



## **BOARD OF SUPERVISORS**

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

### **AGENDA FOR MEETING OF AUGUST 16, 2011 TO BE HELD AT 10:00 A.M. IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

**www.countyofplumas.com**

### **AGENDA**

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

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

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

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

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



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

## STANDING ORDERS

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

**INVOCATION AND FLAG SALUTE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

## **ACTION AGENDA**

### **SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

#### **Convene as the Grizzly Ranch Community Services District Governing Board**

1. 10:10 **GRIZZLY RANCH CSD** – Robert Perreault

Adopt a **RESOLUTION** to establish fees for the Grizzly Ranch CSD for water and sewer services for collection on the County Tax Roll. **Roll call vote**

#### **Adjourn as the Governing Board for special districts and reconvene as the Board of Supervisors**

2. 10:15 **BOARD OF SUPERVISORS**

- A. Approve and authorize the Chair to sign a letter of support to either modify or introduce new legislation to permit the direct receipt of Department of Justice background check information by Nor-Cal EMS
- B. **Appointments**

#### **FISH & GAME ADVISORY COMMITTEE**

Appoint Gary Klement to the Fish & Game Advisory Committee representing District 4

C. **PUBLIC HEARING** – FY 2011-2012 Plumas County budget. Discussion, possible action and/or direction to staff

#### **3. CONSENT AGENDA**

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

A. **BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign comment letter to State Water Resources Control Board regarding conditional waiver of waste discharge requirements for United States Forest Service,

B. **FISH & GAME ADVISORY COMMISSION**

Authorize the Fish & Game Commission to contribute up to \$8,000 to the Almanor Fishing Association for the refurbishment of two platforms at Lake Almanor

**C. SOCIAL SERVICES**

- 1) Approve and authorize the Director of Social Services to sign contract with Bill Abramson, Attorney at Law for legal representation; and authorize the Department of Social Services to extend the agreement for an additional twelve month term at the agreement's conclusion subject to an agreement to the same terms and compensation amount
- 2) Approve and authorize the Director of Social Services to sign renewal of an agreement with the Alliance for Workforce Development and operating as the Plumas Work Connection for administration of CalWORKs; and authorize an extension of the agreement at the end of the present term not to exceed 12 calendar months

**D. PUBLIC HEALTH SERVICES**

- 1) Adopt a **RESOLUTION** to accept transfer of programs related to Alcohol & Drug Services, approve Comprehensive Drug Court implementation notice of grant award and authorize the Director of Public Health to sign
- 2) Approve payment to Dramaworks for a July 2011 invoice of \$3,750 from budget unit 70560 for FY 2010-2011
- 3) Approve and authorize the Director of Public Health to sign a contract between the National Association of County and City Health Officials and County of Plumas, subject to approval by County Counsel

**E. HUMAN RESOURCES**

Approve and authorize the Chair to sign five-year copier lease with Wells Fargo Bank and the associated maintenance/service agreement with Scott Tanner Business Equipment

**F. COUNTY COUNSEL**

Approve and authorize the Chair to sign renewal of Robert McIlroy's contract to provide legal services for Public Guardian conservatees for FY 11/12.

**NOON RECESS**

**4. 1:30 P.M. BOARD OF SUPERVISORS**

FY 2011-2012 continued Public Hearing and/or Budget Workshop. This matter is continued from the morning session if needed.

**5. CLOSED SESSION**

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

- A. Conference with Legal Counsel – Initiation of litigation pursuant to Subdivision (c) of Government Code § 54956.9 – one case
- B. Conference with Legal Counsel – Existing litigation: Kaye Hancock vs. County of Plumas, et al., Plumas County Superior Court, Case No. CV09-00255.
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Department Employees Association, Operating Engineers Local #3, and Confidential Employees

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, September 06, 2011, Board of Supervisors Room 308, Courthouse, Quincy, California.

# ENGINEERING DEPARTMENT

555 Main Street • Quincy, CA 95971 • (530) 283-6222 • Fax (530) 283-6134

 COPY



Robert A. Perreault, Jr.,  
Plumas County Engineer

DATE: August 8, 2011

TO: Honorable Board of Supervisors

FROM: Robert A. Perreault, Jr.  
Manager, Grizzly Ranch CSD



RE: Agenda Request for August 16, 2011

A. Sitting as the governing Board for the Grizzly Ranch CSD, the adoption of a Resolution to establish fees for the Grizzly Ranch CSD for water and sewer services.

Recommendation: To approve the attached Resolution.

Discussion: Each year, the Grizzly Ranch CSD is required to establish fees applicable to the water and sewer services. The fees are subject to Consumer Price Indexing and the CPI factor for 2010/11 is up 3.1%. This will increase the present fee of \$1328.52 per lot to \$1368.70. There is also a \$2.50 fee charged by the Auditor to collect the fees on the tax roll.

I have enclosed copies of all of the necessary forms and fee chart for your review.

## **DISTRICT SPECIAL ASSESSMENT CERTIFICATION**

Grizzly Ranch Community Services District special assessment enrollment for the 2011/12 fiscal/2011 tax year total dollar amount is: \$ 403,132.80, with a total of 294 parcels being billed.

We are aware that there may be rejected records and that we will be notified of the adjusted billable amount.

We have included (if applicable) the County's administrative charge totaling \$735.00, with a total of 294 parcels to be billed.

Robert A. Pencauf  
(signature)

AUGUST 5, 2011  
(Date)

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

REQUESTING COLLECTION OF CHARGES ON TAX ROLL

Whereas, the Grizzly Ranch Community Services District (hereinafter "District") requests the County of Plumas collect on the County tax rolls certain charges which have been imposed pursuant to Resolution 10-7656 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 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/City and being requested to be collected by Plumas County comply with all requirements of state law, including but not limited to Articles XIIIIC and XIIIID 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.

PASSED AND ADOPTED by District/City this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_, by the following vote on roll call:

AYES      Board members:

NOES      Board members:

ABSENT      Board members:

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Chairperson

ATTEST:

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District Clerk

028010005000	GRIZZLY CREEK DEVELOPMENT LLA	\$0.00	50201
028010006000	GRIZZLY CREEK GOLF LLC	\$0.00	50201
028010014000	GRIZZLY CREEK DEVELOP LLC A DE LLC	\$0.00	50201
028010016000	BECKWOURTH FIRE PROTECTION DIST	\$0.00	50201
028010024000	GRIZZLY RANCH ASSOC	\$0.00	50201
028010025000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028010028000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$0.00	50201
028010029000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$0.00	50201
028010032000	GRIZZLY CREEK DEV LLC A DE LLC	\$1,368.70	50201
028010036000	GRIZZLY CREEK GOLF LLC	\$0.00	50201
028010037000	GRIZZLY CREEK GOLF LLC	\$0.00	50201
028010038000	GRIZZLY CREEK DEV LLC A DE LLC	\$0.00	50201
028010041000	GRIZZLY CREEK DEV LLC A DE LLC	\$0.00	50201
028010042000	BECKWOURTH FIRE PROTECTION DIST	\$0.00	50201
028010043000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$0.00	50201
028010044000	GRIZZLY CREEK DEVELOPMENT LLC	\$0.00	50201
028010045000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$0.00	50201
028010046000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$0.00	50201
028010047000	GRIZZLY CREEK GOLF LLC	\$0.00	50201
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028020005000	TURNER JOHN E & CAROL A H/W	\$1,368.70	50201
028020006000	HAZEN PAUL & CASSANDRA TRUSTEE	\$1,368.70	50201
028030002000	WOLF TREE PARTNERS LP A CO LTD PARTNERS	\$1,368.70	50201
028030007000	COOPER LARRY M & TERRIL TRUSTEE	\$1,368.70	50201
028030008000	COOPER LARRY M & TERRIL TRUSTEE	\$1,368.70	50201
028030009000	GRIZZLY RANCH ASSOCIATION	\$0.00	50201
028030010000	GRIZZLY RANCH RESIDENCE LLC A NV LLC	\$1,368.70	50201
028030011000	LOW JOAN E ETAL	\$1,368.70	50201
028030012000	CLARK GEORGE & ERICSON STEPHANIE	\$1,368.70	50201
028030013000	BANK OF AMERICA NA	\$1,368.70	50201
028030014000	MCNAMARA DANIEL J & PATRICIA ANN	\$1,368.70	50201
028030015000	HUFFMAN DAVID E & KARLEEN P H/W	\$1,368.70	50201
028030016000	STEIN ROBERT WALTON & DENISE ANN TRUSTEE	\$1,368.70	50201
028030017000	BRIDGE JOHN M & PATRICIA R	\$1,368.70	50201
028030018000	TEW ROGER E & JANICE M TRUSTEE	\$1,368.70	50201
028030019000	NORRIS ANDREW D III & SHERIDAN SALLY TRUS	\$1,368.70	50201
028030020000	BECHEN PETER F & JANE G H/W	\$1,368.70	50201

028030022000	BULLIS CRAIG M & AMY J	\$1,368.70	50201
028030023000	JOHNSON ROSE MARY	\$1,368.70	50201
028030024000	MC DONALD MICHAEL L & JEANNINE MARIE	\$1,368.70	50201
028030025000	PERRY BARCLAY & SUSAN D	\$1,368.70	50201
028030026000	TEDSEN DONALD F JR & LESLIE H/W	\$1,368.70	50201
028030027000	MILLER JAMES I & GAYANNA TRUSTEE	\$1,368.70	50201
028030029000	LOWE MICHAEL H & CHRISTY GLASS	\$1,368.70	50201
028030030000	MOHLER MICHAEL A & JEANNINE A	\$1,368.70	50201
028030031000	DHOND MILIND R & WHITLEY TERESA B	\$1,368.70	50201
028030032000	PRINN BRIAN T & WEEKLEY ROBERT M TRUSTEE	\$1,368.70	50201
028030033000	HAGOPIAN BERGE K & MARY ANN	\$1,368.70	50201
028030034000	HUBBARD MICHAEL O & MELINDA F H/W	\$1,368.70	50201
028030035000	PRINN BRIAN T & WEEKLEY ROBERT M TRUSTEE	\$1,368.70	50201
028030036000	PENNINGTON TIMOTHY M III & MELISSA J	\$1,368.70	50201
028030037000	PENNINGTON TIMOTHY M III & MELISSA J TRUSTEE	\$1,368.70	50201
028030038000	HOWE BRADFORD W & JILL J	\$1,368.70	50201
028030039000	THAYER ROBERT N JR & SANDRA OTTO H/W	\$1,368.70	50201
028030040000	HAGOPIAN BERGE K & MARY ANN	\$1,368.70	50201
028030041000	KRAUS JOSEPH R	\$1,368.70	50201
028030042000	WOLF TREE PARTNERS LP A CO LTD PARTNERS	\$1,368.70	50201
028030043000	WOLF TREE PARTNERS LP A CO LTD PARTNERS	\$1,368.70	50201
028030044000	SCHUMACHER KATHRYN ADELE TRUSTEE	\$1,368.70	50201
028030045000	GRIZZLY CREEK DEVELOPMENT LLC	\$1,368.70	50201
028040001000	EOWAN GEORGE T & ANNE M	\$1,368.70	50201
028040002000	BANK OF AMERICA NA	\$1,368.70	50201
028040003000	GRIZZLY RANCH ASSOCIATION	\$0.00	50201
028040004000	GRIZZLY RANCH ASSOCIATION	\$0.00	50201
028040005000	GRIZZLY RANCH ASSOCIATION	\$0.00	50201
028040006000	DUDKIEWICZ SAMUEL W & GRAHAM KATHLEEN F	\$1,368.70	50201
028040007000	GRIZZLY RANCH ASSOCIATION	\$0.00	50201
028040008000	GRIZZLY RANCH ASSOCIATION	\$0.00	50201
028040009000	NAVONE ANDREW J & CELESTE A TRUSTEE	\$1,368.70	50201
028040010000	HIRABAYASHI-DETHIER JOY & DETHIER BRIAN V	\$1,368.70	50201
028040011000	RHODES DAVID R & MARY H	\$1,368.70	50201
028040012000	MCNAMARA DANIEL J & PATRICIA ANN	\$1,368.70	50201
028040013000	RICHMILL PARTNERS, LLP	\$1,368.70	50201
028040014000	KERN COUNTY BUILDERS INC ETAL	\$1,368.70	50201

028040015000	NAKASUJI JIMMIE & SHIRLEY ANN TRUSTEE	\$1,368.70	50201	\$2.50
028040016000	SIMPSON SANDEE D SUCC TRUSTEE	\$1,368.70	50201	\$2.50
028040017000	GRIZZLY RANCH ASSOCIATION	\$0.00	50201	
028040018000	BELL LARRY E & GARNET F	\$1,368.70	50201	\$2.50
028040019000	SCHAAF K C ETAL	\$1,368.70	50201	\$2.50
028040020000	KROCK DENNIS G & MAUREEN TRUSTEE	\$1,368.70	50201	\$2.50
028040021000	WISKOCIL JOHN & ANGIOLINA TRUSTEE	\$1,368.70	50201	\$2.50
028040022000	OTHITES MICHAEL G & JOY H/W	\$1,368.70	50201	\$2.50
028040023000	JASZEWSKI PAUL JOHN & NAOMI SUE	\$1,368.70	50201	\$2.50
028040024000	NORRIS PENNINGTON PARTNERS	\$1,368.70	50201	\$2.50
028040025000	BURNETT SAMUEL E & SMITH H DOROTHY TRUS	\$1,368.70	50201	\$2.50
028040026000	KETRING HERBERT G & MARY JILL H/W	\$1,368.70	50201	\$2.50
028040027000	COOK DEAN F & SHARON J TRUSTEE	\$1,368.70	50201	\$2.50
028040028000	BECKER WILLIAM & NANCY	\$1,368.70	50201	\$2.50
028040029000	SHAW ARCHIBALD C III	\$1,368.70	50201	\$2.50
028040030000	GRIZZLY RANCH 30 LLC A NV LLC	\$1,368.70	50201	\$2.50
028040031000	ANDERSON DONALD A & MAUREEN R TRUSTEE	\$1,368.70	50201	\$2.50
028040032000	JONKER LEON ANTON & DEBORAH KAY	\$1,368.70	50201	\$2.50
028040033000	DAVISSON ROGER C & MARJORIE TRUSTEE	\$1,368.70	50201	\$2.50
028040034000	LOYD JAMES D & SHARIA	\$1,368.70	50201	\$2.50
028040035000	KRAUS JOSEPH R	\$1,368.70	50201	\$2.50
028040036000	MAGNUSON RICHARD P & AMY C TRUSTEE	\$1,368.70	50201	\$2.50
028040037000	PENNINGTON TIMOTHY M III & MELISSA J TRUST	\$1,368.70	50201	\$2.50
028040038000	RIGNEY TIMOTHY J	\$1,368.70	50201	\$2.50
028040039000	SBS INVESTMENTS, LLC	\$1,368.70	50201	\$2.50
028040040000	KRAUS JOSEPH R	\$1,368.70	50201	\$2.50
028040041000	STORMO OWEN & ALEXIA TRUSTEE	\$1,368.70	50201	\$2.50
028040042000	GRIZZLY RANCH CONSERVANCY	\$1,368.70	50201	\$2.50
028050001000	FIERRO STEVEN J	\$1,368.70	50201	\$2.50
028050002000	GRIZZLY RANCH ASSOCIATION	\$0.00	50201	
028050003000	ANDERSON STANLEY M & BRENDA S	\$1,368.70	50201	\$2.50
028050004000	BANK OF AMERICA NA	\$1,368.70	50201	\$2.50
028050005000	NORRIS PENNINGTON PARTNERS	\$1,368.70	50201	\$2.50
028050006000	GRIZZLY RANCH ASSOCIATION	\$0.00	50201	
028050007000	BATTY JOHN C & BONNIE R TRUSTEE	\$1,368.70	50201	\$2.50
028050008000	TAEUBEL TERRY ANN & ALFRED	\$1,368.70	50201	\$2.50
028050009000	MC MURTRY BURTON J & ANN KATHRYN	\$1,368.70	50201	\$2.50

028050010000	MICHELL WILLIAM E & BARBARA W TRUSTEE	\$1,368.70	50201
028050011000	HAPPYTAIL HEIGHTS LLC	\$1,368.70	50201
028050012000	SAILER DAVID L & SANDRA S TRUSTEE	\$1,368.70	50201
028050013000	GRIZZLY CREEK DEVELOPMENT LLC A DE LTD LI	\$1,368.70	50201
028050014000	GRIZZLY CREEK DEVELOPMENT LLC A DE LTD LI	\$1,368.70	50201
028050015000	WEIL DAVID S JR & SALLY L TRUSTEE	\$1,368.70	50201
028050016000	RHODE TIMOTHY & TINA H/W	\$1,368.70	50201
028050017000	KRAUS JOSEPH R	\$1,368.70	50201
028050018000	DRAPER BRYAN H & SUSAN A TRUSTEE	\$1,368.70	50201
028050019000	LARSEN DAVID & HEATHER	\$1,368.70	50201
028050020000	ALIMONTI RICK A & SUSAN M	\$1,368.70	50201
028050021000	VER WEST JAMES L TRUSTEE	\$1,368.70	50201
028050022000	STEIN PETER H & REBECCA A	\$1,368.70	50201
028050023000	GRIZZLY RANCH COMM SVCS DIST	\$0.00	50201
028060001000	CLYNE LARRY E & ROBYN M	\$1,368.70	50201
028060002000	VERHASSET JAMES L & SHARON L	\$1,368.70	50201
028060003000	MILLER LAURA L & BRIAN K W/H	\$1,368.70	50201
028060004000	JARRETT SCOTT D & JOANNE D TRUSTEE	\$1,368.70	50201
028060005000	GRIZZLY RANCH ASSOC	\$0.00	50201
028060006000	GRIZZLY RANCH ASSOC	\$0.00	50201
028060007000	HANSON MATTHEW SHAWN & STEPHANIE RENE	\$1,368.70	50201
028060008000	BOYLE DENNIS R & MARY C	\$1,368.70	50201
028060009000	ANDERSON DONALD A & MAUREEN R	\$1,368.70	50201
028060010000	MACK MICHAEL W & SUELLEN	\$1,368.70	50201
028060011000	CULLINAN THOMAS R & NOELLE L	\$1,368.70	50201
028060012000	MINISTRI PETER & CAMERON H	\$1,368.70	50201
028060013000	MCNAMARA DANIEL J ETAL	\$1,368.70	50201
028060014000	GARD DAVID C & STEPHANIE D	\$1,368.70	50201
028060015000	R & J JOY INC A NV CORPORATION	\$1,368.70	50201
028060016000	VARGAS JOAQUIN A & SHEILA E	\$1,368.70	50201
028060017000	DHOND MILIND R & WHITLEY TERESA B	\$1,368.70	50201
028060018000	HUFFMAN DAVID E & KARLEEN P	\$1,368.70	50201
028070001000	MACEY ROBERT & PAMELA H/W	\$1,368.70	50201
028070002000	DESJARDIN WILLIAM P & MARY LYNN H/W	\$1,368.70	50201
028070003000	WIENCKOWSKI SHAWN MEL & BETSY S H/W	\$1,368.70	50201
028070004000	WILLIAMS PHILLIP B & KIMBERLY B TRUSTEE	\$1,368.70	50201
028070005000	GRIZZLY PARTNERS LLC	\$1,368.70	50201

028070006000	BAYER FREDERICK WOLFGANG & CAROL LUCAS	\$1,368.70	50201
028070007000	SCHUMACHER KATHRYN ADELE TRUSTEE	\$1,368.70	50201
028070008000	BORLAND J SCOTT & SUZANNE K H/W	\$1,368.70	50201
028070012000	BOYLE DENNIS R & MARY C	\$1,368.70	50201
028070013000	BURKE STEPHEN E & ALLYSON C	\$1,368.70	50201
028070014000	JOKERST ROBERT SCOTT & ELIZABETH SUMNEF	\$1,368.70	50201
028070015000	TRUEBLOOD HENRY WARD & NANCY M	\$1,368.70	50201
028070016000	DEGRAVES ROBERT J & JULIE K	\$1,368.70	50201
028070017000	HILLEARY DAVID G & DEBORAH M	\$1,368.70	50201
028070018000	GRIZZLY RANCH ASSOC	\$0.00	50201
028070019000	LILLY J DANIEL TRUSTEE	\$1,368.70	50201
028070020000	JONES HAROLD C & ALLISON R	\$1,368.70	50201
028080001000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028080002000	LARSON MICHAEL E & TAMMY TRUSTEE	\$1,368.70	50201
028080003000	DAVIS DANIEL G & SUSAN S	\$1,368.70	50201
028080004000	RORES CHRISTOPHER T & RENE D TRUSTEE	\$1,368.70	50201
028080005000	AULT DAVID WINSTON & ROBINSON LINDA MARY	\$1,368.70	50201
028080006000	GRIZZLY 232 LLC	\$1,368.70	50201
028080009000	WITHERS WAYNE L & PAULA C H/W	\$1,368.70	50201
028080010000	KOLKO MICHAEL G & PAMELA J TRUSTEE	\$1,368.70	50201
028080011000	LAROY JAMES B & ROBIN C H/W	\$1,368.70	50201
028080012000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028080013000	SEABOLT STEPHEN J TRUSTEE ETAL	\$1,368.70	50201
028080014000	SEABOLT STEPHEN J TRUSTEE ETAL	\$1,368.70	50201
028080015000	LIMPERT TERRY M & MARYBETH H/W	\$1,368.70	50201
028080016000	GRIZZLY FOX LLC A WISCONSIN LLC	\$1,368.70	50201
028090001000	GUINN STEVEN E & JENNIFER	\$1,368.70	50201
028090002000	ROTH DAVID A & LEE SILLA	\$1,368.70	50201
028090003000	THEIS DAVID A & JANET L	\$1,368.70	50201
028090004000	POYNTER DENNIS S & MONICA E TRUSTEE	\$1,368.70	50201
028090005000	MOORE MICHAEL J & RITA J	\$1,368.70	50201
028090006000	HAUCK STEPHEN D & SHERI L	\$1,368.70	50201
028090007000	YEAKEL COURTNEY C & JAMES R	\$1,368.70	50201
028090008000	BURROWS JOHN J & ERIN A	\$1,368.70	50201
028090009000	ROMINE LAWRENCE D & PATRICIA A	\$1,368.70	50201
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028090011000	HOLMAN LIONEL C & JOAN A	\$1,368.70	50201

028090012000	KNARR CHARLES M & LINDA T TRUSTEE	\$1,368.70	50201
028090013000	NORRIS PENNINGTON PARTNERS	\$1,368.70	50201
028090014000	KROCK DENNIS G & MAUREEN	\$1,368.70	50201
028090015000	DICKLICH DAVID C & MORAGA LINDA M	\$1,368.70	50201
028090016000	DAMELIO MATTHEW J & ERICA O	\$1,368.70	50201
028090017000	UPCHURCH DAVID B & MESKO AMELIA	\$1,368.70	50201
028090018000	ANDERSON CHARLES R & ROBBIN R	\$1,368.70	50201
028090019000	GRANDE PETER M & WENDY J	\$1,368.70	50201
028090020000	NORRIS ANDREW DICKINSON IV & CYNTHIA ROS	\$1,368.70	50201
028090021000	RUNGE HENRY TED JR TRUSTEE	\$1,368.70	50201
028100001000	STEIN ROBERT TRUSTEE ETAL	\$1,368.70	50201
028100002000	STEIN ROBERT TRUSTEE ETAL	\$1,368.70	50201
028100003000	LUNGHI FRANK C & LINDA A H/W	\$1,368.70	50201
028100004000	JANBAKHSH MAHMOUD	\$1,368.70	50201
028100005000	SCHOELKOPF ROBERT F & STARLA	\$1,368.70	50201
028100006000	DAVID BILL ETAL	\$1,368.70	50201
028100007000	SCHROEDER JAY W & BERNARDINE K	\$1,368.70	50201
028100008000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028100009000	STAUB RICHARD S & JANET L H/W	\$1,368.70	50201
028100010000	KRAMER GREGORY A TRUSTEE	\$1,368.70	50201
028100011000	BANK OF AMERICA NA	\$1,368.70	50201
028100012000	LOW JOAN E	\$1,368.70	50201
028100013000	ANDERSON BRENDA	\$1,368.70	50201
028100014000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028100015000	HARPER RICHARD C & JEANNINE M TRUSTEE	\$1,368.70	50201
028100016000	GRIZZLY RANCH ASSOC	\$0.00	50201
028100017000	HARPER RICHARD C & JEANNINE M TRUSTEE	\$1,368.70	50201
028100018000	NORRIS PENNINGTON PARTNERS A CA GP	\$1,368.70	50201
028100019000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028100020000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028100021000	BOWLES RICHARD T & KATHLEEN S	\$1,368.70	50201
028100022000	BLUMENFELD VALERIE TRUSTEE	\$1,368.70	50201
028110001000	PETERSMEYER JUSTIN N & ADINA J	\$1,368.70	50201
028110002000	GEVEDON M LAWRENCE & MARY ANN	\$1,368.70	50201
028110003000	NOBLE CYNTHIA B TRUSTEE	\$1,368.70	50201
028110004000	JONKER LEON ANTON & DEBORAH KAY TRUSTEE	\$1,368.70	50201
028110005000	RICHARDS MICHAEL D & SANDRA L	\$1,368.70	50201

028110006000	RASMUSSEN RICHARD A	\$1,368.70	50201
028110007000	NORRIS PENNINGTON PARTNERS	\$1,368.70	50201
028110008000	SAWYER DAVID ET AL	\$1,368.70	50201
028110009000	SHAPIRO MICHAEL J	\$1,368.70	50201
028110010000	CASEY BRIAN	\$1,368.70	50201
028110011000	MURPHY SHAWN E & CATHERINE S	\$1,368.70	50201
028110012000	LOOKER SUZANNE L & NEIL L	\$1,368.70	50201
028110013000	NORRIS PENNINGTON PARTNERS	\$1,368.70	50201
028110014000	BRIGGS KYLE D & LAURA M	\$1,368.70	50201
028110015000	SCHONDER ADOLPH A & KATHLEEN M TRUSTEE	\$1,368.70	50201
028110016000	SHAW TODD	\$1,368.70	50201
028110017000	PHELAN GREGORY W & JUDITH ANN	\$1,368.70	50201
028110018000	CARRIGAN MELISSA	\$1,368.70	50201
028110019000	SHAW ARCHIE C	\$1,368.70	50201
028110020000	NORRIS PENNINGTON PARTNERS	\$1,368.70	50201
028110021000	KLAUER THOMAS D TRUSTEE	\$1,368.70	50201
028110022000	GRIZZLY RANCH ASSOC	\$0.00	50201
028110023000	GRIZZLY RANCH ASSOC	\$0.00	50201
028120001000	REECE LEONARD C JR & MARY ANN	\$1,368.70	50201
028120002000	SAILING RICHARD J & SAUNDRA J	\$1,368.70	50201
028120003000	KUBAT CHARLES A & SUSAN J	\$1,368.70	50201
028120004000	GUERRERO DANILO L & DIVINA R	\$1,368.70	50201
028120005000	WISKOCIL JOHN & ANGIOLINA TRUSTEE	\$1,368.70	50201
028120006000	COBUN ROBERT H & MARIE M	\$1,368.70	50201
028120007000	HAYNES ROBIN CHRISTEN TRUSTEE	\$1,368.70	50201
028120008000	BLIDE MICHAEL & JENNIFER	\$1,368.70	50201
028120009000	BLIDE THOMAS S & HEIDI T	\$1,368.70	50201
028120010000	SHAW DEBRA L	\$1,368.70	50201
028120011000	GRIZZLY RANCH ASSOC	\$0.00	50201
028120012000	THORNTON DADE W & JANE COLLIS H/W	\$1,368.70	50201
028120013000	COLLIS MARGARET H	\$1,368.70	50201
028120014000	RAYMOND ROBERT K & KATHERINE A	\$1,368.70	50201
028120015000	TREANOR ZACKERIE N & JULIE A	\$1,368.70	50201
028120016000	JINKS C DARWIN & CAROL K	\$1,368.70	50201
028120017000	LUNGH FRANK C & LINDA A	\$1,368.70	50201
028120018000	ARNOLD DAVID L & DIANA R	\$1,368.70	50201

028120020000	REECE LEONARD C JR & MARYANN TRUSTEE	\$1,368.70	50201
028130001000	HUFFMAN DAVID E & KARLEEN P H/W	\$1,368.70	50201
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028130003000	MENDES JAMES & JANA K H/W	\$1,368.70	50201
028130004000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028130007000	GRIZZLY 232 LLC	\$1,368.70	50201
028130008000	GRIZZLY RIDGE LLC A CA LLC	\$1,368.70	50201
028130009000	FARMER CRAIG E & JOAN F TRUSTEE	\$1,368.70	50201
028130010000	BOLT PAUL R & REBECCA KENDALL H/W	\$1,368.70	50201
028130011000	BOLT PAUL R & REBECCA KENDALL H/W	\$1,368.70	50201
028130012000	BLACK PATRICIA F & THOMAS F TRUSTEE ETAL	\$1,368.70	50201
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028130015000	LINDQUIST DONNA	\$1,368.70	50201
028130016000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028130017000	ENTRUST HAWAII INC	\$1,368.70	50201
028130018000	SAEFKE JOHN H & THERESA J TRUSTEE	\$1,368.70	50201
028130019000	PAPA GEORGE A & JOANNE L TRUSTEE	\$1,368.70	50201
028130020000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028130021000	MARTIN W GORDON & EDITH K TRUSTEE	\$1,368.70	50201
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028130024000	CARLTON WAYNE B	\$1,368.70	50201
028130025000	DORROUGH GARY R & LANFORD HELEN H W TRI	\$1,368.70	50201
028130026000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028130027000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
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028130031000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028130032000	MC CAULEY MICHAEL T & SUSAN M H/W	\$1,368.70	50201
028130033000	GRIZZLY PARTNERS LLC	\$1,368.70	50201
028130034000	GRIZZLY RANCH ASSOCIATION	\$0.00	50201
028130035000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028130036000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028130037000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201
028130038000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201

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028130040000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
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028130042000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028130043000	ROTH DAVID A	\$1,368.70	50201	\$2.50
028130044000	COLBERT JANE B	\$1,368.70	50201	\$2.50
028130045000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028130046000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028130047000	HAAG STEPHEN JAMES & DIANE LOUISE TRUSTEE	\$1,368.70	50201	\$2.50
028130048000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028130049000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028130050000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028130051000	SMITH REBECCA F & RICHARD S H/W	\$1,368.70	50201	\$2.50
028130052000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028130053000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028130054000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028130055000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028130056000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028130057000	PAPA GEORGE A & JOANNE L TRUSTEE	\$1,368.70	50201	\$2.50
028140001000	GRIZZLY RANCH ASSOCIATION	\$0.00	50201	\$2.50
028140002000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028140003000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028140004000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028140005000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028140006000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028140007000	ROBERTS MARK R & KATHRYN A H/W	\$1,368.70	50201	\$2.50
028140008000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028140009000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028140010000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028140011000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028140012000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028140013000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028140014000	KRUG ROLAND E & LINDA S TRUSTEE	\$1,368.70	50201	\$2.50
028140015000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028140016000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
028140017000	GRIZZLY CREEK DEVELOPMENT LLC A DE LLC	\$1,368.70	50201	\$2.50
		\$402,397.80		\$735.00

# COUNTY ADMINISTRATIVE OFFICE

County Courthouse, 520 Main Street, Room 309  
Quincy, California 95971 283-6315 FAX: 283-6288  
E-mail: [jackingstad@countyofplumas.com](mailto:jackingstad@countyofplumas.com)



Jack Ingstad, CAO

TO: Board of Supervisors

FROM: Jack Ingstad  
County Administrative Officer/Budget Officer

DATE: August 16, 2011

RE: FISCAL YEAR 2011-2012 BUDGET AGENDA FOR PUBLIC HEARING

A. Overview by Budget Committee

B. Open the Public Hearing

C. Public Comments

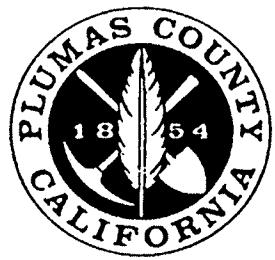
D. Comments from County Department Heads

E. Discussion by Board; possible action and direction to the Auditor/Controller on final budget for adoption on September 6, 2011

F. Close Public Hearing

# COUNTY ADMINISTRATIVE OFFICE

County Courthouse, 520 Main Street, Room 309  
Quincy, California 95971 283-6315 FAX: 283-6288  
E-mail: [jackingstad@countyofplumas.com](mailto:jackingstad@countyofplumas.com)



Jack Ingstad, CAO

TO: **Feather Publishing**

FROM: **Jack Ingstad, CAO**

DATE: **July 20, 2011**

RE: **PUBLICATION OF NOTICE**

**Please publish the following notice in all of your newspapers in the July 27th and August 2nd editions:**

## NOTICE

The Plumas County Board of Supervisors will open its hearing on the 2011/2012 County Budget at 10:00a.m. on August 16, 2011. The proposed budget documents are available to members of the general public at the County Administration Office in the County Courthouse, Room 309. This hearing will take place in the Board of Supervisors' Chambers in the County Courthouse, Third Floor, Room 308, Quincy, California. Any member of the general public may appear at the hearing and be heard regarding any item of the budget or for the inclusion of additional items.

**PLUMAS COUNTY FLOOD CONTROL  
& WATER CONSERVATION DISTRICT**

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**MEMORANDUM**

**To:** **Board of Supervisors**  
**From:** **Brian Morris**  
**Date:** **August 9, 2011**  
**Re:** **State Water Board Conditional Waiver for Forest Service**

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Attached, for review and approval by the Board, is a comment letter to the State Water Resources Control Board regarding a conditional waiver for the U.S. Forest Service.

The "conditional waiver" provides statewide rules for the Forest Service to comply with the federal Clean Water Act and California's Porter-Cologne Water Quality Control Act for types of activities having low or moderate risks to water quality. Examples of the covered activities range from Christmas tree harvesting and firewood cutting to timber harvest and stream restoration.

The comment letter emphasizes concerns over water supplies and water rights and the water quality impacts of wildfires in poorly managed forests.

**Recommendation: That the Board approve the attached letter and authorize the Chair to sign.**

**DRAFT**

August 16, 2011

Gaylon Lee  
Division of Water Quality  
State Water Resources Control Board  
1001 I Street, 15th Floor  
Sacramento, CA 95814

**Comment re: USFS Waiver**

Dear Mr. Lee:

Please accept these comments from the County of Plumas regarding the draft Statewide Conditional Waiver of Waste Discharge Requirements for Nonpoint Source Discharges Related to Certain Activities on National Forest System Lands in California.

As a preliminary matter, the conditional waiver should emphasize the important responsibility vested in the Forest Service to maintain the quality and quantity of water that flows from NFS lands and provides so much of the water supply for municipal, agricultural, and environmental uses throughout California. Both Congress and the United States Supreme Court have been very clear that ensuring favorable conditions of water flows is one of the two primary purposes of the National Forests (codified at 16 U.S.C. 475), and “multiple use” is a subordinate mandate.

Acknowledging the role of the National Forests in providing water supplies to downstream water users provides important context for the roles to be played by the State Water Board and the Forest Service. For example, in section 2.h. of the draft memorandum of agreement the State Water Board agrees to support the Forest Service “in the protection of water rights critical for support of beneficial uses on NFS lands.” While certain water quality attributes may correlate with water supply and streamflow, we question the appropriateness of the conditional waiver advancing such a broad statement concerning water rights, particularly when there is no nexus with discharges or non-point sources of pollution.

Recently, we have experienced conflicts arising from Forest Service activities potentially affecting downstream water rights holders. The State Water Board is supposed to be a neutral arbiter to make water rights determinations and resolve these conflicts, and it seems prejudicial to be offering support for Forest Service water rights without providing any other context of competing rights or interests.

With respect to sediment and water quality impairment, page 2 of the draft waiver identifies forest roads as the single most significant anthropologic source of sediment on NFS lands and identifies off-highway-vehicle recreation as the most rapidly increasing source of sediment discharges on NFS lands. In contrast, page 9 of the waiver acknowledges that the frequency and extent of catastrophic wildfire has increased, but there is no quantification of the associated impacts to water quality. Based on our own observations of water quality impacts following large-scale, severe wildfires, we would like to know how wildfires compare to other factors in contributions of sediment, mercury, and other pollutants.

Human-caused fires should certainly be identified as an “anthropologic” source of sediment, and even naturally-occurring fires are exacerbated by the shortcomings of human forest management practices over the past century. In terms of “increasing” sources of sediment, we have seen multiple, record-setting years over the past decade as one state after another has experienced ever greater numbers of acres going up in flames. We would question to what degree increasing wildfire extent and severity is increasing sediment loads.

As part of the Statewide General Conditions on page 21 of the draft waiver, each National Forest is required to actively address legacy or pre-existing discharges and/or threats to water quality. One such legacy threat is the widespread fuel loading on NFS lands. Fuels management across the landscape should be identified as a water quality Best Management Practice and a prioritized schedule for initial treatment and follow-up maintenance should be specified.

Unfortunately, the new Watershed Condition Framework that is currently being applied nationally by the Forest Service trivializes wildfire risks and their potential impact to water quality and watershed health. Among twelve “indicators” of watershed condition, the “fire condition class” is weighted at only two percent of a watershed’s overall score. We hope the State Water Board will be more aggressive in recognizing the potential water quality impacts from severe wildfires and demand more proactive efforts by the Forest Service, both as applicable through the conditional waiver and in other oversight and permitting activities.

Sincerely,

Lori Simpson  
Chair, Board of Supervisors

3B

**PLUMAS COUNTY FISH & GAME COMMISSION**  
**2250 Butterfly Valley, Quincy, CA 95971**

**TO:** Plumas County Board of Supervisors  
**FROM:** Frank Williams, Commissioner  
**RE:** Lake Almanor Fishing Association  
Request for Financial Assistance  
**DATE:** August 16, 2011

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It is hereby requested that the Board of Supervisors authorize the Fish & Game Commission's contribution to the Almanor Fishing Association's Refurbishment Project in the amount of \$8,000. This amount will be paid from the Fish & Game Commission's Special Department Expense Line Item (current balance \$90,096.00)

**Background & Discussion:**

The Almanor Fishing Association is in need of funds to complete its refurbishment of the pens and platforms in Lake Almanor that house approximately 50,000 Eagle Lake fingerlings from May until October, when they are mature enough to be released into the Lake. The AFA has five platforms that support two pens each. Three of the five have been refurbished; these funds will allow the remaining two to be completed. This is the first time in eighteen years that this work has taken place.

The Commission discussed this matter thoroughly at their August meeting (minutes attached) and determined that this project is in keeping with their mandate of promoting wild life habitat in Plumas County.

Thank you.

**PLUMAS COUNTY FISH & GAME**  
**MEETING MINUTES**  
**August 4, 2011**

The meeting was called to order by Chairman Williams

Commissioners Davis, Fording, Chavez, Garrido, Brutlag, Martynn and Seiler were present; Commissioner Valle was absent.

Chairman Williams asked if there were any changes or corrections to the July Minutes prior to approval. Commissioner Fording advised that under Reports, he did not ask for a donation for water quality testing, but rather discussed the previous donations. Commissioner Fording then moved to approve the minutes as amended; Commissioner Chavez seconded the motion. Motion passed by voice vote.

**GUESTS**

Ray Pallari, Lake Almanor Fishing Association  
Amber Rossi, Fish & Game  
Darren Olsen, Fish & Game  
Warden Kyle Kroll, Fish & Game

**URGENCY ITEMS**

None.

**CORRESPONDENCE**

No correspondence or bills were received.

**OLD BUSINESS**

Redistricting takes effect on November 1, 2011. Commissioner Davis advised that the redistricting removed him from the Commission and that he'd advised Supervisor Kennedy of same. Commissioner Chavez will no longer be on the Commission as of November 1. An e-mail was sent to Supervisor Simpson to advise that her district is short one commissioner. Commissioner Martynn will report at next month's meeting regarding his outreach efforts.

**NEW BUSINESS**

- a) Ray Pallari, Lake Almanor Fishing Association, made a presentation requesting \$8,000 to refurbish two platforms in Lake Almanor. The Association has previously refurbished three of the five platforms with grants and funds received from other agencies. There are two remaining

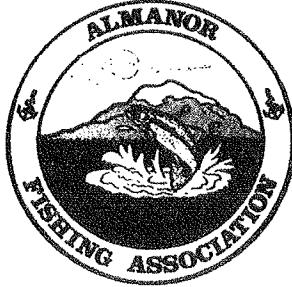
platforms that require refurbishment and the \$8,000 will cover this expense. The platforms have been in place for eighteen years.

The platforms hold two cages each which are filled with fingerlings in late October. The fingerlings are fed daily by the AFA and then released into the lake in early May when they are approximately 10-12 inches long.

The AFA is requesting \$8,000 to cover the quoted bid received from Almanor Dock Supply.

Commissioner Garrido commented that it is a very important and successful project. Commissioner Davis questioned what other funding sources they had utilized. Pallari advised that their biggest money maker is the family picnic in August. Kokanee Power pays for the fish food annually at a cost of approximately \$7,800; last year they also donated an additional \$7,800 towards the repairs. California Fisheries also donated \$15,000 toward this program. Commissioner Martynn stated that he feels this project is a direct benefit for wildlife habitat. Commissioner Brutlag moved that we support this work and authorize up to \$8,000.00 for the work; Commissioner Davis seconded. Motion passed by voice vote with Commissioner Garrido abstaining. The secretary was directed to submit a request to the Board of Supervisors for their approval to spend the additional funds.

- b) Commissioner Davis did not make contact with regard to the wild pig Hunt. Warden Kroll advised that, in his opinion, the wild pig would not be removed from game status. They became a game species 25 to 30 years ago and will probably remain that way.
- c) Commissioners Garrido and Chavez will be in charge of the food for the Junior Pheasant Hunt again this year. The hunt is scheduled for October 15. Chairman Williams will attempt to determine how many have signed up. A variety of hats were displayed for the Commissioners to choose from. It was decided that Featherhorse Designs should provide them with 24 hats of various styles with the Pheasant Hunt Logo as in previous years at a cost of between \$10 and \$11 each.
- d) Commissioner Brutlag addressed the fact that he had not been at the Commission meetings for the past three months due to his retirement and traveling. The other Commissioners were not concerned about his attendance; he will continue to serve on the Commission.
- e) The September meeting of the Fish and Game coincides with the opening of Dove Season and may present a problem with having a quorum at the meeting. The secretary advised the Chair that she, too, would be absent on that date. Chairman Williams asked that the secretary send a reminder of



## Almanor Fishing Association

P.O. Box 1938 \* Chester, CA. 96020 \*(530) 258-3790  
e-mail: [almanorfishing@frontiernet.net](mailto:almanorfishing@frontiernet.net)  
website: [www.almanorfishingassociation.com](http://www.almanorfishingassociation.com)

August 4, 2011

TO: Plumas County Fish and Game Commission  
SUBJECT: Request for Financial Assistance

The Almanor Fishing Association (AFA) has maintained a cage program which grows out 50,000 Eagle Lake Trout fingerlings yearly. These fingerlings are obtained from the California Department of Fish and Game (DFG) in late October. The fingerlings are fed daily by the AFA volunteers throughout the winter. The Eagle Lake Trout are then released in early May when they are approximately 10-12 inches in length. This program has been very successful and has released over 1,000,000 Eagle Lake Trout into Lake Almanor.

As some of you know, the AFA started a refurbishment project on the pens last summer. These pens and platforms have been in the water for approximately 18 years and were in dire need of refurbishment. Each platform supports two pens that are each capable of holding 5,000 Eagle Lake Trout. With financial assistance from the California Fisheries Foundation Incorporated (CIFFI) in the form of a \$15,000 grant and a \$7,500 grant from Kokanee Power plus an additional \$7,500 from the AFA we were able to commence this project.

The project involved the refurbishment of five wooden platforms – each platform containing two 7' x 10' x 7' deep aluminum pens. Unfortunately, we ran out of money after only completing only three platforms due to the severely deteriorated support beams which meant that the platforms had to be disassembled, new beams inserted and the platforms reassembled. The six aluminum pens were re-drilled and new stainless steel bolts and locknuts were installed by AFA volunteers. The platform work was performed by Almanor Dock Supply at the old Lassen View Resort boat ramp.

We also repaired the last four gates on the remaining cages and we have paid for the new floats for the last two platforms.

Attached is a bid from Almanor Dock Supply, dated 1/18/2011, to complete the refurbishment of the last two platforms. The bid is for \$3,246.00 per platform. The quote assumes that one treated beam will require replacement. Additional charges will apply if more than one requires replacement. The actual cage drilling and replacement of the nuts and bolts will again be done by the AFA volunteers at no cost.

Also attached is a breakdown of charges for the first three platforms. Due to the uncertainty of the condition of the support beams, the AFA would like to request assistance for the completion of the final two platforms. We are requesting \$8,000.00 which we feel will cover the refurbishment of these cages.

Thank you for your consideration of this request.

Ray Pallari, Board Member  
Almanor Fishing Association

**\*Fishermen United for the Preservation and Enhancement of Lake Almanor Fishing\***



461 FIREHOUSE ROAD  
LAKE ALMANOR, CA 96137  
(530) 596-3358  
(530) 596-4404 FAX

## QUOTATION

NAME / ADDRESS
Almanor Fishing Association Paul Garrido P.O. Box 1809 Chester, CA 96020

DATE	QUOTATION #		
1/18/2011	12645		
P.O. NO.	TERMS	DUE DATE	REP
Quote Only	Due on Receipt	1/18/2011	BLW

QTY	ITEM	DESCRIPTION	TOTAL
		This Quote is for the replacement of Customer-owned floats under ONE Fish Cage dock only. This Quote assumes that one 4x8 x 24' Pressure Treated beam will require replacement (additional charges will apply if more than one such beam requires replacement).	
32	LABORDOCK	HOURLY LABOR RATE, PER HOUR Install Customer-owned floats	1,600.00
2	WORKBOATAN	WORKBOAT ANCHOR WORK, PER HOUR Move dock from anchored position to ramp and back again after completion of work	270.00
4	LABORWELD	WELDING LABOR PER HOUR	280.00
1	999	Fabricate float attachment clips	200.00
4	DUMP FEES	Float Attachment Clip materials DISPOSAL OF OLD FLOATS SUBTOTAL FOR FLOAT REPLACEMENT ONLY	80.00 2,430.00
1	999	PRESSURE TREATED 4X8 X 24'	73.44
14	LABORDOCK	HOURLY LABOR RATE, PER HOUR Remove damaged beam; install new beam	700.00
1	DUMP FEES	DISPOSAL OF OLD BEAM CA SALES TAX	20.00 22.56
If proposal is acceptable, please sign & return to schedule work. Thank you!		<b>TOTAL</b>	\$3,246.00

SIGNATURE \_\_\_\_\_

3C1



## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

ELLIOTT SMART  
DIRECTOR

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

DATE: AUGUST 3, 2011

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR   
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR AUGUST 16, 2011, CONSENT AGENDA

RE: AUTHORIZATION FOR THE DEPARTMENT OF SOCIAL SERVICES TO  
CONTINUE CONTRACT SERVICES WITH BILL ABRAMSON,  
ATTORNEY AT LAW, FOR LEGAL REPRESENTATION IN W&I CODE  
SECTION 300 DEPENDENCY PROCEEDINGS

### It is Recommended that the Board of Supervisors

1. Approve the renewal of a contract with Bill Abramson, Attorney at Law, for legal representation of the Department of Social Services in W&I Code Section 300 juvenile dependency proceedings.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Authorize the Department of Social Services to extend the agreement for an additional twelve month term at the agreement's conclusion subject to an agreement to the same terms and compensation amount.

### Background and Discussion

California Welfare and Institutions (W&I) Code, Section 300, provides counties with the authority to remove children from the home of their parent(s) when a Court determines, based on the result of an investigation by a child protective services social worker, that the child may not safely remain in the home. When a social worker makes such a determination the county petitions the Court for removal of the child from the unsafe environment. If the Court approves the petition, the child becomes a Dependant of the Court until it is determined that the child can safely return to the home.

Each party to a W&I Code Section 300 proceeding is entitled to legal representation. In most cases, the Court appoints separate counsel to represent each of the child's parents. Representation of the County Department of Social Services as the Petitioner for the removal of the child has been provided through contract counsel for the past 12 years. For eight of those years representation has been provided by the law office of Bill Abramson.

Due to the length of time that Mr. Abramson has represented the County in this capacity, he has developed significant and highly specific expertise regarding Dependency proceedings.

As part of his contract commitment, Mr. Abramson attends staff meetings with the Department's social workers and is available to them for consultation by telephone. He has also developed a rapport with the staff and is familiar with many of the case situations that come to our attention. For these reasons, the Department is recommending that the agreement be continued.

The matter that is before your Board today is the renewal of Mr. Abramson's contract for FY 2011-2012.

### **Financial Impact**

Total cost of the agreement is \$33,000 annually. Under the cost sharing ratios in place for child welfare services Federal participation in this cost is \$16,500 (50%), state general fund share is \$11,550 (35%). The remaining balance of \$4,950 (15%) represents the contribution from local Realignment dollars.

As this item is being prepared, our analysis is that the Department's allocation will be sufficient this year to cover these expenses this year. In the unlikely even that the Child Welfare Services allocation be reduced as a part of a state budget solution, attorney services would not be an area we would consider for reduction.

### **Other Agency Involvement**

County Counsel has reviewed the proposed contract and approved it as to form.

Copies:      PCDSS Management Staff (cover memo only)  
                 Bill Abramson, Attorney at Law (cover memo only)  
                 Leslie Mohawk, Program Manager (w/ enclosures)  
                 Betty Cortez, Staff Services Manager (w/ enclosures)

Enclosure

## Services Agreement

This Agreement is made this 1<sup>st</sup> day of July, 2011, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County" or "DSS"), and Bill Abramson, Attorney at Law hereinafter referred to as "Attorney" or "Attorney".

The parties agree as follows:

1. Scope of Work. Attorney shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Attorney for services provided to County pursuant to this Agreement at a flat rate of \$2,750 per month. In addition to the flat fee specified above, County agrees to compensate Attorney for any hours worked in conjunction with this agreement that exceed a total of 20 hours per month at the rate of \$125.00 per hour. In addition, County agrees to reimburse Attorney for the actual documented cost incurred in connection with services including postage, photocopies, and printing of briefs. To the extent that any out of county travel is required in connection with this agreement, County agrees to compensate Attorney in accordance the rates that are provide for by the Board of Supervisors for County Employees.
3. Term. The term of this agreement shall be from July 1, 2011 through June 30, 2012, unless terminated earlier as provided herein. Attorney may request and County may approve an extension of this agreement not to exceed an additional twelve (12) calendar months. Such an extension shall be conditioned upon a written agreement regarding compensation for the additional twelve month period that is executed by each of the parties.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Attorney or furnish any other consideration under this Agreement and Attorney 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 Attorney 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. Attorney acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Attorney agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Insurance. Attorney agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of \$300,000 and an annual limit of \$600,000.
- If requested by County in writing, Attorney shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained.
10. Licenses and Permits. Attorney 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 Attorney to practice. Attorney represents and warrants to County that Attorney 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 Attorney or his/her principals to practice.
11. Relationship of Parties. It is understood that Attorney is not acting hereunder as an employee of the County, but solely as an independent Attorney. Attorney, 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, Attorney has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Attorney and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Representation of Other Clients. During the term of the contract, ATTORNEY is not prohibited from engaging in any other legal work, or representing any other client, provided that no private case shall be accepted which would cause a conflict of interest to arise wherein ATTORNEY would be unable to represent DSS, or a minor child, or be placed in a position as to be unavailable to said parties for representation and or consultation.
13. Assignment. Attorney may not assign, subcontract, sublet, or transfer his/her interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Attorney 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. 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. Attorney 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 Attorney.
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  
County of Plumas  
270 County Hospital Road, Suite 207  
Quincy, CA 95971  
Attention: Elliott Smart, Director



# 3CJ DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

ELLIOTT SMART  
DIRECTOR

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

DATE: AUGUST 3, 2011  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: ELLIOTT SMART, DIRECTOR DEPARTMENT OF SOCIAL SERVICES  
SUBJ: BOARD AGENDA ITEM FOR AUGUST 16, 2011, CONSENT AGENDA  
RE: APPROVE CONTINUATION OF A CONTRACT WITH THE ALLIANCE  
FOR WORKFORCE DEVELOPMENT (AFWD) FOR THE COMMUNITY  
SERVICE WORK PROGRAM

### It is Recommended that the Board of Supervisors

1. Approve the renewal of an agreement with the Alliance for Workforce Development (AFWD and operating as the Plumas Work Connection) for the administration of the CalWORKs Community Service Work Program.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Authorize an extension of the agreement at the end of the present term not to exceed 12 calendar months.

### Background and Discussion

AB 1542 of 1996 implemented Welfare Reform in California in accordance with the Federal mandate established in the Temporary Assistance to Needy Families (TANF) program. AB 1542 established the statewide CalWORKs program implementing the temporary cash assistance and Welfare to Work components of Federal law.

Under AB 1542, counties are required to include a community service work component in their Welfare to Work plans. This component is intended to provide work related activity for non-exempt CalWORKs recipients who have completed 18 to 24 months of Welfare to Work program components such as job preparation and job search workshops but have not yet found unsubsidized employment sufficient to meet the minimum hours of participation required to continue to receive cash assistance.

The Department has had an agreement with the Alliance for Workforce Development (AFWD) to provide the necessary oversight involved in finding community service placements throughout the county for such individuals, monitoring those placements for conformance with program requirements, and ensuring that participants meet the minimum hours necessary to continue their eligibility for cash assistance.

In addition to the above, AFWD provides assessment and orientation services to participants, arranges for drug testing, and assists participants in transitioning into regular employment. Participants can also be referred to mental health/drug and alcohol services through a therapist who is available at the site to provide such services.

The services described above will even more important to the Department as we move into the next period of Federal Welfare Reform because fewer individuals will be exempted from the requirement to work.

The matter that is before the Board today is to extend the agreement for an additional term of one year. The agreement contains a renewal clause that allows for an additional one-year extension.

### **Financial Impact**

The total cost of the proposed agreement is \$35,000. An appropriation to fund the agreement is included in the approved county budget for the Department of Social Services. The funding to support the agreement comes from the Department's state Employment Services allocation which includes pass through of Federal Temporary Assistance to Needy Families (TANF) dollars. There is a local contribution to this program that is mandated in state law. These funds come from Social Services Realignment sources.

### **Other Agency Involvement**

County Counsel reviewed the agreement and has approved it as to form. In accordance with the County Purchasing Policy, the Purchasing Agent has previously reviewed and approved a request from the Department to waive competitive bidding for this particular project.

Copies: PCDSS Management Staff (Cover Memo Only)  
Traci Holt, Executive Director, AFWD

Enclosure

**CONTRACT BETWEEN  
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES  
AND  
ALLICANCE FOR WORKFORCE DEVELOPMENT, INC.  
FOR  
IMPLEMENTING AND ADMINISTERING THE PLUMAS COUNTY COMMUNITY SERVICE  
PROGRAM  
FY11/12**

This Agreement is entered into by and between the County of Plumas, through its Department of Social Services ("County") and The Alliance for Workforce Development, Inc. (Contractor"), for the purpose of implementing and administering the Plumas County Community Service Program.

**I. DEFINITION OF TERMS**

PCDSS	-	Plumas County Department of Social Services
AFWD	-	Alliance for Workforce Development, Inc
CalWORKs	-	California Work Opportunity and Responsibility to Kids as established under AB 1542
BCN		Business and Career Network, 270 County Hospital Road, Suite 107 Quincy
ES	-	Employment Specialist, Alliance for Workforce Development, Inc
CM	-	Case Manager – Department of Social Services
CSP	-	Plumas County Community Service Program
MPP	-	California Department of Social Services Manual of Policies & Procedures
EMPLOYMENT SERVICES UNIT	-	Social Services' Unit that administers the CalWORKs program.

**II. RESPONSIBILITIES OF CONTRACTOR**

During the term of this Agreement:

- A. Contractor shall implement and operate the CSP in accordance with MPP Section 42-700 and the CSP addendum to the Plumas County CalWORKs Plan as approved by the State of California Department of Social Services.
- B. Contractor may not subcontract any services without the prior written consent of the County and approval of the subcontract as to form by the Office of the County Counsel, Plumas County.
- C. Contractor will adhere to MPP Section 42-720.1, a copy of which is attached hereto and incorporated herein by reference, provisions regarding Non-Displacement Protection in Work Activities.
- D. The Contractor shall require all employees, volunteers, agents and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and MPP Division 19 as it relates to the protection of confidentiality of all individuals referred to the Program. Contractor shall ensure that all employees, volunteers, agents and officers comply with these provisions and shall inform

such individuals that any person knowingly and intentionally violating such provisions may be guilty of a misdemeanor.

E. Scope of Services – Contractor will be responsible for implementing the following scope of services:

1. Develop, maintain and monitor work sites that meet the requirement of public or private non-profit status as defined in MPP 42-701.2(c)(3) which is attached hereto and incorporated herein by this reference. A "Work Site Agreement" shall be completed and signed by an authorized representative of such sites.
2. Ensure that all participants attend a pre-assessment/structured interview where they will receive a program overview to include a discussion of CSP expectations, skills assessment, client job goal and supportive services available.
3. Make provisions for assignees to be drug tested and fingerprinted when required by the work site and submit timely invoices to PCDSS Employment Services for payment.
4. Assure that appropriate training is provided to participants when it is determined to be necessary to perform the duties assigned by the work site and when such training will enhance the client's employability.
5. Monitor individual placements for attendance, punctuality, grooming standards, attitude and general work performance. Communicate regularly with the PCDSS CM regarding individual participants' compliance with the expectations of the work site.
6. Develop and provide an on-going support program to participants and to those transitioning into employment. Support program may consist of problem-solving sessions, advice on grooming and attitude and other support activities as appropriate.
7. Assist participants in accessing substance abuse and/or mental health programs for those individuals who require such assistance in order to participate in the Program.
8. Meet on a regular and informal basis with PCDSS CM and participate in the CalWORKs Resource Sharing (CARES) multidisciplinary team meetings.
9. Assist participants who are injured while performing community service activities to complete worker's compensation claims, as needed. AFWD ES shall notify PCDSS CM of such claims. The Employment Services Unit shall file all such claims with the worker's compensation carrier, State Fund.

F. Contractor shall maintain appropriate financial records including books, records, receipts, documents and other evidence pertaining to all costs and expenses incurred pursuant to this contract.

1. Upon request, such original documents shall be made available to the County or its agent for inspection.
2. Financial records shall be kept for a period of at least three years after termination of this contract, or until all audits for compliance with terms, conditions and specifications of the contract are completed, whichever is later.
3. Financial records shall also be available for audit and review by state and federal agencies upon request.

G. Contractor shall develop and maintain detailed monthly records of participant activities including, but not limited to, work site assignments, training, hours of participation, non-compliance, supportive services, and work site supervisor complaints. These records shall be maintained for a period of at least three years and shall be available upon request to County, state and/or federal agencies.

H. Contractor agrees to provide a system through which recipients of services shall have the opportunity to express and have their views considered and to express grievances and complaints regarding the delivery of services or work site assignment and/or treatment.

### **III. INDEMNIFICATION**

CONTRACTOR shall defend, indemnify and hold COUNTY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees or agents.

COUNTY shall defend, indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees or agents.

### **IV. INSURANCE**

#### **A. Workers' Compensation Insurance**

Contractor shall provide, to the extent required by law, workers' compensation insurance in the performance of any of Contractor's duties under this Agreement, including but not limited to, workers' compensation.

#### **B. General Liability Insurance**

Contractor shall obtain and maintain, during the term of this Agreement, a commercial or comprehensive general liability insurance policy (Bodily Injury and

Property Damage) of not less than one million dollars (\$1,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement.

C. **Comprehensive Automobile Liability Insurance**

Contractor shall obtain and maintain during the term of this Agreement, a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on all vehicles used in conjunction with contractor's business of not less than three hundred thousand dollars (\$300,000) combined single limit per occurrence.

All insurance policies referenced in Section IV shall be evidenced by a Certificate of Coverage which shall be filed with PCDSS prior to commencement of performance of Contractor's duties. The Certificate of Coverage for Contractor's General Liability insurance policy shall show the County, its officers, employees, and agents as additional insureds. County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change.

**V. COUNTY RESPONSIBILITIES**

During the term of this Agreement, County shall:

- A. Assist the Contractor with the on-going development of this Program.
- B. Assess and refer eligible participants to Contractor. Provide a written profile and assessment for each referred participant.
- C. Pay Contractor within twenty (20) days, invoices upon Contractor's submission of a complete, correct and approved billing.
- D. Authorize prompt payment of all supportive services costs approved by AFWD ES and PCDSS Cm consistent with the terms of this Agreement.
- E. File all workers' compensation claims with State Fund, the authorized carrier for the State of California, in cases where a participant is injured while performing an assigned community service activity.

**VI. TERM OF AGREEMENT**

This Agreement shall commence on July 1, 2011, and terminate on June 30, 2012, unless amended in accordance with Section VII of this Agreement.

**VII. PROVISION FOR RENEWAL OR AMENDMENT**

If the Plumas County Community Service Program continues to be funded by the federal and state government, and at the discretion of the County, this contract may be extended for a maximum of one additional twelve-month period through state fiscal year 11/12 by written Agreement of the parties. Upon approval for renewal, the scope of services and the rate of reimbursement for any additional period shall be negotiated with

Contractor based on provisions set forth in Sections 23-621.16 of the State Department of Social Services Operations Manual Division 23. Both the County and Contractor reserve the right to accept or reject the terms of any provision that is subject to negotiation prior to executing a renewal.

### **VIII. INDEPENDENT CONTRACTOR**

Contractor shall perform under the terms and conditions of this Agreement as an independent contractor. Contractor and its officers, agents and employees are not, and shall not be deemed, Plumas County employees for any purpose. Contractor shall be solely responsible for the salaries and other applicable benefits, including workers' compensation, of all Contractor's employees performing under this Agreement. Contractor shall, at its own risk and expense, determine the method and manner by which duties imposed on Contractor by this Agreement shall be performed. County may monitor the work performed by Contractor. Contractor shall not be eligible for coverage under the County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit.

### **IX. COMPENSATION**

In accordance with the budget shown below, County shall pay to Contractor a maximum of \$35,000 for satisfactorily providing services pursuant to this contract for the period July 1, 2011 through June 30, 2012. In no event shall the maximum amount payable under this contract exceed \$37,318. The following budget is germane:

Program Coordinator	\$29,558
Administrative	\$2,290
Office Supplies & Travel throughout County	\$2,000
Office Rental Space	\$1,152
<b>Total</b>	<b>\$35,000</b>

### **X. TERMINATION OF AGREEMENT**

If Contractor fails to perform its duties to the satisfaction of the County, or if Contractor fails to timely and professionally fulfill in a timely and professional manner its obligations under this Agreement, or if Contractor violates any of the terms or provisions of this Agreement, then County shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to Contractor.

Either party may terminate this Agreement by giving thirty (30) days' prior written notice to the other party. County shall pay Contractor for all work satisfactorily completed as of the date notice of termination is given to Contractor.

County may terminate this Contract immediately upon oral notice should funding cease or be materially decreased.

Should this Contract be terminated, Contractor shall provide County all finished and unfinished reports, data, studies, charts and other documents prepared by Contractor pursuant to this contract.

At termination of this Contract, all fixed assets, computers and other equipment purchased by Contractor and funded through this Contract shall become the sole property of County, and shall be immediately returned to the County.

Executed at Quincy, California, County of Plumas on \_\_\_\_\_

**PLUMAS COUNTY DEPARTMENT  
OF SOCIAL SERVICES ("COUNTY")**

\_\_\_\_\_  
Elliott Smart, Director

\_\_\_\_\_  
Date

**ALLIANCE FOR WORKFORCE  
DEVELOPMENT, INC. ("AFWD")**

\_\_\_\_\_  
Traci Holt, Executive Director

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Stanley J. Maul  
County Counsel, Deputy



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

3D1

**Mimi Khin Hall, MPH, CHES, Director**

<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"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**Date:** August 8, 2011

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Agenda Item for August 16, 2011

**Item Description/Recommendation:** Approve a Resolution to administer Comprehensive Drug Court Implementation and Drug Court Partnership Programs; Approve the Comprehensive Drug Court Implementation Agreement; and Authorize the Director of Public Health to sign the Comprehensive Drug Court Implementation Notice of Grant Award as the Board's designee.

**Background Information:** As the Board may recall, Plumas County Superior Court has been administering Drug Court programs funded by California Department of Alcohol and Drug Programs since Fiscal Year 2009-2010. On June 21, 2011, the Board appointed the Director of Public Health as the County Alcohol and Drug Administrator, following a decision to resume county administration and oversight of Alcohol and Drug services.

The California Department of Alcohol and Drug Programs (ADP) requires a resolution to formally acknowledge the transition of Drug Court programs from the courts to the county. Beginning in FY 2011-2012, the County Alcohol and Drug Administrator will be the Board's designee for oversight of Drug Court programs and will oversee Drug Court programs funded through ADP's Notice of Grant Awards. Each Notice of Grant Award must have both the County Alcohol and Drug Program Administrator and the Presiding Judge's original signatures.

The term of the agreement is from July 1, 2012 through December 31, 2012 in the amount of \$39,153.00. A copy of the Agreement is on file with the Clerk of the Board for your review. Please contact me should you have any questions or need additional information. Thank you.



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

3DZ

**Mimi Khin Hall, MPH, CHES, Director**

<input type="checkbox"/> <b>Administration &amp; Health Education</b> Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> <b>Clinic &amp; Nursing Services</b> Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> <b>Senior Nutrition &amp; Transportation</b> Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> <b>Environmental Health</b> Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> <b>Environmental Health – Chester</b> 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**Date:** August 8, 2011

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Item for August 16, 2011

**Item Description/Recommendation:** Approve payment to Dramaworks for a July 2011 invoice in the amount of \$3,750.00 from Budget Unit 70560 for FY 2010-2011.

**History/Background:** Plumas County Public Health Agency was recently contacted by dramaworks regarding an outstanding invoice for FY 2010-2011. Public Health staff researched these matters and determined that the services were provided.

As the Board is aware, the Auditor-Controller is unable to pay invoices from a prior fiscal year without Board approval. There are sufficient funds in Budget Unit 70560 to pay this invoice.

The Board is asked today to approve a payment to Dramaworks for a July 2011 invoice in the amount of \$3,750.00 from Budget Unit 70560 for FY 2010-2011.

A copy of the invoice is attached for your review.

Please contact me should you have any questions.

Thank you.



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# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education	<input type="checkbox"/> Clinic & Nursing Services	<input type="checkbox"/> Senior Nutrition & Transportation	<input type="checkbox"/> Environmental Health	<input type="checkbox"/> Environmental Health – Chester
Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844

**Date:** August 8, 2011

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Agenda Item for August 16, 2011

**Item Description/Recommendation:** Approve a contract between the National Association of County and City Health Officials (NACCHO) and County of Plumas, pending County Counsel approval as to form, and authorize the Director of Public Health to sign as Boards designee.

**History/Background:** As the Board is aware on May 17, 2011 you approved submission of an application to NACCHO to engage in a community health improvement process. PCPHA is one of 12 local health departments, out of 127 applicants, to be chosen as a model health department demonstrations site. NACCHO and the Robert Wood Johnson Foundation will provide LHD demonstration sites with comprehensive training and technical assistance to complete a community wide health improvement process, which engages community partners, addresses the social determinants of health, and uses quality improvement and quality planning techniques, over an 18-month period (July 2011-December 2012).

PCPHA will partner in this endeavor with the Northern Sierra Collaborative Health Network (NSCHN) members Eastern Plumas Health Care, Plumas District Hospital, Seneca District Hospital, Sierra County Human Services and the Sierra Institute for Community and Environment. The Greenville Rancheria has also agreed to partner. The NSCHN is committed to working with multiple sectors of the community to identify and prioritize local needs and adopting an implementation strategy to meet community needs identified through the assessment. The project will seek support from community sectors such as education, non-governmental organizations, community development, visitors' bureau, small businesses, and large employers. The sharing of information and resources from these groups will insure a broad scope of health assessment capabilities by providing larger population samples and more diverse group participation.

The project will further plans to conduct a community health needs assessment and related implementation plans that can be replicated and updated every three years to meet the needs of local health institutions and to also review the progress made on selected priorities. This project will also

allow local hospitals to fully engage in the requirements of the Affordable Healthcare Act that require a community health needs assessment and community improvement plan in order to maintain tax exempt status.

NACCHO has requested that demonstration sites expedite return of signed Agreements in order to facilitate the first prospective payment to grantees. County Counsel is still reviewing the agreement, and the Board is asked at this time to approve the Agreement, pending approval as to form by County Counsel, and authorize the Director of Public Health to sign.

C:\Documents and Settings\Rosie Olney\My Documents\BOS\NACCHO Agreement.doc

# DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971  
(530) 283-6444 FAX (530) 283-6160  
Email: [gaylatrumbo@countyofplumas.com](mailto:gaylatrumbo@countyofplumas.com)



Date: August 8, 2011

Gayla S. Trumbo  
Human Resources  
Director

To: The Honorable Board of Supervisors

From: Gayla Trumbo, Human Resources Director

Subject: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF AUGUST 16, 2011.

RE: APPROVE AND SIGN THE FIVE YEAR COPIER LEASE WITH WELLS FARGO BANK AND  
THE ASSOCIATED MAINTENANCE/SERVICE AGREEMENT WITH SCOTT TANNER  
BUSINESS EQUIPMENT.

**It is Recommended that the Board:**

Approve the attached copier lease with Wells Fargo Bank and the associated Maintenance/Service Agreement with Scott Tanner Business Equipment.

**Background and Discussion:**

On December 5, 2005, Plumas County entered into a bundled contract for leased copier services that covered a number of County departments. The contract contained a five year term and expired in December 2010. The Department of Information Technology advertised a Request for Proposals to replace the expired copier lease. Ray Morgan and Scott Tanner Business Equipment submitted proposals. After reviewing these two proposals, it was determined that a bundled contract did not provide any cost savings to the County. Departments that were included within the 2005 bundle lease were notified that we would need to seek separate lease agreements.

It was also determined that the copier of Human Resources and the mailroom copier would be combined; so that the County could save money by removing one copy lease agreement. A new Request for Proposal was issued with the specifications needed by the combining of the two copiers. Two proposals were provided one by Ray Morgan and the other by Scott Tanner Business Equipment. After the review of both proposals, I am requesting the Board of Supervisors approve the lowest bid which was submitted by Scott Tanner Business Equipment.

A proposed copier lease with Wells Fargo Bank and maintenance agreement with Scott Tanner Business Equipment were submitted to County Counsel for review and approved as to form. You will note that the lease contract has not yet been executed by Wells Fargo Bank. I am advised that it is their policy not to sign the document until all other parties have executed. I do not anticipate a problem due to the fact that Wells Fargo and our Deputy County Counsel have reviewed the documents and any issues that were found in the original lease agreement have been resolved.

# Equipment Lease Agreement

Agreement No.: 0785096

WELLS  
FARGO

FINANCIAL

## CUSTOMER INFORMATION:

Customer's Full Legal Name:  
County Of Plumas

Address:

520 Main Street Room 115

City/State/Zip Code:

Quincy, Ca. 95971

Telephone Number:  
530-283-6444

Federal Tax ID #:

County:  
Plumas

## SUPPLIER INFORMATION:

Supplier Name:

Scott Tanner Business Equipment

Address:

101 Pine St. , P.O. Box 236

City/State/Zip Code:

Greenville, Ca. 95947

## EQUIPMENT INFORMATION: See Attached Equipment Schedule

Equipment Location (if different than address shown above):

Quantity	Equipment Make, Model & Serial Number (Required)	Quantity	Equipment Make, Model & Serial Number (Required)

## TERM AND PAYMENT INFORMATION:

Initial Term: 60 months

Lease Payment: \$655.87

Check here  if Lease Payment includes sales/use tax.

Payment Period is "Monthly" unless otherwise noted here: Quarterly

Last Payment  1st and Last Payments

Documentation / Processing Fee: \$75.00

Advance Payment: \$0.00 applied to:  1st Payment

Security Deposit: \$0.00

End of Term Purchase Option (shall be Fair Market Value unless another option is checked):  Fair Market Value  \$1.00  None  Other:

In this agreement (as amended from time to time, the "Lease"), "You" and "Your" mean the customer named above. "We," "Us" and "Our" mean the lessor, Wells Fargo Financial Leasing, Inc. "Supplier" means the equipment supplier named above. This Lease represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase agreement between You and the Supplier) are not binding on Us.

**1. LEASE OF EQUIPMENT.** You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. You promise to pay to Us all Lease Payments in accordance with the payment schedule set forth above, plus all other amounts stated herein. This Lease is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the payment amount by up to 15% due to a change in the Equipment or its cost or a tax or payment miscalculation.

**2. LEASE TERM: AUTOMATIC RENEWAL.** This Lease is effective on the date that it is accepted by Us, and the term will begin on that date or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Present Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). Unless You have a \$1.00 End of Term Purchase Option, You shall notify Us in writing at least 30 days before the end of a Present Term (the "Notice Period") that You intend to purchase or return all of the Equipment at the end of such Present Term or: (a) this Lease will automatically renew for an additional one-month period (each, a "Renewal Term"), and (b) the payment terms and other terms of this Lease will continue to apply. If You do notify Us in writing within the Notice Period that You intend to purchase or return all of the Equipment at the end of a Present Term, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Present Term, or (ii) return the Equipment pursuant to Section 12 promptly following the end of the Present Term. For any "Fair Market Value" End of Term Purchase Option, then the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. This Lease is non-cancelable for the full Initial Term and for any and all Renewal Terms.

**3. UNCONDITIONAL OBLIGATION.** You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No statement, representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Lease; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your duty to perform Your obligations hereunder is absolute and unconditional despite any equipment failure, the existence of any law restricting the use of the Equipment, or any other adverse condition; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to make all payments and fully perform under this Lease.

**4. LEASE PAYMENTS.** Lease Payments, plus applicable taxes and other charges provided for herein, are payable by the due date set forth on Our invoice to You. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge (defined in Section 10) that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You within 90 days after the end of this Lease. If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of \$20.00. If the Lease Payments include amounts owed to a Vendor pursuant to a separate contract, You acknowledge that We may increase the portion of Your Lease Payment attributable to such maintenance charges by up to 10% annually. If a Vendor has agreed to ship supplies to You pursuant to a separate contract, You acknowledge that We may (on behalf of such Vendor) bill You for any supply freight fee that such Vendor charges for shipping supplies to You.

**5. INDEMNIFICATION.** You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees') made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Lease.

**6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The parties hereto agree that the transaction documented in this Lease is a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment. You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

Approved as to form

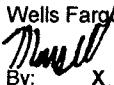
Customer: County of Plumas

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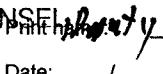
Print name:

BY SIGNING ABOVE, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS LEASE AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Wells Fargo Financial Leasing, Inc., Des Moines, Iowa

 X

Print name:

COUNTY COUNSEL  X

Date: / /

# Non-Appropriation Addendum

(for State or Local Governmental Lease or Loan)

Lessee/Renter/Customer: County of Plumas	Title of lease, rental or other agreement: Equipment Lease Agreement dated
Lessor or Lender: Wells Fargo Financial Leasing	Lease, rental or contract #: _____

This Non-Appropriation Addendum (this "Addendum") is made by and between the above-referenced lessee, renter or other customer ("Customer") and the above-referenced lessor or lender ("Creditor").

**Introduction:** Customer and Creditor are simultaneously herewith entering into the above-referenced lease, rental, loan or other credit agreement (the "Agreement"); and Customer and Creditor wish to modify and/or supplement the terms of the Agreement, as more particularly set forth herein below. This Addendum shall be effective as of the same date as the Agreement (the "Effective Date").

**1. Incorporation and Effect.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, *provided that*, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control. In entering into this Addendum, it is the intent of Customer and Creditor to conform the terms and conditions of the Agreement to the requirements of all applicable federal, state and local laws, rules and regulations relating to governmental entities and public finance. If any term or condition of this Addendum is unenforceable or unlawful, then such provision shall be deemed null and void without invalidating the remaining provisions of the Agreement.

**2. Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement. As used in this Addendum, the following terms shall have the following-described meanings:

"Goods" shall have the same meaning as the term "Equipment," "Leased Equipment," "Goods" or "Property" (or a similar term) as defined and used in the Agreement.

**3. Non-Appropriation of Funds.** Customer hereby represents, warrants and covenants to Creditor that: (a) Customer intends, subject only to the provisions of this Section 3, to remit to Creditor all sums due and to become due under the Agreement for the full multi-year term thereof; (b) Customer's governing body has appropriated sufficient funds to pay all amounts due to Creditor during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all such payments for the full multi-year term can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which all such payments to become due during the full multi-year term of the Agreement, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Customer's governing body. In the event Customer's governing body fails to appropriate sufficient funds to make all payments and pay other amounts due and to become due during Customer's next fiscal period, Customer may, subject to the terms hereof, terminate the Agreement as of the last day of the fiscal period for which appropriations were received (an "Event of Non-appropriation"). Customer agrees to deliver notice of an Event of Non-appropriation to Creditor at least 30 days prior to the end of Customer's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Goods pursuant to the return requirements stated in the Agreement on or before the effective date of termination. In the event the Agreement is terminated following an Event of Non-appropriation, Customer agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Customer shall not purchase, lease, rent or otherwise acquire any personal property performing functions similar to those performed by the Goods, for use at the site where the Goods are located, except as may be required for public health, safety or welfare purposes. Customer and Creditor understand and intend that Customer's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies.

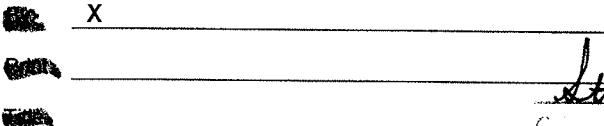
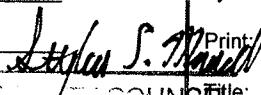
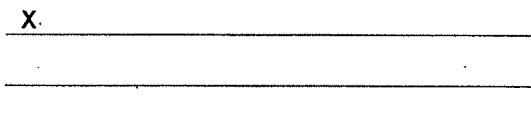
**4. Additional Representations, Warranties and Covenants of Customer.** In addition to the other representations, warranties and covenants made by Customer as set forth in the Agreement, Customer hereby represents, warrants and covenants to Creditor that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated herein and therein and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their terms, and Customer has complied with such public bidding requirements as may be applicable to the Agreement and this Addendum and the transactions contemplated herein and therein, (d) upon Creditor's request, Customer will provide Creditor with a copy of Customer's current financial statements within 150 days after the end of each fiscal period, and (e) during the term of the Agreement, unless and until the Agreement is terminated in accordance with Section 3 above, Customer shall provide to Creditor, no later than 10 days prior to the end of each fiscal period, ~~with current budgets or other proof of appropriation for the ensuing fiscal period, and such other financial information relating to Customer's ability to continue the Agreement, as Creditor may request.~~ Customer hereby acknowledges that the representations, warranties and covenants made by Customer in this Addendum and those set forth in the Agreement are being materially relied upon by Creditor in entering into the Agreement and this Addendum.

**5. Indemnification.** To the extent Customer is or may be obligated to indemnify, defend or hold Creditor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 3 above.

**6. Remedies.** To the extent Creditor's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

**7. Governing Law.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

**8. Miscellaneous.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. A facsimile or other copy of this Addendum with facsimile or copied signatures shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

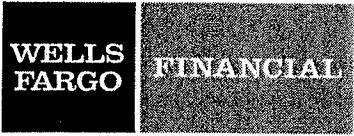
Customer: County of Plumas	Approved as to form:    	Creditor: Wells Fargo Financial Leasing  By:   Print: _____  Title: _____
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## Equipment / Property Schedule



Lessee/Renter/Customer: <b>County of Plumas</b>	Title of lease, rental or other agreement: <b>Equipment Lease Agreement dated</b>
Lessor or Lender: <b>Wells Fargo Financial Leasing, Inc.</b>	Lease, rental or contract #: <b>0785096</b>

**Customer's Initials:**



# Delivery & Acceptance Certificate

Lessee/Renter/Customer: County of Plumas	Title of lease, rental or other agreement: Equipment Lease Agreement dated
Lessor or Lender: Wells Fargo Financial Leasing, Inc.	Lease, contract or schedule #: 0785096

The above Customer hereby unconditionally represents and certifies to Wells Fargo Financial Leasing, Inc. ("Wells Fargo"), and agrees, that:

1. The following equipment, other personal property and software, if any, leased or otherwise provided to Customer or otherwise constituting collateral relating to the above lease, contract or schedule (the "Goods"), has been fully delivered and installed at Customer's place of business, has been inspected and tested by Customer and is operating in good working order to Customer's complete satisfaction, meets all of Customer's requirements and specifications, and is hereby irrevocably accepted by Customer:

Quantity	Make or other description	Model name (if any)	Serial # (if any)
1	Sharp	MX-5001N	
1	Sharp	MX-DEX9	
1	Sharp	MX-FN10	
1	Sharp	MX-PNX5B	
1	Sharp	MX-TRX2	
1	Sharp	MX-PKX1	
1	Sharp	MX-SHP1GBXPS	
1	Sharp	MX-FXX2	

Attach additional page if necessary

2. There are no side agreements between Customer and any third party relating to the subject matter of the Contract, and no cancellation rights have been granted to Customer by Wells Fargo or any third party. There is no "free demonstration" or "test" period for the Goods.

3. Customer has reviewed and understands all of the terms of the Contract, and Customer agrees that the Contract cannot be revoked or cancelled or terminated early for any reason. EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT.

Customer hereby directs Wells Fargo to pay the vendor/supplier of the Goods. Customer agrees that (i) Wells Fargo may insert the Contract or Lease number above and the Delivery Date below if either is missing following the Customer's signature below and (ii) a facsimile of this document containing a facsimile of the Customer's signature shall be considered as valid and binding as the original for all purposes.

**Instruction to Customer: Do NOT sign this Certificate until ALL of the Goods have  
been delivered, installed, inspected and tested to your satisfaction.**

X

~~Customer's Authorized Signature~~

~~Delivery Date of the Goods~~

~~Customer's Signature~~

EXCEPT FOR THE  
MAINTENANCE SERVICES  
AGREEMENT BETWEEN  
CUSTOMER AND SCOTT  
TANNER BUSINESS  
EQUIPMENT.

Approved as to form:  
  
  
Taylor S. Maxwell  
COUNTY COUNSEL, Deputy

## Services Agreement

This Agreement is made this 1<sup>st</sup> day of August, 2011, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Human Resources Dept. (hereinafter referred to as "County"), and SCOTT TANNER, an individual, doing business as Scott Tanner Business Equipment (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 Three Thousand Dollars and No/100 (\$3,000.00).
3. Term. The term of this agreement shall be from 20 through Equipment Lease <sup>for 60 months concurrent with the term of that certain</sup> <sup>Agreement with</sup> <sup>Wells Fargo</sup> <sup>Financial Leasing, Inc., relating</sup> <sup>to the Cover</sup> <sup>Equipment described</sup> <sup>herein,</sup> 20, unless terminated earlier as provided herein. This term shall be extended automatically on a quarter-to-quarter basis unless either party provides a notice of termination at least thirty (30) days prior to the end of the quarter.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party. Upon termination, County shall pay to Contractor a prorated portion of the quarterly rate listed in Exhibit B.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year <sup>in Exhibit "A"</sup> and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

10. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
12. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

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14. **Choice of Law.** The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
15. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

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

CONTRACTOR:

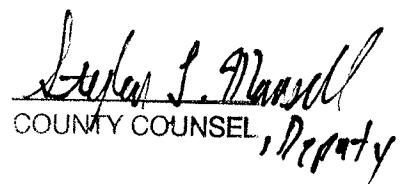
  
\_\_\_\_\_  
Scott Tanner, d/b/a  
Scott Tanner Business  
Equipment

COUNTY:

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

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

Approved as to form:

  
\_\_\_\_\_  
Linda J. Maxwell  
COUNTY COUNSEL, Deputy

## **EXHIBIT B**

### **Fee Schedule**

1. County shall pay a flat fee of \$ 175.00 every quarter for up to 25,000 black & white images per quarter and 1000 color images on the equipment covered by this Agreement.
2. County shall pay an additional \$ 0.005 for every black & white image made in excess of 25,000 per quarter, to be added to the quarterly invoice.
3. County shall pay an additional \$ 0.05 for every color image over 1,000 images made, to be added to the quarterly invoice.
4. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
5. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
6. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
7. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
8. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.



## LEGAL SERVICES AGREEMENT

This Agreement is made between Robert McIlroy, (hereafter referred to as Attorney) and Plumas County, a political subdivision of the State of California (hereafter referred to as County).

**WHEREAS**, the purpose of this Agreement is to provide court-appointed counsel to conservatees who fall within the provisions of Section 5365 of the Welfare and Institutions Code and sections 1470, 1471, 1823 (b)(6) and section 1826(g) of the Probate Code and also specifically includes appointment for dementia cases and guardianship cases in the same capacity.

**NOW, THEREFORE**, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be retroactive to July 1, 2011 and shall remain in effect through June 30, 2012, unless terminated earlier pursuant to this Agreement.
2. **LEGAL SERVICES.** Attorney will provide the following services:
  - A. Attorney shall represent conservatees as appointed by the Court through all trial court proceedings in Welfare and Institutions Code Section 5365 and Probate Code Sections 1470, 1471, 1823 (b)(6) and 1826(g) actions up to the appointment of appellate counsel, if applicable. Attorney shall also accept appointment in guardianship and dementia cases in the same capacity.
  - B. Attorney shall appear at all hearings, upon notice by the Public Guardian or County Counsel of such hearings.
  - C. When an L.P.S. or Probate conservatorship is set for a hearing or reappointment, Attorney shall meet with each conservatee living in Plumas County, at least thirty (30) days prior to the court date to explain to the client his/her options and explain the court procedure. Public Guardian or Mental Health staff will assist in providing transportation for in-town and out-of-town clients and meeting space, if requested by Attorney.
  - D. Attorney shall notify Public Guardian and/or Mental Health staff at least two (2) weeks in advance of the hearing as to the conservatee's wishes with regard to his/her court hearing so that staff can arrange transportation and be ready to accompany conservatee to court, if so requested.
  - E. Attorney shall make phone calls or have face-to-face meetings with each appointed conservatee, at approximately six month intervals to answer any questions, concerns or complaints the conservatee has with the present placement. (It is important that Attorney and conservatees have regular contact so they become familiar with one another and conservatees are aware

**COUNTY OF PLUMAS**, a political subdivision of the State of California

Chair, Board of Supervisors

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

**ATTORNEY**

*Robert D. McIlroy*  
Robert D. McIlroy, Attorney At Law  
P.O. Box 3136  
Quincy, CA 95971

Date: 8-05-11

**APPROVED AS TO FORM**

*R. Craig Settemire*  
R. Craig Settemire, County Counsel

Date: 8/9/2011