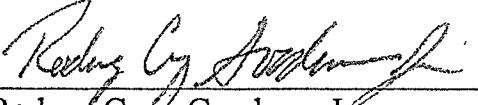
8788 Rodney Craig Goodman Jr., CPA  
8830 Elk Grove Blvd., Suite 1A  
Elk Grove, CA 95624

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

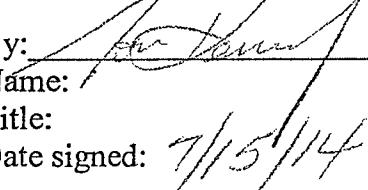
**CONTRACTOR:**



Rodney Craig Goodman Jr.,  
an individual

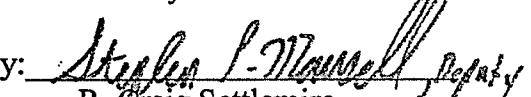
**COUNTY:**

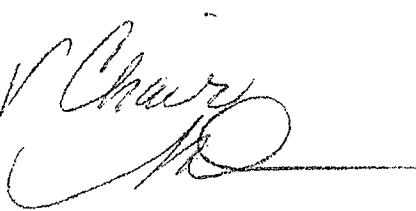
County of Plumas, a political subdivision of  
the State of California

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date signed: 7/15/14

**APPROVED AS TO FORM:**

Plumas County Counsel

By:   
R. Craig Settlemire  
County Counsel

8/27/14  
Page 5 amended to  
included correct  
address:  
By: Kevin Joo, Chair  


## EXHIBIT A

### **Scope of Work**

- Assist the Auditor-Controller's Office in creating and maintaining a year-end closing process.
- Assist the Auditor-Controller's Office in providing year-end training to departments that will facilitate the year-end data collection and verification process.
- Assist the Auditor-Controller's Office to identify, compile, and record all closing entries while maximizing the use of the County of Plumas' accounting system data for the preparation of full disclosure financial statements for FY 2013-2014 in compliance with generally accepted accounting principles.
- Provide general training to staff of the Auditor-Controller's Office on year-end closing, reporting and other processes.
- Other professional services as mutually agreed upon between Contractor and County.

**EXHIBIT B**

**Fee Schedule**

Total compensation under this Agreement shall not exceed Sixty Thousand and No/100 Dollars (\$60,000.00).

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

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

# MGT OF AMERICA, INC.

P. O. Box 5498, Tallahassee, Florida 32314 850-386-3191  
Employer Identification Number 59-1576733

**Invoice Number:** 26564

Roberta Allen  
Auditor-Controller  
Plumas County  
520 Main Street, Room 205  
Quincy, CA 95971

Project: OMB A-87 Cost Allocation Services FY14-15

Date: 03/30/2015 P.N.: 14-21-58-7102 Code: 01 P.D.: Payton

We greatly appreciate the opportunity to be of service to you!

**Terms:** Total amount due within 15 days of invoice date. A service charge of 1 1/2% per month will be assessed on any unpaid balance over 60 days.

RECEIVED  
APR 18 1966

## 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 MGT of America, Inc. (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A—Contractor's proposals (SB-90 & A-87 Cost Plan services), 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 be Six Thousand Dollars (\$6000.00) for SB-90 Claim services and Seven Thousand five hundred Dollars (\$7,500.00) for A-87 Cost Plan services.
3. Term. The term of this agreement shall be from August 1, 2013 through June 30, 2014.
4. 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.
5. 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.
6. 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.
7. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents,

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.

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

CONTRACTOR:

MGT of America, Inc.

COUNTY:

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

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

(Requires two signatures)

**EXHIBIT B**

**Fee Schedule**

Total Contract shall be in the amount of \$13,500.00

\$6000.00 for SB-90 services

\$7,500.00 for A-87 Cost Plan services

## WORK PLAN

### A. SB 90 State Mandated Costs

There are many steps in an SB 90 work plan; however, MGT has identified the following order of activities as the most important landmark events that must occur for the County to have a successful SB 90 claiming engagement.

- ❖ Initial kick-off meeting with the Auditor-Controller staff followed by meetings with representatives of all affected departments.
- ❖ Additional on-site meetings as needed in the remainder of the fiscal year.
- ❖ Review and update any department fiscal and program contacts within the County.

#### 1. Annual Claims

- ❖ Establish schedule and approach needed to complete all annual claims due to the state by each February 15<sup>th</sup>. This includes on-site interviews with all applicable department personnel for each annual claiming cycle, and all necessary direct and indirect cost data.
- ❖ Meet with affected department staff to discuss how the County complies with the specific mandated programs and assist the County to determine eligible costs based on the following criteria:
  - The test claim's statement of decision.
  - The California Commission on State Mandates approved parameters and guidelines.
  - The State Controller's claiming instructions.
  - How other municipalities around the state are complying with and interpreting the mandate.
- ❖ Prepare all necessary department-wide Indirect Cost Rate Proposals (ICRPs) in accordance with OMB A-87, if the resulting rate is above 10%.
- ❖ Receive claims from the County for single department SB 90 programs and review the claims for completeness, propriety, and eligibility of costs.
- ❖ Perform a quality assurance review of the County's SB 90 claims to ensure that they mesh with the associated department ICRPs.
- ❖ Discuss any proposed changes with the appropriate department and/or the Auditor-Controller.
- ❖ Provide the completed claims and ICRPs to the Auditor-Controller for review and signature.
- ❖ File the signed claims with the SCO prior to the deadline.

#### 2. New or First Time Claims

- ❖ Establish a schedule and approach needed to complete all new or first-time mandates, for which claiming instructions are issued by the State Controller's Office. Claims must be at least \$1,000 to be eligible to file with the State.
- ❖ Facilitate department staff describing how the County complies with the specific mandated programs and assist the County to determine eligible costs.

❖ **Supporting Documentation Collection**

- ❖ MGT will work with County departments to determine the documentation that must be submitted to the state as attachments to claims, and what documentation should be maintained in the County's files in case of the SCO inquiry or field audit. MGT will then collect only the documentation the SCO requires to be submitted.

**5. Orientation & Training for County Staff**

MGT will tailor its level of training to meet the needs of each department. Some of the key aspects of our orientation and training include:

- ❖ Provide electronic notification on upcoming mandate claims as soon as the parameters and guidelines for these programs are approved.
- ❖ Provide on-site training for both program and fiscal staff.
- ❖ Assist the County to establish relevant, defensible source documentation standards for each claim within each of the claiming departments.
- ❖ Provide perspectives related to how other agencies are interpreting and claiming each mandate to ensure nothing is missed.

**6. Claim Preparation**

Once data has been received from the County, MGT will prepare all eligible claims on its behalf using required SCO claim forms. These claims will include Direct Costs as well as Indirect Costs (including preparation of ICRPs).

**7. Filing Procedures**

MGT will provide the County's SB 90 Coordinator with a clear, understandable process for receiving the completed claims/ICRPs and obtaining the necessary signatures. There will be no points of confusion as to where the completed claims should be mailed, or who is responsible for making sure the claims are received and filed with the SCO on time.

**8. Remittance Tracking**

MGT will assist the County with all aspects of SCO remittance (payment information) tracking throughout the entire fiscal year. We will consistently:

- ❖ Provide copies of all claims receipts, declarations, and summary claiming reports to the County.
- ❖ Monitor and prepare a statement annually of the general payment status of all claims submitted on behalf of the County.

**9. Ongoing Support**

The claiming process is obviously the key aspect of this engagement, but the ongoing support services that MGT offers are important complimentary services to continuously upgrading the County's knowledge base, relations, and communications with the state and contract agencies, and anticipation of changes to the claiming process.

MGT of America's Scope of Services  
For the County of Plumas  
A-87 Cost Plan & SB90 Claiming Services

**Phase 4 – Finalize Plan and Provide On-going Assistance**

- ❖ After the Auditor-Controller and other key department personnel have approved the final cost allocation plan we will prepare supplemental schedules, management reports, compliance verbiage and certifications as necessary or requested.
- ❖ Provide cost plans in hard copy and electronic files usable by the County for distribution and analysis purposes.
- ❖ Submit the finalized plan to the State Controller by the approved/extended deadline.
- ❖ Should the cognizant agency not approve the plan or rates, we will modify the analysis until accepted. Based on our experience with both the State Controller's Office, we do not anticipate any audit issues.
- ❖ In the event of an audit, MGT will make all work papers available to those persons conducting the audit and shall additionally provide a maximum of two hours of consultations with the State and/or County.

**PROPOSED COST**

MGT's proposed fixed price fee for professional services described within this proposal is as follows.

C O S T A L L O C A T I O N P L A N & S B 9 0 S E R V I C E S		
OMB A-87 Cost Plan	SB90 Claiming	Total Professional Fees
\$7,500	\$6,000	\$13,500
FIXED FEE, BILLABLE ON MILESTONE ACHIEVEMENT		

MGT will invoice for services as follows:

***SB 90 Claiming***

- ❖ Annual claims 50% September 15<sup>th</sup> of each fiscal year, and 50% after February 15<sup>th</sup>.
- ❖ New claims 100% after the claims are submitted to the State Controller's office each fiscal year.

***Cost Allocation Plan***

- ❖ 60% upon submission of initial draft cost plan to County.
- ❖ 25% upon submission of cost plan to State Controller's Office.
- ❖ 15% upon approval of cost plan by the State Controller's Office and completion of all services.

JN: 1 GENERAL  
ACTIVITY: 11 FINANCEFUND: 0001 GENERAL  
DEPARTMENT: 20040 AUD-CNTRLR

(1) ACCOUNT	(2)	(3) 2012-13 ACTUAL	(4) 2013-14 ACTUAL	(5) 2014-15 BUDGET	(6) 2014-15 ACTUAL	(7) REQUESTED	(8) APPROVED BASE	(9) APPROVED ADJUSTMENTS	(10) APPROVED
<b>52 SERVICES &amp; SUPPLIES (CONTINUED)</b>									
520902	VEHICLE MAINTENANCE	139	62	150	57	0	-----	-----	-----
520940	SAFETY EQUIPMENT/EXPENSES	4,295	776	4,106	2,325	0	-----	-----	-----
521102	FUEL - VEHICLE	395	492	100		0	-----	-----	-----
521600	MEMBERSHIPS/ANNUAL DUES		599	700	699	0	-----	-----	-----
521800	OFFICE EXP	2,661	3,047	3,029	2,556	0	-----	-----	-----
521900	PROFESSIONAL SVC	70,092	61,010	63,330	63,320	0	-----	-----	-----
524400	SPECIAL DEPARTMENT EXP					0	-----	-----	-----
524870	TEST -EMPLOYEE MED/IMMUN	40		40		0	-----	-----	-----
525000	OVERHEAD					0	-----	-----	-----
525119	LIABILITY SELF-FND INS	1,805	2,197	316	316	2,095	-----	-----	-----
527000	TRAINING			500	348	0	-----	-----	-----
527500	TRAVEL- OUT OF COUNTY	3,262	5,518	5,500	4,560	0	-----	-----	-----
*52 SERVICES & SUPPLIES		93,922	85,038	91,206	85,602	2,095	-----	-----	*
*20040 EXPENDITURES		585,823	667,770	709,242	600,321	632,435	-----	-----	*
*20040 AUD-CNTRLR	EXPENDITURES	585,823	667,770	709,242	600,321	632,435	-----	-----	*
	LESS REVENUES	108,311	124,759	102,600	101,805	0	-----	-----	
	PRIOR YEAR FUND BALANCE	477,513	543,011	606,642	498,515	632,435	-----	-----	

Prof Services 521900 - 14/15 Expenditures

Craig Goodman 600,000

MGT (A-87 Cost Plan) 7,500

Nyhart Co. (Actuarial  
for OPEB) 6,990

74,490

NO: 1

2015-16 BUDGET WORKSHEET  
DEPARTMENT DETAIL

DATE: 05/18/2015 TIME: 18:04

FUND: 0001 GENERAL  
DEPARTMENT: 20040 AUD-CNTRLRFUND: 0001 GENERAL  
DEPARTMENT: 20040 AUD-CNTRLR

(1)	(2)	(3) 2012-13 ACTUAL	(4) 2013-14 ACTUAL	(5) 2014-15 BUDGET	(6) 2014-15 ACTUAL	(7) REQUESTED	(8) APPROVED BASE	(9) APPROVED ADJUSTMENTS	(10) APPROVED
ACCOUNT									
<b>45 CHARGES FOR SERVICES</b>									
45005	SB 2557 COLLECTION CHARGE	5,204	3,968	3,500	4,700	0			
45020	AUDITING-ACCOUNTING FEES	36,267	40,257	30,000	35,687	0			
45080	CIVIL PROCESS SERVICES	526	180	100		0			
*45 CHARGES FOR SERVICES		41,998	44,406	33,600	40,388	0			*
<b>46 OTHER REVENUE</b>									
46059	SAFETY INCENTIVE	56,284	69,098	59,000	60,000	0			
46251	REIMBURSEMENTS/REFUNDS	10,029	10,004	10,000		0			
*46 OTHER REVENUE		66,313	79,102	69,000	60,000	0			*
<b>48 TRANSFER</b>									
48000	TRANSFER		1,251		1,418	0			
*48 TRANSFER			1,251		1,418	0			*
*20040 REVENUES		108,311	124,759	102,600	101,805	0			*
<b>51 SALARIES &amp; BENEFITS</b>									
51000	REGULAR WAGES	318,587	383,694	409,855	346,496	424,891			
51020	OTHER WAGES	2,519	7,184	2,000		2,000			
51060	OVERTIME PAY		62			0			
51070	UNEMPLOYMENT INSURANCE	474	492	996	996	1,076			
51080	RETIREMENT	56,836	68,371	82,303	69,328	94,045			
51081	OPEB LIABILITY		4,874	4,874	4,874	4,874			
51090	GROUP INSURANCE	83,238	80,794	76,530	58,390	60,354			
51100	FICA/MEDICARE OASDI	23,695	28,613	32,103	25,506	33,028			
51110	COMPENSATION INSURANCE	4,831	6,751	7,406	7,406	8,103			
51120	CELL PHONE ALLOW	960	960	960	840	960			
51150	LIFE INSURANCE	763	938	1,010	884	1,010			
*51 SALARIES & BENEFITS		491,902	582,733	618,036	514,719	630,340			*
<b>52 SERVICES &amp; SUPPLIES</b>									
520201	PHONE - LAND LINE (S)	1,686	1,643	1,700	972	0			
520210	POSTAGE/SHIP, MAIL COST	6,024	6,313	5,580	4,883	0			
520220	PAPER/PAPER SUPPLIES	339	90	1,140	902	0			
520221	ENVELOPES			620	577	0			
520227	FOLDERS/FILES/BINDERS			130	127	0			
520230	COPY CHARGES					0			
520243	WARRANTS			785	783	0			
520250	COPY MACHINE LEASE	3,185	3,290	3,480	3,177	0			



## ALCOHOL AND OTHER DRUG SERVICES

5E

270 County Hospital Road, Suite 111, Quincy, CA 95971  
Treatment (530) 283-7050 Prevention (530) 283-6118

**Date:** May 21, 2015  
**To:** Honorable Board of Supervisors  
**From:** Louise Steenkamp, AODS Director  
**Agenda:** Item for BOS meeting on June 9, 2015

---

**Item Description/Recommendation:**

Approve a budget transfer of \$8,325 from Regular Wages (51000) to Other Wages (51020) and Cell Phone Allowance (51120). Discussion and possible action.

**Background Information:**

The action of the Board of Supervisors today will approve a Budget Transfer to accurately reflect line item needs that were unknown at the time of FY 14/15 budget approval.

\$7,750 for Other Wages, 51020- Effective September 29, 2015 AODS hired an Extra Help Substance Use Disorder Specialist to accommodate the increased needs from interdepartmental and outside agency referrals, along with self-referrals. The hiring of additional counselors was also a recommendation of the Grand Jury.

\$575 for Cell Phone Allowance, 51120- 2.0 FTE began employment after the commencement of FY 14/15, and the need to reimburse for the use of their cell phone was not accommodated for.

Copies of the Budget Transfer are attached for your review.

Thank you for your consideration.

**COUNTY OF PLUMAS  
REQUEST FOR BUDGET APPROPRIATION TRANSFER  
OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER

(Auditor's Use Only)

Department: **AODS**      Dept. No. **70580**      Date **5/4/2015**

The Reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input checked="" type="checkbox"/>	Transfers to/from or new Fixed Asset, out of a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets, out of 51XXX	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

x TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR  SUPPLEMENTAL EXPENDITURE ACCOUNTS

CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

UNBUDGETED REVENUE				
FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0016	70580	51020	Other Wages	\$ 7,750.00
0016	70580	51120	Cell Allowance	\$ 575.00
Total (must equal transfer total)				\$ 8,325.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

COPY

RECEIVED

MAY 05 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.

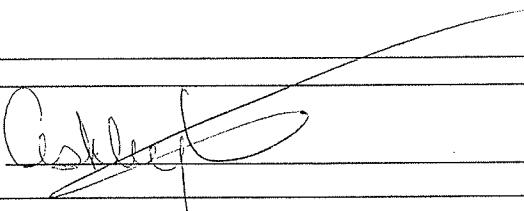
A) Needs unknown at time of budget

B) Overall budget remains the same

C) Cover FY 14/15 Salary & Benefits

D)  

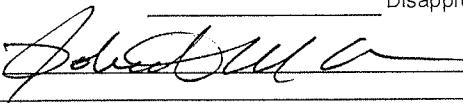
Approved by Department Signing Authority:



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.



# UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION

5F

PLUMAS-SIERRA COUNTIES  
208 FAIRGROUNDS ROAD  
QUINCY, CA 95971

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

22 – May - 2015

To: Honorable Board of Supervisors

From: Holly George, County Director

RE: Plumas-Sierra 4-H Youth Development Program Update

University of California Cooperative Extension programs started in Plumas and Sierra Counties in 1946. The 1947 Memorandum of Agreement between the Sierra County and Plumas County Boards of Supervisors brought education and applied research services from the University to both counties. In cooperation with local agricultural leaders and representatives from Indian Valley and Sierra Valley Granges 4-H clubs started forming across the two counties and in March 1956 the Plumas-Sierra Bi-County 4H Council was formed.

In December 2014 the Plumas County Board of Supervisor signed an Agreement with the Regents of University of California to help support the Plumas-Sierra 4-H Program Coordinator position. Kari O'Reilly was hired for this job the end of February 2015. She has spent the last few months getting to know colleagues and clientele, understand local and state policies and procedures. She has also been reaching out to community members to explore opportunities to enhance our traditional club program and expand youth development program delivery modes to engage more people in an array of programing to enrich the lives and encourage leadership and community development in our young people.

Our presentation at the June 2<sup>nd</sup> Board meeting is purely informational.

# DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [gaylatrumbo@countyofplumas.com](mailto:gaylatrumbo@countyofplumas.com)



56

**DATE:** May 22, 2015

**Gayla S. Trumbo**  
Human Resources Director

**TO:** The Honorable Board of Supervisors

**FROM:** Gayla Trumbo, Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JUNE 2, 2015.

1. ADOPT RESOLUTION TO ADD THE POSITION OF MECHANIC/SHOP TECHNICIAN TO THE CLASSIFICATION PLAN AT THE SALARY RANGE OF 1652.
2. ADOPT RESOLUTION TO AMEND THE 2014-2015 POSITION ALLOCATION OF THE PUBLIC WORKS DEPARTMENT 20521 TO REFLECT A DECREASE OF 1.0 FTE POWER EQUIPMENT MECHANIC II AND ADD 1.0 FTE MECHANIC/SHOP TECHNICIAN.
3. APPROVE REQUEST TO FILL 1.0 FTE MECHANIC/SHOP TECHNICIAN.

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### **IT IS RECOMMENDED THAT THE BOARD:**

1. Adopt Resolution to add the position of Mechanic/Shop Technician to the Classification Plan at Salary Range 1652.
2. Adopt Resolution to amend the 2014-2015 Position Allocation of Public Works to reflect a decrease of 1.0 FTE Power Equipment Mechanic II and add 1.0 FTE Mechanic/Shop Technician.
3. Approve request to fill 1.0 FTE Mechanic/Shop Technician.

### **BACKGROUND AND DISCUSSIONS:**

I have been working with the Public Works Department Deputy Director, Equipment Maintenance Supervisor, Fiscal Officer/Administrative Service Manager and the Public Works Director, Mr. Robert Perreault to create a new classification of Mechanic/Shop Technician. The need for this new classification is mainly due to the detailed data tracking needed by the department to comply with the federal and state reporting requirements. As an example,

California Air Resources Board (C.A.R.B.) requires detailed records of all equipment that include but not limited to Heavy-Duty Vehicle Inspection Program, Periodic Smoke Inspection Program, tracking all equipment hours, mileage and maintenance. In addition, there is a need to keep accurate records of the entire Public Works Fleet by utilizing the Computerized Fleet Analysis (CFA) program. This is necessary to maintain a safe fleet and track the equipment maintenance that is required by Department of Transportation (D.O.T.).

In addition, this position would also track the stock records and inventory of the Mechanics Shop. Assist with maintaining work orders and variety of office files and records. Prepare various reports, obtaining quotes, order supplies and materials as needed.

The County classification plan does not currently include a position that incorporates a Mechanic's functions, with the level of computer skills necessary to perform the various computer functions. By having a position that can assist in mechanical repairs of equipment; and complete the computer data entry, maintenance logs, and compiling this information for the federal and state reporting requirements will be a great asset to the department. The department has tried several ways to complete these task including having the various mechanics entering data regarding the equipment they have worked on. However, it has been found that this is not productive. It was taking time away from repairs and though some mechanics do have computer skills others were lacking and struggling in this area. As a result many data entry errors into the system was taking place. By creating the Mechanic/Shop Technician position, it is felt that this position would be able to handle all data entry for the various tracking and reporting requirements of the department. By having one person handling this function it will bring more accuracy to this function but still provide someone that can assist in mechanical repairs.

At this time Public Works has a vacant allocated and funded position of Power Equipment Mechanic II. The proposed salary for the Mechanic/Shop Technician is 1652 which is at the same level as the Power Equipment Mechanic II. This is due to the complexity of the tracking data entry and reporting requirement along with the ability to complete mechanical repairs of vehicles and equipment of the department. Therefore, the Public Works Director would like to change his department's allocation by decreasing 1.0 FTE Power Equipment Mechanic II and add 1.0 FTE Mechanic/Shop Technician. This change would result in a status quo total number of allocation for Public Works.

A request to meet and confer on this new classification of Mechanic/Shop Technician was made to Operating Engineers. Operating Engineers Representative Mr. Gregory Ramirez responded that the Union has no issues with this moving forward.

At this time I request that the Board approve resolution to add the position of Mechanic/Shop Technician at range 1652 to the County Classification Plan. I also recommend that the Board approve resolution to amend the 2014-2015 Position Allocation to reflect the decrease of 1.0 FTE Power Equipment Mechanic II and add 1.0 FTE Mechanic/Shop Technician. Lastly Mr. Perreault would like your approval to fill this position.

Thank you for your time and consideration of this agenda item.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO AMEND THE COUNTY CLASSIFICATION PLAN TO  
INCLUDE THE JOB DESCRIPTION OF MECHANIC/SHOP TECHNICIAN**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

**WHEREAS**, during the fiscal year needs may arise to amend the Classification Plan; and

**WHEREAS**, Public Works Director Mr. Robert Perreault and the Human Resources Director Ms. Gayla Trumbo have worked to arrive at a new classification of Mechanic/Shop Technician at the salary range of 1652; and

**WHEREAS**, the position of Mechanic Shop Technician will address a need at the Public Works Department regarding the tracking necessary to stay in compliance with federal and state reporting requirements; and

**WHEREAS**, the Human Resources Director meet and conferred with Operating Engineers regarding this new classification and salary range. The Union has no issues with the County moving forward with this change.

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

The County's classification plan is hereby amended to include the Mechanic/Shop Technician at the salary range of 1652.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 2nd day of June, 2015 by the following vote:

<b>AYES:</b>	Supervisors
<b>NOES:</b>	Supervisors
<b>ABSENT:</b>	Supervisors

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Chairperson, Board of Supervisors

ATTEST:

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Clerk of the Board

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO AMEND PLUMAS COUNTY POSITION ALLOCATION  
FOR BUDGET YEAR 2014-2015 WITHIN 20521 PUBLIC WORKS**

**WHEREAS**, the Board of Supervisors, through adoption of the budget allocates positions to the various county departments each fiscal year; and

**WHEREAS**, Public Works Director Mr. Robert Perreault brought forward a need for a new classification of Mechanic/Shop Technician; and

**WHEREAS**, Mr. Perreault has requested a reduction of 1.0 FTE Power Equipment Mechanic II, which at this time is allocated and funded within his department; and add 1.0 FTE Mechanic/Shop Technician to his department 20521; and

**WHEREAS**, the total allocated positions for Public Works will remain the same

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

Approve the amendments to the Position Allocation for budget year 2014-2015 to reflect the following:

<b><u>Public Works</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>
Power Equipment Mechanic I or II	6.00	5.00
Mechanic/Shop Technician	.00	1.00

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 2nd day of June 2015 by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors

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Chairperson, Board of Supervisors

ATTEST:

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Executive Clerk/Board of Supervisors

**Mechanic/Shop Technician****DEFINITION**

Under general supervision, job entails inspecting, maintaining and repairing automotive vehicles and equipment. Obtain quotes, order parts; perform a variety of office assistance assignments; data entry. Responsible for receiving merchandise and inventorying items received. Maintain stocking and storage of goods; maintain inventory records and related functions. To do related work as required.

**DISTINGUISHING CHARACTERISTICS**

The incumbent in this class diagnose a variety of mechanical problems and performs minor adjustments and repair work on both automotive vehicles and equipment. The ability to identify problems quickly, a good knowledge of vehicles, ability to learn new technology and repair service procedures and specifications and should be able to operate electronic diagnostic equipment.

Requires good communication skills, background experience in purchasing, inventory control and warehousing functions is needed. Computer proficiency is a must. Good reading and mathematical skills, ability to manage time efficiently and effectively, good skills for interacting and coordinating work within the organization.

**REPORTS TO**

Equipment Maintenance Supervisor.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **MECHANIC/SHOP TECHNICIAN – 2**

### **EXAMPLES OF DUTIES**

- Perform maintenance and repair work on a wide variety of automotive vehicles and equipment.
- May assist with and receive training on heavy equipment and other specialized mechanical work.
- Pick up and deliver supplies.
- Repair tires and tubes.
- Assists mechanics with locating and ordering parts for aspects of maintenance and repair of automotive and construction equipment.
- Variety of research functions and use of word processing, spreadsheets and CFA Software.
- Prepares reports, order supplies and materials needed.
- Assists with maintaining work orders and a variety of office files and records.
- Coordinates with suppliers for the receiving of supplies, validating the documents and reports in accord with the unloaded merchandise, making note of any discrepancies and reporting to the supervising authorities.
- Managing all the stock records and inventory lists, prepare reports of inventory balances; picks up and delivers supplies.
- Serves as office assistant answering the telephone, providing information and referring calls to others.
- Implements shop safety practices and procedures.
- Discusses work progress with supervisor and attend meetings.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand, walk, stoop, kneel and crouch; physical ability to lift and carry objects weighing up to 50 pounds unassisted; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of equipment including hand and power tools, electrical testing equipment, computer, telephone, calculator, copier and fax.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office and shop environment; occasionally works outside; exposure to smoke, gasses and fumes; exposure to hazards such as moving equipment, machine parts and electrical current; continuous contact with staff.

## **MECHANIC/SHOP TECHNICIAN – 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Methods, materials, tools, and equipment used in testing, adjustment and repair of automotive and minor equipment.
- Shop management methods and procedures..
- Principles and methods used in a program of preventative maintenance.
- Establishment and maintenance of filing and information retrieval systems.
- Safe work practices.
- Purchasing methods and procedures.
- Receiving methods and procedures.
- Inventory methods and procedures.
- Personal computers and software applications related to vehicle and equipment parts ordering and record keeping.

#### **Ability to:**

- Perform, test, adjust and repair automotive and minor equipment.
- Read shop and repair manuals.
- Understand and follow oral and written directions.
- Inspect and accurately diagnose mechanical defects.
- Skillfully use a variety of hand and power tools.
- Use a personal computer and appropriate software for record keeping functions, parts ordering and reports.
- Exercise significant responsibility in the development, maintenance and control of the department inventory and stock on hand.
- Efficiently respond to inquiries and provide assistance to other County staff and vendors.

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

At least two (2) years of mechanical work experience performing a variety of tasks, proficient computer ability and customer relations, retail and/or merchandising.

## **MECHANIC/SHOP TECHNICIAN – 4**

**Special Requirements:** Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



5H

## 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: June 2, 2015

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: Discussion and possible action regarding proposed revisions to Plumas County's "Rules and Regulations for Rental of Plumas County Facilities, Grounds and Parks"; and approve new form "Facility Use Agreement" as submitted; approved as to form by County Counsel

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### Background

Plumas County Facility Services has proposed revisions to Plumas County's "Rules and Regulations for Rental of Plumas County Facilities, Grounds and Parks." The current form had not been updated for a number of years and required modifications to the terms of use. The purpose of this update is to provide fair access when renting County facilities, grounds, and parks to organizations and members of the public.

### Recommendation

Discussion and possible action regarding proposed revisions to Plumas County's "Rules and Regulations for Rental of Plumas County Facilities, Grounds and Parks"; and approve new form "Facility Use Agreement" as submitted; approved as to form by County Counsel

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



## **DEPARTMENT OF FACILITY SERVICES & AIRPORTS**

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

**Dony Sawchuk**  
Director

### **RULES AND REGULATIONS FOR RENTAL OF PLUMAS COUNTY FACILITIES, GROUNDS, AND PARKS**

#### **INTRODUCTION**

1. These rules are applicable to all persons and organizations renting COUNTY facilities, grounds, or parks. They do not apply to common, non-exclusive use of facilities, grounds, or parks during the times when such facilities are open to the public.
2. Rental agreements for use of COUNTY facilities, grounds, or parks are in the nature of a revocable license.
3. All persons using COUNTY facilities, grounds, or parks do so at their own risk.
4. At all times, users shall obey all federal, state and local laws applicable to the proposed use.
5. Failure to obey all laws, or to meet any obligation under this agreement, shall be good cause for the COUNTY to refuse to issue similar permission to the user in the future. Any infraction of these regulations shall be cause for refusal of any further use of any facilities, grounds, or parks, and/or revocation of the license to use said location. County reserves the right to request any location be vacated, when in its sole discretion, it makes a determination that such action is needed as a result of non-compliance with these rules or the potential for injury to persons or property.

#### **DEFINITIONS**

6. "Community Groups" are pre-existing, local organizations with some common tie or bond, such as a religious, social, political or service orientation. "Community Groups" include and would be similar in nature to the following organizations: Lions, Soroptimists, League of Women Voters, Republican/Democratic Parties, Elks, Kiwanis, Sorority Groups, Rainbow Girls, Daughters of American Revolution, etc. "Dances (civic community groups)" are defined as dances held by an organization meeting the above definition. Community Groups shall also include various nonprofit corporations and associations whose services or functions are for the overall benefit of the community.
7. "Commercial Enterprises" are functions held with a commercial or profit-oriented goal, and would normally have established costs or fees for participants or attendees.

#### **FEES**

8. All Plumas County organizations, whose memberships consist exclusively of U.S. Veterans, and all authorized auxiliary units of these organizations, shall have use of the Memorial Halls without charge.
9. County and City Government agencies shall have use of any location, without charge, for official meetings, elections, town meetings, and similar activities, providing said use is scheduled according to these regulations.
10. The Plumas County Board of Supervisors, upon formal request, reserves the right to waive any facility rental fees or deposits for Community Groups as defined above where (1) the event being conducted by the Community Group will further a governmental purpose and (2) such waiver will not result in a gift of public funds under California law. Both the request for and Board consideration of

the request for waiver of rental fees must be made in advance before the proposed event. Requests for fee/deposit waivers may be made to the Clerk of the Board at [pcbs@countyofplumas.com](mailto:pcbs@countyofplumas.com).

11. All other users, whether public or private, individuals or groups, must pay for the use of the facilities, grounds, or parks according to the current COUNTY master fee schedule.
12. A security deposit for cleaning and/or damage will also be required at the time of the reservation.
13. All fees shall be payable to the County of Plumas and shall be deposited with the Department of Facility Services, 198 Andy's Way, Quincy, CA 95971, (530) 283-6299 (or as otherwise directed by the Director of Facility Services):

## RESERVATIONS AND SCHEDULING

14. All Plumas County organizations, whose memberships consist exclusively of U.S. Veterans, and all authorized auxiliary units of these organizations, shall have priority with respect to scheduling and use of the Memorial Halls. This priority does not permit reservation of a facility after the County's receipt of rental fees from another party for use on a given date.
15. Reservations for use shall be accepted on a first come, first serve basis. Applications for use and payment are to be received at least fourteen (14) days in advance of the event. To receive a refund, cancellations must be made at least fourteen (14) days prior to the event.
16. **[OPTION 1]** In order to ensure that members of the community have reasonable access to the facilities to hold events during the weekends, users may reserve a facility, grounds, or park a maximum of one weekend (either Saturday, Sunday, or a consecutive Saturday and Sunday) per calendar quarter (i.e., four times per year). This restriction does not apply to weekday use.

## **OR**

**[OPTION 2]** Ongoing weekend rentals of facilities (i.e., every Saturday, Sunday, or both Saturday and Sunday) may only be made on a contingency basis. This means that if another party reserves a particular weekend date at least fourteen (14) days prior to such date, then that reservation shall take precedence over the ongoing event and the ongoing event shall have no right to use the facility on the date of the reservation. The ongoing event shall receive a refund of any previously paid fees associated with such date.

## ENTRY AND USE

17. The Applicant and event organizers are responsible for ensuring that persons attending the event comply with all rules and regulations set forth herein.
18. Entry and use of the facility, grounds, or park is limited to only the area scheduled and approved for use.
19. If the event attendance exceeds 200 persons, and no restrooms are provided at the location, user shall provide portable restroom facilities. In this case, one (1) unit per fifty (50) persons attending the event shall be provided.
20. If user requires electrical power or water for events scheduled on the grounds of the County Courthouse or Dame Shirley Plaza, arrangements must be made with the Dept. of Facility Services at least five (5) days in advance.
21. Rice is not permitted to be thrown at weddings or other events. Birdseed may be used.
22. Building furnishings, property, or equipment shall not be removed from any facility, nor shall same be loaned for use elsewhere, or altered or changed. User shall not change or disturb equipment, trees, plants or other landscaping.
23. No tape, glue or staples are to be used on any interior or exterior surfaces.
24. Kitchens in the Memorial Halls and the Greenville Town Hall may not be rented or leased by individuals for commercial purposes unless said kitchens are in compliance with the "California Restaurant Act," commencing with Section 28520 of the Health and Safety Code. This requirement shall not apply to the following:
  - (a) Churches, church societies, private clubs or other non-profit associations of a religious, philanthropic, civic improvement, social, political, or educational nature, which purchase

food for sale at a reasonable charge to their members or the general public at occasional (less than three (3) per year) fund raising events.

(b) Churches, church societies, private clubs or other non-profit associations of a religious, philanthropic, civic improvement, social, political, or educational nature, which purchase food or beverages, or receive donations of same, for service without charge to their members.

25. Adult supervision must be maintained by at least one adult for every twenty (20) minors present. These adults must be on hand at all times during any use of the facility, grounds, or park, or portion thereof.

26. Occupancy of any facility, grounds, or park shall not exceed the designated occupancy load. The Dept. of Facility Services shall inform the user of the applicable occupancy load at the time of the reservation.

#### ALCOHOL USE

27. All users who wish to sell alcohol at their event must obtain a special daily license from the Department of Alcoholic Beverage Control. Details are available from the Department of Facility Services.

28. There shall be no alcoholic consumption by minors.

29. The user understands that they are responsible for any personal injury or property damage that occurs during or after the event which is related to alcohol being served and consumed at the event.

30. The minimum amount of \$1,000,000 (one million dollars) in general liability insurance covering the use of alcoholic beverages is required prior to any event serving alcohol. The COUNTY shall be named as additionally insured. The COUNTY prior to the event shall receive a certificate of insurance. The user and user's insurance shall defend the COUNTY and hold it harmless of any and all claims.

#### AFTER THE EVENT

31. Upon leaving the building, a check shall be made for any fire hazard, lights must be turned off and all doors and windows must be securely locked.

32. All persons and organizations using the facility, grounds, or park will be held responsible for IMMEDIATE CLEAN UP AND FOR THE REMOVAL OF THEIR PROPERTY AFTER THE EVENT. The user shall immediately pick up and remove any trash, litter, debris, or personal property remaining at the conclusion of the event.

33. Any birdseed thrown for weddings or other events shall be cleaned up prior to the security deposit being released. All decorations shall be removed at the end of the event.

34. The County is in no way responsible for any personal or other property being brought into or left at the facility, grounds, or park.

35. Keys are to be returned on first business day following the event before 4:00 pm. Keys shall be returned to the location from which the keys were obtained.

#### RETURN OF DEPOSIT/DAMAGE CLAUSE

36. All persons or organizations having use of any facility, grounds, or park, or any portion thereof, will be held strictly responsible financially for any damage.

37. The person signing this agreement for the user shall be personally responsible to the COUNTY for any failure by the user to faithfully perform his/her obligations, as described herein and in the agreement for use of the COUNTY facilities/grounds. The COUNTY may hold the person liable for any damages incurred.

38. Charges for damages shall first be applied against any security deposit previously paid by the user. If the amount of the damages is less than the amount of the deposit, the balance shall be refunded to the user.

39. Damages in excess of the amount of any security deposit previously paid by the user shall be invoiced to the user at the address provided on the application. In such case, there shall be no refund of the security deposit, which shall be applied to the cost of repairing the damages.
40. Providing there is no damage and the facility is left clean, security deposits will be refunded within twenty (20) business days following the event. For ongoing rentals, the security deposit will be refunded within twenty (20) business days of the final occurrence of the event.



Julie A. White  
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

6A

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

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

**DATE:** May 26, 2015

**TO:** The Honorable Plumas County Board of Supervisors, sitting as the Board of Directors for the Plumas County Public Facilities Corporation (PCPFC)

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

**SUBJECT:** Plumas County Public Facilities Corporation Officers (PCPFC)

**Recommendation:** Approve updated Bylaws for the PCPFC

**Background and Discussion:** The PCPFC was formed as a separate legal entity from the County of Plumas and was designed to provide the County with a tool for financing the acquisition, construction, improvement and remodeling of public facilities. The Bylaws of the PCPFC have needed updating for quite some time. Some of the main changes were to make the Board of Supervisors automatically be the Board of Directors for the PCPFC. The Secretary and Treasurer positions have been split into separate offices. There was elimination of provisions relating to how meetings are to be conducted so they do not conflict with the Brown Act. There are no members to the corporation now, only directors. These changes were provided by Steve Mansell of the Plumas County Counsel's office.

Thank you for your time.

BYLAWS  
OF  
PLUMAS COUNTY PUBLIC FACILITIES CORPORATION  
(A California Nonprofit Public Benefit Corporation)

**ARTICLE I**  
**NAME**

The name of this Corporation shall be PLUMAS COUNTY PUBLIC FACILITIES CORPORATION.

**ARTICLE II**  
**OFFICES**

**Section 2.01. Principal Executive Office.** The principal executive office for the transaction of the business of the Corporation shall be located at 520 Main Street, Room 309, Quincy, California 95971. The Directors may change the principal executive office from one location to another. Any change of location shall be noted by the Secretary opposite this section or this section may be amended to state the new location.

**Section 2.02. Other Offices.** The Directors may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to do business.

**ARTICLE III**  
**OBJECTIVES AND PURPOSES**

**Section 3.01. General Purposes.** This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public purposes.

**Section 3.02. Specific Purposes.** The specific purposes for which the corporation is organized are to acquire and lease real property, public improvements and related equipment and any necessary and appurtenant property related thereto to the County of Plumas, to obtain financing for the purchase of said real property, public improvements and related equipment through the assignment of rights under and pursuant to the lease agreements with the County of Plumas and/or the issuance of bonds or the sale of certificates of participation) and to take any and all other actions necessary and appropriate in order to accomplish the aforesaid public purposes.

**ARTICLE IV**  
**DEDICATION OF ASSETS**

This Corporation is organized as a nonprofit public benefit corporation without capital stock. The property of this Corporation is irrevocably dedicated to public purposes, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any Director or officer of this Corporation, or to the benefit of any private person, firm or corporation.

Upon the dissolution or winding up of this Corporation, its assets remaining after payment, or

provision for payment, of all debts and liabilities of this Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for public purposes and which has established its tax exempt status under Section 501(c)(4) of the Internal Revenue Code of 1986, as amended.

## ARTICLE V MEMBERS

The persons serving on the Board of Directors of the Corporation shall be the sole Members of the Corporation, and upon ceasing to be a Director of the Corporation shall cease to be a Member thereof. Pursuant to Section 5310(c) of the Government Code, the Corporation shall operate in the same manner as a corporation with no members.

## ARTICLE VI DIRECTORS; MEETINGS OF THE BOARD

**Section 6.01. General Corporate Powers.** Subject to the provisions of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations in the Articles of Incorporation and the Bylaws, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of a Board of Directors. No Director shall be responsible for any error in judgment or for anything that he or she may do or refrain from doing in good faith.

**Section 6.02. Specific Powers.** Without prejudice to the general powers set forth in Section 6.01, and subject to the same limitations, the Directors shall have the power to:

- (a) Determine and adopt an annual budget for the Corporation covering basic administration of the Corporation and its necessary ongoing activities.
- (b) Change the principal executive office from one location to another in the State of California and designate any place within or outside California for the holding of meetings.
- (c) Select and remove all officers, agents and employees of the Corporation; prescribe any powers and duties for them that are consistent with law, the Articles of Incorporation and these Bylaws; fix their compensation; and require from them security for faithful performance as deemed necessary.

**Section 6.03. Number of Directors.** The number of authorized Directors shall be five (5) until changed by amendment of the Articles of Incorporation or by amendment of the Bylaws.

**Section 6.04. Appointment and Qualification of Directors.** The Board of Supervisors of the County of Plumas is the *ex officio* Board of Directors of the Corporation.

**Section 6.05. Brown Act.** All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961) or any successor legislation hereinafter enacted.

**Section 6.06. Annual Meeting.** An annual meeting for the election of officers, approval of the annual budget, and the transaction of other business shall be held during December of each year, concurrent with a regular meeting of the Board of Supervisors of the County of Plumas.

**Section 6.07. Quorum and Voting-** A majority of the Directors shall constitute a quorum for the transaction of business. All acts and decisions of the Corporation must be approved by a simple majority of the Directors present at a meeting duly held at which a quorum is present, unless a greater number is required by law or by the Articles of Incorporation. Every act or decision approved in this fashion at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, subject to the provisions of the California Nonprofit Public Benefit Corporation Law, especially those provisions relating to (a) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (b) appointment of committees, and (c) indemnification of Directors.

**Section 6.08. Fees and Compensation of Directors.** Directors and committee members shall receive no compensation for their services as Directors or committee members.

## **ARTICLE VII COMMITTEES**

The Board of Directors may by resolution designate one or more committees, each consisting of two or more Directors, to serve at the pleasure of the board, with such powers and authority, subject to the requirements of the Nonprofit Public Benefit Corporation Law, as may be provided in such resolution.

## **ARTICLE VIII OFFICERS**

**Section 8.01. Officers.** The officers of the Corporation shall be a Chair, a Vice-Chair, an Executive Director, a Secretary, and a Treasurer. The Corporation may also have, at the discretion of the Board of Directors, one or more assistant secretaries, one or more assistant treasurers and such other subordinate officers as may be appointed by the Board of Directors.

**Section 8.02. Election and Appointment of Officers.** The Chair and Vice-Chair of the Board of Supervisors of the County of Plumas shall serve as the *ex officio* Chair and Vice-Chair of the Corporation, respectively. The County Administrative Officer of the County of Plumas, or in the event the office of County Administrative Officer is vacant, the Director of Facility Services for the County of Plumas, shall serve as the *ex officio* Executive Director. The Clerk of the Board of Supervisors of the County of Plumas shall serve as the *ex officio* Secretary of the Corporation. The Treasurer of the County of Plumas shall serve as the *ex officio* Treasurer. Other officers of the Corporation may be chosen from time to time by the Board of Directors, and each shall serve at the pleasure of the Board.

**Section 8.03. Removal of Officers.** Any officer not serving in an *ex officio* capacity may be removed, with or without cause, by the Board of Directors at any regular or special meeting of the

board or by an officer on whom such power of removal may be conferred by the Board of Directors.

**Section 8.04. Resignation of Officers.** Any officer not serving in an *ex officio* capacity may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

**Section 8.05. Chair of the Board.** The Chair of the Board shall preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the Bylaws. In addition, the Chair of the Board shall be the chief executive officer of the Corporation and, subject to the control of the Board of Directors, shall generally supervise, direct and control the business and the officers of the Corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

**Section 8.06. Vice Chair.** In the absence or disability of the Chair, the Vice Chair shall perform all the duties of the Chair and, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the Chair. The Vice Chair shall have such other powers and perform such other duties from time to time as may be prescribed by the Board of Directors or the Chair of the Board.

**Section 8.07. Secretary.** The Secretary shall attend to the following:

(a) Book of Minutes. The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of Directors and committees of Directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present and the proceedings of such meetings.

(b) Notices and Other Duties. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors required by the Bylaws to be given. He or she shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

**Section 8.08. Treasurer.** The Treasurer shall be the chief financial officer of the Corporation, and shall attend to the following:

(a) Books of Account. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

(b) Deposit and Disbursement of Money and Valuables. The Treasurer shall deposit all money and other valuables in the name and to the credit of the Corporation with

such depositories as may be designated by the Board of Directors; shall disburse the funds of the Corporation as may be ordered by the Board of Directors; shall render to the Chairman and directors, whenever requested, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation; and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

(c) **Bond.** If required by the Board of Directors, the Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of his office and for restoration to the Corporation of all its books, papers, vouchers, money and other property of every kind in his possession or under his control on his death, resignation, retirement or removal from office. Any such bond shall be paid for by the Corporation from its annual operating budget.

**Section 8.09 Executive Director.** The Executive Director of the Corporation shall be responsible for the day-to-day management activities associated with the activities of the Corporation, including, without limitation, filing of tax statements and exemption requests, recordation of real estate documents, such as ground leases and facilities leases, procurement and review of insurance coverage, if necessary, and filings with state and federal government agencies with respect to the Corporation's bond and certificate of participation issuances.

## **ARTICLE IX INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS**

**Section 9.01. Indemnification of Agents.** The Corporation shall have the power to indemnify its officers, directors, employees and agents as provided by California Corporations Code Section 5238.

**Section 9.02. Insurance.** The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation against any liability other than for violating provisions against self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not this Corporation would have the power to indemnify the agent against that liability under the provisions of this section.

## **ARTICLE X RECORDS AND REPORTS**

**Section 10.01. Maintenance of Corporate Records.** The Corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state: (a) adequate and correct books and records of account; and (b) minutes in written form of the proceedings of the board and committees of the board.

**Section 10.02. Maintenance and Inspection of Articles and Bylaws.** The Corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state, the original or a copy of the Articles and Bylaws as amended to date, which shall be open to inspection by the public at all reasonable times during

office hours. If the principal executive office of the Corporation is outside the State of California and the Corporation has no principal business office in this state, the Secretary shall, on the written request of any person, furnish to that person a copy of the Articles and Bylaws as amended to date.

**Section 10.03. Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and any subsidiary corporation. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

**Section 10.04. Annual Report.** The annual report referred to in Section 6321 of the Nonprofit Public Benefit Corporation Law of the State of California is expressly dispensed with.

## **ARTICLE XI CONSTRUCTION AND DEFINITIONS**

Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes a corporation, partnership or other entity and a natural person.

## **ARTICLE XII AMENDMENTS**

The Board of Directors may adopt, amend or repeal these Bylaws on vote of 75% of the Directors.

## **CERTIFICATE OF SECRETARY**

I, the undersigned, certify that I am the duly elected and acting Secretary of PLUMAS COUNTY PUBLIC FACILITIES CORPORATION, a California nonprofit public benefit corporation, and the above bylaws, consisting of 6 pages, constitute the Bylaws of such Corporation as duly adopted by action of the Board of Directors of the Corporation on December \_\_, 2014.

Dated: December \_\_.2014.

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Nancy DaForno  
Secretary



Julie A. White  
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

6B

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

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

**DATE:** May 26, 2015

**TO:** The Honorable Board of Supervisors sitting as the Board of the Plumas County Public Facilities Corporation

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

**SUBJECT:** Request Final Approval of the Refunding of the 2003 Certificates of Participation

**Recommendation:** Approve as recommended the final refunding of the 2003 Certificates of Participation and additional \$2m in new money (jail facility) and approve chair to sign the final documents.

**Background and Discussion:** The County of Plumas ("County") originally issued \$18.4 million of Certificates of Participation (Capital Improvement Program) 2003 Series A ("2003 COPs") to finance the acquisition and construction of certain capital projects, including the County Health and Human Services Center, Permit Center, Animal Shelter and Courthouse. The 2003 COPs were sold originally as fixed rate bonds, with level annual payments, and a final maturity of 6/1/2033. Approximately \$14.23 million of the 2003 COPs remain outstanding at interest rates ranging from 4.25% to 5.00%. The 2003 COPs first became callable on a current basis, without premium, on any day as of 6/1/2014.

KNN Public Finance ("KNN"), as financial advisor, has assisted the County in evaluating the economics of a potential refunding of the 2003 COPs to generate present value savings. KNN has also explored other potential new money capital project needs for the County. Over the course of the past year, County staff and KNN have worked collectively to develop a comprehensive plan of finance to accomplish both goals. KNN assisted the County in a Request for Proposal process to procure a Bond Counsel firm, Orrick Herrington & Sutcliffe LLP to assist with legal matters related to the financing project.

The package before the Board of Supervisors today asks for the Board's approval to move forward with completing the financing.

#### Plan of Finance

The plan of finance consists of two components: first, a refunding of the 2003 COPs for savings, and second, a new money financing component to generate \$2.0 million that will constitute the County's AB900 "match" for a new jail project. The refunding component is structured to have the same final maturity as the existing 2003 COPs, and will generate level dollar savings in each fiscal year. The new money jail component is also structured to have the same final maturity of 6/1/2033 and will have level payments in each fiscal year. The existing bond debt service reserve fund of \$1.22 million associated with the 2003 COPs will be used as a source of funds in the refunding. A new debt service reserve fund will not be required. The County Health and

Human Services Center and the County Courthouse will serve as the leased assets for this transaction.

The financing team evaluated a number of methods to obtain financing, including a public sale and a direct purchase. The team decided to move forward with a direct purchase, where a single investor (a commercial bank) would purchase the County's transaction. This approach was deemed more cost effective in terms of costs of issuance and County staff time. Umpqua Bank was selected as the financing provider through a Request for Proposal process. [The finance team has worked with Umpqua Bank over several months to obtain formal approval from their credit team.]

Based upon the interest rate of 3.63% provided by Umpqua Bank, the refunding component generates \$1.8 million in present value savings, or about 12.7% of the par amount of refunded bonds. This translates into approximately \$190,000 of savings per fiscal year through 2032. A common metric utilized by public agencies is a minimum present value savings of 3.0% of the par amount of refunded bonds. In the final fiscal year, the debt service reserve fund that would have helped offset the final 2003 COP payment will no longer be available, so there is a "dis-savings" of approximately \$1.0 million in the final year. All savings figures stated above factor in this dis-savings.

### **Fiscal Impact to County**

Average annual payments on the refunding portion will be approximately \$1.01 million per year. The new money portion will have approximately equal annual payments of approximately \$155,000 per year. All figures are net of costs of issuance.

### **Next Steps**

With the Plumas County Public Facilities Corp. approval, the transaction will move forward and close two weeks later on Tuesday, June 16<sup>th</sup>, 2015.

**COPY**

**RESOLUTION NO. 2015-\_\_\_\_\_**

RESOLUTION OF THE PLUMAS COUNTY PUBLIC FACILITIES CORPORATION  
AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE, A SUBLICENSE, AN  
ASSIGNMENT AGREEMENT AND A CONTRACT OF PURCHASE, AND AUTHORIZING  
CERTAIN OTHER ACTIONS IN CONNECTION WITH A COUNTY OF PLUMAS LEASE  
FINANCING

**WHEREAS**, the Plumas County Public Facilities Corporation (the "Corporation") was established to, among other things, lease real property within the boundaries of Plumas County from and to the County of Plumas (the "County"); and

**WHEREAS**, the County and the Corporation now desire to enter into a lease financing to refinance a variety of projects through the prepayment by the County of the Lease Agreement, dated as of January 1, 2003, between the County and the Corporation (the original principal components of the base rental payments of which aggregate \$18,400,000) (the "2003 Lease Agreement");

**WHEREAS**, the County is expected to authorize the financing for the purpose of prepaying the 2003 Lease Agreement; and

**WHEREAS**, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Corporation is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided;

**NOW, THEREFORE, BE IT RESOLVED BY THE PLUMAS COUNTY  
PUBLIC FACILITIES CORPORATION, AS FOLLOWS:**

**SECTION 1.** The Corporation hereby specifically finds and declares that the findings and determinations of the Corporation set forth above and in the preambles of the documents approved herein are true and correct.

**SECTION 2.** The form of the lease (the "Lease"), between the County, as lessor, and the Corporation, as lessee, presented to this meeting is hereby approved. The Executive Director, Chairman, Vice Chairman, Secretary, Treasurer, or any other officers duly designated by the Executive Director (the "Authorized Officers") are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the Corporation to execute, acknowledge and deliver to the County the Lease in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the amount of advance rental shall not exceed \$15,500,000.

**SECTION 3.** The form of the sublease (the "Sublease"), between the Corporation, as sublessor, and the County, as sublessee, presented to this meeting is hereby

approved. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the Corporation to execute, acknowledge and deliver to the County the Sublease in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the aggregate principal amount of Base Rental Payments shall not exceed \$15,500,000, the initial interest rate on the Base Rental Payments shall not exceed 4.50% per annum and the final Base Rental Payment shall be due no later than June 1, 2033 (subject to a 10-year extension as provided in the Lease and Sublease).

**SECTION 4.** The form of assignment agreement (the "Assignment Agreement"), between the Corporation and Umpqua Bank (the "Bank"), presented to this meeting, is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the Corporation to execute, acknowledge and deliver to the Bank the Assignment Agreement in substantially said form, with such changes therein as such Authorized Officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

**SECTION 5.** The form of contract of purchase (the "Purchase Contract"), between the Corporation and the Bank, presented to this meeting, is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the Corporation to execute, acknowledge and deliver to the Bank the Purchase Contract in substantially said form, with such changes therein as such Authorized Officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

**SECTION 6.** The Demised Premises to be leased pursuant to the Lease and Sublease shall be the property described in Exhibit A hereto.

**SECTION 7.** The Corporation acknowledges and understands that the same attorney(s) within County Counsel may represent and advise both the County and the Corporation regarding financings and applicable documents, and waives any potential or actual conflicts of interest arising therefrom.

**SECTION 8.** The officers of the Corporation are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution, the Lease, the Sublease, the Assignment Agreement and the Purchase Contract, including but not limited to terminating the 2003 Lease Agreement and the related lease. Such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

**SECTION 9.** This resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of June, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Chairman of the Plumas County Public  
Facilities Corporation

ATTEST:

---

Clerk of the Board

## EXHIBIT A

The Demised Premises shall consist of the following building and related site:

[County Health and Human Services Center and Courthouse]

### HEALTH AND HUMAN SERVICE BUILDING

Beginning at a point on the division line between the Semans and Kellogg ranches, from which point the Southeast corner of Section 10, T. 24 N. R. 9 E. M. D. M., bears S. 71° 17' E. 2019.5 feet; thence N. 18½° W. 709.5 feet, to the Northeast corner of said Semans ranch; thence West 1254.75 feet; thence South 672.8 feet; thence East 1479.85 feet to the place of beginning. Containing 21 acres in the SW½ of SE¼ and SE½ of SW½ of said Section 10.

Also, the right-of-way for a wagon road, described as follows:-

Beginning at the above described point of beginning; thence S. 18½° E. along the line fence between the Semans and Kellogg ranches, 330 feet to the County road; thence West 20 feet; thence N. 18½° W. 330 feet to the South line of the above described tract; thence East 20 feet to the place of beginning.

Also, nine (9) inches of water measured under a four inch pressure, flowing in a ravine entering the above described tract near its Northwest corner.

Also, a right-of-way for a blind drain or sewer to a point near the Northeast corner of pasture lot in said Semans ranch.

Together with the tenements, hereditaments and appurtenances thereunto belonging, or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

### COURTHOUSE

THE COUNTY OF PLUMAS, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

the following described real property in the  
County of Plumas , State of California:  
BLOCK 6 OF THE TOWN OF QUINCY, AS SAID BLOCK IS SHOWN ON THE MAP FILED FOR RECORD JULY  
3, 1873 IN BOOK "A" OF MAPS AT PAGE 36, PLUMAS COUNTY RECORDS.

## SOURCES AND USES OF FUNDS

County of Plumas - Direct Purchase Scenario (with New Money, to maturity)  
 Financing #1  
 3.63% Borrowing Rate

Dated Date 06/16/2015  
 Delivery Date 06/16/2015

Sources:	Refunding of 2003 Series A COPs	New Money Jail Funding	Total
Bond Proceeds: Par Amount	13,235,000.00	2,020,000.00	15,255,000.00
Other Sources of Funds: Debt Service Reserve	1,223,125.00		1,223,125.00
	14,458,125.00	2,020,000.00	16,478,125.00

Uses:	Refunding of 2003 Series A COPs	New Money Jail Funding	Total
Project Fund Deposits: Project Fund		2,000,000.00	2,000,000.00
Refunding Escrow Deposits: Cash Deposit	14,319,140.63		14,319,140.63
Delivery Date Expenses: Cost of Issuance	134,909.37	20,590.63	155,500.00
Other Uses of Funds: Additional Proceeds	4,075.00	-590.63	3,484.37
	14,458,125.00	2,020,000.00	16,478,125.00

## SUMMARY OF REFUNDING RESULTS

County of Plumas - Direct Purchase Scenario (with New Money, to maturity)  
Financing #1  
3.63% Borrowing Rate

Dated Date	06/16/2015
Delivery Date	06/16/2015
Arbitrage yield	3.630149%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	13,235,000.00
True Interest Cost	3.630149%
Net Interest Cost	3.630000%
Average Coupon	3.630000%
Average Life	10.390
Par amount of refunded bonds	14,230,000.00
Average coupon of refunded bonds	5.027019%
Average life of refunded bonds	10.766
PV of prior debt to 06/16/2015 @ 3.630149%	15,957,356.53
Net PV Savings	1,804,784.05
Percentage savings of refunded bonds	12.682952%
Percentage savings of refunding bonds	13.636449%

## SUMMARY OF BONDS REFUNDED

County of Plumas - Direct Purchase Scenario (with New Money, to maturity)  
 Financing #1  
 3.63% Borrowing Rate

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 2003 COPs, SERIES03:					
SERIAL	06/01/2016	4.250%	510,000.00	07/16/2015	100.000
	06/01/2017	4.250%	530,000.00	07/16/2015	100.000
TERM19	06/01/2019	5.250%	1,130,000.00	07/16/2015	100.000
TERM21	06/01/2021	5.250%	1,255,000.00	07/16/2015	100.000
TERM23	06/01/2023	5.250%	1,385,000.00	07/16/2015	100.000
TERM28	06/01/2028	5.000%	4,140,000.00	07/16/2015	100.000
TERM33	06/01/2033	5.000%	5,280,000.00	07/16/2015	100.000
14,230,000.00					

## PRIOR BOND DEBT SERVICE

County of Plumas - Direct Purchase Scenario (with New Money, to maturity)  
 Financing #1  
 3.63% Borrowing Rate

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/16/2015					
12/01/2015			356,562.50	356,562.50	
06/01/2016	510,000	4.250%	356,562.50	866,562.50	
06/30/2016					1,223,125.00
12/01/2016			345,725.00	345,725.00	
06/01/2017	530,000	4.250%	345,725.00	875,725.00	
06/30/2017					1,221,450.00
12/01/2017			334,462.50	334,462.50	
06/01/2018	550,000	5.250%	334,462.50	884,462.50	
06/30/2018					1,218,925.00
12/01/2018			320,025.00	320,025.00	
06/01/2019	580,000	5.250%	320,025.00	900,025.00	
06/30/2019					1,220,050.00
12/01/2019			304,800.00	304,800.00	
06/01/2020	610,000	5.250%	304,800.00	914,800.00	
06/30/2020					1,219,600.00
12/01/2020			288,787.50	288,787.50	
06/01/2021	645,000	5.250%	288,787.50	933,787.50	
06/30/2021					1,222,575.00
12/01/2021			271,856.25	271,856.25	
06/01/2022	675,000	5.250%	271,856.25	946,856.25	
06/30/2022					1,218,712.50
12/01/2022			254,137.50	254,137.50	
06/01/2023	710,000	5.250%	254,137.50	964,137.50	
06/30/2023					1,218,275.00
12/01/2023			235,500.00	235,500.00	
06/01/2024	750,000	5.000%	235,500.00	985,500.00	
06/30/2024					1,221,000.00
12/01/2024			216,750.00	216,750.00	
06/01/2025	785,000	5.000%	216,750.00	1,001,750.00	
06/30/2025					1,218,500.00
12/01/2025			197,125.00	197,125.00	
06/01/2026	825,000	5.000%	197,125.00	1,022,125.00	
06/30/2026					1,219,250.00
12/01/2026			176,500.00	176,500.00	
06/01/2027	870,000	5.000%	176,500.00	1,046,500.00	
06/30/2027					1,223,000.00
12/01/2027			154,750.00	154,750.00	
06/01/2028	910,000	5.000%	154,750.00	1,064,750.00	
06/30/2028					1,219,500.00
12/01/2028			132,000.00	132,000.00	
06/01/2029	955,000	5.000%	132,000.00	1,087,000.00	
06/30/2029					1,219,000.00
12/01/2029			108,125.00	108,125.00	
06/01/2030	1,005,000	5.000%	108,125.00	1,113,125.00	
06/30/2030					1,221,250.00
12/01/2030			83,000.00	83,000.00	
06/01/2031	1,055,000	5.000%	83,000.00	1,138,000.00	
06/30/2031					1,221,000.00
12/01/2031			56,625.00	56,625.00	
06/01/2032	1,105,000	5.000%	56,625.00	1,161,625.00	

## PRIOR BOND DEBT SERVICE

County of Plumas - Direct Purchase Scenario (with New Money, to maturity)  
Financing #1  
3.63% Borrowing Rate

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/30/2032					1,218,250.00
12/01/2032			29,000.00	29,000.00	
06/01/2033	1,160,000	5.000%	29,000.00	1,189,000.00	
06/30/2033					1,218,000.00
	14,230,000		7,731,462.50	21,961,462.50	21,961,462.50

## BOND DEBT SERVICE

County of Plumas - Direct Purchase Scenario (with New Money, to maturity)  
 Financing #1  
 3.63% Borrowing Rate

Period Ending	Dated Date	Delivery Date	06/16/2015	06/16/2015	Annual Debt Service
06/16/2015					
12/01/2015			253,805.06	253,805.06	
06/01/2016	640,000	3.630%	276,878.25	916,878.25	
06/30/2016					1,170,683.31
12/01/2016			265,262.25	265,262.25	
06/01/2017	640,000	3.630%	265,262.25	905,262.25	
06/30/2017					1,170,524.50
12/01/2017			253,646.25	253,646.25	
06/01/2018	655,000	3.630%	253,646.25	908,646.25	
06/30/2018					1,162,292.50
12/01/2018			241,758.00	241,758.00	
06/01/2019	685,000	3.630%	241,758.00	926,758.00	
06/30/2019					1,168,516.00
12/01/2019			229,325.25	229,325.25	
06/01/2020	710,000	3.630%	229,325.25	939,325.25	
06/30/2020					1,168,650.50
12/01/2020			216,438.75	216,438.75	
06/01/2021	735,000	3.630%	216,438.75	951,438.75	
06/30/2021					1,167,877.50
12/01/2021			203,098.50	203,098.50	
06/01/2022	760,000	3.630%	203,098.50	963,098.50	
06/30/2022					1,166,197.00
12/01/2022			189,304.50	189,304.50	
06/01/2023	790,000	3.630%	189,304.50	979,304.50	
06/30/2023					1,168,609.00
12/01/2023			174,966.00	174,966.00	
06/01/2024	820,000	3.630%	174,966.00	994,966.00	
06/30/2024					1,169,932.00
12/01/2024			160,083.00	160,083.00	
06/01/2025	845,000	3.630%	160,083.00	1,005,083.00	
06/30/2025					1,165,166.00
12/01/2025			144,746.25	144,746.25	
06/01/2026	875,000	3.630%	144,746.25	1,019,746.25	
06/30/2026					1,164,492.50
12/01/2026			128,865.00	128,865.00	
06/01/2027	910,000	3.630%	128,865.00	1,038,865.00	
06/30/2027					1,167,730.00
12/01/2027			112,348.50	112,348.50	
06/01/2028	940,000	3.630%	112,348.50	1,052,348.50	
06/30/2028					1,164,697.00
12/01/2028			95,287.50	95,287.50	
06/01/2029	975,000	3.630%	95,287.50	1,070,287.50	
06/30/2029					1,165,575.00
12/01/2029			77,591.25	77,591.25	
06/01/2030	1,015,000	3.630%	77,591.25	1,092,591.25	
06/30/2030					1,170,182.50
12/01/2030			59,169.00	59,169.00	
06/01/2031	1,050,000	3.630%	59,169.00	1,109,169.00	
06/30/2031					1,168,338.00
12/01/2031			40,111.50	40,111.50	

## BOND DEBT SERVICE

County of Plumas - Direct Purchase Scenario (with New Money, to maturity)  
Financing #1  
3.63% Borrowing Rate

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2032	1,085,000	3.630%	40,111.50	1,125,111.50	
06/30/2032					1,165,223.00
12/01/2032			20,418.75	20,418.75	
06/01/2033	1,125,000	3.630%	20,418.75	1,145,418.75	
06/30/2033					1,165,837.50
	15,255,000		5,755,523.81	21,010,523.81	21,010,523.81

## SAVINGS

County of Plumas - Direct Purchase Scenario (with New Money, to maturity)  
 Financing #1  
 3.63% Borrowing Rate

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 06/16/2015 @ 3.6301488%
06/30/2015		19,814.62	-19,814.62		-19,814.62	-20,024.44
06/30/2016	1,223,125.00	19,814.62	1,203,310.38	1,015,412.56	187,897.82	183,747.59
06/30/2017	1,221,450.00	19,814.62	1,201,635.38	1,015,284.00	186,351.38	175,461.80
06/30/2018	1,218,925.00	19,814.62	1,199,110.38	1,010,137.50	188,972.88	171,599.01
06/30/2019	1,220,050.00	19,814.62	1,200,235.38	1,014,446.50	185,788.88	162,709.50
06/30/2020	1,219,600.00	19,814.62	1,199,785.38	1,012,848.00	186,937.38	157,853.57
06/30/2021	1,222,575.00	19,814.62	1,202,760.38	1,015,523.50	187,236.88	152,446.23
06/30/2022	1,218,712.50	19,814.62	1,198,897.88	1,012,291.50	186,606.38	146,493.33
06/30/2023	1,218,275.00	19,814.62	1,198,460.38	1,013,333.50	185,126.88	140,127.37
06/30/2024	1,221,000.00	19,814.62	1,201,185.38	1,013,468.00	187,717.38	136,970.96
06/30/2025	1,218,500.00	19,814.62	1,198,685.38	1,012,695.00	185,990.38	130,849.52
06/30/2026	1,219,250.00	19,814.62	1,199,435.38	1,011,014.50	188,420.88	127,787.47
06/30/2027	1,223,000.00	19,814.62	1,203,185.38	1,013,426.50	189,758.88	124,061.47
06/30/2028	1,219,500.00	19,814.62	1,199,685.38	1,009,749.50	189,935.88	119,704.21
06/30/2029	1,219,000.00	19,814.62	1,199,185.38	1,010,165.00	189,020.38	114,832.79
06/30/2030	1,221,250.00	19,814.62	1,201,435.38	1,014,491.50	186,943.88	109,472.19
06/30/2031	1,221,000.00	19,814.62	1,201,185.38	1,012,547.50	188,637.88	106,464.32
06/30/2032	1,218,250.00	19,814.62	1,198,435.38	1,009,514.50	188,920.88	102,758.77
06/30/2033	1,218,000.00	1,242,939.62	-24,939.62	1,010,392.50	-1,035,332.12	-542,606.60
	21,961,462.50	1,599,602.78	20,361,859.72	18,226,741.56	2,135,118.16	1,800,709.05

Savings Summary

PV of savings from cash flow	1,800,709.05
Plus: Refunding funds on hand	4,075.00
Net PV Savings	1,804,784.05

## BOND SUMMARY STATISTICS

County of Plumas - Direct Purchase Scenario (with New Money, to maturity)  
 Financing #1  
 3.63% Borrowing Rate

Dated Date	06/16/2015
Delivery Date	06/16/2015
Last Maturity	06/01/2033
Arbitrage Yield	3.630149%
True Interest Cost (TIC)	3.630149%
Net Interest Cost (NIC)	3.630000%
All-In TIC	3.754430%
Average Coupon	3.630000%
Average Life (years)	10.394
Duration of Issue (years)	8.412
Par Amount	15,255,000.00
Bond Proceeds	15,255,000.00
Total Interest	5,755,523.81
Net Interest	5,755,523.81
Total Debt Service	21,010,523.81
Maximum Annual Debt Service	1,170,683.31
Average Annual Debt Service	1,169,959.56
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	15,255,000.00	100.000	3.630%	10.394
	15,255,000.00			10.394

	TIC	All-In TIC	Arbitrage Yield
Par Value	15,255,000.00	15,255,000.00	15,255,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-155,500.00	
- Other Amounts			
Target Value	15,255,000.00	15,099,500.00	15,255,000.00
Target Date	06/16/2015	06/16/2015	06/16/2015
Yield	3.630149%	3.754430%	3.630149%

## BOND PRICING

County of Plumas - Direct Purchase Scenario (with New Money, to maturity)  
 Financing #1  
 3.63% Borrowing Rate

Bond Component	Maturity Date	Amount	Rate	Yield	Price
<b>Serial Bonds:</b>					
	06/01/2016	640,000	3.630%	3.630%	100.000
	06/01/2017	640,000	3.630%	3.630%	100.000
	06/01/2018	655,000	3.630%	3.630%	100.000
	06/01/2019	685,000	3.630%	3.630%	100.000
	06/01/2020	710,000	3.630%	3.630%	100.000
	06/01/2021	735,000	3.630%	3.630%	100.000
	06/01/2022	760,000	3.630%	3.630%	100.000
	06/01/2023	790,000	3.630%	3.630%	100.000
	06/01/2024	820,000	3.630%	3.630%	100.000
	06/01/2025	845,000	3.630%	3.630%	100.000
	06/01/2026	875,000	3.630%	3.630%	100.000
	06/01/2027	910,000	3.630%	3.630%	100.000
	06/01/2028	940,000	3.630%	3.630%	100.000
	06/01/2029	975,000	3.630%	3.630%	100.000
	06/01/2030	1,015,000	3.630%	3.630%	100.000
	06/01/2031	1,050,000	3.630%	3.630%	100.000
	06/01/2032	1,085,000	3.630%	3.630%	100.000
	06/01/2033	1,125,000	3.630%	3.630%	100.000
					<b>15,255,000</b>

Dated Date	06/16/2015
Delivery Date	06/16/2015
First Coupon	12/01/2015
Par Amount	15,255,000.00
Original Issue Discount	
Production	15,255,000.00
Underwriter's Discount	100.000000%
Purchase Price	15,255,000.00
Accrued Interest	100.000000%
Net Proceeds	15,255,000.00

## BOND DEBT SERVICE BREAKDOWN

County of Plumas - Direct Purchase Scenario (with New Money, to maturity)  
 Financing #1  
 3.63% Borrowing Rate

Period Ending	Refunding of 2003 Series A COPs	New Money Jail Funding	Total
06/30/2016	1,015,412.56	155,270.75	1,170,683.31
06/30/2017	1,015,284.00	155,240.50	1,170,524.50
06/30/2018	1,010,137.50	152,155.00	1,162,292.50
06/30/2019	1,014,446.50	154,069.50	1,168,516.00
06/30/2020	1,012,848.00	155,802.50	1,168,650.50
06/30/2021	1,015,523.50	152,354.00	1,167,877.50
06/30/2022	1,012,291.50	153,905.50	1,166,197.00
06/30/2023	1,013,333.50	155,275.50	1,168,609.00
06/30/2024	1,013,468.00	156,464.00	1,169,932.00
06/30/2025	1,012,695.00	152,471.00	1,165,166.00
06/30/2026	1,011,014.50	153,478.00	1,164,492.50
06/30/2027	1,013,426.50	154,303.50	1,167,730.00
06/30/2028	1,009,749.50	154,947.50	1,164,697.00
06/30/2029	1,010,165.00	155,410.00	1,165,575.00
06/30/2030	1,014,491.50	155,691.00	1,170,182.50
06/30/2031	1,012,547.50	155,790.50	1,168,338.00
06/30/2032	1,009,514.50	155,708.50	1,165,223.00
06/30/2033	1,010,392.50	155,445.00	1,165,837.50
	18,226,741.56	2,783,782.25	21,010,523.81

## FORM 8038 STATISTICS

County of Plumas - Direct Purchase Scenario (with New Money, to maturity)  
 Financing #1  
 3.63% Borrowing Rate

Dated Date 06/16/2015  
 Delivery Date 06/16/2015

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
<b>Serial Bonds:</b>						
	06/01/2016	640,000.00	3.630%	100.000	640,000.00	640,000.00
	06/01/2017	640,000.00	3.630%	100.000	640,000.00	640,000.00
	06/01/2018	655,000.00	3.630%	100.000	655,000.00	655,000.00
	06/01/2019	685,000.00	3.630%	100.000	685,000.00	685,000.00
	06/01/2020	710,000.00	3.630%	100.000	710,000.00	710,000.00
	06/01/2021	735,000.00	3.630%	100.000	735,000.00	735,000.00
	06/01/2022	760,000.00	3.630%	100.000	760,000.00	760,000.00
	06/01/2023	790,000.00	3.630%	100.000	790,000.00	790,000.00
	06/01/2024	820,000.00	3.630%	100.000	820,000.00	820,000.00
	06/01/2025	845,000.00	3.630%	100.000	845,000.00	845,000.00
	06/01/2026	875,000.00	3.630%	100.000	875,000.00	875,000.00
	06/01/2027	910,000.00	3.630%	100.000	910,000.00	910,000.00
	06/01/2028	940,000.00	3.630%	100.000	940,000.00	940,000.00
	06/01/2029	975,000.00	3.630%	100.000	975,000.00	975,000.00
	06/01/2030	1,015,000.00	3.630%	100.000	1,015,000.00	1,015,000.00
	06/01/2031	1,050,000.00	3.630%	100.000	1,050,000.00	1,050,000.00
	06/01/2032	1,085,000.00	3.630%	100.000	1,085,000.00	1,085,000.00
	06/01/2033	1,125,000.00	3.630%	100.000	1,125,000.00	1,125,000.00
		15,255,000.00			15,255,000.00	15,255,000.00

Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	06/01/2033	3.630%	1,125,000.00	1,125,000.00	
Entire Issue			15,255,000.00	15,255,000.00	10.3936 3.6301%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	155,500.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to currently refund prior issues	14,319,140.63
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	10.7665
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

## FORM 8038 STATISTICS

County of Plumas - Direct Purchase Scenario (with New Money, to maturity)  
 Financing #1  
 3.63% Borrowing Rate

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Series 2003 COPs:					
SERIAL	06/01/2016	510,000.00	4.250%	100.000	510,000.00
SERIAL	06/01/2017	530,000.00	4.250%	100.000	530,000.00
TERM19	06/01/2018	550,000.00	5.250%	100.000	550,000.00
TERM19	06/01/2019	580,000.00	5.250%	100.000	580,000.00
TERM21	06/01/2020	610,000.00	5.250%	100.000	610,000.00
TERM21	06/01/2021	645,000.00	5.250%	100.000	645,000.00
TERM23	06/01/2022	675,000.00	5.250%	100.000	675,000.00
TERM23	06/01/2023	710,000.00	5.250%	100.000	710,000.00
TERM28	06/01/2024	750,000.00	5.000%	100.000	750,000.00
TERM28	06/01/2025	785,000.00	5.000%	100.000	785,000.00
TERM28	06/01/2026	825,000.00	5.000%	100.000	825,000.00
TERM28	06/01/2027	870,000.00	5.000%	100.000	870,000.00
TERM28	06/01/2028	910,000.00	5.000%	100.000	910,000.00
TERM33	06/01/2029	955,000.00	5.000%	100.000	955,000.00
TERM33	06/01/2030	1,005,000.00	5.000%	100.000	1,005,000.00
TERM33	06/01/2031	1,055,000.00	5.000%	100.000	1,055,000.00
TERM33	06/01/2032	1,105,000.00	5.000%	100.000	1,105,000.00
TERM33	06/01/2033	1,160,000.00	5.000%	100.000	1,160,000.00
				14,230,000.00	14,230,000.00

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Series 2003 COPs	07/16/2015	01/01/2003	10.7665
All Refunded Issues	07/16/2015		10.7665

## COST OF ISSUANCE

County of Plumas - Direct Purchase Scenario (with New Money, to maturity)  
Financing #1  
3.63% Borrowing Rate

Cost of Issuance	\$/1000	Amount
Bond Counsel Fee	2.45821	37,500.00
Bond Counsel Expenses	0.13110	2,000.00
Financial Advisor Fee	4.26090	65,000.00
Financial Advisor Expenses (not to exceed)	0.32776	5,000.00
Information Services	0.32776	5,000.00
Bank Counsel Fee	1.63881	25,000.00
Title Insurance	0.98328	15,000.00
Potential Wire Fee at Closing	0.06555	1,000.00
	10.19338	155,500.00

\$ \_\_\_\_\_

**CONTRACT OF PURCHASE**

Relating to the  
Sublease dated as of AprilJune 1, 2015  
between the

County of Plumas and the Plumas County Public Facilities Corporation

\_\_\_\_\_, 2015

County of Plumas  
520 Main Street, Room 203  
Quincy, CA 95971

The undersigned (the "Purchaser") offers to enter into this Contract of Purchase (the "Contract of Purchase") with the Plumas County Public Facilities Corporation (the "Corporation"). This offer is made subject to written acceptance by the Corporation prior to 11:59 p.m., California Time, on the date hereof, and, upon such acceptance, this Contract of Purchase will be binding upon the Corporation and the Purchaser.

**SECTION 1. PURCHASE AND SALE OF THE SUBLEASE.**

Upon and subject to the terms and conditions set forth herein and in reliance upon the representations, warranties and agreements set forth herein and in the Lease and the Sublease (as both such capitalized terms are hereinafter defined), the Purchaser hereby agrees to purchase from the Corporation for its own account, and the Corporation hereby agrees to sell to the Purchaser for such purpose, all (but not less than all) of the Corporation's right, title and interest in and to (a) the Sublease dated as of April 1, 2015 (as more fully described in Section 2 below, the "Sublease") between the Corporation and the County of Plumas (the "County"), (b) the Lease dated as of April 1, 2015 (the "Lease") between the County and the Corporation, (c) the related documents and instruments required to be delivered pursuant to Section 7 hereof, and (d) all other rights assigned or to be assigned pursuant to Section 1 of the Assignment Agreement dated as of April 1, 2015 (the "Assignment Agreement") between the Corporation and the Purchaser. The County shall use such advance rental payment received from the Corporation to (i) refinance the Lease Agreement, executed and entered into by the County as of January 1, 2003 and (ii) finance certain other capital improvements and certain costs relating to the execution and delivery of the Sublease and the assignment to the Purchaser thereof. The purchase price to be paid by the Purchaser for the Sublease shall be \$ \_\_\_\_\_.

**SECTION 2. THE SUBLEASE.**

The County has agreed to lease the Demised Premises (as defined in the Sublease) to the Corporation pursuant to the Lease, and simultaneously sublease the same from the Corporation pursuant to the Sublease. The County, as the lessee under the Sublease, will be obligated to make the Base Rental Payments and pay Additional Rental for the use and occupancy of the Demised Premises. The Base Rental Payments, comprised of a principal component and an

interest component, shall be payable as provided in Exhibit B to the Sublease and Exhibit A attached hereto, and shall be subject to adjustment as provided in the Sublease.

### **SECTION 3. CLOSING.**

At 10:00 a.m., Los Angeles, California time, on \_\_\_\_\_, 2015, or at such other time and on such other date as shall have been mutually agreed upon by the Corporation and the Purchaser (the "Closing"), the Corporation will deliver to the Purchaser the Lease, the Sublease and the Assignment Agreement duly executed and the other documents required to be delivered to the Purchaser pursuant to Section 7 hereof and shall record the Lease, the Sublease and the Assignment Agreement in the official records of the County of Plumas, California, and the Purchaser will accept such delivery and pay the purchase price thereof in immediately available funds to the order of the Corporation.

### **SECTION 4. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF THE CORPORATION.**

The Corporation hereby represents, warrants and agrees with the Purchaser that:

(A) The Corporation is a nonprofit corporation duly organized and existing under and by virtue of the laws of the State of California (the "State"), and has all requisite right, power and Corporation to conduct its business, to adopt the resolution approving the Sublease, the Lease, the Assignment Agreement and this Contract of Purchase (the "Corporation Resolution"), to execute and sell the Sublease and to execute this Contract of Purchase, the Lease and the Assignment Agreement (collectively, the "Corporation Documents") to the Purchaser, and to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by the Corporation Documents.

(B) At or prior to the Closing, (i) the execution and delivery of the Sublease, the Lease, the Assignment Agreement and this Contract of Purchase, the adoption by the Corporation of the Corporation Resolution, and the performance by the Corporation of the obligations contained in the Corporation Documents have been duly authorized and such authorization will be in full force and effect at the time of the Closing; (ii) the Corporation Documents will be duly executed and delivered and will constitute the valid and legally binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect for the protection of debtors and by application of general principles of equity; and (iv) the Corporation will be duly authorized to consummate all transactions contemplated by the Corporation Documents.

(C) All approvals, consents, authorizations, certifications and other orders of any governmental agency, board or commission having jurisdiction, and all filings with any such entities, which would constitute conditions precedent to the performance by the Corporation of its obligations hereunder and under the other Corporation Documents or the consummation of the transactions contemplated hereby have been duly obtained.

(D) As of the time of acceptance hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best knowledge of the Corporation, threatened against the Corporation: (i) in any way affecting the existence of the Corporation or in any way challenging the powers of the Corporation or the entitlement of the officials of the Corporation to their respective offices; or (ii) seeking to restrain or enjoin the sale of the Sublease, or in any way contesting the validity of the Sublease, the Lease or the Contract of Purchase or the Assignment Agreement, or contesting the powers of the Corporation with respect to the Sublease, the Lease, the Contract of Purchase or the Assignment Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the consummation of the transactions contemplated by this Contract of Purchase, the Lease, the Sublease or the Assignment Agreement, (b) declare this Contract of Purchase, the Lease, the Sublease or the Assignment Agreement to be invalid or unenforceable in whole or in material part.

(E) Any certificates signed by any official of the Corporation and delivered to the Purchaser shall be deemed a representation and warranty by the Corporation to the Purchaser as to the statements made therein but not of the person signing the same.

#### **SECTION 5. PURCHASER                    REPRESENTATIONS,                    WARRANTIES                    AND ACKNOWLEDGEMENTS.**

Purchaser represents, warrants and acknowledges as follows:

(A) The Purchaser acknowledges that any transfer of the Sublease shall be restricted as provided in clause (B) below and that any transfer shall not be effective unless and until a notice of transfer is given to the Corporation and the County;

(B) The Sublease is being acquired by the Purchaser for its own account and not with a present view to resell the Sublease, and the Purchaser acknowledges that the Sublease shall only be transferred or resold in whole to (i) an affiliate of the Purchaser (each, a "Purchaser Affiliate") or (ii) a trust or other custodial arrangement established by the Purchaser or a Purchaser Affiliate, the owners of any beneficial interest in which are limited to "qualified institutional buyers" ("QIBs") as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act") (each, transferee pursuant to this clause (D) referred to herein as a "Permitted Transferee");

(C) The Purchaser is a QIB or is an Institutional Accredited Investor. The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other tax-exempt obligations similar to the Sublease, to be capable of evaluating the merits and risks of an investment in the Sublease, and the Purchaser is able to bear the economic risks of such an investment;

(D) The Purchaser has made its own inquiry and analysis with respect to the County and Sublease and the security therefor, and other material factors affecting the security for and payment of the Sublease;

(E) The Purchaser acknowledges that it has reviewed information, including financial statements and other financial information, regarding the County, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County and the Sublease and the security therefor, so that it has been able to make an informed decision to purchase the Sublease; provided, however, that the foregoing shall not constitute a waiver of any rights or remedies the Purchaser may have with respect to any untrue information it may have received or any material information which was withheld from its review; and

(F) The Purchaser acknowledges that the Sublease is exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that neither the Corporation nor the County has undertaken to provide any continuing disclosure with respect to the Sublease.

## **SECTION 6. CONDITIONS TO OBLIGATIONS OF PURCHASER AT CLOSING.**

The Purchaser has entered into this Contract of Purchase in reliance upon the representations and warranties of the Corporation contained herein and in the Assignment Agreement and the representations and warranties and of the County and the Corporation in the Lease and the Sublease and the performance by the Corporation and the County of their respective obligations hereunder, under the Assignment Agreement, the Lease and Sublease, as of the date hereof and as of the Closing. The obligation of the Purchaser to purchase the Sublease at the Closing is subject to the following further conditions, any or all of which can be waived by the Purchaser or the Corporation, as appropriate, in writing:

(A) The representations and warranties of the Corporation and the County contained herein and in the Corporation Documents shall be true and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Purchaser or the Corporation at the Closing and otherwise pursuant hereto shall be true and correct in all material respects at and as of the Closing;

(B) At and as of the Closing (i) the Sublease, the Lease, the Assignment Agreement, this Contract of Purchase, the Corporation Resolution and the resolution of the County approving the Sublease and the sale thereof (the "County Resolution") shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been jointly agreed to by the Corporation and the Purchaser; (ii) the Corporation shall perform or have performed all of its obligations required under or specified in the Corporation Resolution, the Sublease, the Lease, the Assignment Agreement or this Contract of Purchase to be performed at or prior to the Closing; and (iii) the County shall have performed all of its obligations required under or specified in the County Resolution, the Lease or the Sublease to be performed at or prior to the Closing;

(C) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, is pending or, to the best knowledge of the

Corporation, threatened against the Corporation which has any of the effects described in Paragraph 4(D) hereof;

(D) No order, decree or injunction of any court of competent jurisdiction, nor any order, ruling or regulation of the Securities and Exchange Commission, has been issued or made with the purpose or effect of prohibiting the sale of the Sublease as contemplated hereby and no legislation has been enacted, or a bill favorably reported for adoption, or a decision by any court rendered, or a ruling, regulation, proposed regulation or official statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter has been made or issued, to the effect that the Sublease, the Lease or any other obligations of the Corporation or the County or of any similar body of the type contemplated herein are not exempt from the registration, qualification or other requirements of the 1933 Act, as then in effect, or of the Trust Indenture Act of 1939, as amended and as then in effect; and

(E) At or prior to the Closing, the Purchaser shall have received a copy of the following documents in each case dated at and as of the Closing and satisfactory in form and substance to the Purchaser:

(1) An approving opinion of Bond Counsel as to the Sublease, the Lease and the Assignment Agreement, with a reliance letter addressed to the Purchaser with respect to (i) the validity and enforceability of the Lease and the Sublease by and against the County and the Corporation (as applicable), and (ii) the tax exempt status of the interest component of the Base Rental Payments, in form and substance acceptable to the Bank;

(2) The certificate of the Corporation, dated the Closing Date to the effect that:

(i) the Corporation is a nonprofit corporation duly organized and existing under and by virtue of the laws of the State;

(ii) the Corporation Resolution was duly adopted at a meeting of the Corporation which was called and held pursuant to law with all public notice required by law and at which a quorum was present and acting throughout, and the Corporation Resolution is in full force and effect and has not been amended, modified or rescinded;

(iii) the adoption of the Corporation Resolution and the execution and delivery of the Sublease, the Lease, the Assignment Agreement and this Contract of Purchase and compliance with the provisions hereof and thereof, under the circumstances contemplated thereby and hereby, do not and will not conflict with or constitute on the part of the Corporation a breach of or default under any agreement or other instrument applicable or binding upon the Corporation or any of its properties or any existing law, regulation, court order or consent decree to which the Corporation or any of its properties is subject;

(iv) the Corporation has full right and lawful Corporation to execute and sell the Sublease, and to execute and deliver this Contract of Purchase and the Corporation has duly authorized, executed and delivered the Sublease, the Lease, the Assignment Agreement and this Contract of Purchase; and

(v) there is no action, suit or proceeding, inquiry or investigation before or by any court, public board or body pending or, to the best knowledge of the Corporation, threatened against or affecting the Corporation which is likely to adversely affect the validity or enforceability of, or the Corporation or ability of the Corporation to perform its obligations under the Sublease, the Lease, the Assignment Agreement or this Contract of Purchase or any other agreement or instrument to which the Corporation is a party and which is used or contemplated for use in consummation of the transactions contemplated by this Contract of Purchase or the Sublease, the Lease or the Assignment Agreement.

(3) A certificate signed by an appropriate official of the Corporation to the effect that (i) the representations and warranties of the Corporation herein are true and correct in all material respects as of the date made and as of the date of the Closing; and (ii) the Corporation has performed all its obligations required under or specified in this Contract of Purchase, the Lease or the Sublease to be performed at or prior to the Closing.

(4) A certificate of the Clerk of the Board of Supervisors of the County, together with a fully executed copy of the County Resolution, to the effect that:

(i) such copy is a true and correct copy of the County Resolution; and

(ii) the County Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect at and as of the Closing, except for amendments, if any, adopted with the consent of the Purchaser;

(5) The certificate of the County, dated the Closing Date to the effect that:

(i) the County is a political subdivision, duly organized and existing under and by virtue of the laws of the State;

(ii) the County Resolution was duly adopted at a meeting of the Board of Supervisors of the County which was called and held pursuant to law with all public notice required by law and at which a quorum was present and acting throughout, and the County Resolution is in full force and effect and has not been amended, modified or rescinded;

(iii) the adoption of the County Resolution and the execution and delivery of the Sublease and the Lease and compliance with the provisions thereof, under the circumstances contemplated thereby and hereby, do not and

will not conflict with or constitute on the part of the County a breach of or default under any agreement or other instrument applicable or binding upon the County or any of its properties or any existing law, regulation, court order or consent decree to which the County or any of its properties is subject;

(iv) the County has full right and lawful Corporation to execute, deliver and perform its obligations under the Sublease and the Lease, and the County has duly authorized, executed and delivered the Sublease and the Lease; and

(v) there is no action, suit or proceeding, inquiry or investigation before or by any court, public board or body pending or, to the best knowledge of the County, threatened against or affecting the County which is likely to adversely affect the validity or enforceability of, or the Corporation or ability of the County to perform its obligations under the Sublease, the Lease or any other agreement or instrument to which the County is a party and which is used or contemplated for use in consummation of the transactions contemplated by this Contract of Purchase or the Sublease.

(6) A certificate signed by an appropriate official of the County to the effect that (i) the representations and warranties of the County in the Sublease are true and correct in all material respects as of the date made and as of the date of the Closing; and (ii) the County has performed all its obligations required under or specified in this Contract of Purchase, the Lease or the Sublease to be performed at or prior to the Closing.

(7) A title insurance policy for the Demised Premises in form and substance acceptable to Umpqua.

(8) A tax certificate from the County in form and substance satisfactory to Bond Counsel, signed by an official of the County.

(9) Such other opinions, certificates and other documents as the Purchaser or Bond Counsel reasonably may request, in form and substance satisfactory to the Purchaser and Bond Counsel.

## **SECTION 7. TERMINATION OF OBLIGATIONS OF PURCHASER.**

If the Corporation shall be unable to satisfy the conditions set forth in Section 7 to the obligations of the Purchaser contained in this Contract of Purchase, the obligations of the Purchaser under this Contract of Purchase may be terminated by the Purchaser by notice to the Corporation at, or at any time prior to, the Closing. Notwithstanding any provision herein to the contrary, the performance of any and all conditions contained herein for the benefit of the Purchaser may be waived by the Purchaser in writing in its sole discretion. In addition, the Purchaser may terminate its obligations under this Contract of Purchase by notice to the Corporation at, or at any time prior to, the Closing if any of the following occur:

(1) A tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United

States or legislation shall be favorably reported by such a committee or be introduced, after the date of this Contract of Purchase and prior to the Closing Date, by amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or a decision by a court established under Article III of the Constitution of the United States, or the Tax Court of the United States, shall be rendered or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the County (or by any similar body) or upon interest received on obligations of the general character of the Sublease.

(2) Legislation shall be introduced, by amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the issuance, offering or sale of obligations of the general character of the Sublease, as contemplated hereby, is or would be in violation of any provision of the Securities Exchange Act or the Trust Indenture Act, or with the purpose or effect of otherwise prohibiting the issuance, offering or sale of obligations of the general character of the Sublease, as contemplated hereby.

(3) Any legislation, resolution, ordinance, rule or regulation shall be introduced in, or be enacted by, any governmental body, department or agency of the United States or the State of California, or a decision by any court of competent jurisdiction within the United States or the State of California shall be rendered which, in the Purchaser's reasonable opinion, materially adversely affects the marketability of the Sublease.

(4) Additional restrictions not in force as of the date hereof having a material adverse effect on the transactions contemplated hereby shall have been imposed upon trading in securities generally by any governmental authority.

(5) A general banking moratorium shall have been established by federal or California or Oregon authorities.

(6) An event occurs or becomes known that has a material adverse effect on the financial condition of the County or the ability of the County to perform under the Lease or the Sublease.

## SECTION 8. CONDITIONS TO OBLIGATIONS OF THE CORPORATION.

The Corporation shall perform its obligations under this Contract of Purchase with respect to the issuance, sale and delivery of the Sublease to the Purchaser so long as the

following conditions have been satisfied: (i) the performance by the Purchaser of its obligations hereunder and (ii) the receipt by the Corporation and the Purchaser of opinions and certificates being delivered at or prior to the Closing by persons and entities other than the Corporation or the County.

#### **SECTION 9. EXPENSES.**

The County shall bear all expenses incident to the performance of obligations hereunder, including but not limited to: the cost of the preparation and reproduction of the resolutions, the Lease, the Sublease, the Assignment Agreement and this Contract of Purchase, including the reasonable fees and disbursements of legal counsel to the Purchaser; provided, however, that such fees and expenses of Purchaser's counsel shall not exceed \$\_\_\_\_\_, and all such fees shall be contingent on closing. (unless the Purchaser defaults under this Agreement and fails to purchase the Sublease.) To the extent the Purchaser pays any of the foregoing expenses and fees on behalf of the Corporation or the County, the Corporation or the County shall reimburse the Purchaser at the Closing.

#### **SECTION 10. NOTICES.**

Any notice or other communication to be given under this Contract of Purchase (other than the acceptance hereof as specified in the first paragraph hereof) shall be given by telephone or telex, confirmed in writing, or by delivering the same in writing, if to the Corporation, c/o the County of Plumas, 520 Main Street, Room 203, Quincy, California 95971, Attention: \_\_\_\_\_, or if to the Purchaser, to Umpqua Bank, 2998 Douglas Boulevard, Suite 100, Roseville, California 95661, Attention: Melody Stricklin.

#### **SECTION 11. PARTIES IN INTEREST: SURVIVAL OF REPRESENTATIONS AND WARRANTIES.**

This Contract of Purchase when accepted by the Corporation in writing as specified herein shall constitute the entire agreement between the Corporation and the Purchaser and is made solely for the benefit of the Corporation and the Purchaser (including their respective successors and assigns). No other person shall acquire or have any right hereunder or by virtue hereof. The obligations of the Corporation arising out of its representations and warranties in this Contract of Purchase shall not be affected by any investigation made by or on behalf of the Purchaser.

#### **SECTION 12. EXECUTION IN COUNTERPARTS.**

This Contract of Purchase may be executed in two or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute one and the same instrument, and it will not be necessary in making proof of this Contract of Purchase to produce or account for more than one such counterpart. This Contract of Purchase may be delivered by the exchange of signed signature pages by facsimile transmission or by attaching a pdf copy to an email, and any printed or copied version of any signature page so delivered will have the same force and effect as an originally signed version of such signature page.

#### **SECTION 13. DOCUMENTS SUPERSEDE TERM SHEET.**

To the extent that there are any inconsistencies between the Term Sheet, on one hand, and the Sublease, the Lease and this Contract of Purchase, on the other hand, the terms and conditions set forth in the Sublease, the Lease and the Contract of Purchase shall govern.

**SECTION 14. APPLICABLE LAW.**

This Contract of Purchase shall be interpreted under, governed by and enforced in accordance with the laws of the State of California.

Very truly yours,

UMPQUA BANK

By: \_\_\_\_\_

Name: Dmitry A. Semenov

Title: Vice President--Commercial Relationship  
Manager

The foregoing is hereby agreed to and accepted as  
of the date first above written:

PLUMAS COUNTY PUBLIC FACILITIES  
CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The County of Plumas hereby approves the foregoing Contract of Purchase and agrees to tender performance of its obligations under the Lease and the Sublease to the Purchaser from and after the Closing Date.

COUNTY OF PLUMAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**BASE RENTAL PAYMENT SCHEDULE**

<u>Due Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Base Rental</u>	<u>Total Annual Base Rental</u>
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WHEN RECORDED RETURN TO:

Orrick, Herrington & Sutcliffe LLP  
405 Howard Street  
San Francisco, California 94105  
Attn: Philip C. Morgan, Esq.

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This document is recorded for the benefit of the County of Plumas and the recording is fee-exempt under Section 27383 of the California Government Code.

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**ASSIGNMENT AGREEMENT**

by and between the

**PLUMAS COUNTY PUBLIC FACILITIES CORPORATION**

and

**UMPQUA BANK**

Relating to the Assignment of Sublease  
Dated the Date Hereof, Between

**PLUMAS COUNTY PUBLIC FACILITIES CORPORATION**  
**AND**  
**COUNTY OF PLUMAS**

Executed and Entered into as of June 1, 2015

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## ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Assignment Agreement"), executed and entered into as of June 1, 2015, by and between the **PLUMAS COUNTY PUBLIC FACILITIES CORPORATION**, a nonprofit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation"), and **UMPQUA BANK** (the "Bank");

### WITNESSETH:

**WHEREAS**, the Corporation and the County of Plumas, a political subdivision duly organized and existing under and by virtue of the laws of the State of California (the "County"), have executed and entered into a lease (the "Lease"), dated as of the date hereof, whereby the Corporation has agreed to lease the real property described in Exhibit A attached hereto, and all of the buildings, structures, fixtures thereon and improvements thereto (the "Demised Premises") from the County, as provided therein; and

**WHEREAS**, the Corporation and the County have entered into a sublease (the "Sublease") dated as of the date hereof, whereby the County has agreed to sublease the Demised Premises from the Corporation, as provided therein; and

**WHEREAS**, under and pursuant to the Sublease, the County is obligated to make base rental payments and pay additional rental to the Corporation for the lease of the Demised Premises to it; and

**WHEREAS**, the Corporation desires to assign to the Bank all of the Corporation's rights, title and interest in the Sublease and the Lease; and

**WHEREAS**, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Assignment Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Assignment Agreement;

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties hereto do hereby agree as follows:

**SECTION 1. Assignment.** The Corporation, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby unconditionally grant, transfer and assign to the Bank without recourse (i) all its rights to receive the Base Rental Payments and Additional Rental (as each term is defined in the Sublease) and all other rental payments scheduled to be paid by the County under and pursuant to the Sublease (other than Additional Rental for the payment in full of all costs and expenses incurred by the Corporation in connection with the execution, performance or enforcement of the Sublease or the assignment thereof, of the sublease of the Demised Premises to the County, including but not limited to payment of all fees, costs and expenses and all administrative costs of the Corporation in connection with the Demised Premises), (ii) all rents, profits, products and offspring from the

Demised Premises (as such term is defined in the Sublease) to which the Corporation has any right or claim whatsoever, (iii) the right to take all actions and give all consents under the Sublease and the Lease, (iv) the right of access more particularly described in the Sublease and (v) all other right, title, and interest of the Corporation in, to and under the Sublease and the Lease (collectively the "Assigned Rights"); provided that nothing contained herein shall abrogate the Corporation's rights to be indemnified as provided in the Sublease. The Corporation acknowledges that upon the execution and delivery of this Assignment Agreement, it shall have no right, title, or interest in or to the Base Rental Payments, Additional Rental, the Lease or the Sublease (other than its rights to indemnification under the Sublease and other than Additional Rental for the payment in full of all costs and expenses incurred by the Corporation in connection with the execution, performance or enforcement of the Sublease or the assignment thereof, of the sublease of the Demised Premises to the County, including but not limited to payment of all fees, costs and expenses and all administrative costs of the Corporation in connection with the Demised Premises).

**SECTION 2. Acceptance.** The Bank hereby accepts the foregoing assignment.

**SECTION 3. Representations, Warranties and Agreements.** To induce the Bank to accept the foregoing assignment, the Corporation hereby represents, warrants and agrees as follows: (a) the Corporation has made no prior sale or assignment of any of its right, title or interest in Sublease or the Lease, (b) the Corporation has not mortgaged or granted a security interest or otherwise encumbered its right, title or interest therein, (c) the Sublease and the Lease are genuine and in all respects are what they appear to be, (d) the Bank is not liable for and does not assume responsibility the performance of any of the covenants, agreements, duties or obligations specified in the Lease to be kept, paid or performed by the Corporation, and (e) as of the date hereof, the Lease and the Sublease are in full force and effect and neither the County nor the Corporation is in default of any of the terms set forth therein.

**SECTION 4. Payment of Rentals.** Upon payment or provision for payment to the Bank in full of all Base Rental Payments as described in the Sublease, Additional Rental and of all other amounts, including any additional rental owed by the County under the Sublease, this Assignment Agreement shall become and be void and of no effect with respect to the Sublease, and the Bank shall execute any and all documents or certificates reasonably requested by the Corporation to evidence the termination of this Assignment Agreement with respect to the Sublease.

**SECTION 5. Counterparts.** This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same Assignment Agreement and it will not be necessary in making proof of this Assignment Agreement to produce or account for more than one such counterpart. This Assignment Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by attaching a pdf copy to an email, and any printed or copied version of any signature page so delivered will have the same force and effect as an originally signed version of such signature page.

**SECTION 6. Governing Law.** This Assignment Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California.

**SECTION 7. Severability.** If any term, provision, covenant or condition hereof or any application hereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, all terms, provisions, covenants and conditions hereof and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**IN WITNESS WHEREOF**, the parties hereto have executed and entered into the Assignment Agreement by their officers thereunto duly authorized as of the day and year first above written.

**PLUMAS COUNTY PUBLIC FACILITIES  
CORPORATION**

By \_\_\_\_\_  
Executive Director

**UMPQUA BANK**

By \_\_\_\_\_  
Name: Dmitry Semenov  
Title: Vice President, Commercial Relationship  
Manager

## EXHIBIT A

### DEMISED PREMISES

The real property situated in the County of Plumas, State of California and described as follows, and all buildings, improvements, fixtures, appurtenant and related facilities thereon:

[County Health and Human Services Center and Courthouse]PARCEL 1:

BLOCK 6 OF THE TOWN OF QUINCY, AS SAID BLOCK IS SHOWN ON THE MAP FILED FOR RECORD JULY 3, 1873 IN BOOK "A" OF MAPS AT PAGE 36, PLUMAS COUNTY RECORDS.

APN: 115-061-001

PARCEL 2:

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, T24N, R9E, M.D.M. ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE DIVISION LINE BETWEEN THE SEMANS AND KELLOGG RANCHES, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID SECTION 10 BEARS SOUTH 71° 17' EAST 2019.5 FEET; THENCE NORTH 18 1/2° WEST 709.5 FEET TO THE NORTHEAST CORNER OF SAID SEMANS RANCH; THENCE WEST 1254.75 FEET; THENCE SOUTH 672.8 FEET; THENCE EAST 1479.85 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY, FROM WHICH POINT ENGINEER'S STATION "C" 352+74.74 P.O.C. OF THE DEPARTMENT OF PUBLIC WORKS SURVEY IN PLUMAS COUNTY, BETWEEN KEDDIE AND QUINCY, ROAD II-PLU-21-C, BEARS SOUTH 89° 21' 48" WEST A DISTANCE OF 29.08 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PROPERTY SOUTH 89° 21' 48" WEST, A DISTANCE OF 63.07 FEET; THENCE FROM A TANGENT WHICH BEARS NORTH 16° 46' 36" EAST, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1060 FEET, THROUGH AN ANGLE OF 7° 24' 45" A DISTANCE OF 137.13 FEET; THENCE ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID PROPERTY, SOUTH 19° 08' 12" EAST, 90.62 FEET TO ENGINEER'S STATION "C" 352+30.21 P.O.C. OF SAID SURVEY; THENCE CONTINUING ALONG SAID BOUNDARY LINE, SOUTH 19° 08' 12" EAST, 44.18 FEET TO THE POINT OF BEGINNING AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 19, 1937 IN BOOK 70 OF DEEDS AT PAGE 491, PLUMAS COUNTY RECORDS.

APN: 115-350-003

**ESCROW AGREEMENT**

by and between

[UNION BANK OF CALIFORNIA, N.A.,]  
AS ESCROW AGENT

and the

COUNTY OF PLUMAS

RELATING TO  
COUNTY OF PLUMAS  
CERTIFICATES OF PARTICIPATION, 2003 SERIES A

Executed and Entered into as of June 1, 2015

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## ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), executed and entered into as of June 1, 2015, by and between the COUNTY OF PLUMAS, a political subdivision duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "County"), and [UNION BANK OF CALIFORNIA, N.A.], a national banking association duly organized and existing under and by virtue of the laws of the United States (the "Trustee" and the "Escrow Agent");

### WITNESSETH:

**WHEREAS**, the Trustee serves as trustee under and pursuant to the Trust Agreement specified in Exhibit A hereto (the "Prior Trust Agreement"); and

**WHEREAS**, the County has determined that it is in the best interests of the County to refund the Outstanding (as that term is defined in the Prior Trust Agreement, and herein "Outstanding") certificates executed and delivered pursuant to the Prior Trust Agreement (as further defined in Exhibit A hereto, the "Refunded Certificates"); and

**WHEREAS**, the County has taken action to cause to be delivered to the Escrow Agent hereunder, for deposit in the Escrow Fund hereinafter referred to, certain securities (the "Escrow Securities") listed in Exhibit B hereto in an aggregate principal amount which, together with the money deposited in the Escrow Fund hereinafter referred to at the same time as such deposit (as specified in Exhibit A hereto, the "Funding Amount") and the income to accrue on the Escrow Securities, will be sufficient to provide for the payment of the principal and interest components and prepayment premium of the Refunded Certificates to and including the prepayment date specified in Exhibit A (the "Prepayment Date") and to prepay all Refunded Certificates outstanding on the Prepayment Date at the prepayment price specified in Exhibit A (the "Prepayment Price"), which represents the principal component thereof plus the applicable prepayment premium;

**WHEREAS**, the provisions of the Prior Trust Agreement are incorporated herein by reference as if set forth herein in full;

**NOW, THEREFORE**, the County and the Escrow Agent hereby agree as follows:

**SECTION 1. Establishment and Maintenance of Escrow Fund.** The Escrow Agent agrees to establish and maintain the Escrow Fund (the "Escrow Fund") until the Refunded Certificates have been paid or prepaid as provided herein, and, except as provided in Section 2 hereof, to hold the Escrow Securities and the money (whether constituting the initial deposit in the Escrow Fund or constituting receipts on the Escrow Securities) in the Escrow Fund at all times as a separate trust account wholly segregated from all other securities, investments or money held by it. All securities and money in the Escrow Fund are hereby irrevocably pledged, subject to the provisions of Section 2 hereof, to secure the payment or prepayment of the Refunded Certificates as provided herein; provided, that any money in the Escrow Fund that is not used for the payment or prepayment of the Refunded Certificates after payment of any

amounts then owed to the Escrow Agent shall be repaid to the County free from the account created by the Escrow Agreement.

**SECTION 2. Investment of Money in the Escrow Fund.** The Escrow Securities initially deposited in the Escrow Fund are certain securities with interest rates specified in Exhibit B hereto.

If amounts of interest on or repayments of principal of the Escrow Securities are received by the Escrow Agent in excess amounts or prior to the date on which such receipts are to be applied pursuant to Section 3 to the payment and prepayment of the Refunded Certificates, the Escrow Agent shall, upon the written request of the County, invest such receipts until the next interest or principal payment of the Refunded Certificates in other non-callable direct obligations of the United States of America or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America or, if such reinvestment is not feasible, shall retain such funds uninvested. Any receipts on investments made pursuant to this section in excess of the cost of such investments that are not needed for the payment and prepayment of the Refunded Certificates as provided herein shall after payment of amounts due the Escrow Agent be remitted to the County free from the account created by the Escrow Agreement. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this section and in full compliance with the provisions hereof.

**SECTION 3. Payment from the Escrow Fund.** The Escrow Agent is hereby irrevocably instructed to, and the Escrow Agent hereby agrees to (i) send timely notice of the prepayment of the Refunded Certificates on \_\_\_\_\_, 2015 in accordance with the Prior Trust Agreement, and (ii) collect and deposit in the Escrow Fund the interest on and principal of all Escrow Securities held in the Escrow Fund promptly as such interest and principal become due, and to use such interest and principal, together with any other money and the interest and principal of any other securities deposited in the Escrow Fund, to pay the interest and principal with respect to all outstanding Refunded Certificates as they become due and payable to and including \_\_\_\_\_, 2015 and to prepay all outstanding Refunded Certificates on \_\_\_\_\_, 2015 at the prepayment price thereof.

**SECTION 4. Deficiencies in the Escrow Fund.** If at any time it shall appear to the Escrow Agent that the money in the Escrow Fund, including the anticipated proceeds of the Escrow Securities, will not be sufficient to make all payments required by Section 3 hereof, the Escrow Agent shall notify the County in writing as soon as reasonably practicable of such fact, stating the amount of such deficiency and the reason therefor, and the County shall use its best efforts to obtain and deposit with the Escrow Agent for deposit in the Escrow Fund, from any legally available moneys, such additional money as may be required to provide for the making of all such payments; provided, that the Escrow Agent shall in no event or manner be responsible for the failure of the County to make any such deposit.

**SECTION 5. Compensation and Indemnification of the Escrow Agent.**

(a) The County shall pay the Escrow Agent an annual fee for its services hereunder and shall reimburse the Escrow Agent for its out-of-pocket expenses (including but

not limited to the fees and expenses, if any, of its counsel or accountants) incurred by the Escrow Agent in connection with these services, all as more particularly agreed upon by the County and the Escrow Agent; provided, that these fees and expenses shall in no event be deducted from the Escrow Fund.

(b) To the extent permitted by law, the County agrees to indemnify the Escrow Agent, its agents and its officers or employees for, and hold the Escrow Agent, its agents and its officers or employees harmless from, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind (including, without limitation, reasonable fees and disbursements of counsel or accountants for the Escrow Agent) which may be imposed on, incurred by, or asserted against the Escrow Agent or such other party at any time by reason of its performance of Escrow Agent's services, in any transaction arising out of the Escrow Agreement or any of the transactions contemplated herein, unless due to the negligence or willful misconduct of the particular indemnified party. The provisions of this Section shall survive the removal or resignation of the Escrow Agent.

## **SECTION 6. Functions of the Escrow Agent.**

(a) The Escrow Agent undertakes to perform only such duties as are expressly and specifically set forth in the Escrow Agreement and no implied duties or obligations shall be read into the Escrow Agreement against the Escrow Agent.

(b) The Escrow Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, and shall be protected and indemnified as stated in the Escrow Agreement, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document, report or opinion furnished to the Escrow Agent and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate, document, report or opinion.

(c) The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages, even if parties know of the possibility of such damages. The Escrow Agent shall have no duty or responsibility under the Escrow Agreement in the case of any default in the performance of covenants or agreements contained in the Prior Trust Agreement or in the case of the receipt of any written demand with respect to such default. The Escrow Agent is not required to resolve conflicting demands to money or property in its possession under the Escrow Agreement.

(d) The Escrow Agent may consult with counsel of its own choice (which may be counsel to the County) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(e) The Escrow Agent shall not be responsible for any of the recitals or representations contained herein or in the Prior Trust Agreement.

(f) The Escrow Agent may engage or be interested in any financial or other transaction with the County.

(g) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrow Securities and moneys to make the payments of principal and interest evidenced and represented by the Refunded Certificates.

(h) The Escrow Agent shall not be liable for any action or omission of the County under the Escrow Agreement, the Prior Trust Agreement or otherwise.

(i) Whenever in the administration of the account of the Escrow Agreement the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a Certification of the County (as that term is defined in the Prior Trust Agreement), and such certification shall, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of the Escrow Agreement upon the faith thereof.

(j) The Escrow Agent may at any time resign by giving written notice to the County of such resignation, whereupon the County shall promptly appoint a successor Escrow Agent by the resignation date. Resignation of the Escrow Agent will be effective sixty (60) days after notice of the resignation is given as stated above or upon appointment of a successor Escrow Agent, whichever first occurs. If the County does not appoint a successor Escrow Agent by the resignation effective date, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent (or may deposit with the court the Escrow Securities and money or other property held by it in the account under the Escrow Agreement), which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Agent. After receiving a notice of resignation of an Escrow Agent, the County may appoint a temporary Escrow Agent to replace the resigning Escrow Agent until the County appoints a successor Escrow Agent. Any such temporary Escrow Agent so appointed by the County shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

(k) The Escrow Agent will provide the County with statements of the account maintained hereunder.

(l) The County acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the County the right to receive brokerage confirmations of security transactions as they occur, the County specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the County periodic transaction statements which include detail for all investment transactions made by the Escrow Agent hereunder; provided that the Escrow Agent is not obligated to provide an accounting for any fund or account that (a) has a balance of \$0.00 and (b) has not had any activity since the last reporting date.

**SECTION 7. Notices.** All notices and communications hereunder shall be in writing and shall be deemed to be duly given if received or sent by first class mail, as follows:

If to the Escrow Agent: [to come]

If to the County: [to come]

**SECTION 8. Severability.** If any section, paragraph, sentence, clause or provision of the Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of the Escrow Agreement.

**SECTION 9. Execution.** The Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

**IN WITNESS WHEREOF**, the County and the Escrow Agent have caused the Escrow Agreement to be executed each on its behalf as of the day and year first above written.

**[UNION BANK OF CALIFORNIA, N.A.],**  
as Escrow Agent

By \_\_\_\_\_  
Authorized Officer

**COUNTY OF PLUMAS**

By \_\_\_\_\_  
Chair of the Board of Supervisors

## **EXHIBIT A**

Prior Trust Agreement:

Trust Agreement dated as of January 1, 2003, by and among Union Bank of California, N.A., the Plumas County Finance Corporation, Inc., and the County Of Plumas

Refunded Certificates:

County of Plumas Certificates of Participation, 2003 Series A executed and delivered on January \_\_, 2003, with an aggregate principal amount of \$\_\_\_\_\_, of which \$\_\_\_\_\_ is currently outstanding

Prepayment Date:

\_\_\_\_\_, 2015

Prepayment Price:

100% of the principal amount of Refunded Certificates maturing on and after \_\_\_\_\_, plus accrued interest

Funding Amount:

**EXHIBIT B**  
**SLGS SUBSCRIPTION**

**EXHIBIT C**  
**DEFEASANCE NOTICE**  
**[to come]**

Recording Requested By And When Recorded  
Mail To:

COUNTY OF PLUMAS  
c/o Orrick, Herrington & Sutcliffe LLP  
The Orrick Building  
405 Howard Street  
San Francisco, California 94105

Attention: Philip C. Morgan, Esq.

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This document is recorded for the benefit of the County of Plumas and the recording is fee-exempt under Section 27383 of the California Government Code.

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**MUTUAL CANCELLATION AND TERMINATION OF  
SITE LEASE, LEASE AGREEMENT AND ASSIGNMENT AGREEMENT**

THIS MUTUAL CANCELLATION AND TERMINATION OF SITE LEASE, LEASE AGREEMENT and ASSIGNMENT AGREEMENT (this "Mutual Cancellation"), dated as of June 1, 2015, to be effective as of \_\_\_\_\_, 2015, is entered into by and among:

- (1) COUNTY OF PLUMAS, a political subdivision duly organized and existing under and by virtue of the Constitution and laws of the State of California ("County");
- (2) PLUMAS COUNTY PUBLIC FACILITIES CORPORATION, a nonprofit public benefit corporation, duly organized and existing under the laws of the State of California ("Corporation"); and
- (3) UNION BANK OF CALIFORNIA, N.A., a national banking association, duly organized and existing under and by virtue of the laws of the United States as trustee ("Trustee").

**RECITALS**

- A. County and Corporation are parties to that certain Site Lease (the "Site Lease") dated as of January 1, 2003 and covering certain real property described in Exhibit A to the Site Lease and recorded on January 29, 2003 in the Official Records of Plumas County, California (the "Official Records"), as Recorder's Serial No. 2003-0001067;
- B. County and Corporation are parties to that certain Lease Agreement (the "Lease Agreement") dated as of January 1, 2003 and covering certain real property described in Exhibit B-1 to the

Lease Agreement and recorded on January 29, 2003 in the Official Records, as Recorder's Serial No. 2003-0001068; and

- C. Corporation and Trustee are parties to that certain Assignment Agreement (the "Assignment Agreement") dated as of January 1, 2003, and recorded on January 29, 2003 in the Official Records, as Recorder's Serial No. 2003-0001069 by which Corporation assigned its interests under the Site Lease and Lease Agreement to the Trustee; and
- D. The parties hereto mutually desire to cancel and terminate the Lease, the Lease Agreement and the Assignment Agreement.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

County, Corporation and Trustee each hereby mutually agree to cancel and terminate any and all rights, title and interest each party may hold under either the Site Lease, the Lease Agreement or the Assignment Agreement, and further agree that the Site Lease, the Lease Agreement and the Assignment Agreement shall have no further force and effect. This Mutual Cancellation may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Mutual Cancellation to be executed as of the day and year first above written.

**COUNTY:**

**COUNTY OF PLUMAS**

By: \_\_\_\_\_  
Chair of the Board

**CORPORATION:**

**PLUMAS COUNTY PUBLIC FACILITIES  
CORPORATION**

By: \_\_\_\_\_  
Executive Director

**TRUSTEE:**

**UNION BANK OF CALIFORNIA, N.A.**

By: \_\_\_\_\_  
Authorized Officer



Julie A. White  
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

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

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

7

**DATE:** May 26, 2015

**TO:** The Honorable Board of Supervisors

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

**SUBJECT:** Request Approval of the Lease and Sublease Agreement with the Plumas County  
Public Facilities Corporation in relation to the refunding of the 2003 Certificates of Participation

**Recommendation:** Approve as presented the Lease and Sublease Agreement with the Plumas  
County Public Facilities Corporation.

**Background and Discussion:** Assuming that the final approval was granted by the Plumas  
County Public Facilities Corporation to refund the 2003 Certificates of Participation the Board of  
Supervisors needs to Lease and Sublease these buildings back from the Plumas County Public  
Facilities Corp. The buildings involved are the County Courthouse and Annex.

Thank you.

**COPY**

**RESOLUTION NO. 2015-\_\_**

**RESOLUTION OF THE COUNTY OF PLUMAS, AUTHORIZING THE EXECUTION AND  
DELIVERY OF A LEASE, A SUBLICENSE, AN ASSIGNMENT AGREEMENT, A  
CONTRACT OF PURCHASE AND AN ESCROW AGREEMENT; AND AUTHORIZING  
CERTAIN OTHER ACTIONS IN CONNECTION WITH A LEASE FINANCING**

**WHEREAS**, the County of Plumas, a political subdivision duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "County") has heretofore authorized the execution and delivery of certificates of participation evidencing and representing proportionate interests of the owners thereof in base rental payments made and to be made by the County pursuant to the Lease Agreement dated as of January 1, 2003 (the original principal components of the base rental payments of which aggregate \$18,400,000) (the "2003 Lease Agreement");

**WHEREAS**, the obligations under the 2003 Lease Agreement may be prepaid, and cost savings may be realized by prepaying the 2003 Lease Agreement; and

**WHEREAS**, the Plumas County Public Facilities Corporation (the "Corporation") has agreed or will agree to assist the County in the prepayment described herein by entering into a lease (the "Lease") with the County pursuant to which the Corporation will pay advance rental to the County for the lease of certain real property described in Exhibit A attached hereto (the "Demised Premises"); and

**WHEREAS**, the County and the Corporation will enter into a sublease (the "Sublease") pursuant to which the County will lease back the Demised Premises from the Corporation; and

**WHEREAS**, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the County is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided;

**NOW, THEREFORE**, be it resolved by the Board of Supervisors of the County of Plumas as follows:

**SECTION 1.** The County hereby specifically finds and declares that the actions authorized hereby constitute and are with respect to public affairs of the County and that the statements, findings and determinations of the County set forth above and in the preambles of the documents approved herein are true and correct.

**SECTION 2.** The form of the lease (the "Lease"), between the County, as lessor, and the Corporation, as lessee, presented to this meeting and on file with the Clerk of the Board of Supervisors of the County, is hereby approved. The Chair of the Board, County Auditor,

County Treasurer or any other officers duly designated by the Chair of the Board (the "Authorized Officers") are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the County to execute, acknowledge and deliver to the Corporation the Lease in substantially said form, with such changes therein as such Authorized Officer may require or approve with the consent of County Counsel of the County ("County Counsel"), such approval to be conclusively evidenced by the execution and delivery thereof.

**SECTION 3.** The form of the sublease (the "Sublease"), between the Corporation, as sublessor, and the County, as sublessee, presented to this meeting and on file with the Clerk of the Board of Supervisors of the County, is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the County to execute, acknowledge and deliver to the Corporation the Sublease in substantially said form, with such changes therein as such Authorized Officer may require or approve with the consent of County Counsel, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the aggregate principal amount of Base Rental Payments shall not exceed \$15,500,000, the initial interest rate on the Base Rental Payments shall not exceed 4.50% per annum, the final Base Rental Payment shall be due no later than June 1, 2033 (subject to a 10-year extension as provided in the Lease and Sublease) and the net present value of the savings shall at least equal 3% of the principal component of the outstanding obligations under the 2003 Lease Agreement.

**SECTION 4.** The form of Assignment Agreement (the "Assignment Agreement"), between the Corporation and Umpqua Bank (the "Bank"), presented to this meeting and on file with the Clerk of the Board of Supervisors of the County, is hereby approved.

**SECTION 5.** The form of Contract of Purchase (the "Purchase Contract"), between the Corporation and the Bank, presented to this meeting and on file with the Clerk of the Board of Supervisors of the County, is hereby approved.

**SECTION 6.** The form of the Escrow Agreement (the "Escrow Agreement"), by and between the County and the trustee for the Certificates of Participation (Capital Improvement Program), 2003 Series A, presented to this meeting and on file with the Clerk of the Board of Supervisors of the County, is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized for and in the name and on behalf of the County, to execute, acknowledge and deliver the Escrow Agreement in substantially said form, with such changes therein as such Authorized Officer may require or approve with the consent of County Counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

**SECTION 7.** The Demised Premises to be leased pursuant to the Lease and Sublease shall be the property described in Exhibit A hereto.

**SECTION 8.** The Board of Supervisors acknowledges and understands that the same attorney(s) within County Counsel may represent and advise both the County and the Corporation regarding financings and applicable documents, and waives any potential or actual conflicts of interest arising therefrom.

**SECTION 9.** The officers of the County are hereby authorized, jointly and severally, to do any and all things and to execute and deliver any and all documents (including, but not limited to, an agreement to establish a project fund with the Bank) which they may deem necessary or advisable in order to consummate this financing, including the prepayment and termination of the 2003 Lease Agreement and the related lease, and otherwise to carry out, give effect to and comply with the terms and intent of this resolution, the Lease, the Sublease, the Assignment Agreement, the Purchase Contract and the Escrow Agreement (in the event it is determined that such Agreement will be entered into as part of the refunding). Such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

**SECTION 10.** This resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Chair of the Board of Supervisors

[SEAL]

**ATTEST:**

Clerk of the Board of Supervisors

By \_\_\_\_\_