

## **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 JANUARY 07, 2014 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

***HAPPY NEW YEAR***

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

### **PLEDGE OF ALLEGIANCE**

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

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **1. BOARD OF SUPERVISORS**

- A. Selection of Chair and Vice Chair of the Board of Supervisors for 2014
- B. Set schedule for interviews of Alcohol & Drug Administrator position
- C. Approve and authorize the Chair to execute Employment Agreement with Daniel Prince as Acting Chief Probation Officer. Approved as to form by County Counsel. Discussion and possible action
- D. Continued from December 17, 2013: Response to FY 2012-2013 Grand Jury Report. Discussion, possible action and/or direction to staff
- E. Correspondence
- F. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- G. Appointments

#### **CHILD ABUSE PREVENTION**

Appoint Members and Alternates to the Child Abuse Prevention Council for 2014 as submitted and recommended

### **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.

### **2. FLOOD CONTROL & WATER CONSERVATION DISTRICT – Robert Perreault**

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

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

### **3. DEPARTMENTAL MATTERS**

#### **A. ENVIRONMENTAL HEALTH – Jerry Sipe**

Adopt **RESOLUTION** Supporting Categorical Exemption for Low-Risk Hazardous Material Facilities from Unified Hazardous Material Management Program Business Plan Requirements. **Roll call vote**

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

Authorize the Department of Social Services to recruit and fill vacant, funded, and allocated 1.0 FTE Benefits Assistance Counselor I/II; and 1.0 FTE Office Assistant I/II positions. Discussion and possible action

#### **C. MENTAL HEALTH – Peter Livingston**

Authorize the Department of Mental Health to recruit and fill vacant, funded and allocated 1.0 FTE Department Fiscal Officer I/II; and 1.0 FTE Mental Health Therapist I/II or Behavioral Health Therapist I/II. Discussion and possible action

#### **D. PUBLIC WORKS – Robert Perreault**

1) Authorize the Department of Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Road Maintenance Worker I/II in Quincy. Discussion and possible action

2) Adopt **RESOLUTION** Re-Naming a Certain Road near the Town of Chester (Stover Mountain Road). **Roll call vote**

#### **E. PROBATION – Doug Carver**

Approve budget transfer request of \$53,750 from Regular Wages (20400-51000) to Other Wages (20400-51020 \$50,000) and Special Department Expense (20400-52400 \$3,750) to cover costs for wages and expenses of Acting Chief Probation Officer. Discussion and possible action

#### **F. AUDITOR/CONTROLLER – Roberta Allen**

Approve and authorize the Chair to execute renewal of Service Agreement between County of Plumas and Susan Scarlett for preparation of the FY 2013-2014 Plumas County Budget not to exceed \$30,000. Approved as to form by County Counsel. Discussion and possible action

### **4. 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. FISH & GAME ADVISORY COMMISSION**

Authorize the Plumas County Fish & Game Advisory Commission to release \$50,000 held for the Feather River Land Trust purchase of the Smith property in northwest Sierra Valley; said funds to be paid directly into escrow

#### **B. ELECTIONS**

Adopt **RESOLUTION** authorizing the Clerk-Recorder/Registrar of Voters to conduct all Federal, State and Local Elections for 2014

#### **C. CLERK OF THE BOARD**

Approve Board minutes for December 2013

#### **D. EARLY EDUCATION & CHILD CARE COUNCIL**

Approve and authorize the Chair to execute 2013 Certification Statement regarding composition of Local Planning Council Membership

**E. PUBLIC WORKS**

Approve extension for Extra-Help employee in the Public Works Engineering Department not to exceed an additional sixty (60) days

**F. BOARD OF SUPERVISORS**

Accept donation from Supervisor Thrall of \$483.17 for costs of Wi-Fi service at Almanor Rec Center

**5. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- B. Conference with Legal Counsel: Initiation of litigation pursuant to Subdivision (d)(4) of Government Code §54956.9 - Plumas National Forest Travel Management Plan
- C. 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, January 14, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.



1c

## EMPLOYMENT AGREEMENT

This Agreement is entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and DANIEL PRINCE, hereinafter referred to as "CONTRACT EMPLOYEE," for the provision of services to the COUNTY in the capacity of Acting Chief Probation Officer.

This Agreement is made with reference to following facts and circumstances:

- A. The COUNTY's current and incumbent Chief Probation Officer has been unavailable as a result of an extended excused absence.
- B. The date the incumbent Chief Probation Officer will return to active duty is not known at the time of this Agreement.
- C. From June 25, 2013, to the present, Doug Carver, has served as "Acting Chief Probation Officer during the absence of the incumbent Plumas County Chief Probation Officer. However, Mr. Carver's last day of work for Plumas County will be January 31, 2014.
- D. During the absence of the incumbent Chief Probation Officer, the Plumas County Probation Department is in need of experienced management and supervision to direct the activities of deputy probation officers and other staff to assure the delivery of competent services to Probation Department clients, the courts, victims of crime, and other persons and agencies with whom the Probation Department interacts.
- E. CONTRACT EMPLOYEE has experience and knowledge concerning the operation of a county probation department having served as the Superintendent of Nevada County Juvenile Hall, a Division of the Probation Department in Nevada County, California, and as the Director of Log Cabin Ranch, San Francisco Juvenile Probation Department in San Francisco, California.
- F. CONTRACT EMPLOYEE is willing and able to provide services to COUNTY as an "Acting Chief Probation Officer" during the absence of the incumbent Plumas County Chief Probation Officer.

The parties agree as follows:

### 1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Plumas County Acting Chief Probation Officer, and other duties as may be assigned. A copy of the Plumas County Chief Probation Officer's job description is set forth in Exhibit A, and incorporated herein by this reference. Unless otherwise required by law or direction of the court, CONTRACT EMPLOYEE shall act consistent with prior known policies and directions of the incumbent chief probation officer. CONTRACT EMPLOYEE's employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE's duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrative Officer (CAO), or in the absence of the CAO, the Chairperson of the Board of Supervisors, of any outside employment.

2. TERM

CONTRACT EMPLOYEE begins employment with Plumas County effective January 27, 2014, and upon the departure of Doug Carver on or about January 31, 2014, he shall assume the duties as the Acting Chief Probation Officer, and continuing until the occurrence of any of the following:

- a. The return to active duty of the current incumbent Plumas County Chief Probation Officer, Sharon Reinert.
- b. This Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a seven (7) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may 'buy-out' any part of the seven-day notice period, by providing the equivalent of 40 hours earnings, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE. At COUNTY's option, severance may be paid bi-weekly for the remainder of the notice period, or in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

- a. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
- b. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
- c. Gross insubordination.
- d. Misappropriation or theft.
- e. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board), County Administrative Officer (CAO), or Presiding Judge of the Plumas County Superior Court.
- f. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, Contract Employee shall immediately cease providing service pursuant to this contract and will not be provided the severance pay described above.

4. SALARY

CONTRACT EMPLOYEE shall be considered an "extra-help" employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. CONTRACT EMPLOYEE shall be paid at the hourly rate of forty-two and 41/100s dollars (\$42.41) for service as the Plumas County Acting Chief Probation Officer. In addition, CONTRACT EMPLOYEE shall be paid a Travel/Living Expense of five hundred and No/100s dollars (\$500.00) per month paid on a bi-weekly cycle together with his hourly earnings. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

[Not Applicable.]

6. BENEFITS

Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual)
- b. Vacation accrual: (based on 10 days per year for 1<sup>st</sup> and 2<sup>nd</sup> year, thereafter according to County Personnel Rules).
- c. PERS retirement: If CONTRACT EMPLOYEE is a "classic" member of the California Public Employees Retirement System (CalPERS), 2% at age 55, highest one (1) year; otherwise, CONTRACT EMPLOYEE is subject to PEPR which provides for 2% at 62, highest three (3) years.
- d. Holidays: Thirteen (13) paid holidays per year as listed in the County personnel rules.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

CONTRACT EMPLOYEE shall receive cost of living adjustments based on the COUNTY'S agreement with other County department heads.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time and sick leave in accordance with County policy.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

10. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief, to which such party may be entitled.

11. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that he has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that he shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

13. ENTIRE AGREEMENT

This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument, and have had the opportunity to consult with legal counsel prior to entering into this Agreement. Each warrants that it has either so consulted with legal counsel of its choice, or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to The Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St., Room 301, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

18. REPORTING

CONTRACT EMPLOYEE will report directly to the County Board of Supervisors through the CAO. If the office of CAO is vacant, CONTRACT EMPLOYEE will report directly to the County Board of Supervisor through the Chairperson of the Board of Supervisors.

19. GENERAL PROVISIONS

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

20. EFFECTIVE DATE

This Agreement shall be effective on January 27, 2014, (the "Effective Date") if approved and signed by both parties.

21. SIGNATURES

**COUNTY:**

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

**CONTRACT EMPLOYEE:**

By \_\_\_\_\_,  
\_\_\_\_\_, Chair  
Plumas County Board of Supervisors

Dated: \_\_\_\_\_

\_\_\_\_\_  
DANIEL PRINCE  
"Contract Employee"

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Nancy DaForno,  
Clerk of the Board of Supervisors

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
R. Craig Settlemire  
Plumas County Counsel

Dated: \_\_\_\_\_

[\\HMXL012041S\1 COCO SHARED\CONTRACTS\EMPLOYMENT CONTRACTS\PROBATION -- ACTING CHIEF -- PRINCE.DOC]

10

January 07, 2014

The Honorable Janet A. Hilde  
Presiding Judge  
Superior Court of California, County of Plumas County  
520 Main Street, Room 104  
Quincy, CA 95971

Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

Dear Judge Hilde:

Please find the Plumas County Board of Supervisors' response and comments to the 2012-2013 Plumas County Grand Jury final report. Each finding or recommendation in the Grand Jury's Report is quoted in *italics* and the Board of Supervisors' response is set forth immediately following.

**FINDINGS AND RECOMMENDATIONS:**

**Plumas County's Financial Situation:**

***Finding F1:*** "The audit found four recurring deficiencies. These are repeats of prior year findings.

***F1(a).*** "Lack of Timely Processing: Disbursements were paid in excess of 30 days past the invoice date of the vendor billing. The Auditor staff was not able to perform this function in a timely manner due to the departments not submitting claims for payment to the Auditor's office in a timely manner."

**Response:** The Board of Supervisors agrees that this was a finding of the Smith & Newell Audit Report for the Fiscal Year Ended June 30, 2012. Please see the Response to Recommendation R1(a), below.

***F1(b).*** "Sheriff Inmate Welfare Reconciliation: Although the Inmate Trust bank account is being reconciled to the accounting records on a monthly basis, the balance held in the account does not appear to be reconciled to an open listing of balances held for each inmate. The County could not provide a listing of balances held for inmates that reconciled to the bank balance."

**Response:** The Board of Supervisors agrees that this was a finding of the Smith & Newell Audit Report for the Fiscal Year Ended June 30, 2012. However, this is a matter that is more appropriately directed to the Sheriff's Office.



The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013

Page 2 of 24

---

***F1(c).** “Compensated Absences: For the close of FY 2011/2012, the audit exposed a negative balance of \$25,202 in the County’s Compensated Absences Account. In simple terms, the County paid out over \$25k to employees for vacation time, leave time, and comp time before the benefits were earned.”*

**Response:** The Board of Supervisors agrees that this was a finding of the Smith & Newell Audit Report for the Fiscal Year Ended June 30, 2012. However, the Board of Supervisors understands that the Plumas County Auditor has responded to this finding as follows:

“This is not true, and has been discussed with the outside auditors after completion of the audit. (Unfortunately the previous Auditor had resigned in May and a new Auditor was appointed in November just as the audit was wrapping up).

“The compensated leave balances account referred to in the audit is a tracking account for all types of leave hours that employees qualify for. When someone qualifies for any type of leave, the total hours available are calculated and posted to this account (as a negative). As the leave hours are used, the account is drawn down until the leave balance is zero. The payroll program tracks each person's leave total by employee number, but the balances are combined into this holding account.

“In reviewing the findings of the outside auditors for fiscal year 11/12, we have discovered that our system did allow the leave balances to go into the negative for two individuals for one pay period before it red flagged the pay category. To keep such errors from happening the Auditor’s office is double checking the leave balances as each payroll is run. The amount that was overpaid in respect to these two individuals is under \$1000.”

***F1(d).** “Risk Management – Landfill: The County does not have adequate insurance coverage for the landfill.”*

**Response:** The Board of Supervisors agrees that this was a finding of the Smith & Newell Audit Report for the Fiscal Year Ended June 30, 2012. Please see the Response to Recommendation R1(d), below.

***Finding F2:** “The audit found two new items requiring correction for this year:”*

***F2(a).** “Outside Bank Accounts: There is an inadequate review of all outside bank accounts. Various departments of the County hold bank accounts outside the County Treasury for which the purpose of these accounts is to collect credit card payments. There are several accounts that the County Auditor Controller’s office has not been obtaining monthly bank statements and reconciliations from the departments and the*



The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013

Page 3 of 24

---

*reconciled balance for one bank account had not been recorded on the general ledger of the County."*

**Response:** The Board of Supervisors agrees that this was a finding of the Smith & Newell Audit Report for the Fiscal Year Ended June 30, 2012.

***F2(b).** "Animal Control: There is a lack of controls within the Animal Control department and department employees are not following policies and procedures. Even though the Animal Control department is not authorized to accept cash and an employee writes a personal check to cover the amount of cash received, deposits the personal check with department deposit, and takes the cash. Good internal control requires proper cash handling. The risk of errors or irregularities is increased when department employees are not following proper policies and procedures."*

**Response:** The Board of Supervisors agrees that this was a finding of the Smith & Newell Audit Report for the Fiscal Year Ended June 30, 2012. However, Animal Control is a function within the Sheriff's Office. This finding is more appropriately addressed to the Sheriff's Office for a response.

***Finding F3:** "The General Fund's Unassigned Fund balance is down from \$410,299 in 2011 to zero as of June 30, 2012."*

**Response:** Unassigned Fund Balance as discussed in Finding F3 is not an indicator of any change in the financial health of the County. In the June 30, 2012 financial statements there is an increase in the "committed" fund balance of \$564,035, and the unassigned fund balance designation was not used at all.

***Finding F4:** "The County's Reserve Fund has been used to cover temporary shortfalls and to pay bills. GASB 54 (Governmental Accounting Standards Board) calls for a target balance of 8% of the previous year's General Fund revenues, or a minimum of \$2 million to be in the Reserve Fund account. The Reserve Fund balance was \$454,253 as of June 30, 2012."*

**Response:** The Board of Supervisors agrees that the County's reserve fund was used to cover temporary shortfalls and pay bills as the "Great Recession" began to take hold in Plumas County and the County government suffered declining General Fund revenue primarily as a result in the decrease in real estate values. Once the budget is adopted the reserve account cannot be changed for the year and therefore could not be used to cover temporary shortfalls. The Board also agrees that prior to the beginning of the Great Recession the Board of Supervisors had established a policy objective to maintain reserves at eight percent (8%), or a minimum of \$2 million. GASB 54 does not call for the target balance. However, the \$454,253 figure in Finding F4 was actually the assigned fund balance

The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013

Page 4 of 24

---

for the year. The “reserve account” balance was \$1,564,917. The reserve balances going back to 2007 are as follows:

<b>Fiscal Year</b>	<b>Reserve Balance</b>
2006-2007	\$2,893,085.00
2007-2008	\$2,293,085.00
2008-2009	\$2,433,968.00
2009-2010	\$1,983,968.00
2010-2011	\$1,983,968.00
2011-2012	\$1,564,917.00
2012-2013	\$1,564,917.00
2013-2014	\$2,000,000.00

In the budget for Fiscal Year 2013-2014, the Board of Supervisors approved an addition to the reserve of \$435,083.00 to bring the reserve balance back up to \$2,000,000 goal as established by the Plumas County Board of Supervisors.

***Finding 5:*** “Over the past 11 years, the County has spent on average \$397,353 more per year from the General Fund than it is taking in.”

**Response:** The Board of Supervisors disagrees with this Finding. According to the audited financial statements the following shows the use of or increase in Fund Balance in the General Fund. Over the past eleven (11) years the average use of fund balance was \$7,266 per year.

<b>Fiscal Year</b>	<b>Increase (or Use) of Fund Balance</b>
2001-2002	1,368,895.00
2002-2003	(156,892.00)
2003-2004	7,629.00
2004-2005	643,700.00
2005-2006	(121,529.00)
2006-2007	(339,246.00)
2007-2008	(145,304.00)

The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013

Page 5 of 24

---

Fiscal Year	Increase (or Use) of Fund Balance
2008-2009	(34,279.00)
2009-2010	109,515.00
2010-2011	(725,413.00)
2011-2012	(687,003.00)
Average over 11 years =	(7,266.09)

***Finding F6:*** “*The County Auditor reported that the County has not been funding its Retiree Health Benefit Program. As such the potential liability to the County as of this writing is approximately \$5.4 million dollars.*”

**Response:** The members of the Plumas County Board of Supervisors disagree in part with this finding. The statement is misleading. The \$5.4 million is not a potential liability in the context of an amount of money the County would have to pay as of June 30, 2013, for current liabilities for retiree health insurance. The County has been funding retiree health insurance each year on a pay-as-you-go basis (for Fiscal Years 2011-2012 and 2012-2013, the County paid approximately \$190,000 each year for retiree health insurance). The \$5.4 million figure is an estimate calculated by an actuarial firm that represents the present value of the amount of money the County would have to have on deposit as of June 30, 2013, to fund retiree health insurance benefits for all current **and future** retirees. In other words, if the County invested \$5.4 million as of June 30, 2013, earned five percent (5%) interest annually, and continued to pay the health insurance premiums of current retirees, the County would have enough funds to pay the health insurance of all current and future retirees over the next 26 years without having to make any outlays in future years.

Alternatively, the actuarial firm calculated the estimated annual contributions that could be invested *each year* to reach the same goal. This amount was \$237,843 for Fiscal Year 2011-2012, and \$267,855 for Fiscal Year 2012-2013 (assuming the current pay-as-you-go premiums were continued, \$196,690 and \$187,199 for each year, respectively). This is a much more realistic funding plan, given the fact that the County does not have the ability to invest the full \$5.4 million at this time. In order to begin the annual funding of the liability, the Plumas County Budget adopted for Fiscal Year 2013-2014 includes an appropriation to fund the full annual required contribution.

December 17, 2013

Page 6 of 24

---

**Recommendation R1.** *“The Grand Jury recommends that the County immediately correct the deficiencies found during the audit. These are repeats of prior year findings.”*

**Recommendation R1(a).** *“Modify procedures to ensure that County departments submit invoices to the Auditor for processing and payment in a timely manner.”*

**Response to Recommendation No. R1(a):** The recommendation has been implemented as provided in the Corrective Action Plan stated in the audit report by the Plumas County Auditor, “We will remind departments to submit the invoices and appropriate support documentation with sufficient time remaining for the County Auditor’s Office to complete processing within a thirty-day period. The County Auditor’s Office will work with department to improve the processing of claims.”

**Recommendation R1(b).** *“Reconcile the Inmate Trust bank account to an open listing of balances held by each inmate on a monthly basis. The detailed listing of inmate balances should be printed and maintained as an audit trail showing that this procedure was performed.”*

**Response to Recommendation No. R1(b):** This recommendation is more appropriately addressed to the Sheriff’s Office. However, the Board of Supervisors understands that the recommendation has been implemented as provided in the Corrective Action Plan stated in the audit report, “The [Sheriff’s] department has changed the methodology of reconciling this fund from spreadsheets to reconciling using an accounting software with the jail. The department is working with the County Auditor’s Office to improve this reconciliation process and listing of balances for each inmate.”

**Recommendation R1(c).** *“Review balances of compensated leave on a regular basis to determine that employees are not being paid for more time than what has accrued.”*

**Response to Recommendation No. R1(c):** The Board of Supervisors understands that the recommendation is in the process of being implemented as provided in the Corrective Action Plan stated in the audit report, “We have identified the issue and are working with County Information and Technology to resolve the issue.” Please also see the Response to Finding F1(c), above.

**Recommendation No. R1(d).** *“Maintain adequate insurance coverage for the landfill to minimize the risk of loss.”*

**Response to Recommendation No. R1(d):** This recommendation will require further study before being implemented. As provided in the Corrective Action Plan stated in

The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013

Page 7 of 24

---

the audit report, "The County is currently discussing the feasibility of obtaining this insurance coverage." While County Risk Management has confirmed the availability of such coverage, the Public Works Solid Waste Program will need to identify a funding source for the insurance premiums. For example, it may be necessary to process a solid waste collection fee increase to provide the necessary funding. Additional study should be completed by January 2014, with a decision with regard to implementation soon after.

***Recommendation No. R1(e).*** "Take steps to re-negotiate its employee retirement and sick leave policies to be more in line with other counties of similar size and population."

**Response to Recommendation No. R1(e):** This was not a deficiency found during the audit of the fiscal year ended June 30, 2012, nor is it listed as prior year recommendation. In any event, this recommendation has been substantially implemented in that as of August 2013 all but two employees are paying a greater portion of their retirement contribution than was the case two years prior. In the case of employees hired prior to January 1, 2013, this ranges from three percent (3%) to six percent (6%) of the seven percent (7%) "member contribution" in the case of employees in the "miscellaneous" classification; and up to eight percent (8%) of the "member contribution" in the case of employees in the "safety" classification. Employees hired on or after January 1, 2013, are subject to the new public employee retirement law ("PEPRA") and pay an even larger percentage toward their retirement benefit. With regard to sick leave, the County's labor negotiators have proposed a lower cap on the accrual of sick leave to various employee bargaining groups, but have yet to reach agreement on the topic.

***Recommendation No. R2.*** "The County needs to correct the deficiencies found during the audit."

***Recommendation No. R2(a).*** "Record on the County general ledger all bank accounts in the County's name, reconcile all outside bank accounts, and forward the information to the Auditor Controller monthly."

**Response to Recommendation R2(a):** This recommendation has been implemented by the County Auditor. As provided in the Corrective Action Plan stated in the audit report, "All outside bank accounts are properly recorded in the general ledger. We will remind departments that timely reconciled bank accounts and statements must be submitted to the County Auditor's Office each month."

***Recommendation No. R2(b).*** "All County departments must follow County policies and procedures for cash handling."

The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013

Page 8 of 24

---

**Response to Recommendation No. R2(b):** This recommendation has been implemented. The Board of Supervisors will continue to work with the Auditor and Treasurer's offices to monitor compliance.

**Recommendation No. R2(c).** *"All department employees must follow policies and procedures."*

**Response to Recommendation No. R2(c):** This recommendation has been implemented. The Board of Supervisors will work with County department heads to ensure that employees are aware of, and will follow, policies and procedures. Also, the Board of Supervisors will continue to work with the Auditor and Treasurer's offices to monitor compliance.

**Plumas County Legal Salary Report:**

**Finding F1.** *"It is apparent to this Grand Jury that there is, indeed, a significant compensation disparity between the Plumas County Counsel and the Plumas County District Attorney."*

**Response:** The Board of Supervisors agrees with this Finding. There is a compensation disparity, as there should be, between the County Counsel and the District Attorney. County Counsel is the legal counsel for all of the county departments and this requires a wider knowledge of all laws, not just criminal law, such as is the case with the District Attorney. The District Attorney is an elected position. Any licensed attorney is eligible to serve as a district attorney and previous experience as a prosecutor is not required. The County Counsel is a contracted, appointed employee whose reappointment is "at will." The Board of Supervisors can require a prospective county counsel to demonstrate much more extensive experience and breadth of knowledge than simply possessing a license to practice law. A thorough and fair investigation was not conducted by the Grand Jury. The County Counsel and staff reported that none of them were interviewed by the Grand Jury to review the workload and duties employed by the three-person staffed office. The Grand Jury states it looked at job descriptions instead of conducting face-to-face interviews with the County Counsel office staff to find out about caseload and duties. When the current County Counsel was hired, there was only one person in the office (the Paralegal) and a huge backlog of work due to the resignation of the former County Counsel. The County Counsel's job was reorganized in 2010 to include conducting labor negotiations, and that additional cost was added to the salary. Since his appointment, the County Counsel has taken on extra duties that were formerly conducted by the CAO and legal services that were formerly provided by the Flood Control District manager, all without additional compensation. The County Counsel salary is a negotiated salary, unlike the District Attorney and the rest of the Plumas County

The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013

Page 9 of 24

---

Elected Officials. Although the proposed salary range for the County Counsel was well publicized at the time of recruitment, there was no objection or criticism raised at that time.

***Finding F2.*** “Not only is there a significant difference between the salaries of the DA and the CC, the DA salary is woefully below the average for a county of our size and the CC is considerably higher than the average for a county of our size.”

**Response:** The Board of Supervisors agrees that there may be a disparity with other counties with District Attorney salary, the County Counsel salary, and all other county employee salaries when compared to other counties. However, what other counties pay is only one factor, among many factors, to consider when establishing the salaries of county officials and employees.

***Finding F3.*** “The size of the staff in the District Attorney’s Office, specifically the number of prosecutors available to prosecute crime is inadequate.”

**Response:** The Board of Supervisors disagrees. The District Attorney’s office is currently staffed at historic levels, as a deputy DA was recently hired.

***Recommendation No. 1.*** “The 2012-2013 Plumas County Civil Grand Jury recommends that the Board of Supervisors collaborates with the DA’s office to determine the extent of the need for added staff.

**Response to Recommendation No. 1:** This Recommendation has been implemented. The Board of Supervisors has granted every request for hire presented to the Board by the District Attorney’s office and continues to work with the District Attorney to address appropriate staffing levels within budgetary constraints.

***Recommendation No. 2.*** “Understanding that county budget constraints prohibit pay hikes at a time other county employees are taking pay cuts, the 2012-2013 Plumas County Grand Jury recommends that the Board of Supervisors takes every opportunity to adjust the salary of the District Attorney to a level commensurate with that of other counties of our size. As a minimum, the next budget year should allow for a 10% (approximately \$10,300) raise for the District Attorney, which would put him still below the average but would make a significant step to resolve the disparity.”

**Response to Recommendation No. 2:** This Recommendation will not be implemented in Fiscal Year 2013-2014 because it is not reasonable to do so given current budgetary constraints. The Board of Supervisors agrees that the District Attorney salary should be adjusted when the other elected officials (Sheriff, Treasurer/Tax Collector, Auditor, Assessor, and Clerk/Recorder) salaries are studied for salary adjustments and when budgetary constraints allow and are appropriate. As a result of the “Great Recession” Plumas

December 17, 2013

Page 10 of 24

---

County saw a significant decline in county revenues. Not only have County employees not received any cost of living adjustments since 2007-2008, but all employees have experienced decreased compensation as a result of having to contribute more to their own retirement plan and having to pick up a larger share of their insurance costs. Plumas County's recovery from the recession has lagged behind other areas of California. As mentioned in response to Finding F2, what other counties pay is only one factor, among many factors, to consider when establishing the salaries of county officials and employees.

***Recommendation No. 3.** "The 2012-2013 Plumas County Civil Grand Jury recommends that, before the next contract period, the Board of Supervisors considers adjusting the salary of the County Counsel down 10% (approximately \$16,800), which would continue to put him above the local counties average."*

**Response to Recommendation No. 3:** The Board of Supervisors agrees that when the County Counsel's current contract has expired, that salary and duties be reviewed and negotiated again. However, the Grand Jury should not recommend to the Board a reduction in salary of any department head, as this is not within their duties. The Board of Supervisors acknowledges that although the current County Counsel's four-year contract had not expired, the County Counsel nevertheless has picked up paying an additional three percent (3%) of salary toward retirement contribution (previously paid by the County); took unpaid furloughs for over one year amounting to a ten percent (10%) reduction in salary; and, for over a year and a half, has paid (and continues to pay) all increases in health insurance effective January 1, 2012. Although at times these changes have amounted to reduced compensation more than 13%, the workload of the County Counsel's office has not decreased, but has increased as additional duties were assigned by the Board to the County Counsel as described in the response to Finding F1. As mentioned in response to Finding F2, what other counties pay is only one factor, among many factors, to consider when establishing the salaries of county officials and employees.

### **Plumas County Jail Report**

***Finding F1.** "Electronic security systems in the control center are in partial failure due to previous power surges with no funds to repair or replace."*

**Response:** It is more appropriate for the Plumas County Sheriff to respond to this finding. To the extent the Board of Supervisors has budgetary authority with regard to the repair or replacement of electronic security systems at the jail, the Board has given, and will continue to give, careful consideration to the Sheriff's requests for funds for maintenance and repair of electronic security systems at the jail.

***Finding F2.** "At least three floor drains have been plugged with concrete, thereby compromising adequate drainage in food preparation areas."*



December 17, 2013

Page 11 of 24

---

**Response:** It is more appropriate for the Plumas County Sheriff to respond to this finding. To the extent the Board of Supervisors has budgetary authority with regard to the repair or replacement of plumbing systems at the jail, the Board has given, and will continue to give, careful consideration to the Sheriff's requests for funds for maintenance and repair of plumbing systems at the jail.

**Finding F3.** *"The jail lacks a sufficient number of electrical circuits and outlets resulting in over loading of electrical systems."*

**Response:** It is more appropriate for the Plumas County Sheriff to respond to this finding. To the extent the Board of Supervisors has budgetary authority with regard to the repair or replacement of electrical systems at the jail, the Board has given, and will continue to give, careful consideration to the Sheriff's requests for funds for maintenance and repair of electronic security systems at the jail.

**Finding F4.** *"Missing filters from the kitchen hood allows grease to accumulate in the flue. The exhaust fan was found to be pushing air into the kitchen rather than exhausting it."*

**Response:** It is more appropriate for the Plumas County Sheriff to respond to this finding. To the extent the Board of Supervisors has budgetary authority with regard to the repair or replacement of kitchen fixtures at the jail, the Board has given, and will continue to give, careful consideration to the Sheriff's requests for funds for maintenance and repair of kitchen fixtures at the jail.

**Finding No. 5.** *"The last Health Department inspection was completed 3 years ago."*

**Response:** It is more appropriate for the Plumas County Sheriff to respond to this finding since this does not involve a budgetary matter over which the Board of Supervisors has budgetary authority.

**Finding No.6:** *"The Jail's Policy and Operations Manual is still outdated as reported in previous 2010-2011 and the 2011-2012 Grand Jury Reports."*

**Response:** It is more appropriate for the Plumas County Sheriff to respond to this finding since this does not involve a budgetary matter over which the Board of Supervisors has budgetary authority.

**Recommendation R1.** *"The Grand Jury recommends that the Plumas County Board of Supervisors make Public Safety their number one priority for Plumas County. The Grand Jury requests the Board of Supervisors respond to this recommendation."*

The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013

Page 12 of 24

---

**Response to Recommendation R1:** This recommendation has been implemented.

The Board of Supervisors does make Public Safety a priority and allocates the greatest percentage of the county general fund budget to law enforcement and public safety. However, we must live within available resources. The Board of Supervisors has not cut or restricted the Sheriff from increasing his staff.

***Recommendation R2.** “The Grand Jury strongly recommends the Board of Supervisors support the Sheriff in the acquisition of a new Correctional Facility and Administration Office, and submit a plan for public comment that will move this much needed project forward. The Grand Jury requests the Board of Supervisors respond to this recommendation.”*

**Response to Recommendation R2:** This recommendation has been implemented in part. The Board of Supervisors continues to work with the Sheriff to seek funds and appropriate land to build a new correctional facility. Any plan developed for a new facility will be subject to public comment at a meeting of the Board of Supervisors. At this time, we do not have the funding to build a new correctional facility. We will continue to look for ways to fund a new correctional facility.”

***Recommendation R3.** “The Grand Jury recommends that the Board of Supervisors increase the Sheriff’s Jail budget when requested by the Sheriff, specifically targeting staffing and essential inmate needs. The Grand Jury requests the Board of Supervisors respond to this recommendation.”*

**Response to Recommendation R3:** This recommendation has been implemented. The County’s budget consultant, the County Auditor, and members of the Board of Supervisors met with the Sheriff to carefully consider all the Sheriff’s budgetary requests for the Jail with regard to the staffing and essential inmate needs in developing the County Budget for Fiscal Year 2013-2014. The Sheriff had an opportunity to personally address the full Board of Supervisors in open and public workshop sessions relating to the Budget. The Board of Supervisors approved the Sheriff’s revised budget and staffing requests with regard to the jail. The Board of Supervisors takes this opportunity to commend the Sheriff’s careful and prudent use of limited County resources when it comes to the operation of the jail facility.

***Recommendation R4.** “The Grand Jury recommends that the Board of Supervisors make an annual tour of the Jail Facility when requested by the Sheriff. The Grand Jury requests a response to this recommendation.”*

**Response to Recommendation R4:** Since this recommendation does not involve budgetary or personnel matters over which the Board of Supervisors has some decision making authority, a response by the Board of Supervisors is not required. However, members of the

The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013

Page 13 of 24

---

Board of Supervisors have toured the jail in the past. Members of the Board of Supervisors will tour the jail in the future as necessary to be adequately informed.

**Recommendation R5.** *“The Grand Jury encourages the Board of Supervisors to do a ride-along with a Deputy when requested by the Sheriff, within three months of this report. This would enable the Board of Supervisors to have a clearer understanding of what Deputies are facing with the implementation of AB-109, the Federal Consent Decree and the effects on Officer Safety, both on the street and within the Jail. The Grand Jury requests the Board of Supervisors respond to this recommendation.”*

**Response to Recommendation R5:** Since this recommendation does not involve budgetary or personnel matters over which the Board of Supervisors has some decision making authority, a response by the Board of Supervisors is not required. However, members of the Board of Supervisors are willing to consider a ride-along with a deputy and will confer with the Sheriff concerning the recommendation.

**Plumas County Probation Department Report**

**Finding F1:** *“The Probation Department prepares presentencing reports, using their best judgment about public safety, and information regarding the offender’s background, for the court’s use in sentencing. These court mandated reports can take a minimum 6 to 8 hours to complete and often more. Their case load is not a factor in preparing the presentencing report so they have no control over the total number of cases they are required to handle.”*

**Response:** The Board of Supervisors substantially agrees with this finding, and, in particular, adopts the following information provided by Acting Chief Probation Officer Douglas Carver:

It is true that the volume of Pre-Sentence reports is not under the control of the Probation Department. It is a function of the workload of the Courts and the number of cases referred from the Courts. The reports are one of the many mandated functions the Probation Department is required by statute to perform. The reports are required by the Rules of Court to contain certain information. This includes the current charges adjudicated, a synopsis of the current offense, defendant’s prior criminal history, social history, addiction history, victim’s statement and financial loss calculation, applicable laws for sentencing and a sentencing recommendation. Appointments must be made with the defendant, law enforcement agency and victims in order to conduct interviews and gather information. The reports are complex and time consuming to prepare. There is a corresponding report that is required to be prepared in regards to juvenile offenders known as a Dispositional Report that the Probation Department is required to prepare. Pre-Sentence and Dispositional reports are one of many mandated functions the Probation Department must carry out.

The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013  
Page 14 of 24

---

**Finding F2:** *“Interviews with the County Board of Supervisors have found that the majority of the Board does not have public safety as their #1 priority for Plumas County.”*

**Response:** The Board of Supervisors disagrees with this finding. “Public safety” in Plumas County needs to be viewed as an entire system. Probation is a part of the Criminal Justice System, which is comprised of the District Attorney, Sheriff’s Department, Probation, Public Defenders, and Courts. All but the Courts are primarily funded by the County’s General Fund and together receive the greatest portion of the General Fund. Recent years, during the Great Recession, saw a significant decline in Plumas County General Fund revenues. While there was some decrease in General Fund contributions to the criminal justice system departments of Plumas County government mentioned above, even greater reductions, including the elimination or partial elimination of some jobs, occurred in other departments’ General Fund contributions.

**Finding F3:** *“Grand Jury determined there is minimal support from the Board of Supervisors regarding department staffing levels.”*

**Response:** The Board of Supervisors disagrees with this finding. The Board of Supervisors supports having adequate Probation Department staffing levels. Over the last five years, the Probation Department has had the following position allocations:

Fiscal Year	08-09	09-10	10-11	11-12	12-13
Positions	14.875	17.875	16.875	20.625	21.125

**Finding F4:** *“The Probation Department is extremely under budgeted.”*

**Response:** The Board of Supervisors disagrees with this finding. Over the last five years, the Probation Department has received the following appropriations from the Plumas County General Fund and other sources:

Fiscal Year	09-10	10-11	11-12	12-13	13-14
Appropriation	\$1,072,462	\$1,333,855	\$1,348,484	\$1,213,622	\$1,327,389

Although the General Fund contribution was decreased in Fiscal Year 2012-2013, the Probation Department still *underspent* its appropriation from all sources in the prior fiscal year by \$283,381, or approximately 18% of the budget.

**Finding F5.** *“The Probation Department is critically under staffed because of budget cuts and the inability to fill positions.”*

December 17, 2013

Page 15 of 24

---

**Response:** The Board of Supervisors disagrees with this finding. Please see the response to the Finding F4 with regard to budgeting. As to “inability to fill positions,” this is partially correct, but the inability to fill positions is not a result of budget cuts as implied by this Finding. There a number of factors that affect the ability to fill positions as discussed below in the response to Findings F8.

***Finding F6. “The Department Head must depend on grant monies to pay some salary positions.”***

**Response:** The Board of Supervisors agrees with this finding, but that is to be expected, since the state and federal governments offer grants or categorical funding to address specified goals or objectives. As stated by Acting Chief Probation Officer Douglas Carver, “Grant funds must be screened to be sure that they can legally be used to pay salaries. Some grant funds have prohibitions against being used to fund salaries. Grants for treatment or rehabilitation purposes often times have ratios that specify how much can be expended on salaries and how much for treatment. Additionally those salaries paid out of grants limit the position from working on caseloads or projects that are outside of the grant funding parameters.”

***Finding F7. “The Deputy Probation Officer (DPO) compensation is lower than those counties of similar size and population of Plumas County.”***

**Response:** The Board of Supervisors disagrees in part with this finding to the extent it suggests that Plumas County compensation for entry level deputy probation officers is lower than all comparable counties. Acting Chief Probation Officer Douglas Carver advises, “The Chief Probation Officers of California organization prepares a salary survey each year. According to the 2012 Survey comparing entry level Deputy Probation Officer salaries, Plumas ranked 49<sup>th</sup> out of 55 counties reporting. Comparing the 9 closest in size counties Plumas ranked 2<sup>nd</sup> to last by only \$44.”

***Finding F8. “Plumas County is losing experienced DPO’s to other counties, due to better opportunity, advancement possibilities and salary.”***

**Response:** The Board of Supervisors agrees that there are many factors that hinder hiring and retention of deputy probation officers in Plumas County. In addition to compensation (see response to Finding No. 7), acting Chief Probation Officer Douglas Carver advises, “This is more a function of Plumas County hiring out of the area DPOs who, after having been trained by Plumas County, are an attractive candidate to move back to their counties of original residence. Additionally, there has been a huge hiring burst going on throughout the State in regards to probation officers creating ideal situations to move to home counties with better benefits. Plumas County is a small department and has a flat administration structure

The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013

Page 16 of 24

---

so there are not a lot of upward advancement opportunities available. It is easier to take a job with a larger department than to advance in Plumas County Probation.”

**Finding F9.** *“When the Probation Department lost a line supervisor, the Board of Supervisors would not authorize the funding to replace that staff member.”*

**Response:** The Board of Supervisors disagrees with this Finding because there are insufficient details, making it misleading. The Board assumes that the Grand Jury is referring to the situation where a Deputy Probation Officer III promoted to the Supervising Probation Officer position in the prior fiscal year, then elected to return to the Deputy Probation Officer III position in the next fiscal year. However, that Deputy Probation Officer III position was not funded in the current fiscal year (FY 2012-2013). At the December 18, 2012, meeting of the Board of Supervisors, the Chief Probation Officer sought *additional funding* from the General Fund Contingency account in the amount of \$30,059 in order to fund *both positions*, rather than rely on the existing funding appropriated to the Probation Department. On a four to one vote, the Board denied the request for additional funding and denied the request to fill the position absent the identification of the funding for the position. The additional funding requested was not necessary because, as it turned out, the Probation Department underspent its appropriation for the year by \$283,381 as discussed in the response to Finding F4, above.

**Finding F10.** *“SB678, enacted in 2009, grant monies took a 94% decrease, and going from \$400,000 to \$24,000 in 2012, further exacerbating the department’s funding issues.”*

**Response:** The Board of Supervisors disagrees with this Finding. Acting Chief Probation Officer Douglas Carver advises, “The amount of SB 678 money received by Plumas County Probation for 2012 was \$342,825, the amount received in 2011 was \$423,932, thus only a 19% decrease. The \$24,000 figure quite possibly came from a preliminary estimate for SB 678 funding that came out of the Governor’s May revise budget that was never enacted. That figure was put out early on in the State political budget meetings in order to force full funding.”

**Finding F11.** *“A BoS Member stated that “arming probation officers would place them in a higher cost retirement category, costing the County money”. It was suggested probation call a deputy if they got “in trouble.” Lack of adequate availability due to Sheriff’s Office personnel makes this an officer safety issue. The Plumas County Grand Jury found this comment to typify the County Board of Supervisor’s attitude towards both officer and public safety and was found to be short sighted.”*

**Response:** The Board of Supervisors disagrees with this finding in part. The Board of Supervisors had been previously informed that arming deputy probation officers would require “safety” retirement classification with the California Public Employees Retirement

December 17, 2013

Page 17 of 24

---

System (CalPERS) at a much higher cost to the County (and the employee) than is the case for the current “miscellaneous” classification applicable to Plumas County probation officers. Recently, the Acting Chief Probation Officer has informed the Board of Supervisors that probation officers may be armed without the requirement of the “safety” classification for CalPERS purposes. However, as indicated in the response to Finding F13, below, the Acting Chief Probation Officer has noted that an arming program must be carefully planned for, policy drafted, trained for, and implemented in a limited assignment based manner. Department personnel must be up to the task and responsibility of being armed. Arming probation officers will result in additional cost to the County for training, maintenance of skills, proficiency, and qualification, and higher salaries and benefits. Alternatives to arming probation officers also need to be considered. For example, because of the expected increase in high risk probationers as a result of the AB 109 shift from state prisons to local supervision, the Board of Supervisors has approved the funding of a Plumas County Deputy Sheriff position for the express purpose of accompanying unarmed probation officers on field visits with such higher risk probationers.

***Finding F12.*** “*The Board of Supervisors mandated the Probation Department move to the Courthouse Annex, while every staff member interviewed felt the move an ill-conceived and an unwarranted waste of time and resources.*”

**Response:** The Board of Supervisors agrees that the Board required the Probation Department to relocate from its former offices in East Quincy to its present offices in the Courthouse Annex. The Board also agrees that there were staff employees of the Probation Department that were opposed to the move. However, the opinions of the staff members are misplaced. There is a surplus of County government office space. There was space available in the County’s newest office building as a result of other tenants relocating. Relocating the Probation Department to the Annex reduces County expenses and frees up the former office building for sale or lease. In addition, the move has proved to be successful, providing probation officers easy access to other county services for probationers. The Board of Supervisors looks for ways to consolidate departments and sell unneeded buildings to save the taxpayers’ money.

***Finding F13.*** “*In spite of the number of high risk offenders, there are no Deputy Probation Officers (DPO) authorized to carry firearms; this is due to the fact that there is no Policy and Procedure in place regarding “Use of Force” as well as the lack of funds for required training.*”

**Response:** The Board of Supervisors generally agrees with this finding, although the Board disagrees with the implicit conclusion that probation officers should be armed. Whether or not probation officers should be armed will require further study. The Board of Supervisors will work with the Chief Probation Officer to address this. Acting Chief Probation Officer Douglas Carver has offered the following comments and observations:

December 17, 2013

Page 18 of 24

---

The Department needs to develop a Use of Force Policy, as the Department uses less than lethal force options presently. Currently there are no lethal force (armed) trained Deputy Probation Officers in the Department. Those Officers trained in the past have left the Department. It is true the Department is supervising a potentially higher risk offender. However an arming program must be carefully planned for, policy drafted, trained for and implemented in a limited assignment based manner. Department personnel must be up to the task and responsibility of being armed. Under California law and California Attorney General opinion the Chief Probation Officer has the sole authority to arm Officers within the Probation Department. This authority cannot be taken lightly and must be used in careful consideration of a variety of factors. An arming program [will] cost money as armed officers are subject to additional training, maintenance of skill proficiency and qualification requirements. There is some funding for training available through the Standards for Training in Corrections (STC) program; however it is not nearly enough to cover the cost of a properly implemented arming program.

See also, the Response to Recommendation No. 4, below.

***Finding F14.*** “*Probation Officers have personal safety concerns in dealing with increasing numbers high risk offenders, partially due to AB-109.*”

**Response:** The Board of Supervisors agrees that AB 109 has made it necessary for deputy probation officers to deal with an increased number of high risk offenders. Acting Chief Probation Officer Douglas Carver has provided the following comments and observations: “Currently the Probation Department is doing very limited field work. Any field work that is being done is vetted against a risk assessment and potential for violence to officers or community members. Additionally much of the field work is coordinated with Sheriff Department personnel and conducted in a team approach. This has gone a long way to ensure officer safety and relieve the concerns of the Probation Officers.” As indicated in the response to Finding F11, above, the Board of Supervisors approved a request that resulted in the funding of a Plumas County Deputy Sheriff position for the express purpose of accompanying unarmed probation officers on field visits with such higher risk probationers.

***Finding F15.*** “*There are varied perceptions by Probation Office Staff of overall Judicial oversight.*”

**Response:** The Board of Supervisors has no reason to question this finding. Acting Chief Probation Officer Douglas Carver advises: “The Probation Department operates in a unique position in the judicial system. While the Chief Probation Officer is appointed by the Courts all of the employees are County employees. The Department is dependent on the Board of Supervisors for all personnel, budget and facilities matters. The Probation Department works for the Courts in preparing all the Court mandated / ordered reports, yet work out in the community supervising offenders.”



The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013

Page 19 of 24

---

***Finding F16.*** “Due to the lack of personnel there is [sic.] high case/workloads resulting in low morale. Currently there are approximately 275 adult probationers and 30 juvenile probationers.”

**Response:** The Board of Supervisors generally agrees with this finding. As indicated in the response to Finding F3, the Board of Supervisors has authorized a sufficient number of positions in the Probation Department which, if filled, would reduce the individual caseloads on deputy probation officers to more manageable levels. The Board of Supervisors will work with the Chief Probation Officer to fill positions and work on incentives to keep deputy probation officers in Plumas County. See the response to Finding F8 with regard to retention of deputy probation officers.

***Finding No. 17.*** “There is no Line Probation Supervisor for the Probation Officers.”

**Response:** The Board of Supervisors agrees with this finding. Currently the Supervising Probation Officer position is vacant. The position is authorized but not funded. It is the understanding of the Board of Supervisors that the Acting Chief Probation Officer has tentatively identified a source of funding and will be going before the Board of Supervisors to seek approval to fill this vacancy.

***Finding F18.*** “There are currently 9 vacant positions out of 21 full time positions.”

**Response:** The Board of Supervisors disagrees, in part, with this finding. There are 20.625 full-time equivalent (FTE) positions allocated for the Probation Department. While positions may be allocated to the Probation Department that does not mean they are all funded. Probation must find a funding source before gaining permission to fill some of the positions. As of November 2013, 9 FTE positions are filled, leaving 11.625 FTE positions vacant.

***Finding F19.*** “Staff members use their own vehicles to come to the Court House from the Probation Department due to few County vehicles being available.”

**Response:** The Board of Supervisors disagrees with this finding. Acting Chief Probation Officer Douglas Carver advises, “With current staffing there are more than enough vehicles for Probation staff to use for official county business. There are five vehicles available for employee use. Many Department employees drive their personal vehicles so that they may smoke or run personal errands after conducting county business. This finding appears to have resolved itself through Department attrition.”

***Finding F20.*** “The Chief Probation Officer (CPO) has nearly 20 years of experience.”

The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013

Page 20 of 24

---

**Response:** The Board of Supervisors generally agrees with this finding. The current Chief Probation Officer has six (6) years of experience in that position, having been appointed Plumas County Chief Probation Officer by the presiding judge of the Plumas Superior Court on April 18, 2007. Prior to appointment as Chief Probation Officer, the incumbent had 12 ½ years' experience as a probation officer in the Plumas County Probation Department.

**Finding F21.** *"The Probation Department and the Sheriff Department have a cooperative working relationship."*

**Response:** The Board of Supervisors agrees with this finding, and observes that the Probation Department and Sheriff *should* have a cooperative working relationship. Acting Chief Probation Officer Douglas Carver has observed, "I believe the two Departments have a very good collaborative relationship. The Sheriff's Department is ready to assist the Probation Department at any time they are able. The Sheriff's Department is working within the constraints of their own staffing shortage but has not let this interfere in their support to the Probation Department. In the upcoming year the Probation Department will be working on implementing a closer partnership with the Sheriff's Department in developing some new strategies in working effectively and efficiently."

**Finding F22:** *"The District Attorney and the Probation Department have a cordial working relationship."*

**Response:** The Board of Supervisors agrees with this finding, and observes that the District Attorney and the Probation Department *should* have a good working relationship. Acting Chief Probation Officer Douglas Carver has observed, "The District Attorney and Probation work together. There has been some blurring of the duties and responsibilities between the two Departments as the District Attorney runs the Alternative Sentencing Program, which is normally operated and under the supervision of the Probation Department. The issues are not insurmountable and solutions are available to allow both Departments to operate effectively and efficiently in conjunction with each other."

**Finding F23:** *"Interaction between the Board of Supervisors and the Chief Probation Officer continues to be confrontational, demeaning, and unprofessional toward the CPO."*

**Response:** The Board of Supervisors disagrees with this finding. The Board of Supervisors continues to treat all county department heads and staff in a professional and respectful way.

**Recommendation R1.** *"Plumas County Grand Jury recommends that the Board of Supervisors make public safety their unanimous top priority for the protection and the wellbeing of the citizens of Plumas County. The Grand Jury requests the Board of Supervisors respond to this recommendation."*

December 17, 2013

Page 21 of 24

---

**Response to Recommendation No. 1:** This recommendation has been implemented. The Board of Supervisors rejects the implication of this recommendation that the Board does not have public safety as its priority. As stated in the response to Recommendation R1 in the Jail report section, above, the Board of Supervisors does make public safety a priority and allocates the greatest percentage of the county general fund budget to law enforcement and public safety. However, we must live within available resources. Also, as is stated in the response to Finding F2, above, “public safety” in Plumas County needs to be viewed as an entire system. Probation is a part of the Criminal Justice System, which is comprised of the District Attorney, Sheriff’s Department, Probation, Public Defenders, and Courts. All but the Courts are primarily funded by the County’s General Fund and together receive the greatest portion of the General Fund. Recent years, during the Great Recession, saw a significant decline in Plumas County General Fund revenues. While there was some decrease in General Fund contributions to the criminal justice system departments of Plumas County government mentioned above, even greater reductions, including the elimination or partial elimination of some jobs, occurred in other departments’ General Fund contributions.

**Recommendation No. 2.** *“The Board of Supervisors should place an emphasis on returning the Probation Department’s staffing levels to sustainable working levels and attain a better caseload ratio by increasing the budget to authorize the hiring of additional probation officers. The Grand Jury requests the Board of Supervisors respond to this recommendation.”*

**Response to Recommendation No. 2:** While the Board of Supervisors agrees with the recommendation that additional deputy probation officers be hired in order to attain a better caseload ratio, the Board does not agree that it is reasonable and appropriate to increase the budget to hire additional deputy probation officers when there are a sufficient number of allocated positions that are presently funded by the budget, but are unfilled. The Board of Supervisors will work with the Chief Probation Officer to address staffing levels in the Probation Department.

**Recommendation No. 3.** *“At the request of the Chief Probation Officer, the Board of Supervisors should increase the budget to authorize hiring additional probation officers so more probationers, who may be a threat to public safety, can be kept in the actively supervised categories. Grand Jury requests the Board of Supervisors respond to this recommendation.”*

**Response to Recommendation No. 3:** While the Board of Supervisors agrees with the recommendation that additional deputy probation officers be hired in order to actively supervise more probationers, the Board does not agree that it is reasonable and appropriate to increase the budget to hire additional deputy probation officers when there are a sufficient number of allocated positions that are presently funded by the budget, but are unfilled. The

December 17, 2013  
Page 22 of 24

---

Board of Supervisors will work with the Chief Probation Officer to address staffing levels in the Probation Department.

***Recommendation No. 4.*** “*The Board of Supervisors should support the CPO in the arming of those DPO’s that must work with high risk probationers to ensure their personal protection. The Grand Jury requests the Board of Supervisors respond to this recommendation.*”

**Response to Recommendation No. 4:** The recommendation has not been implemented and requires further analysis. Whether or not probation officers should be armed will require further study. The Board of Supervisors will work with the Chief Probation Officer to address this and is willing to consider the presentation of a study and report from the Chief Probation Officer of the need for armed probation officers in Plumas County, the cost of arming probation officers (e.g., additional training, maintenance of skills, proficiency, and qualifications, and salary and benefit expenses), the expected benefits from arming probation officers, and alternatives to arming probation officers (such as unarmed deputy probation officers partnering with Sheriff’s deputies to monitor higher risk probationers). The Board of Supervisors would expect to receive such a study in January 2014. As noted in the response to finding F13, above, Acting Chief Probation Officer Douglas Carver has offered the following comments and observations:

The Department needs to develop a Use of Force Policy, as the Department uses less than lethal force options presently. Currently there are no lethal force (armed) trained Deputy Probation Officers in the Department. Those Officers trained in the past have left the Department. It is true the Department is supervising a potentially higher risk offender. However an arming program must be carefully planned for, policy drafted, trained for and implemented in a limited assignment based manner. Department personnel must be up to the task and responsibility of being armed. Under California law and California Attorney General opinion the Chief Probation Officer has the sole authority to arm Officers within the Probation Department. This authority cannot be taken lightly and must be used in careful consideration of a variety of factors. An arming program [will] cost money as armed officers are subject to additional training, maintenance of skill proficiency and qualification requirements. There is some funding for training available through the Standards for Training in Corrections (STC) program; however it is not nearly enough to cover the cost of a properly implemented arming program.

***Recommendation No. 5.*** “*The Grand Jury believes the Board of Supervisors must recognize that the criminal justice dollar is favorably placed in probation efforts. By making a commitment to invest in probation services, Plumas County can increase rehabilitation of offenders, thereby decreasing recidivism and the high cost of re-incarceration. The Grand Jury requests the Board of Supervisors respond to this recommendation.*”

The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013

Page 23 of 24

---

**Response to Recommendation No. 5:** This Recommendation has been implemented in that the Board of Supervisors recognizes the value of probation services to increase the rehabilitation and of offenders, decrease recidivism, and avoid the higher cost of re-incarceration. The Board of Supervisors rejects the implication of this recommendation (and the other recommendations and findings concerning the Probation Department) that the Plumas County Probation Department has been inadequately funded in relation to all other demands upon the County's General Fund. The Board of Supervisors will continue to work with the Chief Probation Officer to address staffing levels in the Probation Department and work to increase rehabilitation of offenders and ways to decrease recidivism to stop re-incarceration.

***Recommendation No. 6.** "The Board of Supervisors should work toward fostering a more constructive working relationship with the CPO based on professionalism and respect for each other's values and viewpoints. The Grand Jury requests the Board of Supervisors respond to this recommendation."*

**Response to Recommendation No. 6:** This recommendation has been implemented. The Board of Supervisors will continue to work with the CPO in a professional and respectful manner.

***Recommendation No. 7.** "The Grand Jury further recommends that should there ever be any kind of potential conflict of interest that could be construed, that County Supervisor must recuse from any decision making in regards to that Department. This action will ensure all efforts are in place to preserve transparency, ethics and prevent possible conflict. The Grand Jury requests the Board of Supervisors respond to this recommendation."*

**Response to Recommendation No. 7:** The Board of Supervisors observes that the avoidance of a conflict of interest by an individual member of a county board of supervisors is the individual responsibility of the individual member. Members of the Board of Supervisors are mandated by law to take an ethics course every two years to be educated about transparency, ethics, and conflicts of interest and recuse themselves in decision-making when conflicts of interest appear."

Respectfully submitted,

PLUMAS COUNTY BOARD OF SUPERVISORS

By \_\_\_\_\_  
Terry L. Swofford, Chair

LS:cs

The Honorable Janet A. Hilde, Presiding Judge  
Superior Court of California, County of Plumas County  
Re: **RESPONSE TO 2012-2013 PLUMAS COUNTY GRAND JURY REPORT**

December 17, 2013

Page 24 of 24

---

[Z:\Memos\Grand Jury Findings and Recommendations 2012-2013 draft.doc]

cc:

1. Plumas County Clerk
2. 2013-2014 Plumas County Grand Jury

16

## Plumas Children's Council

Plumas County's Child Abuse Prevention Council

Janine  
Coordinator

P.O. Box 382  
Quincy, CA 95971

(530) 283-5333  
[janine@plumaschildren.org](mailto:janine@plumaschildren.org)

**DATE:** December 30, 2014

**TO:** The Honorable Plumas County Board of Supervisors

**FROM:** Janine, Coordinator

**SUBJECT:** Council Membership

---

**RECOMMENDATION/ACTION:** I am requesting that the Board appoint Members and Alternates to the Child Abuse Prevention Council for 2014.

**BACKGROUND:** Attached please find the current list of Members and Alternates for the Plumas County Child Abuse Prevention Council that need to be appointed for 2014.

Thank you.





# Plumas County Environmental Health

270 County Hospital Rd., Ste 127, Quincy CA 95971

Environmental Health Quincy  
Phone 530-283-6355  
FAX 530-283-6241

Environmental Health Chester  
Phone 530-258-2538  
FAX 530-258-2844

3A

**Date:** December 23, 2013

**To:** Honorable Board of Supervisors

**From:** Jerry Sipe, Environmental Health

**RE:** Board of Supervisor Agenda Item for January 7, 2014

**Recommendation:** Approve a Resolution supporting categorical exemption for low risk facilities from hazardous materials business plan program requirements.

**Background and Discussion:** As the Board is aware, Environmental Health is the local Certified Unified Program Agency (CUPA) responsible to implement and enforce the state's unified hazardous materials management program. This program, among other things, requires businesses that store hazardous materials exceeding certain threshold quantities to develop emergency response/contingency plans and report the types, locations, and quantities of hazardous materials handled or stored. The CUPA in turn provides this information to local fire and emergency responders, and develops area plans to effectively respond to hazardous materials incidents and releases.

State law allows Environmental Health, acting as the CUPA, to exempt certain hazardous materials handlers from these requirements. This exemption only applies to the Business Plan element of the hazardous materials program, and only to low risk facilities or handlers. Additionally, the CUPA must make a finding that the exemption would not pose a significant present or potential risk to health, safety, or the environment and public input must be considered in the exemption process. Because Plumas and Sierra Counties share program staff and have a number of low-risk businesses like farms and ranches that operate in both counties, both CUPAs want to coordinate the exemption criteria and implementation processes. Over the past few months, a small working group comprised of individuals from both counties has developed a standardized approach for these exemptions including consistent requirements for exemption eligibility, consistent application paperwork and a plan for consistent outreach and information to regulated businesses.

At this time, the Board is asked to approve a resolution supporting the implementation of standardized categorical exemption for low-risk hazardous materials facilities from the hazardous materials business plan. The Environmental Health Director will continue developing the necessary exemption processes and applications and working with Sierra County CUPA to ensure consistent and coordinated program implementation. The proposed resolution has been reviewed and approved as to form by County Council and is attached for your consideration.

If you have any questions, please contact me at 283-6367. Thank you.



Plumas County Resolution Number \_\_\_\_\_

**A RESOLUTION SUPPORTING CATEGORICAL EXEMPTION FOR LOW-RISK  
HAZARDOUS MATERIALS FACILITIES FROM UNIFIED HAZARDOUS MATERIAL  
MANAGEMENT PROGRAM BUSINESS PLAN REQUIREMENTS**

**WHEREAS**, Environmental Health is the Certified Unified Program Agency (CUPA) for Plumas County to administer and carry out the Unified Hazardous Materials Management program countywide; and

**WHEREAS**, California Health and Safety Code Section 25507(a) requires that businesses that handle certain types of hazardous materials establish and implement a business plan for emergency response to a release or threatened release of hazardous materials; and

**WHEREAS**, the CUPA is granted administrative authority under Section 25507(g) of the California Health and Safety Code to exempt certain businesses from the hazardous materials business plan requirements upon a written finding that the exemption will not pose a significant present or potential hazard to human health or safety or the environment; and

**WHEREAS**, the CUPA finds it beneficial to standardize the business plan exemption process with Sierra County in order to best meet program objectives and the needs of the regulated facilities, some of whom have operations in both Plumas and Sierra Counties,

**NOW, THEREFORE, BE IT RESOLVED** that the Plumas County Board of Supervisors supports the implementation of standardized categorical exemption criteria for low-risk hazardous materials facilities from the hazardous materials business plan requirements of the California Health and Safety Code and Unified Program regulations. The Director of Environmental Health is hereby authorized to develop all necessary exemption processes and applications and to coordinate these activities with the Sierra County CUPA to ensure consistent and coordinated program implementation.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on January 7, 2014 by the following vote:

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

\_\_\_\_\_  
Chair, Board of Supervisors

**Attest:**

\_\_\_\_\_  
Clerk of the Board of Supervisors



DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN


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

(530) 283-6350

Fax: (530) 283-6368

DATE: DECEMBER 17, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES 

SUBJ: BOARD AGENDA ITEM FOR JANUARY 7, 2014

RE: REQUEST TO FILL A VACANT BENEFITS ASSISTANCE COUNSELOR  
I/II POSITION AND A VACANCY AT THE OFFICE ASSISTANT I/II  
LEVEL IN THE DEPARTMENT OF SOCIAL SERVICES

**It is Recommended that the Board of Supervisors**

Authorize the Department of Social Services to fill the following positions:

1. 1.0 FTE Benefits Assistance Counselor I/II.
2. 1.0 FTE Office Assistant I/II

**Background and Discussion**

**1. Benefits Assistance Counselor I/II**

The Department of Social Services has incurred a vacancy at the Benefits Assistance Counselor (BAC I/II) level. As explained in more detail on the attached position classification form, this position is responsible for performing eligibility determinations for CalFresh assistance (formerly the Foodstamp program) and for the Medi-Cal and CMSP programs. The prior incumbent has left the position to take another county job. The position became vacant on December 6, 2013

The continuing high caseload levels and ACA make it essential that the Department move forward immediately to fill the vacant position. A description of the duties and other matters related to filling this position appears in the attached forms. We have also enclosed a Table of Organization to assist the Board with the review of this request.

**2. Office Assistant I/II**

The Department has incurred a vacancy at the Office Assistant I/II level. The OA I/II position provides reception services, fingerprint imaging, pre-screening of applicants and other forms of support to the staff at large.

**Financial Impact**

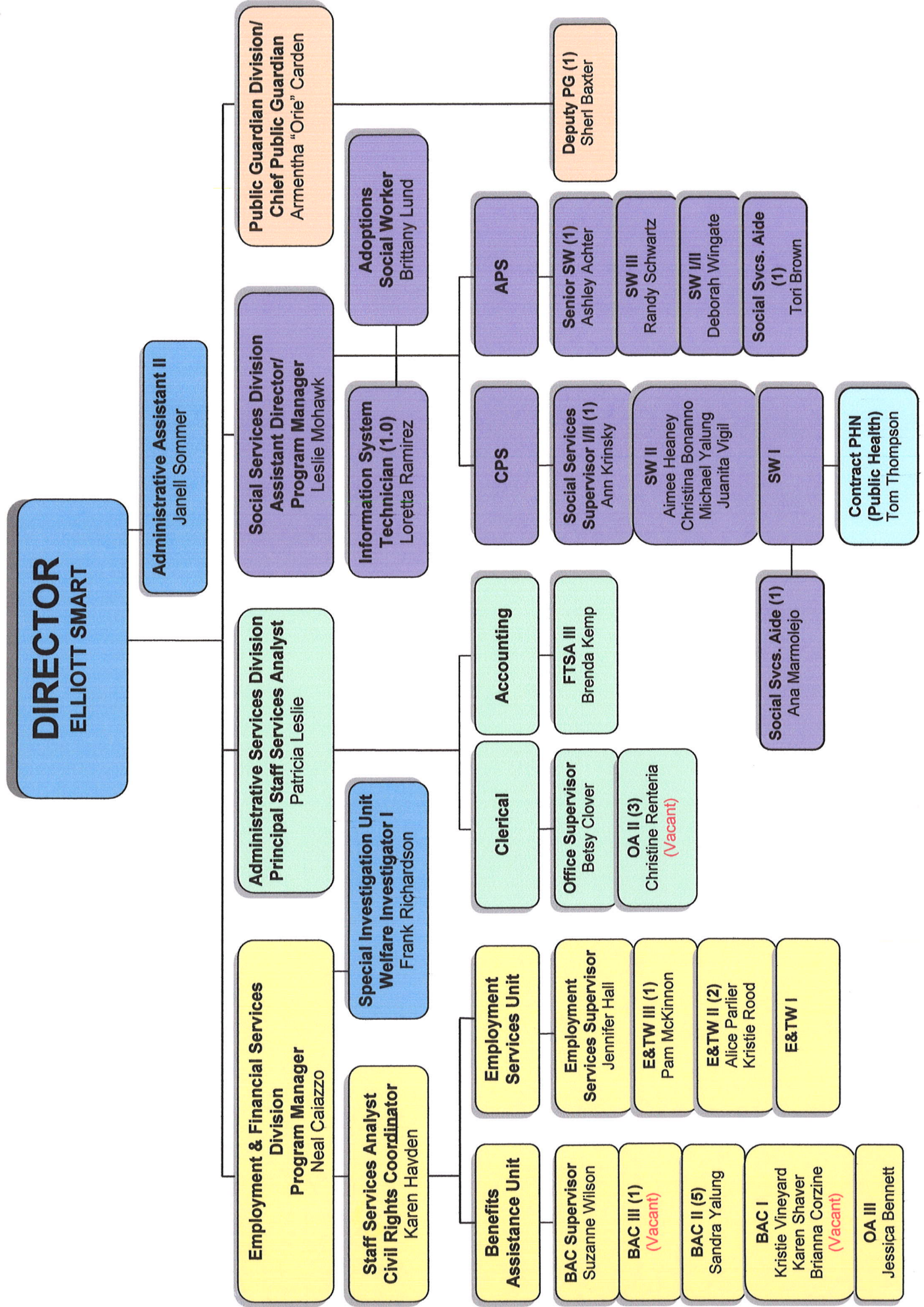
The positions are budgeted in the Department of Social Services budget for FY 2013-2014. Funding to support these positions comes from federal pass through dollars, State General Fund dollars, 1991 Realignment funds and 2011 Realignment funds. There is no impact to the County General Fund.

Copy: Leslie Mohawk, Program Manager  
Neal Caiazzo, Program Manager  
Pat Leslie, Principal Staff Services Analyst

Enclosures



# **PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN**



**Position Classification:** Benefits Assistance Counselor (BAC) I/II

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

**Position Description:**

This position is primarily responsible for performing eligibility determinations for the Medi-Cal, CMSP and CalFresh (Foodstamp) programs. Eligibility determinations for the Medi-Cal and CMSP programs are critical to the mission of assuring that county citizens who do not have medical insurance or another payer for health care services have access, to the extent that they are eligible, to the State Medi-Cal and County CMSP programs. This also helps to assure that hospitals that are required by law to serve poor and indigent county residents receive payment for the services they provide. Eligibility determinations for the CalFresh (Foodstamp) program are a state mandated activity.

**Funding Sources:** Medi-cal is entirely funded by State General Fund and federal pass through dollars. There is a small apportionment of Realignment dollars that is part of the funding mix for this position, generally 15% of the cost of time spent performing CalFresh (Foodstamp) eligibility determinations. As is explained below, there are potential Realignment funding implications *when the position is left empty*.

**Special Considerations:** Department of Social Services funding mechanisms are structured on a very specific cost allocation plan that generates the distribution of fixed overhead costs based on filled positions. To the extent that a position is not filled, the fixed overhead costs redistribute themselves in uncontrolled and unpredictable ways adding unanticipated costs to other program areas particularly to program areas that contain Realignment dollars in their cost structure. It is in the County's best interests to avoid such a scenario.

**Reason for the Vacancy:** The reason for this vacancy is because the prior incumbent has resigned to accept employment in another County Department.

**Position Classification:** Office Assistant I/II

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

**Position Description:** This position is responsible for clerical support and reception services that support all programs in the Department. The incumbent performs a variety of clerical/reception work including screening and logging into the ISAWS system including the initial eligibility application for public assistance benefits. This position is also responsible for logging new clients into the Fingerprint Imaging System. The incumbents sorts and delivers incoming Departmental mail and, may make deliveries to the Courthouse.

**Funding Sources:** The funding to support this position comes from federal pass through dollars, the State General Fund and county Realignment dollars. There is no cost to the County General Fund associated with this position.

## **QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.**

### **Position: Benefits Assistance Counselor – Medi-Cal/CalFresh Program**

- Is there a legitimate business, statutory or financial justification to fill the position?

**Answer: Yes. Medi-Cal and CalFresh (Foodstamp) administration is a state mandated service. The Benefits Assistance Counselor performs eligibility determinations for these services**

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

**Answer: The position is funded in the current budget and has no General Funds associated with it. Additionally the caseload is growing and the state provides funds to meet this growth.**

- How long has the position been vacant?

**Answer: The position became vacant effective November 18, 2013 due to an employee resignation to accept another County position.**

- Can the department use other wages until the budget is adopted?

**Answer: No.**

- What are staffing levels at other counties for similar departments and/or positions?

**Answer: Other counties are structured in a very similar way. The state determines appropriate staffing levels and funds accordingly.**

- What core function will be impacted without filling the position prior to July 1?

**Answer: We will not be able to process applications for Medi-Cal, CalFresh and CMSP in accordance with the state requirements.**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

**Answer: We will not expend state funds that have been allocated to this function and Realignment dollars will be disbursed to other programs costing the Department money.**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

**Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

**Answer: No.**

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

**Answer: No.**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

**Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

- **Answer: The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.**



## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

### Position: Office Assistant – Clerk/Receptionist

- Is there a legitimate business, statutory or financial justification to fill the position?

Answer: Yes. Public social services are state mandated.

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is funded in the current budget and has no General Funds associated with it. Additionally the caseload is growing and the state provides funds to meet this growth. The position performs state mandated fingerprint imaging and screening of applicants.

- How long has the position been vacant?

Answer: The position has been vacant since December 17, 2013.

- Can the department use other wages until the budget is adopted?

Answer: No.

- What are staffing levels at other counties for similar departments and/or positions?

Answer: Other counties are structured in a very similar way. The state determines appropriate staffing levels and funds accordingly.

- What core function will be impacted without filling the position prior to July 1?

Answer: We will not be able to process perform tasks associated with eligibility determinations due to not having a clerk receptionist that can log in and conduct screening for program eligibility.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Answer: We will not expend state funds that have been allocated to this function .

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

Answer: No.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

Answer: No.

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

Answer: The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.

# PLUMAS COUNTY MENTAL HEALTH


Peter Livingston, LCSW, Director  
270 County Hospital Road, Suite 109 Quincy, CA 95971  
(530) 283-6307 FAX (530) 283-6045  
plivingston@kingsview.org



## MEMO

DATE: January 7, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: Peter Livingston, LCSW, Director of Mental Health 

SUBJECT: Agenda Item for Board of Supervisors Meeting of January 7, 2014

REGARDING: Fill a 1.0 FTE Department Fiscal Officer position and a 1.0 FTE Clinical Therapist position.

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:** Approve a request to recruit and hire into the following vacant positions which are funded, budgeted, and approved in the FY 13-14 Personnel Allocation:

- a. 1.00 FTE Department Fiscal Officer (DFO) I or II, and
- b. 1.00 FTE Mental Health Therapist (MHT) I or II or Behavioral Health Therapist (BHT) I or II

**BACKGROUND AND DISCUSSION:** The Mental Health Department has recently accepted a letter of resignation from Bianca Harrison, DFO II, which is effective as of January 3, 2014, after which time Ms. Harrison will be working in the Auditor's Office. Ms. Harrison's position is crucial to the fiscal operation of the Department and must be filled not only to comply with County requirements pertaining to fiscal matters, but also to attend to State and Federal fiscal demands. Filling the Clinical Therapist position is part of an ongoing effort to fill all currently allocated Clinical Therapist positions. Given that the Board of Supervisors is considering the possibility of adopting some type of Behavioral Health Model in the future, it seems prudent for the Department to have the flexibility of filling clinical positions currently allocated to MHT job descriptions with individuals who meet the requirements for either MHT or BHT positions. The BHT clinical position exceeds the criteria for the MHT position in that it requires an additional focus in the Substance Use Disorder field, and as such, may be more targeted to providing services to the Co-Occurring Disorders population which is a key focus under most Behavioral Health models.

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

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: PCMH request to fill 1.00 FTE Department Fiscal Officer for the Board of Supervisors meeting of 1-7-14.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, this position is responsible for all fiscal operations.**
- Why is it critical that this position be filled at this time? **To keep the Department financially sound and in compliance with County, State, and Federal regulations and requirements relating to fiscal matters.**
- How long has the position been vacant? **The position became vacant on January 6, 2014.**
- Can the department use other wages until the next budget cycle? **No**
- What are staffing levels at other counties for similar departments and/or positions? **Most counties have multiple individuals who cover the job responsibilities that Bianca has been able to accomplish on her own.**
- What core function will be impacted without filling the position prior to July 1? **As above.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **Loss of revenue; out of compliance with County, State, and Federal regulations.**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? **This position is funded by MediCal and MHSA sources, and as such, the funding is expected to remain stable.**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **This position does not rely on GF support**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **PCMH has a prudent reserve that would provide service coverage for some time.**

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: PCMH request to re-fill 1.00 FTE Mental Health Therapist I or II position or Behavioral Health Therapist I or II position. Board Meeting of January 7, 2013

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the need to provide an adequate number of clinical personnel to meet the ongoing needs of the community.**
- Why is it critical that this position be filled at this time? **This position needs to be filled as the result of an existing vacancy and to provide clients and citizens with a baseline level of service.**
- How long has the position been vacant? **The position has been vacant since mid October 2013; as other MHT positions have also been open during that period of time, there has been no delay to the hiring process.**
- Can the department use other wages until the next budget cycle? **No**
- What are staffing levels at other counties for similar departments and/or positions? **Staffing by county depends upon population, caseloads, and management style.**
- What core function will be impacted without filling the position prior to July 1? **There will be a further reduction of service availability to the community. Existing clients will not receive ongoing services as good ethical practice would indicate. There will be a decrease in staff resources to provide 24 hour crisis services. New requests for services will be delayed.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **There will be a possible increase in liability exposure to the county as the result of a decrease in services and additional stress on remaining staff in terms of providing adequate emergency services. A reduction of services to citizens will occur. A further decrease in staffing support will result in additional deterioration of staff moral and will risk additional staff turnover which will incur additional cost.**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? **This position is funded by MediCal and MHSA sources, and as such, the funding is expected to remain stable. In the event of a considerable**

**reduction of funding, clinical positions can be eliminated, or the fiscal shortfall can be compensated for from departmental reserves.**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **This position does not rely on GF support.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **PCMH has a prudent reserve that continues to grow in addition to a line item in current FY budget for contingencies.**

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



## AGENDA REQUEST

For the January 7, 2014 meeting of the Plumas County Board of Supervisors

December 30, 2013

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading 'Robert A. Perreault', is placed over the 'From:' line.

Subject: Authorization for the Department of Public Works to fill the Vacancy of Road Maintenance Worker I / II in Quincy

## Background:

The Leadworker position in Quincy has been filled resulting in one (1) FTE vacancy. This position is funded and allocated in the proposed FY 13/14 Public Works budget.

This position is critical in maintaining safe travel ways for Plumas County roads during all seasons.

The Department is requesting to advertise to fill one (1) FTE Road Maintenance Worker I / II position within District 4 (Quincy Crew).

The appropriate Critical Staffing Questionnaire is attached.

## Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorizes the vacancy listed above to be filled by advertising the position pursuant to the Plumas County Personnel Rule.



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Public Works Maintenance Worker Position Quincy**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are needed for maintaining county roads and bridges.**
- Why is it critical that this position be filled at this time?  
**This position provides maintenance of county roads and bridges including road related emergencies and snow removal.**
- How long has the position been vacant?  
**One week.**
- Can the department use other wages until the next budget cycle?  
**The department's wage and benefits portion of the 13/14 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1?  
**The maintenance of county roads and bridges.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
**None**
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?  

10/11	(\$250,000)	11/12	\$0	12/13	(\$439,699)
-------	-------------	-------	-----	-------	-------------

# PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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



302

## AGENDA REQUEST

For the January 7, 2014 meeting of the Plumas County Board of Supervisors

December 30, 2013

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: Proposed road name change for County Road 316A

## Background and Discussion

County Road 316A, known as Chester Ski Road, has been the source of confusion due to the various popular road names used to describe this section of county road. This confusion has affected service, delivery and emergency response to the area. The various road names have also caused confusion to the general public seeking locations along the existing roadway. Stover Mountain Road is one such roadway name that is commonly used by the public.

County Road 316A is listed on the Plumas County list of Maintained Mileage roadways.

The fiscal impact will be limited to the placement of a new replacement road name sign and updating the 911 system.

The Board of Supervisors has not previously considered this proposed action.

Affected Federal, State and local agencies have reviewed the draft resolution, including its associated map, and have not indicated any objection to the proposed change.

This resolution has been approved as to form by County Counsel.

Adequate notice of this proposed road name change has been provided pursuant to California Streets and Highways Code Section 970.5. Notices of the proposed road name change were posted at three locations along the subject roadway on December 18, 2013, and a newspaper notice was published in the Chester Progressive on December 24, 2013.

## Recommendation

Public Works staff respectfully recommends that the Board of Supervisors adopt the proposed resolution to re-name County Road 316A to Stover Mountain Road as set forth in the attached resolution.

Enclosures: Resolution changing the name of County Road 316A to Stover Mountain Road  
Map of the location of proposed roadway

Recorded at the request of & mail to:  
Plumas County Department of Public Works  
1834 East Main Street  
Quincy, CA 95971

## RESOLUTION NO. 13-\_\_\_\_\_

Re-naming a certain road near the)  
Town of Chester, County of Plumas)

**WHEREAS**, a certain road in the Plumas County Road System near the population area known as Chester is currently and officially named the **Chester Ski Road**, but is commonly known as **Stover Mountain Road** as well as other popular names, and

**WHEREAS**, the existing roadway is also officially listed as **County Road 316A** and is shown as such in Plumas County records and maps, including the "Maintained Mileage" list of roadways, and

**WHEREAS**, the difference in road names has afforded confusion to service, delivery and emergency vehicles, as well as to the general public seeking locations along the existing roadway; and

**WHEREAS**, the residents of the local area have requested that the name be changed to that which is more commonly known; and

**WHEREAS**, this Board deems the re-naming of Chester Ski Road to be in the public interest.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas that this Board, hereby re-names that portion of County Road 316A between its intersection with State Route 36 to the southeast, and its terminus to the northwest, to be known officially as **Stover Mountain Road**, as depicted in Attachment A.

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 \_\_\_\_\_ day of December, 2013, by the following vote:

**AYES:** Supervisors

**NOES:** Supervisors

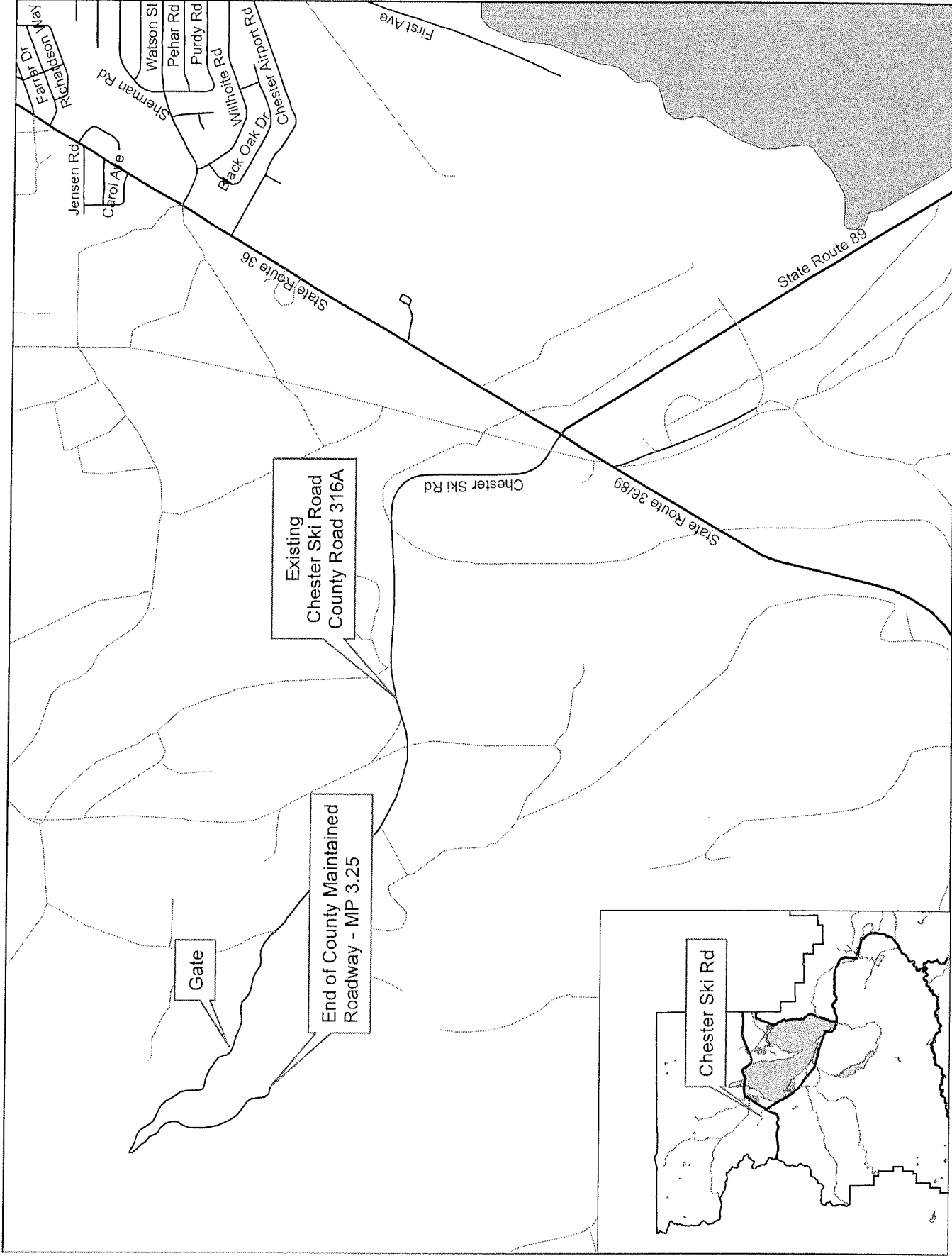
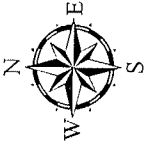
**ABSTAIN:** Supervisors

\_\_\_\_\_  
Chair, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

Attachment



Attachment to Resolution No. 13-\_\_\_\_\_ to change the name of  
County Road 316A from "Chester Ski Road" to "Stover Mountain Road"



3E

Douglas Carver, Acting Chief Probation Officer

---

Plumas County Probation Department  
270 County Hospital Road, Ste. 128  
Quincy, CA 95971

DATE: January 7, 2014  
TO: Honorable Board of Supervisors  
FROM: Douglas Carver, Acting Chief Probation Officer  
SUBJECT: Request to approve general fund budget transfer.

---

**Recommendation**

1. Approve request to transfer regular wages to other wages and special department expense in Probation's general fund to cover Acting Chief Probation Officer wages and expenses.

**Background and Discussion**

On June 25, 2013, Douglas Carver was appointed as Acting Chief Probation Officer for the Plumas County Probation Department. There is a sufficient balance in regular wages to cover the Acting Chief's wages, benefits, and expenses due to unfilled, funded, other positions in the Probation Department.

It would respectfully be requested that the Board of Supervisors approve the budget transfer be approved by the Board of Supervisors.

# PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET ♦ ROOM 205 ♦ QUINCY, CA 95971-4111 ♦ (530) 283-6246 ♦ FAX (530) 283-6442  
ROBERTA M. ALLEN, CPA ♦ AUDITOR / CONTROLLER



**Date:** 12/30/13

**To:** Honorable Board of Supervisors

**From:** Roberta M. Allen, Auditor / Controller *RMA*

**Subject:** Renewal of Services Agreement between County of Plumas and Susan Scarlett for preparation of 13/14 Plumas County Budget and related services.

---

## Recommendation:

Approve renewal of Services Agreement between County of Plumas and Susan Scarlett for preparation of the 13/14 Plumas County Budget and related services, as described in Exhibit A of the attached Services Agreement document. Contract amount is \$30,000, term of contract is one year (January 1, 2014 through December 31, 2014), per Exhibit B of attached Services Agreement.

## Background:

Susan Scarlett has provided services as Budget Consultant for Plumas County for fiscal years 2011/12 and 2012/13, as well as the Midyear Budget review in 12/13. If approved, Ms. Scarlett and the Auditor's office will begin the process of the Midyear review for 2013/2014.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Roberta Allen".

Roberta Allen  
Auditor/Controller



### Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Office of the Auditor (hereinafter referred to as "County"), and Susan Scarlett, an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty Thousand and No/100 Dollars (\$30,000.00).
3. Term. The term of this agreement shall be from January 1, 2014 through December 31, 2014, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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



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

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

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

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

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

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

- a. Should Contractor identify a conflict of interest (pursuant to such professional standards as are applicable to Contractor's profession) between work performed for County and work performed for another client, Contractor may terminate this Agreement as of such date necessary to prevent such conflict of interest. Contractor shall endeavor to provide as much advance notice of such termination to County, and shall assist County, to the extent permitted by applicable codes of professional conduct, to find a replacement to perform the work described in this Agreement and to effectuate an efficient transfer of such responsibilities.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.
- County:
- Auditor/Controller  
County of Plumas  
520 Main Street, Room 205  
Quincy, CA 95971  
Attention: Roberta Allen
- Contractor:
- Susan Scarlett  
P.O. Box 1906  
Quincy, CA 95971
22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

**CONTRACTOR:**

\_\_\_\_\_  
Susan Scarlett, an individual

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Terrell Swofford  
Title: Chair, Board of Supervisors  
Date signed:

**APPROVED AS TO FORM:**

Plumas County Counsel

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

## **EXHIBIT A**

### **Scope of Work**

Assist staff of the Auditor-Controller's office with preparation of the 2014-15 Plumas County Budget, upon request on an as-needed basis. Such assistance may include, but is not necessarily limited to, preparation of budget elements and review of the work of County staff on the budget. Contractor may also be requested to answer questions regarding the budget at meetings of the Board of Supervisors, to the extent Contractor is available to do so.

**EXHIBIT B**

**Fee Schedule**

Total compensation under this Agreement shall not exceed \$30,000.

Contractor shall charge \$65 per hour for services provided under this Agreement, inclusive of all expenses except mileage unless expressly authorized by County in writing prior to the occurrence of such expense.

Contractor shall be reimbursed for mileage incurred to attend meetings occurring outside of the Quincy area, at the County's then-standard mileage reimbursement rate.

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

4A

## PLUMAS COUNTY FISH & GAME COMMISSION

P.O. Box 89, Crescent Mills, California 95934

**TO:** Plumas County Board of Supervisors

**FROM:** Dave Valle, Vice Chair  
Fish & Game Commission

**RE:** Feather River Land Trust (FRLT)  
Request to Release Funds

**DATE:** December 23, 2013

---

It is hereby requested that the Board of Supervisors authorize the Fish & Game Commission to release \$50,000 held for the Feather River Land Trust for the purchase of the Smith Property; said funds are to be paid directly into Escrow.

**Background & Discussion:** In 2005, Grizzly Ranch committed Clean Water Act violations while constructing their golf course. In settlement of the case, certain funds were set aside for public benefit in eastern Plumas County. \$50,000 went to Portola High School and is currently being used for the Learning Landscape Outdoor Education Wildlife Study & Enhancement project; \$50,000 was also set aside for FRLT's use for a conservation project.

FRLT is partnering with the Nature Conservancy to purchase the Smith (Diamond S) property in northwest Sierra Valley next to the Romano Farms on A23. These funds will be deposited into escrow and used specifically for the purchase of this land and not for any other purpose. The full purchase price is \$580,000 and is expected to close on January 15, 2014. FRLT will take title to the property upon closing.

**PLUMAS COUNTY FISH & GAME  
MEETING MINUTES  
December 5, 2013**

The meeting was called to order by Commissioner Dave Valle

**Roll Call**

Commissioners Valle, Seiler, Williams, Orange, Dutton, Martynn and Horton were present; Commissioners Rudgers and Garrido were absent.

**Approval of Prior Month's Minutes**

Commissioner Williams moved to approve the October Minutes as submitted; Commissioner Martynn seconded and the motion passed by voice vote.

**Guests**

Tim Gibson, Plumas/Sierra Agriculture Commission  
Warden Kyle Kroll, CDFW  
Paul Hardy, FRLT

**Urgency Items**

None were presented

**Correspondence & Bills**

None were presented

**Old Business**

- a) **Continuing Discussion of the Wildlife Nuisance Abatement Fund Request:** Tim Gibson, Plumas Sierra Agriculture Commission, addressed the Board and advised that he really had nothing new to present to them. He would like to come back in April with a specific request. Commissioner Williams advised that he still feels that providing funding to a County Department is not the way the Commission should be spending its money.
- b) **Funding Subscriptions for Magazines for Local High Schools:** Commissioner Valle reported that Commissioner Rudgers had obtained subscriptions to *Ducks Unlimited* for all four high schools. Commissioner Horton advised that the Rocky Mountain Elk Foundation would be providing subscriptions for magazines to the schools as well.



- c) **Further Discussion of Bear Ordinance:** The Commissioners stated that having Terri Weist present for this conversation would have been an asset. In her absence, discussion was had with regard to the nuisance caused by bears getting into the trash and it was suggested that the Commission make a recommendation to the Board of Supervisors for a more strict ordinance. Commissioner Valle spoke with Intermountain Disposal and was advised that their employees will clean up the trash once and give the customer a warning.

Ordinances were reviewed from Sierra County, Placer County and Aspen, Colorado. Commissioner Horton likes the way the Sierra County Ordinance is worded. Commissioner Valle advised that Intermountain Disposal also has an advisory on their website as well as a brochure that was funded by the Tahoe Bear League which has bear-proof container ads on the back. The Placer County ordinance requires all new construction to have bear-proof bins.

Commissioner Valle questioned whether the Commission wanted to send a letter to the Board of Supervisors to ask them to consider this now or wait until the next meeting in April. Commissioner Horton suggested that the Board of Supervisors should model a Plumas County ordinance on the Sierra County ordinance.

Commissioner Valle moved that a letter be written to the Board of Supervisors to address a change to the bear trash ordinance and provide them with the Sierra County and Aspen, Colorado, ordinances for reference. Commissioner Horton seconded the motion. Discussion was called for and Commissioner Williams suggested waiting until Terri Weist could be present to discuss this matter further. It was agreed that with the change in hunting regulations, this matter will only get worse as the bear population increases. Commissioner Horton volunteered to present this matter to the Board, with Terri Weist, at a meeting in January or February. A vote was called for and the matter passed with Commissioner Williams opposing. An agenda request will be prepared and submitted.

### New Business

- a) **Bear Snare Prohibition Letter - Discussion:** Commissioner Orange began this discussion by stating that he feels that snares are not appropriate for depredation and that some other form should be used. He would like to see this method prohibited. Commissioner Horton felt that it should only be used as a last resort. Tim Gibson, Plumas/Sierra Ag Commissioner, stated that snares are not the favored method and that they prefer to use culvert traps. He went on to state that although F&W allows the use of steel traps, they try to use other methods first. He did not know why the snare was

used in Genesee Valley. Commission Williams stated that the trapper should be on call if a snare is used. Commissioner Horton questioned who decides what method to be used in each situation.

F&W Warden Kroll addressed the Board and suggested that they not write a letter at this point. He went on to state that there will be no more snaring in the Mountain Zone because it is prohibited by the F&W Codes. He will read further to see if there has been or may still be an MOU allowing snares; however according to Title 14, snares are not allowed. He went on to tell the Commission that Terri Weist had attended a meeting in Rancho Cordova that should clarify this issue further. Commissioner Valle suggested tabling this matter until April and a report from Terri Weist. Commissioner Orange agreed.

- b) **Turkey Season Adjustment Recommendation:** Commissioner Orange handed out a document he'd authored with regard to the proposed change in the turkey hunting season in Plumas County. He offered to contact other counties that may benefit from this change, if the Commission agrees. Commissioner Valle questioned how soon this matter would need to be on the State Commission's agenda to have anything adopted. Commissioner Orange believes that it must be heard no later than March of next year. Warden Kroll advised that he thinks moving the season back as suggested is a good idea and will benefit the turkeys and hunters in the future. He went on to state that it will take approximately two years to educate the public/hunters with regard to the change.

Commissioner Williams moved to authorize Commissioner Orange to pursue the change in the spring turkey hunting season for Plumas County and to authorize him to approach other County Commissions and the State Commission, including the completion of any necessary forms, to accomplish this. Commissioner Martynnn seconded. The motion passed by voice vote.

- c) **FRLT Land Purchase:** Paul Hardy, FRLT, addressed the Board with regard to the 330 acre purchase being undertaken by the FRLT and the Nature Conservancy. He provided background on the monies being held by the Commission stating that in 2005, Grizzly Ranch committed Clean Water Act violations while constructing their golf course. The settlement stated that certain funds be set aside for public benefit. \$50,000 went to Portola High School and is currently being used for the Learning Landscape Outdoor Education Wildlife Study & Enhancement project; \$50,000 was also set aside for FRLT's use for a conservation project. After discussion with then Chair Scott Davis, former D.A. Jeff Cunan and FRLT, it was further determined that the funds should be used in Eastern Plumas County where the violations took place. Suggestions were made for the use of the

funds, which include that they be used to protect wetlands because wetlands were destroyed, that they provide water quality improvements, and that there be public access to whatever project was undertaken.

Additional suggestions were made for the use of the funds, including that they be used to protect wetlands, because wetlands were destroyed; that they provide water quality improvements and that there be public access to whatever project was undertaken.

Hardy stated that FRLT is partnering with the Nature Conservancy to purchase the Smith (Diamond S) property in northwest Sierra Valley next to the Romano Farms on A23. The property extends to Forest Service land and is the start of the wild and scenic Feather River. FRLT currently owns 570 acres on the eastern boundary of the adjacent property, approximately one-half mile east of the Smith Property.

Hardy advised that FRLT will use similar management on this piece of land; there will be non-motorized public access only, cattle grazing with a lease to a local ranch family, and educational programs to educate local school children. They hope to allow waterfowl hunting as well. He went on to advise the Commission that FRLT currently manages six properties in Plumas County, four of which allow hunting and two that don't. The reason for no hunting on the two properties is due to public safety and neighbor opposition; those properties are used as learning landscapes for students.

Hardy stated that these funds would be deposited into escrow and used specifically for the purchase of this land and not for any other purpose. The purchase price is \$580,000 and purchase is expected to close on January 15, 2014. FRLT will take title to the property upon closing and would like the help of the Commission in developing a stewardship plan for the land.

Commissioner Valle advised that there is over \$58,000 in that account now, due to interest accumulation. Commissioner Martynn suggested using \$50K for the land purchase and reserving the other \$8K for improvement projects. *Commissioner Dutton moved to use the \$50,000 for the purchase of the Smith property, retaining the remainder for capital improvements on the Smith Property; Commissioner Martynn seconded.* Further discussion ensued wherein Commissioner Seiler asked for a guarantee from FRLT that hunting would be allowed. Commissioner Martynn stated that because this is settlement money, hunting cannot be a condition—only public access. Hardy advised hunting would definitely be considered and that they were currently thinking of ways to manage it. He also stated that fishing would be allowed as would non-motorized public access. There will also be some grazing allowed when the wetlands can be properly fenced. Commissioner

Valle stated that he likes that the primary focus is to protect the habitat and feels it is a good use for the funds. Commissioner Martynn asked that FRLT make the public aware that the Commission helped with this project. Hardy indicated that FRLT would recognize the Commission's investment in the project on entrance signage to the property. Commissioner Valle called for a vote on the motion before the Commission; ***motion passed by voice vote.***

- d) **Nomination of Officers for 2014 Commission Board:** After discussion, Commissioner Valle was nominated to serve as Chair with Commission Rudgers being nominated to serve as Vice Chair. Elections will be held in April, according to the Bylaws.

### Reports

**Warden Reports:** Warden Kroll addressed the Commission and advised that deer poaching has increased; he is seeing more does and fawns being killed and their carcasses left behind. He also advised after being questioned that the bear take this year was 900 without the use of dogs. Last year, the take was 1900 with the use of dogs. The next couple of years will prove interesting with regard to the bear population. There have been some elk sightings near Humbug Valley; Commissioner Seiler advised seeing tracks in Clover Valley.

**Biologist Reports:** None were present

**Guest Comments/Reports:** None were made

### Commissioner Reports

Commissioner Valle advised the Commission on the latest Learning Landscape projects, including a bench with a nice graphic stating that the project had been funded by the Fish & Game Commission. The guzzlers have been installed, the Audubon Society will do a bird count on the property and they have installed barriers so that OHVs cannot get into the area.

Commissioner Martynn advised that the County has some funds for water quality and habitat projects. Anyone with any suggestion should contact Randy Wilson at the Planning Department.

Respectfully submitted

*Dorothy J. Miller*

Dorothy J. Miller, Recording Secretary



## FEATHER RIVER



## LAND TRUST

P. O. BOX 1826  
QUINCY, CA 95971  
TEL: 530.283.5758  
FAX: 530.283.5745  
Email: frlt@frlt.org

### Mission Statement

The purpose of the Feather River Land Trust is to conserve the lands and waters of the Feather River region and steward their ecological, cultural, and educational values for current and future generations.

### Board of Directors

Carl Chavez  
President

Ken Roby  
Vice President

Clare Churchill  
Secretary

Robert Cobb  
Treasurer

William J. Keese

Adrienne Stenson

Thomas Tisch

Staff  
Paul Hardy  
Executive Director

Katie Bagby  
Development Associate

Jason Moghaddas  
Conservation Director

Karen Kleven  
Development Director

Susan Payne  
Operations Director

Gabe Miller  
Stewardship Director

Vanessa Vasquez  
Program Assistant

Robert Wade  
Learning Landscapes Coordinator

James L. Olmsted, Esq.  
Counsel

## *Protecting the Places that Make the Feather River Country Special*

December 5, 2013

David Valle  
Chair, Plumas County Fish and Game Commission  
P.O. Box 89  
Crescent Mills, CA 95934

### RE: Funding Request and Project Description for Smith Property

Dear Commissioner Valle,

The Feather River Land Trust (FRLT) is partnering with The Nature Conservancy to acquire the 331-acre Smith (aka Diamond S) Property in Sierra Valley, located near Beckwourth in Plumas County. This property has been for sale on the open market for nearly 5 years and FRLT is under contract to purchase the property for \$580,000 by January 15, 2014. FRLT plans to own and manage the property for the long-term.

FRLT hereby requests that \$50,000 of the Grizzly Ranch fine monies, which have been held by the Commission since 2005 to support a public benefit conservation project in eastern Plumas County, be granted to support FRLT's acquisition of the Smith Property. Preferably, these funds would be deposited directly into escrow.

FRLT feels that the acquisition of the Smith Property is an excellent fit for the Grizzly Ranch fine monies being held by the Commission on behalf of FRLT, namely because:

- The property is located in eastern Plumas County, very close to the site where the destruction of wetlands and other Clean Water Act violations occurred.
- The property contains extensive wetlands and all water that flows out of Sierra Valley flows through this property; thus, it is well-situated to have a positive impact on water quality.
- FRLT's ownership and management of the property will include public access and education, and will enhance the local economy.

### Conservation Values

The Smith Property is located in the northwest corner of Sierra Valley, near the outlet of the Valley at the confluence of the various channels of the Middle Fork Feather River. Just north of the property the Wild and Scenic designation of the Middle Fork Feather begins on US Forest Service land. More than half of the property consists of wetland habitat and the property is likely to support more than 100 bird species, including yellow-headed blackbird, Wilson's phalarope, sandhill crane, northern harrier, marsh wren, white-faced ibis, willet, American bittern, osprey, and a variety of waterfowl, including breeding cinnamon teal,

gadwall, mallard, northern pintail, green-winged teal, ruddy duck, and redhead. Canoeing, birding, fishing, cattle grazing, and hunting are five of the traditional uses of the property that FRLT would seek to continue and enhance.

Management for Public and Economic Benefit

FRLT intends to manage the property in ways that maintain and enhance a wide variety of publicly important conservation values. The specific management of the property will be driven by a Stewardship Plan that FRLT will begin to develop immediately after the acquisition of the property in mid January. Uses of the property will mirror those found on FRLT's adjacent Maddalena Property in Sierra Valley and are highly likely to include cattle grazing (leasing to a local rancher), educational access for local schools, and non-motorized public access, including hiking, birding, botanizing, canoeing and kayaking, fishing, and hunting. Wetland restoration via use of wetland fencing and off-site water will be a management emphasis, as will control of tall whitetop, a highly invasive, non-native plant species that is common on the property. Enhancement of public education and access is likely to eventually include the development of trails and/or boardwalks, wildlife viewing platform(s), and interpretive signage about the natural resources, history, economy, and culture of Sierra Valley. The Commission is invited and encouraged to participate in the development of the property's Stewardship Plan. Finally, as is the case with the 3 other properties it owns in Plumas County, FRLT will pay property taxes on the Smith Property, even though as a nonprofit organization, it could apply for an exemption from these taxes.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Hardy', with a stylized, cursive script.

Paul Hardy  
Executive Director

**OPTION AGREEMENT**  
**FOR PURCHASE AND SALE OF CONSERVATION PROPERTY**  
**(Sierra Nevada Project – Diamond S Corporation)**

This Option Agreement (the "Agreement"), dated as of the later date of execution set forth in the signature blocks for this Agreement (the "Agreement Date"), is entered into by and between Diamond S Corporation, a Nevada corporation ("Seller") and The Nature Conservancy, a District of Columbia non-profit corporation (including its successors and assigns, "TNC"), with respect to the real property in Plumas County, California, more particularly described on Exhibit A to this Agreement, together with all buildings, improvements and fixtures thereon and all water and water rights, minerals and mineral rights and other surface and subsurface rights, permits, hereditaments, easements, incidents and appurtenances belonging thereto, containing an estimated 331 acres (collectively, the "Conservation Property"). In consideration of the respective promises of the parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller grants to TNC the exclusive right and option (the "Option") to purchase the Conservation Property on the terms and conditions set forth below.

1. **Escrow and Closing.** The parties will establish an escrow to consummate the transactions that are called for in this Agreement (the "Escrow") with First American Title Insurance Company ("Escrow Holder" or "Title Company"). If the Option is exercised, the closing of the sale of the Conservation Property to TNC pursuant to this Agreement (the "Closing") will be accomplished through the Escrow on a date (the "Closing Date") that will be set as described in Paragraph 8 below.
2. **Option Term.** The term of the Option (the "Option Term") will commence on the Agreement Date and will continue until 11:59 p.m. Pacific Time on November 15, 2013.
3. **Option Consideration.** TNC will deposit into the Escrow the sum of \$5,000.00 as consideration for the Option (the "Option Consideration"). The Option Consideration will be held in the Escrow until it is thereafter disbursed or applied pursuant to this Agreement.
4. **Purchase Price.** If the Option is exercised, the purchase price for the Conservation Property (the "Purchase Price") will be \$580,000, paid all in cash at the Closing. If the Closing takes place, all of the Option Consideration will be paid to Seller through the Escrow and will be credited against the Purchase Price.
5. **Exercise of Option.** TNC will exercise the Option, if it chooses to do so, by written notice to Seller (the "Option Exercise Notice"), to be given on or prior to the end of the Option Term. The date on which the Option Exercise Notice is given will be the "Option Exercise Date."
6. **TNC's Due Diligence; Seller's Cooperation.**
  - 6.1. TNC will have the Option Term to conduct due diligence relating to the Conservation Property. Seller will reasonably cooperate to provide TNC with information and documents regarding the Conservation Property that are readily available to Seller and requested by TNC during the Option Term. Beginning on the Agreement Date, and thereafter throughout the Option Term, TNC, and such agencies or other funders as may be assisting TNC with this transaction ("Funder(s)"), in each case through their respective employees, agents and consultants, may enter upon the Conservation Property to inspect and make such tests, surveys, studies and other investigations of the physical or environmental condition of the Conservation Property as they may deem appropriate. TNC will indemnify and defend Seller against, and will hold Seller harmless from, the cost to repair any physical damage to the Conservation Property or any damages for injury to any person, as well as reasonable attorneys' fees and expenses, to the extent the physical damage or injury was caused by TNC, its Funders, employees, agents or consultants while on the Conservation Property.
  - 6.2. Seller will deliver to TNC within 10 days following the Agreement Date the following (collectively, the "Seller's Information"): (i) copies of all soils and geotechnical reports, maps,



surveys, archaeological studies, reports relating to the presence or absence of toxic or hazardous materials on the Conservation Property, and any other engineering reports, data or studies that are in Seller's possession; and (ii) any information, documents, leases or studies in Seller's possession relating to the development or operation or ownership of the Conservation Property, the status and nature of any assessment districts and the amount of any assessment liability, governmental permissions or entitlements, and the conformity of the Conservation Property with planning, zoning, subdivision and development statutes, ordinances, regulations and permits.

6.3. Seller acknowledges that TNC intends to use the Conservation Property, in whole or in part, as a natural area or similar use. Seller covenants and agrees that the Conservation Property and the natural resources on the Conservation Property will remain in their current condition (as of the Agreement Date) until and through the Closing Date and that, until and through the Closing Date, Seller will refrain from and will not actively permit any use of the Conservation Property or the natural resources on the Conservation Property for any purpose or in any manner that would adversely affect TNC's intended use of all or part of the Conservation Property as a natural area or similar use. Seller covenants and agrees that, on and after the Agreement Date and until and through the Closing Date, Seller will not create any leases, licenses, easements, tenancies, possessions, rights of way, or other rights to use or occupy any portion of the Conservation Property, whether of record, prescriptive, or otherwise not of record with respect to the Conservation Property.

7. Title Policy. TNC has obtained from Title Company, Title Company's preliminary report concerning the Conservation Property, dated as of September 5, 2013, under its order number NCS-515583-SAC4 (the "Preliminary Report"), which is attached to this Agreement as Exhibit B. It will be a condition to TNC's obligation to close the Escrow and acquire the Conservation Property that Title Company be ready, willing, and able to issue to TNC, as of the Closing, a CLTA form policy of title insurance insuring the Conservation Property, with an endorsement for legal access to the Conservation Property (and such other reasonable endorsements as TNC might request), showing title vested in TNC as of the Closing, subject only to the normal printed exceptions in such policies and only exceptions 1 through 10 shown in the Preliminary Report (collectively, the "Title Policy"). Any other items appearing on title must be removed by Seller prior to the Closing unless accepted by TNC in writing and in TNC's sole discretion prior to the Closing Date. Title Company must deliver the Title Policy to TNC no later than 30 days immediately following the Closing Date.

8. Closing. If the Option Exercise Notice is given, the Closing Date will be on January 15, 2014, subject to the remaining terms and conditions of this Agreement. At least 15 days prior to the Closing Date, Seller will execute and deliver into the Escrow a good and sufficient Grant Deed, in recordable form and in the form attached to this Agreement as Exhibit C and otherwise acceptable to TNC in TNC's sole discretion, conveying a good, insurable and marketable fee simple title to the Conservation Property, together with insurable legal and practical access to the Conservation Property, to TNC and its assigns, free and clear of all liens, encumbrances and exceptions, except those that are approved or waived by TNC pursuant to this Agreement. At least 15 days prior to the Closing Date, Seller will execute and deliver into the Escrow appropriate affidavits or certificates concerning Seller's non-foreign status and California residence as are required under applicable law. Closing costs will be apportioned by Escrow Holder as customary in the county in which the Conservation Property is located.

9. Failure to Close. If the Option Exercise Notice is given, but the Escrow fails to timely close due to TNC's default, Seller's exclusive remedy will be to receive disbursement of the Option Consideration from Escrow Holder as Seller's liquidated damages (as provided below), and this Agreement will terminate; and in no event will TNC be liable for damages of any nature, except for TNC's indemnity, defense and hold harmless obligations under Paragraph 6.1. If the Option Exercise Notice is given but the Escrow fails to timely close due for any reason other than TNC's default, TNC's exclusive remedies will be to either (a) pursue specific performance of this Agreement or (b) terminate this Agreement and receive a refund of the Option Consideration from Escrow Holder as TNC's liquidated damages (as provided below); and in no event will Seller be liable for damages of any nature.

**Seller and TNC have agreed that it would be extremely difficult or impracticable to determine the actual damages to either party if the Option Exercise Notice is given but the Escrow fails to timely close as provided in this Agreement. By placing their initials below, the parties acknowledge that the amount of the Option Consideration has been agreed upon by them, after negotiation, as their reasonable estimate of the damages to either party in such a case, and as the exclusive remedy of each party against the other in such a case, whether at law or in equity.**

Seller:

KKS  
(Initials)

TNC:

EH  
(Initials)

**10. Representations and Warranties.** Seller represents, warrants and covenants to TNC that the following are true as of the Agreement Date and will be true as of the Closing Date:

10.1. There is not : (1) any violation with respect to the Conservation Property of any applicable law, court order, or other government directive; (2) any legal proceeding that is pending or threatened with respect to the ownership or operation of the Conservation Property; (3) any unsatisfied mechanics' or materialmen's lien rights concerning the Conservation Property; (4) any pending or threatened action in condemnation that has as a goal the acquisition of all or any part of the Conservation Property; (5) any hazardous or toxic material, as defined by applicable law, located on the Conservation Property or on adjoining real property that exceeds actionable levels under any applicable law, or any enforcement, clean-up, removal or other governmental or regulatory action that has been instituted or threatened with respect to hazardous or toxic materials located on the Conservation Property; or (6) any above-ground or below-ground storage tank located on the Conservation Property.

10.2. Except for the Grazing Lease described in Paragraph 15 below, there are no leases, licenses, easements, tenancies, possessory rights, rights of way, rights of first refusal, option rights, or other third party rights to lease, use, occupy, or purchase all or any portion of the Conservation Property (whether of record, prescriptive or otherwise), and there are no other existing contracts or agreements of any kind affecting the Conservation Property entered into by Seller or any predecessor of Seller under which any person or entity will or would have any rights against TNC or the Conservation Property after the Closing.

10.3. Seller is the sole owner of the Conservation Property, and all documents executed by Seller that are to be delivered into the Escrow are or at the time of the Closing will be duly authorized, executed and delivered by Seller, are or at the time of the Closing will be legal, valid, and binding obligations of Seller, and are and at the time of the Closing will be sufficient to convey title (if they purport to do so) to the Conservation Property.

10.4. The information previously provided by Seller to TNC on the form entitled "Disclosure Form" is true and correct.

10.5. Seller has retained Pete Nevin of FarWest Real Estate ("Seller's Broker") with regard to the transaction contemplated by this Agreement. Seller warrants and represents that Seller is not a real estate broker with regard to this transaction, and Seller has not contracted with any broker or finder, other than Seller's Broker, with regard to this transaction.

10.6. Seller will provide to TNC all of the Seller's Information.

10.7. Seller agrees that it will use any funds received under this Agreement in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.

Seller agrees to indemnify, defend (by counsel satisfactory to TNC in TNC's sole discretion) and hold harmless TNC, its directors, officers, employees, members and agents from and against any and all losses, claims, damages, penalties, liabilities, demands, costs and expenses, including litigation costs and attorneys' fees, arising out of or connected with Seller's breach of this Agreement or the inaccuracy of any representation or warranty provided by Seller in, or otherwise given in writing to TNC pursuant to, this Agreement. The representations, warranties, and indemnifications provided by Seller in, or otherwise given in writing to TNC pursuant to, this Agreement will survive the Closing or, if the purchase and sale is not consummated, any expiration or termination of this Agreement.

11. TNC's Conditions Precedent. Seller acknowledges that the purchase money for TNC's acquisition of the Conservation Property is to be provided by grants and/or other public or private funding that TNC has applied for or intends to apply for in TNC's sole discretion. In the event TNC exercises the Option, it will be a condition precedent to TNC's obligation to acquire the Conservation Property at the Closing that TNC will have received the full amount of the Purchase Price from public and/or private funding sources, as described in the previous sentence. Additionally, in the event TNC exercises the Option, it will be a condition precedent to TNC's obligation to acquire the Conservation Property at the Closing that TNC's Board of Directors, President, Vice-President or any other properly authorized agent will have authorized the transaction contemplated by this Agreement. The foregoing conditions are solely for the benefit of TNC, and TNC may waive any or all of those conditions or the performance by Seller of any of Seller's obligations; provided, however, that any such waiver must be in a writing signed by TNC. Also, in the event TNC exercises the Option, it will be a condition precedent to TNC's obligation to acquire the Conservation Property at the Closing that TNC will have obtained, for its sole use, and be satisfied, in TNC's sole discretion, with a written appraisal of the fair market value of the fee interest in the Conservation Property that determines that the Purchase Price is equal to or less than that fair market value, and all relevant public and/or private funding sources for TNC's acquisition of the Conservation Property will have approved in writing the appraised value of the Conservation Property as reflected in that appraisal. Finally, in the event TNC exercises the Option, it will be a condition precedent to TNC's obligation to acquire the Conservation Property at the Closing that TNC will be satisfied, in its sole and absolute discretion, with the physical and environmental condition of the Conservation Property, including, without limitation, the legal and practical access to the Conservation Property from a public road, and, notwithstanding any provision of this Agreement to the contrary, TNC will be satisfied, in its sole and absolute discretion, with the condition of title to the Conservation Property (including, without limitation, the existence of any leases with respect to the Conservation Property). TNC's conditions precedent set forth in this Agreement are solely for the benefit of TNC, and TNC may waive any or all of those conditions or the performance by Seller of any of Seller's obligations; provided, however, that any such waiver must be in a writing signed by TNC.

12. Broker's Commission. TNC has retained Ron DuHamel of California Outdoor Properties ("TNC's Broker") to act as TNC's broker with regard to the transaction contemplated by this Agreement. Fees, commissions, and costs due to TNC's Broker will be paid by TNC, provided that such fees, commissions, and costs in the aggregate do not exceed \$17,400.

13. Section 1031 Exchange. Seller may consummate the exchange of all or any portion of the Conservation Property as part of a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code on the conditions set forth below and provided that the exchange is accomplished through a "qualified intermediary," as such term is defined by the regulations promulgated by the Internal Revenue Service pertaining to such like-kind exchanges. If Seller requests, Buyer will cooperate with Seller and the qualified intermediary by executing such additional documents as are reasonably required to consummate the exchange. The exchange may occur simultaneously with conveyance of the Conservation Property, or Seller may request the Conservancy's cooperation for a "delayed exchange." TNC's obligations under this Paragraph 13 are conditioned on the following:

- 13.1. No Delay. There will be no delay in closing the Escrow pursuant to this Agreement;
- 13.2. Failure of Exchange. If the exchange fails for any reason, Seller will remain obligated to transfer the Conservation Property to TNC pursuant to the terms and conditions set forth in this Agreement;
- 13.3. Fees and Costs. Seller will reimburse TNC for any and all additional attorneys' fees and costs incurred by TNC, if any, as a result of the exchange or any attempted exchange;
- 13.4. No Additional Obligations. TNC will not assume any additional costs, liabilities or obligations as a result of the exchange or attempted exchange;
- 13.5. No Release. Seller will not be released from liability for any of Seller's obligations under this Agreement;
- 13.6. No Interest in Other Property. TNC will at no time, in connection with the exchange, acquire fee title interest to any real property other than the Conservation Property;
- 13.7. No Representations or Warranties. TNC makes no representations or warranties with respect to the exchange;
- 13.8. Indemnification. Seller agrees to indemnify, defend (by counsel satisfactory to TNC in TNC's sole discretion) and hold harmless TNC, its directors, officers, employees, members and agents from and against any and all losses, claims, damages, penalties, liabilities, demands, costs and expenses, including litigation costs and attorneys' fees, arising out of or connected with the exchange or any attempted exchange; and
- 13.9. Qualified Intermediary. Seller's selection of a qualified intermediary will be subject to TNC's approval, which approval will not be unreasonably withheld or delayed.
14. No Tax Deduction Claim by Seller. TNC has inquired of Seller whether Seller, in connection with the transaction contemplated by this Agreement, plans to claim any income tax deduction based on an assertion that the value of the Conservation Property is higher than the Purchase Price (sometimes known as a "bargain sale") or for any other reason. TNC informs Seller that TNC has certain procedures that TNC is required to follow in all cases in which a seller intends to claim such a bargain-sale deduction. Those procedures include, without limitation, TNC's delivering to Seller, before entering into this Agreement, information (collectively, the "Bargain Sale Information") that Seller would need to have before the Closing in order for TNC to be able to subsequently execute any IRS Form 8283 or similar documentation at the federal, state, or local level concerning Seller's claim of a right to such a deduction. The information that TNC provides to sellers in such cases includes, without limitation, specific requirements for the appraisal that Seller must obtain for the IRS in order to evidence the claimed donation and for the sharing of that appraisal with TNC. Seller represents, warrants, and covenants to TNC that Seller has no intention of taking any tax deduction with respect to any bargain sale that might be involved in the transaction contemplated by this Agreement, and Seller informs TNC that TNC need not deliver to Seller the Bargain Sale Information. Seller acknowledges that neither TNC nor any of its employees or agents has made any representation or warranty concerning the tax consequences of the transaction contemplated by this Agreement. Seller represents and warrants that Seller has not relied on any representation or warranty concerning the tax consequences of this specific transaction and that Seller has been advised by TNC to seek Seller's own professional advice regarding such tax consequences and that Seller is relying on Seller's own tax and financial advisors for such tax advice and that Seller will hold TNC harmless in the event of any future assessment of tax liability by any taxing authority with respect to the transaction.

15. Existing Grazing Lease. Seller represents and warrants that Seller has leased the grazing rights on the Property under an oral lease agreement with Dwight Ceresola (collectively, "Lessee") (the "Grazing Lease"). Seller represents and warrants that the Grazing Lease constitutes the sole agreement with Lessee with respect to Lessee's use of the Property, that the Grazing Lease will expire prior to the Closing Date and will not be renewed, and that to the best of Seller's knowledge no other lease, license, tenancy or right to use or occupy the Property exists.

16. Notices. Except as otherwise provided in this Agreement, any notice that any party to this Agreement desires or is required to give to or make on another party pursuant to this Agreement (in each case, a "Notice") will be in writing and will be served upon the party being addressed at the most recent address that the addressed party has provided for such purposes, by any of the following means: (a) by delivery in person; (b) by certified U.S. mail, return receipt requested, postage prepaid; (c) by Federal Express or other reputable "overnight" delivery service, provided that next-business-day delivery is available and requested by the sender; or (d) by email. Telephone numbers are provided below for use in connection with "overnight" deliveries, not for giving notice by telephone. If delivered in person, a Notice will be deemed given immediately upon delivery (or refusal of delivery or receipt). If sent by certified mail, a Notice will be deemed given on the date deposited in the mail. If sent by Federal Express or other reputable "overnight" delivery service, a Notice will be deemed given on the date deposited with the delivery service. If sent by email, a Notice will be effective on the date sent. By a written Notice to all other parties, any party may designate a replacement address. The parties initially designate the following addresses for Notices to be sent to them:

If to Seller:

Diamond S Corporation  
PO Box 2125  
Portola CA 96122  
Email: diamond@digitalpath.net  
Phone: 530-832-5072

If to TNC:

The Nature Conservancy  
Attn: Legal Department  
201 Mission Street, 4th Floor  
San Francisco, California 94105  
Email: Notice\_CALegal@tnc.org  
Phone: 415-777-0487

17. General Provisions.

17.1. Entire Agreement. This Agreement contains the entire agreement between the parties to this Agreement and will not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

17.2. Interpretation. Exhibits referred to in this Agreement are incorporated into this Agreement by reference. The paragraph headings of this Agreement are for reference purposes, and not to place any construction on this Agreement. This Agreement will be construed without reference to the identity of the party or parties preparing it; the parties hereto participated equally or had equal opportunity to participate in the drafting of the Agreement. If any term or provision of this Agreement will, to any extent, be held invalid or unenforceable, the remainder of this Agreement will not be affected. This Agreement will be interpreted, enforced and governed by the laws of the State of California.

17.3. Attorneys' Fees. In the event of any litigation between the parties to this Agreement in connection with the interpretation of this Agreement, or the enforcement of any right or obligation under this Agreement, the party prevailing in such litigation will be entitled to payment by the other party of the court costs and attorneys' fees and expenses incurred by the prevailing party in connection with such litigation, in such amount as the court or administrative body may judge reasonable.

17.4. Time. Time is of the essence in the performance of the obligations under this Agreement. If the due date for performing any action or obligation or for providing any Notice under this Agreement falls on a Saturday, Sunday or federal or California legal holiday, the due date will be deemed to be the immediately following date that is not a Saturday, Sunday or federal or California legal holiday.

17.5. Successors and Assigns. The terms and conditions of this Agreement will apply to and bind, and will inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

17.6. Signatures. Electronic signatures and fax signatures are acceptable for this Agreement. This Agreement may be executed in counterparts, and all counterparts so executed will constitute one agreement, which will be binding on the parties.

17.7 TNC may elect to assign this Agreement and the Option to the Feather River Land Trust or any other person, entity, or agency.

In witness whereof, the parties have executed this Agreement as of the Agreement Date.

DIAMOND S CORPORATION,  
a Nevada corporation

By: 

(signature)

Printed

Name: Kenneth D. Smith

Title: PRESIDENT

Date: 10/15/13

THE NATURE CONSERVANCY,  
a District of Columbia non-profit  
corporation

By: 

(signature)

Printed

Name: Eric Hallstein

Title: Director of Conservation Investments

Date: October 29, 2013

Exhibit A

Legal Description of the Conservation Property

Real property in the City of Beckwourth, County of Plumas, State of California, described as follows:

PARCEL ONE:

ALL THAT PORTION OF THE FOLLOWING LYING SOUTH OF THE SOUTHERLY LINE OF THE WESTERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY:

TOWNSHIP 23 NORTH, RANGE 14 EAST, MOUNT DIABLO MERIDIAN

SECTION 25: SOUTH  $\frac{1}{2}$  OF SOUTHWEST  $\frac{1}{4}$

SECTION 26: SOUTH  $\frac{1}{2}$  OF SOUTHEAST  $\frac{1}{4}$ , EXCEPTING THE PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH  $\frac{1}{4}$  SECTION CORNER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 14 EAST, MOUNT DIABLO MERIDIAN, THENCE WEST 385 FEET; THENCE NORTH TO THE SOUTH BOUNDARY OF WESTERN PACIFIC RAILROAD RIGHT-OF-WAY, THENCE ALONG SAID BOUNDARY EASTERLY 680 FEET; THENCE SOUTH TO THE SOUTH LINE OF SAID SECTION; THENCE WEST 293.3 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

TOWNSHIP 23 NORTH, RANGE 14 EAST, MOUNT DIABLO MERIDIAN

SECTION 35: NORTHEAST  $\frac{1}{4}$ ; NORTHEAST  $\frac{1}{4}$  OF SOUTHEAST  $\frac{1}{4}$ ; EAST  $\frac{1}{2}$  OF NORTHWEST  $\frac{1}{4}$  OF SOUTHEAST  $\frac{1}{4}$  AND THE NORTHEAST  $\frac{1}{4}$  OF NORTHWEST  $\frac{1}{4}$

SAVING AND EXCEPTING THEREFROM THAT PORTION OF THE NORTHEAST  $\frac{1}{4}$  OF NORTHWEST  $\frac{1}{4}$  OF SECTION 35 AS CONVEYED IN THE DEED FROM J. L. HUMPHREY TO JERRY EVANS, ET UX, DATED JULY 8TH 1929, RECORDED IN BOOK 62 OF DEEDS, PAGE 45,

ALSO SAVING AND EXCEPTING THEREFROM THAT PORTION OF THE NORTHEAST  $\frac{1}{4}$  OF NORTHWEST  $\frac{1}{4}$  OF SECTION 35 AS CONVEYED IN THE DEED FROM C. ROY CARMICHAEL, ET AL, DATED MAY 8TH 1936, RECORDED IN BOOK 69 OF DEEDS, PAGE 196,

ALSO SAVING AND EXCEPTING A STRIP OF LAND WITHIN THE NORTHEAST  $\frac{1}{4}$  NORTHWEST  $\frac{1}{4}$ , SECTION 35, TOWNSHIP AND RANGE AFORESAID, 150 FEET IN WIDTH, MEASURED AT RIGHT ANGLES, LYING EASTERLY, OR NORTHEASTERLY FROM AND IMMEDIATELY ADJACENT TO THE EASTERLY RIGHT-OF-WAY LINE OF THE PLUMAS COUNTY ROAD NO. 109 FROM CALIFORNIA STATE HIGHWAY ROUTE NO. 70 TO CALPINE.

Exhibit B  
The Preliminary Report

[The Preliminary Report underlies this Exhibit B cover page]



Exhibit C

Form of Grant Deed

RECORDING REQUESTED BY:

WHEN RECORDED, PLEASE MAIL TO:

The Nature Conservancy  
Attn: California Regional Counsel  
201 Mission Street, Fourth Floor  
San Francisco, CA 94105

Space above for Recorder's Use

GRANT DEED

(Sierra Nevada Project • Diamond S Corporation)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DIAMOND S CORPORATION, a Nevada Corporation,

hereby GRANTS to

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation,

the real property in the County of Plumas, State of California, more particularly described on Exhibit A attached hereto.

Together with all water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the above-described lands and all of Grantor's interest in all oil, gas, hydrocarbons and minerals, and all surface and subsurface rights, and all hereditaments, easements, incidents and appurtenances thereto.

DATE: \_\_\_\_\_

DIAMOND S CORPORATION

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

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

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

State of CALIFORNIA

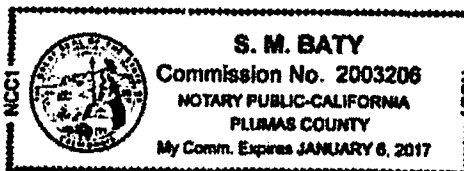
County of Plumas

On Oct. 15, 2013 before me, S. M. Baty,  
a Notary Public, personally appeared Kenneth Dean Smith,  
who proved to me, on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

S. M. Baty  
Notary Public



Updated September  
5, 2013



**First American Title Insurance Company  
National Commercial Services**

1610 Arden Way, Suite 101  
Sacramento, CA 95815

The Nature Conservancy  
1917 1st Avenue  
Seattle, WA 98101  
Phone: (206)436-6261

Escrow Officer: Arah Tresler  
Phone: (916)576-3130  
Email: atresler@firstam.com  
Property: 1006 Beckwourth Calpine Road, Beckwourth, CA

**PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

*First American Title Insurance Company*

Dated as of September 5, 2013 at 7:30 A.M.

The form of Policy of title Insurance contemplated by this report is:

California Land Title Association Standard Coverage Policy

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Diamond S Corporation, a Nevada corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

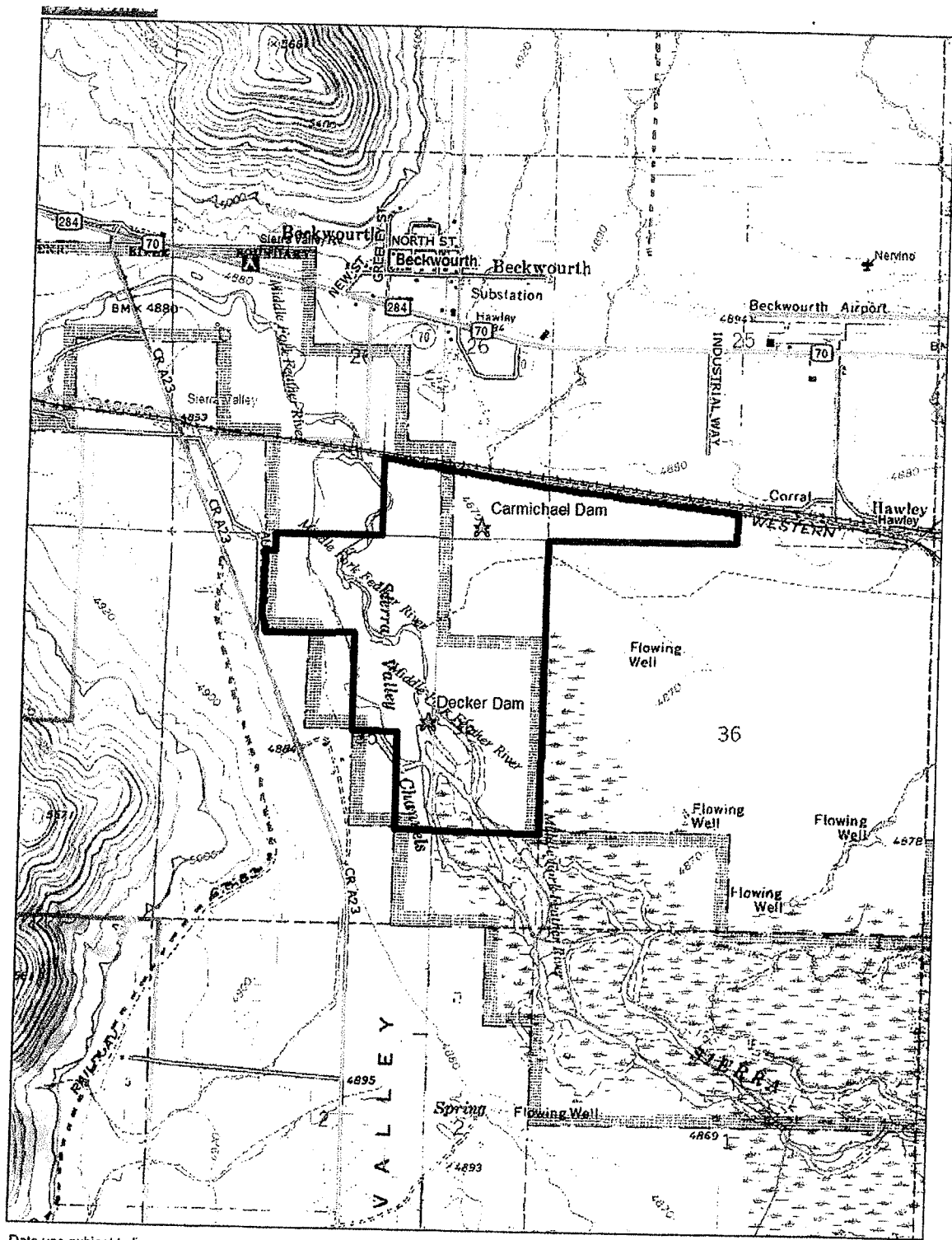
Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes. Fiscal Year 2013-2014  
  
Fiscal Year 2012-2013  
Total : \$1,435.66  
1st Installment : \$717.83 - PAID  
2nd Installment : \$717.83 - PAID  
Land : \$104,282.00  
A.P. No. : 025-220-024
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
3. The herein land lies within the Middle Fork Feather River Watermaster Service Area and is subject to all taxes, assessments and obligations thereof.
4. The herein land lies within the Sierra Valley Groundwater Management District and is subject to all taxes, assessments and obligations thereof.
5. Any title, interest, rights or claims adverse to the vestees herein, existing or claimed to exist by reason of the fact that any portion or portions of said land are now or at any time have been below the ordinary high water marks of the Middle Fork Feather River.



Data use subject to license.  
 © DeLorme. Topo North America™ 9.  
 www.delorme.com

MN (14 2° E)

0 600 1200 1800 2400 3000 ft  
 Data Zoom 13-0

## SUBJECT PROPERTY MAP

4B

RESOLUTION 2014-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK-RECORDER,  
REGISTRAR OF VOTERS, TO CONDUCT ALL  
FEDERAL, STATE AND LOCAL ELECTIONS IN THE YEAR 2014.

BE IT RESOLVED that the Plumas County Board of Supervisors hereby authorizes Kathy Williams, Plumas County Clerk-Recorder, Registrar of Voters, to conduct all federal, state and local elections throughout the calendar year 2014, as may be required or requested of said office, to appoint all election officers, secure polling centers and perform all election related duties as necessary, and

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to canvass all election returns, certifying the results to the Plumas County Board of Supervisors at a regular meeting of said Board, and,

BE IT FURTHER RESOLVED that pursuant to Elections Code Section 13307, a Candidate's Statement of Qualifications to be included with the Sample Ballot shall not exceed 200 words; with printing and mailing costs to be paid by the candidate or jurisdiction, and,

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to submit a statement to any of the governmental jurisdictions for which costs for any election services provided are incurred.

The forgoing 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 7<sup>th</sup> day of January, 2014 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

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

ATTEST:

\_\_\_\_\_  
Nancy L. DaForno,  
Clerk to the Board



**Plumas County Office of Education**  
**Plumas Unified School District**  
50 Church St., Quincy, California 95971-6009  
Telephone: (530) 283-6500 ~ FAX: (530) 283-6509  
Website: [www.pcoe.k12.ca.us](http://www.pcoe.k12.ca.us)

40

**Micheline G. Miglis, Superintendent**

Yvonne Bales  
PCOE Deputy Superintendent  
Director Business Services

Edward Thompson, Psy. D.  
PCOE Director, Student Performance  
Assessment, Instructional Services

Aurora Westwood  
PCOE Program Coordinator

Tori Willits  
PUSD Director  
Pupil Services/SELPA

Terry Oestreich  
PUSD Assistant Superintendent  
Human Resources and Personnel

TO: The Honorable Board of Supervisors  
FROM: Joyce Scroggs, Council Coordinator  
DATE: December 31, 2013  
RE: Certification of Council Membership

Education Code, Sections 8499.3 and 8499.4 requires that the County Board of Supervisors and the County Superintendent of Schools appoint members to the Local Planning Council. Locally the Council is known as the Plumas Early Education & Child Care Council.

The Council recommends that the following Plumas County residents be appointed beginning January 1, 2014. The Certification Statement is attached for signature of the Chair of the Board of Supervisors.

You will note that the Council does not have any consumer (parent/care giver members). I would welcome the opportunity to meet with you about consumers in your district who are interested in serving. The current members are:

Lucie Kreth	Portola Kids, Inc.
Shelley Morrison	Feather River College Child Development Center
Sara Frigo	Mountain Valley Child Development
Debbie Guy	PRS-Child Care Resource & Referral
Elisabeth Welch	PRS-Family Child Care Home Education Network
Ellen Vieira	First 5 Plumas
Shelley Miller	FRC Early Childhood Education Program
Janine	Plumas Children's Council
Merle Rusky	Sierra-Cascade Family Opportunities-Head Start
Dennis Thibeault	Plumas Crisis Intervention & Resource Center

Thank you.

**Board of Trustees**

Sonja Anderson

Bret Cook

Leslie Edlund

Christopher Russell, President

Robert Tuerck, Clerk

PUSD is an equal opportunity employer for all regardless of race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.



**CERTIFICATION STATEMENT**  
**REGARDING COMPOSITION OF LPC MEMBERSHIP**

**Return to:**

California Department of Education  
 Child Development Division  
 Local Planning Council Team  
 1430 N Street, Suite 3410  
 Sacramento, CA 95814

**Due Date:**

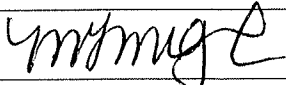
**Annually on January 15**

Please complete all information requested below:

County Name: Plumas		County Coordinator Name and Telephone Number: Joyce Scroggs 530-283-6500 ext 234
<b>Membership Categories</b>		
Name of Representative	Address/Telephone Number	Appointment Date & Duration
20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)		
20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)		
Lucie Kreth	Portola Kids, Inc. 420 N. Pine St. Portola 96122 530-832-5678	January 1, 2013 to June 30, 2015
Merle Rusky	SCFO-Head Start 80 Main St. Quincy 95971 530-283-1242	January 1, 2013 to June 30, 2014
Sara Frigo	Mountain Valley Child Development Box 116 Crescent Mills 95934 530-284-7516	January 1, 2013 to June 30, 2015
Debbie Guy	Plumas Rural Services-Child Care R&R 586 Jackson St. Quincy 95971 530-283-4453	January 1, 2013 to June 30, 2015
20% Public Agency Representative (Defined as a person who represents a city, county or local education agency.)		
Ellen Vieira	First 5 Plumas 270 Hospital Rd. Ste 206 Quincy 95971 530-283-6159	January 1, 2013 to June 30, 2014
Shelley Miller	Feather River College-ECE Program 570 Golden Eagle Ave. Quincy 95971 530-283-0202 x 311	January 1, 2013 to June 30, 2014
Shelley Morrison	Feather River College-Child Development Ctr 570 Golden Eagle Ave Quincy 95971 530-283-0521	January 1, 2013 to June 30, 2015



Membership Categories		
Name of Representative	Address/Telephone Number	Appointment Date & Duration
20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)		
Janine	Plumas Children's Council Box 382 Quincy 95971 530-283-5333	January 1, 2013 to June 30, 2014
Dennis Thibeault	Plumas Crisis Intervention & Resource Center 591 Main St. Quincy CA 95971 530-283-5515	January 1, 2013 to June 30, 2015
20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)		
Elisabeth Welch	PRS-Family Child Care Home Education Network 586 Jackson St. Quincy 95971 530-283-4453	January 1, 2013 to June 30, 2015

<b>Authorized Signatures</b>		
We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of January 1, 2013, the above identified individuals meet the council representation categories as mandated in AB 1542 (Chapter 270, Statutes 1997; California <i>Education Code</i> Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.		
Authorized Representative - County Board of Supervisors	Telephone Number	Date
	530-283-6170	
Authorized Representative - County Superintendent of Schools	Telephone Number	Date
	530-283-6500 ext 221	12/17/13
Local Child Care Planning Council Chairperson	Telephone Number	Date
	530-283-4453 ext *824	

# 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



## CONSENT AGENDA REQUEST

For the January 7, 2014 meeting of the Board of Supervisors

December 30, 2013

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, appearing to read 'Robert A. Perreault, Jr.', is written over the 'From:' line.

Subject: Request Extension for Extra Help in Public Works Engineering Department

### Background:

Public Works recently hired an extra help employee to assist in the Department of Public Works and the Engineering Department. There is adequate work load and budget to fund this extra help position beyond the 60 day limit. Public Works staff desires to extend the term of the extra help employee beyond the 60 day limit.

### Recommendation

Public Works respectfully recommends the Board of Supervisors approve the extension to allow the extra help employee to remain on the payroll for additional days, not to exceed an additional sixty (60) days, as determined by the Director of Public Works.