



## **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 JUNE 03, 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 Walker Ranch CSD Governing Board**

##### **1. WALKER RANCH CSD – Robert Perreault**

Approve payment of \$16,665.50 to North State Electric & Pump without a contract and to ratify all approved work performed to date for water system at Walker Ranch. Discussion and possible action

#### **Adjourn as Walker Ranch CSD Governing Board and convene as the Flood Control & Water Conservation District Governing Board**

##### **2. 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 an "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**

### 3. **DEPARTMENTAL MATTERS**

#### A) **PROBATION** – Dan Prince

- 1) Authorize the Probation Department to refill vacant, funded and allocated 1.0 FTE Office Assistant I/II position. Discussion and possible action
- 2) Authorize the Probation Department to fill vacant, funded and allocated 1.0 FTE Probation Report Writer position. Discussion and possible action

#### B) **SHERIFF** – Greg Hagwood

- 1) Adopt **RESOLUTION** to approve the Job Description and Salary Classification of Jail Commander/Sheriff Sergeant and to inactivate the Jail Commander Classification. **Roll call vote**
- 2) Authorize the Sheriff to fill vacant, funded and allocated 1.0 FTE Jail Commander/Sheriff Sergeant position. Discussion and possible action
- 3) Approve supplemental budget transfer of \$21,595 for Department 70362-Sheriff AB109 budget. Discussion and possible action

#### C) **SOCIAL SERVICES** – Elliott Smart

Authorize the Department of Social Services to fill vacant, funded and allocated 1.0 FTE Office Assistant I/II position. Discussion and possible action

#### D) **AUDITOR/CONTROLLER** – Roberta Allen

- 1) Approve budget transfer of \$59,151 from department 40025 WC and Liability Insurance/520530 Claims to department 20020 General Services/523600 Property Insurance. Discussion and possible action
- 2) Approve budget transfer of \$1,000 from department 20320-Public Defender to department 20028-Homicide Trial Costs to cover payment of claim. Discussion and possible action
- 3) Approve supplemental budget transfer of \$2,629 to 20040/48000-Transfer from Other Agencies for reimbursement from Mental Health during transition period. Discussion and possible action
- 4) Approve budget transfer of \$8,000 from Auditor Department 20040/510000 Regular Wages to 20040/521900 Professional Services to cover costs of invoice from Nyhart Epler Company for preparation of OPEB Actuarial Valuation. Discussion and possible action

#### E) **OFFICE OF EMERGENCY SERVICES** – Jerry Sipe

Report and update on activities of the Office of Emergency Services and the Fire Prevention Specialist

#### F) **FAIR** – John Steffanic

Approve supplemental budget transfer of \$36,000 from 20190-44200 State Aid for County Fairs to 20190-52400 Special Department \$20,000 and 20190-521300 Maintenance Buildings & Grounds \$16,000 for receipt of unanticipated revenue. **Four/fifths required roll call vote**

#### G) **PLANNING** – Randy Wilson

Approve and authorize the Planning Director to execute an Agreement for Contract Employee Services between Plumas County and Leah Wills for work on water planning issues; and approve budget transfer of \$9,000 from department 20020-General Services/521900-Professional Services to department 20490-Planning. Approved as to form by County Counsel. Discussion and possible action

#### H) **FACILITY SERVICES** – Dony Sawchuk

Introduce and waive first reading of an **ORDINANCE** adding Sections 6-1.119 and 6-1.120 to the Plumas County Code Relating to Control of Pets in County Parks and Campgrounds. **Roll call vote**

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

- A. **PUBLIC HEARING:** Pursuant to Ordinance 02-967 regarding "Outdoor Festivals", application received from High Sierra Music Festival for outdoor music festival to be held July 03 – 06, 2014 in and around the Plumas-Sierra County Fairgrounds, Quincy, California. Discussion and possible action to approve application
- B. **PUBLIC HEARING:** Pursuant to Ordinance 02-967 regarding "Outdoor Festivals", application received from Belden Town Resort for outdoor music festival to be held in Belden Town. Discussion and possible action to approve application for the following events:
  - "Priceless" – July 04-06, 2014
  - "Sunset Campout" – July 25-27, 2014
- C. Approve and authorize the Chair and Supervisor Swofford to sign letter to Assemblyman Dahle regarding funding LAFCo operations in rural counties. Discussion and possible action
- D. Modification of Agreement with Northern California EMS, Inc., for services as the local EMS agency, extending term for Fiscal Year 2014-2015, and increasing annual compensation by \$3,370.63; consideration of reasons for the increase; approve Modification and authorize the Chair to sign, or give other direction to staff. Approved as to form by County Counsel. Discussion and possible action
- E. Determine allocation of funding for re-authorized 2014 Title I/II/III (Secure Rural Schools and Community Self Determination Act) and authorize the Chair to sign letter to the USDA Forest Service
- F. Approve supplemental budget transfer of \$245,482.86 from cash account (0011-20027-44512) to Title III Contingencies (0011-20027-528400) for receipt of 2014 Title III funding; and direct the Clerk to solicit for applications. **Four/fifths required roll call vote**
- G. Correspondence
- H. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
- I. Appointments

#### **MENTAL HEALTH COMMISSION**

Appoint Johanna Downey to the Plumas County Mental Health Commission as recommended

#### **GREENVILLE CEMETERY DISTRICT**

Appoint Marilyn Crouch to the Greenville Cemetery District Board to fill a vacancy

#### **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**

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Mohawk Valley Events Committee – Fourth of July activities July 5-6, 2014, Graeagle)

##### **B) CLERK OF THE BOARD**

Approve Board minutes for May 2014

##### **C) SOCIAL SERVICES**

Approve renewed agreement between the Department of Social Services and the National Council on Crime and Delinquency for Internet Access to SafeMeasures®; authorize the Director of Social Services to execute; and authorize the Department of Social Services to execute an extension of the agreement after the expiration of the FY 2014-2015 term subject to the availability of funding and an agreement regarding compensation for the extended term. Approved as to form by County Counsel

**D) SHERIFF**

- 1) Approve and authorize the Chair to sign contract between Plumas County and Northfork Family Medicine of \$54,000 to provide medical services to Jail inmates. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign service agreement with PJ Helicopters, Inc. of \$50,000 for Sheriff's law enforcement needs. Approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign service agreement with A&P Helicopters, Inc. of \$50,000 for Sheriff's law enforcement needs. Approved as to form by County Counsel

**E) PUBLIC WORKS**

Approve two contract amendments for Steve Devin to complete reclamation plans for County mining operations, Willow Creek and Rocky Point. Approved as to form by County Counsel

**NOON RECESS**

6. 1:30 P.M. – **PUBLIC WORKS** – Robert Perreault

**Solid Waste:** Green Waste Disposal in American Valley – Discussion, possible action and/or direction to staff to consider the following recommendations:

- A. Accept and file the Report on the Submittals to the Request for Non-Binding Proposals and to direct Public Works staff to coordinate with Green Waste Disposal Review Committee in the further exploration of the responses
- B. Approve project description for green waste disposal program set forth in the Project Description, Draft, dated May 23, 2014, initiate application for Special Use Permit by the Plumas County Zoning Administrator.
- C. Discuss and consider adoption of the proposed budget for the new green waste disposal activity, as presented
- D. Direct staff to prepare and submit a proposed Job Description (new position) for the Green Waste Attendant at the disposal site
- E. Authorize the Department of Public Works to amend its PW Industrial Equipment, Account 541900, for FY 2013-14, to include the purchase of a "Small Loader" (or alternate equal, as determined by the Deputy Director of Public Works), using funds from the Road Department budget adopted for FY 2013-14 in the amount not to exceed \$40,000
- F. Authorize the Department of Public Works to purchase an air-curtain mobile incinerator unit, with appurtenances, using funds from the budget to be adopted for FY 2014-15 in the amount not to exceed \$80,000
- G. Direct staff to prepare and submit a proposed Memorandum of Understanding (or other similar contractual document), as approved by County Counsel, between the County of Plumas and Feather River Disposal, Inc. to enable the use of part of APN Nos. 116-370-25,-26,-27 (along Industrial Way in Quincy) to conduct the green waste disposal operations, as described in Attachment B
- H. Approve budget transfer of \$120,000 from Road Contingencies 20522/528400 to PW Industrial Equipment 20521/541900 to cover costs for purchase of equipment. **Four/fifths required roll call vote** Not recommended by the Auditor/Controller

## **7. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009
- B. Conference with Real Property Negotiators, Plumas County Sheriff and County Counsel concerning price, terms of payment (100 Trilogy Lane, Quincy, California)
- C. Conference with Legal Counsel: Claim Against the County filed by Insurance Company of the West (ICW) on April 23, 2014
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. Personnel: Public employee performance evaluation – County Counsel

### **Convene as the Governing Board for the Plumas IHSS Public Authority**

- F. Conference with staff regarding labor negotiations: In-Home Supportive Services providers represented by the California United Homecare Workers Union, Local 4034, AFSCME/SEIU"

### **Adjourn as the Governing Board for the Plumas IHSS Public Authority and reconvene as the Board of Supervisors**

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

### **ADJOURNMENT**

Adjourn meeting to Tuesday, June 10, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.

**WALKER RANCH COMMUNITY SERVICES DISTRICT  
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT  
555 MAIN STREET • QUINCY, CA 95971 • (530) 283-6222 • FAX (530) 283-6135**  
*Robert A. Perreault, Jr., P.E.*      *County Engineer and Manager, WRCSD*



**AGENDA REQUEST**

for the June 3, 2014 meeting of the Plumas County Board of Supervisors

Date: May 27, 2014

To: Honorable Governing Board  
From: Robert Perreault, Manager, WRCSD *Robert A. Perreault Jr.*  
Subject: Approval of Payment to North State Electric & Pump for  
Emergency Expenditure for the Water System at the WRCSD

**BACKGROUND:**

During April 28, 2014, the Operator of the Walker Ranch CSD water system informed WRCSD staff that an essential pump in the CSD's water system network had failed. The pump was a major component of the system that filled the water tank and conditions at the time were such that only 2-3 days of water supply was present in the water tank. Accordingly, as Manager, I deemed this circumstance to be an "emergency" situation.

The Operator of the water system immediately initiated pump replacement activities/inquiries and kept me informed of his findings. Within a day, it was determined that a pump replacement could be ordered, modified and delivered to the CSD within 2 days. Additionally, the vendor could also provide the necessary crane equipment as well as participate in the pump replacement labor work.

Decisions were made as to model, modifications and delivery of the new pump. I then contacted Chair Jon Kennedy and reviewed the facts of the situation. Following further discussion, Chair Kennedy concurred with my recommendation that the purchase of the replacement motor and appurtenances is exempted from a bidding procedure pursuant to Plumas County Purchasing Policy, Section 3-1(m). Due to the emergency health and safety situation, Chair Kennedy also deemed it appropriate to authorize immediate purchase of the replacement pump notwithstanding the fact that cost exceeded \$10,000, provided that the matter is later brought before the Governing Board for ratification of the costs.

The purchase and installation of the replacement pump has been successfully completed and WRCSD staff has received final invoices from North State Electric & Pump.

The budget approved for FY 2013-14 has funding to cover this emergency expenditure.

**RECOMMENDATION:**

WRCSD Staff is respectfully requesting that the Governing Board authorize the Manager of the Walker Ranch CSD to pay the invoices totaling \$16,665.50 to North State Electric & Pump without a contract and to ratify all approved work performed to date.

**Ship & Bill to  
same address**

Plumas County Department of Public Works

Phone: (530) 283-6268 Fax: (530) 283-6323

1834 E. Main Street

Quincy, CA 95971

Walker Ranch CSD  
555 Main Street  
Quincy, CA 95971

### Division:

Quincy Shop  
 Quincy  
 Engineering  
 Chester  
 Greenville  
 Beckwourth  
 Graeagle  
 La Porte

## Purchase Order

COPY

PO No.:

9651

Date: 4/30/14

Supplier:

Supplier: North State Electric & Pump  
3282 Highway 32  
Chico, CA 95973

Shipped via:

**FREIGHT CHARGES:** Yes: No:  \$

**FAX TO:**

**Special Instructions:**

Estimate only

Requested By: WRCSD OPERATOR D. DURKIN Price Check:

SOLE SOURCE APPROVED

Approved By: R. J. Parsons 4/30/2014 Vendor:

## PER PURCHASING POLICY

CONCURRENCE BY: CHAIR KENNEDY VIA  
TELEPHONE ON 4/29/2014

VIA TELEPHONE ON 4/29/14  
BPA A6:PRCHORDR (Rev. 12/2000)

## North State Electric & Pump

### Estimate

3282 Hwy. 32  
Chico, CA 95973  
Lic. 534959

530-891-5545

Date	Estimate #
4/28/2014	7940

Name / Address

WALKER RANCH, CSD  
555 MAIN STREET  
QUINCY, CA 95971

Terri ~ Dave

## Project

Sign & Date for acceptance,

Quoted By:

Signature

# INVOICE

## North State Electric & Pump

3282 Hwy. 32  
Chico, CA 95973  
Lic. 534959

DATE INVOICE #

5/13/2014 A14005

530-891-5545

BILL TO:

WALKER RANCH, CSD  
555 MAIN STREET  
QUINCY, CA 95971

P.O. NUMBER	TERMS	PROJECT
9651	Due on receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	THIS INVOICE IS FOR THE REPLACEMENT OF A BURNT 150 HP VHS MOTOR.		
1	150 HP VHS MOTOR- US - PREMIUM EFFICIENT	12,858.30	12,858.30T
6	CRANE LABOR-TO PULL BURNT MOTOR & SET NEW MOTOR, TRAVEL TO & FROM SITE.	185.00	1,110.00
4	ELECTRICAL FIELD LABOR 2 MAN	150.00	600.00
1	250MCM KEARNY	21.50	21.50T
1	CAMBRIC TAPE	35.00	35.00T
1.5	3M SUPER 33+ TAPE	7.25	10.88T
2.5	GALLON TURBINE OIL	13.99	34.98
1	HEAD SHAFT 1 1/2" X51" COMPLETE	365.50	365.50T
2	DELIVERY SHAFT - TRAVEL TIME	35.00	70.00
	Butte County Sales Tax	7.50%	996.84
	<i>THREE RECEIVED</i>		
	MAY 14 2014		
	COUNTY ENGINEER PLUMAS CO. CALIF.		
Thank you for your business & Have a great day! ALL BILLS ARE DUE & PAYABLE UPON RECEIPT.		<b>TOTAL</b>	\$16,103.00

North State Electric & Pump

*In God We Trust*

# INVOICE

3282 Hwy. 32  
Chico, CA 95973  
Lic. 534959

DATE

INVOICE #

5/7/2014

A13974

530-891-5545

BILL TO:

WALKER RANCH, CSD  
555 MAIN STREET  
QUINCY, CA 95971

P.O. NUMBER	TERMS	PROJECT
	Due on receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
4.5	JOB# 23938 SUNDAY AFTER HOURS CALL 150 HP MAIN PUMP TRIPS OUT ON A GROUND FAULT ALARM BY THE 777 5-4-14--AFTER HOUR SERVICE CALL~MEGED THE MOTOR, OK, COULDN'T DETECT ANY GROUNDS ANYWHERE, OILER SOLENOID, OK, TURNED OFF THE GROUND FAULT PROTECTION & THEN THE MOTOR STARTED OK, THE 777 MUST BE FAULTY, WILL CALL SYMCOM TO CONFIRM. Butte County Sales Tax	125.00 7.50%	562.50 0.00
<b>RECEIVED</b>			
MAY 12 2014			
COUNTY ENGINEER PLUMAS CO. CALIF.			
<i>Thank You!</i>			
WE APPRECIATE YOUR BUSINESS! THANK YOU! ALL BILLS ARE DUE & PAYABLE UPON RECEIPT.			<b>TOTAL</b>
			\$562.50



2B

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

**AGENDA REQUEST**

for the June 3, 2014 meeting of the FC&WC District Governing Board

May 23, 2014

To: Honorable Governing Board

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

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

**BACKGROUND**

On April 2, 2013, the Governing Board unanimously adopted a motion authorizing the Co-Manager for 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 contract has since been amended twice such that the not-to-exceed amount is presently \$24,030.

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. Consultant 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 “Agreement for Contract Employee Services.”

Accordingly, a draft “Agreement for Contract Employee Services” for the Operations Division is attached for consideration by the District’s Governing Board. The attached contract will replace the existing Professional Services Agreement with Leah Wills. 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 will not be affected with this proposed change of contract format. Proposed funding for FY 2014-15 will appear in the proposed FY14-15 budget for the Flood Control District.

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.

Personnel Rule 13 (at Page 28) addresses the term of employment for a temporary employee, usually in durations of 30 days or 90 days. However, the need for the services of Leah Wills will be dependent on actions by the Department of Water Resources and/or the State Water Contractors – all of which will certainly require more than 90 days. Accordingly, the term of the attached draft contract contains an expiration date of June 30, 2016, which is permitted by Rule 13.02(2), which enables the department to request, and the Governing Board to authorize, a term “beyond one year.”

#### **RECOMMENDATION**

District staff respectfully recommends that the Governing Board vote to:

1. Authorize sole source contracting, and
2. Establish June 30, 2016 as the agreement expiration date, and
3. Authorize the Co-Manager of Operations to execute the attached “Agreement For Contract Employee Services” with Leah Wills.

# **D R A F T (5-23-2014)**

## **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 Operations 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 in response 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 four (24) months, commencing on July 1, 2014, and ending on June 30, 2016, subject to Paragraph 5, below.

**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 shall be processed as part of the regular County bi-weekly payroll, upon submission of timesheet, as approved by the District Co-Manager.

Upon submission of a submitted reimbursement request for payment, if any, as approved by the District Co-Manager, payment shall be processed by the District, but reimbursement may take more than two (2) weeks.

**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.

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.

#### 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 5. 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 to the District Co-manager for Operations.

#### 14. MODIFICATION

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

## 15. ATTONEYS 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 the DISTRICT.

## 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 July 1, 2014, after authorization is granted by the Governing Board of the Plumas County Flood Control & Water Conservation District.

### CONTRACT EMPLOYEE

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

### PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT.

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

### 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



3A1

Daniel Prince, Acting Chief Probation Officer

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

DATE: May 13, 2014

TO: Honorable Board of Supervisors

FROM: Daniel Prince, Acting Chief Probation Officer *SP*

SUBJECT: Request for Approval to Refill Fully Funded Vacant 1.0 FTE Office Assistant Position

---

### Recommendation

Approve the refilling of the Office Assistant position in the Probation Department that was recently approved and filled, but will again be vacant May 24, 2014.

### Background and Discussion

On December 17, 2013, the Board approved the filling of the vacant, allocated position of 1.0 FTE Office Assistant within Department 20400, which is already funded in the 2013-2014 budget. On April 14, 2014, we filled that position; however, the individual hired has turned in her resignation, effective May 24, 2014, for personal reasons.

Therefore, we respectfully request approval to refill the Office Assistant position, and to be allowed to refill it from the existing list of applicants for that position.



3A2

Daniel Prince, Acting Chief Probation Officer

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

DATE: May 19, 2014

TO: Honorable Board of Supervisors

FROM: Daniel Prince, Acting Chief Probation Officer *DP*

SUBJECT: Request for Approval to Fill a Funded Vacant 1.0 FTE Probation Report Writer Position

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### **Recommendation**

Approve the recruitment and filling of the allocated Probation Report Writer position in the Probation Department that was approved by the Board of Supervisors on May 13, 2014.

### **Background and Discussion**

On May 13, 2014, the Board approved the Probation Department's request to change an existing vacant 1.0 FTE Deputy Probation Officer position to a 1.0 FTE Probation Report Writer position. Therefore, approval is respectfully requested to recruit and fill the Probation Report Writer position.



# Office of the Sheriff

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

3B1,2

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** May 21, 2014  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood *[Signature]*  
**RE:** Agenda Items for the meeting of June 3, 2014

**It is recommended that the Board:**

Adopt new Jail Commander/Sheriff Sergeant Job Description and Resolution. Authorize the Sheriff to fill vacant Jail Commander position.

**Background and Discussion:**

With the State's adoption of AB 109 and the influx of various levels of inmates within the County Correctional Facility, it has been determined that a sworn experienced Peace Officer with administrative and training skills is necessary to meet the operational needs of the Facility.

New mandates and policies are being developed and instituted at a never previously witnessed rate. Prior to AB 109 the average stay of an inmate was less than 40 days. Currently, one inmate at the Correctional Facility is serving a 5 year sentence.

With these challenges the Sheriff's Office has found the need for a more experienced and proven leader, than was previously required. The Plumas County Sheriff will offer in-house recruitment for the position of Jail Commander.

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

**RESOLUTION TO ADOPT THE JOB DESCRIPTION AND SALARY  
CLASSIFICATION OF JAIL COMMANDER/SHERIFF SERGEANT AND TO  
INACTIVATE THE JAIL COMMANDER CLASSIFICATION.**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and **WHEREAS**, Human Resources Director Gayla Trumbo received a request from Sheriff Hagwood to inactivate the current Jail Commander job description and to establish the classification of Jail Commander/Sheriff Sergeant; and **WHEREAS**, Sheriff Hagwood and Assistant Sheriff Canalia discussed with the Human Resources Director the Jail's operational needs; and **WHEREAS**, at this time with the various levels of inmates within the County Jail facility and the length of time that they will remain in our facility, it has been determined that a sworn experienced Peace Officer with administrative and training skills is necessary to meet the operational needs of the Jail; and **WHEREAS**, the salary range for the Jail Commander/Sheriff Sergeant is placed at range 2746 which is equivalent to that of the Sheriff Administrative Sergeant who completes similar duties within the Sheriff's Department; and **WHEREAS**, a meet and confer was conducted with the Sheriff's Association and at the completion of the meet and confer process the Association is in agreement to move forward on this job description and classification.

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

The County's classification plan is hereby amended to reflect the addition of the Jail Commander/Sheriff Sergeant, at the salary range of 2746; and to delete the job classification of Jail Commander, as presented to the Board.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors

ATTEST:

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Chairperson, Board of Supervisors

---

Clerk of the Board

**JAIL COMMANDER/SHERIFF SERGEANT****DEFINITION**

Under general direction, serve as the Jail Commander with responsibility for the supervision and management of the County Correctional Facility, serves as training coordinator, to the Correctional Division; and to do related work as required. In addition to the Jail Commander duties this position is also under general direction, to provide supervision and training for an assigned shift or unit of Deputy Sheriffs and other personnel; performs law enforcement and crime prevention work by patrolling, answering calls and complaints; investigates incidents and performs identification work; performs full scope of professional law enforcement and deputy coroner functions; and related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is a management and supervisory classification for the position, which has a day-to-day responsibility for the County Correctional Facility; and is the first supervisory level in the professional law enforcement class series.

**REPORTS TO**

Assistant Sheriff.

**CLASSIFICATIONS SUPERVISED**

Correctional Sergeant, Deputy Sheriff I and II

JAIL COMMANDER/SHERIFF SERGEANT - 2

EXAMPLES OF DUTIES

- Directs, oversees and participates in the development of the correctional division's work flow plan which includes mandatory shift and additional duty assignments.
- Ensures that inmates are properly classified and transported to pose the least threat to the public, staff, other inmates and themselves.
- Reviews and approves accelerated releases due to overcrowding.
- Reviews all incident reports, inmate grievances and use of safety cells for self-abusive inmates.
- Completes annual performance evaluation and monthly assessments of Correctional Sergeants in accordance with established standards.
- Ensures timely completion of all required evaluations for all staff.
- Oversees all disciplinary actions taken to ensure compliance with policy and equitable treatment of inmates.
- Serves as a member of qualifications appraisal and promotional boards.
- Assigns special work activities.
- Selects and trains personnel to meet specific duty assignments.
- Reviews work products, methods, and procedures.
- Manages the career progression, development, education and evaluation of all assigned jail staff.
- Functions as primary trainer responsible for the mid-management and project coordination within the Jail Training Officer Program.
- Develops a formal, standardized training program and accompanying manual for the usage of jail training officers during the period of on-the-job training for new hires.
- Ensures that each officer meets Board of Corrections Standards and Training for Corrections mandates for required hourly annual training for all affected staff.
- Completes all required reports including STC quarterly reports, annual training plan, and annual fiscal report.
- Coordinates all logistics of mandated training including sites, per diem, reservations, rental, materials and required equipment supplies.
- Insures that all division staff receives training and remain in compliance with dictates of the Federal Consent Decree as to staffing, laundry, grievance, and program schedules.
- Makes necessary changes and adaptations to program schedules and policy within the division while insuring full compliance to mandated notification deadlines to those individuals (attorneys) appointed in the Federal Consent Decree as compliance officers.
- Take action to increase inmate programming services through grant contact with community college, local, state and federally funded agencies.
- Enhances inmate library through the selection and purchase of new reading material to meet the spiritual, educational, and entertainment needs of those incarcerated.
- Participates in budget preparation and administration.
- Reviews cost estimates prepared for budget recommendations.
- Reviews justifications submitted for jail operations and make recommendations to the Assistant Sheriff.

## **JAIL COMMANDER/SHERIFF SERGEANT - 3**

### **EXAMPLE OF DUTIES - Continued**

- Monitors and controls jail budget expenditures.
- Conducts jail inspections to insure facility remains in continual compliance with the mandates of the State, fire, safety, health, sanitation, and Board of Corrections inspections.
- Updates jail policies and procedures annually to ensure compliance with Board of Corrections mandate and changes in law.
- Clarifying policy and offering guidance to those personnel assigned to the detention facility.
- Provides administrative support and policy back-up to correctional personnel when conflict arises from lack of understanding of outside agencies utilizing the receiving and medical areas of the detention facility.
- Reviews and approves citizen clearance applications for those private individuals desiring to provide counseling or other forms of inmate support/self-help through established programs.
- Approves new programming suggestions by citizens as needed.
- Consults and coordinates medical treatment with medical staff to ensure required treatment is provided.
- Serves as primary liaison with courts regarding security issues for the safety of the public, staff and inmates.

### **Example of Duties as Sheriff Sergeant**

- Supervises the work of an assigned shift or unit of Deputy Sheriffs and law enforcement support staff.
- Provides training and work evaluations for assigned personnel.
- Ensures that staff assignments are conducted in accordance with departmental rules and regulations.
- Ensures proper use of Department equipment.
- Assists with calls for the protection of life and property.
- Enforcement of local and State laws.
- Supervises and assists with conducting preliminary investigations of crimes; interviews victims, complainants, and witnesses.
- Cooperates with other law enforcement agencies in the apprehension of criminals and suspects.
- May establish and maintain record and identification system.
- May search, collect and preserve evidence from crime scenes.
- Locate suspects, makes arrests and searches for and seizes criminal evidence.
- Interrogates suspects.
- Prepares evidence and reports of investigations and arrests.
- May serve as an undercover agent for vice and narcotic investigations.
- May conduct shift briefing and assign patrol staff to coverage areas.

## **JAIL COMMANDER/SHERIFF SERGEANT – 4**

### **Example of Duties as Sheriff Sergeant**

- Conducts research and assists with drafting departmental policies and procedures.
- May coordinate and oversee Deputy Coroner functions; may investigate deaths and prepare follow-up reports.
- May be responsible for special enforcement programs such as Special Weapons and Tactics, Child Abuse Investigations, Search and Rescue.
- Performs the full scope of professional law enforcement work as needed.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand, walk, and climb stairs and ladders; walk on sloped, slippery, and/or uneven surfaces; ability to stoop, kneel, or bend to pick up or move objects weighing over 100 pounds with help; crawl through various areas moving on hands and knees; physical ability to restrain prisoners; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in office, detention facility, courtroom and outdoor environments; unusual exposure to life threatening situations; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- California Code of Regulations Title 15.
- Procedures, methods, and techniques in jail operations and law enforcement records and reports.
- Procedures and methods and techniques in Court.
- First aide principles and practices.
- Principles and procedures of record keeping and reporting.
- Department general orders, policy and ethics, County Personnel Rules and the department's current Memorandum of Understanding (MOU), along with all other pertinent Federal, State, and local laws, codes and regulations.
- Laws of apprehension, arrest, and custody of persons accused of felonies and misdemeanors.
- Rules of evidence pertaining to search and seizure and the preservation and presentation of evidence.
- Laws applicable to the apprehension, retention, and treatment of juveniles.
- Recent court decisions affecting arrest procedures and the handling of suspects and detained persons.
- The general geography and topography of Plumas County.

**JAIL COMMANDER/SHERIFF SERGEANT – 5**

**Knowledge of - Continued**

- Use and care of Department authorized firearms.
- First aid techniques.
- Principles of criminal identification and fingerprint classification.
- Principles of supervision, training, and work evaluation.

**Ability to**

- Plan, organize, supervise, train, and evaluate the work of an assigned group or unit of employees.
- Perform a wide variety of professional law enforcement work.
- Perform specialized law enforcement assignments.
- Understand and interpret laws and regulations relating to arrest, rules of evidence, and the apprehension, retention and treatment of prisoners and juveniles.
- Understand and interpret the Code of Civil Procedures and Civil Processes.
- Carefully observe incidents and situations, accurately remembering names, faces, numbers, circumstances, and places.
- Secure information from witnesses and suspects.
- Make independent judgments and adopt quick, effective, and responsible courses of action during emergencies.
- Write clear and comprehensive reports.
- Meet standards of adequate physical stature, endurance and agility.
- Demonstrate technical and tactical proficiency in the use and care for firearms.
- Operate a motor vehicle under unusual and critical conditions.
- Effectively represent the Sheriff's Department in contacts with the public and other law enforcement agencies.
- Establish and maintain cooperative relationship with those contacted during the course of work.

**Training and Experience:**

Experience: Five (5) years of experience in professional law enforcement work comparable to that of a Deputy Sheriff in Plumas County. An incumbent must have no felony convictions.

Completion of advanced educational training in criminology, criminal justice, and law enforcement is desirable.

**Special Requirements:** Possession of a Basic and Intermediate Post Certificates issued by the California Peace Officer Standards and Training Commission (P.O.S.T.).

Possession of First Aid and CPR certificates.

Possession of a current and valid California Driver's license issued by the California Department of Motor Vehicles.



# Office of the Sheriff

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

3B3

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** May 14, 2014

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of June 3, 2014

**Recommended Action:**

Approve supplemental budget request in the amount of \$21,595.00 for Dept. 70362 – Sheriff AB109 budget.

**Background and Discussion:**

On January 15, 2014 the Community Corrections Partnership approved funding for the Sheriff's Office for the wages, benefits and training costs for an additional AB109 deputy.

This budget will be for the wages and benefits of an additional AB109 deputy and training costs associated with the hiring of one (1) entry level sworn deputy position. This position was authorized by Resolution No. 14-7940 adopted on February 4, 2014.

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

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

Department: AB109 - SHERIFF      Dept. No: 70362      Date: 5/14/2014

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

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

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

## TRANSFER TO OR

## SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70362	51000	REGULAR WAGES	7,502.00
0017G	70362	51040	HOLIDAY PAY	1,500.00
0017G	70362	51060	OVERTIME	2,000.00
0017G	70362	51080	RETIREMENT	2,090.00
0017G	70362	51090	GROUP INSURANCE	1,568.00
0017G	70362	51100	FICA/MEDICARE/OASDI	165.00
0017G	70362	51125	CLOTHING ALLOWANCE	1,200.00
0017G	70362	51128	BILINGUAL ALLOWANCE	70.00
0017G	70362	527500	TRAVEL - OUT OF COUNTY	5,500.00
Total (must equal transfer to total)				21,595.00

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.

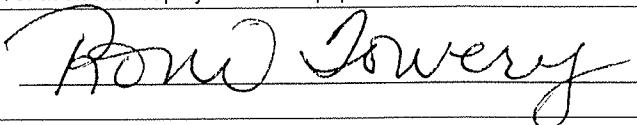
A) Supplemental budget request for additional deputy position to be funded from AB109

B) N/A

C) Expenses to be incurred this fiscal year

D) CCP approved request for funding to cover the cost of additional deputy for AB109 population

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.

# Plumas County Community Corrections Partnership

## EXECUTIVE COMMITTEE

Sharon Reinert, Chief Probation Officer/Douglas Carver, Acting Chief Probation Officer-Chair  
Judge Ira Kaufman-Deborah Norrie, Designee  
David Hollister, District Attorney  
Greg Hagwood, Sheriff  
Douglas Prouty, Public Defender  
Peter Livingston, Director of Mental Health

## MEETING MINUTES

Regular Meeting of the Community Corrections Partnership Committee  
On January 15, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.

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### 2:00 pm. **Call to Order/Roll Call**

Roll call.

Executive Members present: David Hollister, Greg Hagwood, Doug Prouty, Peter Livingston, Doug Carver  
Not Present: Deborah Norrie, Sharon Reinert  
In attendance, Monica Richardson, Secretary of the Committee.

1. DISTRICT ATTORNEY/ALTERNATIVE SENTENCING PROGRAM REQUEST FOR FUNDING. After discussion, Motion made by Doug Prouty to approve the District Attorney's request for an additional \$40,458 for FY2013-2014 to continue services provided by the Alternative Sentencing Program. Seconded by Greg Hagwood.  
All in favor, none opposed, no abstentions; Motion Carried. (Ayes=5, Noes=0, Abstain=0).  
Yes: Greg Hagwood, Doug Prouty, Peter Livingston, David Hollister, Doug Carver.
2. SHERIFF'S OFFICE REQUEST FOR FUNDING. After discussion, Motion made by David Hollister to approve the Sheriff's request for \$52,500, subject to alteration downward, for a Deputy Sheriff to work in conjunction with Plumas County criminal justice partners in response to the AB109 population. Seconded by Doug Prouty. All in favor, none opposed, one abstention. (Ayes=4, Noes=0, Abstain=1).  
Yes: David Hollister, Doug Prouty, Greg Hagwood, Doug Carver.  
Abstain: Peter Livingston
3. DISTRICT ATTORNEY/ALTERNATIVE SENTENCING PROGRAM: RELOCATION OF THE DAY REPORTING CENTER. After discussion, a committee, chaired by Stephanie Tanaka, Coordinator of the Alternative Sentencing Program, is established to explore alternative locations for the Day Reporting Center.

Approval of minutes.

Motion made by David Hollister to adopt the December 18, 2013 meeting minutes as written. Seconded by Greg Hagwood.  
All in favor, none opposed; Motion Carried.

### **Adjournment:**

Adjourned to meet again on Wednesday, February 19, at 2:00 p.m. in the Board of Supervisors Room 308, Plumas County Courthouse, Quincy, California.

**RESOLUTION NO. 14-7940**

**RESOLUTION TO AMEND THE PLUMAS COUNTY POSITION ALLOCATION FOR  
BUDGET YEAR 2013-2014 TO INCLUDE 1.0 FTE DEPUTY SHERIFF I OR II WITHIN THE  
DEPARTMENT OF SHERIFF AB109**

**WHEREAS**, the Board of Supervisors, through adoption of the budget, allocates positions for the various county departments each fiscal year; and

**WHEREAS**, during the fiscal year the Board of Supervisors may amend the position allocation by resolution; and

**WHEREAS**, it has been requested by the Sheriff due to the shifting of the responsibilities to the County for incarceration and supervision of a broad range of felons to increase staffing by 1.0 FTE Deputy Sheriff within a new department established for the AB109; and

**WHEREAS**, due to the influx of offenders and the possible result of overcrowding in the jail, the use of electronic monitoring, work and educational programs for sentence inmates as well as home arrest programs will need to be developed and staffed appropriately; and

**WHEREAS**, this position will be monitoring offender's participation and progress in these programs; assisting Probation Department with its monitoring; working patrol and corrections; and being the liaison between the Courts, District Attorney's Department and Probation; and

**WHEREAS**, the Community Corrections Partnership (CCP) has developed a 2013 Implementation Plan allocating funding for an additional Deputy Sheriff position; and

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

1. This position is contingent on the funding stream from AB109 and the approval of the Community Corrections Partnership.
2. Approve the amendment to the Position Allocation for budget year 2013-2014 to reflect the following:

<b><u>SHERIFF – AB109 Dept.# 70362</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>
Deputy Sheriff I or II	1.0	2.0

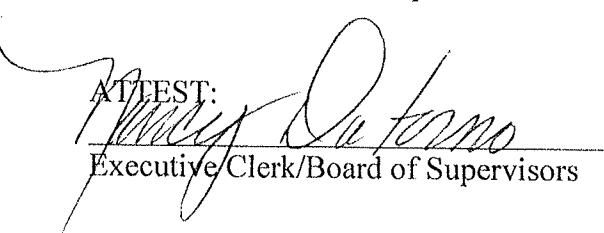
The foregoing Resolution, was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 4th day of February 2014 by the following vote:

AYES:	Supervisors	THRALL, GOSS, SIMPSON, KENNEDY, SWOFFORD
NOES:	Supervisors	NONE
ABSENT:	Supervisors	NONE



Chairperson, Board of Supervisors

ATTEST:



Nancy LaForno  
Executive Clerk/Board of Supervisors



## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

3c

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

ELLIOTT SMART  
DIRECTOR

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

DATE: MAY 16, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 3, 2014

RE: AUTHORIZATON TO FILL A VACANT OFFICE ASSISTANT I/II  
POSITION

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

Authorize the Department of Social Services to fill one vacant 1.00 FTE Office Assistant I/II position as soon as administratively possible.

### **Background and Discussion**

The Department of Social Services has experienced a vacancy in the Office Assistant I/II class. The position is vacant due to the internal promotion of the prior incumbent that was effective June 2, 2014. This position performs application screening work, clerical reception, finger imaging and telephone reception for the Department. The work is critical to effectively serving the public and to meeting our requirement to screen applications for emergencies.

The Department requests the authority to fill the position as soon as administratively feasible.

### **Financial Impact**

This is a budgeted and funded position. There is no impact to the General Fund as funding comes from federal, state and 1991 Realignment sources.

Copies: DSS Management Staff

Enclosures (3)

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

### Position: Office Assistant – Clerk/Receptionist

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

Answer: Yes. Public social services are state mandated.

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

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

- How long has the position been vacant?

Answer: The position will become vacant effective June 2, 2014.

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

Answer: No.

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

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

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

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

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

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

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

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

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

Answer: No.

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

Answer: No.

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

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

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

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

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

**FTE:** 1.00

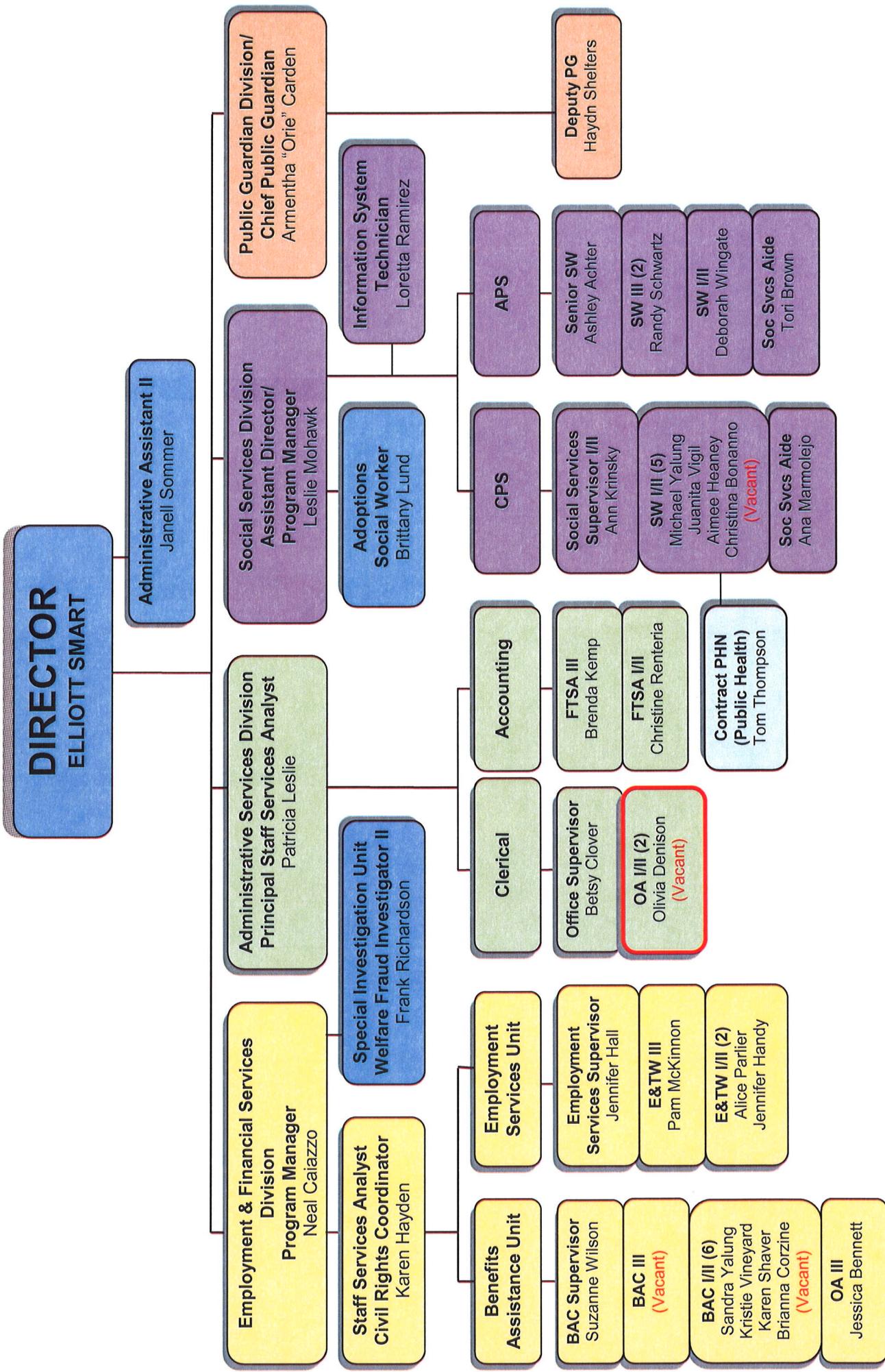
**Budgeted Position:** Yes

**Mandated Program:** Yes

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

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

# PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



# PLUMAS COUNTY AUDITOR / CONTROLLER

3DI

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



Date: 5/20/14

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Budget Transfer in the amount of \$59,151 from 40025 Workers Comp & Liability Insurance / 520530 Claims to 20020 General Services / 523600 Property Insurance.

## Recommendation:

Authorize budget transfer in the amount of \$59,151 from Department 40025 Workers Comp & Liability / 520530 Claims, to Department 20020 General Services / 523600 Property Insurance.

## Background:

Premiums for the Workers Compensation, Property Liability, General Liability, Pollution, and Medical Malpractice are paid to the Trindel Insurance Fund. These premiums are budgeted in various departments based on the type of insurance associated. When the 13/14 Budget was prepared, the property insurance premium was erroneously included in 0156 / 40025 / 520530, instead of 20020 General Services / 523600 where it has historically been budgeted. In order to pay the first installment of the premium, the property portion of the payment was paid from 40025 / 520530 as budgeted. Therefore, if the budget transfer is approved, the expenditure of \$59,151 will be adjusted to 20020 / 523600 by journal entry.

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

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

The reason for this request is (check one):		Approval Required
A.	<input checked="" type="checkbox"/>	Board
B.	<input type="checkbox"/>	Board
C.	<input type="checkbox"/>	Board
D.	<input type="checkbox"/>	Auditor
E.	<input type="checkbox"/>	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) When budget was prepared for 13/14, the property insurance premium was erroneously included in 0156 / 40025 / 520530. It should have budgeted in General Services 20020 / 522600

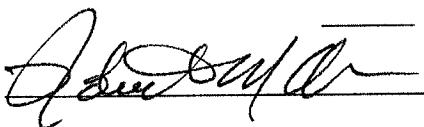
B) Premium was included in incorrect line item as described in A)

C) \_\_\_\_\_

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.



Insurance Fund

Alpine - Colusa - Del Norte - Lassen - Modoc - Mono - Plumas - San Benito - Sierra - Trinity

A Joint Powers Authority Established in 1980

[www.trindel.org](http://www.trindel.org)

**COUNTY OF PLUMAS**

Attn: Roberta Allen  
520 Main Street #211  
QUINCY, CA, 95971

INVOICE NUMBER	136
INVOICE DATE	March 24, 2014

DESCRIPTION	Total	Paid	INVOICE AMOUNT
WORKERS' COMPENSATION	1,271,359	100,000.00	1,171,359
PROPERTY / LIABILITY		Return of Funds	
Liability	405,611		
Property	115,556		
Airport	4,143		
Crime / Bond	3,991		
Watercraft	1,424		
Cyber	500		
P/L total	531,225		531,225
POLLUTION	4,291		4,291
MEDICAL MALPRACTICE	12,540		12,540
2012/ 2013 fiscal year premium	<u>\$ 1,819,415</u>		
50% Due by December 31, 2013 and then 50% due by April 30, 2014			
		TOTAL	1,719,415

**DIRECT ALL INQUIRIES TO:**

David Nelson, Executive Director  
(530) 623 - 2322  
email: [dnelson@trindel.org](mailto:dnelson@trindel.org)

**MAKE ALL CHECKS PAYABLE TO:**

Trindel Insurance Fund  
PO BOX 2069  
WEAVERVILLE, CA, 96093

PAY THIS AMOUNT  
BY April 30, 2014

Invoice #2



3D2

# PLUMAS COUNTY AUDITOR / CONTROLLER

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

Date: 5/20/14

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Budget Transfer in the amount of \$1,000 from 20320 Public Defender to  
20028 Homicide Trial Costs

### Recommendation:

Authorize budget transfer from Department 20320 Public Defender / 526100 Investigations to Department 20028 Homicide Trial Costs / 521977 Trial Court for payment of a claim for investigative work.

### Background:

Pursuant to Evidence Code sections 730 and 952, Patrick D. Maloney was appointed by the Judge of the Superior Court to assist defense counsel in the preparation of the defense of a defendant in a homicide trial. A claim for reimbursement will be filed for the cost of the homicide trial(s) that occurred during 13/14, and Department 20028 Homicide Trial Costs is being used to track those costs. Because Plumas County has relatively few homicide trials, and because these types of costs are hard to predict, there was not enough budgeted in Department 20028 Homicide Trial Costs to pay this invoice.

In order to pay the claim more promptly, the amount has been paid from department 20320 Public Defender. This was not improper because the expenditure was Court-ordered by the Superior Court Judge, but for ease of filing the reimbursement claim it should be paid from the Homicide Trial Costs Department. If the above budget transfer is approved, a journal entry will be recorded adjusting the expenditure to Department 20028 Homicide Trial Costs from 20320 Public Defender.

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

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

Department: Homicide Trial Costs      Dept. No: 20028      Date: 5/13/2014

The reason for this request is (check one):

Dept. No: 20028

Date

5/13/2014

The reason for this request is (check one):  **Approval Request**

A.  Transfer to/from Contingencies OR between Departments  
B.  Supplemental Budgets (including budget reductions)  
C.  Transfers to/from or new Fixed Asset, within a 51XXXX  
D.  Transfer within Department, except fixed assets  
E.  Establish any new account except fixed assets

## Approval Required

---

## Board

## Board

## Board

## Auditor

## 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) Not enough budgeted in 20028 Homicide.

B) \_\_\_\_\_

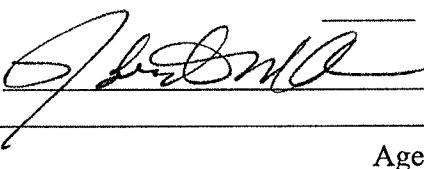
C) \_\_\_\_\_

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.

# COUNTY OF PLUMAS

STATE OF CALIFORNIA

VENDOR/  
CLAIMANT

MALONEY INVESTIGATIONS

**VENDOR #**

ADDRESS

P O BOX 615

VENDOR #

CITY/STATE/ZIP **CHICO, CA 95927**

**FUND #**

Sales Tax Journal Attached Y/N          #

**Fixed Asset Form Attached Y/N**

W/9 Form Attached Y/N

The undersigned, under penalty of perjury, states: That the above claim and the items as therein set out are true and correct; that no part thereof has been theretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

4/3/14  
DATE

MALONEY INVESTIGATIONS  
FIRM NAME OWNER  
PATRICK D. MALONEY SOLE PROPRIETOR  
BY TITLE  
SIGNATURE OF CLAIMANT/VENDOR

<b>Auditor's Use Only</b>	
Vendor #	
Audited	
Input	
Checked	
Date Stamp:	
<p style="text-align: center;">RECEIVED</p> <p style="text-align: center;">APR 18 2014</p> <p style="text-align: center;">AUDITORS / 100</p>	

**DEPARTMENT/DISTRICT APPROVAL:**

I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon; that the articles that have been delivered or the services have been performed by the claimant as set forth with the exception noted.

Claim is thereby approved for the sum of 1,968.75

Signed DR 4/22/14

Title Judge

For Districts \_\_\_\_\_

District \_\_\_\_\_

If applicable: \_\_\_\_\_

Second Signature JB

RECEIVED  
APR 18 2014

August 1, 1961

**DEPARTMENT/DISTRICT APPROVAL:**

I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon; that the articles that have been delivered or the services have been performed by the claimant as set forth with the exception noted.

Claim is thereby approved for the sum of

Signed J. K.  
Title Judge

### For Districts

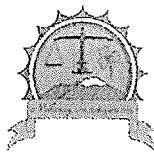
### District

If applicable:

APP 08 2014

## JNEY INVESTIGATIONS

LICENSE # PI19389  
 P.O. BOX 615  
 CHICO, CA 95927  
 (530) 895-3846



## INVOICE

DATE	INVOICE NO.
04/03/2014	2014-0403-1

## BILL TO

County of Plumas

DATE	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
2/4-4/3/14		People vs Kenneth Stringfellow Plumas County Superior Court Case # F13-00929  Conducted criminal defense investigation (See attached itemized list)	43.75	\$45.00	\$1,968.75
					<b>TOTAL \$ 1968.75</b>

Date	Item	Description	Quantity
02/04/14		Met w/ Jeff Cunan, discussed case, received digital media with discovery, went to crime scene and viewed apartment, took possession of evidence.	3.25
02/04/14		Processed photo evidence	1.50
02/07/14		Reviewed Discovery - Audio Recording - Julie Statler Interview.	1.00
02/07/14		Emails to/from Jeff Cunan re illegible discovery 1-201	0.25
02/07/14		Copied, reviewed, printed photo evidence / discovery	4.50
02/08/14		Reviewed Discovery - & Prepared questions for Nicholas Fitzgerald interview	1.50
02/08/14		Attempted to locate and interview Nicholas Fitzgerald	1.50
02/09/14		Typed report on contact with Nicholas Fitzgerald	2.00
02/09/14		Emails to Jeff Cunan w/ report on Nicholas Fitzgerald contact	0.25
02/10/14		Spoke with Nicholas Fitzgerald and typed report re my conversation with him.	1.00
02/21/14		Email from Jeff Cunan re PX outcome.	0.25
02/24/14		Reviewed Discovery - All written reports, made comprehensive witness/Involved Party list	10.50
02/24/14		Conducted tracer phone searches to identify phone service companies for SDTs on Demi Sullivan's and Kenneth Stringfellow's phone numbers, and typed email to Jeff Cunan re findings.	1.50
02/25/14		Email to Jeff Cunan re follow-up on bite marks	0.50
03/02/14		Conducted tracer search on Cynthia Brandt to identify former counties of residence, conducted online court searches.	1.25
03/03/14		Conducted online searches for agencies in Tuolumne and San Joaquin Counties to find agency to do court records searches, typed emails detailing information needed, called agencies to coordinate work that needs to be done.	1.50
03/04/14		Emails to/from Subcontractor - re Records search	0.25
03/05/14		Emails to/from Jeff Cunan re To Do List and Sebray Gossett	0.25
03/06/14		Emails from Callie Saenz	
03/07/14		Phone call with Jeff Cunan re Sebray Gossett	0.25
03/07/14		Interviewed Sebray Gossett	0.50
03/10/14		Emails x3 from Callie Saenz	0.25
03/11/14		Tuolumne County Court Records Check - Brandt	3.00
04/03/14		Typed reports on evidence at apartment and S Gossett interview.	7.00
		Total Hours Worked	43.75

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF PLUMAS

ENDORSED  
Plumas Superior Court  
MAR 10 2014

BY  
ROSEAN NORRIS,  
Clerk of the Court  
J. Leonhardt,  
Deputy Clerk

PEOPLE OF THE STATE OF  
CALIFORNIA,

Plaintiff,

vs.

KENNETH CHARLES STRINGFELLOW,  
Defendant.

Case No. F13-00929

[PROPOSED] ORDER FOR EX PARTE  
APPOINTMENT OF INVESTIGATOR  
AND PAYMENT OF DISCOVERY  
COSTS

HAVING DETERMINED THE INDIGENCY OF THE DEFENDANT, AND GOOD  
CAUSE APPEARING, IT IS HEREBY ORDERED that Patrick D. Maloney be appointed under  
Evidence Code sections 730 and 952 to assist defense counsel in the preparation of the defense in  
this matter.

The cost of this appointment is not to exceed \$2,000.00 at this time.

The hourly rate shall be \$45.00 per hour.

Date: MAR 10 2014

IRA KAUFMAN

By

JUDGE OF THE SUPERIOR COURT

ORDER

SPI - FINANCEPLUS  
DATE: 04/18/14  
TIME: 10:03:18

PLUMAS COUNTY  
DETAIL EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTA21

SELECTION CRITERIA: expledgr.key\_orgn='20028'  
ACCOUNTING PERIOD: 10/14

SORTED BY: FUND,DEPT/FUND,1ST SUBTOTAL,ACCOUNT  
TOTAL ON: FUND,DEPT,FUND,1ST SUBTOTAL  
PAGE BREAKS ON: FUND,DEPT/FUND

FUND - 0001H - HOMICIDE TRIAL COSTS

	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE
0001H-2-19-20028 521977 HOMICIDE TRIAL COSTS TRIAL C	25,000.00	.00	.00	23,115.26	1,884.74
0001H-2-19-20028 525000 HOMICIDE TRIAL COSTS OVERHEAD	.00	.00	.00	.00	.00
TOTAL 1ST SUBTOTAL - SERVICES & SUPPLIES	25,000.00	.00	.00	23,115.26	1,884.74
TOTAL DEPT/FUND - HOMICIDE TRIAL COSTS	25,000.00	.00	.00	23,115.26	1,884.74
TOTAL FUND - HOMICIDE TRIAL COSTS	25,000.00	.00	.00	23,115.26	1,884.74
TOTAL REPORT	25,000.00	.00	.00	23,115.26	1,884.74

RECEIVED  
APR 18 2014

Auditor

# PLUMAS COUNTY AUDITOR / CONTROLLER

3D3

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



Date: 6/3/2014

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Supplemental Budget transfer to 20040/48000 for \$2,629.00, supplemental expenditure accounts 20040/ 52020 Other wages, 52070 Overtime, and 527500 Out of County Travel

## Recommendation:

Authorize Supplemental Budget transfer to 20040/48000 for \$2,629.00, supplemental expenditure accounts 20040/ 52020 Other wages, 52070 Overtime, and 527500 Out of County Travel.

## Background:

The Assistant Auditor Controller assists Mental Health with fiscal duties and training during the transition to a new Fiscal Officer at the Mental Health department. Mental Health agreed to transfer the cost of wages and benefits for the actual hours of training provided. Other wages (52020) is over budget due to wages for a temporary employee to provide training to the new Assistant Auditor Controller in the area of property tax.



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) The new assistant auditor/controller assists Mental Health with fiscal duties and training during the transition to a new DFO.

B) Other wages is over budget due to wages for a temporary employee hired to provide training to the new assistant auditor/controller.

C) Current Year Expenses

D) Mental Health agreed to transfer the cost of wages and benefits for the actual hours of training provided.

Approved by Department Signing Authority: \_\_\_\_\_

Approved/ Recommended \_\_\_\_\_ Disapproved/ Not recommended \_\_\_\_\_

Auditor/Controller Signature: Robert M. Mc \_\_\_\_\_

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_ Initials \_\_\_\_\_

#### INSTRUCTIONS:

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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.

,14

14:34:56

PLUMAS COUNTY  
DETAIL EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key\_orgn='20040'

ACCOUNTING PERIOD: 11/14

SORTED BY: FUND,DEPT/FUND,1ST SUBTOTAL,ACCOUNT

TOTALLED ON: FUND,DEPT/FUND,1ST SUBTOTAL

PAGE BREAKS ON: FUND,DEPT/FUND

FUND - 0001 - GENERAL

		PERIOD	ENCUMBRANCES	YEAR TO DATE	AVAILABLE
	BUDGET	EXPENDITURES	OUTSTANDING	EXP	BALANCE
0001-1-11-20040 51000 AUD-CNTRLR REGULAR WAGES	399,596.64	.00	.00	304,730.49	94,866.15
0001-1-11-20040 51020 AUD-CNTRLR OTHER WAGES	5,000.00	.00	.00	6,457.50	-1,457.50
0001-1-11-20040 51060 AUD-CNTRLR OVERTIME PAY	.00	.00	.00	61.82	-61.82
0001-1-11-20040 51070 AUD-CNTRLR UNEMPLOYMENT INSURA	491.82	.00	.00	245.92	245.90
0001-1-11-20040 51080 AUD-CNTRLR RETIREMENT	71,463.21	.00	.00	53,557.76	17,905.45
0001-1-11-20040 51081 AUD-CNTRLR OPEB LIABILITY	4,874.00	.00	.00	4,874.00	.00
0001-1-11-20040 51090 AUD-CNTRLR GROUP INSURANCE	103,083.74	119.00	.00	68,161.57	34,922.17
0001-1-11-20040 51100 AUD-CNTRLR FICA/MEDICARE OASDI	31,555.04	.00	.00	22,806.55	8,748.49
0001-1-11-20040 51110 AUD-CNTRLR COMPENSATION INSURA	6,751.00	.00	.00	3,375.50	3,375.50
0001-1-11-20040 51120 AUD-CNTRLR CELL PHONE ALLOW	960.00	.00	.00	800.00	160.00
0001-1-11-20040 51150 AUD-CNTRLR LIFE INSURANCE	1,143.84	.00	.00	769.39	374.45
TOTAL 1ST SUBTOTAL - SALARIES & BENEFITS	624,919.29	119.00	.00	465,840.50	159,078.79
0001-1-11-20040 520201 AUD-CNTRLR PHONE - LAND LINE	1,700.00	136.53	.00	1,227.92	472.08
0001-1-11-20040 520210 AUD-CNTRLR POSTAGE/SHIP, MAIL	6,200.00	.00	.00	5,583.32	616.68
0001-1-11-20040 520220 AUD-CNTRLR PAPER/PAPER SUPPLI	800.00	.00	.00	90.27	709.73
0001-1-11-20040 520221 AUD-CNTRLR ENVELOPES	.00	.00	.00	.00	.00
0001-1-11-20040 520227 AUD-CNTRLR FOLDERS/FILES/BIND	.00	.00	.00	.00	.00
0001-1-11-20040 520230 AUD-CNTRLR COPY CHARGES	.00	.00	.00	.00	.00
0001-1-11-20040 520243 AUD-CNTRLR WARRANTS	.00	.00	.00	.00	.00
0001-1-11-20040 520250 AUD-CNTRLR COPY MACHINE LEASE	4,000.00	.00	.00	3,320.75	679.25
0001-1-11-20040 520902 AUD-CNTRLR VEHICLE MAINTENANC	400.00	.00	.00	61.88	338.12
0001-1-11-20040 520940 AUD-CNTRLR SAFETY EQUIPMENT/E	10,000.00	238.60	.00	2,399.23	7,600.77
0001-1-11-20040 521102 AUD-CNTRLR FUEL - VEHICLE	650.00	.00	.00	492.01	157.99
0001-1-11-20040 521600 AUD-CNTRLR MEMBERSHIPS/ANNUAL	600.00	.00	.00	599.00	1.00
0001-1-11-20040 521800 AUD-CNTRLR OFFICE EXP	3,000.00	.00	.00	2,770.13	229.87
0001-1-11-20040 521900 AUD-CNTRLR PROFESSIONAL SVC	60,000.00	.00	.00	59,830.00	170.00
0001-1-11-20040 524400 AUD-CNTRLR SPECIAL DEPARTMENT	.00	.00	.00	.00	.00
0001-1-11-20040 524870 AUD-CNTRLR TEST -EMPLOYEE MED/I	40.00	.00	.00	.00	40.00
0001-1-11-20040 525000 AUD-CNTRLR OVERHEAD	.00	.00	.00	.00	.00
0001-1-11-20040 525119 AUD-CNTRLR LIABILITY SELF-FND	2,197.42	.00	.00	1,098.72	1,098.70
0001-1-11-20040 527500 AUD-CNTRLR TRAVEL- OUT OF COU	4,000.00	.00	.00	3,724.78	275.22
TOTAL 1ST SUBTOTAL - SERVICES & SUPPLIES	93,587.42	375.13	.00	81,198.01	12,389.41
TOTAL DEPT/FUND - AUD-CNTRLR	718,506.71	494.13	.00	547,038.51	171,468.20
TOTAL FUND - GENERAL	718,506.71	494.13	.00	547,038.51	171,468.20
TOTAL REPORT	718,506.71	494.13	.00	547,038.51	171,468.20

ctions - PLUMAS COUNTY - FINPLUS DB

Employee	Last Name /	First Name	Pay Date	DEPT/FUND	Account	Amount	Ch
100333	MOLINA	CIARA A	08/24/2013	20040	51060	61.82	VE

1 match(es) found

# PLUMAS COUNTY AUDITOR / CONTROLLER

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



3D4

Date: 6/3/2014

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Budget Transfer in the amount of \$8,000 from 51000 Regular Wages  
to 521900 Professional Services

## Recommendation:

Authorize budget transfer in the amount of \$8,000 from Auditor Department 20040 / 510000 Regular Wages to, to 20040 / 521900 Professional Services to facilitate payment of invoice from Nyhart Epler Company for preparation of the OPEB Actuarial Valuation as of July 1, 2013, to be used for 13/14 and 14/15. This study is conducted biannually and was last completed as of 7/1/2011.

## Background:

Per GASB 43 and 45, public entities are required to accrue unfunded liabilities for retiree health benefits and Other Post Employment Benefits (OPEB) for retirees. Nyhart Epler is a consulting firm that specializes in actuarial, benefits, and compensation issues. The actuarial study that was performed by this firm measures the County's liability for retiree health benefits and determines the accounting requirements under GASB 43 and 45 in regard to unfunded liabilities for retiree health benefits. A draft copy was sent to the Auditor/Controller for review, the final copy of the actuarial study will be available within the next few months.

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

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

Department: Auditor      Dept. No: 20040      Date 6/3/2014

Dept. No: 20040

Date

6/3/2014

The reason for this request is (check one):

**Approval Required**

A.  Transfer to/from Contingencies OR between Departments  
B.  Supplemental Budgets (including budget reductions)  
C.  Transfers to/from or new Fixed Asset, within a 51XXX  
D.  Transfer within Department, except fixed assets  
E.  Establish any new account except fixed assets

## Board

## Board

## Board

## Auditor

## 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) Insufficient amount budgeted to pay claim from Nyhart Epler for OPEB Actuarial Study

B) Estimate for regular wages was overstated due to turnovers in the Department

C) Invoice due from Nyhart Epler

D)  

Approved by Department Signing Authority: \_\_\_\_\_

Approved/ Recommended \_\_\_\_\_ Disapproved/ Not recommended \_\_\_\_\_

Auditor/Controller Signature: John D. Oler \_\_\_\_\_

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.



May 8, 2014

**PRIVATE**

Ms. Roberta Allen  
Auditor/Controller  
County of Plumas  
520 Main Street, Room 205  
Quincy, CA 95971-9115

Please see our attached bill. Payment should be made to:

The Nyhart Company  
Attn: Finance Dept.  
8415 Allison Pointe Blvd  
Suite 300  
Indianapolis, IN 46250

Our Federal ID# is 35-0966414. If you have any questions please feel free to contact me at (619) 239-0831. Thank you.

Sincerely,



Marilyn K. Jones  
Nyhart Epler

A handwritten signature in black ink, appearing to read "Marilyn K. Jones" followed by "Nyhart Epler".



Ms. Roberta Allen  
Auditor/Controller  
County of Plumas  
520 Main Street, Room 205  
Quincy, CA 95971-9115

April 30, 2014  
Invoice No: 0102879

Project 703590.HCADM.OPE2014  
County of Plumas\_OPEB

**This invoice covers the period from January 01, 2014 to May 04, 2014**

Progress Bill for Consulting Services - OPEB Actuarial Valuation.

Includes administrative assistance, technology, reproduction and distribution related expenses.

**Total Due this Invoice \$6,480.00**

---

Remit Payment To:  
The Nyhart Company  
Attn: Finance Department  
8415 Allison Pointe Blvd.  
Suite 300  
Indianapolis, IN 46250  
[accounting@nyhart.com](mailto:accounting@nyhart.com)  
Toll Free Number 800-428-7106

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Auditor/Controller** (hereinafter referred to as "County"), and **The Howard E. Nyhart Company, an Indiana Corporation, doing business as Nyhart Epler**, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand, Three Hundred Dollars (\$9,300.00).
3. Term. The term of this agreement shall be from August 22, 2013 through April 30, 2014, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

County of Plumas  
520 Main Street #205  
Quincy, CA 95971  
Attention: Roberta Allen, Auditor/Controller

Contractor:

The Howard E. Nyhart Company,  
an Indiana corporation doing business as  
Nyhart Epler  
8415 Allison Pointe Boulevard, Suite 300  
Indianapolis, IN 46250  
Attention: Marilyn K. Jones

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. [Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. **NOTE: Only for contracts in excess of \$10,000.]**

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

SM COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

**CONTRACTOR:**

The Howard E. Nyhart Company, an Indiana Corporation doing business as Nyhart Epler

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

Name:

Title:

Date signed:

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

Name:

Title:

Date signed:

**COUNTY:**

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

By: Robert A. Allen

Name: Roberta Allen

Title: Auditor/Controller

Date signed:

**APPROVED AS TO FORM:**

Stephen S. Mansell 8/29/13

Steve Mansell

Plumas County Deputy County Counsel

## EXHIBIT A

### Scope of Work

1. Contractor shall perform an updated actuarial valuation as of July 1, 2013 of the County's retiree health benefits program in accordance with Government Accounting Standards Board Statements No. 43 & 45 (GASB 43 & 45).
2. Contractor shall provide County with an electronic (pdf) draft valuation report 30 days prior to the date the report will be presented to the board of Supervisors.
3. County shall review and approve draft within 5 days of receipt of draft.
4. Contractor shall provide the County with two hard copies and one electronic (pdf) copy of the final report one week prior to the date report will be presented to the Board of Supervisors.
5. Contractor shall present the valuation reports to the Plumas County Board of Supervisors during a regularly scheduled Board meeting in April or May 2014, exact date to be mutually agreed upon by the County and Contractor.
6. Contractor shall have all necessary permits, licenses, and/or certifications necessary to provide the above services.

EXHIBIT B

Fee Schedule

1. County shall pay Contractor, upon receipt of invoice, \$7,500.00 for satisfactory completion of the valuation and delivery of final reports.
2. County shall pay Contractor \$800.00 to present the valuation study to Board of Supervisors
3. County shall pay contractor actual travel expenses, with original receipts, not to exceed \$1,000.00



# Plumas County Office of Emergency Services

3E

270 County Hospital Road #127  
Quincy, California 95971

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

**Date:** May 22, 2014

**To:** Honorable Board of Supervisors

**From:** Jerry Sipe *JS*

**RE:** Agenda Item for June 3, 2014

**Recommendation:** Receive an update and report of activities of the Office of Emergency Services and the Fire Prevention Specialist.

**Background and Discussion:** As the Board is aware, Sue McCourt is serving under contract as the county's Fire Prevention Specialist. Funded through Title III, her scope of work includes a wide range of Firewise and community wildfire protection planning activities.

Thanks to her help, Plumas County continues making big strides in wildfire prevention and preparedness. The attached report summarizes her accomplishments for the past few months. Additionally, the Office of Emergency Services helped coordinate one of the largest multi-agency preparedness exercises in recent memory. This exercise drew participants from throughout the county and greatly helped responders and the community be better prepared for the upcoming fire season.

At this time the Board is invited to ask questions of staff and receive this report of activities.

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

Thank you.

Enclosure

**Summary of Activities and Accomplishments Feb 2014- May 2014**  
**Fire Prevention Specialist**

**Firewise activities:**

- Coordinating Firewise Educational activities and OES support for the 2014 Meadow Valley Wildland Fire Exercise.
  - Presentation to Meadow Valley residents on community preparedness, defensible space and evacuation planning at the May 8 Meadow Valley Community meeting for the upcoming Wildland Fire Exercise June 1.
- Prepared Plumas Co. Firewise Communication Plan for fire season 2014.
  - Composed articles for area newspapers on FIREWISE and defensible space. Participated in interviews on fire season preparedness with area newspaper reporters. Provided articles for 2014 Living with Fire newspaper insert (June 2014)
  - Coordinating Firewise educational activities with CALFIRE PRC 4291 defensible space inspection program. Attended CALFIRE hosted community meetings.
  - Coordinating activities with new Plumas Firesafe Council coordinator Nils Lunder.
  - Met with Plumas National Forest Fire Prevention Committee to update county related fire prevention activities.
- Mohawk Vista Community Firewise Community introductory meetings
  - Meeting #1: Introduction of Firewise community program concept to key community leaders.
  - Meeting # 2: Presentation to Mohawk Vista homeowners at Graeagle Firehall. Discussion of community wildfire preparedness, out of fire district issue and Firewise Community Program. Presented Wildfire Evacuation Plan with Chief Ed Ward, Graeagle FPD Chief. 35 residents in attendance.
- Provide technical assistance to Gold Mountain, Graeagle, Lake Almanor CC, Greenhorn for Firewise Community planned activities.
- Continued outreach to potential communities for Firewise program participation through local residents, Fire Chiefs and key community leaders.

**Provide assistance to Fire Protection Districts in Plumas County:**

- Continued work on Evacuation Map project in various communities in Plumas County. Hosted Interagency Warner Valley Evacuation planning meeting in Chester. Participants: USFS, Chester Fire, NPS, CALFIRE, PCOES, Lake Almanor West Firewise Community Chair.
- Met with Long Valley CSD Board re: Firewise program concept for Cromberg / Sloat.
- Field visit to Beckwourth FPD with Chief McCaffry - fuels reduction projects updates and discussion of community evacuation route planning.

**Continued implementation of action items in Communication Plan: Fire Protection in Plumas County- Public Education and information relating to residents residing outside a Fire District.**

- Meetings with Mohawk Vista residents and Graeagle Fire for discussions and options for fire protection with Graeagle Fire Protection District.
- Continued discussions and providing assistance to fire districts for outreach of out of fire district residents in their response area.



# Plumas-Sierra County Fair

204 FAIRGROUNDS ROAD QUINCY, CA 95971-9462

(530) 283-6272 FAX (530) 283-6431 [www.countyofplumas.com/fair/index.htm](http://www.countyofplumas.com/fair/index.htm)

3F

**Date:** May 21, 2014

**To:** Honorable Board of Supervisors

**From:** John Steffanic, Fair Manager

**Agenda:** Board Item for June 3, 2014

**Item Description/Recommendation:** Approve a Supplemental Budget in Fair Fund 0005, Department 20190, in the amount of \$36,000.

**History/Background:** As the Board may be aware, the Division of Fairs and Expositions has provided unanticipated revenue to the Plumas-Sierra County Fair in the amount of \$36,000, which was received and deposited on May 13, 2014. These funds are a result of revenue received from repayment of loans that the Division has made to other fairs. While the revenue stream is consistent, the distribution of these revenues to county fairs statewide is at the discretion of the Division. This is, however, the second year in a row Plumas-Sierra County Fair has received these particular one-time funds.

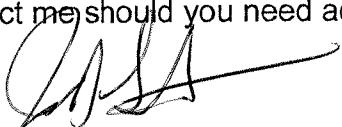
The expenditure of these one-time funds will be budgeted in two line items. The Supplemental Budget includes an expenditure of \$16,000 budgeted in the Maintenance Buildings and Grounds line item. With declining county general fund revenues to support county operations, including the Fair, the Fairgrounds have deferred maintenance in many areas. Much needed repairs and improvements will now be able to be made in time for the 2014 Plumas-Sierra County Fair. Projects would include repairs to the water system, structural improvements to some of the buildings and equipment repair and replacement.

Additionally, \$20000 is being budgeted in the Special Department line item for the purchase of a commercial refrigerator, a commercial ice machine, a storage container, and folding chair and tables. The Tulsa Scott kitchen has been without a commercial refrigerator since the Senior Nutrition Site moved in FY 2008-2009. This has hindered our ability to accommodate events such as the High Sierra Music Festival as well as our overall ability to rent the kitchen as a commercial entity. The ice machine will eliminate the need for us to contract with an ice company for the fair and will become a revenue generator. The storage container is a necessity resulting from two annual site visits in a row by our insurer, citing the fairgrounds for improper storage of paint and other combustibles. Lastly, the fairgrounds' aging tables and chairs are slowly being rotated out of service as their condition deteriorates or they break altogether. New chairs and tables are a necessity for keeping the facility competitive and useful to the community.

The Board's action today will approve a Supplemental Budget in Fair Fund 005, Department 20190, of \$36,000, approving expenditures in Maintenance Building and Grounds and Special Department to address deferred maintenance and enhance the fairgrounds overall as a facility.

Please contact me should you need additional information.

Thank You.



JOHN STEFFANIC

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

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

Department: Fairgrounds      Dept. No: 20190      Date 5/21/2014

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input 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. RECEIVED  
MAY 22 2014

**RECEIVED**  
Revenue, and/or bad

### **Auditors / Risk**

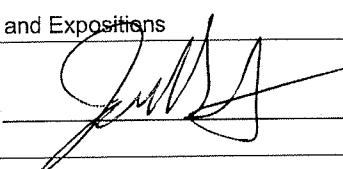
In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) To purchase and repair equipment and projects that have been delayed over the past several years.

B) Unanticipated allotment from the Department of Fairs and Expositions

C) All proposed purchases and repairs are needed for the upcoming season

D) Unanticipated allotment from the Department of Fairs and Expositions

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.

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - VIEW AT AN ANGLE



# STATE OF CALIFORNIA 04-857360

WARRANT NUMBER

THE TREASURER OF THE STATE WILL PAY OUT OF THE  
IDENTIFICATION NO.

FUND NO. FUND NAME  
0191 FAIR AND EXPOSITION FUN

MO. DAY YR.  
8570 05 06 2014

90-1342/1211

04857360

TO: 857360  
--- PLUMAS SIERRA COUNTY FAIR

DOLLARS	CENTS
\$***36000.00	

*John Chiang*  
JOHN CHIANG  
CALIFORNIA STATE CONTROLLER  


FORM 04-08 (2-97) CONTROLLERS WARRANT

01211134230 048573603#

## REMITTANCE ADVICE

STD. 404C (REV. 4-95)

VENDOR-ID  
PLUMA00010-00

PAGE 1

STATE OF CALIFORNIA  
DOF

THE ENCLOSED WARRANT IS IN PAYMENT OF THE INVOICES SHOWN BELOW

DEPARTMENT NAME	ORG. CODE	INVOICE DATE	INVOICE NUMBER	RPI
FOOD AND AGRICULTURE	8570			
DEPARTMENT ADDRESS	CLAIM SCHED. NO.	INVOICE AMOUNT		
1220 N STREET, ROOM 140 SACRAMENTO CA 95814	1301348	03/25/14 F&E ALLOCATION 36000.00		
VENDOR PLUMAS SIERRA COUNTY FAIR 204 FAIRGROUNDS RD QUINCY CA 95971				
FEDERAL TAX ID NO. OR SSAN	RP TYPE	TAX YR	TOTAL REPORTED TO IRS	
			TOTAL PAYMENT	36000.00
				,00

36



## PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street  
Quincy, CA 95971-9366  
(530) 283-7011

[www.plumascounty.us](http://www.plumascounty.us)

**DATE:** June 3, 2014

**TO:** Honorable Chair and Members of the Board of Supervisors

**FROM:** Randy Wilson, Plumas County Planning Director *RW*

**RE:** Authorize the Planning Director to execute an Agreement for Contract Employee Services for Leah Wills for work on water planning issues.

### Background

Leah Wills provides professional services to both County of Plumas and the Plumas County Flood Control and Water Conservation District. This contract is for Leah's services as a contract employee, which is a change from past contracts with Leah, which were for professional services as an independent contractor.

This request is before the Board because all funds for Leah's services under the existing Professional Services Contract with Plumas County have been expended for fiscal year 2013-2014. The was due to more time anticipated in the fiscal year 2013-2014 for work that Leah performed related to the Prop 50 grant and work on FERC matters, such as the Buck's Creek FERC relicensing.

The request is for a 90 day contract at an hourly rate of \$67.54 per hour, not to exceed 120 hours (deductions for workers compensation, unemployment insurance, and FICA will be taken out). This request also includes a request to fund this agreement by a budget transfer of \$9,000 out of 20020-General Services/521900-Professional Services to Department 20490-Planning and then the various line items under salaries and benefits.

### Scope of Services

The following explains the tasks/issues contain in the proposed contract.

CONTRACT EMPLOYEE shall serve in a consultant, or advisory, capacity to the Plumas County Planning Director. Duties include, but are not limited to:

- \* Work on and attend meetings regarding Rock Creek/Cresta Ecological Resources Committee (ERC) (FERC # 1962 and other matters related to FERC relicensing in the North Fork of the Feather River; (Bucks FERC # 619, Poe FERC #2107, and Oroville FERC #2100, hydroelectric licenses);
- \* Work on and attend meetings regarding FERC 2105 relicensing including work on the 401 permit for FERC 2105;
- \* Work on issues related to the Prop 50 Grant between Plumas County and the Department of Water Resources;
- \* Work on CEQA/NEPA related issues related to water planning;
- \* Work on water quality temperature and mercury issues related to water planning;
- \* Work on the California Statewide Groundwater Elevation Monitoring Plan (CASGEM) compliance issues related to water planning;
- \* Work on groundwater management issues;
- \* Provide support the Drought Taskforce including attending Drought Taskforce meetings;
- \* Assist in the development of a Water Program Transition Plan; and
- \* Other Duties as assigned related to water use, conservation, and planning.

## **ACTIONS FOR CONSIDERATION**

Staff recommends the Board of the Plumas County Flood Control and Water Conservation District take the following action.

- I. Authorize the Planning Director to execute an Agreement for Contract Employee Services for Leah Wills for work on water planning issues and approve a budget transfer of \$9,000 from Department 20020, Account 521900 (Professional Services) to fund this contract.

## AGREEMENT FOR CONTRACT EMPLOYEE SERVICES

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

### 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.

**PAYROLL:** The Contract Employee shall be considered an "Extra Help Employee," who will serve at the pleasure of the Plumas County Planning Director.

### 2. SERVICES TO BE PROVIDED

CONTRACT EMPLOYEE shall serve in a consultant, or advisory, capacity to the Plumas County Planning Director. Duties include, but are not limited to:

- \* Work on and attend meetings regarding Rock Creek/Cresta Ecological Resources Committee (ERC) (FERC # 1962 and other matters related to FERC relicensing in the North Fork of the Feather River; (Bucks FERC # 619, Poe FERC #2107, and Oroville FERC #2100, hydroelectric licenses);
- \* Work on and attend meetings regarding FERC 2105 relicensing including work on the 401 permit for FERC 2105;
- \* Work on issues related to the Prop 50 Grant between Plumas County and the Department of Water Resources;
- \* Work on CEQA/NEPA related issues related to water planning;
- \* Work on water quality temperature and mercury issues related to water planning;
- \* Work on the California Statewide Groundwater Elevation Monitoring Plan (CASGEM) compliance issues related to water planning;
- \* Work on groundwater management issues;
- \* Provide support the Drought Taskforce including attending Drought Taskforce meetings;
- \* Assist in the development of a Water Program Transition Plan; and
- \* Other Duties as assigned related to water use, conservation, and planning.

CONTRACT EMPLOYEE shall consult with the Plumas County Planning Director 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 Planning Director and the CONTRACT EMPLOYEE are primarily to be in response to the issues of water. Accordingly, there is no foreseen specific project delivery schedule.

### 4. TERM

CONTRACT EMPLOYEE shall be retained for a period of three (3) months, commencing on June 3, 2014, and ending on September 3, 2014, subject to Paragraph 5, below.

### 5. COMPENSATION AND REIMBURSEMENT

CONTRACT EMPLOYEE shall be compensated for her service at the rate of Sixty-One Dollars and Sixty Four Point Two Cents per hour (\$61.642/hr).

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

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

### 6. PAYMENT

Payment for services and reimbursement may take longer than payroll every 2 weeks, if any, shall be processed as part of the regular County bi-weekly payroll.

Upon submission of a submitted reimbursement request for payment, if any, as approved by the Planning Director, payment shall be processed by the County, but reimbursement may take more than two (2) weeks.

### 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.

<u>If to Contract Employee:</u>	<u>If to Planning Director:</u>
Leah Wills	Randy Wilson
	Planning Director
5587 North Fir Fork	555 Main Street,
Taylorsville, CA 95983	Quincy, CA 95971
Tel: (530) 284-7294	Tel: (530) 283-6214
	Fax: (530) 283-6134

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**

COUNTY, Planning Director 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. 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 COUNTY, upon two (2) weeks written notice to the Planning Director.

#### **9. EMPLOYMENT BENEFITS**

COUNTY shall provide CONTRACT EMPLOYEE no benefits or compensation other than salary and compensation as described in Section 5. 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 Planning Director.

14. MODIFICATION

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

15. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other 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 County 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 COUNTY 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 June 3, 2014, after authorization is granted by the Plumas County Board of Supervisors.

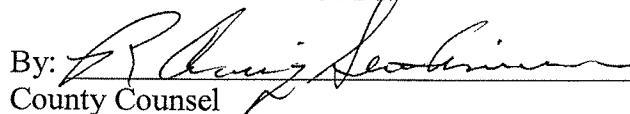
CONTRACT EMPLOYEE

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

PLUMAS COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Randy Wilson  
Planning Director

APPROVED AS TO FORM

By:  Date: 5/28/14  
County Counsel

APPROVED AS TO COMPLIANCE WITH PLUMAS COUNTY PURCHASING POLICY

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





## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

3H

Dony Sawchuk  
Director

Board Meeting Date: June 3, 2014

To: The Honorable Board of Supervisors  
From: Dony Sawchuk, Director  
Subject: **Approve an Ordinance of the County of Plumas adding Sections 6-1.119 and 6-1.120 to the Plumas County Code relating to the Control of Pets in County Parks and Campgrounds**

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### Background

Facility Services has dealt with an abundant amount of pet feces in our parks, campgrounds and ball fields. Some pet owners using these facilities leash and clean up after their pets while others allow their pets to roam freely and leave the pet waste behind. Some patrons lock their dogs within the enclosed ball field fence using it like a dog park and do not clean up after their pets. On occasion, big holes are dug by uncontrolled dogs chasing the gophers and our crew must fill those holes in and repair the lawn.

During the maintenance of the lawns and grounds of these facilities we try to remove as much pet waste as possible. On many occasions our employees have had to go home to change their clothes and shower because their weedeater has struck a pile of pet waste. Our mowing equipment constantly picks up fecal matter and requires cleaning after each day of use.

Contact with fecal matter on a daily basis poses a health hazard for our employees.

We have received complaints from park users including picnickers who had unwelcome and uncontrolled dogs invade their food. Facility Services employees have also witnessed this event. Sport teams have taken it upon themselves to post homemade "No Dogs Allowed" signs around the ball fields because of the feces problem.

In order to assist the public in the removal of pet waste, we have installed 2 pet waste stations in Gasner Park and have plans for more in this park and other locations.

With the abundance of free roaming space available in Plumas County, it would not be a burden to place a leash and pet feces ordinances on a small portion of our public use facilities. These facilities were designed for the enjoyment of all, pet owners and non-pet owners alike.

Violations of the new code provisions would be deemed infractions punishable by a fine set by Board resolution. This will be presented at a future board meeting.

**ORDINANCE NO. 14 -**

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
ADDING SECTIONS 6-1.119 AND 6-1.120 TO THE PLUMAS COUNTY CODE  
RELATING TO CONTROL OF PETS IN COUNTY PARKS AND CAMPGROUNDS.**

The Board of Supervisors of the County of Plumas, State of California, ordains as follows:

**SECTION 1.** Section 6-1.119 is hereby added to the Plumas County Code as follows:

**Sec. 6-1.119. – Parks: Pet Feces.**

- (a) No owner shall permit his or her dog, cat, or other animal to deposit fecal matter within a County-maintained park or campground, unless such owner shall cause the fecal matter to be removed immediately thereafter and lawfully disposed.
- (b) For the purposes of this chapter, “County-maintained park or campground” shall include Gansner Park, Chester Park, Story Ball Field, Rotary Ball Field, Dame Shirley Plaza, the Courthouse grounds, and the Taylorsville Campground.
- (c) Violation of this section may be punished in accordance with Section 6-1.117 above.

**SECTION 2.** Section 6-1.120 is hereby added to the Plumas County Code as follows:

**Sec. 6-1.120. – Parks: Unleashed Dogs.**

No owner shall permit his or her dog to be in any County-maintained park or campground unless the dog is restrained by a leash not exceeding eight (8) feet in length. Such restriction shall not apply to any portion of a County-maintained park or campground that has been designated by the County as a dog park or as otherwise not requiring dogs to be restrained by leashes. Such leash-optional portions of a County-maintained park or campground shall be clearly marked by appropriate signage. Violation of this section may be punished in accordance with Section 6-1.117 above.

**SECTION 3. Effective and Operative Dates; Publication; Codification.**

This ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the *Feather River Bulletin*, a newspaper of general circulation in Plumas County, within fifteen (15) days of final adoption. Sections 1 and 2 of this ordinance shall be codified; the remainder shall be uncodified.

Introduced at a regular meeting of the Board of Supervisors on the \_\_\_\_\_ day of May 2014, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the \_\_\_\_\_ day of May, 2014, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

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Chairperson, Board of Supervisors

ATTEST:

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Clerk of the Board of Supervisors

4A

**NOTICE OF PUBLIC HEARING  
APPLICATION OF HIGH SIERRA MUSIC FESTIVAL**

The Plumas County Board of Supervisors will be holding a public hearing on the following matter on Tuesday, June 03, 2014 at 10:15 a.m. in the Board of Supervisor Room 308, Courthouse, Quincy, California.

Pursuant to Ordinance 02-967 regarding "Outdoor Festivals", application has been received from the High Sierra Music Festival to be held July 03 – 06, 2014 in and around the Plumas-Sierra County Fairgrounds, Quincy, California.

The Board will take public input and comments about this event, and conditions appropriate for the permit.

For further information on the above hearing contact: Clerk of the Board at (530) 283-6170.

Written comments should be mailed to the Plumas County Board of Supervisors, 520 Main Street, Room 309, Quincy, California 95971.

Publication: FRB May 21, 2014



JULIE A. WHITE  
COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: [pcttc@countyofplumas.com](mailto:pcttc@countyofplumas.com)

(530) 283-6260 • Fax (530) 283-0946  
Kelsey Hostetter – Asst. Tax Collector (530) 283-6259

DATE: April 17, 2014

TO: Nancy Daftorno, Clerk of the Board

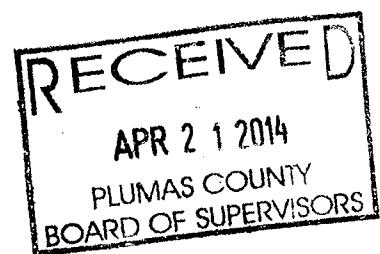
FROM: Julie White, Treasurer- Tax Collector *JKW*

RE: High Sierra Music Festival- Plumas County Fairgrounds

Attached is an application for an Outdoor Festival; High Sierra Music Festival, July 3<sup>rd</sup> through 6<sup>th</sup>, 2014

The applicant has paid the application fees, and completed the information and program plans for each festival. Please set a public hearing date for the two festivals.

Thank You,



**White, Julie**

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**From:** Rebecca Sparks <rebecca@highsierramusic.com>  
**Sent:** Monday, April 14, 2014 3:27 PM  
**To:** White, Julie  
**Subject:** Outdoor Festival License application  
**Attachments:** HSMFpermit14.docx

Greetings Julie~

Just like clockwork, I would like to submit our application for the Outdoor Festival Permit. Please see attached document. I will send a check by mail. The property owner list is almost finalized. We may have one more late add-on, and I'll let you know about that.

Thank you,

Rebecca Sparks

High Sierra Music  
510.420.1529 :: 510.420.1589 fax

[highsierramusic.com](http://highsierramusic.com)  
[delfest.com](http://delfest.com)  
[hangtownhalloween.com](http://hangtownhalloween.com)



PO Box 99529 • Emeryville CA 94662-9529  
Phone 510-420-1529 • Fax 510-420-1589  
[www.highsierramusic.com](http://www.highsierramusic.com)

## APPLICATION FOR OUTDOOR FESTIVAL PERMIT 2014

### Identity:

High Sierra Music Inc.  
3254 Adeline St., Ste 240  
Berkeley CA 94703  
510-420-1529

### Corporate officers:

Rebecca Sparks  
President; Secretary  
6105 Arlington Blvd.  
Richmond CA 94805

David Margulies  
Chief Financial Officer  
1131 Greenmeadows Way  
Ashland OR 97520

Roy Carter  
VP of Marketing and Operations  
138 Greenbank Ave.  
Piedmont CA 94611

### Location:

- Plumas-Sierra County Fairgrounds, 204 Fairgrounds Rd., Quincy CA 95971
- Richard Leonhardt's property, 230 Railway Ave., Quincy CA 95971 (parking)
- Ray Huntington's property, Huntington Equipment, Quincy, CA 95971 (RV parking)
- Pioneer Park Eastern Annex, Quincy, CA (parking and camping)
- Danny/Charles/Richard Kris Leonhardt's property, 500 N. Mill Creek Rd., Quincy CA 95971 (parking)
- East Quincy Services District, Bell Lane, Quincy CA 95971 (RV parking and camping)

### Dates:

July 3 – 6, 2014

Estimated attendance: 8,000

**(1) Police and Fire:**

Plumas County Sheriff's Office and Quincy Fire have jurisdiction over the fairgrounds. See (10) below for more details on security personnel.

We have strict regulations prohibiting campfires, fireworks, and open BBQ's and grills. These will be strictly enforced. Security personnel will have access to fire extinguishers. Fire extinguishers will be attached to golf carts of key personnel. Fire lanes are maintained throughout camping areas.

**(2) Water and food supplies:**

Potable water tanks will be placed in the camping areas with potable water. The water will come from the East Quincy Services District, be put into water tanks, and transported by our own vehicle. The water tank will be of an approved type for the storage and service of potable water. There will be food vendors on site who will obtain temporary food booth permits from the Department of Environmental Health. Campers are also welcome to supply their own food.

**(3) Sanitation:**

Portable toilets will be placed liberally throughout camping areas and parking areas. They will be serviced three times daily. Total number of toilets leased will exceed 100, not including the permanent facilities at the Fairgrounds.

**(4) Medical:**

Our experienced medical team will address most minor medical problems from headaches, over-exposure to the sun, and cuts and bruises. A medical crew will be on-site comprised of doctors, nurses, and EMTs with basic first aid supplies. The medics are based in the music area in a tent during the day, and post at night located near the Livestock office. There is at least one MD on call 24 hours a day. There is a dedicated radio channel for medical. Anything deemed beyond the scope of what we can provide on-site will be referred for transport to the local hospital. In that event, our medical staff will stabilize and prepare the patient for transport. There will be a key to Gate 2 at a fixed position in the medical tent, and all emergency transports will take place at Gate 2 adjacent to the Livestock office.

**(5) Parking:**

Ample parking will be provided by the combination of properties leased (see above). Vehicles parked on the Fairgrounds will not be allowed to drive in and out in order to minimize vehicle traffic within the Fairgrounds. In order to prevent traffic backups the first day of the event, we will be staging vehicles on the Leonhardt property, and metering cars out a few at a time for entry into the Fairgrounds. Professional parking staff will be attending vehicles, with special attention and extra staff on the first day when it is needed most.

**(6) Vehicle access/on-site traffic control**

All vehicles gaining entrance to the fairgrounds will have a vehicle pass. Security personnel will be collecting these passes upon entering the fairgrounds, and the vehicles will not have in and out privileges throughout the weekend. Once they are parked, they must remain there for the duration. If they leave, they will not regain entry until the end of the festival. A limited number of staff vehicles will have in and out privileges. These vehicles will have unique decals on their windshields.

**(7) Illumination:**

We will provide supplemental lighting in areas where people are camping, as deemed appropriate by festival staff.

**(8) Excess spectators**

In the event the festival is sold out, excess spectators will be turned away at the box office. Signs will be posted indicating a sell out, and capacity is full.

**(9) Cleanup**

A professional event trash & recycling company, Clean Vibes, will be contracted to handle the solid waste and cleanup of the festival within the festival grounds. They will service garbage and recycling stations throughout the festival grounds, and be responsible for cleanup after the event. A dumpster will be placed in the auxiliary parking/camping areas, and trash and recycling stations will be placed at strategic points in the camping areas. They will be serviced daily. Feather River Disposal will be contracted to provide and transport dumpsters of solid waste.

**(10) Policing activity**

There are a minimum of 55 fixed positions and 52 roving security personnel 24 hours a day. Supervisors and staff are assigned to 7 areas of the festival & campgrounds. Plain clothed security patrol campgrounds and alert Miller Events, our security company, of any breaches. Plumas County Sheriff's Office will be called if there is a situation that requires intervention from law enforcement.

**Richard Leonhardt**  
PO Box 484  
Quincy CA 95971

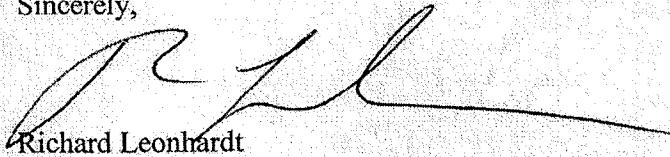
April 14, 2014

Julie White  
Tax Collector, Plumas County  
520 Main Street, Room 203  
Quincy, CA. 95971

Dear Julie:

I am writing this letter as an official consent and authorization for High Sierra Music Inc. to utilize a portion of my property on Railway Ave., Quincy, CA for a vehicle staging area July 2 - 3, 2014. High Sierra Music will provide portable toilets, trash receptacles, and professional security and parking as well as lighting.

Sincerely,



Richard Leonhardt

# Central Plumas Recreation and Park District

P.O. BOX 1551 • QUINCY, CALIFORNIA 95971  
PHONE: (530) 283-3278 • FAX: (530) 283-4449  
Email: [recdept@pshn.com](mailto:recdept@pshn.com) • [www.cprpd.com](http://www.cprpd.com)



April 14, 2014

Julie White  
Tax Collector, Plumas County  
520 Main Street, Room 203  
Quincy, CA. 95971

Dear Julie:

I am writing this letter as an official consent and authorization for High Sierra Music Inc. to utilize Pioneer Park Eastern Annex, Quincy, CA for auxiliary parking and tent camping July 2 - 7, 2014. High Sierra Music will provide portable toilets, trash receptacles, potable water and professional security and parking.

Sincerely,

Jim Boland  
  
General Manager

Central Plumas Recreation and Park District

**East Quincy Services District**

PO Box 81  
Quincy CA 95971

April 14, 2014

Julie White  
Tax Collector, Plumas County  
520 Main Street, Room 203  
Quincy, CA. 95971

Dear Julie:

I am writing this letter as an official consent and authorization for High Sierra Music Inc. to utilize a portion of the property on Lee Rd., Quincy, CA for auxiliary parking and camping July 2 - 7, 2014. High Sierra Music will provide portable toilets, trash receptacles, and professional security and parking as well as lighting.

Sincerely,



East Quincy Services District

4B

**NOTICE OF PUBLIC HEARING  
APPLICATION FOR MUSIC FESTIVAL  
BELDEN TOWN RESORT & LODGE  
14785 BELDEN TOWN RD.  
BELDEN, CA 95915**

The Plumas County Board of Supervisors will be holding a public hearing on the following matter on Tuesday, **June 03, 2014** at 10:15 a.m. in the Board of Supervisor Room 308, Courthouse, Quincy, California.

Pursuant to Ordinance 02-967 regarding "Outdoor Festivals", application has been received from Belden Town Resort for outdoor music festivals:

**"PRICELESS" – JULY 04-06, 2014  
"SUNSET CAMPOUT" – JULY 25-27, 2014**

The Board will take public input and comments about this event, and conditions appropriate for the permit.

For further information on the above hearing please contact: the Clerk of the Board at (530) 283-6170.

Written comments should be mailed to the Plumas County Board of Supervisors, 520 Main Street, Room 309, Quincy, California 95971.

Publication: FRB – May 21, 2014



**JULIE A. WHITE  
COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION**

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: [pcftc@countyofplumas.com](mailto:pcftc@countyofplumas.com)

(530) 283-6260 • Fax (530) 283-0946  
Kelsey Hostetter – Asst. Tax Collector (530) 283-6259

**DATE:** April 4, 2014

**TO:** Nancy Daftorno, Clerk of the Board

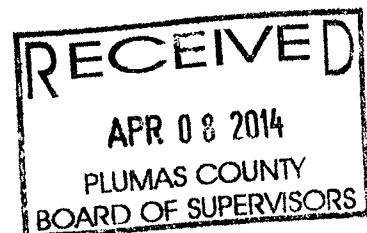
**FROM:** Julie White, Treasurer- Tax Collector

**RE:** Priceless Festival for Belden Town Resort

Attached is an application for an Outdoor Festival; PRICELESS, JULY 4<sup>th</sup> through JULY 6<sup>th</sup>.

The applicant has paid the application fees, and completed the information and program plans for each festival. Please set a public hearing date for the two festivals.

Thank You,



# PLUMAS COUNTY APPLICATION FOR MUSIC FESTIVAL LICENSE

(PURSUANT TO PLUMAS COUNTY ORDINANCE NO. 02-967)

APPLICATION MUST BE SUBMITTED 90 DAYS BEFORE COMMENCEMENT OF FESTIVAL

NONREFUNDABLE APPLICATION FEE \$250.00

LICENSE FEE \$150.00 PER EACH DAY OF EVENT

ADDITIONAL FEES MAY BE ADDED BY OTHER COUNTY DEPARTMENTS

## PLEASE PRINT AND COMPLETE ALL QUESTIONS ON THIS FORM

This application will be sent to the following agencies for comment prior to the public hearing set by the Board of Supervisors; Sheriff, Public Health, Environmental Health, District Attorney, Planning & Building Services, Engineering, Public Works, CalFire, CalTrans, USDA/USFS.

Name of Applicant: Belden Town Resort & Lodge Ivan Coffman Date: 4/1/14  
(If applicant is a partnership, include names and addresses of all partners; if a corporation the application shall be signed by the president and attested by the secretary).

Residence Address: 14785 Belden Town Rd Belden Ca Date of Birth: \_\_\_\_\_

Mailing Address: PO Box 3256 Quincy Ca 95971 Phone: 283-9662

Owner of Business/Real Property: Ivan Coffman  
(Provide proof of ownership and written consent of all owners).

Location of Business/Property: 14785 Belden Town Rd Belden Ca 95915  
(Include ALL lands being used for the festival; include legal descriptions and maps).

Name of Music Festival: Priceless Date/Time of Festival: 7/4 @ 12:00pm - 7/6

Web Site Address: Priceless.false-profit.com E-mail Address: Orange@false-profit.com

Estimate number of persons; including staff, participants, spectators, etc.: 700

Provide detailed explanations of the program and plans to provide for the following (attach additional pages if necessary and contracts if available):

**1. Police and Fire Security Protection:**

**2. Water and Food Supplies** (a food event coordinator is required if food booths will be part of the festival; the coordinator must contact Environmental Health at least 4 weeks in advance):

**RECEIVED**

APR 02 2014

PLUMAS COUNTY TREASURER  
& TAX COLLECTOR

## OUTDOOR FESTIVAL RESOLUTION 02-967

### APPLICATION CHECKLIST

- A. Name of Festival, "Priceless Music festival"
- B. Location of event, Belden Town Resort and Lodge @14785 Belden Town Road  
Belden, Ca. 95915 PH # (530)283-9662
- C. Dates, July 4<sup>th</sup> – 6<sup>th</sup> out on 7<sup>th</sup> of July 2014
- D. Estimate of numbers (attendance) 700 Including staff & Artists
- E. Programs and plans to provide;
  - Police and Fire Security Protection; Belden's security team combined with Promoters security team that work together, everyone is well marked and all have radio's for a quick response for people. There will be 24 hr. security. Belden has 2 water sources and a new state of the art fire system.
  - Water and Food Supplies; Belden has two water sources, plus we sell bottled water in the store. We have a fresh water fountain available to all. There are flyers passed out to everyone reminding them to stay hydrated and healthy. The restaurant will be open 7am until 10 pm., otherwise there is always the store that we keep fully stocked this time of year.
  - Sanitation Facilities and Services; We will be using Plumas Sanitation out of Portola. They will bring 28 porta-potties and 2 wash stations. We have bathrooms in the lodge, two outdoor bathrooms, plus ten cabins with bathrooms.
  - Medical; As requested by Plumas County the medical tent will be set up at Facilities and Services; the old garage (less than 50 ft. from the bridge) with 24 hr. staff.
  - Vehicle Parking Space; There are 80 parking passes sold. Our devoted team will coordinate the parking on property in accordance with the rules. The rest of the vehicles will be parked at Jack's Place and shuttled over. We are pulling permits through Cal-trans to do so. You can verify through Fred Chaffin 530-225-3121, or Carla 530-225-3400. We will also place a dumpster and 2 porta-potties at the parking area.
  - Access/On Site Traffic Control; We will have already made plans to pick up the "special event" signs so people know to slow down while people are turning onto the bridge from hwy 70. No one will be stopped to check in until they are in the upper parking lot at Belden, for traffic control.
  - Over night Camping/Lighting; Belden has our own street lights. Along with the fact the parties are pretty dressed up with all kinds of lighting.
  - Provisions for Spectators Over & Above Estimates; The promoters have and are pulling permits through Mt. Hough Forest Service for the abandoned park just west of Belden. Verify through Erica.
  - Clean up/Rubbish Removal; The Belden Staff along with the music festival clean up crew will work together and we will be using a dumpster provided by Plumas Sanitation.

**Policing of Activity -**

Belden has a security team. Walkers father, head of security has been with us for four yrs. BC Cameron out of Willows, he is a EMT, does professional security for the Glenn County Fair and Stoneyford Rodeo, ambulance at Thunderhill Race Track, is Chief of Glenn-cadora Fire, Captain of Knawha Fire, Captain of Glenn County Search & Rescue and retired Lt. of Willows Fire. Along with his hand picked team, united with the professionally hired team from promoters. All of us carrying radios to assure immediate response to any red flag or emergency. We are sincere and take very serious the safety of our guest.

**Maps -**

See attached

**Letters of Permission from Property Owner -**

See attached

14785 Belden Town Rd.  
Belden, Ca. 95915

To Whom It May Concern,

I, Ivan Coffman owner of Belden Town Resort, give my permission for the Music Festival priceless to take place on July 4<sup>th</sup> - 6<sup>th</sup> out on 7<sup>th</sup>. At the location give above- Belden Town Resort, 14785 Belden Town Rd. Belden, Ca. 95915.

Thank you,



Ivan Coffman- Owner Selden Town Resort



**JULIE A. WHITE  
COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION**

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: [pcttc@countyofplumas.com](mailto:pcttc@countyofplumas.com)

(530) 283-6260 • Fax (530) 283-0946  
Kelsey Hostetter – Asst. Tax Collector (530) 283-6259

DATE: April 4, 2014

TO: Nancy Daorno, Clerk of the Board

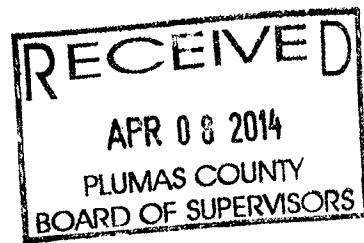
FROM: Julie White, Treasurer- Tax Collector *(JW)*

RE: Sunset Campout Festival for Belden Town Resort

Attached is an application for an Outdoor Festival; SUNSET CAMPOUT, JULY 25<sup>th</sup> through JULY 27<sup>th</sup>.

The applicant has paid the application fees, and completed the information and program plans for each festival. Please set a public hearing date for the two festivals.

Thank You,



# PLUMAS COUNTY APPLICATION FOR MUSIC FESTIVAL LICENSE

(PURSUANT TO PLUMAS COUNTY ORDINANCE NO. 02-967)

APPLICATION MUST BE SUBMITTED 90 DAYS BEFORE COMMENCEMENT OF FESTIVAL

NONREFUNDABLE APPLICATION FEE \$250.00

LICENSE FEE \$150.00 PER EACH DAY OF EVENT

ADDITIONAL FEES MAY BE ADDED BY OTHER COUNTY DEPARTMENTS

## **PLEASE PRINT AND COMPLETE ALL QUESTIONS ON THIS FORM**

This application will be sent to the following agencies for comment prior to the public hearing set by the Board of Supervisors; Sheriff, Public Health, Environmental Health, District Attorney, Planning & Building Services, Engineering, Public Works, CalFire, CalTrans, USDA/USFS.

Name of Applicant: Belden Town Resort & Lodge Evan Coffman Date: 4/1/14  
(If applicant is a partnership, include names and addresses of all partners; if a corporation the application shall be signed by the president and attested by the secretary).

Residence Address: 14785 Belden Town Rd Belden Ca Date of Birth: \_\_\_\_\_

Mailing Address: PO Box 3256 Quincy Ca 95971 Phone: 2839662

Owner of Business/Real Property: Evan Coffman  
(Provide proof of ownership and written consent of all owners).

Location of Business/Property: 14785 Belden Town Rd Belden Ca 95976  
(Include ALL lands being used for the festival; include legal descriptions and maps).

Name of Music Festival: Sunset Campout Date/Time of Festival: 7/25 12pm - 7/27

Web Site Address: ~~www~~ sunsetcampout.com E-mail Address: ~~Galen~~ galen@pacificsound.net

Estimate number of persons; including staff, participants, spectators, etc.: 850

Provide detailed explanations of the program and plans to provide for the following (attach additional pages if necessary and contracts if available):

### 1. Police and Fire Security Protection:

### 2. Water and Food Supplies (a food event coordinator is required if food booths will be part of the festival, the coordinator must contact Environmental Health at least 4 weeks in advance)

**RECEIVED**

APR 02 2014

PLUMAS COUNTY TREASURER  
& TAX COLLECTOR

## OUTDOOR FESTIVAL RESOLUTION 02-967

### APPLICATION CHECKLIST

- A. Name of Festival, "Sunset Campout Music festival"
- B. Location of event, Belden Town Resort and Lodge @14785 Belden Town Road  
Belden, Ca. 95915 PH # (530)283-9662
- C. Dates, July 25<sup>th</sup> – 27<sup>th</sup> out on 28<sup>th</sup> of July 2014
- D. Estimate of numbers (attendance) 850 Including staff & Artists
- E. Programs and plans to provide;
  - Police and Fire Security Protection; Belden's security team combined with Promoters security team that work together, everyone is well marked and all have radio's for a quick response for people. There will be 24 hr. security. Belden has 2 water sources and a new state of the art fire system.
  - Water and Food Supplies; Belden has two water sources, plus we sell bottled water in the store. We have a fresh water fountain available to all. There are flyers passed out to everyone reminding them to stay hydrated and healthy. The restaurant will be open 7am until 10 pm., otherwise there is always the store that we keep fully stocked this time of year.
  - Sanitation Facilities and Services; We will be using Plumas Sanitation out of Portola. They will bring 28 porta-potties and 2 wash stations. We have bathrooms in the lodge, two outdoor bathrooms, plus ten cabins with bathrooms.
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**Maps –**

See attached

**Letters of Permission from Property Owner –**

See attached

14785 Belden Town Rd.  
Belden, Ca. 95915

To Whom It May Concern,

I, Ivan Coffman owner of Belden Town Resort, give my permission for the Music Festival Sunset Campout to take place on 7/25-7/26 -7/27 2014. At the location give above- Belden Town Resort, 14785 Belden Town Rd. Belden, Ca. 95915.

Thank you,



Ivan Coffman- Owner Selden Town Resort

4c

June 03, 2014

Re: County LAFCo

Hon. Brian Dahle,  
Assembly, First District  
2080 Hemsted Dr. Ste. #110  
Redding, CA 96002

Dear Assemblyman Dahle:

Plumas County Supervisors Swofford and Kennedy, and Portola City Mayor Oels and Council Member Powers met April 14 to discuss remedies to the inequities in LAFCo funding in our county and rural counties throughout your district and other parts of the state that have only one city. In the case of Plumas County, Portola represents approximately 10% of the County population, yet, according to wording in State regulations, should and does pay 50% of LAFCo operational costs. With your help in this coming fiscal year, we hope State rules can be adjusted to help rural counties more fairly apply exactions, or help you lead the way in redesigning this State Mandated required service so that counties with very little LAFCo activity would not be required to keep a stationery commission, but rather, contract services as necessary. Below, please find our thoughts on the subject, listed from simplest to most complicated:

1. Insert two sentences into existing regulations that specify direction to single-city counties. To wit: . . . "In counties in which there is no independent special district representation on the commission, the county and its cities shall each provide a one-half share of the commission's operational costs. The cities' share shall be apportioned in the manner described in paragraph 1." *In counties with only one incorporated city or town, and where there is no independent special district representation on the commission, the county and city or town will share the commission's operational costs on a formula based on a fair appraisal of its population demographic.*

2. Insert a sentence or two into existing regulations that give rural counties discretion to raise LAFCo fees for services to a level that will cover operations costs: *In rural counties with a population density less than \_\_\_\_\_, and with low rates of LAFCo actions other than Municipal Service Reviews (MSRs), contracted service for such actions will be allowed, and no stationery commission for that county is necessary.*
3. Re-write and amend LAFCo law to exclude rural counties from mandatory county commissions entirely: *Only counties with population densities of \_\_\_\_\_ or higher shall fund and maintain a county LAFCo.*
4. Re-write or repeal state LAFCo law and find a new methodology for counties to recover costs for reviews of MSRs and other LAFCo-type actions, and keep costs and revenues at a local level.
5. Add language that requires Special Service Districts, either collectively or by those whose makeup consists of “actionable” activity, to pay one-third of the cost of LAFCo operations.

Throughout the state, each county has had to find their own method of funding LAFCo operations. But when we start with a problematic mandate and add to that a less-than-complete set of guidelines for implementation procedures for equity to our constituents, we need to correct the situation. It's like punishing the taxpayer for a crime they can't commit. Special Districts generate virtually all LAFCo activity, yet they are under no obligation or mandate to pay LAFCo operations fees.

Thank you in advance for your attention in this matter.

Sincerely,

---

Jon Kennedy, Chair

---

Terry Swofford, Supervisor

---

Phil Oels, Mayor

---

Bill Powers, Council Member



OFFICE OF THE  
**COUNTY COUNSEL**  
COUNTY OF PLUMAS

Plumas County Courthouse  
520 Main Street, Room 301  
Quincy, California 95971-9115

*4D*

**R. CRAIG SETTLEMIRE**  
COUNTY COUNSEL  
**STEPHEN L. MANSELL**  
DEPUTY COUNTY COUNSEL  
**ELIZABETH CORTEZ-MCLEAN**  
PARALEGAL/SMALL CLAIMS ADVISOR

Phone: (530) 283-6240  
Fax: (530) 283-6116

May 27, 2014

**INTEROFFICE MEMORANDUM**

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

**FROM:** R. Craig Settlemire, *Plumas County Counsel*

*R. Craig Settlemire*

**SUBJECT:** Modification of Agreement with Northern California EMS, Inc., for services as the Local EMS Agency for Plumas County  
For Meeting June 3, 2014

**Background:**

The Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (EMS Act) was enacted in 1980 to “provide the state with a statewide system for emergency medical services” and to “ensure the provision of effective and efficient emergency medical care” to the people of California. (Further section references are to the Health and Safety Code unless otherwise specified.) Through the EMS Act, the Legislature created essentially a two-tiered regulatory system “governing virtually every aspect of prehospital emergency medical services.” The first tier is occupied by the Emergency Medical Services Authority (the Authority), a division of the Health and Welfare Agency, “which is responsible for the coordination and integration of all state activities concerning emergency medical services.” (§§ 1797.1, 1797.100.) The second tier of governance is “a local EMS agency” (§ 1797.200), which is responsible for, among other things, “(1) planning, implementing, and evaluating an emergency medical services system ‘consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures’ (§ 1797.204); (2) developing a formal plan for the system in accordance with the Authority’s guidelines and submitting the plan to the Authority on an annual basis (§§ 1797.250, 1797.254); [and] (3) ‘consistent with such plan, coordinat[ing] and otherwise facilitat[ing] arrangements necessary to develop the emergency medical services system’ (§ 1797.252).” The EMS Act authorizes a county to designate “a local EMS agency” (§ 1797.200) to administer the duties of the County under the Act.

Since the 1980s Northern California EMS, Inc., (“NorCal EMS”) has been designated as Plumas County’s local EMS agency to perform all of the requirements of County under the Act. The current agreement with NorCal EMS will expire June 30, 2013.

**TO:** Honorable Board of Supervisors, County of Plumas  
**FROM:** R. Craig Settlemire, *Plumas County Counsel*  
**SUBJECT:** Modification of Agreement with Northern California EMS, Inc., for services as the Local EMS Agency for Plumas County  
For Meeting June 3, 2014

Page 2 of 2

---

**Proposal:**

The proposed "Modification of Agreement for EMS Services" revises the existing agreement with NorCal EMS to extend the term of the agreement through June 30, 2015. There is no change in the cost to Plumas County. The annual cost to Plumas County was \$24,244.46 in FY 2013-2014. For the first time in at least three (3) years, in FY 2014-2015 the cost is proposed to increase by \$3,370.63 (to a total of \$27,615.09) for the reasons described in the Memorandum by NorCal EMS CEO Dan Spiess dated May 12, 2014, attached hereto.

**Action:**

As mentioned above, Plumas County is required by statute to have a local EMS agency. If the existing Agreement with Nor Cal EMS is not extended, Plumas County will either have to perform the functions of a local EMS agency beginning July 1, 2014, or contract with another agency to perform the function. The actions available include the following:

1. Approve the Modification to the agreement with Northern California EMS, Inc., as proposed, extending the term to June 30, 2015, and increasing the compensation paid to \$27,615.09 for FY 2014-2015; or
2. Give other direction to staff, such as:
  - a. Engage the services of another local EMS agency (such as Sierra-Sacramento Valley Local EMS Agency, a joint powers agency composed of Butte, Colusa, Nevada, Placer, Shasta, Siskiyou, Sutter, Tehama, and Yuba counties).
  - b. Implement an in-house local EMS program. (This is likely not feasible in the short time remaining before July 1, 2014.)

**END OF MEMORANDUM**

Cc: Mimi Hall, Plumas County Public Health  
Jerry Sipe, Plumas County Office of Emergency Services



## NORTHERN CALIFORNIA EMS, INC.

1890 Park Marina Dr., Suite 200, Redding, CA 96001  
Phone: (530) 229-3979 Fax: (530) 229-3984

### MEMORANDUM

TO: Nor-Cal EMS Board of Directors  
Scott Guendl, Director Health and Human Services Agency, Glenn County  
Richard Egan, CAO Lassen County  
Chester Robertson, CAO Modoc County  
Craig Settemire, Legal Counsel, Plumas County  
James Curtis, Legal Counsel, Sierra County  
Wendy Tyler, CAO Trinity County

FROM: Dan Spiess, CEO Nor-Cal EMS

Date: May 12, 2014

SUBJECT: Nor-Cal EMS/CDPH

At the Nor-Cal EMS Board of Directors meeting Thursday May 8, 2014, a detailed discussion of the Nor-Cal EMS CDPH issue occurred. As you know, CDPH has a judgment against Nor-Cal EMS for \$282,233. The judgment states that Nor-Cal EMS did not maintain and/or retain certain required records to substantiate some of the funds granted to the agency in FY 2006, 2007 and 2008.

On April 9, 2014, Denny Bungarz, Nor-Cal EMS Chairman sent a letter to the Director of CDPH asking for the name of the person who could be contacted to work out a repayment arrangement that is satisfactory to CDPH and permits Nor-Cal EMS to continue to provide valuable services to its six counties. The letter included attached letters from the area's Assemblymen, County Boards of Supervisors, Health Department Directors and provider agencies supporting such an arrangement. In response to the April 9, 2014 letter, a letter was received from Susan Fanelli, Deputy Director Public Health Emergency Preparedness at CDPH.

The letter called for an annual payment of \$28,233 over a ten year period. While the Board feels the process leading to the judgment has been unfair it nevertheless must be addressed.

The Board considered the following in their discussions:

- Each of the six counties, Glenn, Lassen Modoc, Plumas, Sierra and Trinity have contracted with Nor-Cal to serve as their Local EMS Agency for over thirty years and desire to continue the relationship.
- Prior to the establishment Local EMS Agencies by the state, the counties worked with Nor-Cal's predecessor agency to improve emergency medical care. This dates back to the early 1970s.

- Working with Nor-Cal EMS, the six counties are truly a rural EMS agency that responds to the unique needs of rural and frontier EMS and the Board strongly wants to maintain this relationship.
- Each county has benefited from the dollars that are to be repaid.
- Through its Board composition, Nor-Cal EMS has strong representation from the six counties' Supervisors.
- There has not been a contract fee increase for four years.

Based on these discussions it is the recommendation of the Nor-Cal EMS Board of Directors that each county consider an annual increase of \$3370.63. This, together with Nor-Cal EMS's small Contingency would permit the repayment and permit the agency to continue to serve the six counties. It is vitally important that each county be in agreement on this matter.

Those in attendance at the May 8, 2014 meeting were:

Mike Murray, Supervisor Glenn County and Nor-Cal EMS Director  
 Bob Pyle, Supervisor Lassen County and Nor-Cal Director  
 David Allan, Supervisor Modoc County and Nor-Cal Director  
 Terry Swofford, Supervisor Plumas County and Nor-Cal Director  
 Lee Adams, Supervisor Sierra County and Nor-Cal Director  
 Judy Morris, Supervisor Trinity County and Nor-Cal Director  
 Denny Bungarz, Member At Large and Nor-Cal Director  
 Kevin Kramer, Hospital Representative and Nor-Cal Director  
 Steve Tolen, Member At Large and Nor-Cal Director  
 Lee Brown, Ambulance Representative and Nor-Cal Director  
 Scott Guendl, Director Glenn County Health and Human Services Agency  
 Richard Egan, CAO Lassen County  
 Craig Settemire, Legal Counsel Plumas County  
 Wendy Tyler, CAO Trinity County

As this critically important matter is discussed at your Board meeting please notify our office so a representative can attend. The April 9 letter sought a decision within thirty days but in a conversation with Susan Fanelli she stated that if an arrangement was being sought by the counties that period could be extended.

With participation from the six counties, the CDPH repayment plan will be finalized. We look forward to putting this matter behind us and continuing to work closely with each county, and its providers to best serve the emergency medical needs of its residents and visitors.

DS:kvd

# BOARD OF SUPERVISORS

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



4E

June 03, 2014

Ms. Christine Nota  
USDA Forest Service  
650 Capitol Mall, Room 8-200  
Sacramento, CA 95814

Re: Election to Receive Federal Forest Reserve Payments

Dear Ms. Nota:

The Board of Supervisors of the County of Plumas, California elects to receive for their share of the Federal Forest Reserve Payment according to the following allocation.

Title I Allocation	85.00%
Title II Allocation	8.00%
Title III Allocation	7.00%

The Title II allocation should be distributed for the listed projects in the corresponding amounts. Any funds remaining should be held for projects to be designated in a subsequent year.

No projects approved for 2014

If you have any questions, please do not hesitate to call.

Sincerely,

Jon Kennedy, Chair  
Plumas County Board of Supervisors

JK:nd

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

4F

Department: TITLE III

Dept. No: 10027 Date 60-3-14

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

(Auditor's Use Only)

The reason for this request is (check one):

- Transfer to/from Contingencies OR between Departments
- Supplemental Budgets (including budget reductions)
- Transfers to/from or new Fixed Asset, within a 51XXX
- Transfer within Department, except fixed assets
- Establish any new account except fixed assets

### Approval Required

## Board

## Board

## Board

## Auditor

## Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

## **SUPPLEMENTAL REVENUE ACCOUNTS**

TRANSFER FROM  SUPPLEMENTAL REVENUE  
(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.

# BOARD OF SUPERVISORS

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



5A

June 03, 2014

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request  
Eastern Plumas Chamber/Mohawk Valley Events Committee  
Fourth of July activities July 5 – 6, 2014  
Graeagle, CA**

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

## **GRAEAGLE FIRE PROTECTION DISTRICT**

**Ed Ward, Chief**  
**P.O. Box 64**  
**7620 Highway 89**  
**Graeagle, CA 96103**  
**530-836-1340**  
**Fax 530-836-2645**  
**gfpd@psln.com**



May 16, 2014

Plumas County Board of Supervisors  
520 Main Street, Room 303  
Quincy, CA 95971

Dear Members of the Board of Supervisors:

On behalf of the Eastern Plumas Chamber of Commerce, Mohawk Valley Events Committee we are writing to inform you of our intent this year with respect to the Fourth of July activities and invite you all to join in the festivities.

This year, the aerial fireworks display will be held on Saturday, July 5, 2014 at dusk (9:30) and ending at 10:00 p.m. The parade will fall on Sunday, July 6, 2014, beginning at 1:00 p.m. and ending at approximately 2:30 p.m.

Due to the anticipated number of people attending these events, we have requested the Plumas County Sheriff's Office and the California Highway patrol to be on hand to assist in crowd and/or traffic control for the fireworks and parade.

This is the same permit request as the past several years. We would ask that your office provide us with a letter of support and permission as required by Cal-Trans for the permits.

We will notify you of the last committee meeting regarding this event should you wish to be represented.

If you should have any questions, please feel free to call me on my cell (925) 642-4556. We thank you in advance for your attention to this matter and look forward to working with you again.

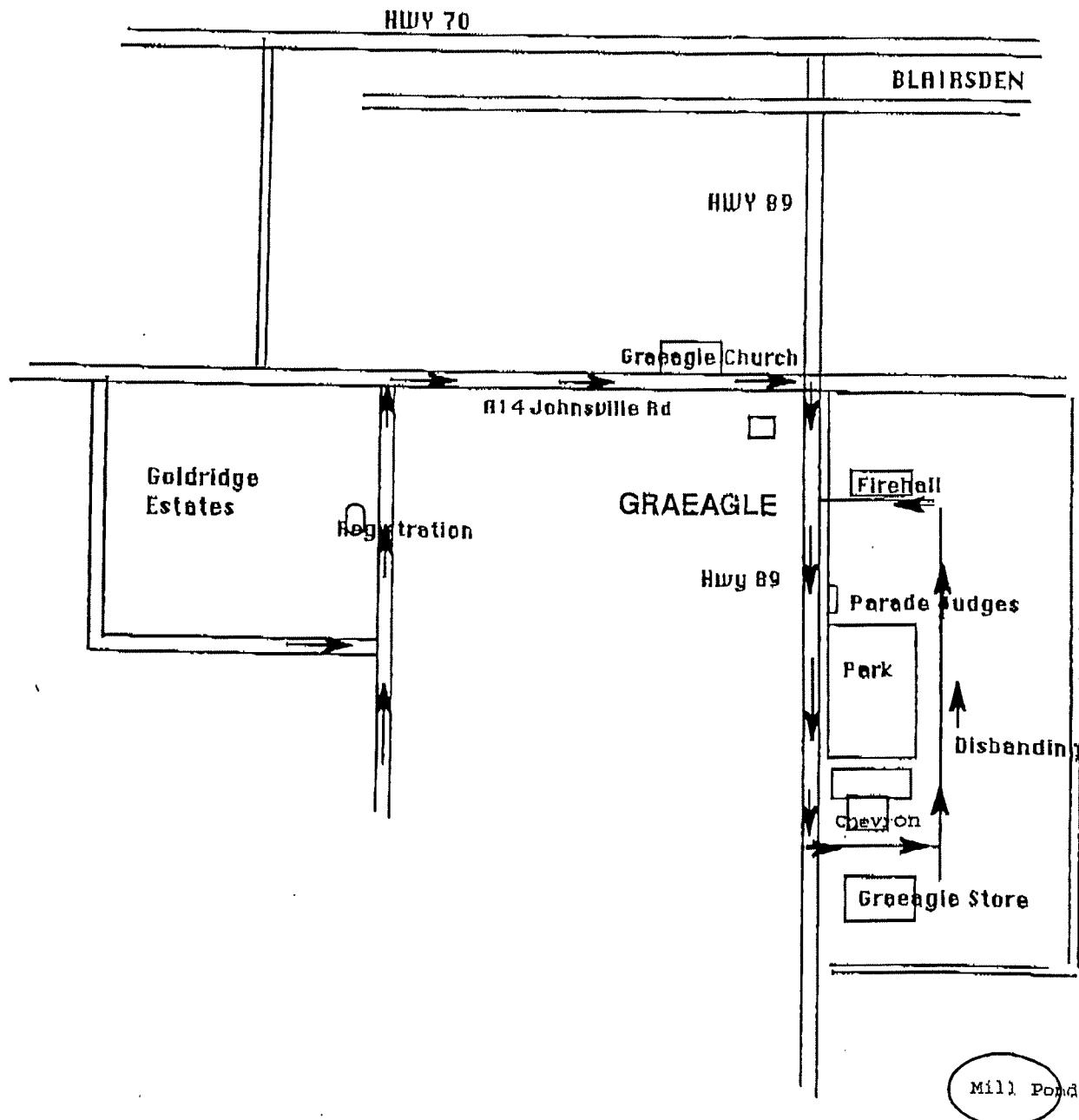
Sincerely,

A handwritten signature in black ink that reads "Dianne Buckhout".

Dianne Buckhout, Representative  
Graeagle Fire Protection District  
MVIP Events Committee

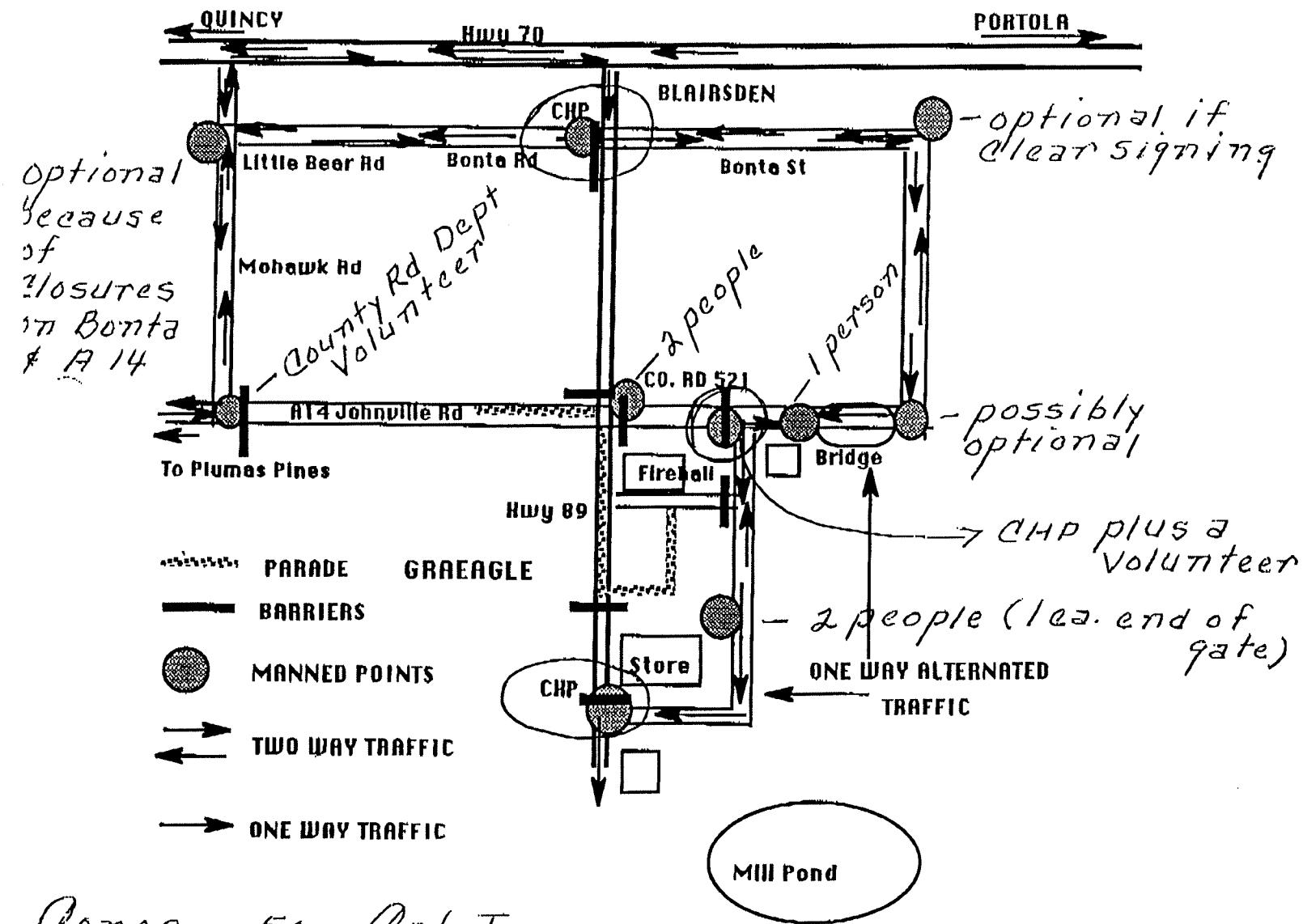
Mohawk Valley Independence Day Celebration SUNDAY JULY 6, 2014

Parade Route



## MOHAWK VALLEY INDEPENDENCE DAY

## PARADE: TRAFFIC DETOUR MAP



Cones = 50 Cal Trans

Barriers = 15 PCRD  
 - " =  $\frac{15}{30}$  Cal Trans

Signs = 3 sets PCRD

" = 2 " Cal-Trans

Add' 2 PCRD

Radios = 2 ea.

"Detour Ahead"



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

5c

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

**ELLIOTT SMART**  
DIRECTOR

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

DATE: MAY 14, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 3, 2014, CONSENT AGENDA

RE: APPROVAL OF A RENEWED CONTRACT WITH NATIONAL COUNCIL  
ON CRIME AND DELINQUENCY FOR INTERNET ACCESS TO  
SAFEMEASURES®

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

1. Approve a renewed agreement between the Department of Social Services and the National Council on Crime and Delinquency for Internet Access to SafeMeasures®.
2. Authorize the Director of the Department of Social Services to execute the agreement as the Board's designee.
3. Authorize the Department of Social Services to execute an extension of the agreement after the expiration of the FY 2014-2015 term subject to the availability of funding and an agreement regarding compensation for the extended term.

### **Background and Discussion**

SafeMeasures® is proprietary data base which provides a mechanism for social work staff to monitor case management activities in accordance with the federally proscribed outcome measures for children in the Child Welfare system. All California counties must adhere to these standards. When they don't performance improvement criteria must be established.

In September of 2004 the Board of Supervisors approved a Department of Social Services request to contract for an Internet subscription to SafeMeasures®. Since then, the Department has continued to subscribe to this data base tool and reporting system. Our existing agreement for the use of SafeMeasures® will terminate effective June 30,

2014. The Department has been offered a contract extension for the upcoming fiscal year. That offer is what brings the Department to the Board today.

**Financial Impact**

The cost to Plumas County for access is \$6,000 per year compared to the regular \$10,000 plus per year charged to larger jurisdictions. Our requested County budget will include an appropriation for this agreement. Costs are shared between our federal and state Children's Services allocation with a local 15% contribution from Realignment funds.

**Other Agency Involvement**

County Counsel has reviewed the draft agreement and has approved it as to form.

Copies: PCDSS Management Staff (memo only).

Enclosure

## **Reporting Service Subscription Agreement For Internet Access to SafeMeasures®**

This agreement is between the National Council on Crime and Delinquency, a non-profit corporation organized under the laws of New York, with business offices in Madison, Wisconsin, USA ("NCCD") and Plumas County, on behalf of its Health and Human Services Department (collectively, "Customer").

### **BACKGROUND AND PRODUCT DESCRIPTION**

- A. NCCD has developed and owns all rights, title, and interest in a certain child welfare reporting service identified as the NCCD Internet Reporting Service, and referred to as SafeMeasures®. SafeMeasures uses case level data from a child welfare agency's management information system (MIS) and publishes it via a conventional web-browser in a series of concise, interactive management reports.
- B. SafeMeasures is a subscription reporting service which permits customers to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format. These reports permit them to estimate current workload demand, plan more effective service interventions and monitor certain performance indicators established by state or federal regulatory requirements. SafeMeasures includes case level quality control displays which agencies may employ to improve compliance with state or federal performance audits.

Acknowledging the sufficiency of the consideration exchanged, the parties agree as follows:

1. **Provision of Service.**
  - 1.1 **Web-Based Reports.** During the Term of this Agreement, NCCD will provide Customer with interactive web-based management reports ("Management Reports"), which permit the Customer to categorize agency compliance with various measures, and permit Customer to identify the specific cases within each category. NCCD will specifically:
    - (a) Provide Management Reports within 45 business days after first receiving raw MIS data from the Customer; and
    - (b) Provide regular updates of Management Reports, provided that Customer or another agency regularly submits raw MIS data to NCCD for processing and analysis. Such updates will be provided within three business days of receipt of the MIS data by NCCD.
  - 1.2 **Access to Customer Data.** If requested by NCCD, Customer will supply a copy of the CWS/CMS databases, or specifically designated data tables therein, that store agency data to be used by NCCD. If data is supplied by a third party, Customer will authorize and facilitate release of the data to NCCD.

- 1.3 Access to Website Restricted. The right to access the SafeMeasures website is jurisdiction and agency-specific. Only Customer and its employees or agents may access or use the SafeMeasures website for the Customer's monitoring and reporting needs. Specifically, and without limitation, Customer may not act as a relay or intermediary allowing access to the SafeMeasures website to any third party jurisdiction, agency, individual, or business for any purpose.
- 1.4 Internal Business. Customer may only use SafeMeasures for its own internal purposes. Customer's internal purposes do not include extending this service to third parties, except that data may be provided to state and governmental authorities if required by law.
- 1.5 Competing Services or Products. Customer shall not use all or any part of SafeMeasures or its documentation to create a service or product that competes with, or is used in a product that competes with, all or any part of SafeMeasures, regardless of whether such service or product is distributed with or without consideration.
- 1.6 Copyright Ownership and License. Customer acknowledges that NCCD owns the copyright in all graphic interfaces, reports, displays, and formats ("Original Works"). NCCD grants Customer a fully paid-up license to display, reproduce, and distribute the Original Works for its internal purposes for the Term of the Agreement.
- 1.7 Training. NCCD will provide training as specified in Exhibit A. Customer will provide training facility, equipment, and access to NCCD Internet training site.

2. Data Transmission. Customer, or other party supplying MIS data, shall use one of the following methods to send weekly extracts of agency MIS data to NCCD for processing and analysis:
  - 2.1 Compact Disk. Customer or supplying party will copy data onto one or more compact disks and mail to NCCD via overnight delivery service; or
  - 2.2 Secured File Transfer Protocol (SFTP) over Secure Shell (SSH). Customer or supplying party will send data over a secure channel to NCCD's secure SSH server. This transfer may be made using a dedicated SSH file transfer client.
3. Reporting Service Subscription Fee. Customer will pay NCCD the fees ("Reporting Service Subscription Fees") according to the payment schedule specified in attached Exhibit A and all applicable taxes related thereto unless Customer provides evidence that Customer is exempt from such taxes.
4. Updates. During the Term of this Agreement, NCCD will provide to Customer updates, error corrections, and modifications to SafeMeasures displays ("Updates") as such Updates become available. Updates do not include modifications to displays specifically requested by Customer. Any Customer requested modifications must be made by NCCD at NCCD's published service rates. NCCD reserves the right to use the displays created for Customer, and analyses to produce such displays for other parties whether such displays were suggested by NCCD or the Customer. NCCD shall not use any Customer data in its publishing for other parties without Customer's permission.
5. Term and Termination.

5.1 Term. The Term of this Agreement shall commence on July 1, 2014 and end on June 30, 2015 unless earlier terminated pursuant to Section 5.3. After expiration of the current Term, NCCD will not provide any Updates to Customer, and Customer must cease all use of SafeMeasures.

5.2 Renewal. If Customer is not in default of this Agreement, Customer and NCCD may renew this Agreement for an additional period ("Renewal Term"). Prior to the expiration of the current Term, NCCD may, in its discretion, issue a quotation of the Reporting Service Fees for the Renewal Term. Renewal of this Agreement will be effective upon (a) NCCD's issuance of a quotation of the new Reporting Service Fees, and (b) NCCD's acceptance of Customer's corresponding purchase order.

In order to ensure continuous access to the SafeMeasures internet reporting service, the effective date of any renewal contract will begin one day after the previous contract expires. If a renewal contract is not fully executed and received by NCCD within 30 days of contract expiration, NCCD reserves the right to discontinue access to the SafeMeasures internet reporting service until a renewal contract is in place.

5.3 Termination for Cause. A party may terminate this Agreement if the other party commits a material breach that is not cured within 30 days of a written notice of such material breach. This Agreement may be terminated immediately for a breach of Customer's obligation to pay fees under this Agreement or a breach of Sections 1.3, 1.4, or 1.5 of this Agreement.

## 6. NCCD Warranty, Disclaimers, and Remedies.

6.1 Warranty. NCCD warrants that:

- (a) Provided that Customer or another designated party regularly submits the required raw MIS data to NCCD, SafeMeasures will perform substantially as described in this contract and SafeMeasures promotional material.
- (b) It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration.
- (c) NCCD will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data.
- (d) Except for the foregoing express warranties, NCCD neither makes nor grants any other warranties, express or implied. NCCD excludes all implied warranties including specifically any implied warranty arising by statute or otherwise in or from a course of dealing or usage of trade including any and all implied warranties of merchantability, merchantable quality, or fitness for any purpose, particular, specific or otherwise. The foregoing express warranty is the only warranty of any kind for SafeMeasures. NCCD makes no warranties

whatsoever for any Original Works® that have been modified by Customer nor does NCCD warrant that SafeMeasures will be offered without interruption.

- (e) Customer acknowledges that NCCD provides no monitoring, analysis, or review of the accuracy or quality of the Customer's data accessed through SafeMeasures.

6.2 **Remedies.** If SafeMeasures does not operate substantially as warranted (hereinafter describe as "Noncompliance"), Customer will provide NCCD with sufficient details available to Customer about the Noncompliance to allow NCCD to reproduce it. As Customer's exclusive remedy for any Noncompliance, and as NCCD's entire liability in contract, tort, or otherwise of such Noncompliance, NCCD will either:

- (a) Correct the Noncompliance; or
- (b) If NCCD is unable to correct the Noncompliance after a reasonable opportunity to do so, Customer may:
  - (i) Request that NCCD cease publication of any demonstrably incorrect information and request a pro-rata reduction in the Reporting Service Fee; or
  - (ii) Terminate the Reporting Service Subscription and receive a pro-rated refund of the Reporting Service Subscription Fee.

7. Intellectual Property Indemnification by NCCD.

7.1 **Indemnification.** If a third party claims that SafeMeasures infringes any copyright, patent, trade secret, or other rights of any third party, NCCD will (as long as Customer is not in material breach of this Agreement) defend Customer against such claim at NCCD's expense and NCCD will pay all damages that a court finally awards based solely on such claim, provided that Customer notifies NCCD in writing of such claim within 21 days of Customer's receipt of notice of the existence or possible existence of such claim, and further provided that Customer allows NCCD sole and exclusive control over the resolution of such claim and that Customer cooperates fully with NCCD, at NCCD's cost, in the defense of such claim and in any related settlement negotiations.

7.2 **Replacement, Refund.** If such a claim is made or appears possible, NCCD may, using reasonable business judgment, either secure Customer's right to continue to use SafeMeasures by modifying or replacing the portion of SafeMeasures that is the basis for the claim so that such portion of SafeMeasures is no longer infringing, or NCCD may provide Customer with a credit equal to the portion of previously paid Reporting Service Fee prorated to the remainder of the Term or Renewal Term of the Agreement.

8. **Limitation of NCCD's Liability, Consequential Damages.** The cumulative liability of NCCD to Customer for all claims relating to SafeMeasures and any services rendered under this Agreement, will not exceed the total amount of all Reporting Service Subscription Fees paid to NCCD by Customer for SafeMeasures during the one-year period prior to the date NCCD is notified of such claim. This limitation will not apply to third parties indemnification obligations set forth in Section 7. In no event will NCCD be liable for any special, indirect, incidental or

consequential losses or damages even if NCCD has been advised of the possibility of such potential loss or damage. Except as set forth in Section 7, and solely to the extent provided therein, NCCD will not indemnify Customer in any way against any claim.

9. Customer Warranties. Customer warrants that:

- 9.1 Customer will only allow access to SafeMeasures as permitted under this Agreement. If Customer wishes to extend its use of SafeMeasures beyond this Agreement, Customer will obtain NCCD's prior written consent and pay the applicable Reporting Service Subscription Fees.
- 9.2 Customer will provide the requested case-based MIS data to NCCD using one of the methods described in Section 2, or if data is supplied by another party, execute all necessary agreements and permissions to release this data to NCCD.

10. General.

- 10.1 Installation. Customer is responsible for providing access to the SafeMeasures website via the Internet to its users. NCCD will, as requested, provide reasonable assistance (up to three hours) with set-up of user workstations and use of SafeMeasures via telephone, fax, or email at no additional charge to the fees as outlined in Exhibit A. Customer may hire NCCD to provide additional training or assistance at the prevailing published rates plus travel expenses.
- 10.2 Notification of Rights. In copying SafeMeasures web reports as authorized under the terms of this Agreement, Customer will not remove, suppress, or modify any notice of copyright, trademark, or other proprietary rights that appear in SafeMeasures. Customer will use reasonable efforts to keep persons with access to SafeMeasures from modifying or suppressing any of the copyright notices that appear on SafeMeasures media, documentation, files, and banners.
- 10.3 Service Fees. NCCD reserves the right to charge additional service fees if Customer seeks assistance for any other matters not explicitly covered by this Agreement.
- 10.4 Complete Agreement, Modification of This Agreement. This Agreement contains the complete and final agreement of the parties and supersedes previous understandings related to the subject matter hereof whether oral or written. This Agreement may only be modified by an amendment signed by authorized representatives of NCCD and Customer. Any term in Customer's purchase order that is in addition to or different from terms of this Agreement other than acceptance of the Reporting Service Fees for the Renewal Term, are not part of this Agreement.
- 10.5 Non-Assignment. Neither this Agreement nor the rights of Customer under this Agreement may be transferred, leased, assigned, or shared without NCCD's prior written consent.
- 10.6 Confidentiality. Customer will not disclose SafeMeasures Original Works to anyone other than its employees, consultants (who are bound by a written confidentiality agreement), volunteers, and interns except for information that is or later enters the public domain through no fault of Customer.

10.7 **Waiver.** The waiver by either party of any default or breach of this Agreement does not constitute a waiver of any other default or breach of this Agreement or a subsequent waiver of that same default or breach.

10.8 **Governing Law and Severability.** The laws of the State of California and the United States govern this Agreement. Customer consents to jurisdiction and venue in the courts of Plumas County, California, or in the Federal District court serving Plumas County, California, for any claims arising out of this Agreement. If any part of this Agreement is held to be invalid, that part will be omitted, but the balance of the Agreement will remain in full force and effect.

10.9 **Survival.** All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations, and payment obligation survive the termination or expiration of this Agreement.

10.10 **Headings.** The headings used herein are for reference and convenience only and will not be used to interpret any provision of this Agreement.

10.11 **HIPAA Compliance.** NCCD will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data. Customer acknowledges that the privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy and Security Rules") do not apply to the Customer data which is the subject of this Agreement, because the data is not subject to requirements of HIPAA. However, NCCD acknowledges that the Customer data may include health information and other information of a personal and sensitive nature, and will adopt and keep current confidentiality and security procedures that are reasonably consistent with the current professional standards recommended by the HIPAA Privacy and Security Rules.

10.12 **Notices.** All notices or other communications required or permitted under this Agreement will be in writing and will be delivered by personal delivery, email (with delivery receipt), registered mail return receipt requested, a "Next Day Air" delivery service, or by facsimile transmission, addressed to the parties indicated below:

If to NCCD: NCCD  
426 South Yellowstone Drive, Suite 250  
Madison, Wisconsin 53719  
Attn: Peter Quigley  
Phone: (608) 831-8882  
Fax: (608) 831-6446

If to Customer: Leslie Mohawk  
270 County Hospital Road, Suite 207  
Quincy, CA 95971  
Phone: 530-283-6350  
Fax: 530-283-6368  
Email: [leslie.mohawk@cws.state.ca.us](mailto:leslie.mohawk@cws.state.ca.us)

Direct invoices to: Pat Leslie

270 County Hospital Road, Suite 207  
Quincy, CA 95971  
Phone: 530-283-6350  
Email: [PatLeslie@countyofplumas.com](mailto:PatLeslie@countyofplumas.com)

**IN WITNESS WHEREOF**, both parties have caused this Agreement to be executed by their respective duly authorized representatives.

**Customer:**

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Signature

---

Name

---

Title

---

Date

**NCCD:**

---

Signature

---

Katherine Park

---

Name

---

Vice President

---

Title

---

Date

Approved as to form:

  
Stephen J. Marcell, Deputy 5/8/14  
COUNTY COUNSEL

## Exhibit A

### Reporting Service and Additional Fees

#### **Reporting Service**

\$6,000

#### **Payment Schedule**

100% of Reporting Service Fee (\$6,000) on contract effective date (July 1, 2014).

#### **Training (if requested by Customer)**

Up to two remote training sessions via the Internet to train supervisors, managers, and administrators as requested by the County.

#### **Additional/Onsite Support/Training (if requested by Customer)**

Time and Materials at \$125 per hour

All Travel Expenses

#### **County Responsibilities**

- Provide computer lab for training
- Designate at least one local SafeMeasures administrator to maintain user IDs and to coordinate the handling of questions or problems regarding SafeMeasures with NCCD.
- Provide access to the SafeMeasures website <https://www.safemeasures.org/ca/>. **Note:** The SafeMeasures URL is changing to <https://app.safemeasures.org/ca> effective July 1, 2014.



# Office of the Sheriff 5D1

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

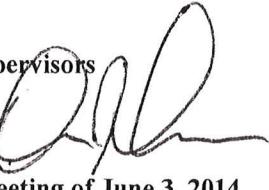
GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** May 20, 2014

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:**  Agenda Items for the meeting of June 3, 2014

**It is recommended that the Board:**

Approve and sign contract #PCSO00050 between the Plumas County Sheriff's Office (PCSO) and Northfork Family Medicine in the amount of \$54,000.

**Background and Discussion:**

The term of this contract is 07/01/14-06/30/15. This purpose of this agreement with Northfork Family Medicine is to provide medical services to Jail inmates as required by law.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
CORRECTIONAL CENTER MEDICAL SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2014 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office ("County"), and NORTH FORK MEDICINE, a California general partnership ("Contractor").

**W I T N E S S E T H :**

**WHEREAS**, County proposes to have Contractor perform medical services for the inmates of the Plumas County Correctional Center as described herein below; and

**WHEREAS**, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

**WHEREAS**, County and Contractor desire to contract for these specific services and to set forth their rights, duties and liabilities in connection with the services to be performed; and

**WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless County

from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Intentionally Omitted.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform ancillary services contemplated by this Agreement at Contractor's sole cost and expense.

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Fifty-Four Thousand and No/100 Dollars (\$54,000.00).

2.2 Contingency of Funding. Contractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or the Plumas County Board of Supervisors. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Agreement without penalty.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor may submit invoices to County for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Contractor's services which have been completed to County's sole satisfaction. County shall pay Contractor's invoice within thirty (30) days from the date County receives said invoice. Each invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County for inspection and/or audit at mutually convenient times for a period of

four (4) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. Each party reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to the other party. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, the non-terminating party shall immediately stop rendering services under this Agreement unless directed otherwise by the terminating party.

4.3. Compensation. In the event of termination by the County, County shall pay Contractor for professional services satisfactorily performed up to and including the date of County's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.

### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles with a minimum bodily injury limit of two-hundred fifty thousands dollars

(\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident..

- (c) Workers' compensation insurance as required by the State of California.

5.2. Endorsements. Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) Contractor agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Contractor also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Contractor in relation to this agreement.
- (b) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to County.
- (d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (e) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.5 Malpractice insurance. The County shall procure and obtain medical malpractice liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate, to cover Contractor for all services

provided in accordance with this Agreement. A Certificate of Insurance evidencing this insurance is attached hereto as Exhibit "C."

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The Sheriff or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. 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 CONTRACTOR:

North Fork Family Medicine  
1060 Valley View Drive  
Quincy, CA 95971

Tel: (530) 283-5640  
Fax: (530) 283-3541  
Attn: Dr. Jeff Kepple

IF TO COUNTY:

Sheriff's Office  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971

Tel: (530) 283-6375  
Fax: (530) 283-6344  
Attn: Sheriff

6.5. Drug Free Workplace. Contractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors (but excluding employees of the Sheriff's Office of the County to the extent such Sheriff's Office employees may be considered employees, agents or subcontractors of Contractor) in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnitees, Contractor and County

agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of County. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.12. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Contractor shall be responsible for its work and results

under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Contractor will not employ any regular employee of County while this Agreement is in effect. This prohibition does not extend to contracting for services from the County or any County department or agency where such contract does not create any employer/employee relationship between Contractor and the County or any County employee.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS,  
A political subdivision of the State of California

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

Jon Kennedy  
Chair, Board of Supervisors

CONTRACTOR

North Fork Medicine, a California general partnership

 Date: 5/18/14

 Date: 8-20-19

Rachel K. Hurlburt, D.O.   
Date: 5/19/14

Ross E. Morgan, M.D.  
Erin Barnes, M.D. MD.  
Date: 5/20/14

APPROVED AS TO FORM:

*Stephen J. Mansell*  
Stephen J. Mansell  
Deputy County Counsel

Date: 5/13/14

## EXHIBIT A

### SCOPE OF WORK

Contractor shall provide the following medical services twenty-four hours a day, seven days a week. Contractor is not responsible for providing any nursing services under this Agreement.

On-Call: Physicians shall provide on-call services between 5 p.m. and 8 am. Monday through Friday, as well as weekends and holidays. Physicians will respond within thirty minutes to perform screening medical triage as defined below.

Triage: Triage will consist of phone conversations with jail nurse and/or correctional officers to determine urgency of medical need and appropriate plan for further medical evaluation.

#### Medical Evaluation:

Urgent life threatening inmate issues shall be handled through the Emergency Medical System while simultaneously notifying the on-call physician. No delay should be incurred by waiting for the on-call physician to respond. Physician may mitigate EMS services through direct communication with paramedics or EMTS.

Semi-urgent, non-life threatening issues will be handled through direct communication between the on-call physician and the on-call nurse. In most cases, the on-call nurse shall evaluate the inmate in person in a time frame reasonable to appropriately address the medical need at hand.

Non-urgent issues shall generally be addressed by the jail nurse during normal “sick call” hours.

Supervision: Physicians agree to provide “sick call”, “call-back” and “on-call” supervision to jail nurse via phone consultation. This may include telemedicine when deemed appropriate, when equipment becomes available.

Site Visits: Contracted physicians will perform site visits once weekly to perform face-to-face medical evaluations on inmates referred by the jail nurse. Physician will address any concerns brought forward by the jail staff. This onsite visit will generally occur on Fridays at 8:00 a.m. but may vary to accommodate physician schedules.

Medications: Physicians shall be solely responsible for prescribing inmate medications. Physician may direct the jail nurse to carry out dispensing of medications in conjunction with correctional officers.

Procedures: Minor office and surgical procedures may be performed by contracted physicians (i.e. joint injections, wound debridement, splinting, etc) as deemed medically appropriate. Traumas, including suspected fractures, dislocations, lacerations requiring repair, head injuries or injuries requiring imaging, i.e. x-rays, will be evaluated in the emergency room.

Nursing Services: Nursing services will be provided by the County, either through employees or independent contractors, twenty-four hours a day, seven days a week. The County has contracted with Deborah Freeze and her nursing employees to serve as jail nurses, and such nurses shall serve under the supervision of physicians provided by Contractor.

## EXHIBIT B

### FEE SCHEDULE

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the Project Manager designated by the County at the address provided in Section 6.4 of this Agreement.
3. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, and medical supplies not otherwise covered by this Agreement. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.
4. Contractor shall be responsible for the costs of providing medical samples, as obtained, for use by the inmates.
5. County shall be responsible for the payment of any premiums for physician's malpractice insurance required under this Agreement, as well as the costs of all nursing services provided at the jail.

EXHIBIT C

CERTIFICATE OF INSURANCE



# Office of the Sheriff

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

5D2

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** May 22, 2014

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of June 3, 2014

**RECOMMENDATION:**

Approve and sign service agreement with P.J., Helicopters, Inc. (PCSO00053) in the amount of \$50,000.00.

**BACKGROUND & DISCUSSION:**

The Sheriff's Office utilizes the services of many vendors. All service agreements over \$10,000.00 require Board approval.

Attached is the service agreement between the County of Plumas, Office of the Sheriff and one of the vendors that provide helicopter rentals with licensed pilots for the Sheriff's law enforcement needs – P.J., Helicopters, Inc. (PCSO00053).

This agreement has been approved by County Counsel and signed by the vendor. It is now being submitted for Board approval as per County policy and for Board signature on the agreement.



# Office of the Sheriff 5D3

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** May 22, 2014

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of June 3, 2014

**RECOMMENDATION:**

Approve and sign service agreement with A & P Helicopters, Inc. (PCSO00001) in the amount of \$50,000.00.

**BACKGROUND & DISCUSSION:**

The Sheriff's Office utilizes the services of many vendors. All service agreements over \$10,000.00 require Board approval.

Attached is the service agreement between the County of Plumas, Office of the Sheriff and one of the vendors that provide helicopter rentals with licensed pilots for the Sheriff's law enforcement needs - A & P Helicopters, Inc. (PCSO00001).

This agreement has been approved by County Counsel and signed by the vendor. It is now being submitted for Board approval as per County policy and for Board signature on the agreement.

# PLUMAS COUNTY PUBLIC WORKS DEPARTMENT



5e

## CONSENT AGENDA REQUEST

for the June 3, 2014 Meeting of the Plumas County Board of Supervisors

Date: May 27, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Approval of two separate contract extensions for Steven Devin to complete reclamation plans for two County mining operations: Willow Creek and Rocky Point.

### Background:

Two professional service agreements between Plumas County and Steven Devin were previously approved for the preparation of two permits for mining and reclamation plans. These mines are Willow Creek in Clio and Rocky Point, east of Portola, both of which are sources of gravel and rock for the Department of Public Works.

Administrative delays have resulted in the need to extend the original contract term for these two contracts. These last contract extensions will enable the completion of the scope of work outlined in original contracts. The original compensation outlined in the original contracts will not be exceeded.

Funding is appropriated within the 13/14 Public Works budget for the completion of this work.

Issuance of the two contract amendments will enable the engineering projects to be finalized.

### Recommendation:

Public Works respectfully recommends that the Board of Supervisors authorize the Director of Public Works to execute the two contract amendments.

Attachments: Contract Extensions for Willow Creek and Rocky Point

AMENDMENT TO EXISTING SERVICES AGREEMENT  
FOR  
Professional Services Agreement  
Rocky Point Borrow Site

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of May, 2014 ("Effective Date"), by and between the **County of Plumas**, a political subdivision of the State of California ("County"), and **Steven C. Devin PE, GE, Consulting Engineer** ("Consultant"). Execution of this document by both parties constitutes an agreement to extend and continue the terms and conditions of that certain Agreement entitled "*Professional Services Agreement for The Preparation of a Reclamation Plan for Plumas County's Rocky Point Borrow Site to Meet the Requirements of the California State Mining and Reclamation Act (SMARA)*" and all attachments between County and Consultant which had an original effective date of April 21, 2010, and a termination date of March 31, 2011, and which was amended to extend the termination date to June 30, 2013. This Amendment changes the termination date of said Agreement from June 30, 2013 to June 30, 2014 and approves and ratifies all services provided to that extended date.

The Compensation shown within said Agreement shall remain the same, not to exceed Fifteen Thousand (\$15,000.00) Dollars. All other terms and conditions, including insurance requirements, as set forth in the aforementioned Agreement shall remain unchanged and shall bind both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the aforementioned Agreement to be executed by and through their respective officers, as of the date first above written.

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

\_\_\_\_\_  
Robert A. Perreault Jr., P.E.  
Director, Department of Public Works  
  
\_\_\_\_\_  
Steven C. Devin PE, GE  
  
\_\_\_\_\_  
Signature

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

Date: 5-20-2014

Steven C. Devin  
Name and Title

047-40-6904  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

R. C. Perreault  
County Counsel

Date: 5-20-14

6

**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*

**AGENDA REQUEST**

For the June 3, 2014 Meeting of the Board of Supervisors

Date: May 27, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

*Robert A. Perreault*

**BACKGROUND:**

This Agenda Request is a follow up to the Public Works proposal discussed during the May 20, 2014 meeting of the Board of Supervisors to create a new program within the American Valley area for the disposal of certain items of green waste.

**Part I** of this Agenda Request is a report by Public Works on the responses submitted to the “Request for Non-Binding Proposals for Green Waste Disposal,” dated March 20, 2014. The responses are summarized in a May 23, 2014 report, prepared by Public Works staff. See Attachment A.

**Part II** of this Agenda Request is a “Project Description” (Draft, dated May 23, 2014) of the new green waste disposal program to be implemented within the American Valley area. See Attachment B.

**Part III** of this Agenda Request is a proposed cost budget for the new green waste disposal program to be operated in American Valley. See Attachment C.

Note 1: The budget does not include revenue from establishment of a new Fee for users to bring their green waste materials to the disposal site.

Note 2: a new fee will necessitate discussion of Proposition 218 issues.

**Part IV** of this Agenda Request is a recognition that a proposed Job Description (new position) for a Green Waste Attendant at the disposal site is necessary. The position will be part time and the employee will be hired with a Contract Employee Services Contract.

**Part V** of this Agenda Request is the proposal to authorize the Department of Public Works to amend its PW Industrial Equipment, Account 541900, for FY 2013-14 to include the purchase of a used “Small Loader” (or alternate equal, as determined by the Deputy Director of Public Works), using funds from the Road Department budget adopted for FY 2013-14 in the amount not to exceed \$ 40,000.

**Part VI** of this Agenda Request is the proposal to authorize the Department of Public Works to purchase an air-curtain mobile incinerator unit, with appurtenances, using funds from the Road Department budget to be adopted for FY 2014-15 in the amount not to exceed \$ 80,000.

**Part VII** of this Agenda Request is a recognition that a Memorandum of Understanding (or other similar contractual document), as approved by County Counsel, between the County of Plumas and Feather River Disposal, Inc. is needed to enable the use of part of APN Nos. 116-370-25,-26,-27 (along Industrial Way in Quincy) to conduct the green waste disposal operations, as described in Attachment B.

**Part VIII** of this Agenda Request is advisory input to the Board of Supervisors from the Plumas County Integrated Waste Management Task Force. The Task Force meeting is scheduled to be conducted on Monday, June 2, 2014. The Task Force will submit their advice to the Board of Supervisors on June 3, 2014.

In closing, 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 Department’s “Request for Non-binding Proposals for Green Waste Disposal” will continue to receive attention and development, as may be desired by the submitters.

### **RECOMMENDATIONS:**

Public Works staff respectfully recommends that the Board of Supervisors adopt the following motions:

1. Accept and file the Report on the Submittals to the Request for Non-Binding Proposals and to direct Public Works staff to coordinate with Green Waste Disposal Review Committee in the further exploration of the responses.
2. Implement the green waste disposal program set forth in the Project Description, Draft, dated May 23, 2014, subject to issuance of a Special Use Permit by the Plumas County Zoning Administrator.
3. Discuss and consider adoption of the proposed budget for the new green waste disposal activity, as set forth in Attachment C.

4. Direct staff to prepare and submit a proposed Job Description (new position) for the Green Waste Attendant at the disposal site.
5. Authorize the Department of Public Works to amend its PW Industrial Equipment, Account 541900, for FY 2013-14, to include the purchase of a “Small Loader” (or alternate equal, as determined by the Deputy Director of Public Works), using funds from the Road Department budget adopted for FY 2013-14 in the amount not to exceed \$ 40,000.
6. Authorize the Department of Public Works to purchase an air-curtain mobile incinerator unit, with appurtenances, using funds from the budget to be adopted for FY 2014-15 in the amount not to exceed \$ 80,000.
7. Direct staff to prepare and submit a proposed Memorandum of Understanding (or other similar contractual document), as approved by County Counsel, between the County of Plumas and Feather River Disposal, Inc. to enable the use of part of APN Nos. 116-370-25,-26,-27 (along Industrial Way in Quincy) to conduct the green waste disposal operations, as described in Attachment B.

## Attachments

- A.** Report, dated May 23, 2014, by Public Works on the Submittals to the Department’s March 20, 2014 “Request for Non-Binding Proposals for Green Waste Disposal.”
- B.** “Project Description,” Draft, dated May 23, 2014.
- C.** “Proposed Budget,” dated 5-23-2014, depicting the costs to the Solid Waste Division for the implementation and annual cost for the new disposal program.
- D.** Transfer Request pertaining to the purchase of a Small Loader and the purchase an Air-Curtain Mobile Incinerator Unit.

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS



## REPORT

## Summary of Responses to the Department of Public Works' Request for Non-binding Proposals to Dispose of Green Waste

May 23, 2014

On March 20, 2014, the Department of Public Works - Solid Waste Division, issued a "Request for Non-binding Proposals (RFP)," seeking proposals from firms or individuals having an interest in participating in a solution or solutions to the growing problem of the disposal of green waste and biomass in Plumas County.

Proposals were received or discussed in response to the call-for-proposals. The following is a summary of the proposals, as received by Public Works staff:

## **Proposal #1 – Diamond S Corporation**

Location of Proposed Activity: Sierra Aggregates Mine in Sierra Valley.

**Method(s) of Disposal:**

- 1) Burning  
Material would be dried and burned on-site.
- 2) Grinding  
The processed material would be used to:
  - a) Create a marketable compost material.
  - b) Use the material in the final reclamation of their mine.
  - c) Use the material as a soil amendment on adjoining pasture lands.

## Proposal #2 – Feather River Materials

Location of Proposed Activity: 270 Crescent Street in Quincy.

**Method(s) of Disposal:**

- 1) Grinding  
Create a marketable compost material by incorporating various soil amendments including manure from the Feather River College's equine operations.
- 2) Biomass fuel generation  
Grind green waste material to create fuel to power a 3 megawatt power plant.

**Proposal #3 – Red Wigglers**

Location of Proposed Activity: Presently unknown.

Method(s) of Disposal:

- 1) Worms

Red wigglers eat carbon waste including leaves and other green debris. Worm waste is used for fertilizer.

**Proposal #4 – Plumas Rural Services/InterMountain Disposal**

Location of Proposed Activity: Presently unknown.

Method(s) of Disposal:

- 1) Storage

Green waste will be stored at an unidentified location for future processing

- 2) Biomass fuel generation

Grind material to create fuel to power a 3 megawatt power plant. Development of the power plant would lead to cooperative industrial development utilizing heat generated by the power plant facility.

**Proposal #5 – R3 Energy Group**

Location of Proposed Activity: Presently unknown.

Method(s) of Disposal:

- 1) Biomass fuel generation

Grind material to create fuel to power a power plant. (Primarily the existing and future biomass piles in the national forests)

**Proposal #6 – Discussion and Meeting**

Location of Proposed Activity: Meadow Valley.

Method of Disposal:

- 1) Collection and short term storage.

- 2) Chipping.

- 3) Transporting processed waste to the SPI mill in Quincy.

One of the potential submitters included a local business that would operate a green waste collection and chipping operation in American Valley. However, at the last minute, the business decided to not submit a written response to the Department.

**Proposal #7 – Department of Public Works**

Location of Proposed Activity: Industrial Way in Quincy.

Method of Disposal:

- 1) Air-curtain incineration.

County staff proposes to implement a green waste disposal as soon as possible in order to replace the green waste disposal program that was discontinued last year.

## **DRAFT**

# **Green Waste Disposal Program for the American Valley Area in Plumas County**

## **Project Description**

**May 23, 2014**

**Project Title:**

Green Waste Disposal Program for American Valley Area in Plumas County.

**Lead Agency:**

Plumas County Planning Department  
555 Main Street  
Quincy, CA 95971

**Contact Person:**

Bob Perreault  
Director of Public Works  
(530) 283-6268

**Project Location:**

APN No. 116-370-25,-26,-27  
1166, 1210 & 1284 Industrial Way  
Quincy, CA

**General Plan Designation:**

Light Industrial

**Zoning:**

I-2

**Project Sponsor:**

Plumas County Solid Waste Program  
c/o Solid Waste Division  
Department of Public Works  
1834 East Main Street  
Quincy, CA 95971

## **Surrounding Land Uses and Setting**

To the west and immediate south of the project use area is the existing commercial usage of Feather River Disposal, Inc. FRD's on-site usages include: administrative headquarters offices; mechanics shop for the FRD fleet of trucks and vehicles; storage areas for various metal collection bins and waste wheelers.

To the north of the project use area is an auto body repair shop. Other properties to the north are presently vacant. East of the project area is an administratively approved propane storage facility. South of the facility, separated by Feather River Disposal's building are two residences which front on Lee Road. Property to the west is presently a welding manufacturing yard.

## **Project Description**

This project is an element of the Plumas County Solid Waste Program. In particular, it is the collection and disposal of green waste from the greater American Valley area of Plumas County.

The project location is a part of the existing gated industrial site that is presently used by Feather River Disposal, Inc., (FRD) one of two (2) solid waste franchise contractors presently under contract to the County of Plumas. Activities presently conducted on site by FRD include their administrative headquarters offices and a mechanics shop for the FRD fleet of trucks. The site also affords storage areas for various metal collection bins and waste-wheelers. Please see attached plot plan. (Exhibit 1)

Below is a summary of the proposed operations:

The proposed project involves establishing a public receiving location for green waste and the disposal of the waste through use of an Air Curtain Burner (ACB).

During specified days and times, residents and businesses will be able to self-haul their green waste material to the site for disposal. Green waste will be required to not contain limbs or brush greater than 2 feet in length. No processed or treated wood will be accepted. At the site, the customer will deposit their green waste material in areas to be designated by an on-site attendant employed by the Solid Waste Division. The actual days and hours of being open will be subject to establishment by the Board of Supervisors and will be a function of customer usage. There is no reliable historic data available to predict future usage demands. Nevertheless, Public Works staff is proposing the following operational scenario in its latest project cost estimate:

### **Summer Schedule (April 1 to September 31)**

The proposed green waste disposal site in Quincy, operating at full capacity, would be open to commercial green waste generators from 3-5 pm on Fridays, with only an Attendant present. The Attendant would also be present when the public and commercial operators bring green waste into the site on Saturday from 9 am until 4 pm (closed from 12-12:30 for lunch). Operations may be extended to include the acceptance of green waste on Sundays as well.

Burning would take place from 7 am until 5 pm on Sunday, with both the Fire Watch and the Operator working. This schedule requires 18.5 Attendant/Fire Watch hours per week and 10 operator hours per week for 6 months (26 weeks).

### **Winter Schedule (October 1 to March 31)**

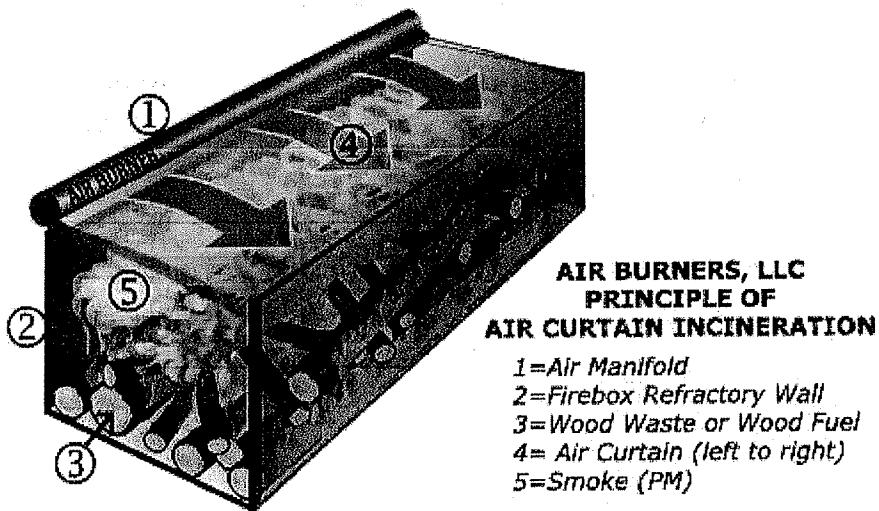
The winter drop-off schedule (October 1 to March 31) would be Saturdays only from 9 am until noon for commercial generators and the public, supervised by the Attendant. The burner would be activated from 12:30 pm until 3:00 pm, with both the Fire Watch/Attendant and Operator working. This schedule would require 5.5 Attendant hours per week and 2.5 Operator hours per week for 6 months (26 weeks).

The Fire/Watch/Attendant will route traffic, accept loads and load check for unacceptable waste. He will also perform Fire Watch duties during incineration. The operator will push up green waste into piles with a front end loader and operate the incinerator, including feeding the green waste into the incinerator with the loader.

Anticipated maximum green waste volumes are 200 CY per week during summer hours and 50 CY per week during winter hours. This would total 6,500 CY per year. Anticipated average burn rate is 20 CY/Hour. These figures exclude logging debris by timber contractors. Dividing the yearly cost by that volume yields a minimum disposal cost per yard of \$4.42. The cost per yard may be higher if actual volume received is lower than shown in this estimate. These figures exclude logging debris by timber contractors.

As stated above, the actual demand by customers will dictate the actual days and hours of site operation, to be subject to establishment by the Board of Supervisors. The above-described scenario is proposed to be implemented at program start-up, but the Board of Supervisors reserves the right to increase or decrease operating days per week and hours of operation, subject to further discretionary review.

Collected green waste will be disposed of by burning the material using an air curtain burner (ACB). Air curtain burners are designed primarily as a burner for woody debris, using high velocity circulating air as its pollution control device. Using a diesel engine driven fan, these machines generate a curtain of air with a very particular mass flow and velocity. This curtain of air acts as a trap over fire box. The green waste is dumped into the fire box and then ignited (usually with a propane torch and with a small amount of diesel). Once the fire has gained strength, the air curtain is turned on. The air curtain traps the smoke particles and causes them to re-burn under the air curtain where the temperatures exceed 1,800° F. These machines do not inject any fuels, the fire is sustained only by adding more woody debris. The only fuel used in the continuous operation is that of the diesel engine driven fan.



Operational videos of these units are provided below:

[http://www.youtube.com/watch?v=nx0\\_xoRbR4&feature=youtu.be](http://www.youtube.com/watch?v=nx0_xoRbR4&feature=youtu.be)

<http://burnboss.com/video-1/rgraeber-bb-sd-1.mp4>

Specifications of the ACB are attached as Exhibit 2.

A memorandum of understanding, or other agreement, needs to be executed between Feather River Disposal, Inc. and the County of Plumas pertaining to County use of a portion of APN's 116-370-25,-26,-27

### **Fire Preparedness Plan**

In order to mitigate the potential fire risk, the following measure shall be employed prior to operating the ACB:

- 1) All weeds within 300 feet of the ACB shall be cut
- 2) A minimum of 100 feet separation shall be maintained between the ACB and the green waste stockpile.
- 3) A fire-hose station box with 100 feet of hose shall be constructed at the nearest hydrant to the ACB.
- 4) The ACB shall not be operated on days when winds exceed 20 mph.
- 5) The ACB shall not be left unattended during the ACB "cool-down" period.
- 6) Ash generated from use of the ACB shall be watered down sufficiently prior to loading it into a metal trash bin for transport to the solid waste transfer station.
- 7) The ACB will be operated in an area a minimum of 100 feet from combustible materials.

Following is commentary on various **Environmental Factors**:

**Aesthetics:** No Impact – the proposed use area is zoned light industrial and the developed lots within the said zone are used for industrial purposes. The proposed use is not visible from nearby Lee Road.

**Agricultural Resources:** No Impact – the proposed parcels are zoned light industrial (I-2) and are not proximate to agricultural lands.

**Air Quality:** Less than Significant Impact

Discussions have occurred between Public Works staff and the Northern Sierra Air Quality Management District (NSAQMD). NSAQMD will permit the proposed ACB as a stationary source under an authority to construct permit. NSAQMD understands that utilization of this ACB unit provides a much cleaner alternative to open pile burning.

The basic principle of air curtain burning technology is that the smoke generated from the combustible material is reintroduced back into the burning material, thereby incinerating, stalling or slowing down the smoke particles before they leave the device.

Observationally, open burning has increased within the American Valley area due to the lack of an economical alternative for the disposal of green waste. ACB units have greatly reduced visible smoke and PM 2.5 emissions compared to open burning when they are used.

A recent comparative analysis by the San Joaquin Air Quality District illustrates the disparity in emissions between open burning and utilizing an ACB unit. A copy of this study is attached. (Exhibit 3)

Additional analyses of emissions is provided using clean wood fuel. (Exhibit 4) While it is expected that diverse nature of the green waste material will possibly have greater emissions, the analyses illustrates the air quality benefits over open green waste burning.

**Biological Resources:** No Impact – This property is highly disturbed and therefore has no environmental resources that would be affected by this proposal.

**Cultural Resources:** No Impact – This property is highly disturbed and therefore has no cultural resources that would be affected by this proposal.

**Geology and Soils:** No Impact – The proposed use has no potential to adversely affect soils or have adverse geologic impacts.

**Hazards and Hazardous Materials:** Less Than Significant Impact – A propane storage facility is located approximately 500 feet east of the proposed facility. Regulations require a minimum separation of 50 feet. While additional discretion is extended to the local fire chief to require a greater setback, Quincy Fire Chief, Robbie Cassou has determined that the mitigations set forth in the Fire Preparedness Plan outlined above, adequately mitigate these potential impacts.

**Hydrology and Water Quality:** No Impact – The property drains to the northwest and enters a culvert that drains to a grassy swale. Although cooled ash will be collected regularly and deposited in a storage bin, straw wattles will be installed around the perimeter of the ACB unit to capture any ash-laden runoff.

Green waste will not be stored at the facility for greater than 30 days, avoiding composting and water quality issues.

The Feather River Disposal (FRD) property is subject to an Industrial Storm Water Permit issued by the California Regional Water Quality Control Board. This permit requires FRD to monitor at the discharge point at the culvert inlet located on the northwest corner of the property. Water samples collected by FRD are tested for contamination from petroleum based products.

Green waste is not a contaminant and the additional activity described in this proposal is not a concern. Nevertheless, Public Works will mitigate this activity by placement of a soil berm along the right-of-way line adjacent to the activity area.

Furthermore, in the agreement with FRD to utilize this area, Public Works will include language that any violation of the Industrial Storm Water Permit caused by the proposed operations, will be the responsibility of the County.

**Land Use and Planning:** No Impact – The project as described is consistent with other industrial uses that may be permitted by the light industrial zoning.

**Mineral Resources:** No Impact – This project had no impact associated with mineral resources.

**Noise:** No Impact – The ACB unit operates two small fans that will operate below the noise levels established by the Light Industrial land use designation.

**Population and House:** No Impact – This project had no population or housing impacts.

**Public Services:** No Impact – The proposed project, as mitigated, will not result in an increase in the demand of public services.

**Recreation:** No Impact – This project has no potential to affect recreation resources.

**Transportation/Traffic:** No Impact – Based on observations of SPI's operation, approximately 5-10 vehicles may be utilizing the facility at any one time. Adequate cueing distance is available along the on-site to accommodate this demand. No sight distance or other traffic safety issues are present at this location.

**Utilities and Service Systems:** No Impact – There are no foreseeable adverse impacts to utilities or services systems.

**Mandatory Findings of Significance:** No Impact – The project as described above is fully mitigated through the incorporation of mitigation measures into the proposed operation of the facility.

**SW GREENWASTE BUDGET 14/15****14/15****Supplement to the Solid Waste 14/15 Budget**

Hourly Contract Employee      18.5 Hrs. 26 weeks      5.5 Hrs. 26 weeks

Hourly Rate      \$ 12.50

Annual Hours 624

624 Hrs. @ \$12.50      \$ 7,800.00

Other Wages      \$ 7,800.00

FICA 7.65%      \$ 596.70

UI @.50%      \$ 39.00

WC      ?

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**Payroll Cost**      **\$ 8,435.70**

Reimbursable cost to Road Dept. for operator and equipment.

Incinerator      \$3,900.00

Equipment Operator      \$11,375.00

Front End Loader      \$5,022.00

Administration/Oversite      \$2,500.00

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**Reimb. Cost to Road**      **\$22,797.00**

**Annual Budget Cost Estimate \$ 31,232.70**

**SW Greenwaste Budget 14.15**

**pmt 5.22.14**

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

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

Department: Road Dept. No: 20521 Date 5/23/2014

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

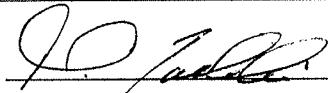
A) Per attached agenda item.

B) \_\_\_\_\_

C) \_\_\_\_\_

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.

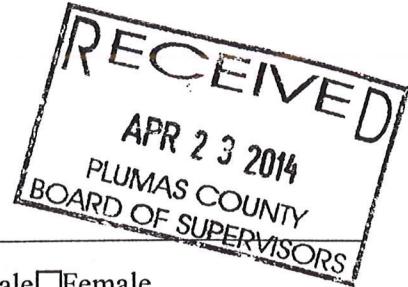
CLAIM AGAINST THE COUNTY OF PLUMAS  
(Pursuant to Government Code §910.4)

7c

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.

**MAIL TO:**

Clerk of the Board  
520 Main St, Rm 309  
Quincy, CA 95971



**CLAIMANT INFORMATION**

1. Name of Claimant: Insurance Company of the West (ICW)
2. Date of Birth: \_\_\_\_\_ 3. Gender (circle one):  Male  Female
4. Mailing Address of Claimant:  
11455 El Camino Real San Diego CA 92130-2045  
Address City State Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):  
c/o Daniel B. McCarthy San Diego CA 92130-2045  
Address City State Zip  
11455 El Camino Real
6. Telephone Number of Claimant: (858) 350-2664

**INFORMATION ABOUT CLAIM**

7. Incident Date: Month 10 Day 29 Year 2013
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):  
Eastbound SR70, .35 miles west of 70 PLU 9.041, .35 miles west of Chambers Creek, in an unincorporated area of Plumas County, California
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):  
Cecil Jarvis was driving on SR 70, in the course and scope of his employment with ICW's insured, Chico Produce, Inc. doing business as ProPacific Fresh, when he encountered a large rock on the roadway, which caused significant damage to his truck's tires and steering components, causing Mr. Jarvis to lose control of the truck, which struck a rock wall and caught on file. Mr. Jarvis died as a result.
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:  
Death of Cecil Jarvis, who was in the course and scope of his employment with ICW's insured, Chico Produce, Inc. doing business as ProPacific Fresh. As a result of the death of Mr. Jarvis, ICW is obligated to pay death benefits and funeral benefits.

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ 260,000.00

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case:  YES  NO

13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

Unknown

#### CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier?  YES  NO

15. Name of insurance carrier and telephone number (including area code):

Name	Telephone Number		
Address	City	State	Zip

16. Policy Number: \_\_\_\_\_

17. Are you the registered owner:  YES  NO

18. Amount of deductible: \$ \_\_\_\_\_

19. Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

*Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to \$10,000.00.*

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.

Signature

April 22, 2014

Date

Daniel B. McCarthy  
Printed Name of Person Completing Claim