

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF JUNE 24, 2013 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

**[www.countyofplumas.com](http://www.countyofplumas.com)**

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

### **PLEDGE OF ALLEGIANCE**

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **Convene as the County Service Area #12 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. **COUNTY SERVICE AREA #12** – Robert Perreault

Discussion and possible action to approve subcontract between Plumas Rural Services and High Sierra Music Festival for additional transit services during the High Sierra Music Festival scheduled for July 4 – 7, 2013 with an understanding the any amendments to said contract must also receive concurrence by the Interim Executive Director of the Plumas Transportation Commission

### **Adjourn as the County Service Area #12 Governing Board and reconvene as the Board of Supervisors**

2. **BOARD OF SUPERVISORS**

- A. Memorandum of Understanding with Elected County Officials regarding Employer Paid Member Contributions to California Public Employees Retirement System and Health Insurance. Approve and authorize the Chair to execute or provide direction to staff
- B. Approve and authorize the Chair to execute Professional Services Agreement with Doug Carver as Acting Chief Probation Officer
- C. Adopt **RESOLUTION** adopting the Recommended Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2013-2014, in Accordance with Government Code §29064.  
**Roll call vote**

### **3. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- B. 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"*

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**COUNTY SERVICE AREA # 12  
PLUMAS COUNTY**

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6323

**AGENDA REQUEST**

for the June 24, 2013 Meeting of the Governing Board of CSA #12

Date: June 17, 2013

To: Honorable Governing Board

From: Robert Perreault, Director of Public Works and Interim Executive  
Director of the Plumas County Transportation Commission



Subject: Review and action on the subcontract between Plumas Rural Services and High Sierra Music Festival for Additional Transit Services during the High Sierra Festival; discussion, possible action and possible direction to staff.

**Background:**

On May 14, 2013, the CSA 12 Governing Board authorize the Chair of the Governing Board of CSA #12 to execute the transit operations contract with Plumas Rural Services, upon review and approval as to form of the final contract by County Counsel.

Since May 14, 2013, Public Works staff has continued to work in complying with the Federal and State contract requirements, including acquiring additional approval from Caltrans before the transit contract can be fully executed by the parties. Full contract execution is expected to be achieved before June 30, 2013.

**Purpose of this Action:**

On May 21, 2013, the Plumas County Transportation Commission received a summary of findings arising from the Triennial Performance Audit.

One of the recommendations in the audit report was that the Commission should revise its reporting and contract structure to ensure that County Service Area #12 maintains contract control for the Plumas Transit System.

Previously, such contracts between the Transit Operator and others did not receive review and action by the CSA 12 Governing Board.

Accordingly, this agenda request is submitted to seek action from the Governing Board in regard to the contract between the Plumas Rural Services and High Sierra Music Festival for providing additional transit services during the High Sierra Music Festival, which is scheduled for July 4, 2013 to July 7, 2013. The action of the Governing Board must be completed before the start of the High Sierra Music Festival, July 4, 2013.

Attached is a copy of the subject contract.

**Recommendation:**

Public Works staff respectfully recommends that the Governing Board of CSA #12 deems that it has no objection to the contract between Plumas Rural Services and High Sierra Music Festival for additional transit services during the High Sierra Music Festival in July 2013, with an understanding that any amendments to said contract must also receive concurrence by the Interim Executive Director of the Plumas Transportation Commission.

To: Roy Berlinghoff  
Fax: 530-283-3647  
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From: Roy Carter  
High Sierra  
Music Festival

**AGREEMENT BETWEEN  
ROY CARTER / HIGH SIERRA MUSIC FESTIVAL (HSMF)  
AND  
PLUMAS RURAL SERVICES, Inc. / PLUMAS TRANSIT SYSTEMS (PRS)**

THIS CONTRACTING AGREEMENT (the "Agreement") is made and entered into this Seventh day of May, 2013 (the "Effective Date") by and between **ROY CARTER / HIGH SIERRA MUSIC FESTIVAL** (hereinafter referred to as the "HSMF") and **Plumas Rural Services, Inc./Plumas Transit Systems** herein after referred to as "PRS").

WHEREAS, HSMF wishes to engage PRS to provide the services described herein and PRS agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, PRS and HSMF, intending to be legally bound, agree to the terms set forth below.

**1. TERM.** Commencing as of the Effective Date, and continuing for the duration of the 2013 High Sierra Music Festival (July 4 – July 8, 2013), unless earlier terminated pursuant to Article 4 hereof, HSMF agrees that PRS will be the exclusive provider of services described herein for the 2013 High Sierra Music Festival held in Quincy, CA between July 4 and July 8, 2013. This Agreement may be renewed or extended for any period as may be mutually agreed upon by the parties.

**2. DUTIES AND SERVICES.**

(a) PRS's duties and responsibilities shall be the provision of transportation services for HSMF attendees requiring transportation services for the 2013 High Sierra Music Festival, under the scope of work included herein (collectively, the "Duties" or "Services") as identified in Attachment 1.

(b) HSMF represents and warrants to PRS that they are under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of the Duties of PRS. HSMF represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which they perform Services concurrently with those performed herein.

(c) In performing the Services, PRS shall comply, to the best of their knowledge, with all business conduct, regulatory and health and safety guidelines established by PRS for any governmental authority with respect to PRS's business.

**3. CONTRACTING FEES.**

(a) Subject to the provisions hereof, HSMF shall pay PRS an hourly fee of **\$86.00 Dollars** for each hour of Service provided by PRS (the "Contracting Fee"). This specified rate covers all local travel, vehicles and service, and no other expenses other than the contracting fees shall be reimbursed. PRS shall submit a final invoice on the PRS's standard reporting form listing the hours worked, the Duties performed and a summary of activities. The Contracting Fee shall be paid in full no later than 15 days after receipt of the invoice for the services provided.

(b) PRS shall be entitled to prompt reimbursement for all pre-approved expenses incurred in the performance of their Duties, upon submission and approval of written statements and receipts in accordance with the then regular procedures of HSMF.

(c) PRS agrees that all Services will be rendered by them as an independent contractor and that this Agreement does not create an employer-employee relationship between HSMF and PRS. PRS shall have no right to receive any employee benefits including, but not limited to, health and accident insurance, life insurance, sick leave and/or vacation. PRS agrees to pay all taxes including, self-employment taxes due in respect of the Contracting Fee and to indemnify HSMF in the event PRS is required to pay any such taxes.

**4. EARLY TERMINATION OF THE TERM.**

(a) If PRS voluntarily ceases performing their Duties, becomes physically or mentally unable to perform their Duties, or is terminated for cause, then, in each instance, the Contracting Fee shall cease and terminate as of such date.

(b) This Agreement may be terminated, if mutually agreed upon by both parties, and a minimum written notice of 30 days shall be given.

(c) Upon termination under Sections 4(a) or 4(b), neither party shall have any further obligations under this Agreement, except for the obligations which by their terms survive this termination.

**5. WAIVER.** Any waiver by the PRS of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by the PRS shall be in writing.

6. **SEVERABILITY; REFORMATION.** In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

7. **ASSIGNMENT.** The PRS shall have the right to assign its rights and obligations under this Agreement to a party which assumes the PRS' obligations hereunder. HSMF shall not have the right to assign his/her rights or obligations under this Agreement without the prior written consent of PRS. This Agreement shall be binding upon and inure to the benefit of the PRS's heirs and legal representatives in the event of his/her death or disability.

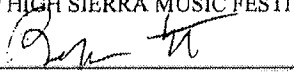
8. **AMENDMENTS.** This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by all parties hereto. Any amendment, consent, decision, waiver or other action to be made, taken or given by the PRS with respect to the Agreement shall be made, taken or given on behalf of the PRS only by authority of the PRS's Board of Directors.

9. **NOTICES.** Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the preamble to this Agreement or to such other addresses of which a party shall have notified the others in accordance with the provisions of Section 12.

10. **COMPLIANCE WITH LAW.** HSMF and PRS shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government relating to the performance of the Work, including any changes to such applicable laws, ordinances, codes and regulations of the federal, state and local government during the performance of the Work.

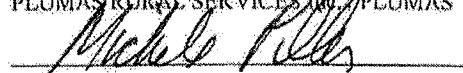
EXECUTED, under seal, effective as of the Effective Date.

ROY CARTER / HIGH SIERRA MUSIC FESTIVAL

By: 

Roy Carter

PLUMAS RURAL SERVICES INC. / PLUMAS TRANSIT



Michele Piller

Hereunto Duly Authorized

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**RESOLUTION NO. 13 -**

**A RESOLUTION ADOPTING THE RECOMMENDED BUDGET FOR PLUMAS COUNTY AND THE DEPENDENT SPECIAL DISTRICTS THEREIN FOR FISCAL YEAR 2013-2014, IN ACCORDANCE WITH GOVERNMENT CODE §29064**

**WHEREAS**, the Recommended Budget for FY 2013-2014 for Plumas County was prepared and distributed according to law, and a copy of the Proposed Budget is on file with the Clerk of the Board; and

**WHEREAS**, the Board of Supervisors now seeks to adopt the Recommended Budget in accordance with Government Code §29000 et. seq., and adopt recommended budgets for Special District for which the Board of Supervisors is the governing board.

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

1. The recommended budget has been modified as the result of meeting with departments in order to constitute the Recommended Budget for FY 2013-2014 for Plumas County and those Special Districts governed by the Board of Supervisors.
2. A copy of the Recommended Budget shall be filed with the Clerk of the Board.
3. All Capital Improvement Projects and Fixed Asset Purchases in the General Fund are frozen until final adoption of the FY 2013-2014 Budget or until individually approved by the Board of Supervisors.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a special meeting of said Board held on the 24th day of June, 2013 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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Chair, Board of Supervisors

**ATTEST:**

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Nancy DaForno,  
Executive Clerk/Board of Supervisors