



## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF MAY 20, 2014 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

**[www.countyofplumas.com](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

### SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

### Convene as the Flood Control & Water Conservation District Governing Board

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

- A. Report on the status of the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff
- B. Authorize the Co-Manager to execute and "Agreement for Contract Employee Services" pertaining to the project known as "State Water Project, Contract Extension". Discussion and possible action

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

#### 2. COMMUNITY DEVELOPMENT COMMISSION – David Keller

##### **PUBLIC HEARING:**

- A. Adopt **RESOLUTION** Community Development Block Grant No. 12-CDBG-8407 for Microenterprise Technical Assistance Guidelines. **Roll call vote**
- B. Adopt **RESOLUTION** Community Development Block Grant No. 12-CDBG-8407 for Microenterprise Financial Assistance Guidelines. **Roll call vote**
- C. Adopt **RESOLUTION** revising the Memorandum of Understanding between Plumas County and the Plumas County Community Development Commission regarding operation of the Community Development Block Grant (CDBG) Program. **Roll call vote**

3. **DEPARTMENTAL MATTERS**

A. **MANAGEMENT COUNCIL** - Dony Sawchuk  
Executive Report for August 2014

B. **FACILITY SERVICES/AIRPORTS** – Dony Sawchuk

- 1) Approve Loan and associated budget transfer of \$20,000 from General Services-20020/Professional Services-521900 to Plumas County Airports-20891 for the purchase of a jet refueling truck and incidental fuel tank conversion costs to be repaid within three (3) years, including interest at the pooled funds rate. Discussion and possible action
- 2) Approve contract for purchase of a jet refueling truck at a cost of \$12,500, and authorize Director of Facilities and Airports to do all acts necessary to complete the transaction; and
- 3) Approve project for the incidental fuel tank conversion to Jet A fuel, including authorization to purchase necessary equipment and services in an amount not to exceed \$7,500. Discussion and possible action

C. **HUMAN RESOURCES** – Gayla Trumbo

- 1) Approve budget transfer of \$6,000 from 51000-Regular Wages to 523702-Publications/Recruitments \$5,600; 520210-Postage \$200; and 520201-Phone/Land Line \$200. Discussion and possible action
- 2) Authorize the Director of Human Resources to refill vacant, funded and allocated 1.0 FTE Human Resources Technician I/II. Discussion and possible action

D. **PUBLIC WORKS** – Robert Perreault

- 1) Authorize the Department of Public Works to fill vacant, funded and allocated 1.0 FTE Road Maintenance Leadworker, Graeagle. Discussion and possible action
- 2) Approve budget transfer of \$8,600 from 544803-Radar Sign to 524400-Special Department Expense for purchase of two LED display speed signs. Discussion and possible action
- 3) Solid Waste Program: Discussion, possible action and/or direction to staff regarding Green Waste Program in Plumas County

E. **AGRICULTURE/WEIGHTS & MEASURES** – Tim Gibson

- 1) Approve and authorize the Chair to sign USDA-Wildlife Services Agreement, Amendment No. 1 increasing the original amount of the Agreement by \$5,600; and approve a budget transfer of \$5,600 from 51000-Regular Wages to 521900-Professional Services accordingly. Discussion and possible action. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Cooperative Service Agreement No. 14-73-0275-RA between Plumas County and USDA-Wildlife Services for FY 2014-2015 to maintain an Integrated Wildlife Damage Management Program. Discussion and possible action. Approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign Cooperative Service Agreement No. 14-73-0275-RA Work and Financial Plan for FY 2014-2015 between Plumas County and USDA-Wildlife Services of \$67,067 for maintenance of an Integrated Wildlife Damage Management Program. Approved as to form by County Counsel

F. **MENTAL HEALTH** – Peter Livingston

- 1) Approve and authorize the Chair to sign St. Helena Hospital Contract, Amendment No. 5 for FY 2013-2014 ratified back to July 01, 2013 for services performed by the hospital prior to the amendment's execution. Discussion and possible action. Approved as to form by County Counsel
- 2) Authorize the Auditor/Controller to pay St. Helena Hospital bill of \$6,120 from FY 2012-2013. Discussion and possible action

#### **4. BOARD OF SUPERVISORS**

- A. Approve and authorize the Chair to sign letter to the Plumas Superior Court in support of "Youth Court" program as presented to the Board on May 13, 2014. Discussion and possible action
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

#### **5. CONSENT AGENDA**

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

##### **A. BOARD OF SUPERVISORS**

- 1) Approve and authorize the Chair to execute letter to the State Department of Transportation for encroachment permit (Indian Valley Chamber of Commerce: Activities in Indian Valley for June – December, 2014)
- 2) Approve and authorize the Chair to execute letter to the State Department of Transportation for encroachment permit (Quincy Chamber of Commerce: 69<sup>th</sup> Annual Fair Parade – Saturday, August 16, 2014 at 10:00 a.m.)

##### **B. PLUMAS UNIFIED SCHOOL DISTRICT**

Approve request of Plumas Unified School District to waive fees for use of the Greenville Town Hall during the dates of July 14<sup>th</sup> through August 1<sup>st</sup> for the "Free Meal Program in Greenville"

##### **C. SHERIFF**

Authorize the Auditor/Controller to pay invoice to Washoe County Medical Examiner and Coroner's Office for services provided from October 2013 through June 2014 without a contract

##### **D. COMMUNITY DEVELOPMENT COMMISSION**

Approve and authorize the Chair to execute new signature page of the Community Development Block Grant Program (Income Reuse Plan)

#### **6. 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

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

##### **ADJOURNMENT**

Adjourn meeting to Tuesday, June 03, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.



IB

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

**AGENDA REQUEST**

for the May 20, 2014 meeting of the FC&WC District Governing Board

May 12, 2014

To: Honorable Governing Board

From: Robert Perreault, Co-Manager- FC&WCD – Operations

Subject: Authorize the Co-Manager to Execute an “Agreement for Contract Employee Services” pertaining to the project known as, “State Water Project, Contract Extension.” Discussion and possible action.

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

**BACKGROUND**

On April 2, 2013, the Governing Board unanimously adopted a motion authorizing the Co-Manager (Operations) of the Flood Control District to execute a Contract for Professional Services with Leah Wills in the amount of \$5,000 for services pertaining to the California Department of Water Resources project known as “State Water Project, Contract Extension.”

The draft contract was fully executed and Leah Wills has provided, and continues to provide, professional services to the Operations Division of the FC&WC District.

Recently, District staff has conducted contract-format discussions with County Counsel Craig Settemire and Risk Manager Roberta Allen. Leah Wills and District Planning Co-Manager Randy Wilson have also been involved in discussions. The consensus of all involved is that the nature of the services being provided by Leah Wills would be better provided in the form of an “Contract Employee Services Agreement.”

Accordingly, a draft “Contract Employee Services Agreement” for the Operations Division is attached for consideration by the District’s Governing Board.

Agenda Request for the May 20, 2014 Governing Board Meeting

Proposed Employee Services Agreement

May 12, 2014

Page 2

If execution of the attached (replacement) agreement is authorized by the Governing Board, the existing Professional Services Agreement will be deemed as unnecessary by the District Operations Co-Manager.

The existing funding for the anticipated work for the remainder of this fiscal year is adequate and would not be affected with this proposed change of contract format.

District staff continues to consider the matter to qualify for sole source contracting pursuant to Section 3-1(l), and Section 3-1(n) of the Plumas County Purchasing Policy.

**RECOMMENDATION**

District staff respectfully recommends that the Governing Board vote to authorize sole source contracting and to further authorize the Co-Manager (Operations) to execute a Contract Employee Services Agreement contract with Leah Wills.

Attachment: Proposed Contract Employee Services Agreement

# **D R A F T**

## **AGREEMENT FOR CONTRACT EMPLOYEE SERVICES**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT, a political subdivision of the State of California, hereinafter referred to as "DISTRICT" and LEAH WILLS, hereinafter referred to as "CONTRACT EMPLOYEE," to provide contract employee services to the District.

### **1. DEFINITIONS**

For clarification purposes, the following terms and phrases are further clarified in regard to usage in the administration of this contract:

**CONTRACT EMPLOYEE:** Leah Wills. The contract provisions are solely applicable to the named individual.

**OPERATIONS DIVISION:** The contract is intended to provide services only for the Operations Division of the Plumas County Flood Control and Water Conservation District.

**PAYROLL:** The Contract Employee shall be considered an "Extra Help Employee," who will serve at the pleasure of the District's Division Co-Manager.

### **2. SERVICES TO BE PROVIDED**

CONTRACT EMPLOYEE shall serve in a consultant, or advisory, capacity to the Co-Manager. Duties include, but are not limited to: provide support services, as requested, in regards to the project known as the "Water Supply Contract Extension Program," involving the existing contracts between the California department of Water resources and the State Water Contractors. CONTRACT EMPLOYEE shall consult with the District Co-Manager on an ongoing basis to identify and prioritize specific services to be provided pursuant to the Agreement.

Inherent in the services to be provided is an on-going duty to be aware of appropriated funding that is intended to cost the costs of services and other reimbursements to the CONTRACT EMPLOYEE.

### **3. CONTRACT SCHEDULE**

The nature of this work to be performed by the CONTRACT EMPLOYEE is such that the District Staff and the CONTRACT EMPLOYEE are primarily to be reactionary to the actions of the State or/or the other State Water Contractors. Accordingly, there is no foreseen specific project delivery schedule.

### **4. TERM**

CONTRACT EMPLOYEE shall be retained for a period of twenty-six (26) months, commencing on May 1, 2014, and ending on June 30, 2016, subject to Paragraph 5, below.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CONTRACT EMPLOYEE to resign at any time from this position with the DISTRICT, upon two (2) weeks written notice to the District Co-Manager.

5. COMPENSATION AND REIMBURSEMENT

CONTRACT EMPLOYEE shall be compensated for her service at the rate of Sixty-Eight Dollars and No Cents per hour (\$68.00/hr).

Subject to pre-authorization by the District, District shall reimburse CONTRACT EMPLOYEE for reasonable and necessary travel expenses for travel outside the District boundaries.

CONTRACT EMPLOYEE shall submit to the District, a time card and any reimbursement requests, on a bi-weekly basis, in accordance with policies and procedure established by the District Co-Manager.

6. PAYMENT

Payment for services and reimbursement, if any, shall be processed as part of the regular County bi-weekly payroll.

7. NOTICES

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

If to Contract Employee:

Leah Wills

5587 North Fir Fork

Taylorsville, CA 95983

Tel: (530) 284-7294

If to Co-Manager, Operations Division:

Robert A. Perreault, Jr.

Co-Manager, Operations Division

1834 East Main Street,

Quincy, CA 95971

Tel: (530) 283-6268

Fax: (530) 283-6323

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

8. TERMINATION

DISTRICT Co-Manager may terminate this agreement at any time, with or without cause, upon two (2) weeks 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 the notice of dismissal and to any rights to hearing or appeal thereon.

9. EMPLOYMENT BENEFITS

COUNTY shall provide CONTRACT EMPLOYEE no benefits or compensation other than salary and compensation as described in section three. CONTRACT EMPLOYEE shall not be entitled to participate in the "Standard Department Head Benefit Program", including but not limited to, PERS retirement, County Medical, Sick Leave and/or Vacation.

10. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to the Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental (district) procedures.

11. NON-ASSIGNABLE

This Contract is personal and is not assignable under any circumstances.

12. OTHER WORK BY CONTRACT EMPLOYEE

Employment shall not be construed to preclude teaching, writing, or consulting performed on the CONTRACT EMPLOYEE'S time off.

13. REPORTING

CONTRACT EMPLOYEE will report directly with the Director of Public Works.

14. MODIFICATION

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

15. ATTONEY'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 relied, to which such party may be entitled.

After the claims procedures that may be applicable under the California Government Tort Act are exhausted, any dispute arising between the CONTRACT EMPLOYEE and the DISTRICT pertaining to the formation, validity, interpretation, effect, performance or alleged breach of this Agreement (hereinafter referred to as "Arbitral Dispute") will be submitted to binding arbitration in Plumas County, California. The Arbitrator shall be chosen from a list of retired judges and/or local attorneys within Plumas County, unless mutually agreed to by the parties. The parties agree to submit any such dispute to binding arbitration within six (6) months of the alleged violation of this Agreement. Any such claims not presented within six (6) months shall be

deemed waived. The parties agree to conduct arbitration using rules that may be established by the Arbitrator. The parties agree that such arbitration shall be the exclusive remedy for any Arbitral Dispute arising out of this Agreement, and hereby expressly waive any right they have or may have to a jury trial of any dispute arising out of this Agreement. In making an award, the Arbitrator shall have no power to add to, delete from or modify the terms of this Agreement, or to construe implied terms or covenants herein, the parties being in agreement that no such implied terms or covenants are intended. In reaching a decision, the Arbitrator shall adhere to relevant laws and an applicable legal precedent, and shall have no power to vary there from. Should the Arbitrator exceed the jurisdiction or authority here conferred, any party aggrieved thereby may file a petition to vacate, amend or correct the award so rendered in a court of competent jurisdiction.

16. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that she 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 she 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 the 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.

17. SEVERABILITY

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

18. INDEMNIFICATION

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

19. GENERAL PROVISIONS

The text herein shall constitute the entire agreement between parties.

This Agreement shall be binding upon, and insure to the benefit of the heirs, successors, assigns, executors and personal representatives of the parties hereto.

This Agreement shall become effective on May 1, 2014, after authorization is granted by the Governing Board of the Plumas County Flood Control & Water Conservation District.

*[Signatures on Next Page]*

CONTRACT EMPLOYEE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Leah Wills

PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert A. Perreault, Jr.  
District Co-Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Counsel

APPROVED AS TO COMPLIANCE WITH PLUMAS COUNTY PURCHASING POLICY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Plumas County Flood Control & Water Conservation District

Resolution No. \_\_\_\_\_

2

**AUTHORIZATION TO ADOPT  
CDBG MICROENTERPRISE TECHNICAL ASSISTANCE GUIDELINES**

**WHEREAS**, the State of California Department of Housing and Community Development (HCD) has provided Community Development Block Grant (CDBG) No. 12-CDBG-8407 for a Microenterprise Program, and

**WHEREAS**, a component of the Microenterprise Program is Technical Assistance (TA) Services for qualified business applicants, and

**WHEREAS**, TA Guidelines have been developed to define applicants eligible for this program and the procedures and processes by which the program will be marketed, applicants evaluated and selected, the types of TA that may be provided to eligible applicants, compliance with CDBG program requirements, program oversight and procedures to resolve disputes and any conflicts of interest that may arise in the operation of the TA program,

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Board of Supervisors approves the Plumas County Microenterprise Program Technical Assistance Guidelines and authorizes the Executive Director of the Plumas County Community Development Commission, or his Designee, to forward this document and any applicable attachments to the California Department of Housing & Community Development.

**ADOPTED AND APPROVED THIS** 20th day of May 2014, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Jon Kennedy, Chairperson

**ATTEST:**

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Nancy DaForno, Clerk of the Board

Resolution No. \_\_\_\_\_

**AUTHORIZATION TO ADOPT  
CDBG MICROENTERPRISE FINANCIAL ASSISTANCE GUIDELINES**

**WHEREAS**, the State of California Department of Housing and Community Development (HCD) has provided Community Development Block Grant (CDBG) No. 12-CDBG-8407 for a Microenterprise Program, and

**WHEREAS**, a component of the Microenterprise Program is Financial Assistance (FA) Loans for qualified business applicants, and

**WHEREAS**, FA Guidelines have been developed to define applicants eligible for this program and the procedures and processes by which the program will be marketed, applicants evaluated and selected, the type(s) of FA that may be provided to eligible applicants, compliance with CDBG program requirements, program oversight and procedures to resolve disputes and any conflicts of interest that may arise in the operation of the FA program,

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Board of Supervisors approves the Plumas County Microenterprise Program Financial Assistance Guidelines and authorizes the Executive Director of the Plumas County Community Development Commission, or his Designee, to forward this document and any applicable attachments to the California Department of Housing & Community Development.

**ADOPTED AND APPROVED THIS** 20th day of May 2014, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

Jon Kennedy, Chairperson

**ATTEST:**

---

Nancy DaForno, Clerk of the Board

Resolution No. \_\_\_\_\_

**TO ADOPT REVISIONS TO THE MEMORANDUM OF UNDERSTANDING BETWEEN  
PLUMAS COUNTY AND THE PLUMAS COUNTY COMMUNITY DEVELOPMENT  
COMMISSION REGARDING OPERATION OF THE COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) PROGRAM**

**WHEREAS**, the Plumas County Community Development Commission (PCCDC) has operated the Plumas County Community Development Block Grant (CDBG) Program since 1984 pursuant to Section 2-2.209 of Ordinance No. 84-559, and

**WHEREAS**, the State of California Department of Housing and Community Development (HCD) has requested a Memorandum of Understanding (MOU) between the parties to further clarify the PCCDC responsibilities as set forth in the Ordinance, and

**WHEREAS**, the Board of Supervisors approved the MOU document on March 11, 2014 via Resolution No. 14-7950, and these documents were forwarded to the California State Department of Housing & Community Development, and

**WHEREAS**, HCD has requested revised language in the MOU, specifically in the area of approval of financial requests and reports (as shown on the attached "Track Changes" copy);

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Board of Supervisors approves the revised MOU between Plumas County and PCCDC governing the operation of Plumas County's CDBG program by PCCDC and authorizes the Chairperson of the Plumas County Board of Supervisors and the Executive Director of the Plumas County Community Development Commission to execute the MOU.

**ADOPTED AND APPROVED THIS** 20th day of May 2014, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Jon Kennedy, Chairperson

**ATTEST:**

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Nancy DaForno, Clerk of the Board

Memorandum of Understanding  
Between  
Plumas County  
And  
The Plumas County Community Development Commission

This Memorandum of Understanding (MOU) sets forth the relationship (roles and responsibilities) between Plumas County (County) and the Plumas County Community Development Commission (PCCDC) in connection with the Small Cities Community Development Block Grant Program (CDBG) administered by the California State Department of Housing and Community Development (HCD).

This MOU has been created at the request of HCD with the goal of complementing, enhancing, and clarifying Plumas County Ordinance No. 84-559 delegating responsibility for the CDBG program to PCCDC.

Specifically, the Ordinance amended Chapter 2 of Title 2 of the Plumas County Code by adding Article 2 to establish the Community Development Commission.

Section 2-2.209 of the Ordinance, entitled “Community Development Block Grants”, states, “The Commission is specifically charged with application for Community Development Block Grant funds for the County, and with the administration, implementation, operation, and fiscal accounting and control of all Community Development Block Grant programs funded to the County.”

Therefore, both the County and PCCDC agree to the following principles/provisions as they relate to the CDBG program:

**Application and Grant Agreement Signature Authorization**

Any CDBG application shall be signed by the Chair of the Board of Supervisors or his/her designee.

Any Grant Agreement between HCD and the County shall be signed by the Chair. The Chair shall sign any other documents directly related to a CDBG Grant Agreement, such as (but not limited to) a Request for a Modification in the Grant agreement terms, and any Amendments to a Grant Agreement.

**PCCDC as County Agent for CDBG matters.**

Although PCCDC is not a signatory to any CDBG Grant Agreements, in its role as the County designated Agency to administer and implement all CDBG programs and activities (Ordinance 84-559), PCCDC shall be subject to all applicable provisions of any CDBG Grant Agreement and agrees to comply with all applicable Federal and State Laws and Regulations governing the CDBG program including but not limited to Title 24 Part 570 of the Code of Federal Regulations.

In its role as administrator of the CDBG program on behalf of the County, PCCDC may elect to enter into subrecipient agreement (s) and/or subcontract (s) to implement any or all part of any CDBG Grant Agreement and/or Revolving Loan Account (s).

### **CDBG Program Administration, Implementation and Operation**

For every activity contained in a CDBG Grant Agreement, PCCDC shall prepare and submit to the County a Scope of Work, Budget, Goals and Performance Measures, and Timeline to the County for review and approval. This includes any activities funded by any Revolving Loan Account or by any Program Income.

PCCDC shall prepare and sign all programmatic reports as required by HCD

In conjunction with a no-less-than quarterly financial report (see below), PCCDC shall present a comprehensive report of the all CDBG activities to the County, including the status of each open grant and any RLA activities.

### **Financial Management and Signature Authorization**

PCCDC shall present a financial report to the County no less than each quarter on every open Grant, including any activities funded by any Revolving Loan Account or by any Program Income).

PCCDC shall prepare and sign all financial reports as required by HCD for the implementation of all CDBG project (s). These reports will be reviewed and signed by either the County Auditor-Controller or Assistant Auditor. Copies shall be made available to the County.

PCCDC shall maintain detailed Books of Account on all CDBG activities which shall be available for review by the County.

PCCDC's CDBG Books of Account shall serve as a subsidiary ledger for the County's CDBG account and will be incorporated into the annual County audit.

The County shall execute an HCD "Authorized Signature Card for Request of Funds" for each CDBG grant received by the County. This signature card will be signed by the Chairperson of the Board of Supervisors, the County Auditor-Controller, and the Assistant Auditor. Funds Requests associated with CDBG grants will be prepared by PCCDC but reviewed and authorized by the County Auditor-Controller or the Assistant Auditor. As part of PCCDC's financial management of the CDBG program on behalf of the County, the County expressly authorizes PCCDC to designate a staff member(s) to be the authorized signature (s) to sign the document titled "Authorized Signature Card for Request of Funds" for any CDBG grant received by the County and the associated Funds Requests. The Plumas County Board of Supervisors governing board shall, by Resolution, shall make the signature authority determination for each CDBG grant.

### **County oversight of the CDBG Program**

The County shall monitor the performance of PCCDC against the approved Goals and Performance measures.

The County shall take any action as it deems appropriate in the event of substandard or non performance.

PCCDC shall make available any information, documents or materials related to any CDBG grant agreement to the County upon request.

County of Plumas

Plumas County Community  
Development Commission

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Date

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Date

Approved as to Form

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Date

**S:\David's Documents\CDBG\MOU between Plumas County and PCCDC re  
CDBG.doc**



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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



**Donald Sawchuk**  
Director

**Date:** May 20, 2014

**To:** Honorable Board of Supervisors

**From:** Dony Sawchuk, Director

**Subject:** Executive Report, May 2014 - Plumas County Management Council

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### Background

PCMC wishes to present to the Board of Supervisors a monthly report regarding the activities of the PCMC. Material to report may include items such as departmental matters, policy development and recommendations thereof, objective analysis of county related issues and efforts of successful coordination between county departments.



3B

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

**Dony Sawchuk**  
Director

Board Meeting Date: May 20, 2014

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject:

1. Approve Loan and associated budget transfer of \$20,000.00 from General Fund to Plumas County Airports for the purchase of a jet refueling truck and incidental fuel tank conversion costs to be repaid within three (3) years, including interest at the pooled funds rate (four-fifths vote required if from General Fund Contingency);
2. Approve contract for purchase of a jet refueling truck at a cost of \$12,500, and authorize Director of Facilities and Airports to do all acts necessary to complete the transaction; and
3. Approve project for the incidental fuel tank conversion to Jet A fuel, including authorization to purchase necessary equipment and services in an amount not to exceed \$7,500.

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### Background

Plumas County Airports is upgrading the aircraft fueling system at Rogers Field in Chester to include the sale of jet fuel. Currently the county owns two, 12,000 gallon above ground fuel storage tanks and only offers 100LL grade fuel. This type of fuel is used in smaller piston engine aircraft. Jet fuel was available and had been sold at the airport until March 30, 2014. The jet fuel concession was owned by the now retired FBO, Dan English. Jet fuel is required by the USFS Air Attack Base turbo prop, jet and helicopter aircraft and the private jets that frequent Chester during the summer months. The majority of fuel sold at Rogers Field is jet fuel. More jet fuel is sold annually than the total combined 100LL sales of fuel of all three Plumas County airports. Jet fuel is a critical and essential service at Chester, Rogers Field and has been available for 20 years at the airport.

Dan English had advertised his jet refueling equipment as a package, but did not receive any offers. He asked Plumas County Airports if there was interest in purchasing his equipment and continuing jet fuel service. We contacted Epic Aviation, an aircraft bulk fuel supplier, to survey Dan's equipment for possible purchase. Epic Aviation provided us their Risk Manager and Fuel Equipment Specialist to do the survey. The 2200 gallon aircraft refueler was the only item in Dan's inventory certified as in good operational condition and usable for fuel delivery. The

price negotiated with Dan English for the purchase of the truck is \$12,500.00. The Epic Aviation Specialist agreed that this was a good price given the age and well maintained condition of the equipment. He also mentioned the convenience of the equipment being on site will save the county several thousands in shipping costs. We had researched other aviation refueler trucks on the market and found prices ranging from \$55,000.00 for an older model and up to \$189,000.00 for a used later model refueler. Because of the survey and our research, we are asking to purchase the equipment as a sole source service contract by the Purchasing Agent due to being deemed reasonably necessary and "best interest of the County."

We are also requesting an additional \$7,500.00 for the conversion of one of our newer and certified 12,000 gallon fuel tanks from "100LL" to "Jet A" fuel. Epic Aviation will provide their fuel specialist at no cost to the county to perform the conversion but the county will pay for parts and material required for the conversion. Conversion will take one day to perform. By converting one of our fuel holding tanks, the county will be providing continued fuel service to both the USFS Air Attack Base aircraft and private jet customers. Attached to this memo is a chart showing jet Fuel sales from 1992 thru 2013. Over the last 20 years the average amount of jet fuel sold per year is 36,000 gallons. Dan English also provided the county with financials showing an average gross profit margin in jet fuel sales of \$47,199.00 per year.

We are requesting a \$20,000.00 loan from the General Fund to Plumas County Airports with a 36 month term and repayment to include interest at the "Pooled Funds" interest rate. We are also requesting the option to pay off the loan earlier if additional revenue is collected. The loan will be paid back through revenue acquired by the following:

1. Jet A fuel sales profit (new revenue source)
2. 100LL fuel sales profit
3. Tie Down fees
4. Hangar Space Rental fees

#### **Recommendation**

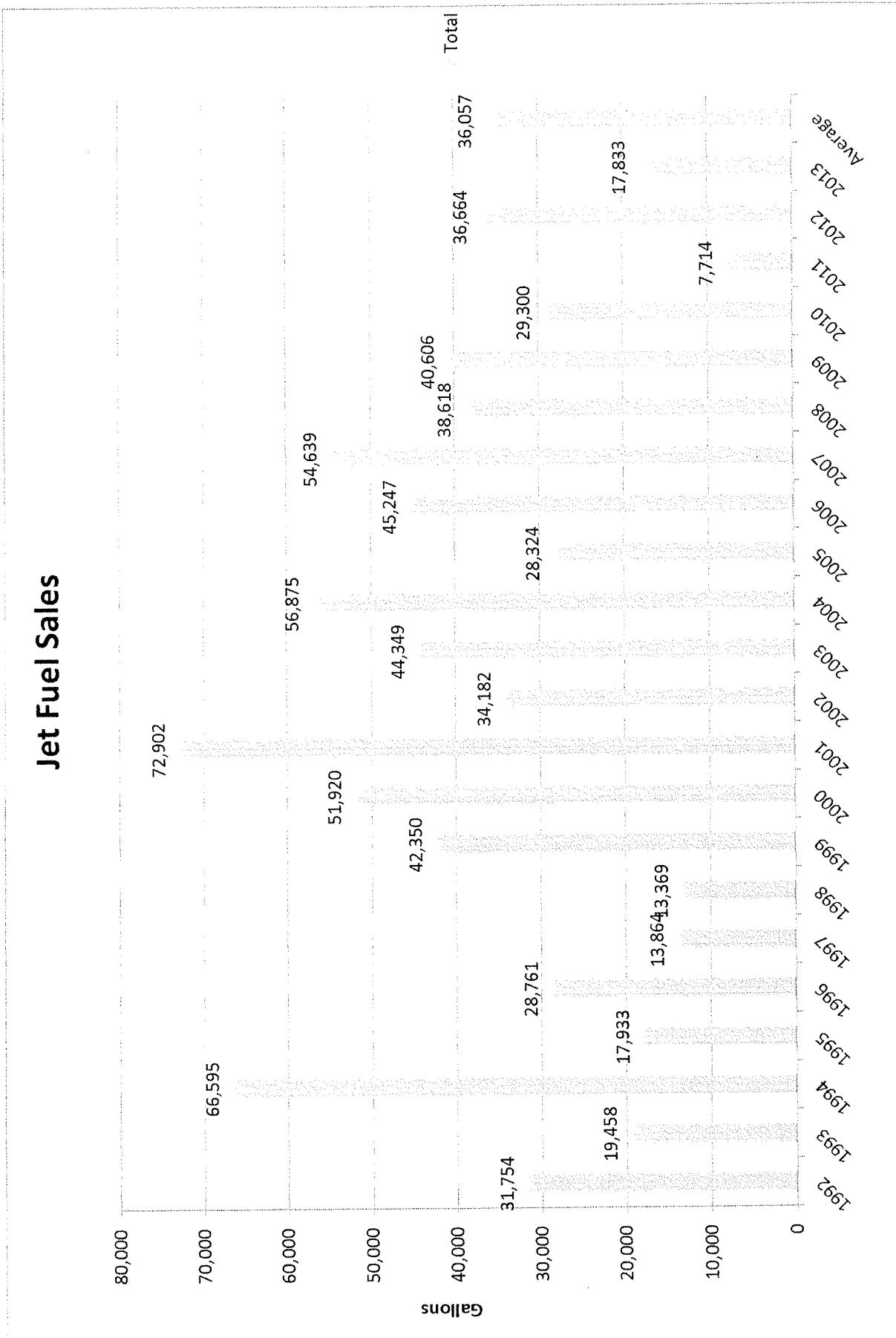
Approve Loan and associated budget transfer of \$20,000.00 from General Fund to Plumas County Airports for the purchase of a jet refueling truck and incidental fuel tank conversion costs to be repaid within three (3) years, including interest at the pooled funds rate (four-fifths vote required if from General Fund Contingency);

Approve contract for purchase of a jet refueling truck at a cost of \$12,500, and authorize Director of Facilities and Airports to do all acts necessary to complete the transaction; and

Approve project for the incidental fuel tank conversion to Jet A fuel, including authorization to purchase necessary equipment and services in an amount not to exceed \$7,500.

## Jet Fuel Sales

## Jet Fuel Sales



3:38 PM

08/12/13  
Accrual Basis

**Mt. Lassen Aviation**  
**Sales by Item Summary**  
 January 2008 through December 2012

	Jan '08 - Dec 12							
	Qty	Amount	% of Sales	Avg Price	COGS	Avg COGS	Gross Margin	Gross Margin %
Inventory								
Jet Fuel	153,221	762,553.36	99.9%	4.98	526,555.50	3.44	235,997.86	30.9%
Total Inventory	153,221.00	762,553.36	99.9%	4.98	526,555.50	3.44	235,997.86	30.9%
Parts								
Prist	41	577.98	0.1%	14.10				
Total Parts	41.00	577.98	0.1%	14.10				
<b>TOTAL</b>	<b>153,262</b>	<b>763,131.34</b>	<b>100.0%</b>	<b>4.98</b>		<b>3.44</b>		

# **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [gaylatrumbo@countyofplumas.com](mailto:gaylatrumbo@countyofplumas.com)



3c1

**Gayla S. Trumbo**  
*Human Resources  
Director*

**DATE:** May 9, 2014

**TO:** The Honorable Board of Supervisors

**FROM:** Gayla Trumbo, Human Resources Director

**SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
MAY 13, 2014.  
RE: APPROVE BUDGET TRANSFER WITHIN THE HUMAN  
RESOURCES BUDGET 20035**

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### **IT IS RECOMMENDED THAT THE BOARD:**

Approve budget transfer to lower 51000 Regular Wages by \$6,000 and transfer \$5,600.00 to 523702 Publications/Recruitments, \$200.00 to 520201 Phone – Land Lines, and \$200.00 to 520210 Postage in the Human Resources Department 20035.

### **BACKGROUND AND DISCUSSIONS**

I have reviewed my department's budget and have found that we will be overdrawn in several of our accounts by the end of this fiscal year. The good news is that I do have savings within my Regular Wages to cover these short falls. The savings is due to an employee taking a promotion to another department and refilling the position at a lower range. I have also had savings as a result of an employee who was injured and was unable to return to full time work for the majority of this fiscal year.

As of April 30, 2014, the Human Resources Department has recruited for 91 positions with a total of 457 applicants meeting the requirements of these positions. The majority of these positions were advertised in our local newspaper and on our website. However, there are positions that we must advertise in more expensive publications to reach a larger population of potential applicants. Some of the positions that fall into this category are Supervising Probation Officer, Deputy Probation Officer, Assistant Auditor, Mental Health and Behavioral Health Therapist, Substance Use Disorder Specialist I or II, and Department Head positions such as the Chief Probation Officer. In addition we have numerous positions that require testing potential candidates. This department has created entry level tests for office support classifications however, there are other positions that we must purchase test from Cooperative Personnel Services and Cooperative Personnel Services- POST. The cost for these tests are anywhere from \$235 to \$465. The cost

consists of a flat rate charge which depends on the test classification and a charge per the number of test ordered.

With the number of positions that we have recruited and the various tests proctored I am out of funds within my publications/Recruitment line item. At this time we have at least three more tests to order and proctor. The testing is for the Department Fiscal Officer for Alcohol and Drug, Sheriff Dispatcher, and Deputy Probation Officer I.

The shortage in 520201 Phone-Land Lines is due to the fact that I did not budget for the additional phone line when this Board allocated a Human Resources Analyst to my department.

I am also running low in account 520210 Postage. This is due to my underestimating the amount needed for this fiscal year. We have had mass mailings of job announcements to the various California counties; various subpoena of records request that had to be mail to various attorneys in addition to the normal mailing volume.

At this time I respectfully request that the Board approve the budget transfer from Regular Wages to the stated accounts so that we will not overdraw our line items.

Thank you for your time and consideration on this agenda item.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: Human Resources      Dept. No: 20035      Date 5/9/2014

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

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

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Budget line items were underestimated for the fiscal year 2013-2014.

B) Due to an extended medical leave and refilling a position in February at a lower range and step than former employee.

C) Line items will be overdrawn and unable to pay phone, postage and recruitment cost for the remainder of this fiscal year.

D) \_\_\_\_\_

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:



Board Approval Date:

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials \_\_\_\_\_

#### INSTRUCTIONS:

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

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

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

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

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



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## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [gaylatrumbo@countyofplumas.com](mailto:gaylatrumbo@countyofplumas.com)

**DATE:** May 9, 2014

Gayla S. Trumbo  
*Human Resources  
Director*

**TO:** The Honorable Board of Supervisors

**FROM:** Gayla Trumbo, Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
May 20, 2014.

**RE: AUTHORIZE TO REFILL 1.0 FTE HUMAN RESOURCES  
TECHNICIAN I OR II.**

---

### **IT IS RECOMMENDED THAT THE BOARD:**

Authorize the Human Resources Director to refill 1.0 FTE Human Resources Technician I or II.

### **BACKGROUND AND DISCUSSIONS**

I have received notice from my Human Resources Technician III, that she has accepted a promotional appointment to a position in another County department. Her last day in my Department will be May 23, 2014.

This is a key position that is assigned to handle the payroll data functions of this department. I do not have anyone trained that can handle the duties of this position at this time except me. I have two other employees within my department. My Analyst has been with the County approximately six months; and my Human Resources Technician I was hired in February of this year. Therefore, these employees have been focused on learning and completing their assigned functions and have not had the opportunity to cross train on payroll functions.

I have attached the Critical Staffing Questionnaire to provide further information to you. This position is allocated and funded for 2013-2014. There will be a savings to my 2014-2015 budget due to the fact that I will be refilling this position at a lower range and step than the employee who is leaving.

At this time, I request that the Board approve the refilling of the Human Resources Technician I or II.

Thank you for your consideration.

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

- Is there a legitimate business, statutory or financial justification to fill the position? *Yes, the position is allocated and funded within the budget for 2013-2014. This position is critical to the department in processing the data entry for the payroll database, processing garnishments, balancing, and completing State reporting requirements.*
- Why is it critical that this position be filled at this time? *This position is assigned a heavy workload. The person holding this position has the responsibility to process the payroll database for the County employees and for various District employees. This includes processing all Personnel Action Forms, withholding changes, deductions, new employee setup into the payroll system. Enrolling new employees into the CalPERS retirement system; and enrolling them into the CalPERS health system for those who are under the CalPERS health plans. In addition they will process all garnishments whether they are for Child Support, Franchise Tax Board, or IRS and complete all paperwork involved. The incumbent is also responsible for the completion of various reporting requirements that must be completed in a timely manner to avoid penalties.*

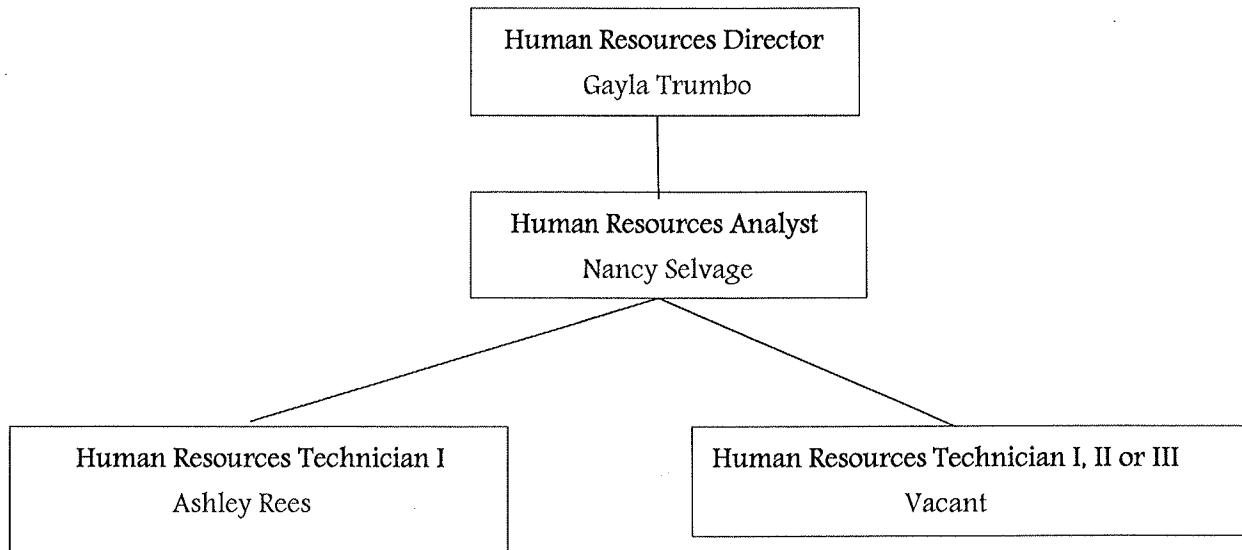
*At this time I have remaining a HR Technician I who has been with the department for approximately three months; and a HR Analyst who has been with the department for approximately six months. Neither the HR Analyst nor the HR Technician I, have had the opportunity or time to learn the payroll processing duties. Therefore, I will need to complete these duties until someone is hired and I can train them to complete these tasks. At this time of year it is even more critical to hire as soon as possible due to the additional workload that is required of me. This workload includes working with Susan Scarlett and Roberta Allen on the budget for 2014-2015, by providing the salary and benefit costs. This also includes scenarios of staffing changes that departments may request and resolving any discrepancies between the totals provided by Human Resources and those of the departments. I am also involved in the negotiation process which takes me out of the office for negotiation meetings as well as the duties of costing out proposals from the bargaining units, as well as, the County proposals.*

- How long has the position been vacant? *The position will be vacant as of May 26, 2014.*
- Can the department use other wages until the next budget cycle? *It takes approximately one year to train someone for this position due to the complexity of the payroll data base and reporting functions. Therefore, with the training involved I do not feel that it would be in the best interest of the County to start that training with a temporary hire.*

- What are staffing levels at other counties for similar departments and/or positions? *This is a difficult question to answer due to the variations of other Human Resources Departments. Some Human Resources do not input database for payroll, others may have Risk Management in part or in full. I would say that on an average with similar sized counties staffing is on an equal level.*
- What core function will be impacted without filling the position prior to July 1? *This position has a very heavy workload and has specific timelines each week that must be met. The County must run payroll checks in a timely manner or face large penalties and grievances for not paying employees in a timely manner. If the database is not completed within the limited timeframe payroll will be ran and payroll checks issued that may not be accurate. This causes frustration not only to the employees that the error occurred but also to the staff in the Auditor's Department and Human Resources in making the corrections through the payroll system.*
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? *We would do our best to see that the County did not suffer any negative fiscal impact. However, if reporting requirements are not completed in a timely manner, penalties could be received. In addition, if we did not process the database changes timely or if processed incorrectly we could receive penalties or grievances which could provide a negative impact on the County.*
- 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? *N/A*
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? *No, as stated above this position was allocated and funded for 2013-2014. In fact there will be some savings in wages and benefits due to the person leaving my department is paid at a higher pay scale than someone new coming into the department. This will also provide savings in 2014-2015 budget as well.*
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
- 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?
- Does the department have a reserve? *No, Human Resources does not have a reserve. We are funded totally by the General fund.*

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

PLUMAS COUNTY HUMAN RESOURCES  
ORGANIZATION CHART



## **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 May 20, 2014 meeting of the Plumas County Board of Supervisors

May 7, 2014

To: Honorable Board of Supervisors  
From: Robert Perreault, Director of Public Works   
Subject: Authorization for the Department of Public Works to fill the Vacancy of  
Road Maintenance Leadworker in Graeagle, District 5.

Robert A. Perreault

### Background:

The Road Maintenance Supervisor position in Graeagle, Dist. 5, is now filled, resulting in the vacancy of the Graeagle Leadworker position.

This Leadworker 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 as County Promotional to fill one (1) Maintenance Leadworker Position.

The appropriate Critical Staffing Questionnaire and Department Organizational Chart are 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 Rules.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Public Works Lead Worker Position –Dist. 5 Graeagle**

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

**Lead Workers are needed for logical management of staff and operations..**

- Why is it critical that this position be filled at this time?

**This position provides lead direction and work coordination for the District 5 maintenance crew and serves as an assistant to the Public Works District 5 Supervisor. They assume responsibility for the crew in the absence of the immediate Supervisor. Employees in this position are subject to 24 hour “call out” for road related emergencies. This position would be filled as County Promotional.**

- How long has the position been vacant?

**This position will be vacant effective June 2, 2014**

- 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 these positions.**

- 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?

**Supervision, guidance, and the fact that someone is having to do this work and is not being properly compensated for the work they are doing. Also, the PW District 5 Supervisor will also have the added burden of doing both duties. During absence of the Supervisor there is no one to cover the duties.**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

11/12 0

12/13 (\$439,699)

13/14 0

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS



## **CONSENT AGENDA REQUEST**

For the May 20, 2014 meeting of the Plumas County Board of Supervisors

May 07, 2014

To: Honorable Board of Supervisors  
From: Robert Perreault, Director of Public Works *BY: J. Perreault*  
Subject: Budget Transfer from Acquisition Item Radar Sign, 544803 to Special Department Expenses line item 524400.

### Background:

The Road Department has an Acquisition Item Radar Sign under account 544803 within their 13/14 Expenditure Budget. The department has reviewed available options and has decided that two (2) LED display speed signs at a cost of \$4,278 each will accomplish the Department's need. The purchase amount is below the County Purchasing Policy minimum acquisition amount of \$5,000.

The attached budget transfer has been reviewed and approved by the County Auditor.

### Recommendation:

The Public Works Department respectfully recommends that the Board of Supervisors approve the attached budget transfer to move \$8,600 from Acquisition 544803 to Special Department Expenses 524400.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: Road Dept. No: 20521 Date 5/7/2014

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

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

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

Supplemental budget requests require Auditor/Controller's signature

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

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

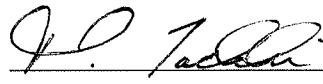
A) Please see attached agenda request.

B)

C)

D)

Approved by Department Signing Authority:



5/7/14

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:



Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

#### INSTRUCTIONS:

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

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

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

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

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

**PLUMAS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE DIVISION**

**1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268**  
*Robert A. Perreault, Jr., P.E.*      *Director of Public Works*

3D3

## AGENDA REQUEST

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## For the May 20, 2014 Meeting of the Board of Supervisors

Date: May 12, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Discussion of Green Waste Disposal – Plumas County Solid Waste Program; Discussion, possible action and/or direction to staff.

Robert H. Percey

## **BACKGROUND:**

One of the purposes of this Agenda Request is to enable submission of a Status Report on the activities of Public Works staff and the Green Waste Disposal Review Committee following the Board of Supervisors' last consideration of the topic of Green Waste Disposal on April 15, 2014. A second purpose is to enable the Board of Supervisors to consider an in-house option, as developed by Public Works staff and to be presented at the May 20, 2014 meeting of the Board of Supervisors. Other green waste disposal matters may also be discussed and acted upon by the Board of Supervisors.

As of the date of submitting this Agenda Request, the Green Waste Disposal Review Committee is scheduled to meet on Tuesday, May 13, 2014.

Additionally, Public Works staff is developing an in-house option (for near-immediate implementation) that will be discussed and considered at the May 20<sup>th</sup> meeting of the Board of Supervisors. The option involves:

- purchase (or lease) of an air curtain mobile incineration unit;
- accelerated purchase of Public Works equipment (that was previously programmed for future purchase);
- conducting green waste collection in a corner of property of Feather River Disposal on Industrial Way in Quincy (said collection area is NOT in the Air District's no-burn zone and already possesses safe traffic control for the public);
- hiring a part-time employee (to perform similar duties as previously performed by the green waste attendant at SPI);
- accommodating commercial small landscape companies (by appointment); and
- part-time weekend disposal availability for the general public.

The expense and revenue estimates associated with the above, in-house option will also be presented and discussed.

If the Board of Supervisors direct Public Works staff to initiate implementation of the option referenced above, there are several matters that must be formally considered by the Board of Supervisors at a later date. Some examples include: preparing a formal agreement with Feather River Disposal regarding use of FRD property; Board of Supervisors approval of a revised equipment acquisition schedule for the Department of Public Works; budget transfers; creation of a part time FTE; and, adoption of a specific budget for the new program. These matters could be ready for review and approval by the Board of Supervisors on June 3, 2014.

It is noted that the implementation of the above program does not resolve all green waste related issues on a countywide basis and that other activities associated with various responses to the County's recent Green Waste RFP will continue to receive attention and development.

**RECOMMENDATION:**

If the Board of Supervisors is supportive of the in-house option referenced above, then Public Works staff respectfully recommends that the Board of Supervisors direct Public Works staff to take the administrative actions necessary to initiate implementation.



Tim W. Gibson  
Agricultural Commissioner  
Sealer of Weights & Measures  
timgibson@countyofofplumas.com

# Plumas-Sierra Counties

## Department of Agriculture



3E1

### Agriculture Commissioner Sealer of Weights and Measures

208 Fairgrounds Road  
Quincy, CA 95971  
Phone: (530) 283-6365  
Fax: (530) 283-4210

Date: May 2, 2014  
TO: The Honorable Board of Supervisors  
FROM: Tim Gibson, Agricultural Commissioner/  
Sealer of Weights & Measures  
SUBJECT: Amended Wildlife Services contract FY 2013-2014  
WLS Agreement 13-73-06-0275-RA Amendment 1

This request is to the Board to authorize the Chair to sign an amendment to the United States Department of Agriculture (USDA) Wildlife Services contract WLS Agreement 13-73-06-0275-RA, which would allow continued USDA wildlife services support through the rest of this fiscal year. I am also asking the Board to authorize a budget transfer from regular wages into professional services to cover the cost of the amended contract.

#### Background:

Starting FY 2013-2014, USDA increased administrative cost to the wildlife services contract shared by Plumas and Sierra Counties. County general fund department budgets were frozen, and the Agriculture Department could not absorb the increase. A modified contract was signed, which would have resulted in a furlough and lapse of services from the USDA Wildlife Services agent. What has changed is the agriculture department had a resignation, resulting in an unfilled position for almost three months, and subsequent surplus in our regular wages. I am proposing the board authorize a budget transfer of \$5,600 from the unused regular wages, into professional services, and approve the amended Wildlife Services contract, thereby eliminating the imminent lapse in services.

A handwritten signature in black ink, appearing to read "Tim W. Gibson".



Tim W. Gibson  
Agricultural Commissioner  
Sealer of Weights & Measures  
timgibson@countyofplumas.com

# Plumas-Sierra Counties

## Department of Agriculture



### Agriculture Commissioner Sealer of Weights and Measures

3E2  
208 Fairgrounds Road  
Quincy, CA 95971  
Phone: (530) 283-6365  
Fax: (530) 283-4210

Date: May 9, 2014

To: Honorable Board of Supervisors

From: Tim Gibson, Agricultural Commissioner/  
Sealer of Weights & Measures

Subject: USDA-APHIS WS Agreement #14-73-06-0275-RA  
Cooperative Services Agreement

I am recommending the Board approve and authorize the Chair to sign USDA-APHIS WS Agreement #14-73-06-0275-RA Cooperative Services Agreement. This Cooperative Services Agreement defines the mutual responsibilities between Plumas County and USDA-APHIS WS to maintain an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife.

This Cooperative Services Agreement has been approved as to form by County Counsel.



# Plumas-Sierra Counties

## Department of Agriculture



3E3

Tim W. Gibson  
Agricultural Commissioner  
Sealer of Weights & Measures  
timgibson@countyofplumas.com

### Agriculture Commissioner Sealer of Weights and Measures

208 Fairgrounds Road  
Quincy, CA 95971  
Phone: (530) 283-6365  
Fax: (530) 283-4210

Date: May 9, 2014

To: Honorable Board of Supervisors

From: Tim Gibson, Agricultural Commissioner/  
Sealer of Weights & Measures

Subject: USDA-APHIS WS Agreement #14-73-06-0275-RA  
Work and Financial Plan FY 2014-15

I am recommending the Board approve and authorize the Chair to sign USDA-APHIS WS Agreement #14-73-06-0275-RA between Plumas County and USDA-APHIS WS in the amount of \$67,067.06. This Work Plan defines the objectives, plan of action, resources and budget for the maintenance of an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted from July 1, 2014 through June 30, 2015.

Wildlife Services' overall goal is to maintain a biologically-sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control accordance with applicable Federal, State and local laws and regulations.

Due to the increase in this Work and Financial Plan for FY 2014-15 the Departments Professional Services will need to be increased by \$4,164.06.

This Work and Financial Plan has been approved as to form by County Counsel.

3F

## PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Peter Livingston, LCSW, Director



DATE: May 20, 2014

TO: HONORABLE BOARD OF SUPERVISORS

A handwritten signature of "Peter Livingston" enclosed in an oval.

FROM: PETER LIVINGSTON, LCSW, DIRECTOR, DEPARTMENT OF MENTAL HEALTH

SUBJ: BOARD AGENDA ITEMS (2) FOR MAY 20, 2014 CONSENT AGENDA

RE: RECEIVE, SIGN AND RATIFICATION OF PROFESSIONAL SERVICES AGREEMENT  
WITH ST. HELENA HOSPITAL CENTER

**It is recommended that the Board:** Approve to pay St. Helena Hospital bill generated within the 2012-13 fiscal year.

Approve the fifth amendment to the contract with St. Helena Hospital Center for fiscal year 2013-14 with COA signature and authorize the Director of Mental Health to sign the amendment. It was recommended by County Counsel that this amendment be ratified back to July 1, 2013 for any services performed by the hospital prior to the amendment's execution.

**Background and Discussion:** The St. Helena Hospital Center contract is specifically associated with the provision of inpatient mental health services to clients placed out of county. The contract was approved as to form by County Counsel.

### **Financial Impact:**

There are no General Fund dollars involved in this contract. The costs associated with these services are covered by a combination of Federal and State funds.

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## RESOLUTION NO. 12- 7812

FY 2012/2013  
PLUMAS COUNTY MENTAL HEALTH SERVICES

**BE IT RESOLVED** by the Board of Supervisors of the County of Plumas, State of California, that this Board hereby approve the FY 2012-13 contract for the St. Helena Hospital, A California Corporation amendment #4 and authorize the Director of Mental Health Services to sign said contracts, subject to approval by County Counsel.

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 14<sup>th</sup> day of August 2012, by the following vote:

AYES: SUPERVISORS SWOFFORD, THRALL, KENNEDY, SIMPSON, MEACHER

NOES NONE

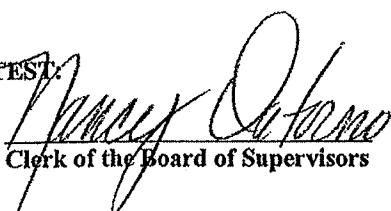
ABSENT: NONE



Robert R. Meacher

Chairperson, Board of Supervisors

ATTEST:

By:   
Clerk of the Board of Supervisors

~~Cal Off BDR~~

MH 1213 3100

**COUNTY OF PLUMAS**  
**CONTRACT AMENDMENT #4**

The COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter called "COUNTY" does hereby amend the agreement with **St. Helena Hospital, a California Corporation**, located at 10 Woodland Rd., St. Helena, CA 94574 and St. Helena Hospital d.b.a. **St. Helena Hospital Center for Behavioral Health** located at 525 Oregon Street, Vallejo, CA 94590 hereinafter referred to as "PROVIDER" made upon the following considerations:

Both COUNTY and PROVIDER agree to renew said Agreement for the period July 1, 2011 through June 30, 2013.

Exhibit B is deleted in its entirety and replaced with the following: effective June 1, 2012 to June 30, 2013.

**Exhibit B**

<b>Rate for St. Helena Hospital (SHH)</b>	<u>June 1, 2012 to</u> <u>June 30, 2012</u>	<u>July 1, 2012 to</u> <u>June 30, 2013</u>
10 Woodland Road, St. Helena, Ca 94574		
Per Diem Adult Acute Facility Psychiatric Day Rate	\$924.00	\$955.00
Plus daily doctor cost (MediCal, Admin days)	\$ 87.00	\$ 87.00
Joint total for one day of care MediCal	\$1,011.00	\$1,042.00
Short-Doyle Rate	\$1,011.00	\$1,042.00
Administrative day rate	\$511.85	\$511.85

**Rate for St. Helena Hospital Center for Behavioral Health (CBH)**  
525 Oregon Street, Vallejo, CA 94590

Per Diem Acute Facility Psychiatric Day Rate, MediCal	\$896.00	\$935.00
Plus daily doctor cost (MediCal, admin days)	\$ 85.00	\$ 85.00
Joint total for one day of care (MediCal)	\$981.00	\$1,020.00
Short-Doyle Rate	\$981.00	\$1,020.00
Administrative day rate	\$511.85	\$511.85

Recital 3, page 1 of the original contract for FY 02-03 shall be amended by removing obsolete language "California Administrative Code" and adding the reference of "California Code of Regulations".

Paragraph 12 Financial Records, page 4 of the original contract for FY 02-03 records storage shall be amended by deleting the “one year” after the minor patient’s eighteenth birthday and adding “two years”.

Paragraph 15, page 5 of the original contract for FY02-03 shall be amended by adding the following sentence: PROVIDER will not unlawfully discriminate in hiring practices.

Paragraph 16 Federal and State Statutes and Regulations, page 5 shall be amended to include HIPAA, 45 Code of Federal Regulations (Parts 160-64) and the HITECH Act, Public law 111-005. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code Section 8546.7).

Paragraph 17 Indemnification, page 5 shall be amended by deleting the original and adding:

COUNTY shall not be liable for, and PROVIDER 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 attorneys’ 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 PROVIDER or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, PROVIDER shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

Paragraph 18 Insurance, page 5 shall be amended by adding: Upon COUNTY’S request, PROVIDER shall deliver certified copies of any insurance policies or proof of adequate self-insurance to COUNTY.

Paragraph 26 Notices, page 6 of the original contract for FY02-03 shall be amended by deleting the original addresses and adding:

COUNTY:

Patricia Leslie, MS,  
Interim Appointed Director  
Plumas County Mental Health  
270 County Hospital Road, #109  
Quincy, CA 95971

PROVIDER:

Chief Financial Officer  
St. Helena Hospital  
10 Woodland Road  
St. Helena, CA 94574

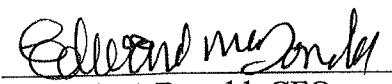
This additional paragraph will be inserted:

Provider will bill CMSP for all services provided to clients eligible for CMSP. For clients referred by County, County will cover any days after CMSP benefit is exhausted. All other terms, conditions and amendments of the 2002-03 fiscal year contract between the parties shall remain the same.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on this day and year this Amendment to Agreement just above written.

  
Terry Newmyer  
President and CEO  
St. Helena Hospital

9-28-12  
Date

  
Edward McDonald, CFO  
Vice President Finance  
St. Helena Hospital

9/12/12  
Date

  
Patricia Leslie, MS  
Interim Appointed Director  
Plumas County Mental Health

10/10/12  
Date

Reviewed as to form:

/s/  
Steve Mansell  
Deputy Plumas County Counsel

8/1/12  
Date

Approved by CAO:

  
R. Meacher, Chair  
Board of Supervisors

10/16/12  
Date

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**FAX COVER SHEET**

Revenue Cycle Center  
Northern California Network  
Phone: 1-855-551-8701  
Fax: 707-571-2970  
[Lopez.Erika@ah.org](mailto:Lopez.Erika@ah.org)

Date: April 14, 2014

To: MARY PAT FAX #: 530-283-6045

Location/Department: claim department

From: Erika Lopez Phone: 707-571-2774

RE: UNPAID CLAIM FOR NICHOLE DOLD

Enclosed are 3 page(s), including this cover sheet.

Urgent, Please Respond       Please Review       For Your Information       Per Your Request

Comments: PLEASE REVIEW BILL AND SUBMIT FOR PROCESSING CALL ME IF YOU HAVE ANY  
QUESTIONS THANK YOU

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**Important Notice:**

This message is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone at the number above, and destroy the contents of this communication. Thank you.

\*\*\*\*\***CONFIDENTIAL HEALTH INFORMATION MAY BE ENCLOSED**\*\*\*\*\*

Health Care Information is personal and sensitive information related to a person's health care. It is being faxed to you after appropriate authorization from the patient or under circumstances that do not require patient authorization. You, the recipient, are obligated to maintain it in a safe, secure and confidential

manner. Re-disclosure without additional patient authorization or as permitted by law is prohibited. Unauthorized re-disclosure or failure to maintain confidentiality could subject you to penalties described in federal and state law.

## **COUNTY OF PLUMAS CONTRACT AMENDMENT #5**

The COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter called "COUNTY" does hereby amend the agreement with St. Helena Hospital, a California Corporation, located at 10 Woodland Rd., St. Helena, CA 94574 and St. Helena Hospital d.b.a. St. Helena Hospital Center for Behavioral Health located at 525 Oregon Street, Vallejo, CA 94590 hereinafter referred to as "PROVIDER" made upon the following considerations:

Both COUNTY and PROVIDER agree to renew said Agreement for the period July 1, 2013 through June 30, 2014.

Exhibit B is deleted in its entirety and replaced with the following: effective June 1, 2013 to June 30, 2014.

### **Exhibit B**

#### **Rate for St. Helena Hospital (SHH)**

10 Woodland Road, St. Helena, Ca 94574

Per Diem Adult Acute Facility Psychiatric Day Rate	\$1,000.00
Plus daily doctor cost (MediCal, Admin days)	\$ 87.00
Joint total for one day of care MediCal	\$1,042.00
Short-Doyle Rate	\$1,087.00
Administrative day rate	\$ 511.85

#### **Rate for St. Helena Hospital Center for Behavioral Health (CBH)**

525 Oregon Street, Vallejo, CA 94590

Per Diem Acute Facility Psychiatric Day Rate, MediCal	\$ 991.00
Plus daily doctor cost (MediCal, admin days)	\$ 85.00
Joint total for one day of care (MediCal)	\$1,020.00
Short-Doyle Rate	\$1,076.00
Administrative day rate	\$ 511.85

Recital 3, page 1 of the original contract for FY 02-03 shall be amended by removing obsolete language "California Administrative Code" and adding the reference of "California Code of Regulations".

**Paragraph 12 Financial Records**, page 4 of the original contract for FY 02-03 records storage shall be amended by deleting the “one year” after the minor patient’s eighteenth birthday and adding “two years”.

**Paragraph 15**, page 5 of the original contract for FY02-03 shall be amended by adding the following sentence: PROVIDER will not unlawfully discriminate in hiring practices.

**Paragraph 16 Federal and State Statutes and Regulations**, page 5 shall be amended to include HIPAA, 45 Code of Federal Regulations (Parts 160-64) and the HITECH Act, Public law 111-005. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code Section 8546.7).

**Paragraph 17 Indemnification**, page 5 shall be amended by deleting the original and adding 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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

**Paragraph 18 Insurance**, page 5 shall be amended by adding: **Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:**

Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the

- a. 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 thousand 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 insured. 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 0.
  - 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.

**Paragraph 26 Notices**, page 6 of the original contract for FY02-03 shall be amended by deleting the original addresses and adding:

**COUNTY:**

Peter Livingston, LCSW  
Director  
Plumas County Mental Health  
270 County Hospital Road, #109  
Quincy, CA 95971

**PROVIDER:**

Edward McDonald  
Chief Financial Officer  
St. Helena Hospital  
10 Woodland Road  
St. Helena, CA 94574

This additional paragraph will be inserted:

Provider will bill CMSP for all services provided to clients eligible for CMSP. For clients referred by County, County will cover any days after CMSP benefit is exhausted. All other terms, conditions and amendments of the 2002-03 fiscal year contract between the parties shall remain the same.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on this day and year this Amendment to Agreement just above written.

---

William Wing  
Senior Vice President  
St. Helena Hospital

Date

---

Edward McDonald, CFO  
Vice President Finance  
St. Helena Hospital

Date

Peter Livingston, LCSW  
Director  
Plumas County Mental Health

Date

Reviewed as to form:

Steve Mansell

Steve Mansell  
Deputy Plumas County Counsel

4/22/14

Date

Approved by County Purchasing Agent:

Jon Kennedy, Chair  
Board of Supervisors

Date

# BOARD OF SUPERVISORS

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



4A

May 20, 2014

The Honorable Ira Kaufman  
Presiding Judge  
Plumas Superior Court

The Honorable Janet Hilde  
Plumas Superior Court Judge

Dear Judge Kaufman and Judge Hilde:

On May 13, 2014, Kim Willbanks presented the Plumas County Board of Supervisors with a power point presentation regarding "Youth Court". The presentation was very informative and we believe that with your support, the program could benefit the youth of Plumas County.

The Board agreed to authorize county department heads that would work with the program, and the Juvenile Justice Commission to work with Ms. Willbanks to identify funding for the program.

Further, the Board agreed that the "Youth Court" program would be under the jurisdiction of the Plumas Superior Court. Therefore, we encourage your support to move forward with the program.

Sincerely,

Jon Kennedy, Chair

Cc: Kim Willbanks

# BOARD OF SUPERVISORS

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



5A1  
May 20, 2014

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request  
Indian Valley Chamber of Commerce  
Activities in Indian Valley for June – December 2014**

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

Sincerely,

Jon Kennedy, Chair

Cc: Plumas County Director of Public Works

# BOARD OF SUPERVISORS

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



5A2  
May 20, 2014

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

Attention: Permits Engineer

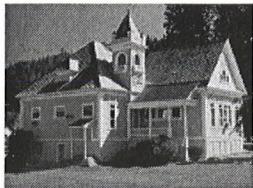
**Subject: Encroachment Permit Request  
Quincy Chamber of Commerce  
69<sup>th</sup> Annual Fair Parade  
Saturday, August 16, 2014 at 10:00 a.m.**

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

Sincerely,

Jon Kennedy, Chair

Cc: Plumas County Director of Public Works



**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)**

5B

**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

May 6, 2014

To The Honorable Board of Supervisors:

This summer Plumas Unified School District will be offering a free meal program in the Greenville and Portola areas. Free breakfast and lunch will be available to anyone 18 and under, five days a week, all summer long. Greenville meals will be served from Indian Valley Elementary School/Greenville J/S High School kitchen, except during the dates of July 14 through August 1, 2014. During this time, kitchen floors are slated to be replaced. We have reserved these dates with the Greenville Town Hall and will be serving meals there during this time.

I am writing to request your consideration to waive the fees associated with renting the Town Hall. This program will be a great asset for the Indian Valley community; waiving the fees would help support Plumas Unified School District's endeavor to offer this program.

Thank you for your support and consideration.

Sincerely,

Jessica Linford  
Food Service Program Manager  
Plumas Unified School District  
Child Nutrition Department

**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.



# Office of the Sheriff 5c

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** May 12, 2014

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood *[Signature]*

**RE:** Agenda Items for the meeting of May 20, 2014

**It is recommended that the Board:**

Authorize Auditor to pay invoices to Washoe County Medical Examiner and Coroner's Office (WCMECO) for services provided from October 2013 through June 2014.

**Background and Discussion:**

The Plumas County Sheriff's Office uses the WCMECO for services required on coroners cases. The contract for service expired in September 2013. The Sheriff's Office worked diligently on trying to obtain an amendment to the contract but was unsuccessful. A new contract is in place for the period of 07/01/14-06/30/19. However, the invoices for services provided from October 2013 thru June 2014 are not covered under the new agreement.

The Sheriff's Office respectfully requests approval to submit all invoices received from WCMECO for services provided from October 2013 thru June 2014 without a contract and authorize the Auditor to pay those invoices submitted.

5D

## Plumas County Community Development Commission

### Memo

**To:** Honorable Plumas County Board of Supervisors

**From:** Thomas Yagerhofer, PCCDC Finance/Deputy Director *TJ*

**Date:** 5-7-2014

**Re:** Community Development Block Grant (CDBG) Program Income Reuse Plan – Revised Signature Page

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#### Background

On November 5, 2013, the Board adopted the County's Program Income (PI) Reuse Plan associated with the CDBG program.

The Resolution No. 13-7920 authorized the Executive Director (ED) of the Plumas County Community Development Commission (PCCDC) to sign the PI Reuse Plan.

The California State Department of Housing & Community Development subsequently decided that the PCCDC ED's signature was unacceptable and would like the Signature Page of the PI Reuse Plan to be signed by the Board Chair and re-submitted to them.

#### Summary

PCCDC staff recommends that the Chair sign the Signature Page,

B. Implementation Activity

Implementation Activities are not permitted under this Agreement using PI GA funds.

Certified Approving Resolution Is Attached

*I certify that the foregoing is true and correct, and will follow all requirements of this agreement. I understand that my certification also acknowledges that serious compliance issue with the above requirements could result in the State suspending \_\_\_\_\_ County of Plumas authority to expend PI or may require \_\_\_\_\_ County of Plumas to return unused PI to the State until the \_\_\_\_\_ County of Plumas clears the serious compliance issues.*

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Signature of Authorized Representative

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05/20/2014

Date Signed

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Jon Kennedy, Chairperson - Board of Supervisors

Name and Title of Authorized Representative

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Signature of CDBG Section Chief

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Date Signed

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Name of CDBG Section Chief