



BOARD OF SUPERVISORS

Terrell Swofford, Chair 1st District

Kevin Goss, 2nd District

Sharon Thrall, 3rd District

Lori Simpson, 4th District

Jon Kennedy, Vice Chair 5th District

**AGENDA FOR REGULAR MEETING OF JUNE 18, 2013 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

Convene as the Flood Control & Water Conservation District Governing Board

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

1. **FLOOD CONTROL & WATER CONSERVATION DISTRICT** – Robert Perreault

- A. Report on the status of the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff
- B. Approve budget transfer of \$4,434 from Lake Davis Construction Project (26100-545310) to Water Charges (26100-527807) to cover monthly water fee payment

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

2. **PLUMAS NATIONAL FOREST** – Earl Ford

Report and update on the Plumas National Forest Ecosystem Restoration Program at Work

3. **QUINCY CHAMBER OF COMMERCE**

Consider request of Quincy Chamber to waive required fees of \$1,357 for construction of a new welcome sign at the east end of Quincy (\$1,157 Special Use Permit; \$101 Sign Permit; and \$99 Building Permit). Discussion and possible action

4. **DEPARTMENTAL MATTERS**

A. FACILITY SERVICES /AIRPORTS – Donald Sawchuk

- 1) Approve and authorize the Airports Director to sign Service Agreement with QT Technologies for "Extended Warranty and Service Policy Program" of the County Airports Fuel Terminals
- 2) Consider request of Harry Clarke to install a bench at Gansner Park in memory of his wife Joyce Clarke. Discussion and possible action
- 3) Pursuant to Government Code §25363, authorize the Department of Facility Services to lease the Greenville Town Hall to the Indian Valley Chamber of Commerce for an amount not to exceed \$75 per month. Discussion and possible action

B. SOCIAL SERVICES – Elliott Smart

- 1) Authorize the Department of Social Services to fill two vacant (2.0 FTE) Social Services Aide positions assigned to the Child Protective Services unit. Fiscal Impact: There is no impact to the County General Fund
- 2) Authorize a time limited increase in the Department of Social Services personnel allocation of Social Workers I/II/III by 1.0 FTE effective immediately and ending October 01, 2013 unless extended by action of the Board; and authorize the Department of Social Services to fill the position
- 3) Authorize the Department of Social Services to extend an extra duty stipend for Betsy Clover beyond the ninety day policy limit that is prescribed in Section 6.15 of the Plumas County Personnel Rules

C. OFFICE OF EMERGENCY SERVICES – Jerry Sipe

- 1) Review 2013 Plumas County Hazard Mitigation Plan and authorize the Director of Emergency Services to submit the Plan for state and federal approval. Discussion and possible action
- 2) Receive status report on Claim for Damages due to Chips Fire. Discussion and possible direction to staff

D. SHERIFF

- 1) Approve and authorize the Chair to sign contract between Plumas County Sheriff's Office and Deborah Freeze, an independent contractor, to provide 24 hour nursing services to the Plumas County Correctional Facility (\$15,666.67 per month). Approved as to form by County Counsel
- 2) Approve budget transfer for the Jail of \$9,100 from Regular Wages (51000) to Kitchen Equipment (524550) \$4,000 for purchase of a refrigerator and \$5,100 for purchase of a freezer for the Correctional Facility

E. ENGINEERING – Robert Perreault

Approve budget transfer of \$600 (Department 20210) to cover Clothing Allowance (20210-51121) for FY 2012-2013

5. **BOARD OF SUPERVISORS**

- A. Approve License Agreement with PG&E for construction and maintenance of a future hiking trail in the Bucks Lake area near and adjacent to Bucks Lake Road; assign administrative responsibility of the project to the Director of Facility Services; and authorize the Director of Facility Services to sign the Agreement
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

6. 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 execute letter to the Department of Transportation for encroachment permit (Plumas Arts – Courthouse Lawn Art Show, June 29-30, 2013)

B. OFFICE OF EMERGENCY SERVICES

Cancel the Local Emergency Proclamation due to Canyon Dam Earthquake on May 23, 2013

C. PUBLIC HEALTH AGENCY

Approve and authorize the Chair to sign Agreement between Plumas County Public Health Agency and Correctional Counseling, Inc. to provide training on Moral Reconation Therapy. Approved as to form by County Counsel

D. PUBLIC WORKS

Adopt **RESOLUTION Establishing Mileage of Maintained County Roads for 2012**

E. FACILITY SERVICES

Approve and authorize the Chair to execute Contract Amendment No. 4 between Plumas County and James Lausen dba Awesome Lausen Janitorial. Approved as to form by County Counsel

NOON RECESS

7. 1:30 P.M. PUBLIC WORKS – Robert Perreault

Plumas County Coordinating Council

- A. Ratify letter dated June 07, 2013 to the US Fish & Wildlife Service regarding the proposed listing of the Sierra Nevada yellow-legged frog, the northern DPS of the mountain yellow-legged frog and the Yosemite toad
- B. Letter of Comments to the US Fish & Wildlife Service Proposed Rules to List and Designate Critical Habitat for two frogs and one toad. Discussion and possible action

8. BOARD OF SUPERVISORS

- A. Report and update by Budget Consultant on the FY 2012-2013 Budget
- B. Discussion and possible action regarding the FY 2013-2014 budget preparation/process

9. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Museum Director
- B. Personnel: Public employee performance evaluation – Director of Human Resources
- C. Personnel: Public employee appointment or employment – Acting Chief Probation Officer
- D. Conference with Legal Counsel: Initiation of litigation pursuant to Subdivision (c) of Government Code §54956.9 - Plumas National Forest Travel Management Plan
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, July 09, 2013, Board of Supervisors Room 308, Courthouse, Quincy, California.

2013 “The Year of the Child”

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



COPY

CONSENT AGENDA REQUEST

for the June 18, 2013 meeting of the Board of Supervisors

June 5, 2013

To: The Honorable Board of Supervisors
From: Robert Perreault, Public Works Director
Subject: **Flood Control Budget Transfer**

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

Background:

The annual water system fees for the Lake Davis Water Treatment Plant were not anticipated to be \$13,137 at the time the 12/13 budget was planned.

The department is expecting revenue from the City of Portola which will help offset this expense. In the meantime a budget transfer will be necessary in order for the monthly water fee payment to be issued to the State in a timely manner, avoiding late fees.

Recommendation:

The Department of Public Works respectfully recommends that the Plumas County Board of Supervisors approve the attached Budget Transfer.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: PW Flood Control Dept. No: 26100 Date 6/7/2013

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

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

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

Supplemental budget requests require Auditor/Controller's signature

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

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

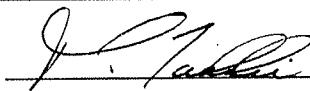
A) Please see attached agenda request.

B) _____

C) _____

D) _____

Approved by Department Signing Authority:

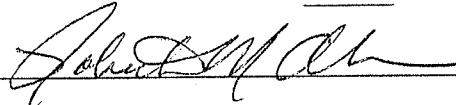


6/7/13

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:



Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

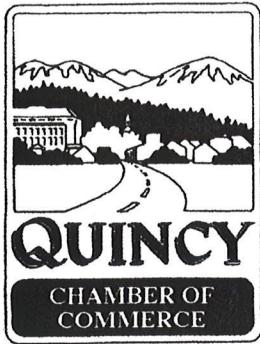
Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

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

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

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

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



3 *Heart of the Feather River Country*

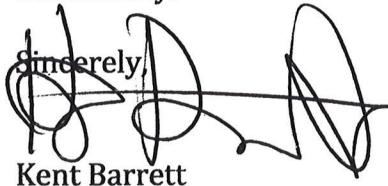
464 WEST MAIN STREET•QUINCY, CALIFORNIA 95971 (530)283-0188
FAX (530)283-5864•EMAIL: quincychamber@yahoo.com www.quincychamber.com

May 28, 2013

County Supervisor Terry Swofford
520 Main Street, 3rd Floor
Quincy, CA 95971

Re: Community Identification Sign

As you may be aware, Quincy has been in need of a new welcome sign for tourists and visitors to see on the east end of town. The Quincy Chamber of Commerce has been working steadily toward the supplying of materials and designs to move forward with the sign project. The final design we have approved mimics the existing Welcome to Quincy sign as you're heading east on Highway 70 by the airport, only on a slightly smaller scale. We are now ready to submit the permits to the Building, Safety and Planning Department for final approval. As you know, there are costs involved when obtaining permits. At this time we're told it will cost \$1,357.00 total: \$1,157.00 for the Special Use Permit, \$101.00 for the Sign Permit and \$99.00 for the Building Permit. We are asking you to please waive these fees on the grounds that this sign will be for the benefit of the entire community.

Sincerely,

Kent Barrett
President



DEPARTMENT OF FACILITY SERVICES

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



Donald Sawchuk
Director

Date: June 3, 2013

To: Honorable Board of Supervisors

From: Donald Sawchuk, Director

Subject: Approve Service Agreement with QT Technologies for "Extended Warranty and Service Policy Program" of the County Airports Fuel Terminals. Authorize the Airports Director to Execute.

Recommendation

Approve Service Agreement with QT Technologies for "Extended Warranty and Service Policy Program" of the County Airports Fuel Terminals. Authorize the Airports Director to Execute.

Background

Plumas County Airports has used QT Technologies for the past 8 years to provide Warranty Service and Technical Support of the self service fuel terminals at Chester, Quincy and Beckwourth Airports. The service agreement is vital to the Airports ability to provide ongoing fuel sales. Please see attached agreement.

Last year, County Counsel was unable to "approve as to form" this same service agreement due to it being governed by Colorado State Law. County Counsel was unable render an opinion as to the enforceability of the contract under Colorado State Law. QT Technologies has previously rejected our request to amend the agreement to include California State Law. This agreement is used for all States and Canada and QT Technologies will not augment it for any client.

No other suitable airport fuel service provider has been found that can also provide a contract "approved as to form" by County Counsel. It is recommended that the Board authorize the continuance of this service agreement for one more year.

QT TECHNOLOGIES

4909 Nautilus Court North, Suite 109, Boulder, CO 80301
Phone: (303) 444-3590 Fax (303) 444-8736
e-mail: mduncan@qttechnologies.com

Extended Warranty and Service Policy Program

Site Name:	Plumas County #1 Quincy (M3000)	PO Number:
Address:	198 Andy's Way	
City:	Quincy	State/Province: CA
Site ID:	1692	Postal Code: 95971
<input checked="" type="checkbox"/> Aviation <input type="checkbox"/> Marina <input type="checkbox"/> Other		
Model:	M3000Pro	Serial Number: 3000698
Date Installed: 5/23/2007		

Policy Type:

Part ID	Part Description	Qty	List
GOLD	Gold Service Agreement	1	\$995.00

Coverage Included:

<input type="checkbox"/> Business Hours Telephone Support	<input checked="" type="checkbox"/> Free Software Updates
<input checked="" type="checkbox"/> 24/7 Telephone Support	<input type="checkbox"/> On-Site Technician for Repairs
<input type="checkbox"/> 25% Discount on Parts	<input checked="" type="checkbox"/> Prepaid Ground Freight
<input checked="" type="checkbox"/> 40% Discount on Parts	<input type="checkbox"/> Lightning Protection
<input type="checkbox"/> 100% Discount on Parts	

We Accept VISA and MasterCard payments or you may overnight a check or money order.

All service plans from QT Technologies are written contracts between QT Technologies and its customers. This letter is meant to provide a general description of the various plans to be offered. Please refer to the full text of the support contract you select for all inclusions and any exclusions or limitations.

QT TECHNOLOGIES

4909 Nautilus Court North, Suite 109, Boulder, CO 80301
Phone: (303) 444-3590 Fax (303) 444-8736
e-mail: mduncan@qttechnologies.com

Extended Warranty and Service Policy Program

Site Name:	Plumas County #2 Beckwourth Airport (M3000)	PO Number:
Address:	82405 State Route 70	
City:	Beckwourth	State/Province: CA
Site ID:	1690	Postal Code: 96129
<input checked="" type="checkbox"/> Aviation <input type="checkbox"/> Marina <input type="checkbox"/> Other		
Model:	M3000Pro	Serial Number: 3000696
Date Installed:		

Policy Type:

Part ID	Part Description	Qty	List
GOLD	Gold Service Agreement	1	\$895.50

Coverage Included:

<input type="checkbox"/> Business Hours Telephone Support	<input checked="" type="checkbox"/> Free Software Updates
<input checked="" type="checkbox"/> 24/7 Telephone Support	<input type="checkbox"/> On-Site Technician for Repairs
<input type="checkbox"/> 25% Discount on Parts	<input checked="" type="checkbox"/> Prepaid Ground Freight
<input checked="" type="checkbox"/> 40% Discount on Parts	<input type="checkbox"/> Lightning Protection
<input type="checkbox"/> 100% Discount on Parts	

We Accept VISA and MasterCard payments or you may overnight a check or money order.

All service plans from QT Technologies are written contracts between QT Technologies and its customers. This letter is meant to provide a general description of the various plans to be offered. Please refer to the full text of the support contract you select for all inclusions and any exclusions or limitations.

QT TECHNOLOGIES

4909 Nautilus Court North, Suite 109, Boulder, CO 80301
Phone: (303) 444-3590 Fax (303) 444-8736
e-mail: mduncan@qttechnologies.com

Extended Warranty and Service Policy Program

Site Name: Plumas County #3 Chester Rogers (M3000) PO Number:
Address: 241 Masson Road
City: Chester State/Province: CA Postal Code: 96020
Site ID: 1691
 Aviation Marina Other
Model: M3000Pro Serial Number: 3000697
Date Installed: 5/23/2007

Policy Type:

Part ID	Part Description	Qty	List
GOLD	Gold Service Agreement	1	\$796.00

Coverage Included:

<input type="checkbox"/> Business Hours Telephone Support	<input checked="" type="checkbox"/> Free Software Updates
<input checked="" type="checkbox"/> 24/7 Telephone Support	<input type="checkbox"/> On-Site Technician for Repairs
<input type="checkbox"/> 25% Discount on Parts	<input checked="" type="checkbox"/> Prepaid Ground Freight
<input checked="" type="checkbox"/> 40% Discount on Parts	<input type="checkbox"/> Lightning Protection
<input type="checkbox"/> 100% Discount on Parts	

We Accept VISA and MasterCard payments or you may overnight a check or money order.

All service plans from QT Technologies are written contracts between QT Technologies and its customers. This letter is meant to provide a general description of the various plans to be offered. Please refer to the full text of the support contract you select for all inclusions and any exclusions or limitations.

Business Hours Support - QT Technologies will provide telephone technical support on Monday through Friday from 7:30 AM to 6:00 PM MST, holidays excluded.

24/7 Support - QT Technologies provides support after-hours and on holidays to customers with GOLD and PLATINUM Service Plans. QT Technologies staff will respond to all calls within an hour of the initial call for service. After hours support is intended for emergency situations where you are unable to pump fuel.

Software Upgrades - QT Technologies will provide GOLD and PLATINUM customers with software updates and revisions at no charge as they become available (a \$495.00 value). SILVER customers will be charged with the full retail price for software upgrades and revisions.

Parts Replacement - QT Technologies parts replacement policy is as follows: SILVER - Customers receive a 25% discount on all parts required to return unit to service. Customer is responsible for installation of parts and pays for both outbound and inbound shipping charges. GOLD - Customers receive a 40% discount on all parts required to return unit to service. QT Technologies will pay outbound shipping charges via UPS Ground Service. Customer may be responsible for overnight shipping charges should this method be requested. Customer is responsible for installation of parts and the inbound shipping charges. PLATINUM - Customer will receive on a "parts exchange" basis at no charge. Customer is responsible for installing the new parts and must return the "old" parts within 10 days or is charged the full retail price. Parts replacement will be sent via UPS Ground Service at no charge. Customer may be responsible for overnight shipping charges should this method be requested.

On site Technical Assistance / On Site Repairs - The customer shall be responsible for installing all replacement components and shall return all failed components to QT. Should QT be unable to diagnose and/or repair the terminal within a reasonable time frame, QT will, at its sole discretion, dispatch a technician of its choosing to the Site for those customers covered under the PLATINUM plan. Customer shall not be responsible for labor charges. Customer shall bear the cost of travel expenses. The customer is responsible for any electrical repairs outside the unit caused by electrical failure, lightning, or other power surges. (Note: this service is not available in all areas. Check with your QT Technologies sales representative for details.)

Lightning Protection - QT Technologies offers PLATINUM PLUS customers a complete hardware replacement if the unit's failure is deemed to be the result of lightning or extreme power surges provided the customer's terminals equipped with a Sandwich Block (SB41) lightning suppressor and Data Line Protector (DLP-200).

Terms of Agreement

As an authorized agent of the above named company, and on behalf of the company, I agree to all the terms and conditions listed on this agreement and further agree to pay the amount specified either in whole or as specified herein. This agreement is 12 months in length and begins on the date QT receives payment and remains in effect for twelve continuous months. This contract is non-cancellable and non-refundable. QT Technologies agrees to honor this agreement as written only to the extent as specified in the Terms of Service as listed above. QT Technologies is not responsible for any damage to the covered unit or attached equipment resulting from the improper installations of parts by unauthorized technicians. Failure to pay the contract in its entirety will result in collections and legal actions by QT Technologies.

Agreed upon this day 5/3/2013 . Between QT Technologies and Plumas County #1 Quincy (M3000)

QT Technologies Representative  Date 5/3/13
Company Representative _____ Date _____



DEPARTMENT OF FACILITY SERVICES

198 ANDY'S WAY., QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

4A2



Donald Sawchuk
Director

Date: June 10, 2013

To: Honorable Board of Supervisors

From: Donald Sawchuk, Director

Subject: Approve Harry Clarke's request to install a monument bench in Gansner Park honoring the memory of his wife, Joyce Clarke

Recommendation

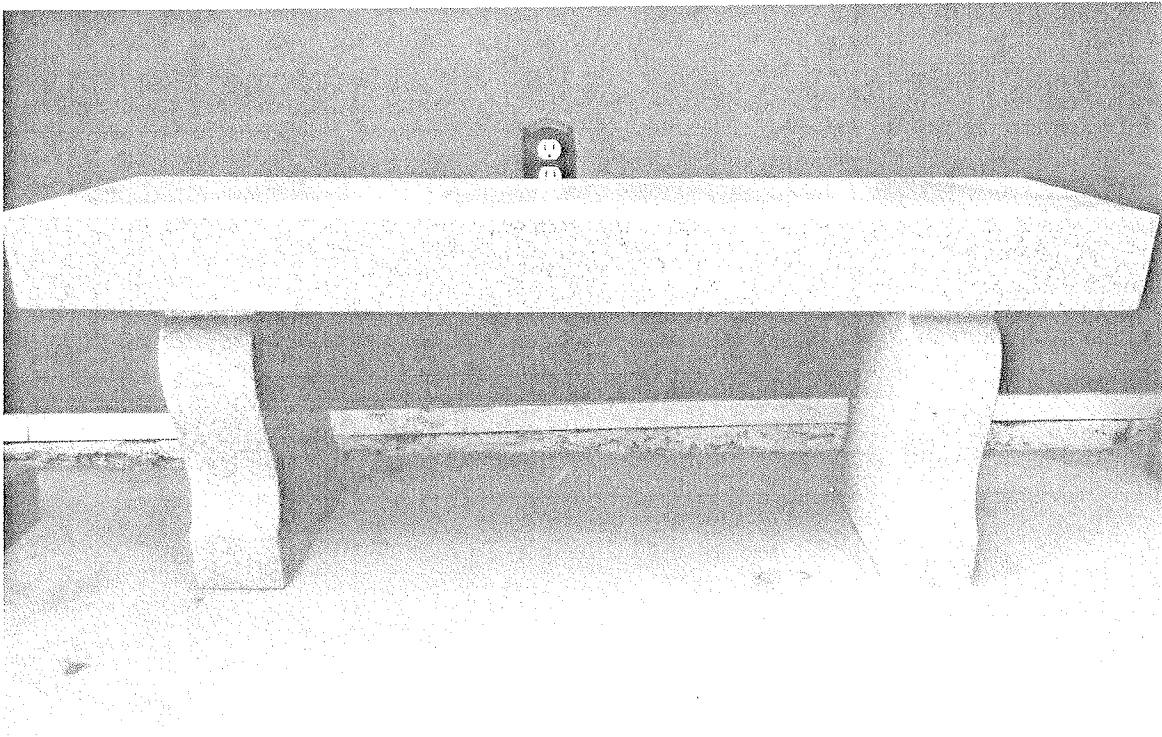
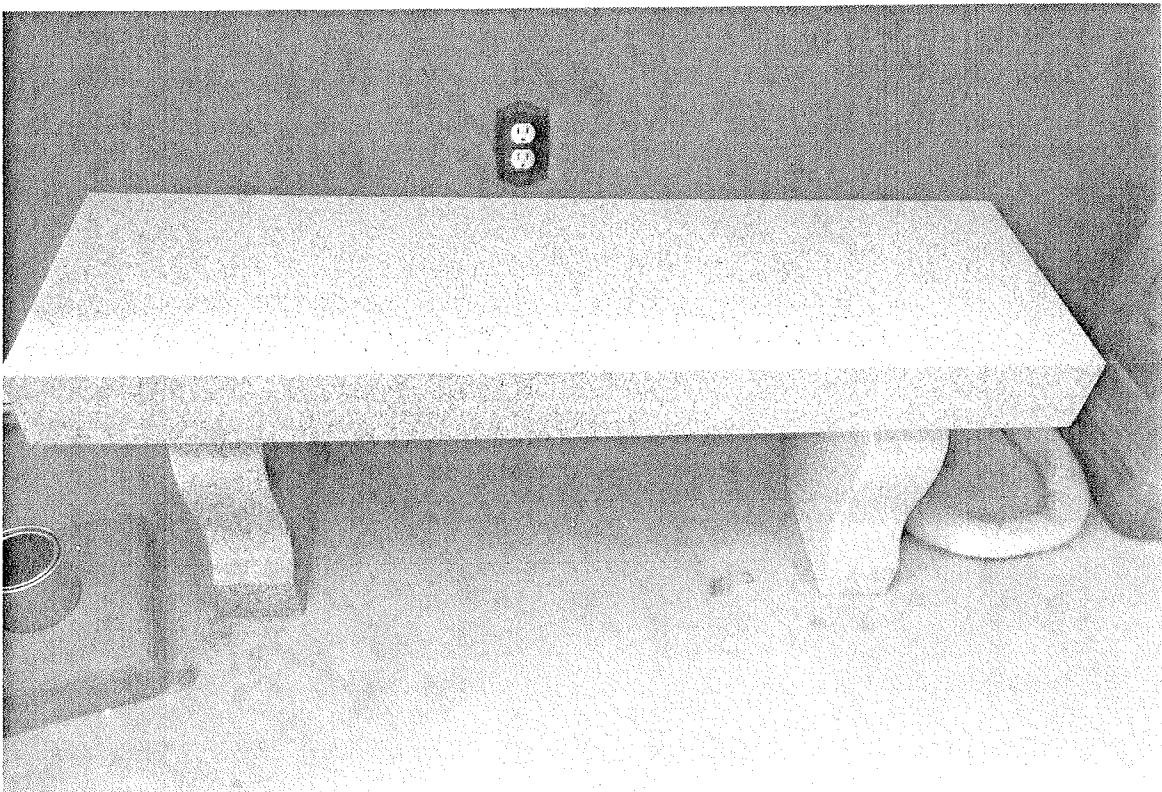
Approve Harry Clarke's request to install a monument bench in Gansner Park honoring the memory of his wife, Joyce Clarke.

Background

Mr. Clarke, a long time resident of Quincy and active daily user of Gansner Park, has asked Facility Services for permission to install a monument bench. The bench will be located just off the walking path behind the softball field and under the cedar trees. The cost of the bench and reinforced concrete pad that it will be mounted on will be paid for in its entirety by Mr. Clarke.

We have inspected the location and found it suitable for his request. The bench design is favorable, attractive and maintenance free. Mr. Clarke would like to contract Chilcoot Monument in Portola for the production and installation of the bench. Facility Services will monitor the installation and position of its placement.

Facility Services sees no negative impact of this request and acknowledges it as an attractive and positive upgrade for the Park. We approve of Mr. Clarke's request and are forwarding this request to the Board on his behalf.

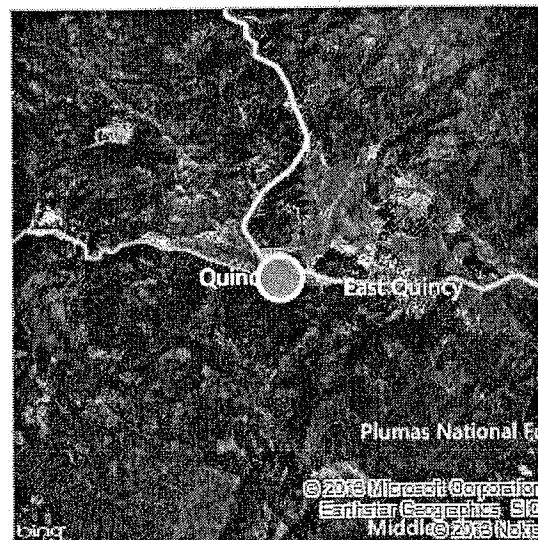


bing Maps

Quincy, CA

My Notes

On the go? Use m.bing.com to find maps, directions, businesses, and more

**PROPOSED LOCATION**

Bird's eye view maps can't be printed, so another map view has been substituted.



DEPARTMENT OF FACILITY SERVICES

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



Donald Sawchuk
Director

Date: June 6, 2013

To: Honorable Board of Supervisors

From: Donald Sawchuk, Director

Subject: Pursuant to Government Code §25363, authorize the Department of Facility Services to lease the Greenville Town Hall to the Indian Valley Chamber of Commerce for an amount not to exceed \$75 per month. Discussion and possible action

Recommendation

Pursuant to Government Code §25363, authorize the Department of Facility Services to lease the Greenville Town Hall to the Indian Valley Chamber of Commerce for an amount not to exceed \$75 per month. Discussion and possible action

Background

The total revenue for fiscal year 12/13 for the Greenville Town Hall was \$905.00 or \$75 per month. The total expense for the same fiscal year for this building was \$12,131.58 or \$1011.00 per month. Expenses do not include Facility Services additional costs for maintenance, materials or labor.

Indian Valley Chamber of Commerce is a local Greenville organization that has expressed a great deal of interest in leasing Greenville Town Hall. They have agreed to take over utilities and maintenance and provide rental bookings for the hall upon the successful negotiation of a lease with the County. If successful as the lessee, the Chamber will continue to operate the facility as a community resource in a non discriminating manner.

This authorization by the Board of Supervisors is the first step that allows us to negotiate the lease with Indian Valley Chamber of Commerce. No lease will be executed without first being "Approved as to Form" by County Counsel and then approved or rejected by the Board of Supervisors. The County will maintain the right of use of Greenville Town Hall as an Emergency Shelter, which will take precedence over any other use or events scheduled.



4B1

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: JUNE 5, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR 
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 18, 2013

RE: REQUEST TO FILL TWO VACANT SOCIAL SERVICES AIDE
POSITIONS AS SOON AS ADMINISTRATIVELY POSSIBLE

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill two vacant Social Services Aide positions as soon as administratively possible.

Background and Discussion

The Department has experienced a vacancy in the position of Social Services Aide. We expect that as a result of internal promotions, a second position will become vacant. These positions are critical to public safety and the safety of children as they are assigned to the Child Protective Services unit.

Financial Impact

There is no financial impact to the County General Fund. Funds to support these positions come from the 2011 Public Safety Realignment of Child Protective Services.

Copies: DSS Management Staff
Gayla Trumbo, Human Resources Director

Enclosures

Position Classification: Social Services Aide

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description:

Funding Sources: The funding to support these positions comes from federal pass through dollars, state general fund and county realignment dollars. There is no cost to the County's General Fund associated with these positions.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

1101
Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART
DIRECTOR

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

DATE: JUNE 5, 2013
TO: HONORABLE BOARD OF SUPERVISORS
FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES 
SUBJ: BOARD AGENDA ITEM FOR JUNE 18, 2013
RE: AUTHORIZE A TIME LIMITED (LIMITED TERM) INCREASE IN THE
PERSONNEL ALLOCATION IN THE DEPARTMENT OF SOCIAL
SERVICES FOR SOCIAL WORKER I/II/III

It is Recommended that the Board of Supervisors

1. Authorize a time limited (limited term) increase in the Department of Social Services personnel allocation of Social Workers I/II/III by 1.00 FTE effective immediately and ending October 1, 2013 unless extended by action of the Board of Supervisors.
2. Authorize the Department of Social Services to fill the position as soon as administratively possible.

Background and Discussion

The approved budget for the Department of Social Services for FY 2012-2013 includes an allocation of 7.00 FTE Social Workers I/II/III in the Child Protective Services Unit. Social Workers in this unit perform Emergency Response, Family Maintenance and Family Reunification services.

On January 22, 2013 an incumbent Social Worker began a leave from her position due to a medical condition. While it is not known at this writing how long this absence will be in place, due to the nature of her diagnosis it is the Department's expectation that the employee will not return to work over the next few months.

Local Agency Personnel Standards (LAPS), the personnel rules governing Department of Social Services found at Section 17486 provide that a position can be filled on a limited term basis provided the term is for one day less than the probationary period. This rule gives the Department latitude to make an appointment provided the Board

allocates a position in the classification that can be filled on that basis. With that in mind, the present request is to authorize the position through October 30, 2013.

There are sufficient funds in the Department's budget due to salary savings from vacant positions to cover the cost of the new allocation.

Financial Impact

There is no financial impact to the County's General Fund as a result of taking this action nor will there be a financial impact in the future because all funds to support this position come from federal, state and Realignment sources.

Other Agency Involvement

The Department met previously with the Human Resources Department to look at various options to assist with resolving this matter. At the present time, the recommendation before the Board today represents the best choice for the Department.

Copies: PCDSS Management Staff
 Ms. Gayla Trumbo, Human Resources Director



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

#B3

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

ELLIOTT SMART
DIRECTOR

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

DATE: JUNE 6, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

A handwritten signature of Elliott Smart, Director, over the "FROM" line.

SUBJ: BOARD AGENDA ITEM FOR JUNE 18, 2013

RE: REQUEST TO EXTEND AN EXTRA DUTY STIPEND UNDER
PERSONNEL RULE 6.15.

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to extend an extra duty stipend for Betsy Clover beyond the ninety day limit that is proscribed in Section 6.15 of the Plumas County Personnel Rules.

Background and Discussion

In accordance with Plumas County Personnel Rule 6.15, DSS employee Betsy Clover was assigned extra duties due to the unexpected passing of Betty Cortez-Young (see enclosed memorandum dated April 10, 2013). The duties were assigned retroactive to February 18, 2013. Section 6.15 limits the assignment to a period of 90 days. Under that proviso, the extra duty stipend expired May 19, 2013.

The Department has made an employment offer to fill the vacant position left by Ms. Cortez-Young's passing. We expect to have the position filled effective June 12, 2013. With that in place, the Department requests authority to extend the extra duty stipend for Ms. Clover through June 11, 2013.

Copies: DSS Management Staff
Ms. Gayla Trumbo, Human Resources Director

Enclosure



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: APRIL 10, 2013
TO: BETSY CLOVER, OFFICE SUPERVISOR
FROM: ELLIOTT SMART, DIRECTOR
SUBJ: ASSIGNMENT OF EXTRA DUTIES PURSUANT TO PLUMAS COUNTY PERSONNEL RULE 6.15

On February 14, 2013, the Manager for your division, Betty Cortez, informed the Department that she was ill and would be out of the office "for a few days". The following week she notified the Department that her condition had grown worse and that she would likely be out that week. It was during that week that I met with you and we began to sort out duties normally performed by Betty that would need to be handled by you. At that time I began to ask you to perform some of those duties, however, neither of us at that time anticipated that your performance of these tasks would last longer than that initial week.

Subsequent to that Betty called in several additional times noting that her condition had not improved and that she would remain off work. I continued to work with you to sort out priority duties that needed to get done. Eventually that list expanded out to the following tasks:

- Payroll
- Processing Claims
- Cal Card
- Journals
- Plumas Bank Recon
- Miscellaneous Items

As you and I now know, the period of time that Betty was absent from the workplace expanded to a total of more than six weeks. Even after Betty's attempted return to the workplace, her attendance was intermittent and generally for a period that wasn't more than four hours per day. Consequently, you continued to perform many of those duties after her return.

Because this situation was not anticipated to continue, no formal assignment of duties was ever made by me and no extra duty stipend was initiated. This memo rectifies that circumstance by retroactively assigning you the above-listed duties effective February

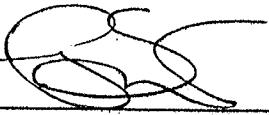
4/12/13 *[Signature]*

18, 2013. In addition to the above listed assignment I have also spoken with you more recently about assuming responsibility for the oversight of state reports generated by the Office Assistant III, working on the Quarterly County Expense Claim (CEC) and supervising the work of the Division.

This assignment will remain in effect until it is altered or ended in writing. Due to the fact that this assignment of duties covers a retroactive period and time cards have already been submitted you will need to submit new time cards for the affected pay periods that include hours allocated to extra duties on a separate line labeled "EDS". As we discussed, the hours of extra duty assigned for that period have not exceeded fifty percent of your regular work week. As provided for in Section 6.15 of the County Personnel Rules, compensation for the hours of extra duties shall be 20% of your regular compensation.

Please feel free to contact Human Resources or the Auditor's Office if you have questions.

PLUMAS COUNTY DEPT. OF SOCIAL SERVICES



ELLIOTT SMART, DIRECTOR

Copies: Janell Sommer, Administrative Assistant
 Gayla Trumbo, Human Resources Director
 Roberta Allen, Auditor-Controller



Plumas County Office of Emergency Services

4c1

270 County Hospital Road #127
Quincy, California 95971

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

Date: June 7, 2013

To: Honorable Board of Supervisors

From: Jerry Sipe

RE: Agenda Item for June 18, 2013

Recommendation: Review the 2013 Plumas County Hazard Mitigation Plan and authorize the Director of Emergency Services to submit the Plan for state and federal approval.

Background and Discussion: The Plumas County Hazard Mitigation Plan (HMP) is the official statement of the County's commitment to preventing and minimizing the effects of natural disasters. This plan identifies natural hazards most likely to affect the County and establishes goals and priorities to lessen their impacts.

Over the past year, a multi-agency planning team has worked with the Office of Emergency Services and the consultant, Baker Incorporated, to evaluate the hazards and update the plan. Not surprisingly, wildland fire was ranked as the primary hazard (based on probability of occurrence, and potential impact to population and critical facilities/infrastructure), followed by severe weather (both summer and winter), flooding, and geologic hazards like landslides and earthquakes. The team then established a set of mitigation projects to help lessen the impact of those occurrences. Some projects include supporting current activities like hazard fuels reduction projects to reduce wildfire risk. Others include drainage studies to prevent flooding in high runoff events. These mitigation projects are the living part of the plan, serving as a blueprint for current and future actions, and should be revisited annually during the life of the plan. These projects do not commit county resources but rather establish priorities and set the stage for funding through various state and federal hazard mitigation sources.

As required by the federal Disaster Mitigation Act of 2000, local jurisdictions must update their plans every 5 years. The current Plumas County HMP was adopted in January 2006. On June 5, the Plumas County Disaster Council reviewed the HMP and recommended forwarding to the Board of Supervisors for their review and action.

At this time, the Board is requested to authorize the Director of Emergency Services to submit Plumas County's 2013 Hazard Mitigation Plan to the California Emergency Management Agency and the Federal Emergency Management Agency for their review and approval. The HMP is available for download at <http://countyofplumas.com/index.aspx?NID=2218> and a hard copy is on file with the Clerk of the Board for your review.

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



Plumas County Office of Emergency Services

270 County Hospital Road #127
Quincy, California 95971

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

4c2

Date: June 10, 2013

To: Honorable Board of Supervisors

From: Jerry Sipe

RE: Agenda Item for June 18, 2013

Recommendation: Receive Status Report on Claim for Damages Due to the Chips Fire and Possible Direction to Staff.

Background and Discussion: As the Board will recall, on December 19, 2012, then-Chairman of the Board of Supervisors Robert Meacher signed a claim of cumulative costs to Plumas County to respond to and recover from the Chips Fire. The claim was submitted after county staff unsuccessfully explored various other cost recovery options and after Plumas National Forest management personnel indicated this was the process to recover such costs. The claim was separated into three general categories including physical damages to county property, damages to county roads, and personnel time to protect public health and safety. Plumas County's claim for cumulative expenses and damages known and documented at that time totaled \$246,751.76.

Recently staff received acknowledgement that the Claims Branch of the Forest Service received the claim in the attached letter dated January 10, 2013. This letter suggests this claims process may not be appropriate for these costs. Furthermore, the letter explains the adjudication process is delayed for two years until all possible claims have been received and the filing period has ended. For claims arising out of the Chips Fire, this will be no earlier than August 2014.

At the regularly scheduled June 7 Plumas County Coordinating Council meeting, the Council received this report and update and recommending referring this matter to the Plumas County Board of Supervisors for further discussion or action. Accordingly, the Board is asked to receive this report and provide further direction to staff as appropriate.

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

Thank you.

Attachment



United States
Department of
Agriculture

Forest
Service

Albuquerque Service Center
Claims Branch

101 B Sun Avenue NE
Albuquerque, NM 87109
1-877-372-7248

File Code: 6570
Date: January 10, 2013

Plumas County Office of Emergency Services
Attn: Gerald Sipe
270 County Hospital Road #127
Quincy, CA 95971

RECEIVED

MAY 29 2013

PLUMAS COUNTY OES

Re: Property Damage Claim
DOI: 7/29/2012 (Chips Fire)

Dear Mr. Sipe:

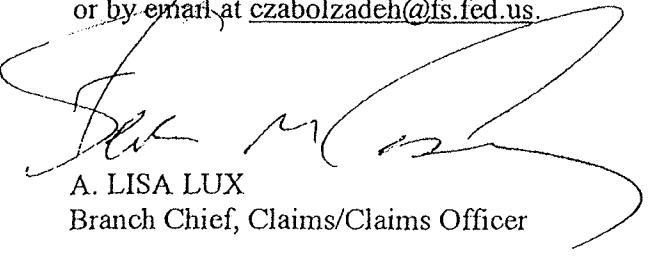
This letter will acknowledge receipt of your agencies SF-95 Claim for Damages, received in our office on December 26, 2012.

Claims against the Government fall under the Federal Tort Claims Act, a law authorizing the government to compensate non-federal agencies, companies, and private citizens for personal injuries and property damage. The Act authorizes federal agencies to pay for these sorts of damages, if, the damages were caused by the negligence of federal employees while carrying out their government duties. The statute of limitations for filing a claim is two years from the date of the incident occurred. The Act also authorizes these entities to sue the United States in Federal Court if their claims are not acted on within 6 months of being submitted to the government.

To insure fairness and impartiality, the Office of the General Counsel (OGC) of the Department of Agriculture adjudicates tort claims submitted to the Forest Service. OGC's adjudication will be based on the documentation you have submitted, and an investigation report of the incident prepared by the Forest Service. When completed, the investigation report will be forwarded with your claim to OGC. You will hear directly from OGC concerning payment, compromise, or denial of your claim.

In consideration of fairness to all claims arising from a single incident, the adjudication process is delayed until all possible claims have been received or the filing period has ended.

If you have any questions about this notice, please contact Cynthia Zabolzadeh at 505-563-7317 or by email at czabolzadeh@fs.fed.us.


A. LISA LUX
Branch Chief, Claims/Claims Officer





Office of the Sheriff

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

4DI

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: June 10, 2013

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

RE: Agenda Items for the meeting of June 18, 2013



It is recommended that the Board:

Approve and sign contract between the Plumas County Sheriff's Office (PCSO) and Deborah K. Freeze in the amount of \$15,666.67 per month, to provide 24 hour nursing services to the Plumas County Correctional Facility.

Background and Discussion:

The term of this contract is 7/1/2013 to 7/1/2014. The purpose to this contract is to provide medical services to the Correctional Facility mandated by law.

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



Office of the Sheriff 4D2

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

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: June 10, 2013

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

RE: Agenda Item for the meeting of June 18, 2013

RECOMMENDATION:

Approve budget transfer for the Jail in the amount of \$9,100.00 from Regular Wages (51000) to Kitchen Equipment (524550) \$4,000.00 & to fixed asset account Kitchen Equipment (542503) \$5,100.00.

BACKGROUND & DISCUSSION:

The FY 12/13 Administrative and Budgetary Controls require transfers from wages and to establish a fixed asset account to be approved by the Board of Supervisors.

This is a budget transfer request for the Jail in the amount of \$9,100.00 transferring funds from Regular Wages (51000) to Kitchen Equipment (524550) \$4,000.00 for a refrigerator and to Kitchen Equipment (542503) \$5,100.00 for a freezer for the Correctional Facility.

During the past six months, both units at the Jail have been serviced repeatedly but continue to have issues. Due to the age & condition of the equipment they need to be replaced. We cannot risk the loss of perishable foods more than has already occurred. Replacing the older equipment will be more cost effective for energy savings.

There have been vacant/unfilled positions that have resulted in a salary savings. This salary savings will cover the cost of these necessary purchases.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

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

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

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

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

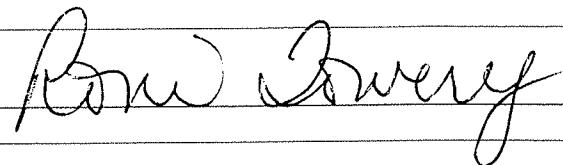
A) TRANSFER TO REPLACE BROKEN EQUIPMENT

B) UNFILLED POSITIONS CREATED SALARY SAVINGS

C) EXPENSES TO BE INCURRED THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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

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

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

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

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

ENGINEERING DEPARTMENT

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

4E



Robert A. Perreault, Jr.,
Plumas County Engineer

~~CONFIDENTIAL~~ AGENDA REQUEST

For the June 18, 2013 meeting of the Board of Supervisors

June 11, 2013

To: Honorable Board of Supervisors
From: Robert Perreault, Director of Public Works
Subject: Budget Transfer to cover Department Boot/Clothing Allowance

A handwritten signature in black ink that reads "Robert A. Perreault, Jr." in cursive script.

Background:

Per the 2012/13 MOU between the County of Plumas and the International Union of Operating Engineers, Local 3; CRAFTS & TRADES UNIT, beginning in January, 2013 the County shall provide a Safety-Clothing/Boot Allowance of \$300 per year for certain employee classifications. It has been determined by the Director of Public Works/County Engineer, that 2 Engineering employees fit the criteria to be eligible for the allowance.

The attached budget transfer establishes an account for the Safety Clothing/Boot allowance for the Engineering Department.

Recommendation:

The Plumas County Engineering Department respectfully recommends that the Board of Supervisors approve the attached Budget Transfer.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Engineering

Dept. No: 20210

Date 6/11/2013

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

2. TRANSFER FROM

TRANSFER TO:

3. SUPPLEMENTAL BUDGET: Department: 20210

Fund # 0001

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

A) Need to establish Clothing Allowance account in Wages & Benefits

B)

C)

D)

5. Approved by Department Head:
(Account balances checked)

Robert H. Pencak
Yes No

6/11/2013

Date

6. Account and balances verified by Auditor/Controller:

Date Approved: _____ Signature _____

Contingency Fund Balance prior to approval: \$ _____

Date Processed: _____ Signature _____

7. / Approved / Disapproved Date: _____
 / Recommended / Not recommended

County Administrative Officer: _____ Signature _____

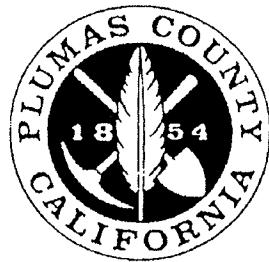
8. Board Approval Date: _____ Agenda Item No. _____
Clerk of the Board _____

INSTRUCTIONS:

1. ORIGINAL and 1 COPY of ALL transfers to Auditor/Controller.
(Original kept by Auditor, copies returned to Department and CAO)
2. Transfers that are going to be submitted to the Board for approval:
 - A. Must be signed by the Auditor and the CAO.
 - B. Must have a copy of the Board Report attached when given to the Auditor and CAO for approval.
3. This form is also used for Revenue Budget Transfers.
4. **Allow two days for approval by the Auditor's Office.**

DEPARTMENT OF HUMAN RESOURCES

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



June 11, 2013

Gayla S. Trumbo
*Human Resources
Director*

To: Honorable Board of Supervisors

From: Gayla Trumbo, Director of Human Resources

Subject: Agenda item of Robert Perreault regarding "Budget Transfer to Cover Department Boot/Clothing Allowance".

I would like to add the following information regarding the agenda item of Public Works Director, Mr. Perreault.

The Memorandums of Understanding for the Crafts & Trades, General, and Mid Management Units includes Section 7.02 Clothing. Item (e) of section 7.02 states as of January 2013, the County will provide a \$300.00 per year allowance for Safety-Clothing/Boot Allowance. Included with this language is a list of specific classifications that are eligible to receive this benefit. The classifications under the Engineering Department are not included on this list as eligible classifications. The language under this section also includes "other Public Works employees as may be designated by the Director." I have included a copy of section 7.02 for your information.

The Engineering department is a separate department within the County. It has its own budget, funding sources and position allocations that are separate from Public Works. Though Mr. Perreault is the department head for both Public Works and Engineering, the employees under Engineering would not be considered employees of Public Works.

In January of this year, a list of employees to receive the Clothing/Boot Allowance was provided to the Auditor's Department and Human Resources, by Public Works to be processed with payroll. This list included the two employees from the Engineering Department. All employees on that list received the \$300.00 allowance on their pay check of February 6, 2013.

(e) Beginning in January 2013, the County shall provide a Safety-Clothing/Boot Allowance of Three Hundred Dollars (\$300) per year for full-time employees who are required to wear safety-clothing and wear heavy-duty boots in their routine County work assignments. The following classifications are eligible for the Safety-Clothing/Boot Allowance which shall be paid with the first full pay period of each calendar year, or with their first paycheck after assignment to an eligible classification: Road Department Deputy Director, each Public Works Maintenance Supervisor, Equipment Maintenance Supervisor, Leadperson, Road Crew Maintenance Worker I/II/III, Mechanic I/II, Equipment Service Worker, Mechanic Lead Worker, Welder, Building Grounds Maintenance Worker I/II and other Public Works employees as may be designated by the Director. Provided, however, that the January Safety-Clothing/Boot Allowance paid to an employee who has worked less than a full year preceding the payment date, shall be reduced on a prorated basis based on the portion of the preceding year actually worked. Provided further, that if an employee separates from County employment with less than one full year of employment with the County in an eligible classification, a prorated portion of any Safety-Clothing/Boot Allowance paid to that employee shall be reimbursed to the County from the employee's final paycheck in an amount equal to that part of the year not actually worked.

7.03 PROGRAM FOR BONUSES FOR COST-SAVING IDEAS

During the term of this agreement, the County shall implement a program to reward employees with bonuses for ideas which prove to be cost saving ideas for the County. Implementation shall be done in a manner acceptable to the County. The County shall not be obligated to fund the program with more than five hundred dollars (\$500) per fiscal year unless a higher level of funding or a percentage formula is adopted by a mutual written assent.

7.04 FURLough RULE

The County reserves the right to furlough an employee or group of employees, without pay, under the following provisions:

- (a) A furlough may be ordered only to compensate for a budget issue.
- (b) The Department Head may furlough an employee or group of employees upon approval of the County Administrative Officer.
- (c) An employee furloughed by the Department Head shall be non-compensated during a furlough period but, shall not suffer a reduction in non-salary related benefits of seniority.
- (d) The maximum number of furlough days during a fiscal year shall not

6.06 FINAL DECISION

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the officer shall prepare the record of the hearing and shall submit a written decision of findings of fact, rulings of law, and final disposition. Copies shall be sent to the interested parties.

The hearing officer's decision on the appeal shall be final and binding on all parties, and not subject to further administrative review.

6.07 RESOLUTION

Resolution of a grievance at any step of the procedure that is consistent with County's Employer-Employee Relations Policy, Rule 23, Section H and this Memorandum of Understanding, County Rules and/or applicable law, shall be final and binding on the County and the employee.

7.00 MISCELLANEOUS

7.01 TOOL ALLOWANCE

In January of each year, classifications currently receiving a tool allowance will receive six hundred-fifty dollars (\$650.00) per year. Expanded eligibility for tool allowance beyond the current classifications receiving tool allowance shall be mutually agreed upon between the Union and the County.

7.02 CLOTHING

- (a) Road crew field personnel are required to provide at their own expense and wear safety shirts subject to the conditions established by the Road Commissioner, or be subject to disciplinary action.
- (b) Road Department field personnel and mechanics/welder shall provide their own insulated coveralls, rain gear, and boots at their own expense.
- (c) Building and Grounds employees in the classifications of Maintenance Worker I/II shall provide their own rubber boots, shop coveralls, and insulated coveralls at their own expense.
- (d) The County will provide the full cost of coverall cleaning service for employees in the classification of Equipment Service Worker, Equipment Mechanic I/II, Welder, and Lead Equipment Mechanic. The assignment, frequency and service provider to be determined by the Public Works Director.

LICENSE AGREEMENT
FOR NON-INVASIVE INVESTIGATION ACTIVITIES

This License Agreement for Non-Invasive Investigation Activities (this "License Agreement") is made and entered into this ____ day of June, 2013 (the "Effective Date") by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", and PLUMAS COUNTY, a public entity, hereinafter called "Licensee."

R E C I T A L S:

A. PG&E owns the real property in the Bucks Lake Area commonly known as Assessor's Parcel Numbers 112-060-007 and 112-060-008, State Board of Equalization No. 113-32-001-4 and 113-32-001-5 hereinafter called the "Property", located in the County of Plumas, State of California.

B. Licensee is considering the construction and maintenance of a future hiking trail in the Bucks Lake area, near and adjacent to Bucks Lake Road, a Plumas County Road Right-of-Way. The alignment of said trail will be on a portion of and through PG&E property (described in Exhibit A). Licensee's intent is to access and perform non-invasive due diligence activities. Licensee wishes to conduct a non-invasive (no soil disturbance or minimal disturbance of surface with hand tools only) Phase I environmental survey and perform a non-recorded land survey (GPS) routing of said trail. Licensee will perform the aforementioned by primarily walking/hiking on a portion of the Property as described on EXHIBIT "A" and shown on Exhibit A-1 attached hereto and by this reference made a part hereof (the "License Area").

C. Licensee has requested permission for Licensee to enter the License Area and conduct certain investigations and/or studies on the License Area as more fully described in this License Agreement, and PG&E is willing to grant such permission subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, PG&E and Licensee hereby agree as follows:

1. Non-Invasive Investigation. Subject to the terms and conditions set forth in this License Agreement, PG&E grants to Licensee a personal, non-exclusive and non-possessory right and license to enter, and for Licensee to allow Licensee's directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees ("Licensee's Representatives") to enter, at reasonable times, the License Area for the sole purpose of determining an alignment of a possible trail on and through PG&E property. Licensee's intent is to access and perform non-invasive due diligence activities. Licensee wishes to conduct a non-invasive (no soil disturbance or minimal disturbance of surface with hand tools only) Phase I environmental survey and perform a non-recorded land survey

(GPS) routing of said trail. Licensee will perform the aforementioned by primarily walking/hiking on a portion of the Property, hereinafter referred to as "Licensee's Activities". All of Licensee's Activities shall be performed at Licensee's sole cost and expense. This License Agreement gives Licensee a license only and does not constitute a grant by PG&E of any ownership, leasehold, easement or other similar property interest or estate.

2. Fees. PG&E has waived all administrative and land use fees for this license.

3. Work Plan. Licensee shall discuss with PG&E any specific requirements for Licensee's Activities on the Property, and shall prepare a work plan that incorporates such requirements and that describes in detail and with specificity the nature, scope, location and purpose of all of Licensee's Activities to be performed on the Property (the "Work Plan"). The Work Plan shall be accompanied by the following information: copies of any reports which pertain to the work being proposed by Licensee, a list of the names of Licensee's Representatives who are to be authorized to enter the Property, and a schedule of work. The Work Plan will be submitted to the following person at PG&E for approval Scott Perkins at 350 Salem St, Chico, CA 95928, 530-896-4256, SDPF@PGE.COM. PG&E reserves the right to request Licensee to provide additional information, reports, studies or other documents not included in the Work Plan. Licensee acknowledges and agrees that PG&E's review of the Work Plan is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Work Plan is adequate or appropriate for any purpose, or complies with applicable Legal Requirements, as defined herein. Licensee and Licensee's Representatives shall not enter the Property nor commence any activity whatsoever on the Property without the prior written consent of PG&E to the Work Plan as set forth above, which consent shall be in PG&E's sole and absolute discretion. Licensee agrees and covenants that all of Licensee's Activities shall be performed solely within the License Area and in strict accordance with the approved Work Plan.

4. Term; Termination; Surrender. This License Agreement shall commence on the effective date and expiring December 31, 2013, unless sooner terminated (the "Term"). Provided however, that PG&E may terminate this License Agreement, at any time, for any reason or no reason, including, without limitation, pursuant to the provisions of General Order No. 69-C of the California Public Utilities Commission (the "CPUC"), upon twenty-four (24) hours written notice to Licensee. Upon the expiration or termination of this License Agreement, Licensee shall remove all personal property of Licensee and Licensee's Representative's, remove all debris and waste material resulting from Licensee's Activities, and repair and restore the Property as nearly as possible to the condition that existed prior to Licensee's entry hereunder to PG&E's satisfaction. Licensee shall bear the entire cost of such removal, repair and restoration, and PG&E shall have no liability for any losses or damages caused by or related to any termination of this License Agreement. In the event Licensee fails to comply with the requirements of this Section, PG&E may elect, at Licensee's expense, to remove such personal property, debris and waste material and to perform such removal, repair or restoration as necessary. Licensee shall pay such costs and expenses within ten (10) days after receipt of an invoice therefor. Licensee's obligations under this Section shall survive the expiration or termination of this License Agreement.

5. Conservation Documents.

(a) PG&E and Licensee hereby enter into this License Agreement with reference to the following:

(1) PG&E is a party to that certain Settlement Agreement (the "Settlement Agreement") as modified and approved by CPUC in its Opinion and Order of December 18, 2003 (Decision 03-12-035).

(2) In furtherance of the Settlement Agreement, and to provide additional detail regarding the implementation of the "Land Conservation Commitment" (defined below), the parties to the Settlement Agreement and other interested parties entered into that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the "Stipulation").

(3) The Settlement Agreement and the Stipulation (collectively, the "Governing Documents") require PG&E to ensure that approximately 140,000 acres of watershed lands and approximately 655 acres of land located in the Carizzo Plains, all owned by PG&E (collectively, the "Watershed Lands"), including the License Area, are conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The obligations of PG&E with respect to the Watershed Lands are set forth in detail in Appendix E of the Settlement Agreement and in Section 12 of the Stipulation, and are defined therein as the "Land Conservation Commitment."

(4) Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation (the "Stewardship Council") was created to oversee and carry out the Land Conservation Commitment. In accordance with the Governing Documents, the Stewardship Council developed and adopted a land conservation plan (the "LCP") for protection of the Watershed Lands for the benefit of the citizens of California. The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

(5) In addition to the LCP, the Stewardship Council is developing a disposition package for the License Area (the "Disposition Package") in order to carry out the objectives of the LCP with respect to the License Area.

(6) PG&E has agreed that, subject to (A) CPUC approval under California Public Utilities Code Section 851, (B) approval by the Federal Energy Regulatory Commission (the "FERC") for lands subject to its jurisdiction, and (C) certain other requirements provided in the Governing Documents, every parcel of the Watershed Lands, including the License Area, will be subject to a fee simple donation or donations and/or conservation easement or easements donated by PG&E to one or more public agencies or qualified non-profit conservation organizations.

(7) In furtherance of the foregoing, PG&E intends to grant a conservation easement or easements (the "Conservation Easement") over the License Area to one or more public agencies or qualified non-profit conservation organizations (the "Easement Grantee").

(8) Concurrently with the conveyance of the Conservation Easement, it is anticipated that the Easement Grantee and PG&E will enter into a land management plan (as initially adopted, and as the same may be modified and replaced from time to time, the "Land Management Plan") to preserve and enhance the beneficial public values present at the License Area.

(b) Licensee acknowledges and agrees that, except as expressly set forth above, neither PG&E nor its officers, directors, employees or agents makes or has made any representations or warranties of any kind, express or implied, written or oral, as to the Governing Documents, the Land Conservation Commitment, the LCP, the Disposition Package, the Conservation Easement, the Land Management Plan, and the conveyances and agreements that PG&E may enter into pursuant to the foregoing (collectively, the "Conservation Documents"), the activities to be carried out pursuant thereto, or the potential physical, economic or other impact thereof on Licensee, the License Area, the rights and obligations of Licensee under this License Agreement or otherwise.

(c) Without in any way limiting PG&E's rights under Section 4 above, PG&E may terminate this License Agreement under Section 4 above, at any time, where PG&E determines such termination is or may be necessary or desirable to further the purposes of the LCP or the Land Management Plan. In addition, PG&E shall have the right to require modifications to Licensee's Activities to the extent necessary or desirable to preserve and enhance the beneficial public values present at the License Area in accordance with the Conservation Documents. Licensee acknowledges that, such modifications may result in Licensee being required to conduct, or refrain from conducting, certain activities currently permitted on some or all of the License Area and such modifications may materially impact Licensee economically and otherwise. In addition to the rights reserved under this License Agreement, PG&E and others permitted by the Conservation Documents shall have the right to temporarily or permanently construct on the License Area such new structures or other improvements as PG&E deems appropriate in PG&E's sole discretion to comply with the provisions of the Conservation Documents ("LCP Facilities"), and to reconstruct, maintain, operate and use the LCP Facilities. PG&E shall give Licensee at least thirty (30) days' prior written notice of PG&E's election to modify Licensee's use hereunder.

(d) If PG&E shall sell, convey or otherwise transfer fee title to the License Area, and assign the interest in this License Agreement concerning the License Area or any portion thereof, to one or more transferees, including, without limitation, any transfer or transfers described in this Section 5, PG&E shall thereupon be released from any and all covenants, liabilities and obligations (express or implied) on the part of PG&E under this License Agreement, accruing from or after the date of such sale, conveyance or transfer, and Licensee shall look solely to the transferee or transferees for performance of the obligations of PG&E under this License Agreement. This License Agreement shall not be affected by such sales, conveyances or transfers, except for such modifications set forth herein, and Licensee agrees to

attorn to the transferee or transferees, such attornment to be effective and self-operative without the execution of any further instrument by the parties to this License Agreement. Under no circumstances shall PG&E be liable for any act or omission whatsoever of any Easement Grantee with regard to the Conservation Easement, the Conservation Documents or otherwise, as more specifically set forth in this Section 5. PG&E shall also have the right to reserve in any deed or by separate instrument, easements and other retained rights for PG&E's benefit upon any sale, conveyance or transfer of the License Area, or any portion thereof (the "Reserved Easements"), including, without limitation, easements and other rights of entry and use for the installation, replacement, use, operation, repair and maintenance of hydroelectric, water delivery and other existing or future facilities on the License Area or in connection with property in the vicinity of the License Area, for the investigation, remediation and mitigation of any Hazardous Materials and/or in connection with FERC requirements. Licensee hereby agrees that this License Agreement shall be subject to, and subordinate to, the Reserved Easements. Licensee agrees to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Section 5, and to further document the provisions of this License Agreement that will continue in effect between Licensee and PG&E, as a third party beneficiary.

(e) This Section 5 shall be self-operative and no further instrument of subordination shall be required. However, Licensee agrees to execute such documentation as may be reasonably requested by PG&E in order to carry out the terms of this Section 5.

(LICENSEE TO INITIAL HERE _____)

6. Condition of the Property. Licensee accepts the Property "as is", in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Property. Licensee acknowledges that one or more of the following (collectively, "Potential Environmental Hazards") may be located in, on or underlying the Property:

(a) electric and magnetic fields, electromagnetic fields, power frequency fields and extremely low frequency fields, however designated, whether emitted by electric transmission lines, other electrical distribution equipment or by any other means ("EMFs");

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "Hazardous Substances" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements, as defined herein, relating to the protection of human health or the environment, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.

§§9601 *et seq.* ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 *et seq.*; the Clean Air Act, 42 U.S.C. §§7401 *et seq.*; the Clean Water Act, 33 U.S.C. §§1251 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. §§2601 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 *et seq.*; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 *et seq.*; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 *et seq.*; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 *et seq.*; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 *et seq.*); and the Medical Waste Management Act (Health and Safety Code §§25015 *et seq.*); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof; or

(3) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons on or about the Property or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

Licensee shall take all necessary precautions to protect Licensee's Representatives from risks of harm from Potential Environmental Hazards, and Licensee shall be responsible for the health and safety of Licensee's Representatives. Licensee acknowledges that it has previously evaluated the condition of the Property and all matters affecting the suitability of the Property for the uses permitted by this License Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

7. Licensee's Covenants.

(a) Legal Compliance. Licensee agrees, at Licensee's sole cost and expense, promptly to comply, and cause all of Licensee's Representatives to comply, with (i) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, those laws which relate to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances or to health, safety, noise, environmental protection, air quality or water quality, (ii) the conditions of any permit, occupancy certificate, license or other approval issued by

public officers relating to Licensee's Activities or Licensee's use or occupancy of the Property; and (iii) any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Licensee has notice, which may be applicable to the Property (collectively, "Legal Requirements") regardless of when they become effective, insofar as they relate to Licensee's Activities or the use or occupancy of the Property by Licensee. The judgment of any court of competent jurisdiction, or the admission of Licensee in any action or proceeding against Licensee, whether or not PG&E is a party in such action or proceeding, that Licensee has violated any Legal Requirement relating to the use or occupancy of the Property, shall be conclusive of that fact as between PG&E and Licensee. Licensee shall furnish satisfactory evidence of such compliance upon request by PG&E.

(b) Notification of Investigations, Orders or Enforcement Proceedings.

Licensee agrees to notify PG&E in writing within three (3) business days after obtaining knowledge of any investigation, order or enforcement proceeding that in any way relates to the Property, or the occurrence of any contamination or suspected contamination on, within or underlying the Property. Such notice shall include a complete copy of any order, complaint, agreement, or other document that may have been issued, executed or proposed, whether draft or final.

(c) Use of Property. Licensee agrees that Licensee shall not in any way

interfere or permit any interference with the use of the Property by PG&E. Interference shall include, but not be limited to, any activity by Licensee that places any of PG&E's gas or electric facilities in violation of any of the applicable provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or of any other applicable provisions of the laws and regulations of the State of California or other governmental agencies under which the operations of utility facilities are controlled or regulated, including, but not limited to, the CPUC and the Federal Energy Regulatory Commission ("FERC"). Licensee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety, which minimum clearances are incorporated herein by reference, but under no circumstances closer than ten (10) feet from any energized electric conductors or appliances. Licensee shall not drill, bore, or excavate under any circumstances.

(d) Procedure for Entry. Licensee agrees that at least ten (10) business days prior to any entry by Licensee or any Licensee Representative upon the Property, Licensee shall notify Scott Perkins ("PG&E's Representative") at 530-896-4256 so that a representative of PG&E may be present to observe Licensee's Activities to ensure safety and protection of PG&E's Property and compliance with the terms and conditions of this License Agreement. At the time of each such notification, Licensee shall inform PG&E's Representative whether a representative of the any governmental entity or agency will be present during the planned activities.

(e) Licensee's Activities. Licensee agrees that Licensee and Licensee's Representatives shall notify PG&E, as part of the Work Plan, of any potential safety, environmental or other hazards to PG&E employees or property arising out of, or associated with, Licensee's Activities or stemming from conditions caused by Licensee, so that PG&E may take appropriate precautions. Licensee agrees that Licensee shall conduct Licensee's Activities in

compliance with the Work Plan approved by PG&E and in such a manner so as to protect the Property, PG&E's utility facilities, the environment, and human health and safety. Licensee shall not make use of the Property in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Property by PG&E or others entitled to use the Property. In the event PG&E determines that Licensee's Activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health or safety, PG&E may, in PG&E's sole and absolute discretion, require that Licensee halt Licensee's Activities until appropriate protective measures may be taken to eliminate such endangerment to PG&E's satisfaction. Licensee waives claims against PG&E resulting from any delay under this Section. PG&E's right to halt activities under this Section shall not in any way affect or alter Licensee's insurance or indemnity obligations under this License Agreement, nor shall it relieve Licensee from any of Licensee's obligations hereunder that pertain to health, safety, or the protection of the environment.

(f) Non-Interference. Licensee agrees to coordinate Licensee's Activities to strictly avoid any interference with PG&E's use of the Property and any adjoining lands owned by PG&E.

(g) Site Security. Licensee agrees that Licensee and Licensee's Representatives shall comply with any and all of PG&E's on-site safety and security requirements and any other rules and regulations that may be applicable to Licensee's Activities at the Property. Licensee agrees to cooperate with PG&E and to abide by any and all orders or instructions issued by PG&E, its employees, agents or representatives. PG&E reserves the right to restrict access to the Property in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E's facilities, wherever located, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.

(h) FERC Project. Licensee acknowledges that the Property was acquired for, and is devoted to, hydroelectric and recreational purposes by PG&E and is a part of the FERC Project No. 619, and this License Agreement is made subject to the right of PG&E to use the Property for such purposes; and to use the Property whenever in the interest of PG&E's service to the public it shall be deemed necessary to do so. Licensee agrees that Licensee's use of the Property shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use.

8. Environmental Requirements.

(a) At Licensee's sole expense, Licensee shall provide PG&E with copies of the results of all analytical tests, surveys, photos, and drafts of any and all reports ("Reports") generated as the result of Licensee's Activities as soon as they are available. PG&E shall have ten (10) business days to comment thereon. Thereafter, Licensee shall incorporate any and all of PG&E's reasonable comments into such Reports before such Reports are prepared in final form and before such Reports are provided to any other party or agency. Licensee shall provide PG&E with copies of any and all final Reports as soon as they are available. Unless disclosure is otherwise required under applicable law, Licensee shall keep

confidential, and shall cause Licensee's Representatives to keep confidential, all Reports and all other written documents concerning the Property provided or developed pursuant to this License Agreement, including, but not limited to, any information provided by PG&E or received or prepared by Licensee in Licensee's independent factual, physical and legal examinations and inquiries respecting the Property (collectively, the "Confidential Information"), except that Licensee may disclose the same to Licensee's legal counsel and consultants, provided that Licensee obtains the agreement of such legal counsel and consultants to keep the Confidential Information confidential. Neither the contents nor the results of any Confidential Information shall be disclosed by Licensee or Licensee's Representatives without PG&E's prior written approval unless and until Licensee is legally compelled to make such disclosure. Licensee's obligations of this Section shall survive the expiration or termination of this License Agreement.

(b) Licensee shall be responsible for the clean up and remediation of any releases of Hazardous Substances resulting from Licensee's Activities, or any activity by Licensee or Licensee's Representatives, and shall immediately report the details of any such releases to PG&E and to the appropriate regulatory agencies as required by any and all applicable law.

(c) PG&E shall have access to the Property and to the specific site locations of Licensee's Activities at all times.

9. Indemnification; Release.

(a) Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries, affiliates, and their officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "Indemnitee" and collectively, "Indemnitees") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "Claims"), including Claims arising from the passive or active negligence of the Indemnitees, which arise from or are in any way connected with Licensee's Activities, or the entry on, occupancy or use of, the Property by Licensee or Licensee's Representatives, or the exercise by Licensee of Licensee's rights hereunder, or the performance of, or failure to perform, Licensee's duties under this License Agreement, including, but not limited to, Claims arising out of: (i) injury to or death of persons, including, but not limited to, employees of PG&E or Licensee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (ii) injury to property or other interest of PG&E, Licensee or any third party; (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to the environment and including any liability imposed by law or regulation without regard to fault. Without limiting the generality of the foregoing, Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any labor performed on the Property by, or at the request or for the benefit of, Licensee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Licensee is obligated to indemnify or provide a defense hereunder, upon written notice from PG&E, Licensee shall defend such action or proceeding at Licensee's sole expense by counsel approved by PG&E, which approval shall be in PG&E's sole and absolute discretion.

(b) Licensee acknowledges that all Claims arising out of or in any way connected with releases or discharges of a Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Licensee's use or occupancy of the Property, Licensee's Activities or the activities of any of Licensee's Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including attorneys' fees and disbursements and any fines and penalties imposed for the violation of any Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above. The purpose of the foregoing indemnity is to protect PG&E and the Indemnitees from expenses and obligations related to Hazardous Substances on the Property to the fullest extent permitted by law. The Licensee's obligation to defend includes, but is not limited to, the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent.

(c) Licensee's use of the Property shall be at Licensee's sole risk and expense, and Licensee accepts all risk relating to Licensee's occupancy and use of the Property. PG&E shall not be liable to Licensee for, and Licensee hereby waives and releases PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to an occurrence on or about the Property.

(d) Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Licensee, or any of Licensee's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in EXHIBIT "B".

(e) The provisions of this Section 9 shall survive the expiration or termination of this License Agreement.

10. Additional Activities. Licensee shall not perform any activities or investigations beyond Licensee's Activities specifically authorized by this License Agreement without the prior written consent of PG&E, which consent shall be in PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable Legal Requirements, of any governmental authority having jurisdiction, including, but not limited to, the CPUC or the FERC.

11. Reserved Rights. The Property is currently used by PG&E in conjunction with hydroelectric power generation on property owned by PG&E located on and around Buck Lake. PG&E reserves the right to use the Property for any and all purposes whatsoever, including, without limitation, the right to use the Property for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so. Licensee shall not make use of the Property in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Property by PG&E or others entitled to use the Property.

12. Compliance; Safety; Insurance. Licensee shall obtain, at Licensee's sole cost and expense, any and all necessary permits, authorizations and approvals applicable to Licensee's Activities and to evidence compliance with all Legal Requirements. PG&E shall have a right to observe Licensee's Activities at any time to confirm Licensee's compliance with the requirements

of this License Agreement and applicable Legal Requirements. Licensee shall procure, carry and maintain in effect throughout the Term of this License Agreement, with respect to the License Area and the use, occupancy and activities of Licensee and Licensee's Representatives on or about the License Area, in a form and with deductibles acceptable to PG&E and with such insurance companies as are acceptable to PG&E, the insurance specified in EXHIBIT "B" and by this reference made a part hereof. All policies shall contain endorsements that the insurer shall give PG&E and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination, failure to renew or lapse of insurance. Upon Licensee's execution of this License Agreement, and thereafter at least thirty (30) days prior to the expiration date of any policy, Licensee shall provide PG&E with evidence of the insurance coverage, or continuing coverage, as applicable, required by this License Agreement as more specifically set forth in EXHIBIT "B". This License Agreement shall not become effective, and Licensee and Licensee's Representatives shall not enter the Property nor commence or conduct any activity whatsoever on the Property unless and until the insurance coverage required by this License Agreement is in effect and current proof of insurance has been provided to PG&E. Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements, provided that Licensee may, with PG&E's written consent in PG&E's sole and absolute discretion, permit Licensee's consultants, contractors and subcontractors to maintain coverages and limits lower than those specified, so long as the coverages and limits required by Licensee are commercially reasonable in light of applicable circumstances. Licensee's consultants, contractors and subcontractors shall not enter the Property nor commence any activity whatsoever on the Property without the insurance coverage required by this License Agreement being in effect and current proof of insurance having been provided to PG&E from each such consultant, contractor and subcontractor, respectively. The requirements of this Section and EXHIBIT "B" shall in no event limit the liability of Licensee under this License Agreement. PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time. In the event that Licensee or any of Licensee's Representatives fail at any time during the Term to procure, carry or maintain, the insurance required under this Section and EXHIBIT "B", or fail to deliver such policies or certificates as required, PG&E may, at its option, (i) procure such policies for the account of Licensee and Licensee's Representatives, and the cost thereof shall be paid by Licensee to PG&E within five (5) days after delivery to Licensee of an invoice therefor, and/or (ii) terminate this License Agreement, upon written notice to Licensee, in which event Licensee shall immediately vacate the Property and comply with the provisions concerning the condition of the Property on expiration or termination set forth in Section 4 above. For so long as the Licensee hereunder is Plumas County, Licensee may elect to self-insure for any or all of the required coverage.

13. Mechanics' Liens. Licensee shall keep the Property free and clear of all mechanics' liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Licensee or at Licensee's request or for Licensee's benefit. If any mechanics' liens are placed on the Property in connection with Licensee's use or activities, Licensee shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute. Notwithstanding anything to the contrary set forth in this License Agreement, if any such lien is not released and removed within thirty (30) days, PG&E at its sole option, may immediately take all actions necessary to

release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including attorneys' fees and costs, incurred by PG&E in connection with such lien shall be due and payable by Licensee within thirty (30) days after receipt of a written demand therefor, accompanied by reasonable supporting documentation.

14. Notices. Any notices or communications hereunder shall be in writing and shall be personally delivered, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice.

If to PG&E by standard U.S. mail or by registered or certified mail, return receipt requested:

Manager, Land Management
PG&E Land & Environmental Management
2730 Gateway Oaks Dr.
Sacramento, CA 94583

With a copy to:

Law Department
Pacific Gas and Electric Company
P.O. Box 7442
San Francisco, CA 94120
Attn: Director & Counsel, Contracts Section (Real Estate)
Telephone: (415) 973-4377
Facsimile: (415) 973-5520

Scott Perkins
Land Agent
PG&E Land & Environmental Management
350 Salem St
Chico, CA 95928
Telephone: 530-896-4256

If to PG&E by personal delivery or overnight courier:

Manager, Land Management
PG&E Land & Environmental Management
22730 Gateway Oaks Blvd
Sacramento, CA 94583

With a copy to:

Law Department
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, CA 94105
Attn: Director & Counsel, Contracts Section (Real Estate)
Telephone: (415) 973-4377
Facsimile: (415) 973-5520

Scott Perkins
Land Agent
PG&E Land & Environmental Management
350 Salem St
Chico, CA 95928
Telephone: 530-896-4256

If to Licensee:

15. Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

16. Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended except by a written agreement executed by both parties.

17. Binding Effect. This License Agreement and the covenants and agreements herein contained shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns, subject to the limitations on assignment set forth in this License Agreement.

18. Assignment. This License Agreement is personal to Licensee, and Licensee shall not assign, transfer, convey or encumber the license and other rights herein granted or any portion thereof or interest herein.

19. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house

and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings, and bankruptcy litigation. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this License Agreement. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E's Law Department.

20. No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

21. No Offsets. Licensee acknowledges that PG&E is executing this License Agreement in its capacity as the owner of real property, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of PG&E or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Licensee under this License Agreement. Further, Licensee covenants not to raise as a defense to Licensee's obligations under this License Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Licensee relating to this License Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, without limitation, attorneys' fees) arising from or in connection with PG&E's provision of (or failure to provide) electricity and natural gas.

22. No Dedication; No Third Party Beneficiary. Nothing herein contained shall be deemed to be a gift or dedication of the Property or portion thereof to the general public, or for any public use or purpose whatsoever. The right of the public or any person, including Licensee and Licensee's Representatives, to make any use whatsoever of the License Area or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole and absolute discretion. The provisions of this License Agreement are for the exclusive benefit of the parties and their successors and assigns, and shall not be deemed to confer any rights upon any person, except such parties and their successors and assigns, subject to the limitations on assignment set forth in this License Agreement. No obligation of a party under this License Agreement is enforceable by, or is for the benefit of, any other third parties.

23. Captions. The captions in this License Agreement are for reference only and shall in no way define or interpret any provision hereof.

24. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

25. Severability. If any provision of this License Agreement shall be invalid or unenforceable, the remainder of this License Agreement shall not be affected thereby, and each provision of this License Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this License Agreement can be determined and effectuated.

26. Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

27. Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this License Agreement as Licensee, the liability of each such individual, corporation, partnership or other business association to perform Licensee's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Licensee shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

28. Survival. The waivers of claims or rights, the releases and the obligations of Licensee under this License Agreement to indemnify, protect, defend and hold harmless PG&E and other Indemnitees shall survive the expiration or earlier termination of this License Agreement, and so shall all other obligations or agreements of PG&E and Licensee hereunder which by their terms survive the expiration or earlier termination of this License Agreement.

29. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this License Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any liability, cost or expense to PG&E.

30. Authority; Execution; Conditions to Effectiveness. The parties and the individuals executing this License Agreement on behalf of the parties, each represent, by executing this License Agreement, that he or she is duly authorized to do so and to bind the respective party to its terms. The submission of this License Agreement for examination or execution does not constitute an approval of the terms herein, or an offer to license the License Area in accordance with the terms and conditions contained herein, and this License Agreement shall not become effective unless and until it has been executed and delivered by both PG&E and Licensee, and Licensee delivers to PG&E the license fee as set forth in Section 2 above, and current proof of insurance for Licensee and its consultants, contractors and subcontractors as set forth in Section 11 above.

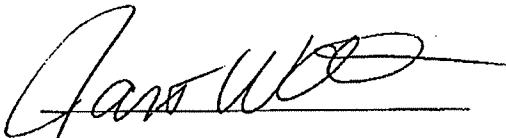
IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

“PG&E”

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

“Licensee”

PLUMAS COUNTY
a Public Entity

By: 

Name: Janet Walther

Its: Supervisor, Hydro Support

Date: 6/4/13

By: _____

Name: R. Craig Settemire

Its: Counsel

Date: _____

EXHIBITS “A”, “A-1” and “B” attached

EXHIBIT A
THE LICENSE AREA

PROPERTY DESCRIPTION

The Property known as State Board of Equalization Numbers 113-32-1-4 and 113-32-1-5, located in the County of Plumas, State of California, more particularly described as follows:

APN: 112-060-007 (portion)

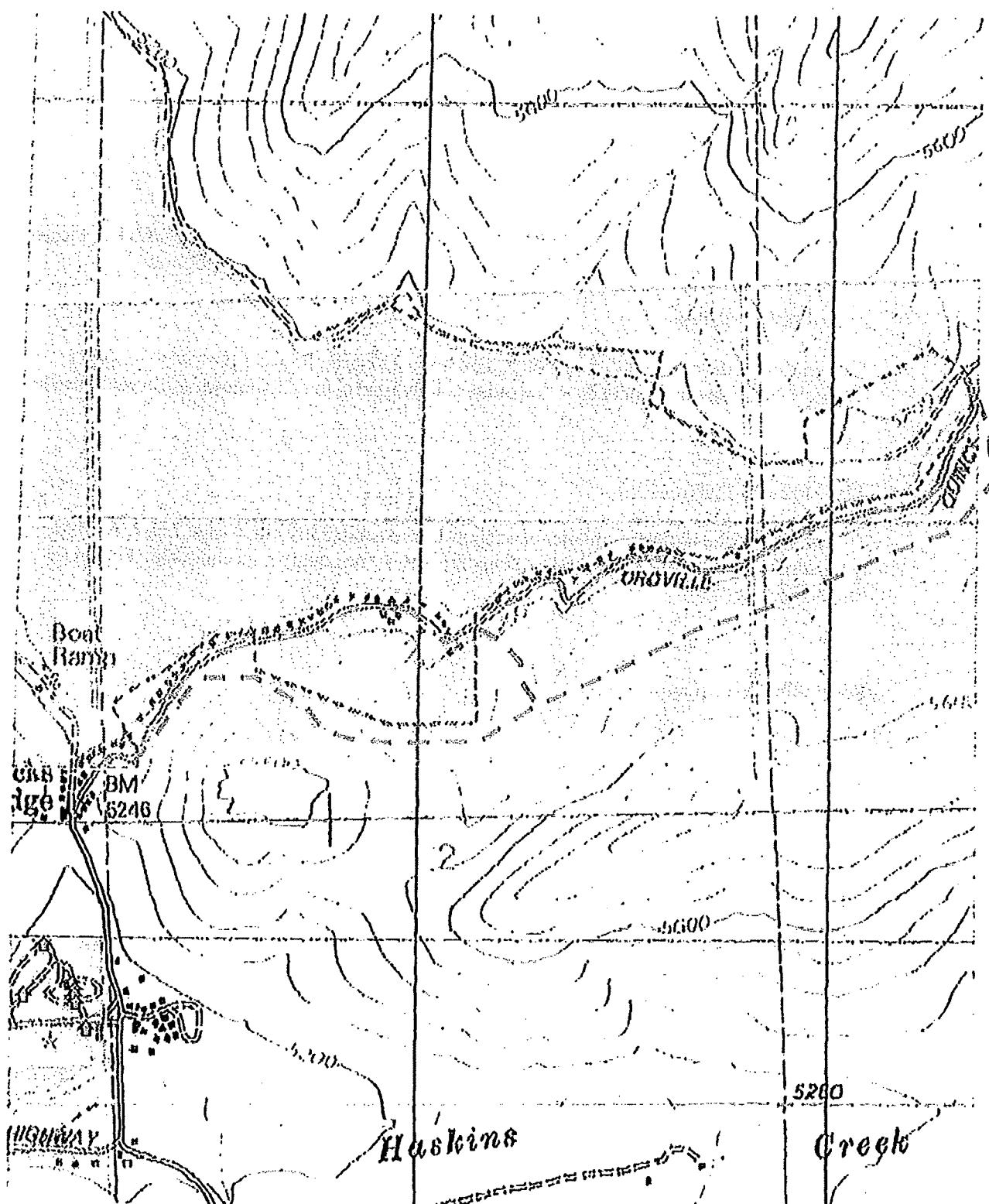
That portion of the north half of Section 2, Township 23 North, Range 7 East, M.D.M. lying southerly of the southerly boundary line of the county road commonly known as Bucks Lake Road.

and

APN: 112-060-008 (portion)

That portion of the northwest quarter of Section 1, Township 23 North, Range 7 East, M.D.M. lying southeasterly of the southeasterly boundary line of the county road commonly known as Bucks Lake Road.

See Exhibit A-1 - map



Jesus Viscarra
Sr. Land Planner-Hydro Support
Pacific Gas & Electric Co.

EXHIBIT B

INSURANCE REQUIREMENTS

[NOTE TO DRAFTER: If PG&E operates facilities in the vicinity of the Property, or if the Property is contaminated, or if Licensee's use of the Property is potentially hazardous, or otherwise if there are other special risks or circumstances, PG&E's insurance department must review coverage and limits.]

Licensee shall procure, carry and maintain the following insurance coverage, and Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements:

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal.
2. Employers' Liability insurance shall not be less than One Million Dollars (\$1,000,000) each accident for injury or death.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
2. The limit shall not be less than Two Million Dollars (\$2,000,000) each occurrence/ Four Million Dollars (\$4,000,000) aggregate for bodily injury, property damage and personal injury. In addition, such insurance shall insure the performance by Licensee of its indemnity and other contractual obligations under the License Agreement.
3. Coverage shall (a) by "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the Licensee or any other obligation or liability under the License Agreement, and (b) be endorsed to specify that the Licensee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute to it.

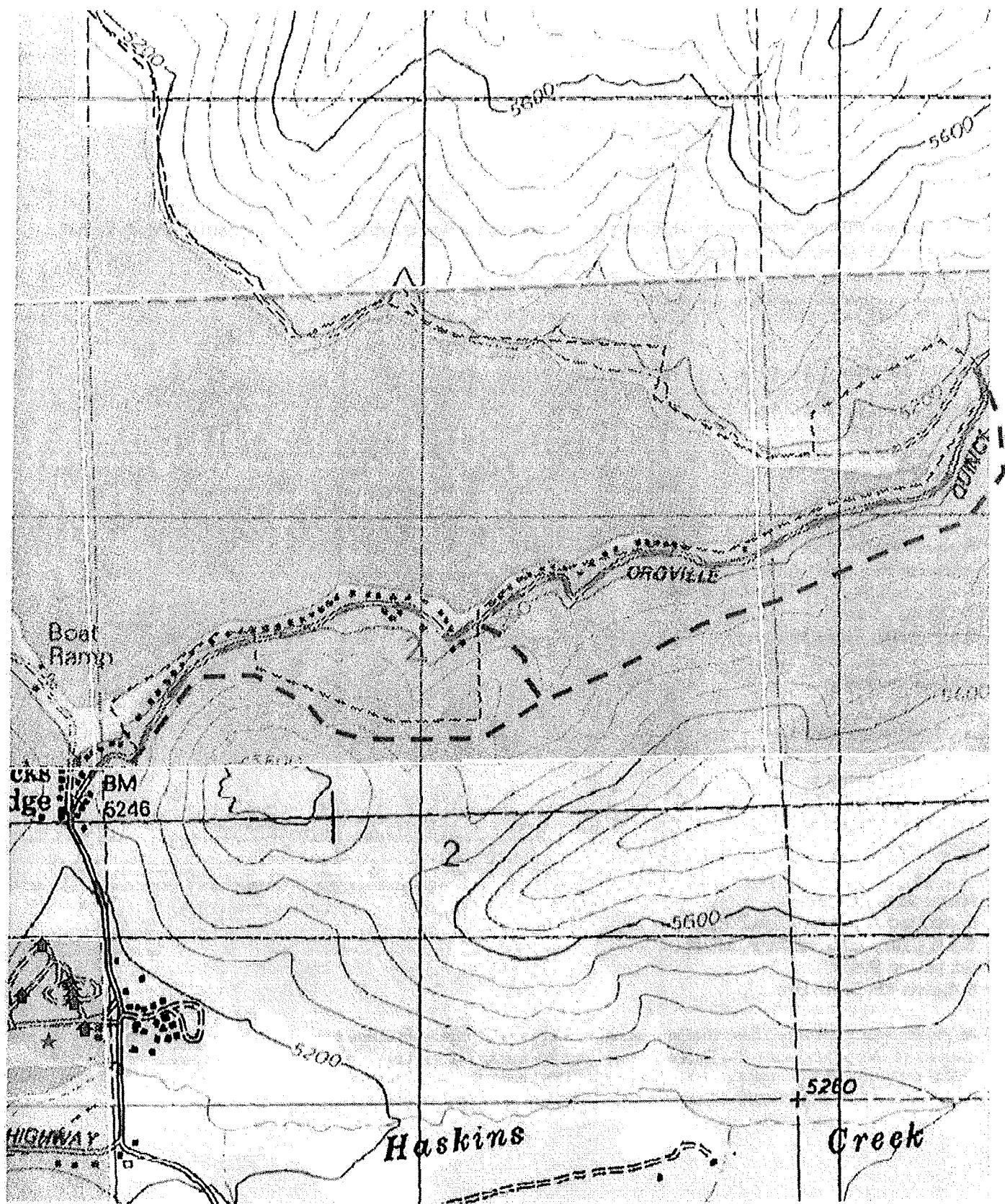
C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
2. The limit shall not be less than Two Million Dollars (\$2,000,000) each accident for bodily injury and property damage.

Exhibit B

D. Additional Insurance Provisions

1. Upon execution of the License Agreement, Licensee shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Licensee.
2. The documentation shall state that coverage shall not be changed, cancelled, terminated, failed to be renewed or lapsed, except after thirty (30) days prior written notice has been given to PG&E.
3. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to PG&E's Land Agent as specified under Notices in the body of the License Agreement.
4. PG&E may inspect the original policies or require complete certified copies, at any time.
5. Licensee shall furnish PG&E the same evidence of insurance for Licensee's agents, consultants, contractors or subcontractors as PG&E requires of Licensee, prior to entry onto the Property by such parties.
6. Should Licensee have the right under this License Agreement to self-insure for any required insurance, Licensee shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to PG&E if the applicable insurance policies had been obtained by Licensee from a third party insurer, in full compliance with the provisions of this EXHIBIT "B", and shall pay on behalf of or indemnify PG&E for all amounts which would have been payable by the third party insurer. In addition, Licensee shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company.



Jesus Viscarra
Sr. Land Planner-Hydro Support
Pacific Gas & Electric Co.

BOARD OF SUPERVISORS

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



June 18, 2013

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

**Subject: Plumas Arts
Courthouse Lawn Art Show
Courthouse Lawn and Dame Shirley Park
June 29-30, 2013**

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Terry Swofford, Chair

Cc: Plumas County Director of Public Works

Plumas Arts

POB 600 / 525 Main Street, Quincy CA 95971 • (530) 283-3402 • plumasarts.org • info@plumasarts.org

May 29, 2013

California Highway Patrol
86 Main Street
Quincy, CA 95971-9370
530.283.1100, fax 530.283.5164

Dear Commander Lieutenant Joe Edwards,

Plumas Arts will be bringing back the Courthouse Lawn Art Show for the weekend of June 29 & 30. We have rented the Courthouse Lawn and the Dame Shirley Park for the event. With your permission, we hope to have Court Street blocked off for the duration of the event.

We will have art vendor booths in front and around the Courthouse lawn and want to have music and kids activities on the Dame Shirley Park. It seems that it would be a lot safer to keep traffic from flowing between the two since we hope to get good cross over between the two areas.

Show hours are 10am to 5pm on Saturday and 10am to 4pm on Sunday. We would expect that we would have access blocked off with barricades on both ends of Court Street between 9:30am and 5:30pm each day. We will be willing and grateful to take direction from Public Works and to borrow barricades and accomplish this requested temporary closure.

In order to apply for the Encroachment Permit I am required to obtain a letter from both the California Highway Patrol and the Plums County Sheriff's Department acknowledging the event and granting permission for the requested closure.

Please let me know what I need to do to facilitate that letter. I will call your office this week to follow up on this email request.

Thank you very much for your time,

Roxanne Valladao
Executive Director, Plumas Arts • plumasarts.org



Plumas County Office of Emergency Services

270 County Hospital Road #127
Quincy, California 95971

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

6B

Date: June 10, 2013

To: Honorable Board of Supervisors

From: Jerry Sipe

RE: Consent Agenda Item for June 18, 2013

Recommendation: Cancel Local Emergency Proclamation due to Canyon Dam Earthquake

Background and Discussion: On May 30, 2013 the Board ratified the proclamation of a local emergency due to impacts of the Canyon Dam Earthquake. As required by Section 8630 of the California Emergency Services Act, the Board must revisit the need for continuing the local emergency and, as conditions warrant, must consider canceling the local emergency.

While damage estimates from the earthquake now exceed \$1.1M, much of the damage was incurred to second homes and few of the estimates exceed the thresholds for state or federal assistance. While a few damage reports continue trickling in, it is unlikely undiscovered or unreported damages will qualify this event for disaster assistance. Plumas County Community Development Commission is providing low income homeowners with assistance, and the Office of Emergency Services will continue monitoring and helping these communities recover from this event, but at this time the local emergency proclamation is no longer needed.

Therefore, the Board is requested to cancel the local emergency proclamation due to the Canyon Dam Earthquake effective June 18, 2013.

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

Thank you.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

bc

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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To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Consent Item for June 18, 2013

Item Description/Recommendation: Approve and direct the Chair to sign Agreement #A&D1213MRT between Plumas County Public Health Agency and Correctional Counseling, Inc., to provide training on Moral Reconation Therapy (MRT).

History/Background: Correctional Counseling Inc., (CCI) will train and certify the counseling staff in utilizing the cognitive restructuring method of Moral Reconation Therapy (MRT™). CCI is the sole-source provider of MRT™ training, materials, and facilitator certification. All staff completing the basic MRT™ training receives a certificate of completion from CCI authorizing them to facilitate MRT™ groups.

Each participant will receive approximately 32 hours of training including up to four hours additional "homework" assigned to trainees in preparation to facilitate group counseling. During the training, each new facilitator will receive a copy of the following: How To Escape Your Prison (the MRT™ workbook), the MRT™ Facilitators' Handbook (contains information on the group process, specific objective criteria and guidelines for all exercises and tasks in MRT™, and specific "how to" instructions), reprints of 10 journal articles on outcome data on MRT™ programs, Effective Counseling Approaches (contains a description of cognitive behavioral approaches, cognitive restructuring, and cognitive skills programs), one CD-- 5-Minute Stress Manager and Imaginary Future (used in training facilitators how to get clients to set appropriate long-term goals), Antisocial Personality Disorder and Criminal Justice: Evidence-Based Practices (contains information on treating the most resistant of clients), and Simply Spiritual (as an aid to understanding client belief systems), which is offered at no cost to anyone who chooses. These are the standard items given to all MRT™ facilitators during the training.

The Agreement has been reviewed by County Counsel, a copy of which 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 • DEPARTMENT OF PUBLIC WORKS



COPY

CONSENT AGENDA REQUEST

for the June 18, 2013 meeting of the Board of Supervisors

June 10, 2013

To: The Honorable Board of Supervisors

From: Robert Perreault, Public Works Director

Re: RESOLUTION to adopt the 2012 Plumas County Maintained Mileage

Background:

Each year, the Department of Public Works is required to submit a tabulation and maps to the State to indicate the mileage that is maintained by the Plumas County Road Department. This mileage is used in the calculation of Gas Tax monies and other State funding sources for the Road Department.

The necessary updates have been completed and the attached resolution is ready for your approval.

Please note that the 2012 maintained mileage total is 679.493 miles.

A complete copy of the "2012 Plumas County Maintained Road Data," to be attached to the Resolution, is on file with the Clerk of the Board for public review.

Recommendation:

Public Works respectfully recommends that the Board of Supervisors approve the attached Resolution.

Attachment: Resolution

RESOLUTION NO. 13-

(Establishing Mileage of Maintained County Roads)

WHEREAS, Section 2121 of the Streets and Highways Code of the State of California provides that in May of each year each County shall submit to the California Department of Transportation any additions or exclusions from its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and

WHEREAS, the California Department of Transportation certified to the State Controller in June 2012 that the total mileage of maintained county roads is 679.493 miles; and

WHEREAS, The County of Plumas now finds the total mileage of maintained County roads is **679.493** miles;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the mileage of maintained County roads is now **679.493** miles, as indicated on the list titled "2012 Plumas County Maintained Road Data", which is attached hereto and hereby made, by reference, a part of this resolution.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 18th day of June, 2013, by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSTAIN/ABSENT: SUPERVISORS:

Chair of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors



DEPARTMENT OF FACILITY SERVICES

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



Donald Sawchuk
Director

Date: June 6, 2013
To: Honorable Board of Supervisors
From: Donald Sawchuk, Director
Subject: **Authorize and execute Contract Amendment #4 for James Lausen
DBA Awesome Lausen Janitorial**

Recommendation

Authorize and execute Contract Amendment #4 for James Lausen DBA Awesome Lausen Janitorial for the one year extension of the Janitorial Maintenance Contract.

Background

Awesome Lausen Janitorial is responsible for the Janitorial Maintenance of the following facilities in this contract:

1. Facility Services Office
2. Fairgrounds/Farm Advisor/Agricultural Building

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



7A

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

Telephone: (530) 283-6170 E-mail: pcbs@countyofplumas.com

June 7, 2013

Jan Knight, Acting Field Supervisor
U.S. Fish and Wildlife Service – Sacramento
2800 Cottage Way, Room W-2605
Sacramento, CA 95825

Dear Ms Knight:

On behalf of Plumas County residents, the Plumas County Board of Supervisors requests a field hearing for the proposed listing of the Sierra Nevada yellow-legged frog, the northern DPS of the mountain yellow-legged frog and the Yosemite toad. We are respectfully requesting that such a hearing be held in Quincy, CA and would be pleased to assist you with making the meeting arrangements.

Additionally, we are offering to work with you to organize the hearing to maximize mutual benefits to both the U.S. Fish and Wildlife Service and the public. Following the hearing, we would request a coordination meeting between representatives of the Plumas County Board of Supervisors and the U.S. Fish and Wildlife Service to consider what was learned from the hearing and begin development of a reasonable approach to the listing proposal.

To help us provide the best information possible, we are also requesting more information on the proposed critical habitat within Plumas County. Prior to the hearing, please provide a detailed map of the designated habitat areas with Plumas County. The existing map that appeared in the *Federal Register*, in conjunction with your agency's proposed listing and proposed critical habitat is too generalized to identify the proposed boundaries. It is also requested that your agency provide – in a reasonable time prior to the meeting – electronic copies of the science used to support each and every designated habitat area within Plumas County. Any additional relevant information on this subunit will help us provide meaningful comments.

Thank you for considering this request for a field hearing and additional information. We look forward to working with you in this important decision. Please confirm your availability for a hearing as soon as possible.

Your positive response to this request will demonstrate your agency's commitment to be compliant with Plumas County Resolution No. 08-7514, copy attached, a resolution adopting and implementing Coordinated Agency Status in accordance with federal and state laws.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Swofford".
Terrell Swofford, Chair
Board of Supervisors
Plumas County, California