

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF JULY 21, 2015 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) MENTAL HEALTH

- 1) Approve and authorize the Chair to sign Agreement between County of Plumas and Native American Mental Health Services; approved as to form by County Counsel
- 2) Approve submission of, and authorize the Interim Mental Health Director to sign, Federal Substance Abuse and Mental Health Services Administration Block Grant (MHBG) Renewal Application for FY15-16 to DHCS; approved as to form by County Counsel

B) ALCOHOL & OTHER DRUG SERVICES

Approve and authorize the Chair to sign the following Agreement(s) to provide residential treatment and/or detoxification services:

- Agreement #AODS1516CORR with Community Recovery Services, Grass Valley - \$75,000
- Agreement #AODS1516EMPIRE with Empire Recovery Center, Redding - \$75,000
- Agreement #AODS1516SKYWAY with Skyway House, Chico - \$75,000
- Agreement AOD1516PHI with Progress House, Placerville - \$75,000
- Agreement #AOD1516WHH with West Hills Hospital, Reno - \$75,000

C) SOCIAL SERVICES

Approve and authorize the Director of Social Services to sign an agreement with Les Schwab – Horton Tire Center for vehicle maintenance and repair for FY 2015-2016; and authorize the Director of Social Services to execute an extension of the agreement for an additional period of time not to exceed twelve calendar months at the conclusion of the current terms, subject to the availability of state and federal funds; approved as to form by County Counsel

D) VETERANS SERVICES

- 1) Approve and authorize the Chair to sign the Certificates of Compliance for the MediCal Cost Avoidance Program and the County Subvention Program for FY 2015/2016 from the California Department of Veterans Affairs; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Service Agreement VA1516SIERRA with Sierra County to provide Veterans Services to residents in Sierra County; approved as to form by County Counsel

E) FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize the Chair to sign Contract Amendment #3 between County of Plumas and Reuben Ramirez, dba Top Mop Janitorial for custodial maintenance at Portola Library and Sheriff's Substation; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Contract Addendum #4 between County of Plumas and Tim Ringo, dba Bob's Janitorial Service for custodial maintenance at Health & Human Services Annex; approved as to form by County Counsel

F) SHERIFF

Authorize the Auditor to pay invoice of \$53.98 for FY 15-16 and \$33.09 for FY 14-15 to Sav-Mor for expenses incurred during marijuana garden eradication

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Grizzly Ranch Community Services District; Beckwourth County Service Area; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District; County Service Area #12.

Convene as the Grizzly Ranch Community Services District Governing Board

2. GRIZZLY RANCH CSD – Robert Perreault

Adopt **RESOLUTION** to allow the County Auditor/Controller to Collect Water/Sewer Fees on the County FY 2015-2016 Tax Roll for Grizzly Ranch CSD. **Roll call vote**

Adjourn as the Grizzly Ranch Community Services District Governing Board and reconvene as the Board of Supervisors

3. DEPARTMENTAL MATTERS

A) 10:15 PUBLIC HEALTH AGENCY – Mimi Hall

PUBLIC HEARING: Adopt **RESOLUTION** amending portions of the Master Fee Schedule establishing a service fee for Outdoor Festival Permit Medical Facility Plan for Plumas County Public Health Agency, effective July 21, 2015. **Roll call vote**

B) EMERGENCY SERVICES – Jerry Sipe

Approve FY 2015-2016 grant funding from the California Department of Fish & Wildlife for up to \$30,000; and authorize purchase of oil spill response trailer and familiarization training from Global Diving and Salvage, Inc. of \$29,987; discussion and possible action

C) PLANNING – Randy Wilson

Approve and authorize the Planning Director to sign Amendment No. 1 to the Funding Agreement between County of Plumas and Feather River Land Trust in regard to Agreement between County of Plumas and Department of Water Resources (Prop 50 Grant) to accommodate the creation of an interest free escrow account to enable the purchase of property known as Chester River Parkway project; approved as to form by County Counsel; discussion and possible action

D) PUBLIC WORKS – Robert Perreault

Authorize the Department of Public Works to recruit and fill 1.0 FTE Equipment Service Worker position in the Quincy Road Maintenance Shop; discussion and possible action

4. BOARD OF SUPERVISORS

- A. Approve and authorize the Chair to sign response(s) to mid-year report from the 2014-2015 Plumas County Grand Jury; discussion and possible action
- B. Approve and authorize the Chair to sign Agreement between County of Plumas and Big Fish Creations of \$7,200 for FY 2015-2016 Website Maintenance Services; approved as to form by County Counsel; discussion and possible action
- C. Adopt **RESOLUTION** to Affirm the Commitment of the County of Plumas to Preventing Commercial Sexual Exploitation of Children in our County and to work collaboratively with all County Partners to Identify, Protect, and Serve these Vulnerable Children and Youth. **Roll call vote**
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- F. Appointments

INTEGRATED WASTE MANAGEMENT TASK FORCE

Appoint Faith Straley to the Integrated Waste Management Task Force to fill a vacancy

5. 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
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, August 04, 2015, Board of Supervisors Room 308, Courthouse, Quincy, California.

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



MEMO

DATE: JULY 8, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: MIMI HALL, INTERIM DIRECTOR

SUBJECT: CONSENT AGENDA ITEM FOR JULY 21, 2015

RE: APPROVE AND AUTHORIZE RENEWAL AGREEMENT BETWEEN MENTAL HEALTH AND NATIVE AMERICAN MENTAL HEALTH SERVICES

IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS: Approve and authorize the FY2015-2017 contract for Native American Mental Health Services, which has been approved as to form by County Counsel.

BACKGROUND AND DISCUSSION: This is the second contract renewal between Native American Mental Health Services and Plumas County Mental Health. Native American provides telemedicine/telepsychiatric services for Mental Health on a weekly basis. The telemed/telepsychiatric program has allowed the Department to expand the range of Mental Health's resources and services within the county by providing much needed access to at-risk, geographic and/or socioeconomic disadvantaged populations via teleconferencing.

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

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Mimi Hall, Interim Director



Date: July 10, 2015

To: Honorable Board of Supervisors

From: Mimi Hall, Interim Mental Health Director

Agenda: Item for Board of Supervisors on July 21, 2015

Recommendation: Approval submission of, and authorize the Interim Mental Health Director to sign, the federal Substance Abuse and Mental Health Services Administration Block Grant (MHBG) Renewal Application for FY15-16 to DHCS.

Background Information:

Plumas County's application consists of programs for the base allocation and for the dual diagnosis set-aside and must be submitted electronically to the California Department of Health Care Services (DHCS) by close of business on August 3, 2015. The DHCS allocates MHBG funding to counties to establish or expand community-based systems of care for providing mental health services to adults with serious mental illness (SMI) and children with serious emotional disturbance (SED). Plumas County Mental Health has received the MHBG for the past decade to support the Mental Health Drop-In Center. The Drop-In Center's goals are to assist adults in maintaining independent living, prevent hospitalizations, promote self-esteem and well-being, and integrate mental and physical health. Programs include community and social engagement, employment training/job coaching, substance abuse education and prevention, medication services and tele-psychiatry, and board and care.

1B



ALCOHOL AND OTHER DRUG SERVICES

270 County Hospital Road, Suite 111, Quincy, CA 95971
Treatment (530) 283-7050 Prevention (530) 283-6118
<http://www.plumascounty.us/index.aspx?nid=2349>

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

Recommendation:

Approve and authorize the Chair to sign contracts in amounts not to exceed \$75,000 per each organization listed below to provide residential treatment and/or detoxification services:

1. Agreement #AODS1516CORR with Community Recovery Services, Grass Valley
2. Agreement #AODS1516EMPIRE with Empire Recovery Center, Redding
3. Agreement #AODS1516SKYWAY with Skyway House, Chico
4. Agreement #AOD1516PHI with Progress House, Placerville
5. Agreement #AOD1516WHH with West Hills Hospital, Reno

Approved as to form by County Counsel. Copies of the agreements are on file with the Clerk of the Board for your review.

Background Information:

In accordance with the Substance Abuse Prevention and Treatment (SAPT) grant requirements established by the California Department of Health Care Services, Plumas County Alcohol and Other Drug Services (AODS) include treatment for alcohol and substance abuse. Outpatient treatment services are provided by AODS certified counselors for individual and group counseling and intensive outpatient treatment. SAPT allowable treatment services also include residential services for short-term recovery (up to 30 days) and long-term recovery (over 30 days). There are no in-county facilities that provide residential treatment services and, therefore, Plumas AODS contracts with out-of-county facilities for these services. AODS certified counselors refer clients to residential services based on their individual assessments and appropriate level of care.



ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

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

DATE: JULY 13, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JULY 21, 2015 – CONSENT AGENDA

RE: APPROVE CONTRACT FOR VEHICLE MAINTENANCE AND REPAIR
SERVICES

It is Recommended that the Board of Supervisors

1. Approve and authorize the Director of the Department of Social Services to sign an agreement with Les Schwab – Horton Tire Center for vehicle maintenance and repair for FY 2015-2016.
2. Authorize the Director of the Department of Social Services to execute an extension of the agreement for an additional period of time not to exceed twelve calendar months at the conclusion of the current terms, subject to the availability of state and federal funds.

Background and Discussion

The Department of Social Services annually executes contracts for vehicle maintenance and repair. One such contract are before the Board today for your approval. To ease the administrative burdens that renewal of these agreements would create, the Department recommends that the Board authorize the Director of the Department of Social Services to extend the agreement for an additional term not to exceed twelve calendar months at the conclusion of the current term.

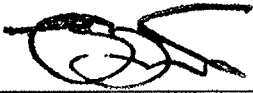
Financial Impact

Funds have been appropriated in the proposed Department budget to cover the cost of the agreement.

Other Agency Involvement

County Counsel has reviewed the agreement and approved as to form.

PLUMAS COUNTY DEPT. OF SOCIAL SERVICES

A handwritten signature in black ink, appearing to read 'Elliott Smart', written over a horizontal line.

ELLIOTT SMART, DIRECTOR

Copies (cover memo only): DSS Management Staff

Enclosures (2)

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 Department of Social Services/Public Guardian (hereinafter referred to as "County"), and Horton Tire Center/RSH, Inc, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services 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 THIRTEEN THOUSAND Dollars (\$13,000.00).
3. Term. The term of this Agreement shall be from JULY 1, 2015 through JUNE 30, 2016, unless terminated earlier as provided herein.
4. Extension. This Agreement may be extended for an additional period not to exceed twelve calendar months subject to an agreement by the parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties.
5. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
6. 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.
7. 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.

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

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

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

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

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

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

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

County:

Department of Social Services/Public Guardian
County of Plumas
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: ELLIOTT SMART

Contractor:

Horton Tire Center/RSH Inc.
116 E. Main Street
Quincy, CA 95971
Attention: STEPHANIE HORTON

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

Horton Tire Center/RSH Inc., a California Corporation

By: _____
Name: RON HORTON
Title: OWNER
Date signed:

By: _____
Name: STEPHANIE HORTON
Title: OWNER
Date signed:

COUNTY:

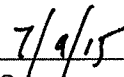
County of Plumas, a political subdivision of the State of California

By: _____
Name: ELLIOTT SMART
Title: DIRECTOR
Date signed:

APPROVED AS TO FORM:



Plumas County Counsel



Date

EXHIBIT A

Scope of Work

1. Provide the following automotive repair services on an as-needed basis upon request of the County:
 - a. Lube, oil, and filter changes (LOF).
 - b. Sale and installation of new tires.
 - c. Tire rotation.
 - d. Mounting and balancing of tires.
 - e. Vehicle alignment.
 - f. Brakes and shocks repair and replacement.
 - g. Transmission Service
2. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$90.00 per hours.
2. Prices for tires quoted prior to installation.
3. Prices for brake service quoted after inspection.
4. Transmission service shall be charged at a flat rate of \$115.00 to \$140.00, depending on the type of vehicle.
5. Front end alignment shall be charged at a flat rate of \$57.00. Alignment service on all four wheels shall be charged at a flat rate of \$83.50.
6. LOF changes with inspection shall be charged at \$39.00 to \$43.00 (all inclusive), depending on the type of vehicle, for up to 5 quarts of oil, with no charge rotation with Les Schwab Tires.
7. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
8. Contractor shall be paid monthly in accordance with the terms of the Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

1D

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 Date 283-6425 Fax July 6, 2015	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Consent Agenda Item for July 21, 2015

Description/Recommendation:

- a. Approve and authorize the Chair to sign the Certificates of Compliance for the MediCal Cost Avoidance Program and the County Subvention Program for FY 2015/2016 from the California Department of Veterans Affairs.
- b. Approve and direct the Chair to sign Service Agreement VA1516SIERRA with Sierra County to provide Veterans Services to residents in Sierra County

Background Information: The State of California, through the California Department of Veterans Affairs (CDVA) provides funds of the current Plumas County Veterans Services Office budget. The California Military and Veterans Code, Sections 972.1 and 972.2 outline how these funds will be distributed.

This revenue is generated through three State implemented programs: County Subvention, Medi-Cal Cost Avoidance (MCCA) and the Veterans Service Office Fund (VSOF), and are distributed through the California Department of Veterans Affairs. As all fifty-eight Counties participate equally in these revenue programs, actual revenue per County can fluctuate dramatically from year to year depending on the workload and other factors of each office during each reporting period.

Subvention Funding is a constant fund to all participating counties on a pro rate basis. This allocation is based on the overall State Workload of all County Veterans Service Offices, and stable allocations, one to assist with covering the administrative costs of running the office.

Medi-Cal Cost Avoidance funding is distributed to all participating counties on a pro rata basis using a formula based on the number of claims processed as a direct result of referrals from the Department of Social Services.

Veterans Service Officer Funds are distributed to each county based on Net County Cost of the County Veterans Service Office. This funding is derived from sale of special veteran's license plates.

Through this agreement with Sierra County Plumas County provides a Veterans Services Officer to assist veterans with claim preparation and submission; referral services for VA home loans; with appeals when appropriate; Eligibility/enrollment and applications to enroll Veterans in the VA Health Care System; Veteran's Benefits Verification and Referral through use of State of California-Health and Human Services Agency CW-5 Form which will be faxed from Sierra County to Veterans Service Office in Quincy at (530) 283-6425 for verification and return; and will educate Veterans on all aspects of their benefits.



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

1E1

Dony Sawchuk
Director

Board Date: July 21, 2015

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: Approve Contract Amendment #3 for Reuben Ramirez, DBA Top Mop Janitorial for the Janitorial Maintenance Contract at Portola Library & Sheriff's Office.

Background

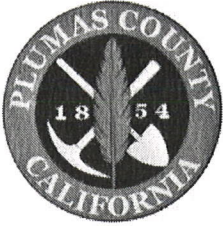
Top Mop Janitorial is responsible for the Janitorial Maintenance of the following facilities in this contract:

1. Portola Library
2. Portola Sheriff's Office

Recommendation

Approve Contract Amendment #3 for Reuben Ramirez, DBA Top Mop Janitorial for the Janitorial Maintenance Contract at Portola Library & Sheriff's Office.

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



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

1E2

Dony Sawchuk
Director

Board Date: July 21, 2015

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: Approve Contract Addendum #4 for Tim Ringo, DBA Bob's Janitorial Service for the Custodial Maintenance Contract the Health & Human Services Building.

Background

Bob's Janitorial Service is responsible for the Custodial Maintenance of the following facilities in this contract:

1. Health & Human Services Building

Recommendation

Approve Contract Addendum #4 for Tim Ringo, DBA Bob's Janitorial Service for the Custodial Maintenance Contract the Health & Human Services Building.

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




GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

1/F

Memorandum

DATE: July 13, 2015
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Item for the meeting of August 4, 2015

Recommended Action:

Approve and authorize Auditor to pay Sav-Mor invoice in the amount of \$53.98 for expenses incurred by the Sheriff's Office for a marijuana garden eradication.

and
\$33.09

Background and Discussion:

Supplies for SWAT team and support staff during a multiagency marijuana eradication in a remote area of the County. Given the location, weather and time required it was necessary to provide this support to maintain the officers' health and safety.

2015006222



Store 17 - 1947 E. Main St, Quincy
Phone 530/283-2370

3 @ 2.88		
	CRYSTAL GYSR WATER	8.64 F
3 @ 1.20		
	CRV	NP 3.60 F
	GATORADE WIDE	4.98 F
	CRV	NP 0.40 F
	G2 RASPBERRY LEMON	5.98 F
	CRV	NP 0.40 F
	GATORADE RIPTIDE	5.98 F
	CRV	NP 0.40 F
	GATORADE WIDE	4.98 F
	CRV	NP 0.40 F
	GATORADE WIDE	4.98 F
	CRV	NP 0.40 F
3 @ 3.98		
	20LB CRUSHED ICE	11.94 B
	TAX	0.90

**** BALANCE 53.98

PAYMENT TYPE: SAV MOR CHARGE
AMOUNT: \$53.98
ACCOUNT NUMBER: 170027
INVOICE NUMBER: 177171207/07/15

VF	SAV MOR CHARGE	53.98
	CHANGE	0.00

TOTAL NUMBER OF ITEMS SOLD = 19
07/07/15 03:26PM 17 12 177 11226

Like us on Facebook !
www.facebook.com/SAVMORFOODS

Visit Our
facebook
Page



*Specials,
Recipes,
Ideas..*

CUSTOMER SERVICE HOTLINE 877-728-6671

**** Our Receipts are BPA-Free ****

Your eligible dollars on this purchase
\$47.48

You can receive a 25 cent per gallon
reward by making a simple purchase of
\$75 or more of eligible items.

One fuel reward per eligible
transaction.

Reward is limited to 1 fuel purchase.
Limit 30 gallons or \$75 on debit or
credit card purchases at the pump.

Reward expires on 9/7/2015.

All promotions have restrictions and
exclusions - Please see store for
details.

Kone

File Help
Electronic Journal File For Terminal 011 Date 06/23/15
Search 33.09

2 @ 3.28
CRYSTAL GYSR WATER 6.56 F
2 @ 1.20
CRV NP 2.40 F
GATORADE WIDE 4.98 F
CRV NP 0.40 F
GATORADE WIDE 4.98 F
CRV NP 0.40 F
GATORADE 4.98 F
CRV NP 0.40 F
2 @ 4.18
20LB CRUSHED ICE 8.36 B
MC SCANNED COUPON 1.00-F
TAX 0.63
**** BALANCE 33.09

Print

Cancel

F1 Help F3 Quit

Time=17:37 Current Window=1 Number of Windows=1 SYSTEM MESSAGE AVAILABLE

PAYMENT TYPE: SAV MOR CHARGE
AMOUNT: \$33.09
ACCOUNT NUMBER 208171106
INVOICE NUMBER 208171106/23/15
I agree to pay the above total amount
according to the card issuer agreement

06/23/15 04:15pm 17 11 208 11226

GRIZZLY RANCH COMMUNITY SERVICES DISTRICT
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT
555 Main Street • Quincy, CA 95971 • (530) 283-6268 • Fax (530) 283-6323
Robert A. Perreault, Jr., P.E. *County Engineer and Manager, GRCS*

AGENDA REQUEST

For the July 21, 2015 meeting of the Grizzly Ranch CSD Governing Board

July 13, 2015

T0: Honorable Governing Board

From: Robert A. Perreault, Jr., Manager, GRCS

Subject Adopt a Resolution pertaining to the collection of annual fees on the Plumas County Tax Rolls for the Grizzly Ranch CSD for services of the sewer system and the water system.

Background:

Each year, the Grizzly Ranch CSD requests the County Auditor to collect the water and sewer fees on the Tax Rolls. The fees proposed to be collected for 2015/16 remains unchanged from previous years. Three-hundred, twenty-six (326) lots will each be billed \$1,368.70 plus a \$2.50 fee charged by the Auditor to collect the fees on the tax roll.

Attached is a draft Resolution, "Requesting Collection of Charges on Tax Roll," for consideration by the Governing Board. The draft Resolution has been approved as to form by Deputy County Counsel.

Also attached, for information, is a listing of the lots that will receive the water and sewer fees on their tax bill.

Recommendation:

GRCS staff respectfully recommends that the Governing Board vote to approve the Resolution to collect current water and sewer fees on the Plumas County Tax Rolls.

Resolution _____

RESOLUTION NO. _____

REQUESTING COLLECTION OF CHARGES ON TAX ROLL

Whereas, the Grizzly Ranch CSD (hereinafter "District") requests the County of Plumas collect on the County tax rolls certain charges which have been imposed pursuant to section to Resolution 14-7986 by the District, attached hereto, and

Whereas, the County has required as a condition of the collection of said charges that the District warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

Now, Therefore, Be It Hereby Resolved by the Board of the District that:

1. The Auditor-Controller of Plumas County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.
2. The District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Plumas County comply with all requirements of state law, including but not limited to Articles XIIIC and XIID of the California Constitution (Proposition 218).
3. The District releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of District.
4. The District agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of District's of said taxes, assessments, fees and/or charges requested to be collected by County for District, or in any manner arising out of District's establishment and imposition of said taxes, assessments, fees and/or charges. District agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of District's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of District, including property taxes.
5. The District agrees that its officers, agents and employees will cooperate with the County in answering questions referred to District by County from any person concerning the District's taxes, assessments, fees and/or charges, and that District will not refer such persons to County officers and employees for response.
6. The District agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and charges, as provided by Government Code sections 29304 and 51800.

Resolution _____

PASSED AND ADOPTED by District this _____ day of _____, 20____, by the following vote on roll call:

AYES Board members:

NOES Board members:

ABSENT Board members:

Chairperson

ATTEST:

District Clerk

-----		District	District Tax Code		Admin Tax Code
		Grizzly Ranch CSD	50200	50201	
Assessment	Assessee Name	District Amount		Admin Amount	
028010005000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50		
028010014000	GRIZZLY RANCH GOLF CLUB LLC A CA LLC	\$1,368.70	\$2.50		
028010006000	GRIZZLY RANCH GOLF CLUB LLC A CA LLC	\$1,368.70	\$2.50		
028010016000	BECKWOURTH FIRE PROTECTION DIST	\$1,368.70	\$2.50		
028010028000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50		
028010032000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50		
28010038000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50		
028010042000	BECKWOURTH FIRE PROTECTION DIST	\$1,368.70	\$2.50		
028010043000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50		
028010047000	GRIZZLY RANCH GOLF CLUB LLC A CA LLC	\$1,368.70	\$2.50		
028010048000	GRIZZLY RANCH ASSOCIATION	\$1,368.70	\$2.50		
028010049000	GRIZZLY RANCH GOLF CLUB LLC A CA LLC	\$1,368.70	\$2.50		
028020005000	TURNER JOHN E & CAROL A HMW	\$1,368.70	\$2.50		
028020006000	HAZEN PAUL & CASSANDRA TRUSTEE	\$1,368.70	\$2.50		
028030002000	WOLF TREE PARTNERS LP A CO LTD PARTNERSHIP	\$1,368.70	\$2.50		
028030007000	COOPER TERRIL L TRUSTEE	\$1,368.70	\$2.50		
028030008000	COOPER LARRY M TRUSTEE	\$1,368.70	\$2.50		
028030009000	GRIZZLY RANCH ASSOCIATION	\$1,368.70	\$2.50		
028030010000	RAPPAPORT JAMES R & MARILYN L TRUSTEE	\$1,368.70	\$2.50		
028030011000	LOW JOAN E ETAL	\$1,368.70	\$2.50		
028030012000	USA HOMEOWNERSHIP FOUNDATION INC	\$1,368.70	\$2.50		
028030013000	GARNETT CAROLYN HINKEY TRUSTEE	\$1,368.70	\$2.50		
028030014000	MC NAMARA DANIEL J & MARY PATRICIA ANN TRUSTEE	\$1,368.70	\$2.50		
028030015000	APPELBAUM STEVEN & REGAN MOLLY TRUSTEE	\$1,368.70	\$2.50		
028030016000	HENRY MICHAEL H	\$1,368.70	\$2.50		
028030017000	BRIDGE JOHN M & PATRICIA R	\$1,368.70	\$2.50		
028030018000	TEW ROGER E & JANICE M TRUSTEE	\$1,368.70	\$2.50		
028030019000	NORRIS ANDREW D III & SHERIDAN SALLY TRUSTEE	\$1,368.70	\$2.50		
028030020000	BECHEN PETER F & JANE G HMW	\$1,368.70	\$2.50		
028030022000	BULLIS CRAIG M & AMY J	\$1,368.70	\$2.50		
028030023000	JOHNSON ROSE MARY	\$1,368.70	\$2.50		
028030024000	MC DONALD MICHAEL L & JEANNINE MARIE	\$1,368.70	\$2.50		
028030025000	PERRY GEORGE BARCLAY JR & SUSAN DOLL TRUSTEE	\$1,368.70	\$2.50		

028030026000	TEDSEN DONALD F JR & LESLIE HW	\$1,368.70	\$2.50
028030027000	MILLER JAMES I & GAYANNA TRUSTEE	\$1,368.70	\$2.50
028030029000	LOWE MICHAEL H & CHRISTY GLASS	\$1,368.70	\$2.50
028030030000	SPANGENBERG DAVID & MATSUDA PEGGY HW	\$1,368.70	\$2.50
028030031000	SPANGENBERG DAVID & MATSUDA PEGGY HW	\$1,368.70	\$2.50
028030032000	PRINN LINDA J TRUSTEE ETAL	\$1,368.70	\$2.50
028030033000	HAGOPIAN BERGE K & MARY ANN	\$1,368.70	\$2.50
028030034000	HUBBARD MICHAEL O & MELINDA F HW	\$1,368.70	\$2.50
028030035000	PRINN LINDA J TRUSTEE ETAL	\$1,368.70	\$2.50
028030036000	PENNINGTON TIMOTHY M III & MELISSA J	\$1,368.70	\$2.50
028030037000	PENNINGTON TIMOTHY M III & MELISSA J TRUSTEE	\$1,368.70	\$2.50
028030038000	DRUMM THOMAS J & SUSAN M HW	\$1,368.70	\$2.50
028030039000	THAYER ROBERT N JR & SANDRA OTTO HW	\$1,368.70	\$2.50
028030040000	HAGOPIAN BERGE K & MARY ANN	\$1,368.70	\$2.50
028030041000	PENNINGTON TIMOTHY M	\$1,368.70	\$2.50
028030042000	WOLF TREE PARTNERS LP A CO LTD PARTNERSHIP	\$1,368.70	\$2.50
028030043000	WOLF TREE PARTNERS LP A CO LTD PARTNERSHIP	\$1,368.70	\$2.50
028030044000	SCHUMACHER KATHRYN ADELE TRUSTEE	\$1,368.70	\$2.50
028030045000	NORRIS PENNINGTON PARTNERS	\$1,368.70	\$2.50
028040001000	EOWAN GEORGE T & ANNE M	\$1,368.70	\$2.50
028040002000	STRINGHAM PAUL R	\$1,368.70	\$2.50
028040003000	GRIZZLY RANCH ASSOCIATION	\$1,368.70	\$2.50
028040004000	GRIZZLY RANCH ASSOCIATION	\$1,368.70	\$2.50
028040005000	GRIZZLY RANCH ASSOCIATION	\$1,368.70	\$2.50
028040006000	DUDKIEWICZ SAMUEL W & GRAHAM KATHLEEN E HW	\$1,368.70	\$2.50
028040007000	GRIZZLY RANCH ASSOCIATION	\$1,368.70	\$2.50
028040008000	GRIZZLY RANCH ASSOCIATION	\$1,368.70	\$2.50
028040009000	NAVONE ANDREW J & CELESTE A TRUSTEE	\$1,368.70	\$2.50
028040010000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028040011000	STRINGHAM DAVID R & JULIE ANN TRUSTEE	\$1,368.70	\$2.50
028040012000	MC NAMARA DANIEL J & MARY PATRICIA ANN TRUSTEE	\$1,368.70	\$2.50
028040013000	ABRE LLC	\$1,368.70	\$2.50
028040014000	KERN COUNTY BUILDERS INC ETAL	\$1,368.70	\$2.50
028040015000	NAKASUJI JIMMIE & SHIRLEY ANN TRUSTEE	\$1,368.70	\$2.50
028040016000	REYNOLDS JOHN F TRUSTEE ETAL	\$1,368.70	\$2.50
028040017000	GRIZZLY RANCH ASSOCIATION	\$1,368.70	\$2.50
028040018000	BELL LARRY E & GARNET F	\$1,368.70	\$2.50

028040019000	PACHECO MARIO	\$1,368.70	\$2.50
028040020000	FERGUSON EDWARD ALLEN & GWENDOLYN RUTH TRUSTEE	\$1,368.70	\$2.50
028040021000	WISKOCIL JOHN & ANGIOLINA TRUSTEE	\$1,368.70	\$2.50
028040022000	OTHITES MICHAEL G & JOY HW	\$1,368.70	\$2.50
028040023000	JASZEWSKI PAUL JOHN & NAOMI SUE	\$1,368.70	\$2.50
028040024000	NORRIS PENNINGTON PARTNERS	\$1,368.70	\$2.50
028040025000	BURNETT SAMUEL E & SMITH H DOROTHY TRUSTEE	\$1,368.70	\$2.50
028040026000	HARRIS JAMES PATRICK & DEBRA MOSELEY HW	\$1,368.70	\$2.50
028040027000	COOK DEAN F & SHARON J TRUSTEE	\$1,368.70	\$2.50
028040028000	ECKERT ROBERT M JR & KAREN LEE HW	\$1,368.70	\$2.50
028040029000	SHAW ARCHIBALD C III	\$1,368.70	\$2.50
028040030000	RAPPAPORT JAMES R & MARILYN L TRUSTEE	\$1,368.70	\$2.50
028040031000	ANDERSON DONALD A & MAUREEN R TRUSTEE	\$1,368.70	\$2.50
028040032000	JONKER LEON ANTON & DEBORAH KAY	\$1,368.70	\$2.50
028040033000	DAVISSON ROGER C & MARJORIE TRUSTEE	\$1,368.70	\$2.50
028040034000	KOENIG EDWARD C III	\$1,368.70	\$2.50
028040035000	KOENIG EDWARD C III & THOMAS SUSAN I	\$1,368.70	\$2.50
028040036000	MAGNUSON RICHARD P & AMY C TRUSTEE	\$1,368.70	\$2.50
028040037000	PENNINGTON TIMOTHY M III & MELISSA J TRUSTEE	\$1,368.70	\$2.50
028040038000	RIGNEY TIMOTHY J	\$1,368.70	\$2.50
028040039000	SBS INVESTMENTS, LLC	\$1,368.70	\$2.50
028040040000	KRAUS JOSEPH R	\$1,368.70	\$2.50
028040041000	STORMO OWEN & ALEXIA TRUSTEE	\$1,368.70	\$2.50
028050001000	FIERRO STEVEN J	\$1,368.70	\$2.50
028050002000	GRIZZLY RANCH ASSOCIATION	\$1,368.70	\$2.50
028050003000	ANDERSON STANLEY M & BRENDA S	\$1,368.70	\$2.50
028050004000	NORRIS PENNINGTON PARTNERS	\$1,368.70	\$2.50
028050005000	NORRIS PENNINGTON PARTNERS	\$1,368.70	\$2.50
028050006000	GRIZZLY RANCH ASSOCIATION	\$1,368.70	\$2.50
028050007000	BATTY JOHN C & BONNIE R TRUSTEE	\$1,368.70	\$2.50
028050008000	TAEUBEL TERRY ANN & ALFRED	\$1,368.70	\$2.50
028050009000	MC MURTRY BURTON J & ANN KATHRYN	\$1,368.70	\$2.50
028050010000	MITCHELL WILLIAM E & BARBARA W TRUSTEE	\$1,368.70	\$2.50
028050011000	BECKER DAVID S & JANICE L TRUSTEE	\$1,368.70	\$2.50
028050012000	SAILER DAVID L & SANDRA S TRUSTEE	\$1,368.70	\$2.50
028050013000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028050014000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50

028050015000	WEIL DAVID S JR & SALLY L TRUSTEE	\$1,368.70	\$2.50
028050016000	RHODE TIMOTHY & TINA HW	\$1,368.70	\$2.50
028050017000	KRAUS JOSEPH R	\$1,368.70	\$2.50
028050018000	DRAPER BRYAN H & SUSAN A TRUSTEE	\$1,368.70	\$2.50
028050019000	LARSEN DAVID & HEATHER	\$1,368.70	\$2.50
028050020000	ALIMONTI RICK A & SUSAN M	\$1,368.70	\$2.50
028050021000	VER WEST JAMES L TRUSTEE	\$1,368.70	\$2.50
028050022000	STEIN PETER H & REBECCA A	\$1,368.70	\$2.50
028060001000	CLYNE LARRY E & ROBYN M	\$1,368.70	\$2.50
028060002000	VERHASSELT JAMES L & SHARON L	\$1,368.70	\$2.50
028060003000	MILLER LAURA OBERFELD TRUSTEE	\$1,368.70	\$2.50
028060004000	US BANK NA TRUSTEE	\$1,368.70	\$2.50
028060005000	GRIZZLY RANCH ASSOC	\$1,368.70	\$2.50
028060006000	GRIZZLY RANCH ASSOC	\$1,368.70	\$2.50
028060007000	STRINGHAM PAUL R	\$1,368.70	\$2.50
028060008000	HAYDEN GERALD FRANCIS	\$1,368.70	\$2.50
028060009000	ANDERSON DONALD A & MAUREEN R	\$1,368.70	\$2.50
028060010000	MACK MICHAEL W & SUELLEN	\$1,368.70	\$2.50
028060011000	CULLINAN THOMAS R & NOELLE L	\$1,368.70	\$2.50
028060012000	MINISTRI PETER & CAMERON H	\$1,368.70	\$2.50
028060013000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028060014000	STRINGHAM PAUL R	\$1,368.70	\$2.50
028060015000	BROWN JACK L ET AL	\$1,368.70	\$2.50
028060016000	HOWE BRADFORD W & JILL J HW	\$1,368.70	\$2.50
028060017000	DHOND MILIND R & WHITLEY TERESA B	\$1,368.70	\$2.50
028060018000	HUFFMAN DAVID E & KARLEEN P	\$1,368.70	\$2.50
028070001000	MACEY ROBERT & PAMELA HW	\$1,368.70	\$2.50
028070002000	DESJARDIN WILLIAM P & MARY LYNN HW	\$1,368.70	\$2.50
028070003000	WIENCKOWSKI SHAWN MEL & BETSY S HW	\$1,368.70	\$2.50
028070004000	WILLIAMS PHILLIP B & KIMBERLY B TRUSTEE	\$1,368.70	\$2.50
028070005000	GRIZZLY PARTNERS LLC	\$1,368.70	\$2.50
028070006000	BAYER FREDERICK WOLFGANG & CAROL LUCAS	\$1,368.70	\$2.50
028070007000	SCHUMACHER KATHRYN ADELE TRUSTEE	\$1,368.70	\$2.50
028070008000	BORLAND J SCOTT & SUZANNE K HW	\$1,368.70	\$2.50
028070012000	JOKERST ROBERT SCOTT & ELIZABETH SUMNER TRUSTEE	\$1,368.70	\$2.50
028070013000	BURKE STEPHEN E & ALLYSON C	\$1,368.70	\$2.50
028070014000	JOKERST ROBERT SCOTT & ELIZABETH SUMNER	\$1,368.70	\$2.50

028070015000	TRUEBLOOD HENRY WARD & NANCY M TRUSTEE	\$1,368.70	\$2.50
028070016000	DEGRAVES ROBERT J & JULIE K	\$1,368.70	\$2.50
028070017000	HILLEARY DAVID G & DEBORAH M	\$1,368.70	\$2.50
028070018000	GRIZZLY RANCH ASSOC	\$1,368.70	\$2.50
028070019000	LILLY J DANIEL TRUSTEE	\$1,368.70	\$2.50
028070020000	JONES HAROLD C & ALLISON R	\$1,368.70	\$2.50
028080001000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028080002000	LARSON MICHAEL E	\$1,368.70	\$2.50
028080003000	DAVIS DANIEL G & SUSAN S	\$1,368.70	\$2.50
028080004000	RORES CHRISTOPHER T & RENE D TRUSTEE	\$1,368.70	\$2.50
028080005000	AULT DAVID WINSTON & ROBINSON LINDA MARY TRUSTEE	\$1,368.70	\$2.50
028080006000	GRIZZLY 232 LLC	\$1,368.70	\$2.50
028080009000	WITHERS WAYNE L & PAULA C HW	\$1,368.70	\$2.50
028080010000	KOLKO MICHAEL G & PAMELA J TRUSTEE	\$1,368.70	\$2.50
028080011000	LAROY JAMES B & ROBIN TRUSTEE	\$1,368.70	\$2.50
028080012000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028080015000	LIMPERT TERRY M & MARY BETH TRUSTEE	\$1,368.70	\$2.50
028080016000	GRIZZLY FOX LLC A WISCONSIN LLC	\$1,368.70	\$2.50
028080017000	SEABOLT STEPHEN J TRUSTEE ETAL	\$1,368.70	\$2.50
028090001000	GUINN STEVEN E & JENNIFER	\$1,368.70	\$2.50
028090002000	ROTH DAVID A & LEE SILLA	\$1,368.70	\$2.50
028090003000	HALVORSON EDMUND A & RONI HW	\$1,368.70	\$2.50
028090004000	POYNTER DENNIS S & MONICA E TRUSTEE	\$1,368.70	\$2.50
028090005000	MOORE MICHAEL J & RITA J	\$1,368.70	\$2.50
028090006000	HAUCK STEPHEN D & SHERI L	\$1,368.70	\$2.50
028090007000	STRINGHAM DAVID R TRUSTEE	\$1,368.70	\$2.50
028090008000	BURROWS JOHN J & ERIN A	\$1,368.70	\$2.50
028090009000	ROMINE LAWRENCE D H & PATRICIA A TRUSTEE	\$1,368.70	\$2.50
028090010000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028090011000	HOLMAN LIONEL C & JOAN A	\$1,368.70	\$2.50
028090012000	KNARR CHARLES M & LINDA T TRUSTEE	\$1,368.70	\$2.50
028090013000	NORRIS PENNINGTON PARTNERS	\$1,368.70	\$2.50
028090014000	KROCK DENNIS G & MAUREEN	\$1,368.70	\$2.50
028090015000	DICKLICH DAVID C & MORAGA LINDA M	\$1,368.70	\$2.50
028090016000	DAMELIO MATTHEW J & ERICA O	\$1,368.70	\$2.50
028090017000	NC INC	\$1,368.70	\$2.50
028090018000	ANDERSON CHARLES R & ROBBIN R	\$1,368.70	\$2.50

028090019000	GRANDE PETER M & WENDY J	\$1,368.70	\$2.50
028090020000	NORRIS ANDREW DICKINSON IV & CYNTHIA ROSS	\$1,368.70	\$2.50
028090021000	RUNGE HENRY TED JR TRUSTEE	\$1,368.70	\$2.50
028100001000	STEIN ROBERT TRUSTEE ETAL	\$1,368.70	\$2.50
028100002000	STEIN ROBERT TRUSTEE ETAL	\$1,368.70	\$2.50
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028100004000	JANBAKHS MAHMOUD	\$1,368.70	\$2.50
028100010000	KRAMER GREGORY A TRUSTEE	\$1,368.70	\$2.50
028100011000	PENSCO TRUST COMPANY CUSTODIAN	\$1,368.70	\$2.50
028100012000	LOW JOAN E	\$1,368.70	\$2.50
028100013000	ANDERSON BRENDA	\$1,368.70	\$2.50
028100014000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028100015000	HARPER RICHARD C & JEANNINE M TRUSTEE	\$1,368.70	\$2.50
028100016000	GRIZZLY RANCH ASSOC	\$1,368.70	\$2.50
028100017000	HARPER RICHARD C & JEANNINE M TRUSTEE	\$1,368.70	\$2.50
028100018000	NORRIS PENNINGTON PARTNERS A CA GP	\$1,368.70	\$2.50
028100019000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028100020000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
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028100022000	BLUMENFELD VALERIE TRUSTEE ETAL	\$1,368.70	\$2.50
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028110002000	GEVEDON M LAWRENCE & MARY ANN	\$1,368.70	\$2.50
028110003000	NOBLE CYNTHIA B TRUSTEE	\$1,368.70	\$2.50
028110004000	JONKER LEON ANTON & DEBORAH KAY TRUSTEE	\$1,368.70	\$2.50
028110005000	RICHARDS MICHAEL D & SANDRA L	\$1,368.70	\$2.50
028110006000	SCHUMACHER KATHRYN ADELE TRUSTEE	\$1,368.70	\$2.50
028110007000	NORRIS PENNINGTON PARTNERS	\$1,368.70	\$2.50
028110008000	SAWYER DAVID ET AL	\$1,368.70	\$2.50
028110009000	SHAPIRO MICHAEL J	\$1,368.70	\$2.50
028110010000	CASEY BRIAN	\$1,368.70	\$2.50
028110011000	MURPHY SHAWN E & CATHERINE S	\$1,368.70	\$2.50
028110012000	LOOKER SUZANNE L & NEIL L	\$1,368.70	\$2.50
028110013000	NORRIS PENNINGTON PARTNERS	\$1,368.70	\$2.50
028110014000	PENSCO TRUST COMPANY CUSTODIAN FBO	\$1,368.70	\$2.50
028110015000	SCHONDER ADOLPH A & KATHLEEN M TRUSTEE	\$1,368.70	\$2.50
028110016000	SHAW TODD	\$1,368.70	\$2.50
028110017000	SCHONDER ADOLPH A TRUSTEE	\$1,368.70	\$2.50

028110018000	C L E A N ENERGIES CONSULTING LLC	\$1,368.70	\$2.50
028110019000	SHAW ARCHIE C	\$1,368.70	\$2.50
028110020000	DOWNING MICHAEL S & VICTORIA L TRUSTEE	\$1,368.70	\$2.50
028110021000	DOWNING MICHAEL S & VICTORIA L TRUSTEE	\$1,368.70	\$2.50
028110022000	GRIZZLY RANCH ASSOC	\$1,368.70	\$2.50
028110023000	GRIZZLY RANCH ASSOC	\$1,368.70	\$2.50
028120001000	GRIZZLY RANCH ASSOC	\$1,368.70	\$2.50
028120002000	REECE LEONARD C JR & MARYANN	\$1,368.70	\$2.50
028120003000	SALING RICHARD J & SAUNDRA J TRUSTEE	\$1,368.70	\$2.50
028120004000	KUBAT CHARLES A & SUSAN J	\$1,368.70	\$2.50
028120005000	GUERREIRO DANILO L & DIVINA R	\$1,368.70	\$2.50
028120006000	WISKOCIL JOHN & ANGIOLINA TRUSTEE	\$1,368.70	\$2.50
028120007000	COBUN ROBERT H & MARIE M	\$1,368.70	\$2.50
028120008000	HAYNES ROBIN CHRISTEN TRUSTEE	\$1,368.70	\$2.50
028120009000	BLIDE MICHAEL & JENNIFER	\$1,368.70	\$2.50
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028120011000	SHAW DEBRA L	\$1,368.70	\$2.50
028120012000	GRIZZLY RANCH ASSOC	\$1,368.70	\$2.50
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028120014000	THORNTON JANE ET AL	\$1,368.70	\$2.50
028120015000	RAYMOND ROBERT K & KATHERINE A	\$1,368.70	\$2.50
028120016000	TREANOR ZACKERIE N & JULIE A	\$1,368.70	\$2.50
028120017000	JINKS C DARWIN & CAROL K	\$1,368.70	\$2.50
028120018000	LUNGH FRANK C & LINDA A	\$1,368.70	\$2.50
028120019000	USA HOMEOWNERSHIP FOUNDATION INC	\$1,368.70	\$2.50
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028100006000	DAVID BILL ETAL	\$1,368.70	\$2.50
028100007000	SCHROEDER JAY W & BERNARDINE K	\$1,368.70	\$2.50
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028100009000	STAUB RICHARD S & JANET L HW	\$1,368.70	\$2.50
028010024000	GRIZZLY RANCH ASSOC	\$1,368.70	\$2.50
028010025000	GRIZZLY RANCH GOLF CLUB LLC A CA LLC	\$1,368.70	\$2.50
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028010045000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028010046000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50

028130001000	HUFFMAN DAVID E & KARLEEN P HMW	\$1,368.70	\$2.50
028130002000	NORRIS PENNINGTON PARTNERS	\$1,368.70	\$2.50
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028130008000	COLER ROBERT P & SANDRA J TRUSTEE	\$1,368.70	\$2.50
028130009000	FARMER CRAIG E & JOAN F TRUSTEE	\$1,368.70	\$2.50
028130010000	BOLT PAUL R & REBECCA KENDALL HMW	\$1,368.70	\$2.50
028130011000	BOLT PAUL R & REBECCA KENDALL HMW	\$1,368.70	\$2.50
028130012000	BLACK PATRICIA F & THOMAS F TRUSTEE ETAL	\$1,368.70	\$2.50
028130013000	WAITERS GAIL E	\$1,368.70	\$2.50
028130014000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028130015000	LINDQUIST DONNA	\$1,368.70	\$2.50
028130016000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028130017000	ENTRUST HAWAII INC	\$1,368.70	\$2.50
028130018000	SAEFKE JOHN H & THERESA J TRUSTEE	\$1,368.70	\$2.50
028130019000	PAPA GEORGE A & JOANNE L TRUSTEE	\$1,368.70	\$2.50
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028130022000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
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028130024000	CARLTON WAYNE B	\$1,368.70	\$2.50
028130025000	DORROUGH GARY R & LANFORD HELEN H W TRUSTEE	\$1,368.70	\$2.50
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028130033000	GRIZZLY PARTNERS LLC	\$1,368.70	\$2.50
028130034000	GRIZZLY RANCH ASSOCIATION	\$1,368.70	\$2.50
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028130043000	ROTH DAVID A	\$1,368.70	\$2.50
028130044000	COLBERT JANE B	\$1,368.70	\$2.50
028130045000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028130046000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028130047000	HAAG STEPHEN JAMES & DIANE LOUISE TRUSTEE	\$1,368.70	\$2.50
028130048000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028130049000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
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028130051000	SMITH REBECCA F & RICHARD S HW	\$1,368.70	\$2.50
028130052000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028130053000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028130054000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
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028130056000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028130057000	PAPA GEORGE A & JOANNE L TRUSTEE	\$1,368.70	\$2.50
028140001000	GRIZZLY RANCH ASSOCIATION	\$1,368.70	\$2.50
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028140003000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028140004000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
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028140007000	ROBERTS MARK R & KATHRYN A HW	\$1,368.70	\$2.50
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028140010000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028140011000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028140012000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028140013000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028140014000	KRUG ROLAND E & LINDA S TRUSTEE	\$1,368.70	\$2.50
028140015000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028140016000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50
028140017000	GRIZZLY RANCH INVESTORS LLC	\$1,368.70	\$2.50

\$447,564.90	\$817.50
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Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: June 23, 2015

To: Honorable Board of Supervisors

From: Mimi Hall

Agenda: Public Hearing for July 21, 2015 at 10:15 a.m.

Item Description/Recommendation: Approve a Resolution amending portions of the Master Fee Schedule establishing a service fee for Outdoor Festival Permit Medical Facility Plan for Plumas County Public Health Agency, effective July 21, 2015.

History/Discussion: This recommended addition costs to perform these services are based on calculations made from the Methodology Worksheets, a copy of which is on file with the Clerk of the Board for your review.

A copy of the Resolution amending portions of the County Master Fee Schedule for PCPHA is attached for your review.

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

RESOLUTION NO. 15-_____

A RESOLUTION AMENDING PORTIONS OF THE MASTER FEE SCHEDULE ESTABLISHING SERVICE FEE FOR OUTDOOR FESTIVAL PERMIT FOR THE COUNTY PUBLIC HEALTH AGENCY, EFFECTIVE JULY 21, 2015.

WHEREAS, the Board of Supervisors of the County of Plumas, State of California, has previously adopted a Master Fee Schedule establishing service fees for County Public Health Agency; and the most recent schedule was adopted on December 10, 2013, by Resolution No. 13-7925; and

WHEREAS, the Master Fee Schedule needs further revisions to add a fee for the County Public Health Agency; and

WHEREAS, this action to establish charges to meet operational expenses is statutorily exempt from environmental review [Pub Res. Code sec. 21080 subdivision (b)(8)].”

“WHEREAS, any and all charges for services established or modified herein reflect no more than the actual and reasonable, fully loaded costs of the service or benefit received by the payor, and do not exceed the maximums permitted pursuant by law.”

“WHEREAS, by definition, these charges are not a ‘tax’ and are exempt from voter approval pursuant to Article XIII C section 1(e)(1)-(3) of the California Constitution (charge imposed for specific benefit conferred/privilege/service or product/reasonable regulatory costs provided or granted to the payor).”

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

1. The Master Fee Schedule adopted by Resolution No. 13-7925 is hereby amended in part as referenced by the following with no other part of the Master Fee Schedule amended;

Description of Service	Fee
Outdoor Festival Permit-Medical Facility Plan	\$292.90

2. Any existing fee not included in this Resolution or Resolution No. 13-7925 or amended thereafter shall remain in full force and effect according to its specific authorization, whether by Board order, resolution, ordinance, or State Law;

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of the Board held on the 21st day of July 2015, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest:

Chair, Board of Supervisors

Clerk of the Board of Supervisors



Plumas County Office of Emergency Services

270 County Hospital Road #127
Quincy, California 95971

Phone: (530) 283-6332
Fax: (530) 283-6241

3B

Date: July 10, 2015
To: Honorable Board of Supervisors
From: Jerry Sipe
RE: Agenda Item for July 21, 2015

Recommendation: Approve grant funding from the California Department of Fish and Wildlife, Office of Spill Prevention and Response for purchase of an oil spill response trailer and familiarization training from Global Diving and Salvage, Inc.

Background and Discussion: On May 12, 2015 the Board of Supervisors authorized the Office of Emergency Services to apply for an oil spill response trailer grant from the California Department of Fish and Wildlife, Office of Spill Prevention and Response (OSPR). Emergency Services recently received the executed agreement granting up to \$30,000 for purchase of this trailer and familiarization training for first responders. Time is of the essence to complete this project as the grant term is through December 31, 2015.

Per the county's purchasing policy, this purchase constitutes a fixed asset and requires approval by the Board. Additionally, the purchasing policy provides exceptions to competitive bidding when a private vendor has an agreement with another public agency, and that agreement was let through a competitive process that is still in effect. Global Diving and Salvage, Inc. (Global) was the lowest responsible bidder for a comparable trailer through a competitive process recently completed by Alta Fire Protection District. Global agrees to provide a similar trailer and responder training to Plumas County for the bid price of \$29,987.

At this time, the Board is asked to approve the purchase of an oil spill response trailer and associated responder training from Global Diving and Salvage, Inc., with reimbursement through the California Department of Fish and Wildlife, Office of Spill Prevention and Response grant program. A copy of the bid specifications and successful bid proposal by Global in the amount of \$29,987, and the executed Oil Spill Response Equipment Grant agreement from the California Department of Fish and Wildlife are on file with the Clerk of the Board for your review.

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



3c

PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street, Quincy, CA 95971
(530) 283-7011

www.countyofplumas.com

DATE: July 21, 2015

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Randy Wilson, Plumas County Planning Director *RW*

RE: Request for approval of Amendment No.1 to the Funding Agreement between Plumas County and the Feather River Land Trust in regard to (Grant Agreement No. 4600007650) between the State of California, Department of Water Resources and Plumas County (Proposition 50 Grant) to accommodate the creation of an interest-free escrow account to enable the purchase of property known as Chester River Parkway project and authorize the Planning Director to sign the Amendment.

Background

On January 18, 2008 Plumas County entered into a grant agreement with the Department of Water Resources. The amount of the agreement was for grant funds of \$7,000,000. On March 3, 2015 the Board of Supervisors agreed to Amendment No.7 to the Proposition 50 Grant Agreement reprogramming, in part, \$400,000 towards funding the purchase of property known as the Chester River Parkway project (sometimes referred to as the Olsen Barn property) by the Feather River Land Trust. On July 14, 2015 the Board of Supervisors considered Amendment No. 8 and approved this amendment to the Proposition 50 Grant Agreement.

The proposed amendment No.1 is a follow up change to the Funding Agreement between Plumas County and the Feather River Land Trust to bring the Funding Agreement into line with the changes made with the Proposition 50 Grant Agreement # 8, which was approved by your Board on July 14, 2015. The change will allow invoicing of these funds, \$400,000 to be placed in an interest-free escrow account facilitating the purchase of the property. The Feather River Land Trust is actively fundraising the remaining \$350,000 needed for the purchase.

ACTIONS FOR CONSIDERATION

Staff recommends the Board of the Supervisors take the following action.

- I. Approve Amendment No.1 to the Funding Agreement between Plumas County and the Feather River Land Trust in regard to (Grant Agreement No. 4600007650) between the State of California, Department of Water Resources and Plumas County (Proposition 50 Grant) to accommodate the creation of an interest-free escrow account to enable the purchase of property known as Chester River Parkway project and authorize the Planning Director to sign the Amendment.

Attachments:

Amendment No. 1 of the Funding Agreement between Plumas County and the Feather River Land Trust

Existing Funding Agreement between Plumas County and the Feather River Land Trust.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND THE FEATHER RIVER LAND TRUST

This First Amendment to Agreement ("Amendment") is made on July 21, 2015, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Feather River Land Trust, a California Corporation ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and the Feather River Land Trust have entered into a written Funding Agreement with an effective date of May 12, 2015, (the "Agreement") whereas Plumas County will disperse grant funds totaling up to \$400,000.00, to Contractor to assist in funding the Chester Parkway Project, as that project is set forth in the Grant Agreement, as such Agreement has been amended on March 13, 2015.
 - b. Because of the need to provide grant funds to the escrow account for the purchase of lands contained within the Chester Parkway Project and a subsequent amendment to the Grant Agreement between Plumas County, as "Grantee" and the California Department of Water Resources that was approved by the Board of Supervisors on July 14, 2015, an amendment of the Funding Agreement between Plumas County and the Feather River Land Trust is required so that this Funding Agreement is in line with the Grant Agreement between Plumas County and the Department of Water Resources.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph B. is amended according to Exhibit A, which is attached.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated May 12, 2015 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this First Amendment of Agreement dated July 21, 2015 has been executed as of the date set forth below.

The PARTIES HERETO have executed this instrument.

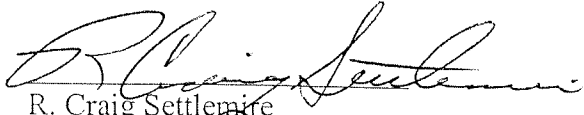
FEATHER RIVER LAND TRUST

PLUMAS COUNTY

PAUL HARDY DATE
Executive Director

RANDY WILSON DATE
Planning Director

Approved as to form:


R. Craig Settlemyre
County Counsel

FUNDING AGREEMENT
Between
County of Plumas
And
Feather River Land Trust
(Proposition 50 IRWM – CHESTER RIVER PARKWAY PROJECT)

This Funding Agreement is hereby entered into by and between the County of Plumas ("County") and the Feather River Land Trust ("Contractor").

A. PURPOSE:

The California Department of Water Resources (CA-DWR) has established grant agreement #4600007650 Amendment 7 (the "Grant Agreement") with Plumas County to provide \$7,000,000 under the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002. CA-DWR will provide these grant funds to assist in financing projects associated with the Upper Feather River Watershed Integrated Regional Water Management Plan and the Upper Feather River Watershed and Water Quality Improvement Project, hereinafter referred to as the Water Quality Improvement Project. In addition to items to be implemented by several entities in the Upper Feather River Region, the Water Quality Improvement Project includes the Chester River Parkway Project ("Chester Parkway Project"). Plumas County will disperse grant funds totaling up to \$400,000.00, to Contractor to assist in funding the Chester Parkway Project, as that project is set forth in the Grant Agreement, as such Agreement has been amended on March 13, 2015.

B. CONTRACTOR SHALL

1. Implement and complete all work items described in Amended Grant Agreement #7 related to the Chester Parkway Project as follows:

Task 1 Direct Project Administration: Budget Category (a)

Task 1.1 Contracts and Permits

Task 1.1 Contractor shall document steps taken in soliciting and awarding any contracts to perform grant work complying with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement. Grantee shall provide State with a copy of the awarded contract. Contractor shall document all contractor activities and expenditures in quarterly reports. The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement, including any subcontracts. Provisions ensuring this access shall be in all contracts or subcontracts entered into pursuant to its Grant Agreement with the State.

SM COUNTY INITIALS

CONTRACTOR INITIALS AA

Task 1.2 No work that is subject to California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until the State receives documents that satisfy the CEQA/NEPA process.

Task 1.3 Contractor shall secure all required permits for project work. No work that is subject to permitting may proceed under this Agreement until documents that satisfy the permitting process(es) are received by the State.

Task 2 Land Purchase/Easements: Budget Category (b)

Task 2.1 Purchase a 106.77 acre property, commonly known as the Olsen Barn property. The property consists of Plumas County APNs 100-340-017, 100-340-018, 100-460-004, 100-460-005.

The project is categorically exempt as a transfer of ownership to preserve existing natural conditions, Section 15325.

No construction is associated with this project.

No environmental compliance, mitigation, or enhancement measures are anticipated for this project.

No construction administration is necessary for this project.

Pre-acquisition administration costs including: appraisal, preliminary title report, phase 1 environmental site assessment, boundary survey, mapping, baseline documentation report, escrow and recording fees, legal counsel, and staff time.

2. Provide Plumas County with project progress reports (Monthly Reports, Project Completion Report, Grant Completion Report, and Post Performance Report) to meet the requirements of the Grant Agreement.
3. Comply with all of the requirements and obligations of a Local Project Sponsor under the Grant Agreement in carrying out the work under this Funding Agreement.
4. Submit invoices to the County no more frequently than monthly for all reimbursable work set forth in the Grant Agreement, as shown in this Funding Agreement, including all supporting documentation required by the County to obtain reimbursement from CA-DWR.

C. PLUMAS COUNTY SHALL:

1. Disperse grant funds totaling up to \$400,000.00 to Contractor to reimburse expenses identified in the budget and work plan of the Chester Parkway Project.

SM COUNTY INITIALS

CONTRACTOR INITIALS

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D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
2. PRINCIPAL CONTACTS. The principal contacts for this agreement are, and any notice required or permitted under this agreement shall be provided in writing to, the following contacts:

Contractor Project Contact

Paul Hardy
P.O. Box 1826
Quincy, CA 95971
Phone: 530-283-5758

Plumas County Project Contact

Randy Wilson
555 Main Street
Quincy, CA 95971
Phone: 530-283-6214

3. PAYMENT. Payment shall be made by the County to Contractor upon receipt of grant funds from CA-DWR. The processing of payment requests by CA-DWR is beyond the control of the County and payment of Contractor billings may exceed typical payment cycles. Depending on the County's available cash resources, the County may, in its sole discretion, make payment to Contractor prior to receiving payment from CA-DWR.
4. COMMENCEMENT/EXPIRATION DATE. This Funding Agreement is executed as of the date of the last signature and is effective until December 31, 2015, at which time it will expire unless extended.
5. TERMINATION. The County may terminate this Funding Agreement at any time without cause upon notice to Contractor. Upon notice of termination, Contractor shall cease any further work under this agreement and submit a final invoice for any work that has already been completed.
6. INDEMNIFICATION. Each party shall indemnify, defend, and hold harmless the other party and its officers, employees and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from negligent acts, willful acts, or errors or omissions of that party, or that party's employees or agents. Each party understands and agrees that its duty to defend shall be a separate and independent duty from the duty to indemnify.
7. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is an independent contractor and that no employment relationship between Contractor and the County of Plumas is created by this Funding Agreement. The County's workers' compensation insurance does not cover Contractor or any member of the Contractor's staff. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which duties imposed by this Funding Agreement are performed. This Funding Agreement is not an agency agreement, and Contractor is not an agent or legal

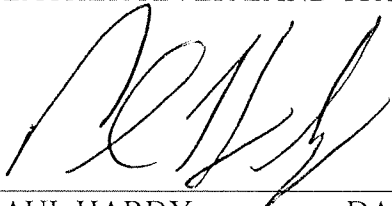
representative of the County of Plumas for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, the County of Plumas, or to bind the County of Plumas in any manner or thing whatsoever. During the term of this Agreement, no employee or independent Contractor shall become an employee or agent of the County of Plumas for any purpose.

8. ASSIGNMENT. The rights and duties established by this Funding Agreement are not assignable by either party, in whole or in part, without prior written consent of the other party.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. There are no more promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.
10. SEVERABILITY. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement or render it meaningless, the Agreement shall be deemed cancelled.

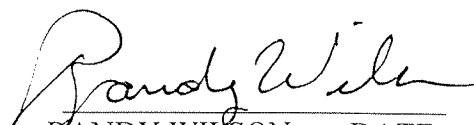
In executing this Funding Agreement, the County (Grantee) demonstrates that Contractor (the designated Local Project Sponsor) is aware of and will comply with the provisions of the Grant Agreement between CA-DWR and County (Grantee).

The PARTIES HERETO have executed this instrument.

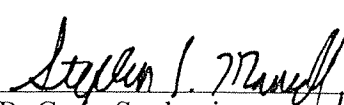
FEATHER RIVER LAND TRUST


PAUL HARDY DATE 5/12/15
Executive Director

PLUMAS COUNTY


RANDY WILSON DATE
Planning Director

Approved as to form:


R. Craig Settlemyre, Deputy 5/15/15
County Counsel

SM COUNTY INITIALS

CONTRACTOR INITIALS P.H.

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



AGENDA REQUEST

For the July 21, 2015 meeting of the Plumas County Board of Supervisors

July 13, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, appearing to read "Robert A. Perreault", followed by a stylized flourish.

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

Background:

In June 2015, Public Works PW Equipment Service Worker was promoted to a Mechanic/Shop Technician, resulting in a vacancy of an Equipment Service Worker position vacant in the Quincy Road Maintenance Shop.

The Department is requesting authorization to fill this position.

This position is funded and allocated in the FY15/16 Public Works proposed budget.

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

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors vote to authorize the Department to fill the vacancy of one (1) FTE Equipment Service Worker in the Quincy Road Maintenance Shop.

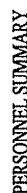
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Equipment Service Worker Position Quincy Shop

- Is there a legitimate business, statutory or financial justification to fill the position?
Equipment Service Workers are the workforce for maintaining and repairing County road equipment.
- Why is it critical that this position be filled at this time?
Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal. If the equipment that they use is not serviceable, then they are unable to properly maintain County roads
- How long has the position been vacant?
Three weeks.
- Can the department use other wages until the next budget cycle?
The department’s wage and benefits portion of the 15/16 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
None
- Does the department have a reserve? **Yes** If yes, provide the activity of the department’s reserve account for the last three years?

11/12	\$0	12/13	(\$439,699)	13/14	\$0
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DIRECTOR OF PUBLIC WORKS <Robert Perreault, P.E.> (1) [1]



Total	Road Dept.	Engineering
Allocations: (600)	(57)	(3)
Currently Filled: 54	51	2

*Note: Total Allocated Positions For Combined Road Maint. Workers 111(22)

**Note: Total Allocated Positions For Combined Equipment Mechanics 111 / Welder(7)

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

****Note: Total Allocated Positions For Combined Equipment Mechanics I-II / Welder: (7)**

The diagram shows a record structure for employee data. It consists of a box divided into three sections. The top section is labeled 'Current promotions or new employees' and contains a small box with '1'. The middle section is labeled 'Position' and contains the text 'Laborer'. The bottom section is labeled 'Name' and contains the text '<J. Smith>'. To the right of the box, there are two labels: 'Number of Allocated Positions' with an arrow pointing to the '1' in the top section, and 'Number of Positions Currently Filled' with an arrow pointing to the 'Laborer' in the middle section.


Current promotions
of new employees

The diagram shows a table with the following structure:

Name	<1 Smith>
Position	Laborer (1) 1

Annotations with arrows pointing to the table:

- Number of Allocated Positions**: Points to the text "Laborer (1) 1".
- Number of Positions Currently Filled**: Points to the value "1" in the "Laborer (1) 1" cell.


Director of Public Works
Revision Date: July 08, 2015

Director of Public Works
Revision Date: July 08, 2015

4B

**PROFESSIONAL SERVICES AGREEMENT
FOR
WEBSITE MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2015 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California ("County"), and BIG FISH CREATIONS, a California corporation ("Consultant").

W I T N E S S E T H :

WHEREAS, County proposes to have Consultant perform website maintenance services as described herein below; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, County and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the

services required under this Agreement. Consultant shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Seven Thousand Two Hundred Dollars and No/100 (\$7,200.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and Consultant shall identify the number of the authorized change order, where applicable, on all invoices.

2.3. Method of Billing. Consultant shall submit invoices to County's Project Manager in accordance with Exhibit "A" attached hereto.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue until June 30, 2016, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. Termination/cancellation rights shall be as described in Exhibit "A" attached hereto.

4.3 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.

5.2. Additional Requirements. Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) 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.
- (f) 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..
- (g) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (h) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits

between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.

- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.
- (j) Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement. 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.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The County Purchasing Agent or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Big Fish Creations
Box 276
Graeagle, CA 96103

Tel: (530) 836-4230
Fax: (530) 836-4230
Attn: Michael and Patty Clawson

IF TO COUNTY:

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

Tel: (530) 283-6315
Fax: (530) 283-6288
Attn: Purchasing Agent

6.5. Drug Free Workplace. Consultant certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Consultant's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Consultant and County by a court of competent jurisdiction because of concurrent active negligence of Consultant and County Indemnitees, Consultant and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Consultant of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Consultant shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Consultant shall deliver to County any findings, reports, documents,

information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.12. Public Records Act Disclosure. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Consultant will not employ any regular employee of County while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or

interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

6.25. Conflicts. In the event of any conflict between the terms of the attachment to Exhibit A and this Agreement, the terms of this Agreement shall prevail.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS,
A political subdivision of the State of California

Chair, Board of Supervisors

Date: _____

CONSULTANT

Big Fish Creations, a California corporation

By: _____
Name:
Title: President

Date: _____

By: _____
Name:
Title: Secretary

Date: _____

APPROVED AS TO FORM:

Plumas County Counsel

By: Stephen L. Mansell
Stephen L. Mansell
Deputy County Counsel

Date: 7/8/15

EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE

See attached.

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LETTER OF AGREEMENT

June 30, 2015

County of Plumas
520 Main Street Room 309
Quincy, California 95971

To the Board of Supervisors,

As per your request, I have prepared a letter of agreement that when signed by both parties, shall be a valid and binding agreement between Big Fish Creations, a California business having offices at 1010 Jamison Road, Graeagle, California 96103, and County of Plumas (the "Client"), a California business having offices at 520 Main Street Room 309, Quincy, California, 95971, in which Big Fish Creations agrees to maintain and support the Explore Plumas County website via a monthly retainer agreement.

1. Description of Work

The main focus of the monthly retainer will be to handle the entry and promotion of annual events, site maintenance and fulfillment, including workflow notifications and follow-up. Additional focus will be on the creation of banner ads and advertising combined with Social Media posts/integration, email marketing, and SEO optimization.

2. Term:

The term of this Agreement shall commence on the date listed above and shall continue thereafter in full force and effect until cancellation by either party (see item #6). In addition, any price changes will be submitted in writing by Big Fish Creations for approval by the Client.

3. Big Fish Creations Services:

Big Fish Creations may perform the following services as needed, amortized on a monthly basis:

GO-TO-MARKET On line mediums, announcements, print collateral, tracking, traffic statistics. 360-DEGREE BRANDING Product and client identity: logos, tags, etc. SOCIAL BRANDING AND MARKETING INTEGRATION Online social presence with the integration of marketing strategies, CONCEPTUAL CREATIVE DIRECTION Multi-mediums for advertising and marketing campaigns and promotions. MARKETING AND RESEARCH PLANS Analysis, implementation. RESEARCH AND DEVELOPMENT Competitive set, market segments, target audience and price structure. PUBLIC Relations Existing profile of your business and crisis management plan. COPYWRITING Multi-paged campaigns to powerful single word concepts. PHOTOGRAPHY and PHOTO ENHANCEMENT Studio or on-site plus advanced corrections, techniques, effects. GRAPHIC DESIGN Custom ARTWORKS Cutting edge design and branding that works, 3D, 2D, etc. Website Development Online presence, business or personal. Advanced front and back-end development and design. Standards compliant websites including advanced programming languages. Search engine optimization. EVALUATION OF WEB SITE INTERFACE Web site interaction, client response and feed back of design augmentation. E-MAIL MARKETING STRATEGIES Promotional offers, relationship marketing, packages, web trends, and up-sell and cross sell strategies, design.

In other words, this retainer agreement covers all of the above services as needed, but is limited to the hourly and/or annual time detailed in Section 7.

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4. Additional Costs:

The compensation estimate (See Section #7) INCLUDES fees for domain hosting, monthly storage and e-mail accounts. Outside costs such as supplies, additional photography, copy & printing services, long distance telephone, travel and shipping, court and/or legal fees, will be over and above the compensation amount and billed at net costs. This agreement INCLUDES domain registration fees.

5. Independent contractors:

Should Big Fish Creations elect to hire freelance employees, Big Fish Creations will be solely responsible for any and all necessary taxes and insurance incurred on their behalf.

6. Cancellation:

The Client and/or Big Fish Creations may request cancellation of this agreement, but must do so in writing. Furthermore, upon cancellation, The Client is obligated to pay any unpaid design fees as “payoff” for this agreement. [See section 8]

7. Compensation:

Compensation for Big Fish Creations services (see section #3) hereunder shall be as follows:

Compensation for Monthly Retainer Services\$ 600 (per month)

This compensation covers an estimated 5 hours total time of services listed in Section #3. In addition, the retainer will cover the annual fees associated with hosting and registering the website, roughly \$450 per year.

8. Payment Schedule:

The Client will be invoiced by Big Fish Creations monthly, and remit the total retainer services fee [See Section #7] to Big Fish Creations each month. If the hours per month are exceeded, and/or not reached, they will carry over into the next month. In the event Client exceeds maximum estimated annual hours, i. e. 96 total annual hours, Big Fish Creations will notify Client ahead of time. An accounting of hours will be kept by Big Fish Creations and be made available to Client per their request.

9. Scope of Work:

The retainer specifically focuses mainly on the following tasks:

- ◆ Enter, update and maintain the Calendar of Events
- ◆ Analysis of Web Site Statics, Traffic Trends and Optimization
- ◆ Provide Content for the Facebook and Twitter Accounts
- ◆ Create Banner Ads
- ◆ Add Images as Needed, or Requested by Client
- ◆ Refresh or add New Copy
- ◆ Answer all Workflow Notifications

However, the Client has the ability to use the retainer to cover any service provided by Big Fish Creations on the list in Section # 3.

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LETTER OF AGREEMENT

Thank you for allowing me to prepare this agreement letter. Please feel free to contact me if you have any questions.
If the foregoing meets with your approval, please sign in the space indicated and return one copy to the address or fax below.

Very truly yours,

Michael K. Clawson

Michael K. Clawson
Big Fish Creations

ACCEPTED AND AGREED:

Signed: _____

Print: _____

Title: _____

Date: _____



July 8, 2015

1100 K Street
Suite 101
Sacramento
California
95814

Telephone
916.327-7500

Facsimile
916.441.5507

To: Chairs of the County Boards of Supervisors
County Administrative Officers

From: DeAnn Baker, Director of Legislative Affairs

Re: **Commercial Sexual Exploitation of Children (CSEC) – County Resolutions**

Background. On May 28, the California State Association of Counties (CSAC) Board of Directors voted to approve a resolution to affirm CSAC's commitment to developing and supporting strategies to prevent, reduce and serve the victims of commercial sexual exploitation of children and work to eliminate sex trafficking in California.

The commercial sexual exploitation of children (CSEC) is a pressing national, state, and local issue. The FBI estimates that 100,000 children in the United States are sold for sex each year, including child sex trafficking, child sex tourism, and child pornography.

In California, the issue is especially urgent. According to the FBI, three of the top 13 highest trafficking areas in the nation are located in California: San Francisco, Los Angeles, and the San Diego metropolitan areas. The age when most youth are lured into CSEC activities is shocking: the average age for boys is between eleven and thirteen, and for girls, it is between ages twelve to fourteen. Even more shocking: the average life expectancy of an exploited child from the time they first enter CSEC activities is 7 years (U.S. News & World Report, Oct. 16, 2005, "Young Lives for Sale" by Bay Fang).

County law enforcement, child welfare services, behavioral health, the courts, and community-based organizations all grapple with CSEC youth and report increasing numbers of exploited underage victims. The CSAC Board of Directors recognized the urgency of this issue when they approved the following new CSAC human services platform language on February 19 of this year:

"Counties support efforts to build capacity within local child welfare agencies to serve child victims of commercial sexual exploitation. Commercial sexual exploitation of children (CSEC) is an emerging national and statewide issue. In fact, three of the top ten highest trafficking areas in the nation are located in California: San Francisco, Los Angeles, and the San Diego metropolitan areas. Counties believe this growing and complex problem warrants immediate attention in the Golden State, including funding for prevention, intervention, and direct services through county child welfare services (CWS) agencies. Counties also support close cooperation on CSEC issues with law enforcement, the judiciary, and community-based organizations to ensure the best outcomes for child victims."

This is also why CSAC actively supported a state budget augmentation last June to earmark more than \$20 million in funding to fund local prevention, intervention, and direct services for CSEC youth (See budget section below for more detail).

The County Counsels' Association of California, on behalf of CSAC, has also submitted a brief to the United States Supreme Court in support of a Los Angeles City ordinance that

allows law enforcement to search motel and hotel guest registers without a warrant during efforts to apprehend human traffickers. The ordinance, which was struck down by the Ninth Circuit Court of Appeals, assisted law enforcement in capturing human traffickers and freeing CSEC youth in numerous cases.

The Supreme Court has yet to hear the appeal.

Other efforts at the state and national levels are underway, including legislation aimed at prevention, identification, and strengthening the tools available to law enforcement for identifying, arresting, and prosecuting child sex traffickers (See state and federal sections below).

Child sex trafficking occurs each day in California, as CSEC youth are transported through our counties and kept captive in varying cities or for specific events. While counties have led the effort to address the unique needs of CSEC youth, including working with law enforcement and the courts to divert suspected exploited children, the need for intensive services tailored to minors who have been ensnared in the illegal sex trafficking trade remains critical. The attached resolution affirms CSAC's commitment to working together to develop strategies to reduce and, hopefully, eliminate the incidence of minors caught in the sex trafficking trade in California.

State Budget. Last summer, CSAC supported a successful County Welfare Directors Association (CWDA) budget proposal last year to fund prevention, intervention, and direct services for CSEC youth through county child welfare services (CWS) agencies. In the current year, counties can access a total of \$20.3 million General Fund, which includes initial and one-time costs and can be matched at 50 percent with federal funding. In future years, county child welfare agencies may access up to \$9 million statewide for CSEC program activities through the Department of Social Services.

This year Congress passed the federal Strengthening Families Act – an act to prevent and address sex trafficking of children in foster care, to extend and improve adoption incentives, and to improve international child support recovery –which was supported by both CSAC and CWDA. The Act contained several new mandates for states – and in California, the county child welfare services agencies – that we agree have merit in our collective efforts to serve CSEC victims.

However, Governor Brown's Administration proposed diverting \$3.25 million in CSEC funding intended for local services to victims of sex trafficking to instead meet these new federal mandates. CSAC and CWDA are strongly opposed to diverting these funds and continue to engage the Legislature on this issue.

State Legislation. Governor Brown signed a raft of CSEC bills into law last fall, including SB 955 (Chapter 712, Statutes of 2014) by Senator Holly Mitchell allowing courts to authorize wiretaps for the investigation and prosecution of human trafficking, and AB 1585 (Chapter 708, Statutes of 2014) by Assembly Member Luis Alejo to allow the courts to set aside a conviction of solicitation or prostitution for those who can prove he or she was a victim of human trafficking. Senator Mitchell was also successful in passing SB 1165 (Chapter 713, Statutes of 2014), which allows sex trafficking prevention education in

California's schools. Fines increased from \$20,000 to \$25,000 for people convicted of placing a minor into prostitution.

Several CSEC bills have been introduced this legislative session, including AB 1051 by Assembly Member Brian Maienschein, which would amend Proposition 21 (2000) to add human trafficking to the list of activities and offenses that may be used to establish criminal gang activity.

SB 518, by Senator Mark Leno, would create clear guidelines for Trauma Recovery Center (TRC) services administered by the Victims Compensation & Government Claims Board (VCGCB) in California. By setting clear guidelines and bolstering training for new trauma recovery centers, this bill would ensure that victims of crime and trauma in California receive the comprehensive and timely services they need in order to heal, and to avoid negative economic consequences for themselves and their communities.

The TRC model has proven to be extremely successful, and since the grant program began, survivors of crime who received services through the TRC saw significant increases in health and wellness. In fact, 74 percent of those served showed an improvement in mental health, and 51 percent demonstrated an improvement in physical health. People who receive services at the TRC are 56 percent more likely to return to employment, 44 percent more likely to cooperate with the district attorney, and 69 percent more likely to generally cooperate with law enforcement. Providing all of these benefits are 33 percent lower than the cost traditional providers.

The Legislative Analyst's Office (LAO) estimates future additional funding for the TRC grant program at anywhere between \$10-20 million annually, stemming from language in Proposition 47 of 2014 that directed 10 percent of the savings realized from the proposition to this program.

Under current law, crime victims and witnesses to crime face various obstacles before receiving monetary compensation that they are lawfully entitled to receive. SB 519, by Senator Loni Hancock, would reform how crime victims are compensated for their suffering in several ways, including but not limited to: requiring that the Board applications be processed within 90 days of receipt, including appeals time; requiring that all Board correspondence with applicants be in English, Spanish, and Chinese; eliminating the "cooperation" requirement in order to get compensation for witnesses who are minors; and increasing the amount a victim's family would receive for funeral costs from \$5000 to \$7500.

Counties agree that reform is necessary to better support victims of crime, such as CSEC victims, and is currently supporting SB 519.

California Attorney General. Attorney General Kamala Harris led an Anti-Trafficking Working Group in 2012 and has created a resource center online for recognizing, treating, and prosecuting human trafficking, including minors, at www.oag.ca.gov/human-trafficking. She also released the report "The State of Human Trafficking in California 2012" (available in the Resources Section below) which identifies human trafficking as a top priority for her office.

In January 2015, the Attorney General announced the new Bureau of Children's Justice within the California Department of Justice (DOJ). The mission is to protect the rights of

children and focus the attention and resources of law enforcement and policymakers on the importance of safeguarding every child so that they can meet their full potential. The Bureau will focus its enforcement and advocacy efforts on California's foster care, adoption and juvenile justice system, including human trafficking of vulnerable youth. DOJ held meetings in Sacramento, Los Angeles and Oakland with the expectation of working with experts in the areas of children and family services, CSEC youth, juvenile justice, education, and other areas impacting children.

Federal Actions. The House acted early this year in passing by voice vote the Justice for Victims of Trafficking Act of 2015 (H.R. 181). Adopted on January 27, the bill would provide competitive grants to state and local governments from the U.S. Department of Justice to improve the investigation and prosecution of child trafficking crimes, provide training to personnel to respond to victims and address their need for specialized services. The bill would authorize the appropriation of \$5 million annually over FY's 2016-2019.

The Senate Judiciary Committee reported out a similar bill last month on a unanimous vote. That measure is also called the Justice for Victims of Trafficking Act of 2015 (S. 178). Under the Senate legislation, \$7 million is appropriated annually through a victim's compensation fund from assessments placed on persons convicted of sex trafficking and similar offenses. Funding would be made available to state and local governments through a competitive grant process similar to the one under the House counterpart bill.

Once it reached the Senate floor however, Democrats took a closer look at the language and discovered a statutory reference contained in the bill blocking money from the fund for paying for abortions. The so-called Hyde amendment language has been added to existing pots of funding under federal health programs for many years, but Democrats objected to it being tied to a new source of federal funding. The Senate spent nearly two weeks debating the bill and Republicans had been unable to break a Democratic filibuster against it. Senator Boxer (D-CA) had withdrawn her name as a co-sponsor of the bill and Senator Feinstein (D-CA) has made speeches on the floor stating that she will not support passage until the language is struck from the measure. The bill had been pulled from the Senate floor to make way for debate on the Senate budget resolution (S. Con. Res. 11), but was finally passed after the Hyde Amendment language was removed on April 22. It is now in the House.

This year's Congressional activity on sex trafficking builds upon bipartisan work enacted into law last fall. The new law, the Preventing Sex Trafficking and Strengthening Families Act (H.R. 4980; P.L. 113-183) contains a number of federal, state and local reporting requirements to be implemented over the next few years in order to better understand the breadth of the sex trafficking problem. Included are requirements due to be implemented this fall for child welfare agencies to develop and implement protocols to locate children who have runaway or are missing from foster care; determine the child's experiences while absent from care; develop screening to determine if the child is a sex trafficking victim; and, report the information to the federal government.

Recommendation. The CSAC Board of Directors recommend that County Boards of Supervisors adopt the attached resolution to increase awareness of CSEC issues and affirm the County's commitment to combatting CSEC activities.

Attachments:

1. County-specific sample resolution regarding Commercial Sexual Exploitation of Children
2. CSAC resolution regarding Commercial Sexual Exploitation of Children

Resources:

- Los Angeles
 - **Succeeding Through Achievement and Resilience (STAR) Court** - <http://www.courts.ca.gov/27693.htm>
 - **"Prostitution in Los Angeles: Court gives girls in sex trade a second chance"** – Los Angeles Daily News <http://www.dailynews.com/social-affairs/20140518/prostitution-in-los-angeles-court-gives-girls-in-sex-trade-a-second-chance>
 - **"January Declared 'National Human Trafficking Month' in L.A. County"** – Arcadia Patch <http://patch.com/california/arcadia/january-declared-national-human-trafficking-month-la-county-0>
- Alameda
 - **H.E.A.T. (Human Exploitation and Trafficking) Watch** <http://www.heatwatch.org/>
 - **"Alameda County DA Unveils Billboard Campaign Against Child Sex Trafficking"** – CBS SF Bay Area <http://sanfrancisco.cbslocal.com/2015/01/09/alameda-county-district-attorney-unveils-billboard-campaign-against-human-trafficking-child-sex-exploitation/>
- San Francisco
 - **SFCAHT (San Francisco Collaborative Against Human Trafficking)** <http://www.sfcaht.org/>
 - **SFCAHT Anti-Human Trafficking Teen Poster Contest** <http://www.sfcaht.org/teen-poster-contest.html>
- Merced
 - **"Fight against human trafficking changing in Merced County"** – Merced Sun-Star <http://www.mercedsunstar.com/news/local/article6729123.html>

Reports:

- 2012 Attorney General Report: **"The State of Human Trafficking in California"** <http://oag.ca.gov/sites/all/files/agweb/pdfs/ht/human-trafficking-2012.pdf>
- 2013 California Child Welfare Council Report: **"Ending the Commercial Sexual Exploitation of Children"** http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/Ending-CSEC-A-Call-for-Multi-System_Collaboration-in-CA.pdf
- National Human Trafficking Resource Center 2007-2012 Report: **"Human Trafficking Trends in the United States – Polaris Project"** - <http://www.polarisproject.org/human-trafficking/overview/human-trafficking-trends>
- April 2014 NACo Survey Report: **"The Problem of Human Sex Trafficking in America"** http://www.naco.org/newsroom/pubs/Documents/Surveys/SexTrafficking_Survey_April2014.pdf

- Legislative Analyst's Office Report: **"The 2015-16 Budget: Improving State Programs for Victims of Crime"**
<http://www.lao.ca.gov/reports/2015/budget/crime-victims/crime-victims-031815.pdf>
- California State Auditor December 2008 Report: **Victim Compensation and Government Claims Board: It Has Begun Improving the Victim Compensation Program, but More Remains to Be Done"**
<https://www.bsa.ca.gov/pdfs/reports/2008-113.pdf>

CSAC Staff Contacts:

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Michelle Gibbons can be reached at (916) 327-7500 Ext. 524 or mgibbons@counties.org.

RESOLUTION NO. 15-

**A RESOLUTION TO AFFIRM THE COMMITMENT OF THE
COUNTY OF PLUMAS**

**TO PREVENTING COMMERCIAL SEXUAL EXPLOITATION OF CHILDREN IN OUR
COUNTY AND TO WORK COLLABORATIVELY WITH ALL COUNTY PARTNERS TO
IDENTIFY, PROTECT, AND SERVE THESE VULNERABLE CHILDREN AND YOUTH**

IN THE MATTER OF the epidemic of Commercial Sexual Exploitation of Children (CSEC) in the State of California:

WHEREAS, the Plumas County Board of Supervisors recognizes that the commercial sexual exploitation of children is a pressing national, state, and local issue, and

WHEREAS, the FBI estimates that 100,000 children in the United States are sold for sex each year, including child sex trafficking, child sex tourism, and child pornography, and

WHEREAS, three of the top 13 highest trafficking areas in the nation are located in California: San Francisco, Los Angeles, and the San Diego metropolitan areas, and

WHEREAS, county law enforcement, child welfare services, behavioral health, the courts, and community-based organizations report increasing numbers of exploited underage victims, and

WHEREAS, counties have led the effort to address the unique needs of CSEC youth, including working with law enforcement and the courts to divert suspected exploited children, and

WHEREAS, county law enforcement, child welfare services, behavioral health, the courts, and community-based organizations continue to grapple with identifying and assisting CSEC youth but have also made significant gains in meeting the unique needs of these traumatized children, and

WHEREAS, the need for intensive services tailored to minors who have been ensnared in the illegal sex trafficking trade remains critical,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS TO AFFIRM THE COUNTY'S COMMITMENT TO DEVELOPING AND SUPPORTING STRATEGIES TO PREVENT, REDUCE, AND SERVE THE VICTIMS OF COMMERCIAL SEXUAL EXPLOITATION OF CHILDREN AND WORK TO ELIMINATE SEX TRAFFICKING IN CALIFORNIA.

PASSED AND ADOPTED by the Plumas County Board of Supervisors at its meeting on the 21st day of July, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board