



## **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 JULY 15, 2014 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

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

### **AGENDA**

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

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

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

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

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



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

## STANDING ORDERS

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## ACTION AGENDA

### **SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

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

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

- A. Report on the status of the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff
- B. Determine urgency of letter received from Grizzly Ranch Golf Club, LLC dated July 4, 2014 regarding inability to provide for water pursuant to contract with the Plumas County Flood Control & Water Conservation District. Discussion and possible action
- C. Approve and authorize the Chair to sign letter to the State Water Resources Control Board regarding proposal to construct a new water line in Plumas County between the Grizzly Lake CSD and the Grizzly Lake Pipeline. Discussion and possible action

### **Adjourn as the Flood Control & Water Conservation District Governing Board and convene as the Grizzly Ranch Community Services District Governing Board**

#### **2. GRIZZLY RANCH CSD** – Robert Perreault

Approve supplemental budget of \$4,000 for receipt of unanticipated revenue from special assessments for FY 2013-2014. Four/fifths required roll call vote

### **Adjourn as the as the Grizzly Ranch Community Services District Governing Board and reconvene as the Board of Supervisors**

#### **3. PLUMAS COUNTY FIRE SAFE COUNCIL** – Nils Lunder

Report and update on accomplishments of the Plumas County Fire Safe Council over the past few years

#### 4. **DEPARTMENTAL MATTERS**

##### A) **CLERK OF THE BOARD** – Nancy DaForno

Approve amended Board minutes of June 10, 2014. Discussion and possible action

##### B) **MANAGEMENT COUNCIL** – Dony Sawchuk

Executive report for July 2014

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

Approve and authorize the Chair to sign renewal of Services Agreement between County of Plumas and Rodney Craig Goodman for consulting services to the Auditor/Controller not to exceed \$60,000. Approved as to form by County Counsel. Discussion and possible action

##### D) **SHERIFF** – Greg Hagwood

Authorize the Sheriff to recruit and refill 4.0 FTE vacant, funded and allocated Correctional Officer positions. Discussion and possible action

##### E) **PLUMAS COUNTY COORDINATING COUNCIL** – Robert Perreault

Consider recommendation of the Plumas County Coordinating Council regarding “New Rule” proposed by the U.S. Forest Service on June 18, 2014 pertaining to “Use by Over-Snow Vehicles (Travel Management Rule Subpart “C””). Discussion and possible action

##### F) **PLANNING** – Randy Wilson

Consider Water Program oversight by the Board of Supervisors with possible appointment of Board members to various Water Program elements. Discussion and possible action

##### G) **PUBLIC WORKS** – Robert Perreault

- 1) Report and update on SR 89 Highway Improvement projects in Greenville; determine urgency associated with funding of utility repairs; and authorize the Director of Public Works to convey message to the Indian Valley CSD Governing Board. Discussion and possible action
- 2) Authorize the Department of Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Road Maintenance position in Graeagle. Discussion and possible action

#### 5. **BOARD OF SUPERVISORS**

##### A. Report and update by the Drought Task Force

##### B. Approve and authorize the Chair to sign Employment Agreement between Plumas County and Daniel Prince as Plumas County Chief Probation Officer. Discussion and possible action

##### C. Correspondence

##### D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

#### 6. **CONSENT AGENDA**

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

##### A) **BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Plumas-Sierra Rural Electric Co-op Annual Meeting to be held on September 13, 2014)

##### B) **SOCIAL SERVICES**

Approve a four day work week (4/10 schedule) for employees in the Department of Social Services in the Benefits Assistance Counselor (BAC), Employment and Training Worker (ETW) classifications and clerical staff who fill or assist with reception duties (OA I/II and Fiscal Assistant I/II)

**C) OFFICE OF EMERGENCY SERVICES**

Adopt **RESOLUTION** authorizing submittal of the annual FY 14 Emergency Management Performance Grant

**D) PROBATION**

Approve and authorize the Acting Chief Probation Officer to sign contract between Plumas County and DeMartile Automotive, Inc. to provide general mechanic services for Probation vehicles. Approved as to form by County Counsel

**E) FACILITY SERVICES & AIRPORTS**

Approve and authorize the Chair to sign Amendment No. 2 between Plumas County and Reuben Ramirez, dba Top Mop Janitorial for Portola Library and Sheriff's Office. Approved as to form by County Counsel

**F) MENTAL HEALTH**

- 1) Approve and authorize the Chair and the Director of Mental Health to sign Agreement between Plumas County and Geiss Consulting of \$12,000 to provide consulting services. Approved as to form by County Counsel
- 2) Approve and authorize the Chair and the Director of Mental Health to sign Agreement between Plumas County and Gary Ernst of \$25,000 to provide consulting services. Approved as to form by County Counsel

**G) PUBLIC WORKS**

Solid Waste: Approve and authorize the Chair to sign two Contract Amendments for Solid Waste Professional Services and Groundwater Monitoring with Vestra Resources, Inc. of \$121,062 and \$156,000. Approved as to form by County Counsel

**7. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Director of Mental Health
- B. 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
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, August 05, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.



1B

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

**AGENDA REQUEST**

for the July 15, 2014 meeting of the FC&WC District Governing Board

July 7, 2014

To: Honorable Governing Board

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

Subject: Concurrence with District staff that the matter set forth in the July 4, 2014 Letter from Grizzly Ranch Golf Club, LLC, is “Urgent;” discussion, possible direction to staff and possible action.

**BACKGROUND**

The Plumas County Flood Control and Water Conservation District (“Flood Control District”) administers the water allocations paid for by the District’s water supply customers pursuant to a water allocation contractual agreement, as amended, between the State Department of Water Resources (DWR) and the Flood Control District. In turn, there exist contractual agreements for water supply between the Flood Control District and its several customers. The Grizzly Ranch Golf Club, LLC (GRG) is one of those customers.

In a letter, dated July 4, 2014, the GRG formally notified the Flood District that it is not receiving its full water entitlement.

The above signed Co-Manager was not fully aware of the background issues until July 2, 2014. The matter was further discussed with GRG representatives on July 3, 2014. On that same date, District staff informed the Director of Environmental Health of the matter as well as a likely temporary response to situation, part of which would involve the usage of existing wells within the water system of the Grizzly Ranch CSD (which is operating under permit issued by the Department of Environmental Health).

# GRIZZLY RANCH

4375 Grizzly Road, Portola, CA 96122 (530)832-1800  
[www.grizzlyranch.com](http://www.grizzlyranch.com)

July 4, 2014

Robert A. Perreault, Jr.  
Plumas County Flood Control and Water Conservation District  
1834 E Main St  
Quincy CA 95971

*RE: Grizzly Ranch water diversion from Big Grizzly Creek*

Dear Bob:

Thank you so much for the time you spent yesterday with Mike Baty and Donna Lindquist. We are very appreciative of your efforts to resolve the problems we are having with the diversion on Big Grizzly Creek. As I am sure they told you, the problems are very significant and immediate.

The Grizzly Ranch Community Services District (GRCSD) is authorized to divert 250 acre/feet of water per year from Big Grizzly Creek in Plumas County to provide additional water for the Grizzly Ranch Golf Club (GRG). Currently, GRG is not receiving its full water entitlement due to technical issues with the water pumping system and therefore, GRG is paying for more water volume than it can physically divert. This letter notifies the Plumas County Flood Control District of this situation and GRG requests support from the District to identify a solution. The full water allocation provides a sufficient amount of water for the needs of GRG but a water shortage now exists due to limits on extraction from Big Grizzly Creek.

Several technical issues preclude GRG from diverting its full water allocation. These include: the significant change in the configuration of Big Grizzly Creek following a major sediment discharge event on December 7, 2006 from the Walton Pond located just upstream from the diversion intake; damages to the water intake and pump assembly following the sediment deposition event; and the fluctuating elevation of the loose rock check dam located just downstream of the diversion which limits the amount of water that can be pumped without causing cavitation. These conditions together make it impossible for the existing intake and pump system to withdraw the allocated 450 gallons per minute.

GRG requests the support of the GRCSD to resolve these issues, and to restore its ability to extract the full water entitlement from Big Grizzly Creek. Relevant background information is attached to this letter to document the series of events that took place from December 2006 to August 2007 to mitigate the effects of the sediment discharge event.

We are finding issues like this, as I imagine you are, very frustrating that the previous owners did not properly address and correct problems. We hope to work with you in a more constructive and effective manner in the future. If, at any time in the future, we are not doing so, please let me know.

In the mean time, we request emergency water until we can resolve the above problems.

Thanks again for your help.

Sincerely,



Timothy M Pennington  
Grizzly Ranch Golf Club, LLC  
Managing Member

[tpennington@appleoaks.com](mailto:tpennington@appleoaks.com)

310-600-5903 Cell  
530-832-0380 Grizzly Ranch Home  
310-231-1999 Office



Linda S. Adams  
Secretary for  
Environmental  
Protection

# California Regional Water Quality Control Board Central Valley Region



Arnold  
Schwarzenegger  
Governor

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Sacramento Main Office  
11020 San Center Drive #200, Rancho Cordova, California 95670-6114  
Phone (916) 464-3291 • FAX (916) 464-4645  
<http://www.waterrboards.ca.gov/centralvalley>

22 December 2006

CERTIFIED MAIL NO.  
7006 0810 0002 9651 4931

Robert and Denise Stein  
19883 Echo Blue  
Penn Valley, CA 95946

## CLEANUP AND ABATEMENT ORDER NO. R5-2006-0735 REQUIRING CLEANUP OF SEDIMENT DISCHARGED FROM THE ICE POND DAM TO BIG GRIZZLY CREEK, PLUMAS COUNTY

Enclosed is Cleanup and Abatement Order No. R5-2006-0735. The Order requires you to immediately begin activities to remove sediment discharged from the Ice Pond to Big Grizzly Creek below the Ice Pond Dam on your property located at 5390 Ice Pond Road in Portola.

Specifically, the Order requires:

- Completion of the sediment removal work by 1 January 2007.
- Operate the gate in the Ice Pond dam in a manner that prevents the discharge of additional sediment currently residing in the Ice Pond to Big Grizzly Creek
- Prior to beginning remedial activities, notify Regional Board and California Department of Fish and Game staff, by phone, of your plan and schedule of sediment removal activities
- Provide Regional Water Board and California Department of Fish and Game staff access to areas of the property to conduct monitoring during and after implementation of your removal project
- Submit a written Completion Report to this office by 1 February 2007 detailing what actions you have taken to comply with the Order
- Submit the name and address to be used for billing purposes for oversight charges by 7 February 2007

Due to the requirement of the Department of Water Resources to increase flows from Lake Davis Dam upstream of the Ice Pond in the very near future, it is imperative this work be completed by the 1 January 2007 compliance date. You may wish to contact the Department of Water Resources and request current flows from Lake Davis be reduced as much as possible to aid in your cleanup work.

California Environmental Protection Agency

Please contact Phil Woodward of our office at (530) 224-4853 and Warden Steve Ulrich at (530) 832-5388 prior to beginning the required remedial activities.

The discharge of pollutants to waters of the State has exposed you to possible further enforcement action. Under Section 13350 and 13385 of the California Water Code, the Regional Board can impose administrative civil liabilities for violations of the Water Code and violations of the Cleanup and Abatement Order. The maximum administrative civil liability for each day of violation is ten thousand dollars (\$10,000) and ten dollars per gallon of discharge in excess of 1,000 gallons.

If you have any questions, please contact Phil Woodward, Senior Engineering Geologist at (530) 224-4853.



Kenneth D. Landau  
Assistant Executive Officer

cc w/ C&A Order: Ms. Lisa Stone, Department of Fish and Game, Susanville  
Mr. Steve Ulrich, Department of Fish and Game, Portola  
Mr. Jerry Sipe, Plumas County Department of Environmental Health,  
Quincy  
Ms. Donna Lindquist, Grizzly Ranch Development, Portola

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL VALLEY REGION

CLEANUP AND ABATEMENT ORDER NO.R5-2006-0735

FOR  
ROBERT AND DENISE STEIN  
ICE POND ROAD PROPERTY  
PORTOLA  
PLUMAS COUNTY

This Order is issued to Robert and Denise Stein based on provisions of California Water Code Section 13304, which authorizes the Regional Water Quality Control Board, Central Valley Region (Regional Water Board) to issue a Cleanup and Abatement Order (Order) and California Water Code section 13267, which authorizes the Regional Water Board to issue an order requiring submittal of monitoring and technical reports.

The Executive Officer of the Regional Water Board finds that:

1. Robert and Denise Stein, 19883 Echo Blue, Penn Valley, CA 95946 (hereafter Discharger), are the trustees of the property located at 5390 Ice Pond Road in Portola, Plumas County. The property (APN 025-100-032) includes a concrete dam (Ice Pond Dam) across Big Grizzly Creek in Section 20, Township 23 North, Range 14 East, MDB&M. Big Grizzly Creek is downstream of Lake Davis and contains an excellent trout fishery and is used as an agricultural water supply.
2. On 13 December 2006, Regional Water Board staff and Department of Fish and Game (DFG) staff conducted an inspection of Big Grizzly Creek downstream of the Ice Pond dam. The inspection was in response to a report of a large quantity of sediment in the creek which had covered the water intake to the Grizzly Ranch Golf Course. Investigation by Regional Water Board and CFG staff revealed up to 40 inches of sediment deposited in the creek bed downstream of Ice Pond, destroying aquatic habitat and eliminating benthic invertebrates in varying degrees for more than one quarter mile downstream from Ice Pond Dam.
3. The sediment originated from sediments accumulated over the years in the Ice Pond behind the concrete dam. During a period when the upstream flows from Lake Davis were curtailed in early November to facilitate installation of equipment and performance of flow studies, the Discharger opened the gate in the bottom of Ice Pond Dam and drained the pond to effect repairs on the gate. When flows from Lake Davis resumed, the Discharger had not completed repairs and the gate was held open. The stream flows through the now empty pond scoured the deposited sediment and transported it downstream of the Ice Pond.
4. The discharge of earthen material, soil and sediment into waters of the state constitute "waste" as defined in California Water Code section 13050. The

Discharger, who owns the site, has caused waste, e.g., earthen material, soil, and sediment to be discharged directly into surface waters, which are waters of the state and waters of the United States. The Discharger, through this activity, has caused waste to be discharged where it has caused a condition of pollution or nuisance by increasing levels of sediment, settleable and suspended material, and turbidity.

5. The *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fourth Edition*, (hereafter Basin Plan) designates beneficial uses, establishes water quality objectives, contains implementation programs for achieving objectives, and incorporates by reference, plans and policies adopted by the State Water Resources Control Board. The Basin Plan at page II-2.00 states that the "...beneficial uses of any specifically identified water body generally apply to its tributary streams." The Basin Plan does not specifically identify beneficial uses for Big Grizzly Creek, but does identify present and potential uses for the Middle Fork Feather River from Little Last Chance Creek to Lake Oroville to which Big Grizzly Creek is tributary. These beneficial uses, identified in Table II-1 of the Basin Plan are municipal and domestic supply; water contact and non-contact recreation, including aesthetic enjoyment; warm and cold freshwater habitat; cold spawning, and preservation and enhancement of fish, wildlife, and other aquatic resources. Although not specifically listed in Table II-2, agricultural supply, including stock watering is an existing, but not designated use. The site inspection and general knowledge of the area supports that all these beneficial uses either do exist or have the potential to exist in Big Grizzly Creek downstream of Ice Pond Dam.
6. The Basin Plan lists specific water quality objectives for inland surface waters. These objectives include limitations on sediment, settleable and suspended material, and turbidity. Based on staff observations, the Discharger's activities in opening the gate in the bottom of the Ice Pond Dam have resulted in the placement and disturbance of sediment and soil, where it discharged into a surface water drainage courses. The discharge of waste to surface waters has created a condition of pollution and threatens to continue to create a condition of pollution or nuisance when earthen materials are transported downstream by stream flows increasing levels of sediment, settleable and suspended material, and turbidity. Sediments deposited on the creek bed have substantially changed the characteristics of the creek bottom, smothering existing benthic life and affecting an agricultural water intake. The impact of the deposited sediment will continue until the sediment is removed.
7. Section 13304(a) of the California Water Code provides that:

"Any person who has discharged or discharges waste into waters of this state in violation of any waste discharge requirements or other order or prohibition issued

by a regional board or the state board, or who has caused or permitted, causes or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state and creates, or threatens to create, a condition of pollution or nuisance, shall upon order of the regional board clean up the waste or abate the effects of the waste, or, in the case of threatened pollution or nuisance, take other necessary remedial action, including, but limited to, overseeing cleanup and abatement efforts. A cleanup and abatement order issued by the state board or a regional board may require provision of, or payment for, uninterrupted replacement water service, which may include wellhead treatment, to each affected public water supplier or private well owner. Upon failure of any person to comply with the cleanup or abatement order, the Attorney General, at the request of the board, shall petition the superior court for that county for the issuance of an injunction requiring the person to comply with the order. In the suit, the court shall have jurisdiction to grant a prohibitory or mandatory injunction, either preliminary or permanent, as the fact may warrant."

8. As described in Findings 1 through 3, the Discharger is subject to an Order pursuant to Water Code section 13304 because the Discharger is the trustee and/or owner of the property and took the actions that resulted in the discharges of waste to waters of the State.

9. Section 13304(c)(1) of the California Water Code provides that:

"If the waste is cleaned up or the effects of the waste are abated, or, in the case of threatened pollution or nuisance, other necessary remedial action is taken by any governmental agency, the person or persons who discharged the waste, discharges the waste, or threatened to cause or permit the discharge of waste within the meaning of subdivision (a), are liable to that governmental agency to the extent of the reasonable costs actually incurred in cleaning up the waste, abating the effects of the waste, supervising cleanup or abatement activities, or taking other remedial action. The amount of the costs is recoverable in a civil action by, and paid to, the governmental agency and state board to the extent of the latter's contribution to the cleanup costs from the State Water Pollution Cleanup and Abatement Account or other available funds."

10. Section 13267(b)(1) of the California Water Code provides that:

"In conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region, or any citizen or domiciliary, or political agency or entity of this state who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste outside of its region that could affect the quality of waters of the state within its region shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship

to the need for the report and the benefits to be obtained from the reports. In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports and shall identify the evidence that supports requiring that person to provide the reports."

11. As described in Findings 1 through 3 above, the Discharger is subject to an Order pursuant to Water Code section 13267 because he took the actions that have resulted in the threatened discharge of waste to waters of the State. The reports required by this Order are necessary to assure that the work required is completed in compliance with applicable state law and requirements to protect the beneficial uses of waters of the State.
12. The issuance of this Order is an enforcement action taken by a regulatory agency and is exempt from the provisions of the California Environmental Quality Act, pursuant to Section 15321(a)(2), Title 14, California Code of Regulations.
13. Any person adversely affected by this action of the Regional Board may petition the State Water Resources Control Board (State Board) to review the action. The petition must be received by the State Board within 30 days of the date of this Order. Copies of the law and regulations applicable to filing petitions may be found on the Internet at [www.waterboards.ca.gov/centralvalley](http://www.waterboards.ca.gov/centralvalley) or will be provided upon request.

**IT IS HEREBY ORDERED THAT**, pursuant to Sections 13267 and 13304 of the California Water Code, Robert and Denise Stein shall cleanup the waste and abate the effects of the discharge and threatened discharge of waste, including earthen materials, soil, and sediment to waters of the state as follows:

1. Complete, forthwith but no later than 1 January 2007, corrective actions necessary to remove the sediment discharged from the Ice Pond to Big Grizzly Creek, including but not necessarily limited to, the following:
  - (a) Remove, as reasonable feasible, all fine grained sediment deposited from the Ice Pond for approximately 1/4 mile downstream to the rock diversion dam, including the sediment covering the intake to the Grizzly Ranch Golf Course.
  - (b) Operate the gate in the Ice Pond dam in a manner that prevents the downstream discharge of additional sediment currently residing below the high water line of the Ice Pond to Big Grizzly Creek.
  - (c) Prior to beginning remedial activities, notify Regional Board and California Department of Fish and Game staff by phone of the plan and time frame for beginning sediment removal activities.

(d) Provide Regional Water Board and California Department of Fish and Game staff access to areas of the property to conduct monitoring as needed during and after the implementation of your sediment removal project.

2. Submit by 1 February 2007, a written Completion Report describing what actions you have taken to comply with this order, including the methodology of cleanup, quantity of sediment removed from Big Grizzly Creek, and what actions are proposed to prevent a recurrence of a similar discharge. The Completion Report is to be prepared by a professional knowledgeable and experienced in stream restoration

3. Reimburse, if requested, the Regional Water Board for reasonable costs associated with oversight of actions taken in response to this Order. By 7 February 2007 submit the name and address to be used for billing purposes for oversight charges.

4. The Executive Officer may refer this matter to the Attorney General for judicial enforcement or issue a complaint for Administrative Civil Liability.

5. Failure to comply with a cleanup and abatement order or the dates specified may result in further enforcement actions, including actions under section 13350, 13385, and 13387 of the California Water Code, which allows for administrative civil liability up to a maximum of five thousand dollars (\$5,000) for each day of violation.

  
for Pamela C. Creedon  
Executive Officer

22 December 2006  
(Date)

PVW/sae

CAORD-2006-RobertSteinkelJop



# California Regional Water Quality Control Board Central Valley Region



Linda S. Adams  
Secretary for  
Environmental Protection

Redding Office  
415 Knollcrest Drive, Suite 100, Redding, California 96002  
(530) 224-1846 • Fax: (530) 224-1857  
<http://www.waterboards.ca.gov/centralvalley>

Arnold Schwarzenegger  
Governor

2 January 2007

Mr. Paul Aronowitz  
200 Auburn Folsom Road, Suite 305  
Auburn, CA 95603-5046

## CLEANUP AND ABATEMENT ORDER NO. R5-2006-0735, CLEANUP OF SEDIMENT FROM BIG GRIZZLY CREEK BELOW ICE POND DAM, PLUMAS COUNTY

We have received your letter dated 2 January 2007 containing your proposal to remove the sediment from the streambed below Ice Pond Dam in an effort to comply with Cleanup and Abatement Order No. R5-2006-0735.

In an effort to maintain operations of Lake Davis in a manner that will assure containment of the Northern Pike, stream flows from Lake Davis must be increased as soon as possible to prevent overtopping of the spillway later in the year. (Such a spill would allow for the release of Northern Pike downstream into Big Grizzly Creek and beyond with serious environmental results.) It is therefore, critical to initiate and complete removal of the sediment within the next several days.

Your proposal, while abbreviated due to time constraints, describes a process where the sediment contained within the watercourse will be removed with a excavator capable of reaching across much of the watercourse, thus limiting damage to the watercourse. A loader will be utilized to move the sediment to a containment pond approximately 300 feet away from the watercourse where the sediment will be contained. The sediment will be removed this summer after it has dried. We understand you are prepared to complete this sediment removal project within 2 or 3 days after approval and that such action on your part does not constitute an admission of responsibility for the initial sediment discharge. The Department of Water Resources has agreed to lower upstream discharges from Lake Davis, which will reduce stream flows and make it easier to remove the deposited sediment.

We therefore, have no objections to the proposed project and request it be implemented immediately. Upon completion of the project and in coordination with the Department of Fish and Game, we recommend several dump truck loads of clean washed gravel be applied to the impacted reach of the watercourse to help mitigate the damage caused by the sediment to spawning habitat. We also recommend that at an appropriate time when successful growth can be assured, willow cuttings be planted in areas along the bank in areas damaged by the removal equipment.

We have also been in contact with the Department of Fish and Game concerning any necessary permits they may require. According to Lieutenant Lisa Stone, a 1603 streambed alteration permit can be backdated at a later time after completion of the sediment removal project if deemed necessary.

There are also two options for dealing with the requirements of the U.S. Army Corps of Engineers for work in the watercourse. One option consists of using the Regional General Permit Number 60 for Repair and Protection Activities in Emergency Situations, which has already been certified by the State Water Resources Control Board. The other option may include obtaining a U.S. Army Corps of Engineers permit after-the-fact. Either option is feasible and Regional Board staff will work both with you and the Army Corps of Engineers in completing the necessary paperwork. Again, due to the urgent nature of the project, work need not be delayed as the appropriate permits can be obtained at a later date as necessary.

If you have any questions, please contact Phil Woodward at (530) 224-4853 or the letterhead address.



JAMES C. PEDRI, P.E.  
Assistant Executive Officer

PVW: sae

cc: Mr. Robert Stein, Penn Valley  
Mr. Maury Miller, Department of Water Resources, Oroville  
Mr. Pete Scheele, Department of Water Resources, Oroville  
Ms. Lisa Stone, Department of Fish and Game, Susanville  
Mr. Steve Ulrich, Department of Fish and Game, Portola  
Mr. Jerry Sipe, Plumas County Department of Environmental Health, Quincy  
Ms. Donna Lindquist, Grizzly Ranch Development, Portola

Unclassified Document/Correspondence, Final Mine/Phil Woodward/2007/Fourth Quarter/December/CA approval Robert Stein.doc

**Via Certified Mail**  
**Return Receipt Requested**

January 2, 2007

Northern District  
Department of Water Resources  
2440 Main Street  
Red Bluff, CA 96080  
ATTN: Bill Mendenhall

**Re: Walton Pond Dam Incident - Grizzly Ranch Development**

Dear Mr. Mendenhall:

I am writing to you in connection with the flooding of a portion of Big Grizzly Creek and inundation of Grizzly Ranch's recently completed intake/outflow pipelines which occurred in early December 2006. The flooding apparently resulted from high volume flows of Big Grizzly Creek water through the dam constructed on adjacent property. The flooding has resulted in the deposit of a large volume of sediment on portions of our pipelines that service our golf irrigation and waste water treatment/recycling facilities. This flooding and flood damage had nothing to do with our operations and we are requesting adequate assurances from the Department and any others involved that you will all work together promptly and take whatever action is necessary to have this matter addressed.

On or about December 7, 2006, we were initially advised by the California Department of Fish and Game ("DFG") that the Department of Water Resources (the "Department") had allowed one or more large flow releases to Big Grizzly Creek from Lake Davis and that these flows had deposited a substantial volume of sediment on our pipeline facilities, which are located just downstream of the Grizzly Ice Pond located on adjacent property immediately to the west of ours. The sediment appears to have originated from the low level outlet gate on the dam at the Grizzly Ice Pond, which was open due to recent repairs (the "Stein Property"). We understand the owner of the Stein Property previously arranged for a flow reduction from the Department in order to drain the pond as part of efforts to repair the gate.

It is our further understanding that:

- Sometime during the month of November the Department reduced the flow in Big Grizzly Creek upstream from the Grizzly Ice Pond dam to enable you to make the repairs or conduct the maintenance;
- The Department complied by reducing the flow from upstream Lake Davis into that portion of Big Grizzly Creek that is between the lake and the Stein Property;

Northern District

January 2, 2007

Page 2

- When the work was completed, the Department resumed flow into Grizzly Creek from Lake Davis, apparently at a substantially higher volume and flow velocity than was normal;
- At the time the Department released the high volume flow into Grizzly Creek, one of the flood gates on the Ice Pond dam was left open, such that the water flowing into the dam basin scoured the pond bottom and mobilized the sediments deposited there, sending a torrent of highly turbid water and sediment through the gate and downstream onto our intake/outflow pipelines; and
- The result was a substantial deposit of residual sludge and sediment within the creek which buried our intake/outflow pipelines.

We understand that the County, DFG, the Department and the Regional Water Quality Control Board ("RWQCB"), along with other state and local agencies are reviewing the facts and circumstances that led to this series of events and that there may be administrative or civil enforcement action taken against those determined to be responsible. We are cooperating and will continue to cooperate with these entities in their investigation.

While the events appear to have been unintended, we need prompt assurances from the Department that every effort will be made to promptly remove the accumulated sediments and otherwise restore and repair elements of our intake/outflow pipeline that were damaged. We understand it may take several weeks for the current investigation to be concluded, but we need to see that action, including sludge removal, will be taken and completed in advance of the irrigation season so that our pipeline system is restored no later than April 15, 2007.

We will defer plans to undertake any sediment removal or repair action for the time being, but we will have to do so if we do not receive adequate written assurance and commitment from the Department and/or those otherwise responsible to remove the sediment in a prompt and timely manner. Failing receipt of such assurances and commitment, we will have to commence the work ourselves and hold those responsible for costs incurred.

Please contact me (530-832-9617 x 1111) or Donna Lindquist (530-832-9617 x 1107) at your convenience if you have any questions or can provide us with additional information regarding the status of restoration and repair efforts.

Northern District

January 2, 2007

Page 3

Very truly yours,

Michael A. Mohler

cc: John DeMarco, Esq.  
Donna Lindquist

**Via Certified Mail**  
**Return Receipt Requested**

January 4, 2007

California Regional Water Quality Control Board  
Central Valley Division  
415 Knollcrest Drive, Suite 100  
Redding, CA 96002

Attn: Phil Woodward

**Re: Walton Pond Dam Incident - Grizzly Ranch Development**

Dear Mr. Woodward:

I am writing to you in connection with the flooding of a portion of Big Grizzly Creek which resulted in sediment inundating Grizzly Ranch's recently completed intake/outflow pipelines, as well as approximately 1,000 lineal feet of the creek itself. The flooding, which occurred last month, apparently resulted from high flows from Big Grizzly Creek through the Walton Ice Pond dam constructed on Robert and Denise Stein's property (the "Stein Property"). The result was a large volume of sediment deposited on portions of the pipeline that services our golf irrigation and waste water treatment/recycling facilities. This flooding and flood damage had nothing to do with our operations and we are requesting all involved parties that prompt action is taken to resolve this matter.

On or about December 7, 2006, we were initially advised by the California Department of Fish and Game ("CDFG") that the Department of Water Resources (DWR) had allowed one or more large volume flow releases to Big Grizzly Creek from Lake Davis and that these flows were responsible for the substantial volume of sediment deposited on our pipeline facilities, which are located just downstream of the Walton Ice Pond. The sediment appears to have originated from the low level outlet gate on the dam at the Walton Ice Pond, which was opened during recent repair authorized by the property owner. We understand the Stein Property owner previously arranged for a flow reduction from the Department in order to drain the pond as part of efforts to repair the gate.

It is our further understanding that:

- Sometime during the month of November the DWR reduced the flow in Big Grizzly Creek upstream from the Walton Ice Pond dam to enable the Stein Property's owner to make the repairs or conduct the maintenance;
- The DWR complied by reducing the flow from Lake Davis into that portion of Big Grizzly Creek that is between the lake and the Stein Property;

- Prior to repairs being completed, the DWR resumed flow into Grizzly Creek from Lake Davis, apparently at a substantially higher volume and flow velocity than was normal;
- At the time the DWR released the high volume flow into Grizzly Creek, the flood gate on the Walton Ice Pond dam remained open such that the water flowing into the dam basin scoured the pond bottom and mobilized the sediments deposited there, sending a torrent of highly turbid water and sediment through the gate and downstream onto our intake/outflow pipelines; and
- The result was a substantial deposit of residual sediment within the creek which buried our intake/outflow pipelines, rendering them non-operational.

We understand that the Regional Water Quality Control Board ("the Board") along with the Plumas County, CDFG, DWR along with other state and local agencies are reviewing the facts and circumstances that led to this series of events and that there may be administrative or civil enforcement action taken against those determined to be responsible. We are cooperating and will continue to cooperate with these entities in their investigation. We also understand that the Stein's have hired a contractor to begin removing sediment in Big Grizzly Creek between the Walton Ice Pond dam and the rock diversion dam below Grizzly Ranch's project as an emergency remedial measure but that the flood gate on the dam remains open at this time.

Though we are pleased to hear that remedial action is planned in the near future, Grizzly Ranch has several concerns that we would like to share with you regarding damages to our project and loss of beneficial uses from our facilities in the creek. These concerns are driven by our intention to exercise our surface water rights from Big Grizzly Creek in mid-April 2007 for golf course irrigation.

- 1) At the current time, our intake system is buried under 2-3 feet of sediment and it is not operational. Accumulated sediments need to be promptly removed and the geometry of the channel must be restored prior to April 2007 so we can repair and operate our system for irrigation purposes.
- 2) The existing intake/outflow pipelines and screen were damaged and will require repair or replacement prior to operation of our system. The pipeline from the discharge pipe in the creek to the valve near the pump will require flushing to remove entrained sediment.
- 3) Any changes in the channel geometry will require re-design of the intake/discharge pipeline system in response to changes in flow velocity in Big Grizzly Creek. The previous channel geometry was wide and relatively flat with low water velocities even during large flows when energy was dissipated in the adjacent floodplain as water overtopped the channel. A new flow regime will require larger and heavier materials to be fabricated and installed to withstand the higher flow velocities.

- 4) The loss of water transport capacity in this reach of the creek due to the sediment deposition may push a large volume of the flow out of the channel and onto the 100-year floodplain which could damage some of our equipment away from the channel and cause erosion. This is especially troublesome in anticipation of high flows from Lake Davis for the pike eradication project.
- 5) There is concern that continued operation of the Walton Ice Pond dam with the flood gate remaining open during the winter months will continue to allow sediment to discharge through the gate and into Big Grizzly Creek. This will exacerbate the existing sediment problem and may create an annual maintenance nightmare for Grizzly Ranch to unbury our pipeline system, further restricting beneficial uses.

We understand that the Board and the CDFG will oversee the dredging that will be undertaken by the Stein Family beginning January 5, 2007. We plan to visit the site to flag our facilities and to minimize the risk that the contractor will further damage our project during the dredging operation. We remain concerned that any residual sediment deposits allowed to remain in the stream channel upstream from the intake/discharge pipes will eventually be released and re-bury our system unless those sediment deposits are also removed as much as possible .

Please contact me (530-832-9617 x 1107) at your convenience if you have any questions or can provide us with additional information regarding the status of restoration and repair efforts.

Very truly yours,

Donna S. Lindquist  
Environmental Project Manager

cc: John DeMarco, Esq.  
Mike Mohler  
Brian Morris, Plumas County Flood Control Agency



## California Regional Water Quality Control Board Central Valley Region

Chairman Dr. Karl Longley



Linda S. Adams  
Secretary for  
Environmental Protection

Redding Office  
415 Knollcrest Drive, Suite 100, Redding, California 96002  
(530) 224-4845 • Fax (530) 224-4857  
<http://www.waterboards.ca.gov/centralvalley>

Arnold Schwarzenegger  
Governor

2 February 2007

Mr. Robert Stein  
c/o Walton's Grizzly Lodge  
510 West Main Street  
Grass Valley, CA 95945

### SEDIMENT REMOVAL FROM BIG GRIZZLY CREEK, CLEANUP AND ABATEMENT ORDER NO. R5-2006-0735, ICE POND ROAD PROPERTY, PORTOLA

Enclosed for your information are copies of two inspection reports concerning the discharge and cleanup of sediment in Big Grizzly Creek. The sediment was discharged from the Ice Pond dam on the Walton's Grizzly Lodge property in Portola and subject to Cleanup and Abatement Order R5-2006-0735 issued on 23 December 2006. The reports describe inspections conducted on 13 December 2006 and 8 & 10 January 2007 of the Ice Pond sediment discharge and removal activities.

As noted in the report describing the 8 & 10 January 2007 inspections, the cleanup of sediment appears to have been completed given the site conditions and timing of the increased flow releases from Lake Davis upstream of the site. We are hoping the high stream flows will remove any residual sediment from the water intake and discharge structures for the Grizzly Ranch development and the irrigation intake weir for the Sierra Health Foundation. Until it is apparent that these structures have been cleared of sediment and returned to the functional, pre-sediment condition, the Cleanup and Abatement Order will remain in effect. We hope a final determination can be made this spring or early summer.

We wish to take this opportunity to express our appreciation for you recognizing the necessity for the cleanup to be completed promptly and your decision to proceed with the cleanup even though you do not agree you are fully responsible for the discharge. Your decision resulted in removing the sediment from the watercourse in a very short time frame, thus preventing further damage to the downstream aquatic environment. We also wish to recognize the ability and care your contractor showed in minimizing the damage to the creek banks and riparian vegetation with the heavy equipment. We believe the vegetation should recover completely in the spring.

If you have any questions, please contact Phil Woodward of my staff at (530) 224-4853 or the letterhead address:

  
JAMES C. PEDRI  
Assistant Executive Officer

PVW: sae

cc w/ enclosures: See Attached List

California Environmental Protection Agency

 Recycled Paper

**COPY**

Law Offices of  
**ARONOWITZ & SKIDMORE, INC.**

Paul S. Aronowitz  
Lawrence E. Skidmore  
Andrew A. Harris  
Kellie A. Gruenefeldt  
Kathleen C. Lyon

A Professional Corporation  
200 Auburn Folsom Road, Suite 305  
Auburn, California 95603-5046  
(530) 823-9736 - Telephone (530) 823-5241 - Facsimile

Reply to:  
Paul S. Aronowitz  
aronowitz@asilaw.org

February 26, 2007

**VIA FACSIMILE ONLY**  
**530-224-4857**

Phil Woodward, Senior Engineering Geologist  
California Regional Water Quality Control Board

Re: Ice Pond to Big Grizzly Creek Cleanup and Abatement Order No. R5-2006-0735

Dear Mr. Woodward:

As you are aware, this firm represents the owners and tenants of the property upon which Ice Pond dam rests. I have reviewed the letter from James C. Pedri, Assistant Executive Officer, California Regional Water Quality Control Board, dated February 2, 2007, and to which your inspection report of the same date was attached. On behalf of my clients I would like to correct what we believe to be misstatements and omissions in your report. While we do not believe the misstatements or omissions were intended, we do see the need to set the record straight.

Our first comment is with regard to the second paragraph on page two of your report. That paragraph recants the events leading up to the repairs and DWR increasing flows in the stream leading to the pond and dam. What that paragraph fails to state is that on November 9, 2006, DWR called the owners about the resumption of the flows and that they would again be dramatically increased above the normal flows (approximately 10 times normal). In that conversation Jared Stein informed Maury Miller that the dam gate was not fixed, was being held open by come-a-longs, and the fix could not be completed by the intended release dates of November 14<sup>th</sup> and 15<sup>th</sup>.

Our next comment deals with your next paragraph recounting alleged comments by Mr. Stein. In the first place, during the November 9, 2007 phone conversation with Mr. Miller, Jared Stein informed him that the pond contained significant sediment and that the stream channel had been covered over. The information was made in hopes that DWR would hold back the increased flows for a day or two to allow my clients to complete the dam repairs. In response to Mr. Stein informing Mr. Miller of the status, Mr. Miller was silent for several seconds and then merely said the releases were planned and could not be changed. No one from DWR or Fish and Game ever came to look at the pond prior to the next set of flow increases that actually washed the sediment down stream.

Our last comment to your report deals with an alleged comment by Jared Stein that they, my clients, intended to leave the dam open through the winter to prevent sediment buildup behind the dam. Mr. Stein does not believe that was his comment. If he commented about leaving the

Phil Woodward  
California Regional Water Quality Control Board  
February 26, 2007  
Page 2

dam open at all, it would have been in relationship to relieving pressure on the dam due to the intended abnormally high release rates that DWR were going to pursue to help Fish and Game with the Pike problem.

It seems to me the entire incident is all part and parcel of the Pike eradication program and but for that program the incident involving the washing of silt into Grizzly Creek would not have occurred. As a result it is our position that if funds are available to compensate down stream owners for impacts of the Pike eradication program, my clients should be reimbursed for the expenses they incurred in the cleanup. Absent such a reimbursement they will have to consider seeking recovery from the responsible parties for the discharge in the first place.

If you have any further questions or comment to our comments please contact me.

Sincerely yours,

Aronowitz & Skidmore, Inc.



Paul S. Aronowitz

PSA\sw

cc: Bob Stein

M:\CORP\Walton's\RWQB\Woodward.Ltr 022607.doc

May 2, 2007

Mr. Phil Woodward  
Central Valley Regional Water Quality Control Board  
415 Knollcrest, Suite 100  
Redding, CA 96002

Fax (209) 478-0354  
Page 1 of 2

Phone (209) 956-0565 #8374E

**Subject: Grizzly Ranch – Stream Gauging for Grizzly Creek, NPDES No. CA0085162, Order No. R5-2005-0170**

Dear Mr. Woodward:

On behalf of Grizzly Ranch LLC and CSD, this letter documents our engineering inspection of the stream gauging station required under Board Order R5-2005-0170, General Provision I.10.j. This gauging station is to be installed within 90 days of effluent discharge to the creek and includes a pressure-activated water level transducer mounted on the intake pipe of the Grizzly Ranch raw water diversion to the irrigation pump station. The effluent diffuser pipe is located downstream of the raw water intake. Stream gauging would be accomplished by establishing a stage vs. flow curve with the cross-sectional dimensions at the intake location and calibrated with at least a low and high flow coming from Lake Davis Dam.

As the Board is aware, a major spill of sediment from the opening of the Ice Pond dam this winter resulted in significant changes to the stream conditions downstream of the dam, including the location of the Grizzly Ranch Effluent discharge diffuser and the raw water intake for the irrigation pump station.

Immediately after the sediment discharge, the entire reach of Grizzly Creek in the vicinity of the Grizzly Ranch raw water intake and effluent discharge locations were filled in with sediment, burying both the intake screen and the effluent diffuser pipe. Subsequently, the Ice Pond Dam owner dredged sediment from the reach of creek below the dam. However, inspection of the creek on April 18, 2007 revealed that a great deal of sediment remains in this reach and the cross-sections of the creek at the Grizzly Ranch raw water intake and effluent discharge locations are substantially reduced from their original dimensions when the facilities were constructed. The Ice Pond Dam's lower gate remains open and this limits the capacity of the dam to trap sediment coming downstream. However, it appears that most of the sediment remaining is from the original dam release.

Additionally, the large quantity of loose sediment in the original stream bed continues to move, causing the channel cross-section to change as scouring and deposition occur. Prior to the sediment spill, the stream cross-section at the proposed gauging station had a stream depth ranging from 2 to 3 feet as shown in Effluent Pipeline construction drawings Sheet C3. Now, even after the first round of dredging, this cross section is no more than 1 foot deep for most of its width, with deeper portions that shift with scour and deposition of the loose sediment.

These changed conditions make it highly unlikely that a stream gauge set up in this location can measure stream flow with an acceptable level of accuracy to meet the requirements of the Board Order General Provision I.10.j. Unless the streambed is restored to cross-sectional depths reasonably close to the pre-spill conditions, it is also unlikely that the newly constructed raw water intake screen will be useable, as large quantities of sand and sediment could not be prevented from passing through the screen and damaging the pumping facilities.

We do not believe that the dredging that has occurred so far has remediated the environmental damage caused by the sediment spill in the reach of Grizzly Creek below the Ice Pond Dam. What was once a deeper, slower moving reach of the creek is now much shallower, with higher stream velocities. With respect to General Provision I.10.j, we do not believe its requirements can be met with the creek in its present condition. We therefore request that the Board either take steps to ensure the creek is properly restored, or provide Grizzly Ranch CSD with some other means to comply with this provision.

Thank you for your attention to this matter. Grizzly Ranch looks forward to working with the Board to resolve this problem.

Sincerely,

Paul Rydzynski, P.E.  
Project Manager  
Environmental Water Division, N. Cal.

*PR/ml*  
Enclosures: (1)

August 31, 2007

Mr. Phil Woodward  
Central Valley Regional Water Quality Control Board  
415 Knollcrest, Suite 100  
Redding, CA 96002

Fax (530) 224-4857  
Page 1 of 2

Phone (530) 224-4845 #7466E

**Subject: Grizzly Ranch – Analysis of Sediment Deposits in Grizzly Creek After February 2007 Dredging of Sediment Discharged from Walton's Grizzly Lodge Ice Pond Dam per Abatement Order No. R5-2006-0735**

Dear Mr. Woodward:

On behalf of Grizzly Ranch LLC and CSD, this letter summarizes our analysis of sediment in Grizzly Creek after the Department of Water Resources (DWR) re-surveyed the Creek cross-sections at the locations of the Grizzly Ranch Effluent discharge diffuser and the raw water intake in June 2007.

As the Board is aware, a major spill of sediment from the opening of the Ice Pond dam in Walton's Grizzly Lodge occurred last winter that filled the creek below the dam with sediment for a downstream distance of at least 1000 feet. The Grizzly Ranch Effluent discharge diffuser and the raw water intake (T-screen) were buried in sediment and rendered unusable. In February 2007, Mr. Robert Stein of Walton's Grizzly Lodge had the Creek dredged per RWQCB abatement order R5-2006-0735. An inspection of the Creek by PACE in April 2007 revealed that significant quantities of the newly deposited sediment still remained in the Creek. We informed the Board of this in a letter to you dated May 2, 2007.

After the February 2007 inspection, a period of high flows occurred through the creek as a result of increased releases from Lake Davis dam. At Grizzly Ranch's request, DWR resurveyed Grizzly Creek cross-sections at the T-screen inlet location and the effluent outfall location last June. These cross-sections had been surveyed as part of the design effort for the Grizzly Ranch Effluent diffuser and the raw water intake prior to the sediment spill incident. Grizzly Ranch wanted to determine how much sediment deposited from the Ice Pond dam spill still remained in the creek. DWR resurveyed each cross-section, taking soundings of the "soft" bottom profile, and also using probes to delineate the "hard" bottom profile. The top center line of the T-screen intake was used as a benchmark with an established elevation of 4,908.58 feet above msl.

Attached Figure 01 shows the cross section of the creek at the intake T-screen. Figure 02 shows the cross section of the creek at the outlet, or effluent pipe diffuser. On each figure, the profile line labeled "Existing Creekbed" was the bottom of the creek surveyed when the inlet and outlet pipes were constructed. The profile line labeled "Surveyed Soft Bottom of Creek" is the bottom that existed in June 2007 when surveyed by DWR. The line labeled "Surveyed Hard Bottom" was also surveyed by DWR in June 2007.

To obtain some idea of how much sediment from the Ice Pond dam spill remains in this section of Grizzly Creek, the cross-sectional area between the "Surveyed Soft Bottom of Creek" and the former "Existing Creekbed" were calculated. These are shown on the intake pipe cross-section, Figure 01 as 23.4 sq ft and on the outlet pipe cross-section, Figure 02 as 32.7 sq ft. The distance along the creek between these two profiles is 15.5 feet. Using the "average end" method of calculating fill, this equates to approximately 1.04 cubic yards (CY) of in-place additional sediment remaining per linear foot of Creek in this section of the creek. Upon inspection, it appears that the higher flow rates in the creek from increased releases from Lake Davis dam resulted in the new sediment being pushed toward the west bank of the creek in the vicinity of the Grizzly Ranch inlet and outlet pipes. This is shown clearly in Figure 01 and indicates that the creek at this cross section has actually been reduced in width by the sediment.

Grizzly Ranch CSD has water rights on Grizzly Creek that continue to be threatened by the presence of this extra sediment which can clog or bury the intake. The location and construction of this intake were reviewed and approved by all the agencies involved. To reduce the threat of sedimentation rendering the intake unusable, we believe that additional dredging of the creek in the vicinity of the intake is necessary, and this dredging should extend at least 250 feet upstream and 250 feet downstream of this location. If the additional dredging could somehow restore the original Creek bottom contours, this would equate to roughly 500 CY of in-place material removed using the numbers calculated above. In practical terms, it is likely that dredging would flatten the creek bottom somewhat, and actual in-place volume of material removed could be closer to 1,000 CY.

A flow outage at Lake Davis is scheduled for mid-September for the Pike Eradication Project, resulting in very low flow by the Grizzly Ranch intake and outfall pipes. This presents a timely opportunity to re-dredge this stretch of the creek with minimum environmental impacts, since much of the creekbed shown in the attached figures will be above water.

There is also the issue of large deposits of loose sediment piled up around the base of the Ice Pond dam as a result of the sediment release at the beginning of this year. We do not have any way of estimating how much sediment remains there, but this remains a source of sedimentation, especially during high Creek flows or precipitation runoff that could threaten Grizzly Ranch's water rights, as well as impact the creek ecosystem downstream of the dam.

Thank you for your attention to this matter. Grizzly Ranch looks forward to working with the Board to resolve this problem.

Sincerely,



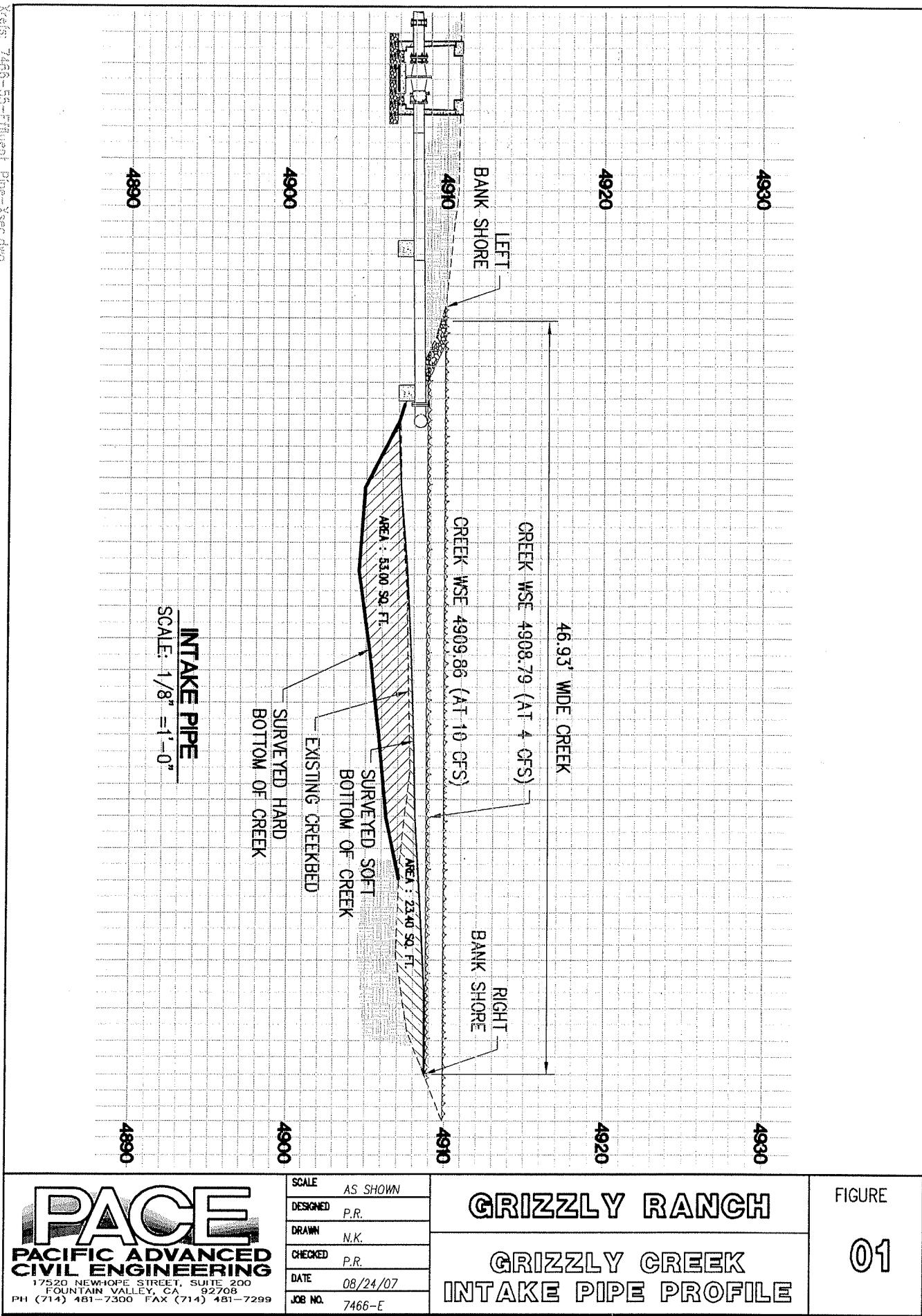
Paul Rydzynski, P.E.  
Project Manager  
Environmental Water Division, N. Cal.

PR/ml

Enclosures: Grizzly Creek survey cross sections, Figures 01 and 02

cc: Maury Miller, CA-DWR  
Donna Lindquist, Grizzly Ranch  
Jim Hiemstra, Grizzly Ranch





Rev: 7468-55-Effluent\_Pipe-Xsec009  
W:\7468\Engineering\7468-55 (Additional Infrastructure)\sheets\Effluent Pipeline\Exhibit\7468-EXHIBIT-INTAKE-pipe.dwg - Tab: Layout1 By: nkakade on Aug 24, 2007 at 03:03 PM

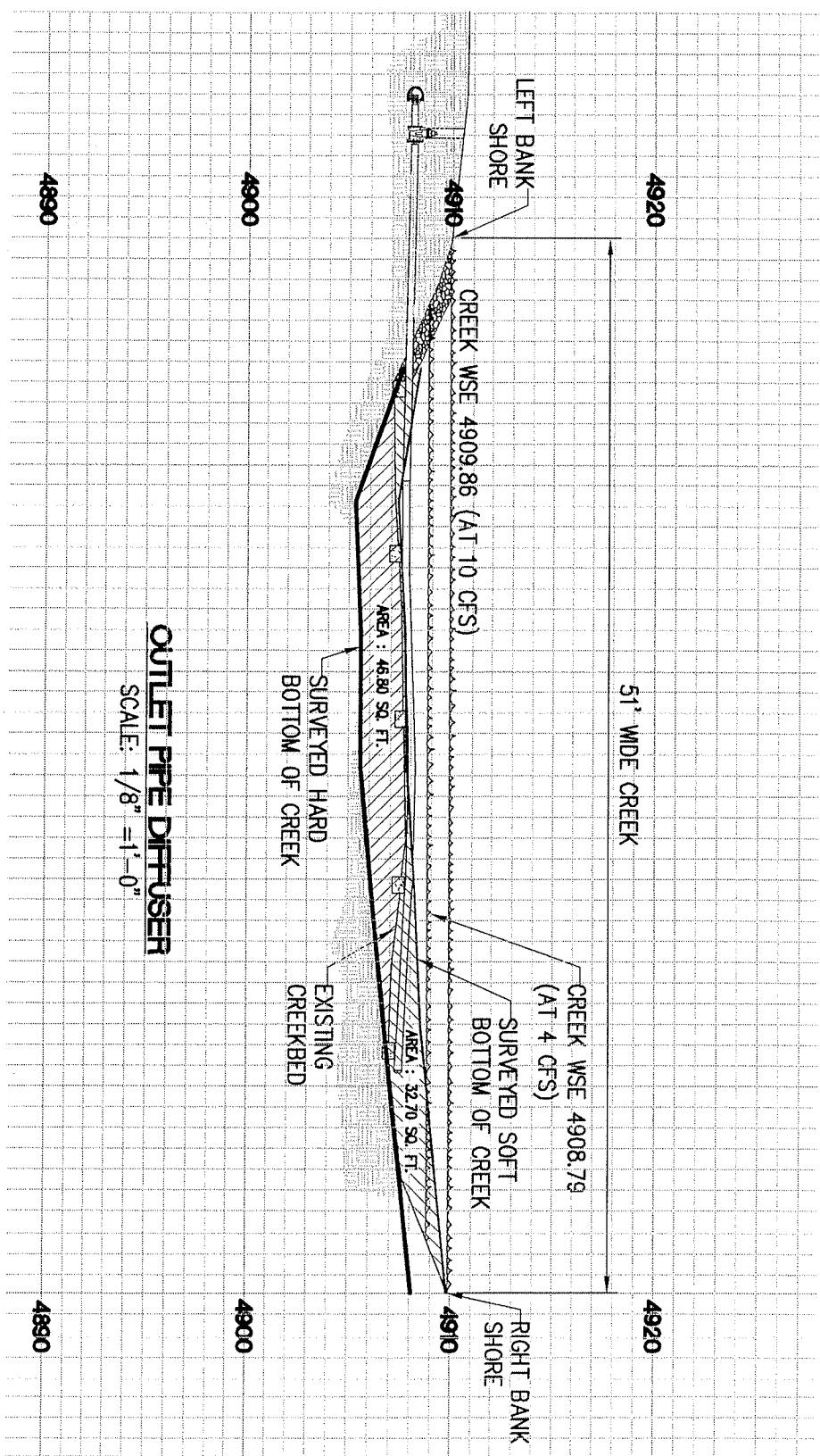
SCALE	AS SHOWN
DESIGNED	P.R.
DRAWN	N.K.
CHECKED	P.R.
DATE	08/24/07
JOB NO.	7466-E

# GRIZZLY RANCH

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## GRIZZLY CREEK INTAKE PIPE PROFILE

# FIGURE 01



**PACE**  
PACIFIC ADVANCED  
CIVIL ENGINEERING  
17520 NEWHOPE STREET, SUITE 200  
FOUNTAIN VALLEY, CA 92708  
PH (714) 481-7300 FAX (714) 481-7299

**GRIZZLY RANCH**  
**GRIZZLY CREEK**  
**OUTLET PIPE PROFILE**

FIGURE  
**02**

SCALE	AS SHOWN
DESIGNED	P.R.
DRAWN	N.K.
CHECKED	P.R.
DATE	08/24/07
JOB NO.	7466-E



lc

## PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

### OPERATIONS DIVISION

#### AGENDA REQUEST

for the July 15, 2014 meeting of the FC&WC District Governing Board

July 7, 2014

To: Honorable Governing Board

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

Subject: Authorize Chair to sign a letter to the State Water Resources Control Board in regard to a Proposal to Construct a New Water Line in Plumas County between the Grizzly Valley CSD and the Grizzly Valley Pipeline; discussion and possible action.

#### BACKGROUND

On June 24, 2014, at the suggestion of staff from the California Department of Public Health (“CDPH”), a meeting was assembled in the conference room of Public Works in Quincy to discuss and consider a proposal to construct a new water line between the water system operated by the Grizzly Lake Community Services District (“GLCSD”) and the Grizzly Valley Pipeline (“GVP”). Representatives were present from the following agencies: CDPH, GLCSD, the City of Portola (“City”) and the Plumas County Flood Control and Water Conservation District (“Flood Control”).

The CDPH has determined that one of the existing source wells in the water system operated by the GLCSD has experienced unacceptable levels of uranium. Closure of 1 of the GLCSD’s 2 wells will result in insufficient water quantity for the system, especially during summer time peak demands.

The CDPH has identified a proposed solution for the GLCSD water system. The proposal involves the construction a new water line, approximately 4,100 linear feet in length between GLCSD and the GVP. The project cost is presently estimated to be \$400,000.

The proposal involves a GLCSD new water line connection directly to the GVP, which is located downstream of the Lake Davis Water Treatment Plant (“LDWTP”). The GVP contains only water that has been treated at the LDWTP. As such, in addition to the cost of water, there is also a cost involved with treatment of the water. The City incurs the present cost of treating water at the LDWTP. Thus, there would be a need for the City and the GLCSD to reach agreement as to the fair share cost of supplying the treated water to the GLCSD.

In conjunction with the proposed solution, CDPH has also identified a grant funding program – administered by the State Water Resources Control Board – in which the proposed project appears to be eligible for consideration.

Based on needed water usages, the City of Portola presently receives sufficient water volumes to be able to provide water to GLCSD. In other words, in regard to water from State Water Project, the GLCSD will be a customer of the City of Portola, not a customer of the Flood Control District.

Recognizing that the ownership of the LDWTP (as well as transfer of the maintenance responsibility of the GVP) is presently in progress and is expected by Flood Control staff to be completed long before any new water transmission line is constructed by the GLCSD, there does not appear to be a need for the Plumas Control Flood Control and Water Conservation District to enter into any formal agreement between the Flood Control District and the City of Portola and/or the GLCSD.

Nevertheless, the CDPH has requested that the Plumas Control Flood Control and Water Conservation District sign a letter to the State Water Resources Control Board acknowledging that the proposal is a City decision and that the Flood Control and Water Conservation District (as the present owner of the LDWTP) has no objection to the proposed project.

Attached is a copy of meeting notes from the June 24, 2014 meeting referenced above.

Attached is a draft letter, submitted for consideration by the Governing Board of the Flood Control District.

#### **RECOMMENDATION**

District staff respectfully recommends that the Governing Board vote to authorize the Chair to sign a letter to State Water Resources Control Board; see attachment.

MEETING NOTES DURING THE JUNE 24, 2014 MEETING  
TO DISCUSS A CONCEPTUAL PROPOSAL TO CONSTRUCT A NEW WATER LINE  
BETWEEN THE DELLEKER WATER SYSTEM AND THE CRIZZLY VALLEY PIPELINE  
IN PLUMAS COUNTY

On June 24, 2014, at the suggestion of staff from the California Department of Public Health, a meeting was assembled in the conference room of Public Works in Quincy.

The meeting began at about 10:00 AM.

The following individuals were present:

California Department of Public Health (CDPH)

Mike McNamara

Steve Watson

City of Portola (City)

Robert Meacher

Todd Roberts

Grizzly Lake Community Service District (GLCSD)

Larry Terrill

John Streeter (arrived at 10:35 a.m.)

Plumas County (County)

Terry Swofford

Jerry Blinn

Bob Perreault

The primary purpose of the meeting was to explore the possibility of a joint effort by the City of Portola and the Grizzly Lake Community Services District in regard to a recent proposal set forth by the California Department of Public Health. The proposal identified by CDPH involves the construction of 4,100 LF new water line between the vicinity of the Grizzly Valley Pipeline "vault" at Willow Springs and the existing water system at GLCSD-Delleker, i.e., in the vicinity of the existing GLCSD wells.

Before focusing on the primary purpose of the meeting, one aspect of the Lake Davis Water Treatment Plant (LDWTP) construction project close-out was discussed. The necessity of submitting a copy of a LDWTP "Operations Manual" was discussed by CDPH, City and County. (Note: Apparently, the US Army Corps did not previously transmit such a document to either the City or the County. Accordingly, the City and County believed that acquisition of an "Operations Manual" from the Contractor was unlikely.) As an

alternative, Steve Watson stated that a manual could be created in-house. Robert Meacher discussed the cost of having a consultant prepare the cost of having a consultant prepare the manual, but queried who would pay. CDPH agreed to forward a template document for use by the City and County.

Robert Meacher identified the topic of high cost of water. Steve Watson stated the Medium Household Income (MHI) is used and that the State considers 1.5% MHI to be the "affordable" threshold for the district.

The State considers \$42.50/month to be the maximum cost per month in order to satisfy the "affordability criteria" for the grant program. Delleker customers currently pay about \$37 each month for their monthly water bill.

Uranium levels are the primary issue of concern at the wells.

GLCSD-Delleker has two (2) wells and one (1) spring, thus:

Fillipini Springs

Well #1

Well #2

The Fillipini Springs water source is located on the north side of the CSD service area. This is apparently the oldest component of the water system and age has caused the water pipes to be of questionable use or durability. The quantity of the system is not sufficient to be an adequate alternate source of water, with the elimination of one of the other wells.

The 2 wells listed above are located near the south side of the service area, about 50 feet apart.

Steve diagramed the Willow Springs/Vault connections on the conference room whiteboard.

(Note: John Streeter arrived at the meeting at about 10:25 AM.)

The proposed, new water line will be 4,100 LF in length and the State estimated the pipeline construction cost at \$72/LF. The application for grant funds has requested \$400,000 for project costs.

The location of the proposed, new water line is – in part – on Plumas National Forest property, thus requiring a USFS Special Use Permit. The location of the proposed, new water line would also be over an existing, unpaved roadway. However, there were discussions in regard to ownership of that roadway, prescriptive roadway uses, etc. There are positive reasons associated with the placement of the new water line on USFS property, including: 1., the water

system would be operative without construction of a booster pump station, and 2., it is expected that there would be limited right-of-way acquisition costs.

If funds are granted for the proposed project, the GLCSD will have 1 year to design the project and award a construction contract. Thereafter, the construction phase would be 2 years.

Application for the grant funding has been submitted and the funding agency – State Water Resources Control Board (SWRCB) – has given CDPH a favorable reaction to the concept. However, time is of the essence.

Updating the Fillipini water line does not result in sufficient GLCSD water needs.

City Needs:	785,000 gallons/day
Delleker Needs:	95,000 gallons/day

Delleker needs to replace the Well #2 source during summertime needs. The Fillipini Springs source is insufficient. Thus, upgrading Fillipini Springs is not a solution.

Delleker needs additional water for its system only between May and October, annually.

The City and GLCSD agreed that the design size of the new water transmission line needs to be adequate to replace both Well 1 and Well 2 in the event that both wells become unacceptable to the State in the future.

There were additional conceptual discussions about connecting Fillipini Springs and Willow Springs.

The immediate need to firm up a conceptual agreement today will result in establishing the groundwork for a proposed formal agreement between the City and GLCSD that results in an affordable water supply and commits to the construction project.

The cost of treating water was then discussed by both the City and the GLCSD.

Different rate structures were discussed. It was noted that GLCSD uses 11% of the water.

Proposition 218 requirements are in play for the GLCSD.

During the meeting, the City and GLCSD agreed to start discussions at \$500 per acre foot.

The Flood Control staff was requested to review the existing Flood Control contracts, agreements and service area maps in order to ascertain that the City does indeed have the right to sell water to the GLCSD. State Water Project contract entitlements from the Flood Control District were summarized as follows:

1,350 acre feet	entitlement of the City
200 acre feet	entitlement of the Grizzly Ranch Subdivision
60 acre feet	entitlement of the GLCSD

The State representatives inquired as to the status of the proposed transfer of LDWTP ownership from the Flood Control District to the City. Bob Perreault stated that no known "deal breakers" exist at this time.

The State representatives requested that the Flood Control District write a letter that acknowledges that the proposal is a City decision and that the Flood Control District (as the present owner of the LDWTP) has no objection to the proposed project.

The City and GLCSD need a formal agreement to be created and executed between the necessary parties, ASAP. Robert Meacher will include consideration of this matter on the July 9<sup>th</sup> Agenda of the Portola City Council.

Staff from the State Water Resources Control Board that is active with this proposal includes:

Steve Westhoff, Legal  
Connie Mitterhofer, Project Manager for the funding program

Summary: 10-15 million gallons of water is needed annually by GLCSD from the City.

Bob Perreault will inform Mike and Steve of the contact information for the appropriate USFS individuals.

The State representatives will contact USFS officials as it is anticipated that the proposed project will require a permit from the Plumas National Forest.

Bob Perreault was requested to inquire of Planning Director Randy Wilson if there are any County permits necessitated by this proposal or if there are any zoning restrictions.

The meeting adjourned at 12:10 PM.

Following the conclusion of the meeting, Bob Perreault submitted copies of the following water contracts to the State representatives:

"Amended and Restated Contract Between Plumas County Flood Control and Water Conservation District and City Of Portola For A Municipal Water Supply," - April 9, 2007

"Amended and Restated Contract Between Plumas County Flood Control and Water Conservation District and Grizzly Lake Resort Improvement District For A Municipal Water Supply," - April 9, 2007

"Contract For A Water Supply Between Plumas County Flood Control and Water Conservation District and the Founders at Grizzly Ranch, LLC and Grizzly Creek Golf, LLC," - November 14, 2000

Notes prepared by:

Bob Perreault

July 3, 2014



## PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

July 15, 2014

**D R A F T**

Connie Mitterhofer, Project Manager  
State Water Resources Control Board  
1001 I Street  
Sacramento, CA 95814

RE: Proposed New Water Line Project for the Grizzly Lake CSD Water System  
Application for Grant Funding for GLCSD

Dear Ms. Mitterhofer:

The Governing Board of the Plumas County Flood Control and Water Conservation District submits this letter as the owner of the Lake Davis Water Treatment Plant as well as administrator of the County's share of the water distributed pursuant to contracts of the State Water Project.

The comments in this letter are submitted with the understanding that the transfer of property rights (ownership) of the Lake Davis Water Treatment Plant and as well as transfer of the maintenance responsibilities associated with the Grizzly Valley Pipeline is presently in progress and is expected to be completed long before the construction of the proposed new pipeline.

Accordingly, the Governing Board acknowledges that the subject project proposal requires a formal water usage agreement between the City of Portola and the GLCSD. The Flood Control and Water Conservation District has no objection to the proposed project.

Very truly yours,

Jon Kennedy, Chair  
Governing Board

GRIZZLY 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, GRCSD*

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## **AGENDA REQUEST**

For the July 15, 2014 Meeting of the Plumas County Board of Supervisors

July 8, 2014

To: Honorable Governing Board

From: Robert Perreault, Manager, GRCSD 

Subject: Authorize \$4,000 in Supplemental Revenue to pay for unanticipated expenses that occurred in FY 2013/14

### **Background:**

During Fiscal Year 2013/14, Grizzly Ranch CSD has had some unanticipated occurrences that required additional work and review from Engineering Department staff. These expenditures require payment in the current 2013/14 Fiscal year.

The GRCSD has received \$81,000 in unanticipated revenue during this fiscal year from previously uncollected water and sewer fees, which is sufficient to cover the cost of the necessary supplemental budget.

### **Recommendation:**

It is respectfully requested that the Board authorize an additional \$4,000 be budgeted to the respective accounts for FY 2013/14

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

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

Department: Grizzly Ranch CSD

Dept. No: 26223

Date 7/8/2014

The reason for this request is (check one):

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**

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

Fund #                    Dept #                    Acct #                    Account Name                    \$ Amount

## TRANSFER TO OR

## SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

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

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

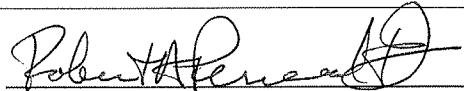
A) Transfer unanticipated revenue to Engineering Department to cover additional staff time for FY 2013/14

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

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

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

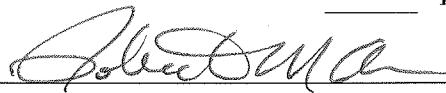
Approved by Department Signing Authority:



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.



4A

## 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

### AMENDED

### MEETING MINUTES

#### **REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JUNE 10, 2014**

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### STANDING ORDERS

10:00 A.M.



#### CALL TO ORDER/ROLL CALL

**Present:** Supervisor Swofford, Supervisor Simpson, Supervisor Thrall, Supervisor Kennedy, Supervisor Goss.



#### PLEDGE OF ALLEGIANCE

Supervisor Goss leads the Pledge of Allegiance.



#### ADDITIONS TO OR DELETIONS FROM THE AGENDA

None



#### PUBLIC COMMENT OPPORTUNITY

Pastor George Tarleton of the First Baptist Church offers a prayer.

Pete Dryer, representing the Plumas County Museum Board of Directors gives a report and update on activities of the Plumas County Museum.

Larry Douglas comments on a recent "Letter to the Editor" by Nancy Lund of Greenville.



#### DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Dan Prince, Acting Chief Probation Officer introduces Shelly Evans, Fiscal Officer and welcomes her to the Probation Department.

## ACTION AGENDA

### 1. **ALCOHOL & OTHER DRUG SERVICES** - Louise Steenkamp

Consider request to appropriate \$29,075 from the General Fund Contingency to offset the overhead allocation for Alcohol & Other Drug Services 70580/48211 for FY 2013-2014. Discussion and possible action. **Four/fifths required roll call vote**

**Motion:** approve request to appropriate \$29,075 from the General Fund Contingency to offset the overhead allocation for Alcohol & Other Drug Services 70580/48211 for FY 2013-2014, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Swofford.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Goss, Supervisor Kennedy, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

### 2. BOARD OF SUPERVISORS

#### A. **CONTINUED PUBLIC HEARING** from June 03, 2014: 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 event:

- **"Priceless" – July 04-06, 2014**

This matter is continued from June 03, 2014 for further consideration following receipt of a plan for emergency medical services. Today, there is no plan in place for emergency medical services for the subject music festival. Richie Folen, Belden Town Resort staff informs the Board they are working with a company to have an ambulance on site during the event but that commitment has not been secured.

Representative of High Rock Security and provider of licensed security for the event address the Board in support of the promoters of the subject music festival "Priceless".

Sheriff Greg Hagwood is present and informs the Board that there are very serious problems with outdoor music festivals being held at Belden Town Resort. The problems are above and beyond a plan for emergency medical services. Sheriff Hagwood informs the Board that he lost confidence in the promoters and attendees of music festivals held at Belden Town Resort.

There being no further comment, the public hearing is closed and before the Board for decision.

Discussion is held regarding a need to revise Ordinance 02-967 to amend the current timelines for scheduled public hearings.

Following further discussion, **Motion:** approve 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 event:

- **"Priceless" – July 04-06, 2014**

**subject to a secure plan for emergency medical services including license and certifications of two EMT's, and if an ambulance is available that the information of the ambulance be provided licensed a certified ambulance on site during the subject event, Action: Approve, Moved by Supervisor Thrall, Seconded by Supervisor Swofford.**

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Goss, Supervisor Kennedy, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

B.    Report and update by Susan Scarlett, Budget Consultant on the FY 2013-2014 Budget and year-to-date actuals. Discussion and possible action

### **Facility Services**

Discussion is held regarding capital improvement projects included in the Facility Services budget. Many of the projects are deferred from year-to-year due to costs associated with the projects. Dony Sawchuk, Director of Facility Services is concerned that if the projects keep being deferred, there may be additional costs due to deterioration, etc. The Board agrees to look at all projects proposed at their regular meeting of June 17, 2014.

C. Report and update by Susan Scarlett, Budget Consultant on the FY 2014-2015 Budget preparation/process. Discussion, possible action and/or direction to staff

D. Appointments

#### **FISH & GAME ADVISORY COMMISSION**

Appoint Jim Pleau to the Plumas County Fish & Game Advisory Commission to replace Paul Garrido representing District 3

**Motion:** Appoint Jim Pleau to the Plumas County Fish & Game Advisory Commission to replace Paul Garrido representing District 3, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

Motion passed unanimously.

### **3. 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.

**Motion:** Approve the following consent agenda matters as submitted, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Goss, Supervisor Kennedy, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

#### **A. INFORMATION TECHNOLOGY**

Authorize payment of software support fees to High Desert Microimaging of \$10,552.73 without a contract

#### **B. WALKER RANCH COMMUNITY SERVICES DISTRICT**

**Sitting as the Walker Ranch CSD Governing Board:** approve Addendum No. 6 to the existing contract between Walker Ranch CSD and Fruit Growers Lab, Inc. not to exceed an additional \$5,000; and authorize the Manager to sign. Approved as to form by County Counsel

#### **C. FLOOD CONTROL & WATER CONSERVATION DISTRICT**

**Sitting as the Flood Control & Water Conservation District Governing Board:** approve and authorize the Co-Manager to sign Professional Services Contract between Plumas County Flood Control District and Uma Hinman Consulting for Integrated Water Management Plan Update for the Upper Feather River Watershed. Approved as to form by County Counsel

#### **4. 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 Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code Section 54956.9 (Workers Compensation Case No. TIBD-362810)
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Real Property Negotiators, Plumas County Sheriff and County Counsel concerning price, terms of payment (100 Trilogy Lane, Quincy, California)
- E. Personnel: Public employee performance evaluation – County Counsel

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

- 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  
**There was no reportable action taken.**
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code Section 54956.9 (Workers Compensation Case No. TIBD-362810)  
**There was no reportable action taken.**
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9  
**This matter was not addressed.**
- D. Conference with Real Property Negotiators, Plumas County Sheriff and County Counsel concerning price, terms of payment (100 Trilogy Lane, Quincy, California)  
**There was no reportable action taken.**
- E. Personnel: Public employee performance evaluation – County Counsel  
**There was no reportable action taken.**

##### **ADJOURNMENT**

Adjourn meeting to Tuesday, June 17, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.

I, NANCY L. DAFORNO, CLERK OF THE BOARD DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID MEETING OF THE PLUMAS COUNTY BOARD OF SUPERVISORS HELD ON JUNE 10, 2014 ARE CORRECT AS RECORDED.

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Nancy L. DaForno, Clerk of the Board



4B

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

**Dony Sawchuk**  
Director

Board Date: **July 15, 2014**

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

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

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### Background

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

4c

## Services Agreement

This Agreement is made as of July 8, 2014, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Office of the Auditor (hereinafter referred to as "County"), and Rodney Craig Goodman, Jr., an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty Thousand and No/100 Dollars (\$60,000.00).
3. Term. The term of this agreement shall be from July 1, 2014 through June 30, 2015, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

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

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

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:

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

Contractor:

Rodney Craig Goodman Jr., CPA  
8830 Elk Grove Blvd.  
Elk Grove, CA 95624

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.

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

**CONTRACTOR:**

Rodney Craig Goodman Jr.,  
an individual

**COUNTY:**

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

By: \_\_\_\_\_  
Name:  
Title:  
Date signed:

**APPROVED AS TO FORM:**

Plumas County Counsel

By: *Stephen J. Marshall, Deputy* 7/7/14  
R. Craig Settemire  
County Counsel

SM COUNTY INITIALS

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

## **EXHIBIT A**

### **Scope of Work**

- Assist the Auditor-Controller's Office in creating and maintaining a year-end closing process.
- Assist the Auditor-Controller's Office in providing year-end training to departments that will facilitate the year-end data collection and verification process.
- Assist the Auditor-Controller's Office to identify, compile, and record all closing entries while maximizing the use of the County of Plumas' accounting system data for the preparation of full disclosure financial statements for FY 2013-2014 in compliance with generally accepted accounting principles.
- Provide general training to staff of the Auditor-Controller's Office on year-end closing, reporting and other processes.
- Other professional services as mutually agreed upon between Contractor and County.

**EXHIBIT B**

**Fee Schedule**

Total compensation under this Agreement shall not exceed Sixty Thousand and No/100 Dollars (\$60,000.00).

Contractor shall charge \$200 per hour for services provided under this Agreement, inclusive of all expenses unless expressly authorized by County in writing prior to the occurrence of such expense.

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



# Office of the Sheriff

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

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GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** July 1, 2014  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood A handwritten signature of Sheriff Greg Hagwood in black ink.  
**RE:** Agenda Items for the meeting of July 15, 2014

**It is recommended that the Board:**

Authorize the Sheriff to hire four Correctional Officers to back-fill four vacancies.

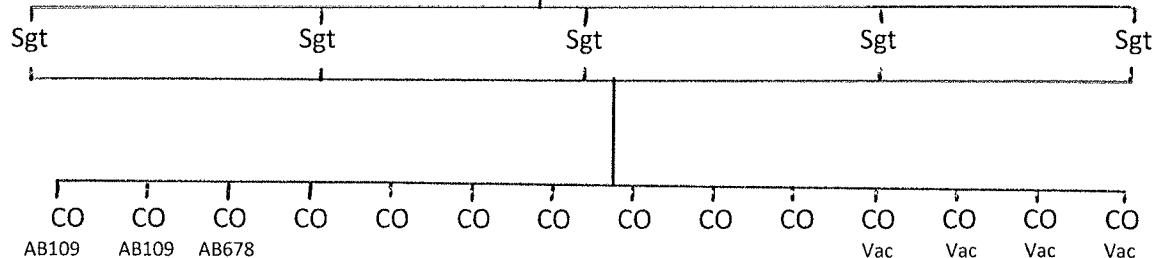
**Background and Discussion:**

For the past several months the Sheriff's Office has conducted recruitment tests to establish a hiring list for the position of Correctional Officer. These positions have remained vacant due to recruitment issues.

With four recruitment candidates' backgrounds nearing completion and operating under the Federal Consent Decree, it is imperative to return the correctional staff to full strength.

These positions are allocated and funded in the 2014-2015 budget.

Jail Commander





4E

## PLUMAS COUNTY COORDINATING COUNCIL

### AGENDA REQUEST

for the July 15, 2014 Meeting of the Plumas County Board of Supervisors

July 7, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Chair, PCCC

Subject: Consideration of PCCC Recommendation on the matter of a New Rule, proposed by the Forest Service on 6/18/2014, pertaining to "Use by Over-Snow Vehicles (Travel Management Rule – Subpart C)"; discussion and possible action.

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

### Background:

Beginning on Page 34678 of the *Federal Register* / Vol. 79, No. 117 / Wednesday, June 18, 2014 / Proposed Rules, the USFS has published a proposed notice of a proposed rule pertaining to amendment of the agency's existing Travel Management Rule on Subpart C, Over-Snow Vehicle (OSV) use.

Consistent with a court order on March 29, 2013, the U.S. Forest Service (USFS) is proposing to amend the agency's existing Travel Management Rule (TMR) to require designation of National Forest System (NFS) roads, NFS trails, and areas on NFS lands where over-snow vehicle (OSV) use is allowed, restricted, or prohibited. Under the amended TMR, Subpart C, the responsible official could establish a system of routes and areas where OSV use is prohibited except where allowed or a system of routes and areas where OSV use is allowed unless prohibited. The proposed rule would continue to exempt OSV use from Subpart B of the TMR, which provides for designation of a system of routes and areas where motor vehicle use is allowed and prohibits motor vehicle use off the designated system.

Agenda Request for July 15, 2014 BOS Meeting

Consideration of PCCC Recommendation the New Rule pertaining to Over-Snow Vehicles

July 7, 2014

Page 2

Following are internet links to the proposed rule, as proposed by the Forest Service on June 18, 2014:

<http://www.gpo.gov/fdsys/pkg/FR-2014-06-18/pdf/2014-14273.pdf>

<https://www.federalregister.gov/articles/2014/06/18/2014-14273/use-by-over-snow-vehicles-travel-management-rule>

The proposed rule came to the attention of the Chair of Plumas County Coordinating Council (PCCC) on June 27, 2014. However, the next available meeting of the PCCC is not scheduled until July 10, 2014.

Consideration of the proposed new rule has been included on the Agenda of the Coordinating Council meeting scheduled for Thursday, July 10, 2014.

Comments must be received by the USFS on August 4, 2014. However, the last available regular meeting of the Board of Supervisors – before the August 4, 2014 submittal deadline – is July 15, 2014.

It is anticipated that the PCCC will submit a specific recommendation on this matter to the Board of Supervisors. Once that recommendation is finalized on behalf of the PCCC, it will be submitted to the Clerk of the Board of Supervisors and available for review by the public during normal business hours. It will also be distributed at the meeting of the Board of Supervisors, scheduled for July 15, 2014.

**Recommendation:**

To be established by the PCCC during its meeting scheduled for Thursday, July 10, 2014.

# PLUMAS COUNTY PLANNING & BUILDING SERVICES

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

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



**Date:** July 8, 2014

**To:** Honorable Chair and Board Members of the Plumas Board of Supervisors  
**From:** Randy Wilson, Planning Director and Co-Manager Plumas County Flood Control and Water Conservation District  
**Subject:** Discussion and consideration of Water Program Oversight by the Board of Supervisors with possible appointment of Board members to various Water Program elements.

## Background:

Urgent drought conditions and ongoing Water Program responsibilities require new levels of policy direction from the Board of Supervisor to staff assigned to various Water Program tasks. Staff finds the need to confer with designated Board of Supervisors as leads for specific Water Program areas in order to be responsive and accountable in a rapidly changing Water policy and legislation environment- a chronic water shortage situation has accelerated into crisis shortages in some areas of the state with the most extreme drought conditions.

Drought charged water issues such as a possible water bond for the 2014 November ballot, upcoming federal and state drought legislation, the Bay-Delta Conservation Plan Draft EIR and Tunnels Project, and an onslaught of other drought actions and programs by numerous state and federal agencies will require local attention, coordination, and compliance.

This proposal requests appointment of individual Board Members by the full Board of the Board of Supervisors to be "lead contacts" for Department Heads and staff for specific Water Program areas. The lead Board of Supervisor designee for each Water Program area will be responsible for being the "point of contact" for staff. The Board of Supervisor designee will determine when water policy issues or actions are ripe for consideration by the full Board of Supervisors at a scheduled Board meeting.

## Water Program Areas

### 2014 Drought:

#### **Drought Declaration and the Drought Task Force:**

Staff Lead: Jerry Sipe

Board Members already appointed: Sherrie Thrall and Terry Swofford

**Local Drought Plan and drought-related state and federal policy and legislation, and including the potential acceleration of the State Water Resources Control Board Water Rights hearing for reallocating water rights for the Bay Delta watershed and the State Water Project and Central Valley Project water service areas.**

Staff Lead: Randy Wilson and Jerry Sipe

Board Members: May be the same as the Drought Task Force

**2014 Water program:**

**1. Integrated Regional Water Management (IRWM) Plan Update:**

Staff Lead: Randy Wilson

Board Members already appointed: Sherrie Thrall and Terry Swofford

**2. FERC**

FERC 2105 Almanor

FERC 1962 Rock Creek and Cresta Ecological Resource Committee (ERC)

FERC 619 Bucks Creek Relicensing

FERC 2100 Oroville (Lawsuit)

Other FERC Issues: Example FERC 2088 South Feather River Project and proposed hydroelectric plant below Lake Davis (Bob Perreault has been monitoring as well as Randy Wilson).

Staff Lead: Randy Wilson

Board Members: Board Member Appointments needed.

Please note that Supervisor Thrall has been monitoring FERC 2105 and FERC 1962 and Supervisor Simpson has been monitoring FERC 619. Supervisor Goss has FERC 1962, a portion of FERC 619, and a portion of FERC 2105 in his District.

**3. Proposition 50 Existing Grant:**

Staff Lead: Randy Wilson.

Board Members: Board Member(s) Appointments needed.

**4. Proposition 50 Reallocation of Last Chance II Grant Money**

Staff Lead: Randy Wilson

Board Members: Board Member(s) Appointments needed.

**5. State Water Project Contract Extension Negotiations and DEIR:**

Staff Leads: Bob Perreault and Craig Settemire.

Board Members: Board Members possible appointment.

**6. Miscellaneous Issues:** Monterey11 Settlement Fund administration, Proposition 84 implementation Grant Application, Water Board TMDLs on mercury, water temperature, Irrigated Lands Program, and the SWRCB Bay- Delta Water Rights Hearings.

Staff Lead: Randy Wilson

Board Members: Board Members possible appointment.

**7. Groundwater Management Issues:**

Staff Lead: Randy Wilson and possibly Jerry Sipe

Board Members: Board Members possible appointment

**8. Develop An Overall Water Program Plan or Transition Plan for the Future:**

Staff Lead: Randy Wilson

Board Members: Board Members possible appointment.

Leah Wills provides Water Program staff support for the above water program areas under the direction of Board of Supervisors leads and Department Heads.

**ACTIONS FOR CONSIDERATION:**

Staff recommends the Board of Supervisors take the following action:

Consider the above Water Program elements and appoint Board of Supervisors members to provide oversight to the various Water Programs as may be determined by the Board of Supervisors.

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**PLUMAS COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**

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

**AGENDA REQUEST**

For the July 15, 2014 Meeting of the Board of Supervisors

Date: July 7, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: SR 89 Highway Improvement Projects in Greenville –  
Acknowledge Urgency Associated with Funding of IVCSD Utilities Repairs –  
Discussion, possible action and/or direction to staff

*Robert A. Perreault*

**BACKGROUND:**

As reported previously to the Plumas County Board of Supervisors and to the Plumas County Transportation Commission, Department of Public Works staff has been working closely with the Executive Director of the Community Development Commission, during his efforts on behalf of the Indian Valley Community Services District (IVCSD) involving the necessary water system and sewer system utilities repair in the area of the proposed State Route 89 and County Roads Highway Improvement Projects in Greenville. It is critical that Plumas County be able to inform the California Transportation Commission, no later than March 2015, that the IVCSD utilities repairs projects are fully funded if further delay to the construction schedule of the State Route 89 highway improvement project is to be avoided.

Public Works staff, relying upon engineering reports (prepared by others) on behalf of the IVCSD, has prepared detailed estimated project costs for the necessary IVCSD Utilities Repairs in the areas of the proposed State Route 89 and County Roads Highway Improvement Projects in Greenville.

Attached for your information, is a copy of a July 3, 2014 letter from Director of Public Works Bob Perreault to Planning Director Randy Wilson, with project cost estimates attached.

**RECOMMENDATIONS:**

Public Works staff respectfully recommends that the Board of Supervisors acknowledge the urgency associated with the funding of the IVCSD utilities repairs projects and direct the Director of Public Works to convey that information to the Governing Board of the IVCSD.

**Attachment**

**PLUMAS COUNTY  
DEPARTMENT OF PUBLIC WORKS**

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

*Robert A. Perreault, Jr., P.E.*

*Director of Public Works*

July 3, 2014

 COPY

Randy Wilson, Planning Director  
Planning Department  
Plumas County  
555 West Main Street  
Quincy, CA 95971

RE: IVCSD Water System and Sewer System Repair Needs Projects within the  
SR 89 Highway Improvement Project and the County Roads Improvement Project Areas  
in Greenville, California

Dear Mr. Wilson:

This letter follows our discussion in your office on July 2, 2014, pertaining to the estimated project cost of utility improvement projects that are needed to be designed and constructed by the Indian Valley CSD (IVCSD) in conjunction with SR 89 Highway Improvement Project and the County Roads Improvement Project Areas in Greenville, California.

Relying upon the utility needs studies prepared on behalf of the IVCSD, the Department has prepared 2 project cost estimates as follows:

- Cost Estimate for the utility repairs needed within the SR 89 Highway Improvement Project (see attachment): \$ 419,000
- Cost Estimate for the utility repairs needed within the County Roads Improvement Project (see attachment): \$ 810,000

Note: The above referenced cost estimates include design costs, environmental documentation costs, construction costs, and construction phase oversight. The above referenced cost estimates do not include administrative cost for the lead agency administering the project funding. Assuming that cost will be 5% of the total project amount:

$$\$1,229,000 \times 5\% = \$61,450, \text{ say } \$61,000.$$

- Estimated cost for lead agency to administer the above utility repair projects: \$ 61,000

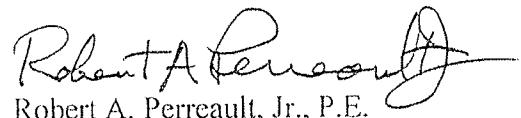
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Total: \$ 1,290,000

Randy Wilson, Planning Director  
IVCSD Water System and Sewer System Repair Needs Projects  
July 3, 2014  
Page 2

If you have any questions, please feel free to telephone me at (530) 283-6268.

Very truly yours,

  
Robert A. Perreault, Jr., P.E.  
Director of Public Works  
Plumas County

Attachments

## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

7/3/2014

## PRELIMINARY ESTIMATE OF COST

PROJECT: Greenville Water System and Sewer System Needs within SR 89 Project Limits

## PROJECT NO.:

ITEM NO.	TYPE	CODE	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
<b>STATE ROUTE 89 (Mill Street to Hot Springs)</b>							
1		Water	8" PVC WATER MAIN	LF	500	\$ 150.00	\$ 75,000.00
2			1-INCH COPPER WATER SERVICE & METER	EA	3	\$ 1,100.00	\$ 3,300.00
3			2-INCH COPPER WATER SERVICE & METER	EA	7	\$ 1,300.00	\$ 9,100.00
4			FIRE HYDRANT INCLUDING 8-INCH HYDARNT STUBS	EA	1	\$ 5,000.00	\$ 5,000.00
5			8" GATE VALVES	EA	4	\$ 5,000.00	\$ 20,000.00
6			ABANDONMENT OF WATER MAINS, VALVES AND APPURTENANCES	L.S.	1	\$ 1,500.00	\$ 1,500.00
7			2" PVC SERVICE LINES (TRENCH ACROSS HIGHWAY)	LF	420	\$ 100.00	\$ 42,000.00
8			1-INCH COPPER WATER SERVICE & METER	EA	2	\$ 1,100.00	\$ 2,200.00
9			2-INCH COPPER WATER SERVICE & METER	EA	7	\$ 1,300.00	\$ 9,100.00
10			FIRE HYDRANT INCLUDING 6-INCH HYDRANT STUBS	EA	1	\$ 4,000.00	\$ 4,000.00
11			6" GATE VALVES	EA	2	\$ 4,000.00	\$ 8,000.00
12			ABANDONMENT OF WATER MAINS, VALVES AND APPURTENANCES	L.S.	1	\$ 1,260.00	\$ 1,260.00
13		Sewer	6" CIPP Point Repair (3-5')	EA	4	\$ 3,500.00	\$ 14,000.00
14			10" CIPP Point Repair (3-5')	EA	1	\$ 4,200.00	\$ 4,200.00
15			6" CIPP Lining (Class IV)	LF	0	\$ 150.00	\$ -
16			Remove and Replace Cleanout on 6" line	EA	1	\$ 2,500.00	\$ 2,500.00
17			Point Repair 6" R/R PVC SDR 35	LF	5	\$ 120.00	\$ 600.00
18			Point Repair 10" R/R PVC SDR 35	LF	235	\$ 200.00	\$ 47,000.00
19			Heavy Cleaning/Jetting	LF	1453	\$ 2.00	\$ 2,906.00
20			Root Treatment	LF	352	\$ 0.75	\$ 264.00
21			Re-CCTV	LF	1064	\$ 1.00	\$ 1,064.00
22			Pipe Dewatering	LF	1453	\$ 1.00	\$ 1,453.00
23		General	SWPPP Compliance	L.S.	1	\$ 2,500.00	\$ 2,500.00
24			Sheeting, Shoring, Bracing	LS	1	\$ 7,000.00	\$ 7,000.00
25			Bypass Pumping	LS	1	\$ 1,500.00	\$ 1,500.00
26			Traffic Control	LS	1	\$ 20,000.00	\$ 20,000.00
27			Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00
							<b>SUB-TOTAL: \$ 295,447.00</b>
							<b>CONTINGENCIES: 10% \$ 29,553.00</b>
							<b>TOTAL: \$ 325,000.00</b>
							<b>PRELIMINARY ENGINEERING / ENVIRONMENTAL: 17% \$ 55,000.00</b>
							<b>RIGHT-OF-WAY: \$ -</b>
							<b>CONSTRUCTION ENGINEERING: 12% \$ 39,000.00</b>
							<b>GRAND TOTAL: \$ 419,000</b>

## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

7/3/2014

## PRELIMINARY ESTIMATE OF COST

PROJECT: Greenville Water System and Sewer System Needs within County Road Project Limits

## PROJECT NO.:

ITEM NO.	TYPE	CODE	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
<b>County Roads (Mill Street, Grand Street, Bush Street, Jessie Street)</b>							
1	Water		6" PVC WATER MAIN	LF	1480	\$ 125.00	\$ 185,000.00
2			1-INCH HDPE WATER SERVICE & METER	EA	23	\$ 1,100.00	\$ 25,300.00
3			2-INCH HDPE WATER SERVICE & METER	EA	4	\$ 1,300.00	\$ 5,200.00
4			FIRE HYDRANT INCLUDING 6-INCH HYDRANT STUBS	EA	2	\$ 4,000.00	\$ 8,000.00
5			6" GATE VALVES	EA	2	\$ 4,000.00	\$ 8,000.00
6			ABANDONMENT OF WATER MAINS, VALVES AND APPURTENANCES	L.S.	1	\$ 6,090.00	\$ 6,090.00
7			FIRE HYDRANT INCLUDING 4-INCH HYDRANT STUBS	EA	1	\$ 3,200.00	\$ 3,200.00
8			4" GATE VALVES	EA	4	\$ 3,200.00	\$ 12,800.00
9	Sewer		6" CIPP Point Repair (3.5')	EA	0	\$ 3,500.00	\$ -
10			6" CIPP Lining (Class IV)	LF	222	\$ 150.00	\$ 33,300.00
11			Remove and Replace Cleanout on 6" line	EA	1	\$ 2,500.00	\$ 2,500.00
12			Point Repair 6" R/R PVC SDR 35	LF	50	\$ 120.00	\$ 6,000.00
13			Point Repair 8" R/R PVC SDR 35	LF	110	\$ 160.00	\$ 17,600.00
14			Point Repair 10" R/R PVC SDR 35	LF	0	\$ 200.00	\$ -
15			Heavy Cleaning/Jetting	LF	311	\$ 2.00	\$ 622.00
16			Light Cleaning/Jetting	LF	294	\$ 1.00	\$ 294.00
17			Root Treatment	LF	294	\$ 0.75	\$ 220.50
18			Re-CCTV	LF	110	\$ 1.00	\$ 110.00
19			Pipe Dewatering	LF	311	\$ 1.00	\$ 311.00
20	General		SWPPP	LS	1	\$ 7,500.00	\$ 7,500.00
21			Sheeting, Shoring, Bracing	LS	1	\$ 25,000.00	\$ 25,000.00
22			Bypass Pumping	LS	1	\$ 1,500.00	\$ 1,500.00
23			Traffic Control	LS	1	\$ 35,000.00	\$ 35,000.00
24			Mobilization	LS	1	\$ 26,500.00	\$ 26,500.00
						<b>SUB-TOTAL:</b>	<b>\$ 410,047.50</b>
			CONTINGENCIES:	34%			\$ 139,952.50
						<b>TOTAL:</b>	<b>\$ 550,000.00</b>
			PRELIMINARY ENGINEERING / ENVIRONMENTAL:	24%			\$ 130,000.00
			RIGHT-OF-WAY:				\$ -
			CONSTRUCTION ENGINEERING:	24%			\$ 130,000.00
						<b>GRAND TOTAL:</b>	<b>\$ 810,000</b>

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



## AGENDA REQUEST

For the July 8, 2014 meeting of the Plumas County Board of Supervisors

June 30, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works *Robert A. Perreault*

Subject: Authorization for the Department of Public Works to fill the vacancy of one (1) FTE Road Maintenance position vacancy in Graeagle.

### Background:

The Road Maintenance Supervisor position and the Leadworker position for Graeagle are filled, resulting in the vacancy of one (1) FTE Road Maintenance position.

This position is funded and allocated in the proposed FY 14/15 Public Works budget.

The Department is requesting to advertise to fill one (1) FTE Road Maintenance Worker I or II position.

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

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

### Recommendation:

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

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Public Works Maintenance Worker I/II Worker Position Dist. 5**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.**
- Why is it critical that this position be filled at this time?  
**Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal.**
- How long has the position been vacant?  
**3 weeks**
- Can the department use other wages until the next budget cycle?  
**The department's wage and benefits portion of the 14/15 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

11/12    \$0            12/13    (\$439,699)            13/14    \$0

5B

## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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

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



Gayla S. Trumbo

DATE: July 8, 2014

*Human Resources*

TO: Honorable Board of Supervisors

FROM: Gayla Trumbo *Gayla Trumbo*

**SUBJECT: AGENDA ITEM FOR THE BOARD OF SUPERVISORS MEETING OF JULY 15, 2014.**

**RE: APPROVE EMPLOYMENT AGREEMENT FOR MR. DANIEL PRINCE FOR THE POSITION OF PLUMAS COUNTY CHIEF PROBATION OFFICER.**

---

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

Approve employment agreement for Daniel Prince for the position of Plumas County Chief Probation Officer.

### **BACKGROUND AND DISCUSSIONS**

The Board of Supervisors with the approval of Resolution 14-7954 directed the Human Resources Director to conduct recruitment for the position of Chief Probation Officer. After the closing date of this recruitment, the Human Resources Director screened the applications submitted to verify that the applicants met the minimum qualification requirements of this position. These requirements are defined within the job description of the Chief Probation Officer that was approved by this Board on April 1, 2014. As a result of this review, five applicants were placed on the eligibility list for hire.

Resolution 14-7954 also provided in section 2 (c) that an initial interview panel including a representative of the Plumas Superior Court, a current or recently retired chief probation officer in California, and a person designated by the Board of Supervisors. This initial interview panel was to select the most highly qualified candidates to recommend for the interview by the Board of Supervisors. Alternatively, the initial interview panel may also recommend to the Board of Supervisors that recruitment efforts continue.

On May 30, 2014, interviews were scheduled with five candidates for the Chief Probation Officer. The interview panel included Judge Janet Hilde, Retired Chief Probation Officer Terry Lee and Human Resources Director Gayla Trumbo.

The Human Resources Director received confirmation from all candidates that they were going to be at their interview. However, on May 29, 2014 one candidate contacted the Human Resources Director to inform her that he would not be able to attend his scheduled interview.

The interview panel moved forward and interviewed the four remaining applicants for the Chief Probation Officer position. At the end of the interview process the panel was in full agreement that Mr. Daniel Prince was the most experienced candidate. Therefore, Mr. Daniel Prince was the only candidate selected to move forward to this Board for consideration.

The Board of Supervisors held the interview with Mr. Prince on Tuesday, July 1, 2014. After completing the interview process I was asked to contact Mr. Prince and offer him the position of Chief Probation Officer. If Mr. Prince accepted the offer of the Chief Probation Officer position, an employment contract would be created by County Counsel and brought to the Board of Supervisors for approval.

Attached you will find the proposed employment contract between the County of Plumas and Mr. Prince for your consideration and approval.

## EMPLOYMENT AGREEMENT

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

The parties agree as follows:

### 1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Plumas County Chief Probation Officer, and other duties as may be assigned. A copy of the Plumas County Chief Probation Officer's job description is set forth in Exhibit A, and incorporated herein by this reference. CONTRACT EMPLOYEE's employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE's duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrative Officer (CAO), or in the absence of the CAO, the Chairperson of the Board of Supervisors, of any outside employment.

### 2. TERM

CONTRACT EMPLOYEE shall be retained as the Plumas County Chief Probation Officer, effective July 15, 2014, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

### 3. TERMINATION

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

COUNTY may terminate this Agreement at any time, with or without cause, upon a thirty (30) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may "buy-out" any part of the 30-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-



weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option severance may be paid in one payment.

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

1. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
2. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
3. Gross insubordination.
4. Misappropriation or theft.
5. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board) or County Administrative Officer (CAO).
6. A serious violation of the County's personnel rules.

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

#### 4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning July 15, 2014, CONTRACT EMPLOYEE shall be paid at the annual salary rate of eighty-eight thousand two hundred twenty four and No/100s dollars (\$88,224.00 per year; or \$7,352.00 per month). Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Department. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

#### 5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE.

#### 6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to

change from time-to-time as negotiated between the CONTRACT EMPLOYEE and the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual). All sick leave accrued as a contract or county employee prior to the effective date of this Agreement carries forward with this Agreement.
- b. Vacation accrual: (10 days per year based on 0 – 2 years of service; 15 days per year based on 3 - 7 years of service; and 21 days per year during the eighth year of compensated and continuous services and each year thereafter). All vacation accrued as a contract or county employee prior to the effective date of this Agreement carries forward with this Agreement.
- c. All compensatory time off accrued as a contract or county employee prior to the effective date of this Agreement carries forward with this Agreement.
- d. PERS retirement: 2% at 55.
- e. Forty (40) hours of administrative leave per year.
- f. Holidays: Thirteen (13) paid holidays per year as listed in the County personnel rules.
- g. Bereavement Leave: Five (5) days per incident for defined family members.
- h. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.

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

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

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at his sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 30-day notice period specified in section 3 of this Agreement.



7. COMPLIANCE WITH LAWS AND ORDINANCES

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

8. NON-ASSIGNABLE:

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

9. MODIFICATION

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

10. ATTORNEY'S FEES AND COSTS

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

11. INTEREST OF CONTRACT EMPLOYEE

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

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

12. SEVERABILITY

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

13. ENTIRE AGREEMENT

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

\_\_\_\_\_ COUNTY Initials

14. RIGHT TO CONSULT WITH COUNSEL

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

15. INTERPRETATION OF AGREEMENT

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

16. NOTICES

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

17. INDEMNIFICATION

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

18. REPORTING

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

19. GENERAL PROVISIONS

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

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

20. EFFECTIVE DATE

This Agreement shall be effective on July 15, 2014, (the "Effective Date") if approved by both parties.

21. SIGNATURES

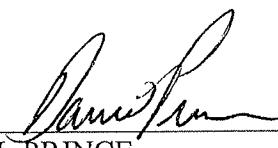
**COUNTY:**

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

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

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

**CONTRACT EMPLOYEE:**

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

Dated: 7-8-14 \_\_\_\_\_

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

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

[\\hmxl0121045s\\1 coco shared (HMXL012041S)\\Contracts\\Employment Contracts\\Prince Employment Agreement Chief Probation Officer 20140715.doc]

\_\_\_\_\_ COUNTY Initials

## CHIEF PROBATION OFFICER

### DEFINITION

Under administrative direction, to plan, organize, manage, direct, and supervise the functions, activities, and programs of the Plumas County Probation Department, including fiscal management, personnel management, program planning and evaluation, and public and political relations; to present Department activities, programs, and functions within the Court system, community organizations, and other government agencies; to perform special assignments as directed; to provide administrative support for the Board of Supervisors and the County Administrative Officer; and to do related work as required.

### DISTINGUISHING CHARACTERISTICS

The Chief Probation Officer is a department head classification with responsibility for the administration of the County's Adult and Juvenile probation programs. The Chief Probation Officer is appointed by the Board of supervisors in accordance with Welfare and Institutions Code section 271 and Penal Code Section 1203.5 and serves at the will and pleasure of the Board of Supervisors.

### REPORTS TO

The Chief Probation Officer works under the direction of the Board of Supervisors and is subject to administrative policies and procedures adopted by the office of the County Administrative Officer and the County Board of Supervisors.

### CLASSIFICATIONS DIRECTLY SUPERVISED

Deputy Probation Officer I, II, & III; Supervising Probation Officer, Department Fiscal Officer, Detention Coordinator, Probation Program Coordinator/Administrative Assistant, Community Service Work Coordinator, Legal Services Assistant I or II, Probation Assistant.

## CHIEF PROBATION OFFICER - 2

### **EXAMPLES OF DUTIES**

- Plans, organizes, directs, coordinates, and administers the programs, activities, and functions of the Plumas County Probation Department.
- Develops directs and implements the goals, objectives, policies, procedures and work standards for the Probation Department.
- Interprets and advises staff on law regulations, policy and procedures.
- Participates in adult and juvenile criminal justice planning activities with other departments and agencies.
- Prepares and administers the Department budgets recommended by the County Administrative Officer and approved by the Board of Supervisors.
- Controls fiscal expenditures and revenues.
- Hires, supervises, evaluates, and insures proper training of Department staff in accordance with County Personnel Rules.
- Oversees the activities and operations of Adult and Juvenile functions, as well as field supervision activities.
- Directs and manages the Special Purpose Juvenile Hall.
- Oversees office and administrative support functions.
- Counsels Department staff as warranted by problems and circumstances.
- Directs the gathering of statistical information and the preparation of Department reports
- Administers and oversees juvenile counseling, probation, and transportation programs.
- Organizes and administers Federal and State funded special juvenile and adult programs.
- Represents the Probation Department with the Superior Court, Board of Supervisors, special committees, community organizations, and other government agencies.
- Serves as the Department advocate
- Deals with the most sensitive public complaints and issues.
- Provides expertise on probation problems for other County management staff and elected officials.
- Reviews and evaluates Court decisions and legislation to assure compliance with appropriate laws, regulations, and standards.
- Supervises Community Corrections programs such as work furlough, electronic monitoring, etc.
- Has responsibility for insuring that Department staff receives mandated annual training.
- Serves as Work Furlough Administrator.
- Develops and administers grants.
- Performs a broad range of administrative and management duties.
- Conducts court investigations for emancipation requests and custody evaluations for relative guardianships.

## CHIEF PROBATION OFFICER – 3

### TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; 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 an office environment and in the field; continuous contact with staff and the public.

### DESIRABLE QUALIFICATIONS

#### KNOWLEDGE OF:

- Principles of adult and juvenile probation work including related court procedures.
- Provisions of Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Professional, and Health and Safety Codes applicable to probation work.
- Modern probation casework objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Training requirements and programs for professional probation work.
- Operating policies and general functions of the State Board of Corrections.
- Budget development and expenditure control.
- Principles and techniques of effective business, public, and personnel administration.
- Principles of employee management, supervision, training, and development.
- Must be able to perform all line staff duties.

#### ABILITY TO

- Plan, organize, manage, direct, and coordinate the functions, programs, and activities of the Plumas County Probation Department.
- Provide direction, training, and supervision for Department staff.
- Develop the Department budget and control expenditures.
- Review the work of staff and resolve problems.
- Be responsible for the development, maintenance, and preparation of probation statistics, records, and reports.
- Perform the most difficult and complex professional probation work.
- Apply the principles of adult and juvenile probation work and related court procedures in a variety of situations.

## **CHIEF PROBATION OFFICER - 4**

### **ABILITY TO - Continued**

- Interpret and apply appropriate provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Professional, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Make effective public presentations on topics such as delinquency prevention and probation work.
- Coordinate Department functions with the court system.
- Operate a computer and appropriate software in the performance of probation and management work.
- Effectively represent the Plumas County Probation Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.

### **TRAINING AND EXPERIENCE**

Five (5) years of broad and extensive professional work experience in adult and juvenile probation work, including at least three (3) years of experience in a management, supervisory, or lead position.

Graduation from college with a BA/BS in criminology, sociology, psychology, social work or closely related field.

### **SPECIAL REQUIREMENTS**

Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

Possession of certification to meet California Penal Code Section 832 requirements regarding arrest, search, and seizure.

Completion of the Basic Probation Course and Supervisor Core Training as certified by the Board of Corrections and evidence of continued compliance with annual training requirements.

Ability to obtain a CPR /First Aid Certificate within one (1) year of employment.

Ability to pass a full background investigation to meet provisions of Government Code 1029 and 1029.1. In addition, in accordance with Government Code Section 1031, Candidate's physical, emotional and mental health will be evaluated and must be free from any condition which might adversely affect the exercise of the powers of a peace officer or performance of the duties of this position.

# BOARD OF SUPERVISORS

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



July 15, 2014

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request**  
**Plumas-Sierra Rural Electric Co-op**  
**Annual Meeting of September 13, 2014 at**  
**73233 State Route 70, Portola, 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



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

*6/6*  
Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART  
DIRECTOR

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

DATE: JUNE 23, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JULY 8, 2014, CONSENT AGENDA

RE: REQUEST TO APPROVE 4/10 WORKWEEK FOR DEPARTMENT OF  
SOCIAL SERVICES STAFF IN THE BENEFITS ASSISTANCE  
COUNSELOR, EMPLOYMENT AND TRAINING WORKER  
CLASSIFICATIONS AND SELECTED CLERICAL SUPPORT  
POSITIONS.

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

Approve a four day work week (4/10 schedule) for employees in the Department of Social Services in the Benefits Assistance Counselor (BAC), Employment and Training Worker (ETW) classifications and clerical staff who fill or assist with reception duties (OA I/II and Fiscal Assistant I/II).

### **Background and Discussion**

Plumas County Personnel Rules at Section 8.05 provide that upon the authorization of the Board of Supervisors and with the agreement of the affected employees, a Department Head may schedule an employee's workweek into four ten -hour days. As the Board knows, the Department staff have been handling record numbers of applications and continuing cases as a product of the still slow economy and as a result of new applications that we are receiving for Medi-Cal and the Affordable Care Act.

The staff has requested that the Department consider implementing a four day work week. Staff has stated that working at the pace they have for five days can result in draining their energy. They state that given the need to recharge, they often don't have time to take care of routine household management responsibilities in the course of a two day weekend. Having the third day could provide them with the time to both recharge and to take care of household responsibilities.

The Department has agreed to make this request to the Board with the understanding that it would be implemented on a trial basis. The Department's priority is to have staff



## Plumas County Office of Emergency Services

6c

270 County Hospital Road #127  
Quincy, California 95971

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

**Date:** July 2, 2014

**To:** Honorable Board of Supervisors

**From:** Jerry Sipe 

**Agenda:** Consent Agenda Item for July 15, 2014

**Item Description/Recommendation:** Approve a Resolution authorizing submittal of the annual FY14 Emergency Management Performance Grant application and authorize the Director of Emergency Services to sign various assurances as the Board's designee.

**Background Information:** As the Board is aware, the California Emergency Management Agency (Cal EMA) administers the Emergency Management Performance Grant (EMPG) program. Funded by the federal Department of Homeland Security, this grant supports local efforts to plan for, respond to and recover from disasters and declared emergencies. For fiscal year 2014-15, Plumas County is eligible for approximately \$129,000. This funding supports the Office of Emergency Services as well as preparedness activities and staffing in the Sheriff's Department, Environmental Health and Public Health. The grant requires a local match, but this is covered with in-kind contributions made through volunteer organizations, local fire departments, and other emergency response partners.

At this time the Board is asked to approve a Resolution authorizing submittal the FY 14 EMPG application to Cal OES and authorize the Director of Emergency Services to sign various assurances as the Board's designee. A copy of the Resolution is attached. If you have any questions, please contact me at 283-6367.

Thank you.

Resolution Number \_\_\_\_\_

**FY 14 EMERGENCY MANAGEMENT PERFORMANCE GRANT  
GOVERNING BODY RESOLUTION**

**BE IT RESOLVED** by the Plumas County Board of Supervisors that the Director of the Emergency Services is hereby authorized to execute for and on behalf of the County of Plumas, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Department of Homeland Security and sub-granted through the State of California, provided, however, that any contracts, memoranda of understanding, or other agreements shall be approved as to form by County Counsel and remain subject to the Plumas County Purchasing Policy.

**The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on July 15, 2014 by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

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Chair, Board of Supervisors

**Attest:**

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Clerk of the Board of Supervisors  
County of Plumas



6D

**PLUMAS COUNTY PROBATION DEPARTMENT**  
**DANIEL PRINCE**  
**ACTING CHIEF PROBATION OFFICER**  
270 County Hospital Rd., Ste. 128, Quincy, CA 95971  
(530) 283-6200 Fax (530) 283-6165

**DATE:** June 27, 2014

**TO:** Honorable Board of Supervisors

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

**SUBJECT:** Contract between Plumas County Probation and DeMartile Automotive, Inc.

**Recommendation:**

Approve the Contract between Plumas County and DeMartile Automotive, Inc. to provide general mechanic services to all cars and trucks.

**Background:**

The Probation Department contracts DeMartile Automotive, Inc. to perform general mechanic services on the Probation Department's vehicles. Services include, but not limited to, tune-ups, oil changes, automotive electrical services, tire repair, rotations, and changes. Complete engine, transmission and drive train repair or replacement.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

10/16/2014

**Dony Sawchuk**  
Director

Board Date: July 8, 2014

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

**Subject:** Approve Contract Amendment #2 for Reuben Ramirez, DBA Top Mop Janitorial for the Janitorial Maintenance Contract at Portola Library & Sheriff's Office.

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### Background

Top Mop Janitorial is responsible for the Janitorial Maintenance of the following facilities in this contract:

1. Portola Library
2. Portola Sheriff's Office

### Recommendation

Approve Contract Amendment #2 for Reuben Ramirez, DBA Top Mop Janitorial for the Janitorial Maintenance Contract at Portola Library & Sheriff's Office.

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

# PLUMAS COUNTY MENTAL HEALTH

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



6/1

## MEMO

DATE: June 30, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PETER LIVINGSTON, LCSW, DIRECTOR

SUBJECT: AGENDA ITEM FOR BOARD MEETING OF JULY 8, 2014

REGARDING: APPROVE AND AUTHORIZE THE CHAIR AND THE DIRECTOR OF MENTAL HEALTH TO ENTER INTO A CONTRACT WITH GEISS CONSULTING FOR PROFESSIONAL SERVICES TO CONDUCT A COMPREHENSIVE REVIEW OF DEPARTMENTAL FINANCES AND FISCAL POLICIES, AND TO MAKE RECOMMENDATIONS REGARDING FISCAL ACTIONS AND STRATEGIES THAT WILL MAXIMIZE SERVICE DELIVERY GOING FORWARD AND MEET COMPLIANCE REQUIREMENTS WITH THE STATE OF CALIFORNIA; CONTRACT AMOUNT NOT TO EXCEED \$12,000; CONTRACT HAS BEEN APPROVED BY COUNTY COUNSEL.

(PML)

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:** APPROVE AND AUTHORIZE THE CHAIR AND THE DIRECTOR OF MENTAL HEALTH TO ENTER INTO A CONTRACT WITH GEISS CONSULTING FOR PROFESSIONAL SERVICES TO CONDUCT A COMPREHENSIVE REVIEW OF DEPARTMENTAL FINANCES AND FISCAL POLICIES, AND TO MAKE RECOMMENDATIONS REGARDING FISCAL ACTIONS AND STRATEGIES THAT WILL MAXIMIZE SERVICE DELIVERY GOING FORWARD AND MEET COMPLIANCE REQUIREMENTS WITH THE STATE OF CALIFORNIA; CONTRACT AMOUNT NOT TO EXCEED \$12,000; CONTRACT HAS BEEN APPROVED BY COUNTY COUNSEL.

**BACKGROUND AND DISCUSSION:** As the Board is aware, Plumas County Mental Health holds a number of reserve accounts which contain significant amounts of funds. While there will always be a need for the Department to maintain substantial reserve funds to cover potential liabilities, there are also considerable funds that represent unexpended funds that should be put to work in the upcoming years. These accounts have accumulated over the years and come from a variety of funding streams. As such, expertise is needed to help identify the source of existing fund balances, to identify potential constraints upon expenditures going forward, to identify any governmentally imposed timelines that may affect funds and expenditures, and to devise strategies that will maximize the efficient utilization of funds in providing mental health services to the public.

In addition, a substantial portion of mental health funding is based on a complex system of rate setting between local mental health departments and DHCS (Department of Health Care Services). This process is referred to as "Cost Reporting," and is a crucial piece of determining rates. PCMH is in a transition period regarding its Cost Reporting process, and hopes to secure the services of a specialist in Cost Reporting who can conduct the process for the upcoming few years and provide

training for the Department's new Fiscal Officer. This contract will cover analysis of previous Cost Reporting methodology, and will reconcile previously utilized methods with what will be a somewhat different methodology moving forward.

Finally, MHSA programming requires that a 3-Year Plan be developed, which the Department is on the verge of doing. Given that there are considerable amounts of unexpended funds in the MHSA accounts, expertise is needed to identify the status of the current funds and to help devise strategies for legally compliant expenditure of both old and new funds.

Geiss Consulting holds the expertise to provide a wide ranging and thorough analysis of all of the above issues. In addition, Geiss consulting will assist in creating an effective long-term fiscal Plan for the Department. It is anticipated that Mr. Geiss will work in conjunction with representatives from the Board (if so desired), the Auditor, County Counsel (if so desired) and core Departmental staff members. Mr. Geiss and the Department will accept and address questions and inquiries from the identified parties, and Mr. Geiss will be available to provide a summary report to the Board and Auditor.

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

## 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 Plumas County Mental Health (hereinafter referred to as "County"), and Geiss Consulting, an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twelve Thousand Dollars and No/100 (\$12,000.00).
3. Term. The term of this agreement shall be from May 1, 2014 through June 30, 2015, 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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

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

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:

Mental Health  
County of Plumas  
270 County Hospital Rd, #109  
Quincy, CA 95971  
Attention: Peter Livingston, Director

Contractor:

Michael Geiss  
Geiss Consulting  
2148 Campton Circle  
Gold River, CA 95670

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

**CONTRACTOR:**

Geiss Consulting, a Sole Proprietor

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

Name: Michael Geiss

Title: Owner

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

**COUNTY:**

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

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

Name: Peter Livingston

Title: Director

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

**APPROVED AS TO FORM:**

Steve J. Mansell 5/13/14  
Steve Mansell  
Plumas County Counsel

**APPROVED BY BOARD OF  
SUPERVISORS**

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Jon Kennedy, BOS Chair

## **EXHIBIT A**

### **Scope of Work**

Review methodology(s) used by Plumas County to allocate expenditures and revenues on the Medi-Cal Specialty Mental Health Cost Report

Identify and recommend (if applicable) alternative methodologies for identification of expenditures and revenues

Evaluate the processes to identify areas for improvement as well as potential opportunities for increased Medi-Cal and other reimbursement

Review methodology(s) used by Plumas County to identify MHSA expenditures and off-setting revenues

Identify and recommend (if applicable) alternative methodologies for identification of MHSA expenditures and off-setting revenues

Review and provide input into strategic and fiscal aspects of proposed MHSA plan(s)

Identify estimated MHSA future revenues for each component under different assumptions

Review and provide input into strategic and fiscal aspects of expanded services under the Affordable Care Act

Assist with the development of a long range fiscal plan for the Plumas County mental health programs.

Deliverables: Contractor shall provide written reports or responses and respect to any of the analyses to be performed under this Agreement if requested by County.

**EXHIBIT B**

**Fee Schedule**

This project is expected to take approximately 80 hours at an all-inclusive hourly rate of \$150/hour. Fees are not to exceed \$12,000.00.

Invoices shall be itemized and include a description of each task performed and the time spent on such task, to the nearest one-tenth of an hour.



## Michael R. Geiss

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### Firm Position

Mr. Geiss has over twenty-six years of experience developing and evaluating state and local government programs. Prior to establishing Geiss Consulting in 2004, he had over nine years management consulting experience with NewPoint Group and over seven years with Ernst & Young. His public sector consulting experience includes assessments at more than 17 different State of California departments, as well as the federal government and multiple local government agencies. His knowledge of government programs encompasses a broad spectrum of organizations, including health and welfare, environment, public works, law enforcement, transportation, and education. His public sector consulting assignments have involved assessment of all of the following areas:

- Cost allocation and ratesetting
- Financial and operating performance measures
- Governing statutes and regulations
- Organizational structures and reporting relationships
- Stakeholder/customer needs and requirements
- Industry trends, benchmarks, and leading practices
- Process, material, and workflow
- Workload standards and staffing requirements.

### Education

- University of California, Davis, B.A., Economics, 1987

### Relevant Experience

#### *Local Government*

- San Francisco County Department of Public Health**—Consultant to provide one day of on-site technical assistance to Department staff. Tasks performed included review of the methodology used by San Francisco County to identify MHSA expenditures and off-setting revenues, review of the strategic and fiscal aspects of proposed MHSA plan, and development of estimated MHSA future revenues for each component under different assumptions.
- Ventura County Behavioral Health Department** —Consultant on a current engagement to assist the County in developing a five year fiscal strategic plan for the County's mental health programs. Tasks performed to date include identifying actual expenditures by program and using data to develop estimated expenditures over the next five years. The result of this engagement will be a comprehensive five year fiscal plan that incorporates all community mental health program revenues and expenditures.
- Los Angeles County Department of Mental Health** — Consultant on a current engagement to assist the Department with implementing Federal Health Care Reform in Los Angeles County. Tasks include assisting the Department with developing a financial model to evaluate the level of resources needed and estimated resources available under Health Care Reform and analysis of alternative contracting mechanisms with contract providers.
- Kern County Department of Mental Health** - Consultant on an engagement to assist the County with development of a five year sustainability plan for mental health services delivered in Kern County. Tasks performed to date include review of the mental health service delivery structure and review of revenue and expenditure data.

- Orange County Healthcare Agency** — Consultant on an engagement to review the County's fiscal implementation of the Mental Health Services Act (MHSA) to ensure compliance with MHSA statutes and regulations. The focus of this technical assistance was to review the fiscal processes implemented by the County for tracking and reporting MHSA expenditures and revenues in order to assess the extent to which the County may be at risk for an audit finding as well as to identify potential improvements that would increase the efficiency and/or effectiveness of the use of MHSA funding.
- Sacramento County Division of Behavioral Health Services** — Consultant on a current engagement to assist the County with development of an integrated five year fiscal Strategic Plan. Tasks performed to date include development of revenue projections, assistance with MHSA fiscal planning, and presentations to stakeholders on community mental health financing.
- Santa Barbara County Alcohol, Drug, and Mental Health Services** — Consultant on an engagement to evaluate the County's Medi-Cal Specialty Mental Health Cost Report process, contract management and monitoring process, and other fiscal processes.
- Siskiyou County Behavioral Health Division** — Consultant on an engagement to conduct a fiscal review of the Behavioral Health Division and develop a long term sustainability plan. Tasks performed to date include determination of outstanding audit liabilities, identification of areas for integration, and identification of fiscal reporting strategies.
- Tuolumne County Behavioral Health Services** — Consultant on a current engagement to prepare the County's FY2008/09, 2009/10, 2010/11, and 2011/12 Medi-Cal Specialty Mental Health Services cost reports. Project tasks included collecting, compiling, and analyzing fiscal and staffing data from the County to prepare the cost report.
- Tulare County Health and Human Services** — Consultant on a current engagement to assist the County with integrating their Mental Health Services Act (MHSA) programs into the Short-Doyle/Medi-Cal cost reporting and settlement processes. The focus of this project includes a review of the MHSA fiscal information reported by contractors and the County's cost center and reporting unit structures. To date, this engagement resulted in recommendations to the contractor payment reconciliation process and how to better track MHSA expenditures by component. Future tasks include reviewing the methodologies used to allocate revenues and expenditures on the Medi-Cal Specialty Mental Health Cost Report and the MHSA Revenue and Expenditure Report.
- County of El Dorado Health & Human Services Agency** — Consultant on a current engagement to assist the County with various fiscal aspects of their behavioral health system. Tasks performed include review of cost allocation methodologies and consultation on various fiscal strategies.
- Merced County Department of Mental Health** — Consultant to conduct a fiscal system review of Merced County's Department of Mental Health. Tasks performed included review of processes and data used to develop revenue projections, review of processes and data used to prepare the SD/MC cost report, including the process used to settle with contract providers, review of processes used to identify and monitor potential SD/MC audit liabilities, and review of methodologies used to identify MHSA expenditures and off-setting revenues. This project resulted in a letter report with specific findings and recommendations related to identification and allocation of costs, identification of Medi-Cal units of service, and training of staff.
- Stanislaus County Behavioral Health and Recovery Services** — Consultant on an engagement to assist the County with confirming potential future Short-Doyle/Medi-Cal cost report audit liabilities. The focus of this project included a review of multiple fiscal year SD/MC cost reports to determine whether recent audit findings would apply.

- Santa Barbara County Alcohol, Drug, and Mental Health Services** — Project manager to provide financial technical assistance to the Santa Barbara County Alcohol, Drug, and Mental Health Services Department. This engagement involved providing services one to two weeks per month over a two year period, and included the following tasks:
  - Educate county and contractor staff on the SD/MC cost report and related processes
  - Provide an overview of the SD/MC reimbursement process (including the claim process, negotiated rate process, and cost report process) to various stakeholders
  - Assist Department staff in preparing the SD/MC cost report, the Medicare Psychiatric Health Facility cost report, and the Alcohol and Drug Program (ADP) cost report
  - Review Department budget estimates
  - Review fiscal provisions of contracts
  - Assist county staff in hiring key positions for the fiscal subdivision
  - Assist the Department in complying with SD/MC requirements related to legal entity reporting
  - Provide general consultation on all fiscal issues.
- Ventura County Behavioral Health Department** — Project manager to review the County of Ventura's Short-Doyle/Medi-Cal (SD/MC) cost report for the last four years (FY 1999/2000, 2000/2001, 2001/02, and 2002/03) and issue compliance and management letters regarding findings of each review.
- Fresno County Human Services** — Consultant on an engagement to assist the County with improving their Short-Doyle/Medi-Cal cost reporting and settlement processes. The focus of this project included a review of the process used to prepare the SD/MC cost report, including allocation methodologies, the logic behind management information reports used to generate supporting documentation, and treatment of administrative costs.
- Butte County Department of Behavioral Health** — Project manager to evaluate psychiatric inpatient alternatives in Butte County. This engagement involved assessing the demand for psychiatric inpatient services in Butte County and in the surrounding counties, identifying alternatives for meeting this demand, evaluating the financial feasibility of each alternative, and developing a recommended alternative.
- San Diego County Probation Department** — Project manager to provide Medi-Cal technical assistance to the San Diego County Probation Department in implementing Short-Doyle/Medi-Cal (SD/MC) services in several day treatment centers operated by the Probation Department. Specific tasks included determining the estimated cost and potential revenue of the program under SD/MC requirements, assisting the Probation Department in developing a Memo of Understanding with the San Diego County Heartbeat Program (i.e., children's mental health program in San Diego County) including a budget of estimated units of service and costs, and identifying reporting requirements and other requirements necessary to obtain SD/MC reimbursement.
- Butte County Alcohol, Drug, and Mental Health Services** — Project manager to develop an accounting systems structure. Specific tasks included identifying Alcohol, Drug, and Mental Health Services cost reporting requirements through review of existing cost reports and interviews with county staff; evaluating the feasibility of mapping the accounting system to cost reporting requirements; comparing alternative accounting packages to the current accounting system; and developing a proposed accounting system structure.
- City of Berkeley Mental Health Department** — Project manager to prepare the City of Berkeley's FY 1998/99, 1999/2000, 2000/01, 2001/02, 2002/03, 2003/04, 2004/05, 2005/06, 2006/07, 2007/08, 2008/09, 2009/10, and 2010/11 Medi-Cal Specialty Mental Health Services

cost reports. Project tasks included collecting, compiling, and analyzing fiscal and staffing data from the City of Berkeley to prepare the cost report.

- Los Angeles County Department of Mental Health** — Project manager to assist the Department in maximizing Medi-Cal reimbursement for mental health services provided through the County Department of Mental Health. This project required reviewing historical Medi-Cal reimbursement and negotiated rate agreements with contract providers. Also, an assessment prepared by Department staff on alternative indirect cost allocations was reviewed.
- Sacramento County Department of Health and Human Services** — Lead consultant on an engagement to provide technical assistance to the Department in expanding their mental health Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program. Tasks performed under this engagement include development of estimated administrative and direct service expenditures, revenue, and number of Medi-Cal eligible individuals to be served under the EPSDT program expansion. Proposals submitted by contract providers also were evaluated. Finally, a presentation to the Board of Supervisors was prepared showing the increases in federal and state revenues expected under the EPSDT program expansion.

***State Government - Health & Welfare***

- California Mental Health Directors Association** — Consultant on a current engagement to provide fiscal consulting services to the California Mental Health Directors Association on a variety of projects including:
  - Assistance with development of potential funding strategies under federal 1115 waiver including funding options for the integration of behavioral health services into the overall health care system.
  - Assistance with the development of funding provisions for 2011 Local Realignment Fund.
  - Development of allocation strategies for Mental Health Services Act funding.
  - Review and analysis of proposed state legislation.
  - Assistance with development of Certified Public Expenditure protocol for Medi-Cal services.
  - Review and analysis of proposed Medi-Cal cost report.
  - Development of estimated Community Mental Health Services revenues.
  - Evaluation of the sufficiency of the funding level of the Small County Emergency Risk Pool (SCERP) in terms of providing a risk pool for psychiatric inpatient emergency services for small counties.
- California Department of Mental Health** — Consultant to provide fiscal consulting services to the California Department of Mental Health on a variety of projects including:
  - Development of a revised Short-Doyle/Medi-Cal cost reporting system and rate setting methodology to meet federal Medicaid and Medicaid standards.
  - Development of distribution strategies for the Mental Health Services Act (MHSA) funds, budget formats for counties to use in requesting MHSA funds, and maintenance of effort and non-supplanting issues related to the Act.
  - Preparation of cost effectiveness demonstration calculations for the Department's two federal Freedom of Choice Waivers.
  - Assisting the Department with preparation of a legislatively mandated analysis of the impact of the Health and Welfare Realignment Program on mental health services and funding.

- Assisting the Department with consolidation of Fee-for-Service/Medi-Cal (FFS/MC) funding and Short-Doyle/Medi-Cal (SD/MC) funding for acute psychiatric inpatient and professional mental health services.
- Development of a new rate setting methodology for non-contract FFS/MC psychiatric hospital inpatient services.
- Evaluation of San Mateo County Mental Health Plan (MHP) pharmacy and laboratory costs under a federal Freedom of Choice Waiver in order to determine (1) whether the risk corridor should apply to historical expenditures and (2) what future year pharmacy and laboratory costs are estimated to be.
- Analysis of the case rate reimbursement system for the San Mateo County Mental Health Field Test Waiver.
- Analysis of rebasing the Statewide Maximum Allowances (SMAs) for Short-Doyle/Medi-Cal (SD/MC) services.
- Development of the rate setting methodology and computation of the Statewide Maximum Allowance (SMA) for Therapeutic Behavioral Services (TBS) including development of a State Plan Amendment.
- Evaluation of Short-Doyle/Medi-Cal (SD/MC) and Fee-for-Service/Medi-Cal (FFS/MC) psychiatric inpatient rates of treatment and payments for the California Department of Mental Health (DMH).

**California Department of Health Services** — Consultant on an engagement to evaluate and modify the capitation rate setting methodology used for establishing Medi-Cal (Medicaid) reimbursement rates for managed care plans. Primary objectives of this engagement were to: (1) determine the normative needs of the Medi-Cal managed care population, (2) determine if there was actuarial equivalence between the managed care population and the fee-for-service population, (3) determine if reimbursement rates were sufficient to insure that the Medi-Cal beneficiaries have adequate access to health care services, and (4) propose and evaluate alternative mechanisms for establishing capitation rates for managed care plans.

# PLUMAS COUNTY MENTAL HEALTH

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



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## MEMO

DATE: JUNE 30, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PETER LIVINGSTON, LCSW, DIRECTOR

SUBJECT: AGENDA ITEM FOR BOARD MEETING OF JULY 8, 2014

REGARDING: APPROVE AND AUTHORIZE THE CHAIR AND THE DIRECTOR OF MENTAL HEALTH TO ENTER INTO A CONTRACT WITH GARY ERNST FOR PROFESSIONAL SERVICES TO PROVIDE ACCOUNTING AND FISCAL REPORTING SERVICES TO ENSURE DEPARTMENTAL COMPLIANCE WITH STATE REQUIRED COST REPORTING AND MHSA REVENUE AND EXPENSE REPORTING; CONTRACT NOT TO EXCEED \$25,000; CONTRACT APPROVED AS TO FORM BY COUNTY COUNSEL.

(PML)

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:** APPROVE AND AUTHORIZE THE CHAIR AND THE DIRECTOR OF MENTAL HEALTH TO ENTER INTO A CONTRACT WITH GARY ERNST FOR PROFESSIONAL SERVICES TO PROVIDE ACCOUNTING AND FISCAL REPORTING SERVICES TO ENSURE DEPARTMENTAL COMPLIANCE WITH STATE REQUIRED COST REPORTING AND MHSA REVENUE AND EXPENSE REPORTING; CONTRACT NOT TO EXCEED \$25,000; CONTRACT APPROVED AS TO FORM BY COUNTY COUNSEL.

**BACKGROUND AND DISCUSSION:** A substantial portion of mental health funding is based on a complex system of rate setting between local mental health departments and DHCS (Department of Health Care Services). This process is referred to as "Cost Reporting" and is a crucial piece of determining rates. Due to the loss of key personnel within the Department, PCMH is now in a transition period regarding its Cost Reporting process. It is anticipated that a thorough review of previous Cost Reporting methodology will be made by Geiss Consulting, the results of which will allow for a smooth transition to securing the services of Gary Ernst who will conduct the actual Cost Reporting process in the future. Mr. Ernst will simultaneously provide training for the Department's Fiscal Officer in an effort to build internal capacity to conduct Cost Reporting fully within the Department in outlying years.

Additionally, MHSA programming requires that a 3-Year Plan be developed, which the Department is on the verge of doing. State requirements provide for specific budgeting guidelines for the purposes of plan development, as well as annual Revenue and Expense reporting. Mr. Ernst has expertise in this area as well, and currently provides such services to other county Mental Health and Behavioral Health Departments.

Consultation with state DHCS employees responsible for oversight of both Cost Reports and MHSA Revenue and Expenditure Reports indicate that Mr. Ernst provides very good services, and that his reporting methodology is fully compliant with state guidelines. Mr. Ernst has also expressed his willingness to coordinate his services with those of Geiss Consulting (should the Board approve that contract), which will result in an excellent transition for the Department in terms of handling all of its crucial fiscal matters for the upcoming years.

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

## 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 Plumas County Mental Health (hereinafter referred to as "County"), and Gary Ernst, an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Five Thousand Dollars and No/100 (\$25,000.00).
3. Term. The term of this agreement shall be from May 1, 2014 through June 30, 2015 unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving **Thirty (30) day** 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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. **Federal Healthcare Compliance Program**
  - a) In entering into this agreement, Contractor acknowledges the County's Program for Compliance with Federal Healthcare Programs (Compliance Program) and agrees to comply, and to require its employees who are considered "Covered Individuals" to comply with all policies and procedures of the Compliance Program including, without limitation, County's Code of Conduct (Code of Conduct), Attachment 'A', incorporated herein by reference. "Covered individuals" are defined as employees of the Contractor with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County seeks reimbursement from the Federal Healthcare programs.
  - b) Contractor agrees to provide copies of the Code of Conduct to all Covered Individuals who are its employees and to obtain (subject to review by County and/or Office of Inspector General [OIG]) signed certifications from each individual certifying that they have received, read, and understand the Code of Conduct and agree to abide by the requirements of the Compliance Program. Contractor will submit the signed certifications to Plumas County Mental Health Compliance Officer within thirty (30) days after the effective date of this agreement for all current employees who are Covered Individuals and within thirty (30) days after the start date of any newly-hired employees who are Covered Individuals.
  - c) As required by the County's Program for Compliance with Federal Healthcare Programs, Contractor agrees that all of its employees who are Covered Individuals, both current and newly-hired, will, on an annual basis, review the training materials provided by the Plumas County Mental Health Compliance Officer and provide the Plumas County Compliance Officer with documentation necessary to verify compliance with this requirement.
  - d) Contractor shall not enter into an agreement with any contractor who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Care or Medi-Cal.

15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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:

Mental Health  
County of Plumas  
270 County Hospital Rd, #109  
Quincy, CA 95971  
Attention: Peter Livingston, Director

Contractor:  
Gary Ernst  
1526 E. Beech Drive  
Visalia, CA 93292

21. 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.

22. **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.
23. **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.
24. **Attachments.** Attachment A (Business Associate Agreement) is hereby incorporated in its entirety into this Agreement.

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

**CONTRACTOR:**

Gary Ernst, an Individual

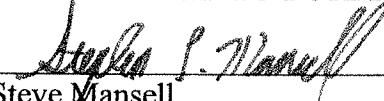
By: \_\_\_\_\_  
Name: Gary Ernst  
Title: Owner  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Peter Livingston  
Title: Director  
Date signed: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Steve Mansell  
Plumas County Counsel

**APPROVED BY BOARD OF  
SUPERVISORS**

---

Jon Kennedy, BOS Chair

## **EXHIBIT A**

### **Scope of Work**

- 1) Prepare the County's required Department of Health Care Services (DHCS) annual Cost Report (CR) and Mental Health Service Act (MHSA) Revenue and Expense Report (RER) and provide copies of associated backup working files in both electronic & hard copy format;
- 2) Provide budget information for the preparation of the annual MHSA Plan updates and assist staff in implementing processes to document and accumulate MHSA costs for periodic fiscal and RER reporting;
- 3) Provide consultation on the DHCS annual CR fiscal audits;
- 4) Review the budget, the cost reporting, third party revenue enhancement and billing, associated fiscal data collection and audit processes and procedures;
- 5) Other projects as related to the daily fiscal and administrative operation of the Behavioral Health Department which may be requested by the Behavioral Health Director (BHD).

Report findings and recommendations for correction to the BHD and when requested, provide staff training, and/or modification of policies/procedures that would keep the County in compliance with regulations.

Facilitate and participate in implementation of solutions with regard to Items above, in collaboration with the Behavioral Health Director.

**EXHIBIT B**

**Fee Schedule**

Plumas County Mental Health shall pay to Contractor for services rendered during the term of this Agreement a rate of \$100.00 per hour. Payment shall be based on actual hours worked. Contractor shall also be paid at his hourly rate for the time required for one way travel to Contractor's site.

The total amount payable under the terms of this agreement shall not exceed: Twenty-Five Thousand Dollars and No/100 (\$25,000.00).

Invoices shall be itemized and include a description of each task performed and the time spent on such task, to the nearest one-tenth of an hour.

## ATTACHMENT A

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and Gary Ernst, referred to herein as Business Associate ("BA"), dated May 1, 2014.

#### RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

#### 1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

**b. Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

**c. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

**d. Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

**e. Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

**f. Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R.

Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has

access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

### 3. **Termination**

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

## **5. Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

## **6. Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

## **7. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

## **8. No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

## 9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

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

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

Print Name: Peter Livingston, LCSW

Title: Director

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

BUSINESS ASSOCIATE

GARY ERNST

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

Print Name Gary Ernst

Title: Owner

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

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

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

**CONSENT AGENDA REQUEST**

For the July 8, 2014 Meeting of the Board of Supervisors

Date: June 30, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorize 2 Contract Amendments for Solid Waste Professional Services and Groundwater Monitoring with Vestra Resources, Inc., in the amounts of \$121,062 and \$156,000.



**Background:**

To assist the Department of Public Works in satisfying the testing and reporting requirements of the California Water Resources Quality Control Board, Vestra Resources, Inc. has been providing testing and professional support services for Plumas County's Chester Landfill, Gopher Hill Landfill and the leachate pond at Gopher Hill for many years, including action on behalf of Plumas County staff during the infrequent situations when issues were in need of resolution.

In order to preserve this high level of service as well as the continuity of effort and a familiarity with Plumas County's program that is achieved by Vestra Resources' participation, extensions (i.e., proposed amendments) of the 2 existing contracts are hereby proposed by Public Works staff, as depicted in the following 2 tables:

<b>Landfill Leachate and Groundwater Sampling and Analysis Program</b>	
<b>Contract No. PWSW11-008</b>	
<b>Facility</b>	<b>Proposed Not-to-Exceed Amendment Amount</b>
Chester Landfill	\$63,675
Gopher Hill Landfill	\$57,387
Gopher Hill Leachate Pond	
<b>Total:</b>	<b>\$121,062</b>

Authorize Amendments to 2 Contracts with Vestra Resources, Inc.  
Agenda Request for the BOS Meeting on July 8, 2014  
June 30, 2014  
Page 2

<b>Professional and Monitoring Support Services Program</b>	
<b>Contract No. PWSW11-009</b>	
<b>Facility</b>	<b>Proposed Not-to-Exceed Amendment Amount</b>
Chester Landfill	\$75,000
Gopher Hill Landfill	\$81,000
Gopher Hill Leachate Pond	
<b>Total:</b>	<b>\$156,000</b>

The 2 proposed amendments have been reviewed by Deputy County Counsel and approved as to form.

The proposed budget submitted for FY 2014-15 contains the appropriate amount for the services to be provided during FY 2014-15.

**Recommendation:**

Public Works staff respectfully recommends that Board of Supervisors approve the 2 contract amendments and authorize signatures by the Chair of the Board of Supervisors and the Director of Public Works.

Enclosures: Proposed Amendment to Contract No. PWSW11-008  
Proposed Amendment to Contract No. PWSW11-009

**AMENDMENT TO EXISTING SERVICES AGREEMENT  
FOR  
Professional Services Agreement for  
Landfill Leachate and Groundwater Sampling and Analysis Program  
For the Plumas County Solid Waste Program**

**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 (hereinafter **County**), and **Vestra Resources, Inc.** (hereinafter **Vestra**), a California corporation. 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 Landfill Leachate and Groundwater Sampling and Analysis Program for the Plumas County Solid Waste Program**", which is identified as Plumas County Contract No. PWSW11-008, and all attachments and previous amendments and extensions thereto, between **County** and **Vestra** which had an effective date of July 21, 2011, the expiration date of said Agreement being June 30, 2014. The Agreement is hereby extended for a period beginning July 1, 2014 and ending June 30, 2017 (the "Extension Period"). The compensation for all services shown within said Agreement (Task 1 only) during the Extension Period shall not exceed a total of \$63,675.00 (Sixty-Three Thousand and Six Hundred and Seventy-Five Dollars and no cents) for the Chester Landfill, and \$57,387.00 (Fifty-Seven Thousand, Three Hundred and Eighty-Seven Dollars and no cents) for the Gopher Hill Landfill, including the Gopher Hill Leachate Pond, for a total of \$121,062.00 (One Hundred and Twenty-One Thousand and Sixty-Two Dollars and no cents) as shown in the attached Fee Schedule/Cost Estimates. 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.

**FOR VESTRA RESOURCES, Inc.**

Wendy Johnston, Vice President

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

Kimberly Wilkes, Chief Financial Officer

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

Taxpayer ID Number: 68-0150306

**FOR COUNTY OF PLUMAS,**

Robert A. Perreault, Jr., P.E.  
Director, Department of Public Works

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

**APPROVED AS TO FORM:**

Stephen L. Mansell  
Deputy County Counsel

Date: 6/13/14

**CONCURRENCE:**

Jon Kennedy, Chair  
Plumas County Board of Supervisors

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

Exhibit "B"

**COST ESTIMATE**  
**TASK ORDER 1-2014**  
**LANDFILL LEACHATE/GROUNDWATER SAMPLING AND ANALYSIS**  
**2014-2017 COST ESTIMATE**

The estimated costs to complete the work in Exhibit "A" are summarized in Tables 1 and 2.

Table 1			
COST ESTIMATE			
CHESTER LANDFILL			
Task No./ Description	Estimated Cost		
	2014/2015	2015/2016	2016/2017
Task 1: Groundwater Sampling and Analysis*			
Fieldwork - Sample Collection	\$4,400	\$4,400	\$4,400
Expenses	\$1,000	\$1,000	\$1,000
Laboratory Analysis	\$10,416	\$20,643	\$10,416
Project Management and Quality Assurance/Quality Control	\$2,000	\$2,000	\$2,000
<b>Total Estimated Cost</b>	<b>\$17,816</b>	<b>\$28,043</b>	<b>\$17,816</b>

Note: \* Assumes four sampling events and two resample events.

Table 2			
COST ESTIMATE			
GOPHER HILL LANDFILL			
Task No./ Description	Estimated Cost		
	2014/2015	2015/2016	2016/2017
Task 1: Leachate and Groundwater Sampling and Analysis			
WDR Sampling and Analysis*			
Fieldwork - Sample Collection	\$5,400	\$5,400	\$5,400
Expenses	\$1,000	\$1,000	\$1,000
Laboratory Analysis	\$5,372	\$21,443	\$5,372
Project Management and Quality Assurance/Quality Control	\$2,000	\$2,000	\$2,000
<b>Total Estimated Cost</b>	<b>\$13,772</b>	<b>\$29,843</b>	<b>\$13,772</b>

Notes:

\* Assumes two sampling events (WDRs) and two resample events.

\*\* Assumes one sampling event (NPDES) and two additional discharge events.

The costs presented are estimated costs, which may vary based on responses from governmental agencies or parameters outside of VESTRA's control. Any work performed beyond the scope of work detailed in Exhibit "A" will be billed on a time-and-materials basis at the rates shown in VESTRA's 2014 Rate Schedule (Table 3). Additional activities and/or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time.

## 2014 VESTRA RATE SCHEDULE



Staff Classification	Per Hour
<b>Environmental Services</b>	
Environmental Technician	\$50.00 - \$85.00
Geologist	\$75.00 - \$90.00
Environmental Scientist	\$75.00 - \$90.00
Regulatory Compliance Specialist	\$75.00 - \$90.00
Environmental GIS Analyst	\$90.00
Associate Geologist	\$85.00-\$100.00
Associate Hydrologist	\$85.00-\$100.00
Senior Environmental Scientist	\$110.00
Senior Regulatory Compliance Specialist	\$110.00
Engineering Geologist	\$110.00
Professional Geologist	\$120.00-\$130.00
Professional Hydrologist	\$120.00
Project Manager	\$150.00
Senior Project Manager	\$165.00-\$190.00
Senior Consultant	\$165.00-\$190.00
Principal Consultant	\$165.00-\$190.00
<b>Biological Services</b>	
Biological Technician	\$50.00 - \$85.00
Certified Range Manager	\$95.00-\$110.00
Senior Biologist	\$95.00-\$110.00
Certified Wildlife Biologist	\$110.00
<b>Engineering Services</b>	
Engineering Technician	\$55.00 - \$75.00
Staff Engineer	\$90.00
Associate Engineer	\$100.00
Professional Land Surveyor	\$110.00 - \$115.00
Senior Engineer	\$145.00 - \$160.00
Survey Crew	\$110.00 - \$190.00
<b>Equipment Classifications</b>	
Large Format Color Printer	\$38.00/hour
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Faxes	\$2.00/page
Vehicle Mileage	\$0.60/mile
<b>Administration</b>	
Admin Clerk/ Document Production Technician	\$45.00
Admin Sr. Clerk	\$60.00
Admin Supervisor / Document Production Supervisor	\$70.00

**Materials and Travel Expenses:** Billed as direct reimbursement plus 15%

**Subcontractors:** Billed as direct reimbursement plus 15%

**Terms:** Due and payable upon receipt. 1 1/4 % per month (21% per annum) finance charge will be added to any balance 30 days past due.

**Note:** Rate Schedule will be modified annually to reflect annual increases not to exceed 10 percent.

AMENDMENT TO EXISTING SERVICES AGREEMENT  
FOR  
Professional Services Agreement for  
Professional and Monitoring Support Services  
For the Plumas County Solid Waste Program

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 (hereinafter **County**), and **Vestra Resources, Inc.** (hereinafter **Vestra**), a California corporation. 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 Professional and Monitoring Support Services for the Plumas County Solid Waste Program**", which is identified as Plumas County Contract No. PWSW11-009, and all attachments and previous amendments and extensions thereto, between **County** and **Vestra** which had an effective date of September 1, 2011, the expiration date of said Agreement being June 30, 2014. The Agreement is hereby extended for a period beginning July 1, 2014 and ending June 30, 2017 (the "Extension Period"). The compensation for all services shown within said Agreement during the Extension Period shall not exceed a total of \$75,000.00 (Seventy-Five Thousand Dollars and no cents) for the Chester Landfill, and \$81,000.00 (Eighty-One Thousand Dollars and no cents) for the Gopher Hill Landfill, including the Gopher Hill Leachate Pond, for a total of \$156,000.00 (One Hundred and Fifty-Six Thousand Dollars and no cents) as shown in the attached Fee Schedule/Cost Estimates. 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.

**FOR VESTRA RESOURCES, Inc.**

Wendy Johnston, Vice President

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

Kimberly Wilkes, Chief Financial Officer

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

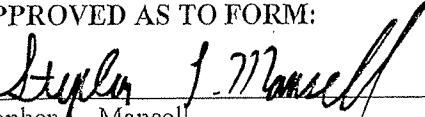
Taxpayer ID Number: 68-0150306

**FOR COUNTY OF PLUMAS,**

Robert A. Perreault, Jr., P.E.  
Director, Department of Public Works

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

APPROVED AS TO FORM:

  
Stephen L. Mansell  
Deputy County Counsel

Date: 6/13/14

CONCURRENCE:

  
Jon Kennedy, Chair  
Plumas County Board of Supervisors

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