



BOARD OF SUPERVISORS

Terrell Swofford, 1st District
Kevin Goss, Chair 2nd District
Sharon Thrall, Vice Chair 3rd District
Lori Simpson, 4th District
Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING OF MAY 12, 2015 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. 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) PLANNING & BUILDING SERVICES

Approve Equipment Lease Agreement with Wells Fargo Financial Leasing and Services Agreement with Tanner Business Equipment of \$21,000 for lease of new copy machine; approved as to form by County Counsel

B) SOCIAL SERVICES

- 1) Approve and authorize the Director of Social Services to sign contract between County of Plumas and Plumas Rural Services of \$25,000 to carry out designated activities associated with the Child Welfare Services Outcome Improvement Project (Nurturing Parent classes); and authorize the Department of Social Services to extend the contract for an additional twelve months subject to the continuing availability of state general fund support; approved as to form by County Counsel
- 2) Approve and authorize the Director of Social Services to sign Agreement between County of Plumas and Laura Morrison, Ph.D. of \$23,105. for learning disability evaluation; and authorize the Department of Social Services to extend agreement for additional periods not to exceed twelve calendar months each subject to agreement regarding compensation; approved as to form by County Counsel
- 3) Approve and authorize the Director of Social Services to sign Agreement between County of Plumas and April Bay, Ph.D. for psychological evaluation of parents who are in the Child Welfare system; and authorize the Department of Social Services to execute extensions at the end of each term subject to agreement regarding compensation; approved as to form by County Counsel
- 4) Approve and authorize the Director of Social Services and the Director of Alcohol & Other Drug Department to sign amended and restated interagency agreement between County of Plumas and Alcohol & Other Drug Services for case management services provided to TANF-eligible recipients who have alcohol and drug conditions that are barriers to seeking and accepting work; and pursuant to Section "V" of the agreement approve continuation of the agreement subject to continuing receipt of allocation of TANF block grant funds from the state; approved as to form by County Counsel

C) PUBLIC HEALTH AGENCY

- 1) Adopt **RESOLUTION** to accept and authorize the Director of Public Health to sign Agreement Amendment Number 14-10530 A01 from the California Department of Health, Emergency Preparedness Office (EPO) for the 2014-2017 Public Health Preparedness Program.
- 2) Approve and authorize the Chair to sign agreements: PARTB1516BROWN with Rhonda Brown of \$8,500 to provide case management services to persons with HIV in Siskiyou County; PARTB1516GNC with Great Northern Corporation of \$61,874 to provide case management services to persons with HIV in Siskiyou County; PARTB1516LCPH with Lassen County Public Health of \$15,698 to provide case management services to persons with HIV in Lassen County ; PARTB1516MCPH with Modoc County Public Health of \$3,000 to provide case management services to persons with HIV in Modoc County; PARTBASUR with Marc Eastman of \$1,800 to provide case management services to persons with HIV in five county region; PARTB1516SCPH with Sierra County Public Health of \$3,000 to provide case management services to persons with HIV in Sierra County; approved as to form by County Counsel
- 3) Approve and authorize the Director of Public Health to sign Contract # PCPHA-2015 for funding from Lassen-Plumas-Sierra Community Action Agency for Senior Nutrition Program; approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign the Memorandum of Understanding between California Health and Wellness Plan and the County of Plumas to assure continuity of care and coordination of services for Plumas County Medi-Cal beneficiaries; approved as to form by County Counsel

D) HUMAN RESOURCES

Adopt **RESOLUTION** New Healthy Workplace, Healthy Families Act of 2014 (AB 1522) Paid Sick Leave Policy for Temporary, Seasonal, and Part-Time Employees

E) FARM ADVISOR

Approve and authorize the Chair to sign Amendment No. 1 (Article II-Compensation and Term) to Agreement Y14-2441 between County of Plumas and Regents of the University of California; approved as to form by County Counsel

F) MENTAL HEALTH

- 1) Approve and authorize the Chair to sign Contract between County of Plumas and BHC Heritage Oaks Hospital for psychiatric hospitalizations and services; approved as to form by County Counsel
- 2) Adopt **RESOLUTION** authorizing Participation in the California Mental Health Services Authority (CalMHS)
- 3) Approve and authorize the Interim Director of Mental Health to sign Joint Exercise of Powers Agreement (JPA), governing operations of CalMHS; and further authorize the Interim Director of Mental Health to expend the application fee for participation in CalMHS

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

2. **FLOOD CONTROL & WATER CONSERVATION DISTRICT** – Roberta Allen, Auditor/Controller
Distribute \$19,057.78 from 0208B Flood Control Special Cash Account to Sierra Institute for donation from Lake Almanor County Club and West Almanor Country Club to ABWAC for water quality monitoring program at Lake Almanor; discussion and possible action

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

3. BOARD OF SUPERVISORS

- A. **10:15 PUBLIC HEARING:** Pursuant to Ordinance No. 15-1096 regarding "Outdoor Festivals", consider application received from Galen Abbott for outdoor music festival "Sunset Campout" to be held July 17-19, 2015 in Belden Town; discussion and possible action
- B. Accept letter of retirement from Gayla Trumbo, Director of Human Resources effective September 01, 2015; and direct Human Resources to begin recruitment; discussion and possible action
- C. Appropriate \$6,000 from the General Fund Contingency to Public Defender (20320/525700) to cover costs of Conflict Counsel for FY 14-15; **Four/fifths required roll call vote**
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

4. DEPARTMENTAL MATTERS

- A) **PUBLIC WORKS** – Robert Perreault
 - 1) **Solid Waste Program**: Adopt **RESOLUTION** Opting to Affirm an Exemption from the Requirements of Mandatory Commercial Organics Recycling (AB 1826). **Roll call vote**
 - 2) Approve and authorize the Chair and the Director of Public Works to execute Agreement between County of Plumas and Vali-Cooper & Associates, Inc. pertaining to the Greenville Water System and Sewer System Repair Project of \$343,400; approved as to form by County Counsel; discussion and possible action
 - 3) Report on Recent Safety Record at the Department of Public Works as recipient of the "2014 Golden Grader Award"
- B) **RISK MANAGEMENT** – Patrick Bonnett
Report and update on Risk Management departmental matters including Loss Prevention Data
- C) **EMERGENCY SERVICES** – Jerry Sipe
Adopt **RESOLUTION** authorizing Grant Application to the California Department of Fish and Wildlife, Office of Spill Prevention and Response (equipped oil spill response trailer); **Roll call vote**
- D) **SHERIFF** – Greg Hagwood
Approve budget transfer of \$5,000 from Other Wages (70387-51020) to Overtime (70387-51060) for Court Security; discussion and possible action
- E) **SOCIAL SERVICES** – Elliott Smart
Presentation of Social Services Trends report for quarter ending March 31, 2015

F) **HUMAN RESOURCES** – Gayla Trumbo

Adopt **RESOLUTION**: 1) Adopt **RESOLUTION** to Add the Positions of Behavioral Health Director to the Classification Plan at Salary Range 5265 - 6421; 2) Adopt **RESOLUTION** Amending the 2014-2015 County Personnel Allocation for Mental health Budget Units 70570, 70571, 70573, 70569, 70575, 70577, 70578, and 70579; and 3) Direct Human Resources to begin recruitment for Behavioral Health Director. **Roll call vote**

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, May 19, 2015, Board of Supervisors Room 308, Courthouse, Quincy, California.

PLUMAS COUNTY PLANNING & BUILDING SERVICES

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

www.plumascounty.us



May 4, 2015

TO: The Honorable Board of Supervisors
FROM: Randy Wilson & John Cunningham, Planning & Building Services
SUBJECT: Agenda Item for May 12, 2015; **RE:** New Copy Machine Lease

RECOMMENDATION

Approve the Equipment Lease Agreement with Wells Fargo Financial Leasing and the Services Agreement with Scott Tanner Business Equipment.

BACKGROUND

The department of Planning & Building Services currently has a copy machine lease with the Ray Morgan Company. It is a 5-year lease that expired on March 20, 2015, and per the terms of the agreement it is being automatically renewed on a month-to-month basis. Prior to the expiration date, we asked for bids for a replacement copier from the Ray Morgan Company and Scott Tanner Business Equipment.

In reviewing the bids we determined Scott Tanner Business Equipment can provide a replacement copier and a cost that is less than the proposal provided by the Ray Morgan Company. The new copier lease will save the department approximately \$270/month.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

ELLIOTT SMART
DIRECTOR

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

DATE: APRIL 28, 2015

TO: THE HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR MAY 12, 2015, CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN A CONTRACT TO CARRY
OUT DESIGNATED ACTIVITIES ASSOCIATED WITH THE CHILD
WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT (CWSOIP)

A handwritten signature in black ink, appearing to read "ELLIOTT SMART" followed by a date.

It is Recommended that the Board of Supervisors:

1. Approve and authorize the Social Services Director to sign the enclosed contract to implement designated activities associated with the Child Welfare Services Outcome Improvement project as indicated below:
 - a. Department of Social Services and Plumas Rural Services for Nurturing Parent classes in the amount of \$25,000
2. Authorize the Department of Social Services to extend the agreement for an additional period not to exceed twelve calendar months subject to the continuing availability of State General Fund support for this program and an agreement regarding the scope of work to be performed and compensation available under an extended agreement.

Background and Discussion

Since July, 2005, the Department of Social Services has been engaged in activities associated with the Child Welfare Services Outcome Improvement Project (CWSOIP). Outcome Improvement is a set of systematic steps and program changes that are targeted to improving the safety of children that come into contact with or who are at risk of coming into contact with the child welfare system.

During the ten years that the Department has been engaged in CWSOIP, your Board has approved several Child Welfare Program Self-Assessments and Outcome Improvement Plans. Elements of the projects are focused on shared responsibility (typically with community based partners) to promote child safety and early intervention to keep at-risk families from entering the formal dependency system.

During 2011 the State realigned responsibility for public safety programs including Child Welfare Services to Counties so that funding for Differential Response initiatives is now part of 2011 Public Safety Realignment. The project that is before your Board is an initiative through Plumas Rural Services that directs activities toward strengthening families through a set of Nurturing Parent courses designed to promote parent strengths and intended to keep families out of the Child Welfare System.

The Department requests that the Board approve a contract with PRS which continues the Department's investment in the Differential Response and CWSOIP initiatives through the Nurturing Parent program.

Financial Impact

Funds for this agreement are available from the Department of Social Services 2011 Public Safety Realignment block grant for Child Welfare Services. There is an approved appropriation in the 2014-2015 County Budget for these services.

Other Agency Involvement

The enclosed agreement has been approved by County Counsel.

Copies: PCDSS Management Staff (memo only)

Enclosures: Proposed Contract with PRS

Services Agreement

This Agreement is made this by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County" or "DSS"), and Plumas Rural Services (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

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 Attachment I, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000).
3. Term. The term of this Agreement shall be from July 1, 2014 through June 30, 2015, unless terminated earlier as provided herein.
4. Extension. This Agreement may be extended for an additional period not to exceed twelve calendar months subject to an agreement by the parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties.
5. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
6. 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.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. 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.

8. 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.
9. 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.
10. 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.

11. 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.
12. 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.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. 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.
15. Choice of Law. The laws of the State of California shall govern this Agreement.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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:

Plumas County Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Elliott Smart, Director

Contractor:

Plumas Rural Services
586 Jackson Street
Quincy, CA 95971
Attention: Michele Piller, Executive Director

23. 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.
24. 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.
25. 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 first set forth above.

CONTRACTOR:

Plumas Rural Services a
California Corporation

COUNTY:

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

By: _____
Name: Michele Piller
Title: Executive Director

Date: _____

By: _____
Name: Elliott Smart
Title: Social Services Director

Date: _____

Approved as to Form:

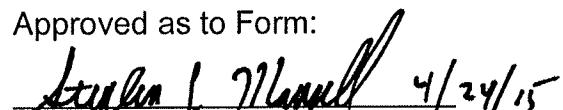

4/24/15
Steve Mansell, Deputy County Counsel

EXHIBIT A**Nurturing Parenting Critical Support****SCOPE OF WORK**

Parents in Plumas County, including those mandated through Child Welfare Services to attend parenting classes, can participate in a 6-week Nurturing Parenting course through Plumas Rural Services using the evidence-based Nurturing Healthy Families curriculum. The scope of work for this proposed effort includes a complementary follow-up piece specifically for mandated parents to receive additional short-term, intensive services to build their positive parenting skills.

All parents participating in the Nurturing Parenting classes take a pre- and post-survey to gather data on the program's efficacy and where improvements can be made. Mandated parents will provide on their post-survey the one area in which they would most like to improve during the following three months. PRS' Parenting Support Specialist will then follow up with them consistently via phone and/or in person as appropriate, to provide these parents with additional resources to further develop in that area. This support will continue to be aligned with the Nurturing Healthy Families evidence-based curriculum. They will be encouraged to attend another parenting class to further develop their skills. If they attend again, they can participate in successive intensive follow-up work in, the same or another priority area.

In addition to delivering focused support in identified problem areas for parents on a case by case basis, offering successive opportunities based on voluntary participation in multiple parenting class session will help mandated parents demonstrate their willingness to continue to improve. It may also increase their personal buy-in to the parenting classes as they can determine the topic or skill for which they receive additional support.

Beyond those parents mandated to attend parenting classes, PRS will provide the intense, one-on-one parenting assistance for up to three additional families identified by the Child Welfare Services case worked. While the term of service will depend upon the family, their specific situation, and their case plan, all parties would understand from the beginning that this is not a long-term support situation.

This complementary program can provide up to ten hours per week of services for Child Welfare Services families.

Attachment I

PLUMAS RURAL SERVICES

Plumas Rural Services Budget 2014-2015

Nurturing Parent Critical Support \$ 25,000 Flat Fee

TOTAL: \$ 25,000



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

ELLIOTT SMART
DIRECTOR

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

DATE: APRIL 29, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 12, 2015, CONSENT AGENDA

RE: RENEWAL OF AN AGREEMENT BETWEEN THE DEPARTMENT OF
SOCIAL SERVICES AND LAURA MORRISON, Ph.D. FOR LEARNING
DISABILITY EVALUATIONS

A handwritten signature of Elliott Smart, Director of the Department of Social Services.

It is Recommended that the Board of Supervisors

1. Approve an agreement between the Department of Social Services and Laura Morrison, Ph.D. for learning disability evaluations.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Authorize the Department of Social Services to extend this agreement for additional periods not to exceed twelve calendar months each, subject to an agreement between the parties regarding compensation.

Background and Discussion

When a CalWORKs cash recipient requests an exemption from welfare-to-work requirements due to a learning disability, state regulations found at EAS Section 42-722, require that the County offer an independent evaluation of the learning disability to determine to what extent such a disability may impede that individual's ability to participate in work requirements.

Since the time these regulations became effective, the Department has maintained an agreement with Laura Morrison, Ph.D. to perform such evaluations. The enclosed proposed agreement extends these services. The Board is asked to approve this agreement and to authorize the Director of the Department of Social Services to sign the agreement as the Board's designee. In addition, the Board is asked to approve

extensions of the agreement for additional periods not to exceed 12 calendar months per extension subject to an agreement regarding compensation.

Financial Impact

Since the initiation of this discrete service component, the California Department of Social Services has made an annual appropriation of funds specifically designated for this purpose. For Plumas County, the total amount allocated is \$23,105.

Other Agency Involvement

The Alcohol and Other Drug Department has reviewed the amended and restated agreement and has approved its content. The agreement has been reviewed by the Office of County Counsel and they have also approved it.

Copies: PCDSS Management Staff

Enclosure

42-721	NONCOMPLIANCE WITH PROGRAM REQUIREMENTS	42-721
	(Continued)	

- (b) The sole issue for resolution through a formal grievance shall be whether a program requirement or assignment is in violation of the welfare-to-work plan or inconsistent with Chapter 42-700.
- (c) The participant shall not be permitted to use the formal grievance to appeal the outcome of a state hearing or the results of an assessment made according to Section 42-711.55.
- (d) The formal grievance shall not be available to a noncomplying individual who has already failed to successfully conciliate in accordance with Section 42-721.2. Under those circumstances, the applicant or recipient may request a state hearing to appeal a program requirement or assignment.
- (e) The individual shall be subject to sanction pending the outcome of the formal grievance or any subsequent appeal only if he/she fails to participate during the period the grievance procedure is being processed.
 - (1) This information shall be provided to an individual when he or she requests information about the procedure for filing a formal grievance.

.513 The CWD shall address any complaints of discrimination based on race, color, national origin, religion, political affiliation, marital status, sex, age, or handicap which may arise through an applicant's/recipient's participation in Welfare-to-Work in accordance with the provisions of MPP Division 21 - Nondiscrimination in State and Federally Assisted Programs.

NOTE: Authority cited: Sections 10553, 10554, and 10604, Welfare and Institutions Code. Reference: Sections 11203, 11265.2, 11320, 11320.31, 11324.8(d), 11327.4, 11327.5(a) through (e), 11327.6, 11327.8, 11327.9, 11328.2, 11333.7, 11454, and 16501.1(d), (e), (f), and (g), Welfare and Institutions Code.

42-722	LEARNING DISABILITIES PROTOCOLS AND STANDARDS	42-722
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.1 CalWORKs Welfare-to-Work Learning Disabilities Screening Requirements

- .11 Counties must offer CalWORKs welfare-to-work participants a screening for learning disabilities at the first welfare-to-work contact (i.e., orientation or appraisal) or by no later than the assessment as described in Section 42-711.55.
 - .111 The offer of the screening and evaluation must be both verbal and in writing.
- .12 Counties are required to provide information about the screening, both verbally and in writing at the first welfare-to-work contact, including a description, of the purpose and benefits of the screening and evaluation.

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 Department of Social Services and Public Guardian (hereinafter referred to as "County"), and Laura S. Morrison, Ph.D., 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.
3. Term. The term of this Agreement shall be from January 1, 2015 through December 31, 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. Extension. This Agreement may be extended for an additional period not to exceed twelve calendar months subject to an agreement by the parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties.
6. 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.
7. 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.

8. 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.
9. 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, 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.
10. 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.

11. 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.
12. 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.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. 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.
15. Choice of Law. The laws of the State of California shall govern this Agreement.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.
21. 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.
22. 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:

Plumas County Dept. of Social Services
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Elliott Smart, Director

Contractor:

Laura S. Morrison
P.O. Box 34405
Reno, NV 89533
Attention: Laura S. Morrison, Ph.D.

23. 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.
24. 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.
25. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or

to the State Auditor upon the request of either the State Auditor or the County.
NOTE: Only for contracts in excess of \$10,000.]

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

CONTRACTOR:

Laura S. Morrison, an Individual

By: _____
Name: Laura S. Morrison, Ph.D.
Title: Owner
Date signed:

COUNTY:

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

By: _____
Name: Elliott Smart
Title: Director
Date signed:

APPROVED AS TO FORM:


R. Craig Settemire 4/20/15
Plumas County Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide to County psychological evaluations for learning disabilities, written reports, and expert witness testimony, for designated adults, which might include testing, observation, and/or consultation with the client. Tests to be administered will be determined by the Contractor in consultation with the assigned case worker, based on the individual needs of each client. Tests will normally be limited to those instruments appropriate for evaluation of learning disabilities; if evaluation of emotional problems is requested by case worker, there may be an additional charge. Contractor may also consult with the client's care provider, the assigned case worker, and other agency professionals as deemed necessary by the Contractor.

2. Contractor shall provide a written report with results of observations and/or testing within 30 days of the evaluation to Plumas County Department of Social Services, Workforce Development Program.

EXHIBIT B

Fee Schedule

1. Psychological Evaluation: \$900.00 per learning disabilities evaluation, including written report.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

103

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

ELLIOTT SMART
DIRECTOR

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

DATE: APRIL 29, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 12, 2015, CONSENT AGENDA

RE: APPROVAL OF AN AGREEMENT BETWEEN THE DEPARTMENT OF
SOCIAL SERVICES AND APRIL BAY, Ph.D. FOR PSYCHOLOGICAL
EVALUATIONS

It is Recommended that the Board of Supervisors

1. Approve a contract agreement between the Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Authorize the Department of Social Services to execute extensions of the agreement at the end of each term subject to an agreement between the parties regarding compensation.

Background and Discussion

When children come into the Child Welfare system because they have been abused or neglected the Juvenile Court may, at its discretion, determine that there is a need for a psychological evaluation of the child's parent(s). Under some circumstances it becomes necessary to seek such evaluations from a source that is outside the county system. This could occur, for example, if County Mental Health has a conflict because they've seen the family before among other reasons. When this occurs, the Department has relied on independent contractors to perform this work.

The matter that is before your Board is to approve an agreement with an independent contractor who is available to assist the Department with some of these evaluations. It

is recommended that the Board approve the enclosed agreement and authorize the Director of the Department of Social Services to sign the agreement as the Board's designee. Additionally, it is requested that the Department be authorized to execute extensions of the agreement at the end of each term subject to an agreement between the parties regarding compensation.

Financial Impact

In accordance with the contract terms, the Department will compensate the contractor at the rate of \$2,500 for each complex parental capacity evaluation. Should there be additional children involved, there would be a requirement for an additional \$250 for each. There is sufficient funding in the Department's budget appropriation for Professional Services to cover the cost of this agreement. Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services. There is no impact to the County General Fund.

Other Agency Involvement

The Office of County Counsel has reviewed the proposed agreement and has approved it as to form.

Copies: DSS Management Staff (cover memo only)

Enclosure

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 Department of Social Services and Public Guardian (hereinafter referred to as "County"), and April Bay, Ph.D., 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.
3. Term. The term of this Agreement shall be from January 1, 2015 through December 31, 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. Extension. This Agreement may be extended for an additional period not to exceed twelve calendar months subject to an agreement by the parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties.
6. 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.
7. 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.

8. **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.
9. **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, 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.
10. **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.

11. 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.
12. 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.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. 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.
15. Choice of Law. The laws of the State of California shall govern this Agreement.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.
21. 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.
22. 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:

Plumas County Dept. of Social Services
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Elliott Smart, Director

Contractor:

April Bay, Ph.D.
1065 Haskell Street
Reno, NV 89509

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

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or

to the State Auditor upon the request of either the State Auditor or the County.
NOTE: Only for contracts in excess of \$10,000.]

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

CONTRACTOR:

April Bay, an Individual

By: _____
Name: April Bay, Ph.D.
Title: Owner
Date signed:

COUNTY:

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

By: _____
Name: Elliott Smart
Title: Director
Date signed:

APPROVED AS TO FORM:


R. Craig Settemire
Plumas County Counsel
9/20/15

EXHIBIT A

Scope of Work

1. Contractor shall provide to County psychological evaluations for complex parental capacity reports. Evaluations to be administered will be determined by the Contractor in consultation with the assigned social worker. Contractor may also consult with the client's care provider, the assigned social worker, and other agency professionals as deemed necessary by the Contractor.

2. Contractor shall provide a written report with results of evaluations and/or testing within 30 days of the evaluation to Plumas County Department of Social Services, Child Protective Services.

EXHIBIT B

Fee Schedule

1. Psychological Evaluation: \$2500.00 for complex parental capacity evaluation, including written report.
2. If there are more minor children involved, add \$250 for each additional child.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

1B4

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

ELLIOTT SMART
DIRECTOR

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

DATE: APRIL 29, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 12, 2015, CONSENT AGENDA

RE: RENEWAL OF AN INTERAGENCY AGREEMENT BETWEEN THE
DEPARTMENT OF SOCIAL SERVICES AND THE ALCOHOL AND
OTHER DRUG DEPARTMENT FOR ALCOHOL AND DRUG CASE
MANAGEMENT SERVICES FOR TANF ELIGIBLE RECIPIENTS

It is Recommended that the Board of Supervisors

1. Approve an amended and restated interagency agreement between the Department of Social Services and the Alcohol and Other Drug Department for case management services provided to TANF-eligible recipients who have alcohol and drug conditions that are barriers to seeking and accepting work.
2. Authorize the Director of the Department of Social Services and the Director of the Alcohol and Other Drug Department to sign the agreement as the Board's designees.
3. Pursuant to Section V of the agreement approve continuation of the agreement subject to continuing receipt of an allocation of TANF block grant funds from the state that is available for this purpose.

Background and Discussion

With the enactment of Assembly Bill 1542 of 1997 (the enabling legislation for the state's CalWORKs program) the Legislature approved a separate allocation of TANF block grant funds to counties in the Budget Act which assures that mental health and substance abuse case management services are available to CalWORKs recipients. This funding is intended to provide short term intervention and remedial services to CalWORKs cash recipients when mental health and/or alcohol and drug dependency are barriers to accepting employment.

At the time that these funds were initially appropriated to our county, it was determined that the best strategy for their use was to establish an integrated case management system that would be housed in the Department of Mental Health thereby creating a single point of entry into the system and a single case management point for integrated service delivery. An interagency memorandum of understanding to provide the integrated service delivery model was developed and approved by the Board of Supervisors. The agreement has remained in place since that time.

The re-establishment of an Alcohol and Other Drug service delivery system has created a need to amend and restate the prior MOU so that funds for these services are dispersed directly to the County AOD Department. The matter that is before your Board today is to approve the amended and restated agreement.

As the proposed agreement includes provisions allowing extensions of the agreement subject to the availability of TANF funds for this purpose, the Board is also asked to approve, under item 3 above extensions subject to the availability of funds.

Financial Impact

Since the initiation of this discrete service component, the California Department of Social Services has made an annual appropriation of funds specifically designated for this purpose. For Plumas County, the total amount allocated is \$23,105.

Other Agency Involvement

The Alcohol and Other Drug Department has reviewed the amended and restated agreement and has approved its content. The agreement has been reviewed by the Office of County Counsel and they have also approved it.

Copies: PCDSS Management Staff
 Ms. Louise Steenkamp, AOD Director

Enclosure

MEMORANDUM OF UNDERSTANDING

BETWEEN

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES

&

PLUMAS COUNTY ALCOHOL AND OTHER DRUG DEPARTMENT

WHEREAS, primary goals of the Plumas County CalWORKs program and the Federal Temporary Assistance to Needy Families (TANF) block grant include providing assistance to needy families so that children may be cared for in their own homes; and, ending the dependence of needy parent(s) on government benefits by promoting job preparation, work, independent financial support of children and marriage; and,

WHEREAS, individuals suffering from alcohol, drug and substance use disorders who are the parents of TANF eligible children can serve to undermine these important TANF goals leading to parental role failures, child abuse and an inability to become independent, self sufficient and self supporting; and,

WHEREAS, the Plumas County Department of Alcohol and Other Drugs has, within the scope of its resources, the means to provide case management and solution-focused services to families that are in the CalWORKs, Welfare to Work programs or who are otherwise potentially TANF eligible, leading to the possibility that through these services such families can become self-supporting; and,

WHEREAS, it is the desire of the Department of Social Services to provide financial resources to enhance existing services so that parents who have substance use disorders will have reasonable access to such services.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. Parties

The parties to this interagency Agreement are the Plumas County Department of Social Services hereinafter (PCDSS) and the Plumas County Department of Alcohol and Other Drugs, hereinafter (PCAOD).

II. Services

A. PCAOD

1. Agrees to build infrastructure capacity, in support of equitable access to Alcohol and Drug services for TANF eligible and CalWORKS individuals.

2. Agrees to provide, county-wide, on-site the following services: assessment, court-ordered check-ins, outpatient counseling, and intensive outpatient services (as an alternative to inpatient rehabilitation).
3. To participate in periodic team meetings as necessary to discuss program operations or client status.
4. Agrees to provide, on request, a summary report to PCDSS for capacity of services (documentation of target population outreach, services, and administrative structure).

B. PCDSS

1. Agrees to refer appropriate individuals for assessment.
2. Agrees to participate in periodic team meetings as necessary to discuss program operations or client status.

III. Laws, Regulations and Policies

It is understood that each of the Parties to this Agreement are required to operate within the scope of their governing laws, regulations and policies. Nothing in this Agreement shall impose any additional requirements.

IV. Financial Records

Each of the Parties shall be responsible for maintaining any necessary financial records in accordance with the procedures and requirements specified by laws and regulations governing their discrete functions and programs. Nothing in this Agreement shall impose any additional requirements to those regulations and policies.

V. Term

The term of this Agreement shall be from the date of full execution to June 30, 2015. As necessary, this Agreement may be extended for additional periods of 12 calendar months subject to the availability of funds for this purpose and an agreement regarding compensation. All such an extensions shall be executed in writing and shall be signed by both the PCAOD and Social Services Department Heads.

VI. Compensation

The compensation available to pay for the capacity necessary to operate this project comes from the Department of Social Services CalWORKS/TANF funds. Pursuant to the County Fiscal Letter 14/15-02, the total amount available from CalWORKS Substance Abuse is \$23,105. Subject to receipt of a claim for these funds submitted on AOD letterhead and signed by the Director, the Department of Social Services shall pay this amount on one lump

sum prior to June 30, 2015. AOD may bill as appropriate third party payors in accordance with its own guidelines and policies.

VII. Financial Provisions

Costs for capacity building under this Agreement may consist of two components:

- A. Costs of direct services (screening, case management, other supports) provided at the Quincy and outlying offices; and
- B. Costs of associated overhead or administrative support (limited to 10%)

Accordingly, the Parties hereby execute this Agreement:

PLUMAS COUNTY DEPT. OF SOCIAL SERVICES

ELLIOTT SMART, DIRECTOR

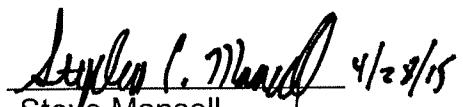
Date: _____

PLUMAS COUNTY ALCOHOL AND OTHER DRUG DEPT.

LOUISE STEENKAMP, AOD DIRECTOR

Date: _____

Approved as to Form:


4/28/15
Steve Mansell
Deputy County Counsel

Scope of Work

PCAOD:

1. Agrees to build infrastructure capacity, in support of equitable access to Alcohol and Drug services for TANF eligible and CalWORKS individuals.
2. Agrees to provide, county-wide, on-site the following services: assessment, court-ordered check-ins, outpatient counseling, and intensive outpatient services (as an alternative to inpatient rehabilitation).
3. To participate in periodic team meetings as necessary to discuss program operations or client status.
4. Agrees to provide, on request, a summary report to PCDSS for capacity of services (documentation of target population outreach, services, and administrative structure).

PCDSS:

1. Agrees to refer appropriate individuals for assessment.
2. Agrees to participate in periodic team meetings as necessary to discuss program operations or client status.

Compensation

- A. Costs of direct services (screening, case management, other supports) provided at the Quincy and outlying offices; and
- B. Costs of associated overhead or administrative support (limited to 10%)

The compensation available to pay for the capacity necessary to operate this project comes from the Department of Social Services CalWORKS/TANF funds. Pursuant to the County Fiscal Letter 14/15-02, the total amount available from CalWORKS Substance Abuse is \$23,105. Subject to receipt of a claim for these funds submitted on AOD letterhead and signed by the Director, the Department of Social Services shall pay this amount on one lump sum prior to June 30, 2015. AOD may bill as appropriate third party payors in accordance with its own guidelines and policies.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

lc/

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, MD, Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: April 7, 2015

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for May 12, 2015

Recommendation: Approve a Resolution to accept and authorize the Director of Public Health to sign Agreement Amendment Number 14-10530 A01 from the California Department of Health, Emergency Preparedness Office (EPO) for the 2014-2017 Public Health Preparedness Program.

Background Information: Commencing FY 2001-2002, Plumas County Public Health Agency contracted with the State Department of Health for both State and Federal funds to develop and maintain various aspects of Public Health Preparedness, including Local Health Department (LHD) and Community preparedness, National Smallpox Vaccine program, Hospital Preparedness Program (HPP), and Pandemic Influenza Prevention/Planning, and H1N1 Pandemic Influenza.

The purpose of this Amendment is to amend the Scope of Work and Budget to increase funding amount for State Fiscal Year 14/15 to allow Public Health to complete more of the same services outlined in the original scope of work.

A copy of Agreement Amendment Number 14-10530 A01 is on file with the Clerk of the Board for your review.

Please contact me if you have any questions or need additional information. Thank you.

RESOLUTION NO. 15-_____

RESOLUTION TO ACCEPT AND AUTHORIZE THE DIRECTOR OF PUBLIC HEALTH TO SIGN AMENDMENT NUMBER A01 FOR STANDARD AGREEMENT NUMBER 14-10530 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, EMERGENCY PREPAREDNESS OFFICE FROM JULY 1, 2014 THROUGH JUNE 30, 2017 IN THE AMOUNT OF \$899,538.00.

WHEREAS, Plumas County Public Health Agency contracted with the State Department of Health for both State and Federal funds to develop and maintain various aspects of Public Health Preparedness, and

WHEREAS, to develop and maintain various aspects of Public Health Preparedness, including Local Health Department (LHD) and Community preparedness, National Smallpox Vaccine program, Hospital Preparedness Program (HPP), and Pandemic Influenza Prevention/Planning, and H1N1 Pandemic Influenza; and

WHEREAS, the California Department of Public Health, Emergency Preparedness Office, issued Agreement Amendment Number 14-10530 A01 to PCPHA to provide Emergency Preparedness Services through June 30, 2017.

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

1. Accept Standard Agreement Amendment Number 14-10530 A01 from the California Department of Public Health, Emergency Preparedness Office in the amount of \$899,538.00 through June 30, 2017.
2. Authorize the Director of Public Health to sign Amendment and execute subsequent documents pertaining to Standard Agreement Amendment Number 14-10530 A01.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 12th day of May 2015, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

IC2

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, MD, Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: May 4, 2015

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for May 12, 2015

Item Description/Recommendation: Approve and direct the Chair to sign the following agreements: PARTB1516BROWN with Rhonda Brown amount of 8,500.00; PARTB1516GNC with Great Northern Corporation amount of 61,874.00; PARTB1516LCPH with Lassen County Public Heath amount 15,698.00; PARTB1516MCPH with Modoc County Public Health amount 3,000.00; PARTBASUR with Marc Eastman amount 1,800.00; PARTB1516SCPH with Sierra County Public Health amount 3,000.00.

Background Information: As the Board is aware Plumas County Public Health Agency has the fiscal and administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively and efficiently with communities, Public Health contracts with providers to extend programs and provide services to diverse populations throughout the county.

Copies of the agreements are on file with the Clerk of the Board for your review.



Plumas County Public Health Agency

lc3

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, MD, Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: April 30, 2015

To: Honorable Board of Supervisors

From: Mimi Hall

Agenda: Consent Agenda Item for May 12, 2015

Item Description/Recommendation: Approve Contract # PCPHA-2015 for funding from Lassen-Plumas-Sierra Community Action Agency for Senior Nutrition Program, and authorize the Director of Public Health to sign as the Board's designee.

As the Board is aware Plumas County Public Health Agency provides senior nutrition services at four sites throughout the county. The Senior Nutrition Program provides Congregate and Homebound Meals. Plumas County has twice the state rate of seniors age 60 and above, many of whom are interested in Senior Nutrition Services.

Plumas County Public Health Agency Senior Nutrition Program has received funding from Lassen-Plumas-Sierra Community Action Agency since 1997. These funds will help cover the rising costs needed for meals for our senior population. The contract period is January 1, 2015 through December 31, 2015 in the amount of \$7,567.00.

A copy of the Contract is on file with the Clerk of the Board for your review. Please contact me if you have any questions or need additional information.

Thank you.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

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Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, MD, Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: April 30, 2015

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for May 12, 2015

Item Description/Recommendation: Approve and direct the Chair to sign the Memorandum of Understanding between California Health and Wellness Plan and the County of Plumas to assure continuity of care and coordination of services for Plumas County Medi-Cal beneficiaries.

Background Information: As the Board may recall, on November 1, 2014, California Department of Health Care Services implemented a transition to a managed care system for Medi-Cal, the state's Medicaid program, for the twenty-five California counties still operating under the fee-for-service system. Two health plans, California Health and Wellness Plan and Anthem Blue Cross, are the Medi-Cal managed care plans for eighteen California Counties, including Plumas.

In order to enhance continuity of care for Medi-Cal beneficiaries, Medi-Cal managed care plans are required to have Memorandums of Understanding with county Public Health departments outlining roles and responsibilities of the health plans and health departments to insure coordination of services for Medi-Cal beneficiaries.

A Copy of the Memorandum of Understanding is on file with the Clerk of the Board for your review.

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: gaylatrumbo@countyofofplumas.com



Gayla S. Trumbo
*Human Resources
Director*

DATE: April 23, 2015
TO: The Honorable Board of Supervisors
FROM: Gayla Trumbo, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
MAY 12, 2015
**RE: APPROVE AND ADOPT HEALTHY WORKPLACES, HEALTHY
FAMILIES ACT OF 2014 (AB 1522) PAID SICK LEAVE POLICY FOR
TEMPORARY, SEASONAL, AND PART TIME EMPLOYEES.**

IT IS RECOMMENDED THAT THE BOARD: Approve and adopt the RESOLUTION for the new Healthy Workplaces, Healthy Families Act of 2014 (AB 1522) Paid Sick Leave Policy for Temporary, Seasonal, and Part Time Employees, attached hereto as Exhibit A.

HISTORY AND DISCUSSION:

The recent Assembly Bill 1522 (AB 1522), enacting the Healthy Workplaces, Healthy Families Act of 2014 (“Paid Sick Leave Law”) went into effect on January 1, 2015 with the implementation of the actual paid sick leave provisions for employees effective on July 1, 2015.

Under the new Paid Sick Leave Policy employees who work more than thirty (30) days within a year including temporary, part time, and seasonal employees will be entitled to paid sick leave. Employees who are not affected by the new law include employees who are members of a bargaining group entitled to paid time off (PTO) according to the specifics of their Memorandum of Understanding (MOU). Plumas County’s probationary or permanent employees, including those with less than full time scheduled work hours, already receive at least the minimum amount of legally mandated paid sick leave.

The attached Paid Sick Leave Policy provides the details of the purposed new rules. It is timely to implement the new policy in order to be compliant with the new labor law. The tracking of the sick leave for the temporary, seasonal, and part time employees is going to be an issue. The County’s current payroll system does not have the capability to provide tracking for the new requirements, presenting an additional challenge.

The new Paid Sick Leave expands employee’s protections for the request or use of paid sick days and an employee has the option to file a complaint with the Labor Commissioner against an employer who they believe has retaliated or discriminated against them. The California Labor Commissioner is the enforcer of the new AB 1522 requirements, including the investigation, mitigation, and relief of any violations of these requirements. Circumstances for fines vary as well as the fines.

ATTACHMENT: Exhibit A

Healthy Workplaces, Healthy Families Act of 2014
AB 1522
Paid Sick Leave Policy
For
Temporary, Seasonal, and Part Time Employees

Healthy Workplaces, Healthy Families Act of 2014
AB 1522
Paid Sick Leave Policy
for
Temporary, Seasonal, & Part Time Employees

A. Purpose

Under the new Healthy Workplaces, Healthy Families Act of 2014, all of Plumas County's employees who work more than thirty (30) days within a year, including temporary, part time and seasonal employees, will be entitled to paid sick leave. Employees who are members of a bargaining group are entitled to paid time off (PTO) according to the specifics in the Memorandum of Understanding (MOU) for each bargaining group. These bargaining groups' PTO guidelines exceed the new Healthy Workplaces, Healthy Families Act of 2014 regulations, and thereby employees within those bargaining groups are not affected by the new law. In addition, employees who are probationary or permanent employees with regular work hours, already receive paid sick leave exceeding the new law's minimum standards. This policy establishes paid sick leave guidelines for those employees who are not members of a bargaining group, and who do not already receive at least the minimum amount of legally mandated paid sick leave.

B. Policy

1. All employees who, on or after **July 1, 2015**, work for Plumas County for 30 or more days within a year are entitled to paid sick leave.
2. All employees who are members of a bargaining group shall receive paid sick leave in accordance with the terms of their bargaining group's MOU with Plumas County.
3. An employee that works for Plumas County for 30 or more days within a year and who is not a member of a bargaining group, but who has an individual contract of employment with Plumas County, shall receive paid sick leave in accordance with the terms of the contract, unless the paid sick leave provided under the contract is less generous than that required by the Healthy Workplaces, Healthy Families Act of 2014, in which case the employee shall receive paid sick leave in accordance with the guidelines set forth in paragraph B.5 of this policy.
4. Employees, who are probationary or permanent employees with regular work hours of less than full time per week, shall receive paid sick leave pursuant to the Plumas County Personnel Rules or as they have previously been interpreted and implemented.
5. Employees that (1) work for Plumas County for 30 or more days within a year, (2) are not members of a bargaining group, and (3) are not contract employees or probationary or permanent employees with regular work hours, will earn sick leave under the following guidelines:
 - i. Paid sick leave shall accrue at a rate of one hour for every 30 hours worked.

- ii. Paid sick leave may be used beginning on the 90th day of employment if the employee has accrued paid sick leave.
- iii. Use of paid sick leave is limited to 24 hours per year, from the anniversary date of employment. Paid sick leave must be used for one of the acceptable uses listed below.
- iv. Paid sick leave is compensated at the same wage as the employee's hourly rate of pay.
- v. Accrued paid sick leave shall carry over to the following year(s) of employment with a maximum of 48 accrued hours. Accrual of additional paid sick leave will be capped at 48 hours until paid sick leave is used at which time accrual will resume until the 48 hour cap is again reached.
- vi. Once employment is terminated, an employee will not be paid for any accrued and unused paid sick leave.
- vii. If an employee is rehired within one year from the date of separation, previously accrued and unused sick leave shall be reinstated, and the accrued paid sick leave may be used beginning on the date of rehiring.
- viii. Employees shall provide reasonable advance notice, either oral or written, if the need to use paid sick leave is foreseeable. Employees shall provide oral or written notice as soon as practicable if unforeseeable circumstances create a need to use paid sick leave.
- ix. Reasons for the use of paid sick leave shall be treated as confidential and shall not be disclosed to any person except to the affected employee, or as required by law.
- x. Records will be kept for a minimum of three years to show how many paid sick leave hours have been accrued and used by each employee covered by this paragraph B.5.
- xi. The employee has the right to request and use accrued paid sick leave, and may not be terminated, discriminated against, or retaliated against for using or requesting the use of accrued paid sick leave.

C. Acceptable Uses of Accrued Sick Leave

- 1. Accrued paid sick leave pursuant to paragraph B.5 of this policy may be used for the following purposes:
 - a. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or
 - b. For an employee who is a victim of domestic violence, sexual assault, or stalking.

D. Definitions for a Family Member

1. The Healthy Workplaces & Healthy Families Act of 2014 defines “family member” as any of the following:
 - a. A biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - b. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered partner, or a person who stood in loco parentis when the employee was a minor child.
 - c. A spouse.
 - d. A registered domestic partner.
 - e. A grandparent.
 - f. A sibling.

E. Prohibited Retaliatory Conduct

1. Retaliation or discrimination against an employee who request or used paid sick leave is prohibited. An employee may file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee for exercising these rights or other rights protected under the Labor Code. Local Offices are listed on the website at <http://www.dir.ca.gov/dlse/DistrictOffices.htm>.

Board of Supervisors

BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
RESOLUTION NO. _____

A RESOLUTION TO ADOPT THE NEW HEATHLY WORKPLACES, HEALTHY FAMILIES ACT OF 2014 AB 1522 PAID SICK LEAVE POLICY FOR TEMPORARY, SEASONAL, AND PART TIME EMPLOYEES.

WHEREAS, the new Healthy Workplaces, Healthy Families Act of 2014, AB 1522 requires employers to provide paid sick leave for temporary, seasonal, and part time employees who work more than thirty (30) days within a year will be entitled to paid sick leave; and

WHEREAS, probationary or permanent employees who are members of a bargaining group with regular work hours per week, already receive paid sick leave exceeding the new law's minimum standards.

WHEREAS, a temporary, seasonal, or part time employee who, on or after July 1, 2015, works in California for 30 or more days is entitled to paid sick leave; and

WHEREAS, paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate. Accrual shall begin on the first day of employment or July 1, 2015, whichever is later. Use of paid sick leave is limited to 24 hours per year, from the anniversary date of employment and for acceptable uses as listed in this policy; and

WHEREAS, an employees accrued paid sick leave shall carry over to the following year(s) of employment with a maximum of 48 hours accrued. Accrual of additional paid sick leave will be capped at 48 hours until paid sick leave is used at which time accrual will resume until the 48 hour cap is again reached; and

WHEREAS, the employee has the right to request and use accrued paid sick leave, and may not be terminated, discriminated against, or retaliated against for using or requesting the use of acceptable uses of accrued paid sick leave with this policy guidelines.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, County of Plumas, State of California, that the County Of Plumas hereby adopts the Healthy Workplaces, Healthy Families Act of 2014 Policy, attached hereto as Exhibit A and incorporated herein by reference.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 12th day of May, 2015, by the following vote:

AYES: **Supervisors**

NOES: **Supervisors**

ABSENT: **Supervisors**

Chairperson, Board of Supervisors

ATTEST:

Executive Clerk / Board of Supervisors

KE

Between

COUNTY OF PLUMAS

And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT, entered into on December 24, 2014, by and between the County of Plumas; (hereinafter called "County") and The Regents of the University of California on behalf of its Cooperative Extension Plumas County (hereinafter called "University") is hereby amended as set forth below.

The purpose of this amendment is to extend the period of performance and provide additional funding under Article 1 of the Agreement. The specific modifications to this Agreement follow:

ARTICLE II – COMPENSATION AND TERM

A. INITIAL PAYMENT

1. County agrees to pay University an additional fixed price amount of Fifteen Thousand Two Hundred dollars (\$15,200.00 US) for continued services provided during the budget period of July 1, 2015 through June 30, 2016. Funds may be carried forward from one budget period to the next budget period.
2. Payment shall be made payable – 50 % of the amount within thirty (30) days of execution of this agreement and the remaining 50% payment to be received by June 30, 2016, and any subsequent amendments by both parties. Payments shall be made payable to The Regents of the University of California, reference this agreement number, and be mailed to the following address:

Cashier's Office
University of California
PO Box 989062
West Sacramento, California 95798-9062

IN WITNESS WHEREOF, the parties have executed this amendment to the agreement on the day and year first above written.

COUNTY OF PLUMAS

BY _____

TITLE _____

DATE _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

BY _____

Wendy Ernst
Contracts and Grants Officer

DATE _____

Approved as to form:

Stephanie J. Marshall, Deputy, 5/1/15
COUNTY COUNSEL

BOARD AGENDA REQUEST FORM

IF

Department: Dept of Mental Health

Authorized Signature: 
Board Meeting Date: 5/12/15

Consent Agenda: Yes No

Request for _____ minutes for presentation
(If a specific time is needed, please contact the Clerk of the Board directly.)

Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Approve and Ratify Contract # MH 14150171 with BHC Heritage Oaks Hospital and Authorize the Interim Mental Health Director to sign as the Board's designee

B. _____

C. _____

Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

If another department or the CAO is opposed to an agenda item, please indicate the objection:

Attached Documents:

Contracts/Agreements:

Three copies? (Y)/N
Signed? (Y)/N

Budget Transfers Sheets:

Signed? (Y)/N

Other: _____

Publication:

Clerk to publish on _____.

Notice attached and e-mailed to Clerk.

Notice to be published _____ days prior to the hearing. _____

(if a specific newspaper is required, enter name here.)

Dept. published on _____ (Per Code § ____). Copy of Affidavit Attached.

County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

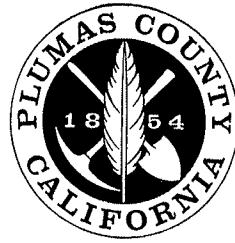
Yes: No: Not Applicable:

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

PLUMAS COUNTY MENTAL HEALTH

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



MEMO

Date: May 4, 2015

To: HONORABLE BOARD OF SUPERVISORS

From: MIMI HALL, INTERIM DIRECTOR *[Signature]*

Subject: BOARD AGENDA ITEM FOR MAY 12, 2015, CONSENT AGENDA

Item Description/Recommendation: Approve and Ratify Contract # MH14150171 with BHC Heritage Oaks Hospital and Authorize the Interim Mental Health Director to sign as the Board's designee.

Background and Discussion: As the Board is aware, Plumas County Mental Health (PCMH) Department has had a long standing association with BHC Heritage Oaks Hospital (Heritage Oaks), which provides psychiatric hospitalizations and services to Plumas County residents whose placement at Heritage Oaks as determined necessary by PCMH.

Plumas County Mental Health Public Health Agency Senior Nutrition Program has funding from 1991 Realignment and other non-general fund sources to fund the annual Contract with Heritage Oaks.

A copy of the Contract is on file with the Clerk of the Board for your review. Please contact me if you have any questions or need additional information.

BOARD AGENDA REQUEST FORM

Department: Mental Health

Authorized Signature:  /F2,3

Board Meeting Date 5-12-15

Request for _____ minutes for presentation

(If a specific time is needed, please contact the Clerk of the Board directly.)

Consent Agenda: Yes No

Description of Item for the Agenda (This is the wording that should appear on the agenda):

A . Adopt the attached Resolution Authorizing Participation in the California Mental Health Services Authority (CalMHSA); and

B . Approve the Joint Exercise of Powers Agreement (JPA) (as amended and effective July 1, 2013) governing operations of CalMHSA; and

C . Authorize the Director or Interim Director of the Mental Health Department to sign the JPA (amended and effective July 1, 2013) on behalf of the County and to act as representative of the County of the Board of Directors of the CalMHSA; and

D. Authorize the Interim Director of Mental Health to expend the application fee to participate in CalMHSA.

Review by Necessary Departments:

I have had this item reviewed and approved by the following departments **If another department or the CAO is opposed to an agenda item, please indicate the objection:**

Attached Documents:

Contracts/Agreements:

Three copies? (Y / N)

Signed? (Y / N)

Budget Transfers Sheets:

Signed? (Y/ N)

Other: _____

Publication:

Clerk to publish on _____ . Notice attached and e-mailed to Clerk.

Notice to be published _____ days prior to the hearing. _____ (if a specific newspaper is required, enter name here.)

Dept. published on _____ (Per Code §____). Copy of Affidavit Attached.

County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes: _____ No: _____ Not Applicable: _____

If Not Applicable, please state reason why: _____

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Mimi Hall, Interim Director



Date: May 4, 2015

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for May 12, 2015

Recommendation:

- a. Adopt the attached Resolution Authorizing Participation in the California Mental Health Services Authority (CalMHSA); and
- b. Approve the Joint Exercise of Powers Agreement (JPA) (as amended and effective July 1, 2013) governing operations of CalMHSA; and
- c. Authorize the Director or Interim Director of the Mental Health Department to sign the JPA (amended and effective July 1, 2013) on behalf of the County and to act as representative of the County of the Board of Directors of the CalMHSA; and
- d. Authorize the Interim Director of Mental Health to expend the application fee to participate in CalMHSA.

Background Information: Approval of the request allows the County's Department of Mental Health to Join the California Mental Health Services Authority (CalMHSA) in order to jointly develop and fund mental health services and education programs as determined by CalMHSA Board on a regional, statewide, or other basis.

The California Government Code (the "Joint Exercise of Powers Act, Section 6500 et seq.") permits two or more public agencies by agreement to jointly exercise powers common to the contracting parties. Six initial member Counties formed the CalMHSA in 2009. In April 2010, CalMHSA entered into a contract with the State Department of Mental Health (SMH) to administer three statewide Prevention and Early Intervention (PEI) Projects on behalf of its member counties. The JPA as amended in 2010 is attached. Under the Agreement, each Member County has a representative on CalMHSA's Board of Directors who is entitled to vote regarding general JPA governance and to govern Programs in which the County is participating. As of August 2013, CalMHSA had 50 member counties containing more than 95% of the state's population.

DHHS requests approval to join CalMHSA in order to act jointly with other counties to develop, fund as administer mental health services and education programs beneficial to our residents. CalMHSA does not deliver services itself, but facilitates efficient use of resources by multiple Counties by providing group purchasing power, joint development of Request for Proposals (RFPs) and contracts for services, reduced overhead through sharing of the expenses of administration and reporting, and sharing research and strategies.

CalMHSA also provides its member Counties with the ability to deal jointly with DHCS, DSH, MHSOAC, and the legislature.

The presence of a majority of the membership of the Board shall constitute a quorum for the transaction of business. Following the establishment of a quorum, measures may be passed by a simple majority of Members present and voting, except as state below.

A super majority of the Board is required as to those matters which are so specified above.

As to votes on Program – specific matters (including but not limited to motions to approve Program Participation Agreements, to terminate a Program, or to expel a participant from a Program), only those members participating in the Program will be counted in determining whether there is a quorum and whether there is approval by a majority of those present and voting. Voting by Program participants regarding Program matters may be by roll call of the members participating. Program-specific votes shall be designated as such in the agenda for the meeting.

There is a one-time application fee of up to \$250 for Plumas County to join CalMHSA. Otherwise, participation in the Authority will not impose any additional County costs except those the County voluntarily incurs by electing to participate in specific CalMHSA programs or by employing CalMHSA to provide administrative services for mental health projects.

No direct effect on current County services will occur as a result of merely joining CalMHSA. The County may subsequently elect to have CalMHSA administer mental health projects or programs in lieu of their administration by the County, if doing so is deemed advantageous by the County. Joint administration of programs or projects by CalMHSA should result in more cost-effective rates for services, reduced demands on County administrative services, and increased efficiency in implementing services.

Please contact me if you have any questions or need additional information. Thank you.

RESOLUTION OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, APPROVING PLUMAS COUNTY TO PARTICIPATE IN THE CALIFORNIA, MENTAL HEALTH SERVICES AUTHORITY, A JOINT POWERS AUTHORITY, WITH OTHER CALIFORNIA COUNTIES TO DEVELOP AND FUND MENTAL HEALTH SERVICES AND EDUCATION PROGRAMS.

WHEREAS, In November 2004, California voters passed Proposition 63, which was enacted into law in 2005 as the Mental Health Services Act (MHSA) and which imposed a 1% tax on adjusted annual income over \$1,000,000 for the purpose of reducing the long-term adverse impact in individuals, families and state and local budgets resulting from untreated serious mental illness; and

WHEREAS, California Mental Health Services Authority (CalMHSA) is a Joint Powers Authority formed to be a single agency acting for its member counties to develop mental health services and education programs, obtain funding, contract for services, collect data, make reports, and act as repository of information and expertise for such programs; and

WHEREAS, CalMHSA has entered into a contract with the California Department of Mental Health (DMH) to administer Statewide Programs for Prevention and Early Intervention (PEI), and has worked with the Mental Health Services Oversight and Accountability Commission (OAC) to facilitate compliance with OAC Guidelines; and

WHEREAS, Fifty Counties are currently members of CalMHSA; and

WHEREAS, Plumas County desires to become a member of the CalMHSA.

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

1. The Plumas County Board of Supervisors approves Plumas County's participation as a member in the CalMHSA, a Joint Powers Authority, with other California counties in order to jointly develop and fund mental health services and education programs on a regional or state-wide basis; and
2. The Board hereby designates the Director or Interim Director of the Department of Mental Health to sign the Join Exercise Powers Agreement, and to act as the representative of Plumas County in the CalMHSA; and
3. The Board hereby authorizes the County's Director or Interim Director to expend \$250 as the application fee to participate in CalMHSA.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 12th day of May 2015, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest:

Clerk, Plumas County Board of Supervisors

Chair, Plumas County Board of Supervisors

RESTATED JOINT EXERCISE OF POWERS AGREEMENT

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

This **Agreement** is executed in the State of California by and among those **Members**, organized and existing under the Constitution of the State of California, which are parties signatory to this **Agreement**. All such **Members** shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California **Government Code** (the "Joint Exercise of Powers Act," **Government Code** section 6500 *et seq.*) permits two or more public agencies by **Agreement** to exercise jointly powers common to the contracting parties; and

WHEREAS, various provisions of the California Welfare and Institutions Code allow California counties to jointly conduct or administer mental and/or behavioral health programs; and

WHEREAS, counties are authorized to jointly contract for state hospital beds (WIC § 4330 *et seq.*); and

WHEREAS, Division 5 of the Welfare and Institutions Code authorizes counties to jointly implement various mental health services governed by that division (including but not limited to §5600 *et seq.*, §5800 *et seq.*, §5840 *et seq.* and §5850 *et seq.*); and

WHEREAS, Chapter 6.3 of Division 3 of Title 3 of the Government Code authorizes joint county contracts with the state for administration of programs, services, or activities including the Drug Medi-Cal Treatment Program (GC §30029.7); and

WHEREAS, Division 9 of the Welfare and Institutions Code (including but not limited to WIC §14712) authorizes joint county implementation of managed mental health care for Medi-Cal beneficiaries and joint county delivery of specialty mental health services; and

WHEREAS, statewide program risk pools for mental health plan (MHP) services are authorized under Division 9 of the Welfare and Institutions Code (including but not limited to WIC § 14718); and

WHEREAS, the **Members** executing this **Agreement** desire to join together for the purpose of jointly exercising their powers under any or all of the statutes referenced above, or any other statute governing county provision of mental and/or behavioral health programs, services or activities.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1

PURPOSES

This **Agreement** is entered into by the **Members** in order to create a separate public entity to provide administrative and fiscal services in support of the Members' Mental/Behavioral Health Departments acting alone or in collaboration with other such Departments, which may include operation of Programs to:

- (a) Administer prevention and early intervention services under the Mental Health Services Act;
- (b) Contract and/or negotiate with the State or other providers of mental hospital beds and similar or related services;
- (c) Contract and/or negotiate with the State or federal government for administration of mental health services, programs or activities including but not limited to the Drug Medi-Cal Treatment Program, managed mental health care, delivery of specialty mental health services;
- (d) Operate program risk pools;
- (e) Provide any other similar or related fiscal or administrative services that would be of value to Members such as group purchasing, contract management,

research and development, data management, maintenance of a research depository, training, technical assistance, capacity building, education and training; and

- (f) Research, develop, and execute any appropriate policy requests from the the California State Association of Counties ("CSAC") or its affiliates.

It shall be the intent of the **Authority** that all such **Programs** are fiscally self-contained requiring no additional funding from **Members**. Accordingly, no **Member** shall be obligated to fund the **Authority** or any **Program** in an amount greater than the amount to which the **Member** has previously agreed. The indirect costs to operate the **Authority** shall be allocated to each of the **Programs** operated by the **Authority** as directed by its **Members**.

ARTICLE 2

PARTIES TO THE AGREEMENT

Each **Member**, as a party to this **Agreement**, certifies that it intends to and does contract with all other **Members** as parties to this **Agreement** and, with such other **Members** as may later be added as parties to this **Agreement**. Each **Member** also certifies that the withdrawal, expulsion, or other removal of any party from this **Agreement** shall not terminate this **Agreement** or the **Member's** obligations hereunder.

ARTICLE 3

CREATION OF THE AUTHORITY

Pursuant to the Joint Powers Act, there is hereby created a public entity separate and apart from the parties, hereto, to be known as the California Mental Health Services Authority, with such powers as are hereinafter set forth.

Pursuant to the Government Code, Section 6508.1, the assets, debts, liabilities, and obligations of the **Authority** shall not constitute assets, debts, liabilities, or obligations of any

party to this **Agreement**. However, a party to the Agreement may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the **Authority**.

ARTICLE 4

POWERS OF THE AUTHORITY

The **Authority** shall have all of the powers common to General Law counties in California and all additional powers set forth in the Article 1, Chapter 5, Division 7, Title 1 of the California **Government Code** (beginning with Section 6500), and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from **Members** as provided in **Government Code** Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to **Government Code** Section 6509.5.
- (g) To carry out all provisions of this **Agreement**.
- (h) To define fiscal and **Program** participation and withdrawal provisions of **Members**.
- (i) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 5
TERM OF THE AGREEMENT

This **Agreement** shall become effective on July 1, 2009. This Agreement shall continue in effect until lawfully terminated as provided herein and in Bylaws.

ARTICLE 6
BOARD OF DIRECTORS

The **Authority** shall be governed by the **Board of Directors**, which shall be composed of the local county or city mental health director from each **Member**, appointed or designated, and acknowledged in writing, by the **Member** governing body and serving at the pleasure of that body. Each director shall also designate an alternate director who shall have the authority to attend, participate in and vote at any meeting of the **Board** when the director is absent. A Director or alternate director, upon termination of office or employment with the county, shall automatically terminate membership on the **Board**.

The **Board** shall exercise all powers and conduct all business of the **Authority**, either directly or by delegation except to the extent prohibited by this **Agreement**, the Bylaws, or applicable law.

The **Board** shall elect officers, consisting of a president, vice-president, treasurer, and secretary, according to procedures specified in Bylaws. The **Board** may create committees, including an **Executive Committee**, consistent with the procedures set forth in Bylaws.

To adhere to the regulations of the Fair Political Practices Commission (Title 2, Division 6, California Code of Regulations), each Director and alternate shall file with the **Authority** the required Fair Political Practices Commission (FPPC) forms upon assuming office, during office, and upon termination of office.

Any vacancy in a director position shall be filled by the appointing governing body, subject to the provisions of this Article.

The presence of a majority of the membership of the Board shall constitute a quorum for the transaction of business. Following the establishment of a quorum, measures may normally be passed by a simple majority of **Members** present and voting. As to an action that affects only one of the **Authority's Programs**, only those **Members** who represent counties participating in that **Program** will be counted in determining whether there is a quorum and whether there is approval by a majority.

Notwithstanding the preceding paragraph, upon the motion of any Board **Member**, seconded by another, passage of a measure by the Board will require approval through a weighted voting procedure. For weighted voting purposes there shall be a total of 75 votes. Each **Member** shall have one vote. The remaining votes shall be allocated among the **Members** based on the most recent census. This calculation shall be performed and reviewed annually in June, prior to the next fiscal year. Any weighted vote will be a roll call vote. Weighted votes must be cast in whole by the voting county and may not be split.

At any meeting at which a quorum is initially present, the **Board** may continue to transact business notwithstanding the withdrawal of enough **Members** to leave less than a quorum, provided that each action is approved by at least a majority of the number required to constitute a quorum, and is taken subject to the above-stated proviso concerning actions restricted to one **Program** and to special voting requirements, if any, stated elsewhere in this **Agreement**. If a quorum of the **Board** is not present, the **Executive Committee** may act in the **Board's** stead if a quorum of the **Executive Committee** is present, except as to those actions listed in the Bylaws as requiring action of the full **Board**.

ARTICLE 7

ACCOUNTS AND RECORDS

- (a) Annual Budget. The **Authority** shall annually adopt an operating budget which shall include a separate budget for each **Program** under development or adopted and implemented by the **Authority**.

- (b) Funds and Accounts. The **Authority** shall establish and maintain such funds and accounts as may be required by Generally Accepted Accounting Principles, or by any provision of law or any resolution of the **Authority**. Books and records of the **Authority** shall be open to inspection at all reasonable times by authorized representatives of **Members**. Additionally, the **Authority** shall adhere to the standard of strict accountability for funds set forth in **Government Code** Section 6505.
- (c) Annual Audit. Pursuant to **Government Code** Section 6505, the **Authority** shall either make or contract with a certified public accountant to make an annual **Fiscal Year** audit of all accounts and records of the **Authority**, conforming in all respects with the requirements of that section. By unanimous request of the Board, the audit may be biennial as permitted by Government Code section 6505, subdivision (f). A report of the audit shall be filed as a public record with each of the **Members** and also with the county auditor of the county where the home office of the **Authority** is located and shall be sent to any public agency or person in California that submits a written request to the **Authority**. The report shall be filed within twelve months of the end of the **Fiscal Year** or years under examination. Costs of the audit shall be considered a general expense of the **Authority**.

ARTICLE 8

RESPONSIBILITIES FOR FUNDS AND PROPERTY

The Treasurer of the **Board** shall have the custody of and disburse the **Authority's** funds. He or she may delegate disbursing authority to such persons as may be authorized by the **Board** of Directors to perform that function consistent with **Government Code** Section 6505.6, subject to the requirements of (b) below.

Pursuant to **Government Code** Section 6505.5, the Treasurer of the **Board** shall:

- (a) Receive and acknowledge receipt for all funds of the **Authority** and place them in the treasury so designated by the Treasurer of the **Board** to the credit of the **Authority**.
- (b) Be responsible upon his or her official bond for the safekeeping and disbursements of all **Authority** funds so held by him or her.
- (c) Be responsible for oversight of payment, when due, out of money of the **Authority** so held, all sums payable by the **Authority**. The **Board** of Directors may delegate authority to anybody or person to make such payments from **Authority** funds.
- (d) Verify and report in writing to the **Authority** and to **Members**, as of the first day of each quarter of the **Fiscal Year**, the amount of money then held for the **Authority**, the amount of receipts since the last report, and the amount paid out since the last report.

Pursuant to **Government Code** Section 6505.1, the **Authority** shall designate the public office or officers or person(s) who shall have charge of, handle, and have access to the property of the **Authority** and shall require such officer(s) or person(s) to file an official bond in amount fixed by the contracting parties.

ARTICLE 9

WITHDRAWAL

- a) A **Member** may withdraw as a party to this **Agreement** upon written notice no later than December 31 of the **Fiscal Year**, effective the end of the **Fiscal Year**, to the **Authority** if it has never become a participant in any **Program** or if it has previously withdrawn from all **Programs** in which it was a participant.
- b) A **Member** Withdrawal from **Programs** will be defined in the specific **Program** Bylaws.

ARTICLE 10

EXPULSION

Notwithstanding the provisions of Article 8, the **Board** of Directors may:

- (a) Expel any **Member** from this **Agreement** and membership in the **Authority**, on a two-thirds (2/3) vote of the **Board Members** present and voting. Such action shall have the effect of terminating the **Member's** participation in all **Programs** of the **Authority** as of the date that its membership is terminated.
- (b) Expel any **Member** from participation in a **Program** of the **Authority**, without expelling the **Member** from the **Authority** or participation in other **Programs**, on a majority vote of the **Board Members** present and voting who represent participants in the **Program**.

The **Board** shall give sixty (60) days advance written notice of the effective date for any expulsion under the foregoing provisions. Upon such effective date, the **Member** shall be treated the same as if it had voluntarily withdrawn from this **Agreement**, or from the **Program**, as the case may be.

ARTICLE 11

EFFECT OF WITHDRAWAL OR EXPULSION

Except as provided below, a **Member** who withdraws or is expelled from this **Agreement** and membership in the **Authority**, or from any **Program** of the **Authority**, shall not be entitled to the return of any payment to the **Authority**, or of any property contributed to the **Authority**.

A **Member** that has withdrawn from a **Program** pursuant to Article 9 or that has been expelled from a **Program** pursuant to Article 10 shall be obligated for its prorata share of expenses incurred during the **Member's** participation in any **Program**, including any expenses

unavoidably incurred thereafter. The **Authority** will return any contribution made by the **Member** that exceeds the expenses allocated to that **Member**.

In the event of termination of this **Agreement**, a withdrawn or expelled **Member** may share in the distribution of assets of the **Authority** to the extent provided in Article 12.

ARTICLE 12

TERMINATION AND DISTRIBUTION OF ASSETS

A two-thirds vote of the total voting membership of the **Authority**, consisting of **Members**, acting through their governing bodies and the voting **Board Members** from the **Member** public entities, is required to terminate this **Agreement**; provided, however, that this **Agreement** and the **Authority** shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of the **Authority**.

Upon termination of this **Agreement** and following disposition of all claims against and obligations of the **Authority**, all remaining assets of the **Authority** in each **Program** shall be distributed among those **Members** who participated in that **Program** in proportion to their cash contributions and property contributed (at market value when contributed). The **Board** of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the **Program**.

ARTICLE 13

LIABILITY OF BOARD OF DIRECTORS, OFFICER, COMMITTEE MEMBERS AND ADVISORS

The **Members** of the **Board** of Directors, Officers, committee members and advisors to any **Board** or committees of the **Authority** shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this **Agreement**.

They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by the agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of **Authority** funds, or failure to invest.

No Director, Officer, committee member or advisor to any **Board** member, Officer or committee member shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or advisor to any committee. No Director, Officer, committee member or advisor to any committees shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this **Agreement**.

The funds of the **Authority** shall be used to defend, indemnify and hold harmless the **Authority** and any Director, Officer, committee member or advisor to any committee for their actions taken within the scope of the **Authority**. Nothing herein shall limit the right of the **Authority** to purchase insurance to provide such coverage as is hereinabove set forth.

ARTICLE 14

BYLAWS

The **Board** shall adopt Bylaws consistent with this **Agreement** which shall provide for the administration and management of the **Authority**.

ARTICLE 15

NOTICES

The **Authority** shall address notices, billings and other communications to a **Member** as directed by the **Member**. Each **Member** shall provide the **Authority** with the address to which communications are to be sent. **Members** shall address notices and other communications to the **Authority** to the Executive Director of the **Authority**, at the office address of the **Authority** as set for in the Bylaws.

ARTICLE 16

AMENDMENT

Adoption of any amendment to this **Agreement** requires approval by the **Board**, followed by ratification of the amendment by the governing boards of two-thirds of the **Members**. Such **Agreement** shall become effective upon ratification by governing boards of the requisite number of **Members**.

ARTICLE 17

PROHIBITION AGAINST ASSIGNMENT

No **Member** may assign any right, claim or interest it may have under this **Agreement**, and no creditor, assignee or third party beneficiary of any **Member** shall have any right, claim or title to any part, share, interest, fund, or asset of the **Authority**.

ARTICLE 18

DISPUTE RESOLUTION

When a dispute arises between the **Authority** and the **Member**, the following procedures are to be followed:

- (a) Request for Reconsideration. The **Member** will make a written request to the **Authority** for the appropriate committee to reconsider their position, citing the arguments in favor of the **Member** and any applicable case law that applies. The **Member** can also request a personal presentation to the governing body, if it so desires.

- (b) Committee Appeal. The committee responsible for the **Program** having jurisdiction over the decision in question will review the matter and reconsider the **Authority's** position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the **Member** requesting reconsideration is represented on the committee having jurisdiction, the committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (c) **Executive Committee** Appeal. If the **Member** is not satisfied with the outcome of the committee appeal, the matter will be brought to the **Executive Committee** for reconsideration upon request of the **Member**. If the **Member** requesting reconsideration is represented on the **Executive Committee**, that **Executive Committee** member shall be deemed to have a conflict and shall be excluded from any vote.
- (d) Arbitration. If the **Member** is not satisfied with the outcome of the **Executive Committee** appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for the determination. If binding arbitration is selected, then of course the decision of the arbitrator is final, and both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved **Member** and the **Authority**.
- (e) Litigation. If, after following the dispute resolution procedures above either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as possible means of seeking a remedy to the dispute.

ARTICLE 19

DEFINITIONS

“Agreement” shall mean the Joint Powers Agreement of the California Mental Health Services Authority”

“Authority” shall mean the California Mental Health Services Authority created by this Agreement.

“Board of Directors” or **“Board”** shall mean the governing body of the Authority.

Authority “Fiscal Year” shall mean that period of twelve months which is established by the Board of Directors as the **Fiscal Year of the Authority**.

“Government Code” shall mean the California **Government Code**.

“Executive Committee” shall be defined by the bylaws, as to composition, powers, and terms.

“Joint Powers Act” shall mean the Joint Exercise of Powers Act, set forth at Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the **Government Code**.

“Member” shall mean any county or city operating a mental health program which, through the membership of its Director of Mental Health as appointed by the governing body (pursuant to Welfare & Institutions Code Section 5751) has executed this **Agreement** and become a **Member of the Authority**.

“Program” shall mean the mental and/or behavioral health initiatives, but not limited to, that are described in this **Agreement**. The **Board of Directors** or the **Executive Committee** may determine applicable criteria for determining **Member’s** eligibility in any **Program**, as well as establishing **Program** policies and procedures.

ARTICLE 20

AGREEMENT COMPLETE

This **Agreement** constitutes the full and complete **Agreement** of the parties.

CaSonya Thomas San Bernardino County	Date	Patrick O. Duterte Solano County	Date
Dr. Wayne Clark Monterey County	Date	Michael Laffin Colusa County	Date
Dr. Karen Baylor San Luis Obispo County	Date	Dr. Madelyn Schlaepfer Stanislaus County	Date
Dr. Brad Luz Sutter/Yuba County	Date	Michael Kennedy Sonoma County	Date
Dr. Marvin J. Southard Los Angeles County	Date	Noel O'Neill Trinity County	Date
Anne Robin, MFT Butte County	Date	Rama Khalsa Santa Cruz County	Date
Scott Gruendl Glenn County	Date	Kristy Kelly Lake County	Date
Dr. Karen Stockton Modoc County	Date	Meloney A. Roy Ventura County	Date
Dr. Richard J. Burton Placer County	Date	Kim Suderman Yolo County	Date
Mary Ann Carrasco Sacramento County	Date	Nancy Pena Santa Clara County	Date
Donna Taylor Fresno County	Date	Mary Hale Orange County	Date

Jerry Wengerd Riverside County	Date	Steven Grolic-McClurg Contra Costa County	Date
Van Do-Reynoso Madera County	Date	Stephen Kaplan San Mateo County	Date
Michael W. Horn Imperial County	Date	Daniel Nielson El Dorado County	Date
Stacey Cryer Mendocino County	Date	Dr. James A. Waterman Kern County	Date
Jo Robinson San Francisco City and County	Date	Margaret Kisliuk Marin County	Date
Nick Macchione, FACHE San Diego County	Date	Terry Barber Siskiyou County	Date
Barbara LaHaie Humboldt County	Date	Barbara Pierson Lassen County	Date
James Rydingsword Mariposa County	Date	Jaye Vanderhurst Napa County	Date
Alan Yamamoto San Benito County	Date	Rita Austin Tuolumne County	Date
Jesse H. Duff Tri-City Mental Health Center	Date	Gary R. Blatnick Del Norte County	Date
Donnell Ewert Shasta County	Date	Dr. Timothy Durick Tulare County	Date

Michael Heggarty Nevada County	Date	Robin Roberts Mono County	Date
Victor Singh San Joaquin County	Date	Dr. Gail Zwier Inyo County	Date
Mary Anne Ford Sherman Kings County	Date	Dr. Karyn Tribble City of Berkeley	Date

Date Adopted: July 1, 2009

Amended Effective: June 10, 2010

Amended Effective: July 1, 2013

Mimi Khin Hall, Director of Public Health Date
Plumas County


Steve Mansell, Deputy County Counsel Date
Plumas County

APPENDIX A

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY BOARD OF DIRECTORS AND MEMBER LISTING

City of Berkeley

Karyn Tribble, PsyD, LCSW
Manager
City of Berkeley Mental Health Division
Bay Area Region
1947 Center Street, 3rd Floor
Berkeley, CA 94704
Phone: (510) 981-5213
Fax: (510) 981-5235
Email: ktribble@ci.berkeley.ca.us

City of Berkeley

Name - Alternate
Title
City of Berkeley Mental Health Division
Bay Area Region
1947 Center Street, 3rd Floor
Berkeley, CA 94704
Phone: (510) 981-5270
Fax: (510) 981-5235
Email:

Butte County

Anne Robin, MFT
Director
Butte County Behavioral Health
Superior Region - Representative
109 Parmac Road, Suite 2
Chico, CA 95926
Phone: (530) 891-2850
Fax: (530) 895-6549
Email: arobin@buttecounty.net

Butte County

Elizabeth Gowan – Alternate
MHSA Coordinator
Butte County Behavioral Health
Superior Region
109 Parmac Road, Suite 2
Chico, CA 95926
Phone: (530) 891-2887
Fax: (530) 895-6549
Email: egowan@buttecounty.net

Colusa County

TBD
Title - Colusa County Department of Behavioral
Health
Superior Region - Representative
162 E. Carson Street, Suite A
Colusa, CA 95932
Phone: (530) 458-0846
Fax: (530) 458-7751
Email:

Colusa County

Michael Laffin – Alternate
Fiscal Administrative Officer - Colusa County
Department of Behavioral Health
Superior Region
162 E. Carson Street, Suite A
Colusa, CA 95932
Phone: (530) 458-0520
Fax: (530) 458-7751
Email: mlaffin@countyofcolusa.org

Contra Costa County

Steven Grolnic-McClurg, LCSW
Director of Mental Health
Contra Costa County Behavioral Health Division
Bay Area Region
1340 Arnold Drive, Suite 200
Martinez, CA 94553
Phone: (925) 957-5115
Fax: (925) 957-5217
Email: steven.grolnic-mcclurg@hsd.cccounty.us

Contra Costa County

Name – Alternate
Title
Contra Costa County Mental Health Administration
Bay Area Region
1340 Arnold Drive, Suite 200
Martinez, CA 94553
Phone: (925) 957-5169
Fax: (925) 957-5217
Email:

Del Norte County**Gary R. Blatnick**

Director

Del Norte County Department of Health and Human Services

Superior Region

880 Northcrest Drive

Crescent City, CA 95531

Phone: (707) 464-3454

Fax: (707) 465-4272

Email: gblatnick@co.del-norte.ca.us**El Dorado County****Daniel Nielson, MPA**

Director

El Dorado County Health and Human Services Agency

Central Region

3057 Briw Road

Placerville, CA 95667

Phone: (530) 642-727

Fax: (530) 626-7734

Email: daniel.nielson@edcgov.us**Fresno County****Donna Taylor, RN**

Director

Fresno County Behavioral Health Department

Central Region

4441 E. Kings Canyon, MS #97

Fresno, CA 93702

Phone: (559) 253-9183

Fax: (559) 253-9144

Email: dtaylor@co.fresno.ca.us**Glenn County****Scott Gruendl, MPA – Treasurer**

Director

Glenn County Health Services Agency

Superior Region

242 North Villa Avenue

Willows, CA 95988

Phone: (530) 934-6582

Fax: (530) 934-6592

Email: sgruendl@glenncountyhealth.net**Del Norte County****Dorothy Provencio - Alternate**

Assistant Director

Del Norte County Department of Health and Human Services

Superior Region

455 K Street

Crescent City, CA 95531

Phone: (707) 465-0335 x511-10

Fax: (707) 465-0855

Email: dprovencio@co.del-norte.ca.us**El Dorado County****Patricia Charles-Heathers - Alternate**

Assistant Director

El Dorado County Health and Human Services Agency

Central Region

3057 Briw Road

Placerville, CA 95667

Phone: (530) 621-6270

Fax: (530) 295-2565

Email: patricia.charles-heathers@edcgov.us**Fresno County****Karen Markland – Alternate**

MHSA Division Manager

Fresno County Behavioral Health Department

Central Region

3133 North Millbrook Avenue,

Rm 256/MS # 100

Fresno, CA 93702

Phone: (559) 453-6577

Fax: (559) 453-5099

Email: kmarkland@co.fresno.ca.us**Glenn County****Cecilia Hutsell , MPA – Alternate**

Chief Deputy

Glenn County Health Services

Superior Region

242 North Villa Avenue

Willows, CA 95988

Phone: (530) 934-6347

Fax: (530) 934-6369

Email: chutsell@glenncountyhealth.net

Humboldt County**Barbara LaHaie**

Assistant Director of Programs

Humboldt County Health and Human Services

Superior Region

720 Wood Street

Eureka, CA 95501

Phone: (707) 441-5400

Fax: (707) 441-5412

Email: blahaie@co.humboldt.ca.us**Imperial County****Michael W. Horn, MFT**

Director

Imperial County Behavioral Health Services

Southern Region

202 North Eighth Street

El Centro, CA 92243

Phone: (760) 482-4068

Fax: (760) 352-0798

Email: michaelhorn@co.imperial.ca.us**Inyo County****Gail Zwier, PhD**

Director

Inyo County Mental Health Department

Central Region

162 J Grove Street

Bishop, CA 93514

Phone: (760) 872-2590

Fax: (760) 873-3277

Email: gzwier@inyocounty.us**Kern County****James A. Waterman, PhD**

Director

Kern County Mental Health Department

Southern Region

3300 Truxton Avenue, Ste 290

Bakersfield, CA 93301

Phone: (661) 868-6609

Fax: (661) 868-6847

Email: jwaterman@co.kern.ca.us**Kings County****Mary Anne Ford Sherman, MA**

Director

Kings County Behavioral Health Administration

Central Region

450 Kings Canyon Drive, Suite 104

Hanford, CA 93230

Phone: (559) 582-3211

Fax: (559) 589-6916

Email: maryanne.fordsherman@co.kings.ca.us**Humboldt County****Asha George, PhD - Alternate**

Branch Director, Mental Health

Humboldt County Health and Human Services

Superior Region

720 Wood Street

Eureka, CA 95501

Phone: (707) 845-7287

Fax: (707) 441-5412

Email: ageorge@co.humboldt.ca.us**Imperial County****Andrea Kuhlen, MPA – Alternate**

Senior Behavioral Health Manager

Imperial County Behavioral Health Services

Southern Region

202 North Eighth Street

El Centro, CA 92243

Phone: (760) 482-4096

Fax: (760) 482-2983

Email: andreakuhlen@co.imperial.ca.us**Inyo County****Cynthia Mattovich**

MHSA Human Services Supervisor

Inyo County Mental Health Department

Central Region

162 J Grove Street

Bishop, CA 93514

Phone: (760) 873-8039

Fax: (760) 873-3277

Email: dmattovich@inyocounty.us**Kern County****Bill Walker- Alternate**

Crisis Service Administrator

Kern County Mental Health

Southern Region

2151 College Ave

Bakersfield, CA 93302

Phone: (661) 868-8155

Fax: (661) 868-8087

Email: bwalker@co.kern.ca.us**Kings County****Ahmad Bahrami – Alternate**

Program Manager

Kings County Behavioral Health Administration

Central Region

450 Kings Canyon Drive, Suite 104

Hanford, CA 93230

Phone: (559) 582-3211

Fax: (559) 589-6916

Email: ahmadreza.bahrami@co.kings.ca.us

Lake County
Kristy Kelly, MFT
Mental Health Director
Lake County Mental Health Department
Superior Region
6302 13th Avenue
Lucerne, CA 95458
Phone: (707) 274-9101
Fax: (707) 263-1507
Email: kristyk@co.lake.ca.us

Lassen County
Barbara Pierson
Director, Mental Health Division
Lassen County Health and Social Services
Superior Region
1445 Paul Bunyan Road
Susanville, CA 96130
Phone: (530) 251-8131
Fax: (530) 251-2669
Email: bprierson@co.lassen.ca.us

Los Angeles County
Marvin J. Southard, DSW
Director
Los Angeles County Mental Health
Los Angeles Region - Representative
550 S. Vermont Avenue, 12th Floor
Los Angeles, CA 90020
Phone: (213) 738-4601
Fax: (213) 386-1297
Email: msouthard@dmh.lacounty.gov

Madera County
Van Do-Reynoso, MPH
Interim Director
Madera County Behavioral Health Services
Central Region
PO Box 1288
Madera, CA 93637
Phone: (559) 673-3508
Fax: (559) 675-4999
Email: van.doreynoso@co.madera.ca.gov

Marin County
Margaret Kisliuk, HHS
Chief Assistant Director
Marin County Department of Mental Health and
Human Services
Bay Area Region
20 North San Pedro Road, Suite 2028
San Rafael, CA 94903
Phone: (415) 473-6769
Fax: (415) 473-3791
Email: mkisliuk@co.marin.ca.us

Lake County
Name – Alternate
Title
Lake County Mental Health Department
Superior Region
6302 13th Avenue
Lucerne, CA 95458
Phone:
Fax: (707) 263-1507
Email:

Lassen County
Melody Brawley – Alternate
Director, Mental Health Division
Lassen County Health and Social Services
Superior Region
1445 Paul Bunyan Road
Susanville, CA 96130
Phone: (530) 251-8134
Fax: (530) 251-2669
Email: mbrawley@co.lassen.ca.us

Los Angeles County
William Arroyo, MD – Alternate
Regional Medical Director
Los Angeles County Mental Health
Los Angeles Region - Representative
550 S. Vermont Avenue, 10th Floor
Los Angeles, CA 90020
Phone: (213) 738-6152
Fax: (213) 351-2491
Email: warroyo@dmh.lacounty.gov

Madera County
Debby Estes, LCSW – Alternate
Assistant Director
Madera County Behavioral Health Services
Central Region
PO Box 1288
Madera, CA 93637
Phone: (559) 673-3508
Fax: (559) 675-4999
Email: debby.estes@co.madera.ca.gov

Marin County
Celia Allen – Alternate
Assistant CFO
Marin County Department of Health and Human
Services
Bay Area Region
20 North San Pedro Road, Suite 2028
San Rafael, CA 94903
Phone: (415) 499-2658
Fax: (415) 507-1512
Email: callen@co.marin.ca.us

Mariposa County
Jim Rydingsword
Director
Mariposa County Human Services Department
Central Region
5362 Leme Lane
Mariposa, CA 95338
Phone: (209) 742-0892
Fax: (209) 742-0996
Email: jrydings@mariposacounty.org

Mariposa County
John Lawless, LCSW - Alternate
Deputy Director
Behavioral Health and Recovery Services,
Mariposa County Mental Health
Central Region
5362 Leme Lane
Mariposa, CA 95338
Phone: (209) 742-0889
Fax: (209) 742-0996
Email: jlawless@mariposahsc.org

Mendocino County
Stacey Cryer
Director
Mendocino County Health and Human Services
Agency
Superior Region
1120 S. Dora St
Ukiah, CA 95482
Phone: (707) 472-2700
Fax: (707) 472-2335
Email: cryers@co.mendocino.ca.us

Mendocino County
Tom Pinizzotto, MSW – Alternate
Interim Mental Health Branch Director
Mendocino County Health and Human Services
Agency
Superior Region
860 N. Bush St
Ukiah, CA 95482
Phone: (916) 960-7497
Fax: (707) 463-5445
Email: tom.pinizzotto@hotmail.com

Modoc County
Karen Stockton, PhD, MSW
Director
Modoc County Mental Health Services
Superior Region - Representative
441 North Main Street
Alturas, CA 96101
Phone: (530) 233-6312
Fax: (530) 233-6339
Email: karenstockton@co.modoc.ca.us

Modoc County
Tara Shepherd, MA – Alternate
Deputy Director
Modoc County Mental Health Services
Superior Region
441 North Main Street
Alturas, CA 96101
Phone: (530) 233-6312
Fax: (530) 233-6339
Email: tarashepherd@co.modoc.ca.us

Mono County
Robin Roberts, MFT
Director
Mono County Mental Health Services
Central Region
PO Box 2619
Mammoth Lakes, CA 93546
Phone: (760) 924-1740
Fax: (760) 924-1741
Email: rroberts@mono.ca.gov

Mono County
Shirley K. Martin
Administrative Services Supervisor
Mono County Mental Health Services
Central Region
PO Box 2619
Mammoth Lakes, CA 93546
Phone: (760) 924-1742
Fax: (760) 924-1741
Email: smartin@mono.ca.gov

Monterey County
Wayne Clark, PhD – President
Director
Monterey County Behavioral Health
Bay Area Region
1270 Natividad Road
Salinas, CA 93906-3198
Phone: (831) 755-4509
Fax: (831) 755-4980
Email: clarkww@co.monterey.ca.us

Napa County
Jaye Vanderhurst, LCSW
Mental Health Director
Napa County Health and Human Services
Bay Area Region
2344 Old Sonoma Road
Building A, Room 122
Napa, CA 94559
Phone: (707) 299-2102
Fax: (707) 299-2199
Email: jaye.vanderhurst@countyofnapa.org

Nevada County
Michael Heggarty, MFT
Director
Nevada County Behavioral Health Department
Superior Region
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945
Phone: (530) 470-2784
Fax: (530) 271-0257
Email: michael.heggarty@co.nevada.ca.us

Orange County
Mary Hale
Chief of Operations
Orange County Behavioral Health Department
Southern Region
405 West 5th Street, Suite 726, 7th Floor
Santa Ana, CA 92701
Phone: (714) 834-7024
Fax: (715) 834-5506
Email: mhale@ochca.com

Monterey County
Sidney M. Smith, PhD – Alternate
Deputy Director
Monterey County Children's Services
Bay Area Region
951-B Blanco Circle
Salinas, CA 93901
Phone: (831) 784-2170
Fax: (831) 784-2148
Email: smithsm@montereycounty.ca.us

Napa County
Harold Malin - Alternate
Mental Health Manager
Napa County Health and Human Services
Bay Area Region
2344 Old Sonoma Road
Building A, Room 122
Napa, CA 94559
Phone: (707) 259-8662
Fax: (707) 299-2199
Email: haroldmarty.malin@countyofnapa.org

Nevada County
Jeffrey S. Brown, MPH, MSW - Alternate
Director
Nevada County Health and Human Services
Agency
Superior Region
950 Maidu Avenue
Nevada City, CA 95959
Phone: (530) 470-2562
Fax: (530) 265-9860
Email: jeffrey.brown@co.nevada.ca.us

Orange County
Mark Refowitz, MSW – Alternate
Deputy Agency Director
Orange County Behavioral Health Department
Southern Region - Representative
405 West 5th Street, Suite 726, 7th Floor
Santa Ana, CA 92701
Phone: (714) 834-6023
Fax: (715) 834-5506
Email: mrefowitz@ochca.com

Placer County
Maureen F. Bauman, LCSW – Vice President
Director
Placer County Adult System of Care
Central Region
11512 B Avenue
Auburn, CA 95603
Phone: (530) 889-7256
Fax: (530) 889-7275
Email: mbauman@placer.ca.gov

Placer County
Lynn Tarrant, LCSW – Alternate
Assistant Director
Placer County Adult System of Care
Central Region
101 Cirby Hills Drive
Roseville, CA 95678
Phone: (916) 787-8885
Fax: (916) 787-8967
Email: ltarrant@placer.ca.gov

Riverside County
Jerry Wengerd, LCSW
Director
Riverside County Department of Mental Health
Southern Region
4095 County Circle Drive, MS #3790
Riverside, CA 92503
Phone: (951) 358-4501
Fax: (951) 358-4513
Email: wengerd@rcmhd.org

Riverside County
Bill Brenneman, LCSW – Alternate
MHSA Manager
Riverside County Department of Mental Health
Southern Region
3801 University Ave., Suite 400, MS # 3810
Riverside, CA. 92501
Phone: (951) 955-7123
Fax: (951) 955-7205
Email: bbrenneman@rcmhd.org

Sacramento County
Mary Ann Carrasco
Deputy Director
Sacramento County Department of Health and
Human Services
Central Region
7001-A East Parkway, Suite 400
Sacramento, CA 95823
Phone: (916) 875-9904
Fax: (916) 875-6970
Email: carrascoma@saccounty.net

Sacramento County
Jane Ann LeBlanc – Alternate
MHSA Program Planner
Sacramento County Department of Health and
Human Services
Central Region
7001-A East Parkway, Suite 300
Sacramento, CA 95823
Phone: (916) 875-0188
Fax: (916) 875-1490
Email: LeblancJ@saccounty.net

San Benito County
Alan Yamamoto, LCSW
Director
San Benito County Behavioral Health Department
Bay Area Region
1131 San Felipe Road
Hollister, CA 95023
Phone: (831) 636-4020
Fax: (831) 636-4025
Email: alan@sbcmh.org

San Benito County
Maria Sanchez – Alternate
Administrative Supervisor
San Benito County Behavioral Health Department
Bay Area Region
1131 San Felipe Road
Hollister, CA 95023
Phone: (831) 636-4020
Fax: (831) 636-4025
Email: msanchez@sbcmh.org

San Bernardino County
CaSonya Thomas, MPA, CHC
Director
San Bernardino County Behavioral Health
Department
Southern Region
268 West Hospitality Lane, Suite 400
San Bernardino, CA 92415
Phone: (909) 382-3101
Fax: (909) 382-3105
Email: cathomas@dbh.sbcounty.gov

San Diego County
Alfredo Aguirre, LCSW
Mental Health Director
San Diego County Behavioral Health Division
Southern Region
3255 Camino del Rio S.
Mailstop: P-531C
San Diego, CA 92108
Phone: (619) 563-2765
Fax: (619) 563-2775
Email: alfredo.aguirre@sdcounty.ca.gov

San Francisco City and County
Jo Robinson
Director
SFDPH Community Behavioral Health Services
Bay Area Region - Representative
1380 Howard, 5th Floor
San Francisco, CA 94103
Phone: (415) 255-3440
Fax: (415) 252-3091
Email: jo.robinson@sfdph.org

San Joaquin County
Vic Singh, LCSW
Director
San Joaquin County Behavioral Health Services
Central Region
1212 North California Street
Stockton, CA 95202
Phone: (209) 468-8750
Fax: (209) 468-2399
Email: vsingh@sjcbhs.org

San Bernardino County
Name – Alternate
Title
San Bernardino County Behavioral Health
Department
Southern Region
268 West Hospitality Lane, Suite 400
San Bernardino, CA 92415
Phone:
Fax: (909) 382-3105
Email:

San Diego County
Karen Ventimiglia – Alternate
MHSA Coordinator
San Diego County Behavioral Health Division
Southern Region
3255 Camino del Rio S.
Mailstop: P-531C
San Diego, CA 92108
Phone: (619) 584-3012
Fax: (619) 563-2775
Email: karen.ventimiglia@sdcounty.ca.gov

San Francisco City and County
Marlo Simmons, MPH – Alternate
MHSA Prevention and Early Intervention
Coordinator
SFDPH Community Behavioral Health Services
Bay Area Region
1380 Howard, 2nd Floor
San Francisco, CA 94103
Phone: (415) 255-3915
Fax: (415) 252-3091
Email: marlo.simmons@sfdph.org

San Joaquin County
Jean Anderson - Alternate
Senior Deputy Director
San Joaquin County Behavioral Health Services
Central Region
1212 North California Street
Stockton, CA 95202
Phone: (209) 468-8750
Fax: (209) 468-2399
Email: janderson@sjcbhs.org

<p>San Luis Obispo County Karen Baylor, PhD, LMFT – Secretary Behavioral Health Administrator San Luis Obispo Behavioral Health Department Southern Region 2180 Johnson Ave San Luis Obispo, CA 93420 Phone: (805) 781-4719 Fax: (805) 781-1273 Email: kbaylor@co.slo.ca.us</p>	<p>San Luis Obispo County Frank Warren – Alternate MHSA Division Manager San Luis Obispo Behavioral Health Department Southern Region - Representative 2180 Johnson Ave San Luis Obispo, CA 93401 Phone: (805) 788-2055 Fax: (805) 781-1273 Email: fwarren@co.slo.ca.us</p>
<p>San Mateo County Stephen Kaplan Director San Mateo County Behavioral Health and Recovery Services Division San Mateo County Health System Bay Area Region 225 37th Avenue San Mateo, CA 94403 Phone: (650) 573-3609 Email: skaplan@co.sanmateo.ca.us</p>	<p>San Mateo County Paul Sorbo – Alternate Deputy Director, Child/Youth Services Behavioral Health and Recovery Services Division, San Mateo County Health System Bay Area Region 225 37th Avenue San Mateo, CA 94403 Phone: (650) 312-8956 Email: psorbo@co.sanmateo.ca.us</p>
<p>Santa Clara County Nancy Pena, PhD Director Santa Clara County Mental Health Department Bay Area Region 828 S. Bascom Avenue, Suite 200 San Jose, CA 95128 Phone: (408) 885-5783 Fax: (408) 885-3620 Email: nancy.pena@hhs.co.santa-clara.ca.us</p>	<p>Santa Clara County Bruce Copely, MA – Alternate Deputy Director Santa Clara County Mental Health Department Bay Area Region 828 S. Bascom Avenue, Suite 200 San Jose, CA 95128 Phone: (408) 885-5770 Fax: (408) 885-3620 Email: bruce.copely@hhs.co.santa-clara.ca.us</p>
<p>Santa Cruz County Rama Khalsa, PhD Interim Mental Health Director Santa Cruz County Behavioral Health Department Bay Area Region 1400 Emeline Avenue Santa Cruz, CA 95060 Phone: (831) 454-4931 Fax: (831) 454-4663 Email: rama.khalsa@co.santa-cruz.ca.us</p>	<p>Santa Cruz County Alicia Najera, LCSW – Alternate MHSA Coordinator Santa Cruz County Behavioral Health Department Bay Area Region 1400 Emeline Avenue Santa Cruz, CA 95060 Phone: (831) 454-4931 Fax: (831) 454-4663 Email: alicia.najera@co.santa-cruz.ca.us</p>

Shasta County
Donnell Ewert, MPH
Mental Health Director
Shasta County Health and Human Services
Agency
Superior Region
2650 Breslauer Way
Redding, CA 96001
Phone: (530) 245-6269
Fax: (530) 225-5903
Email: dewert@co.shasta.ca.us

Siskiyou County
Terry Barber
Director, Human Services Agency
Siskiyou County Human Services Agency
Superior Region
2060 Campus Drive
Yreka, CA 96097
Phone: (530) 841-4100
Fax: (530) 841-2790
Email: tbarber@co.siskiyou.ca.us

Solano County
Halsey Simmons, MFT
Mental Health Director
Solano County Health and Social Services
Bay Area Region
275 Beck Avenue, MS 5-250
Fairfield, CA 94533
Phone: (707) 784-8708
Fax: (707) 421-6619
Email: hsimmons@solanocounty.com

Sonoma County
Michael Kennedy, MFT
Director
Sonoma County Mental Health
Bay Area Region - Representative
3322 Chanate Road
Santa Rosa, CA 95404
Phone: (707) 565-5157
Fax: (707) 565-4892
Email: mkennedy@sonoma-county.org

Shasta County
Dean True, RN, MPA
Branch Director
Shasta County Health and Human Services
Agency – Adult Services Branch
Superior Region
2640 Breslauer Way
Redding, CA 96001
Phone: (530) 225-5901
Fax: (530) 225-5977
Email: dtrue@co.shasta.ca.us

Siskiyou County
Sarah Collard, PhD – Alternate
Director, Behavioral Health Division
Siskiyou County Human Services Agency
Superior Region
2060 Campus Drive
Yreka, CA 96097
Phone: (530) 841-4816
Fax: (530) 841-4712
Email: scollard@co.siskiyou.ca.us

Solano County
Name – Alternate
Title
Solano County Health and Social Services
Bay Area Region
275 Beck Avenue , MS 5-250
Fairfield, CA 94533
Phone: (707) 784-8320
Fax: (707) 421-6619
Email:

Sonoma County
Rita Scardaci, PHN, MPH – Alternate
Director, Health Services
Sonoma County Mental Health
Bay Area Region
475 Aviation Blvd.
Santa Rosa, CA 95403
Phone: (707) 565-4778
Fax: (707) 565-4892
Email: rscardac@sonoma-county.org

Stanislaus County
Madelyn Schlaepfer, PhD

Director

Stanislaus County Behavioral Health and Recovery Services

Central Region

800 Scenic Drive

Modesto, CA 95250

Phone: (209) 525-6225

Fax: (209) 525-6291

Email: mschlaepfer@stanbhrs.org

Stanislaus County
Adrian Carroll, MFT – Alternate

Assistant Director

Stanislaus County Behavioral Health and Recovery Services

Central Region

800 Scenic Drive

Modesto, CA 95250

Phone: (209) 525-6225

Fax: (209) 525-6291

Email: acarroll@stanbhrs.org

Sutter/Yuba County

Brad Luz, PhD

Director, Mental Health

Sutter/Yuba Mental Health Services

Central Region - Representative

1965 Live Oak Boulevard

Yuba City, CA 95991

Phone: (530) 822-7200

Fax: (530) 822-7627

Email: bluz@co.sutter.ca.us

Sutter/Yuba County

Tom Sherry, MFT – Alternate

Director, Human Services

Sutter County

Central Region

1445 Veterans Memorial Circle

Yuba, CA 95993

Phone: 530-822-7327

Fax: 530-822-7223

Email: tsherry@co.sutter.ca.us

Tri-City Mental Health Center

Jesse H. Duff

Executive Director

Tri-City Mental Health Center

Southern Region

1717 North Indian Hill Boulevard, Suite B

Claremont, CA 91711

Phone: (909) 623-6131

Fax: (909) 623-4073

Email: jduff@tricitymhs.org

Tri-City Mental Health Center

Rimmi Hundal – Alternate

MHSA Manager

Tri-City Mental Health Center

Southern Region

1717 North Indian Hill Boulevard, Suite B

Claremont, CA 91711

Phone: (909) 623-6131

Fax: (909) 623-4073

Email: rhundal@tricitymhs.org

Trinity County

Noel O'Neill, MFT

Director

Trinity County Behavioral Health

Superior Region

1450 Main Street

Weaverville, CA 96093

Phone: (530) 623-1362

Fax: (530) 623-1447

Email: noneill@kingsview.org

Trinity County

Marlinda O'Dear – Alternate

MHSA Director

Trinity County Behavioral Health

Superior Region

1450 Main Street

Weaverville, CA 96093

Phone: (530) 623-1838

Fax: (530) 623-1447

Email: mbutler@kingsview.org

Tulare County

Timothy Durick, PsyD

Deputy Director, Clinical Services

Tulare County Mental Health Services

Central Region

5957 South Mooney Boulevard

Visalia, CA 93277

Phone: (559) 624-7447

Fax: (559) 737-4692

Email: tdurick@tularehhsa.org

Tulare County

Christi Lupkes - Alternate

MHSA Manager

Tulare County Mental Health Services

Central Region

5957 South Mooney Boulevard

Visalia, CA 93277

Phone: (559) 624-7445

Fax: (559) 737-4692

Email: clupkes@tularehhsa.org

Tuolumne County
Rita Austin, LCSW
Director
Tuolumne County Behavioral Health Department
Central Region - Representative
105 Hospital Road
Sonora, CA 95370
Phone: (209) 533-6245
Fax: (209) 588-9563
Email: laustin@co.tuolumne.ca.us

Ventura County
Meloney Roy, LCSW
Director
Ventura County Behavioral Health
Southern Region
1911 Williams Drive, Suite 200
Oxnard, CA 93036
Phone: (805) 981-2214
Fax: (805) 658-4512
Email: meloney.roy@ventura.org

Yolo County
Kim Suderman, LCSW
Director
Yolo County Alcohol, Drug and Mental Health
Central Region
137 North Cottonwood Street, Suite 2500
Woodland, CA 95695
Phone: (530) 666-8516
Fax: (530) 666-8294
Email: kim.suderman@yolocounty.org

Tuolumne County
Name - Alternate
Title
Tuolumne County Behavioral Health Department
Central Region
105 Hospital Road
Sonora, CA 95370
Phone:
Fax: (209) 588-9563
Email:

Ventura County
Susan Kelly, LMFT – Alternate
Division Manager, MHSA
Ventura County Behavioral Health
Southern Region
1911 Williams Drive, Suite 200
Oxnard, CA 93036
Phone: (805) 981-2214
Fax: (805) 658-4512
Email: susan.kelly@ventura.org

Yolo County
Joan Beesley – Alternate
MHSA Coordinator
Yolo County Alcohol, Drug and Mental Health
Central Region
137 North Cottonwood Street, Suite 2500
Woodland, CA 95695
Phone: (530) 666-8536
Fax: (530) 666-8294
Email: joan.beesley@yolocounty.org



PLUMAS COUNTY AUDITOR / CONTROLLER

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

Date: 5/4/2015

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Distribute \$19,057.78 from 0208B Flood Control, Special Cash account #10312, to Sierra Institute to be used for the purpose of the water quality monitoring program for Lake Almanor.

Recommendation:

Distribute \$19,057.78 from 0208B Flood Control, Special Cash account #10312, to Sierra Institute to be used for the purpose of the water quality monitoring program for Lake Almanor.

Background:

From early 2011 to July of 2014, donations were made to the Water Quality Subcommittee and were collected by the Lake Almanor Country Club and the West Almanor Country Club to be used to monitor the water quality of Lake Almanor. The donations were deposited by Lake Almanor Country Club and West Almanor Country Club into a special cash account (Cash account #10312) of Plumas County and administered by the Flood Control District (Fund 0208B). Payments were made from the special cash account for services related to water quality testing. The amount requested to be sent to Sierra Institute represents the net balance of donations less payments made to contracted service providers since 2011. A schedule of the account activity is attached.

The Water Quality Subcommittee was dissolved by Plumas County in fiscal year 2013/2014. Since that time the Sierra Institute has agreed to oversee the program, deposit donations, and pay for water quality testing services using the donated funds. Currently donations are collected by Lake Almanor Country Club and West Almanor County Club are being deposited directly into an account administered by the Sierra Institute. The Auditor recommends that because the subcommittee has been dissolved and the donors have an agreement with Sierra Institute to administer the water quality monitoring program, the balance remaining in the Special Cash account #10312 be distributed to Sierra Institute so that it can be used as intended by the donors.

Activity	Date	Description	Cash 10100	Cash 10312
Bal Forward			0.00	0.00
Donations - per Brian Morris	4/6/2011		11,525.00	
Donations - per Brian Morris	5/24/2011		20,658.78	
Donations - per Brian Morris	9/12/2011	WACC	2,085.00	
Payments- per Brian Morris	5/24/2011	Gina Johnston	(3,150.00)	
Payments- per Brian Morris	9/26/2011	Gina Johnston	(2,050.00)	
Payments- per Brian Morris	9/26/2011	Gina Johnston	(2,050.00)	
Balance	9/30/11		27,018.78	
Warrant WR321212	3/13/2012	Gina Johnston - per Heidi	(4,250.00)	
Donation (No backup)	4/23/2012	LACC	5,400.00	
Balance	4/30/2012		28,168.78	
Transfer to 10312	5/24/2012		(28,168.78)	28,168.78
Warrant WR061512	6/18/2012	K. (Gina) Johnston	(3,536.00)	
Balance 6/30/12			24,632.78	
Donation	4/30/2013	LACC	5,400.00	
Donation	8/31/2012	WACC	2,085.00	
Warrant WR102512	10/29/2012		(5,472.00)	
Warrant WR032213	3/22/2013	K. (Gina) Johnston	(4,308.00)	
Balance 6/30/13			22,337.78	
Donation	7/31/2013	WACC	2,085.00	
Warrant WR080613	8/7/2013	K. (Gina) Johnston	(4,086.00)	
Warrant WR080913	8/12/2013	K. (Gina) Johnston	(2,236.00)	
Warrant WR120213	12/3/2013	K. (Gina) Johnston	(3,086.00)	
Warrant WR20714	2/10/2014	K. (Gina) Johnston	(3,442.00)	
Donation	5/28/2014	LACC	5,400.00	
Balance 6/30/14			16,972.78	
Donation	7/22/2014		2,085.00	
Balance as of 4/6/15			0.00	19,057.78

Activity	Date	Description	Cash 10100	Cash 10312	Lake Almanor CC Water Qual Sub	West Almanor CC	Obligated per B. Morris (For Gina Johnston)	Unobligated	Total Donations	Total Payments
Bal Forward			0.00	0.00	11,525.00	20,658.78	2,085.00	11,525.00	20,658.78	2,085.00
Donations - per Brian Morris	4/6/2011		11,525.00							
Donations - per Brian Morris	5/24/2011		20,658.78							
Donations - per Brian Morris	9/12/2011	WACC	2,085.00							
Payments- per Brian Morris	5/24/2011	Gina Johnston	(3,150.00)							
Payments- per Brian Morris	9/26/2011	Gina Johnston	(2,050.00)							
Payments- per Brian Morris	9/26/2011	Gina Johnston	(2,050.00)							
Balance	9/30/11		27,018.78							
Warrant WR321212	3/13/2012	Gina Johnston - per Heidi	(4,250.00)							
Donation (No backup)	4/23/2012	LACC	5,400.00							
Balance	4/30/2012		28,168.78							
Transfer to 10312	5/24/2012		(28,168.78)	28,168.78						
Warrant WR061512	6/18/2012	K. (Gina) Johnston	(3,536.00)							
Balance 6/30/12			24,632.78							
Donation	4/30/2013	LACC	5,400.00							
Donation	8/31/2012	WACC	2,085.00							
Warrant WR102512	10/29/2012		(5,472.00)							
Warrant WR032213	3/22/2013	K. (Gina) Johnston	(4,308.00)							
Balance 6/30/13			22,337.78							
Donation	7/31/2013	WACC	2,085.00							
Warrant WR080613	8/7/2013	K. (Gina) Johnston	(4,086.00)							
Warrant WR080913	8/12/2013	K. (Gina) Johnston	(2,236.00)							
Warrant WR120213	12/3/2013	K. (Gina) Johnston	(3,086.00)							
Warrant WR20714	2/10/2014	K. (Gina) Johnston	(3,442.00)							
Donation	5/28/2014	LACC	5,400.00							
Balance 6/30/14			16,972.78							
Donation	7/22/2014		2,085.00							
Balance as of 4/6/15			0.00	19,057.78						
			48,383.78	8,340.00						
					19,057.78	56,723.78	37,666.00			
								19,057.78		

3A

Copy of
Outdoor Festival Permit Application
(Including Programs & Plans approved by various County Departments)

For the
SUNSET CAMPOUT
FESTIVAL

at

Belden Town Resort

July 17th through July 19th, 2015

DEPARTMENT OF PUBLIC WORKS USE ONLY
Date Rec'd _____
Receipt No. _____ \$ _____

PRELIMINARY OUTDOOR FESTIVAL PERMIT APPLICATION

Instructions to applicant(s):

1. Complete the form and mail or take to: Plumas County Department of Public Works
1834 E. Main Street
Quincy, CA 95971
2. Use additional sheets of paper if necessary to complete the information requested.
3. Pay the filing fee deposit of \$1,000.00.
4. Make the check payable to Plumas County Department of Public Works

A. Applicant (s)

Name of Festival Sunset Campout

Name of Applicant Galen Abbott

Residence Address 835 Carolina St. San Francisco, CA 94107

Mailing Address Same

Telephone Number (415)577-9099 E-Mail Address galenabbott@gmail.com

Business Address and Telephone Number (If different from above) N/A

*Applicant must be the promotor of the event. If the application is made by a partnership, the name and mailing address of the responsible general partner must be included. If the application is made by a corporation, the application shall be signed by the president and attested to by the secretary. The address and telephone number of the principal place of business of the applicant shall also be included in the application.

B. Owner (s)

(Attach additional sheets if necessary)

Name Ivan Coffmann

Mailing Address Belden Town Resort & Lodge, 14785 Belden Town Rd. 95915

Telephone (530)283-9662

*Attach letter(s) of authorization signed by the owner(s).

C. Location of Event

(Include all lands to be used for parking or incidental purposes)

Street Address Belden Town Resort 14785 Belden Town Rd. 95915 & Jack's Place, 25311 Highway 70, Twain CA 95984

Nearest town Belden, CA 95915 & Twain CA 95984

Assessors Parcel Number(s) 002-340-002

D. Dates & Hours of Event

Dates of Pre-Event Setup: July 15, 16, 2015

Dates of Actual Event: July 17, 2015 - July 19, 2015

Dates of Post Even Activities: July 20, 2015

Hours of Event Activities for each day of Event: All Day and Evening.

July 17, 2015 @ 12pm - July 19, 2015 @ 7pm

E. Number of Attendees and Staff

Number of Spectators or Participants for each day of Event No Day Passes

850 Participants, 200 Staff, 150 Artists/Vendors

F. Maps and Diagrams

Provide maps or diagrams showing the following:

- (a) Location of the property on which the proposed event and all related activities will be held.
- (b) Location of adjacent roads, lots, and residences
- (c) Parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property
- (d) Location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending
- (e) Location and orientation of loudspeakers
- (f) Location, style, wattage and orientation of all temporary lighting
- (g) Location of camping or other overnight areas
- (h) Location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

Signature (s) of Applicant (s)

I certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided hereon.


Signature

April 20, 2015

Date

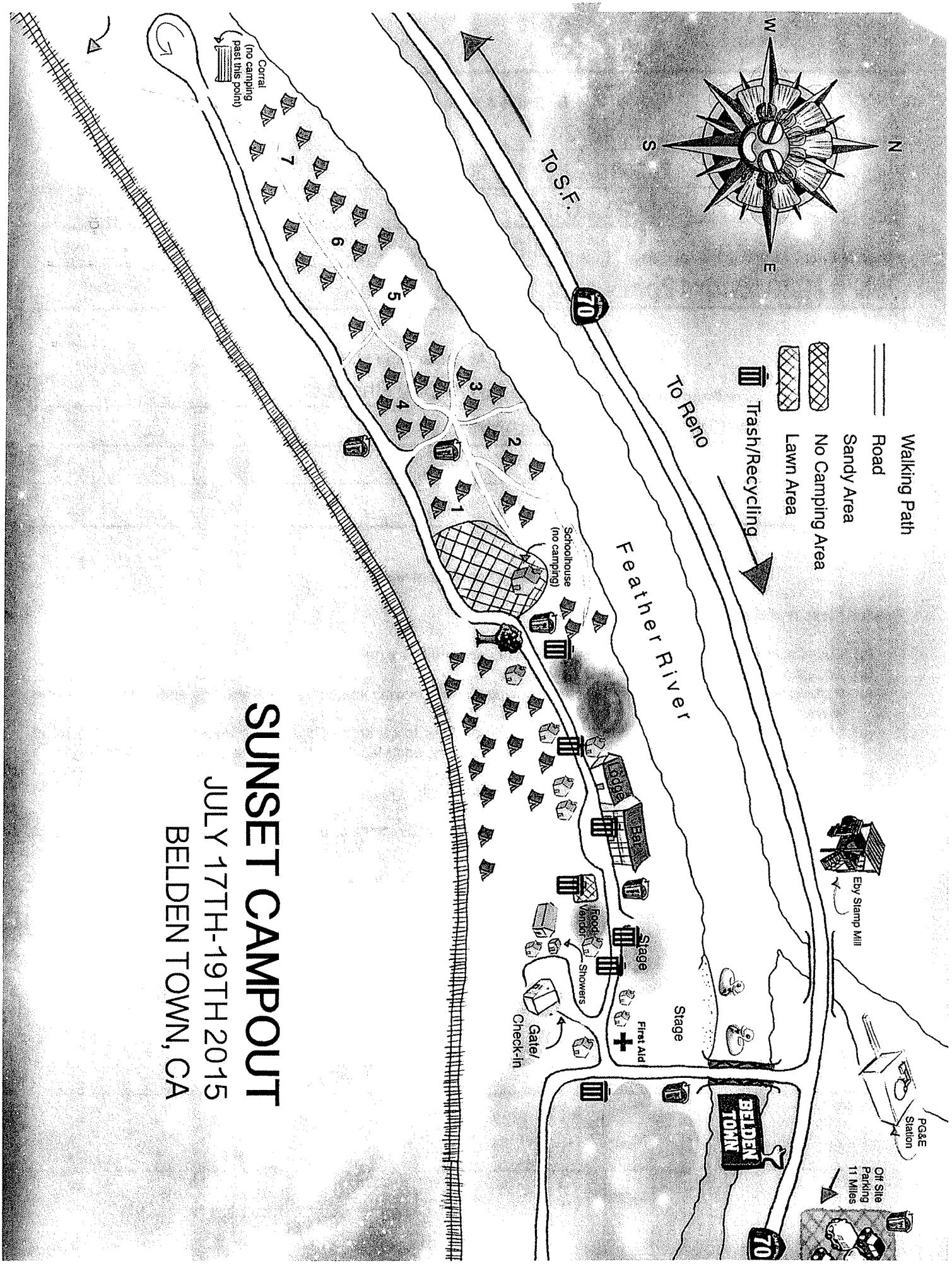
Signature

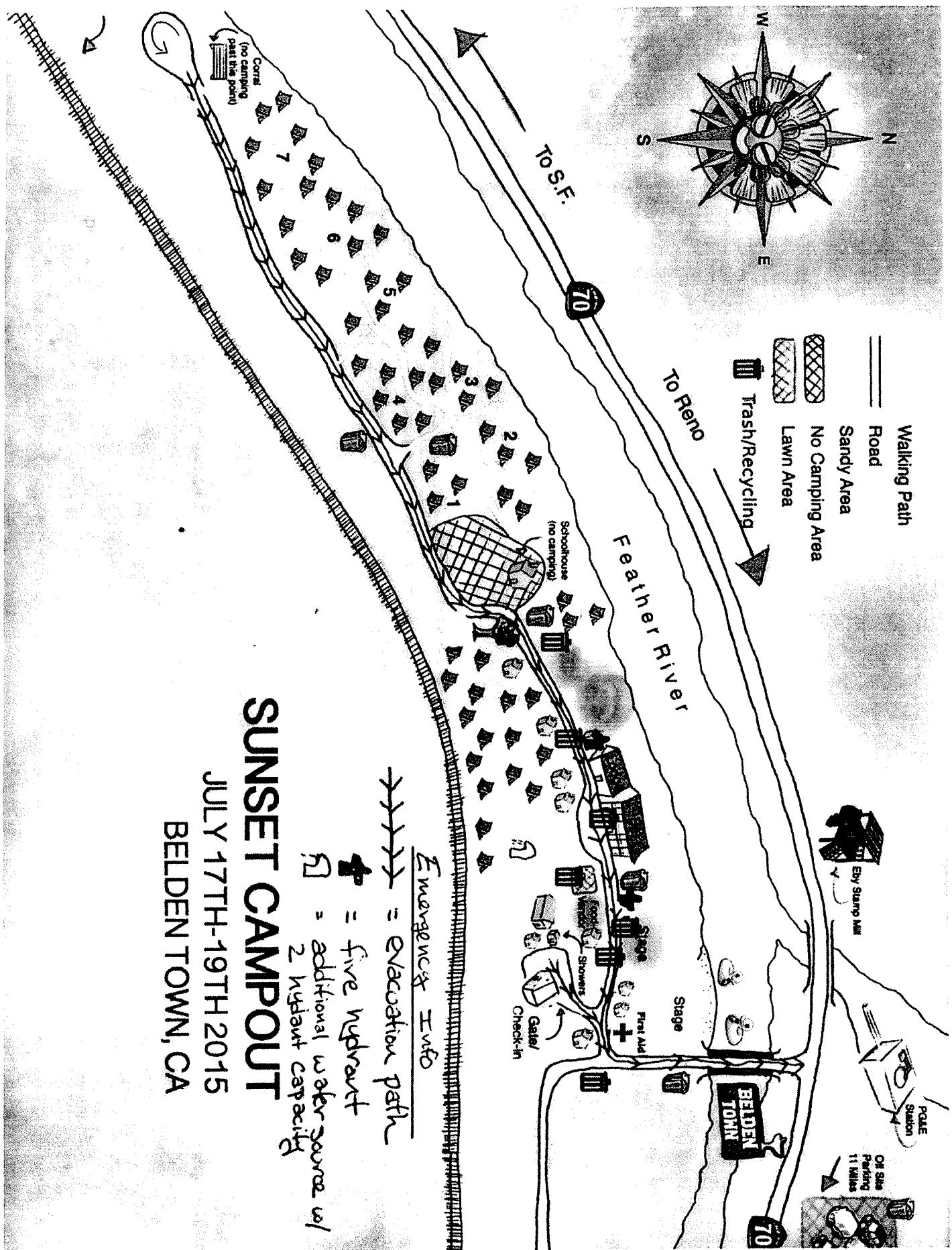
Date

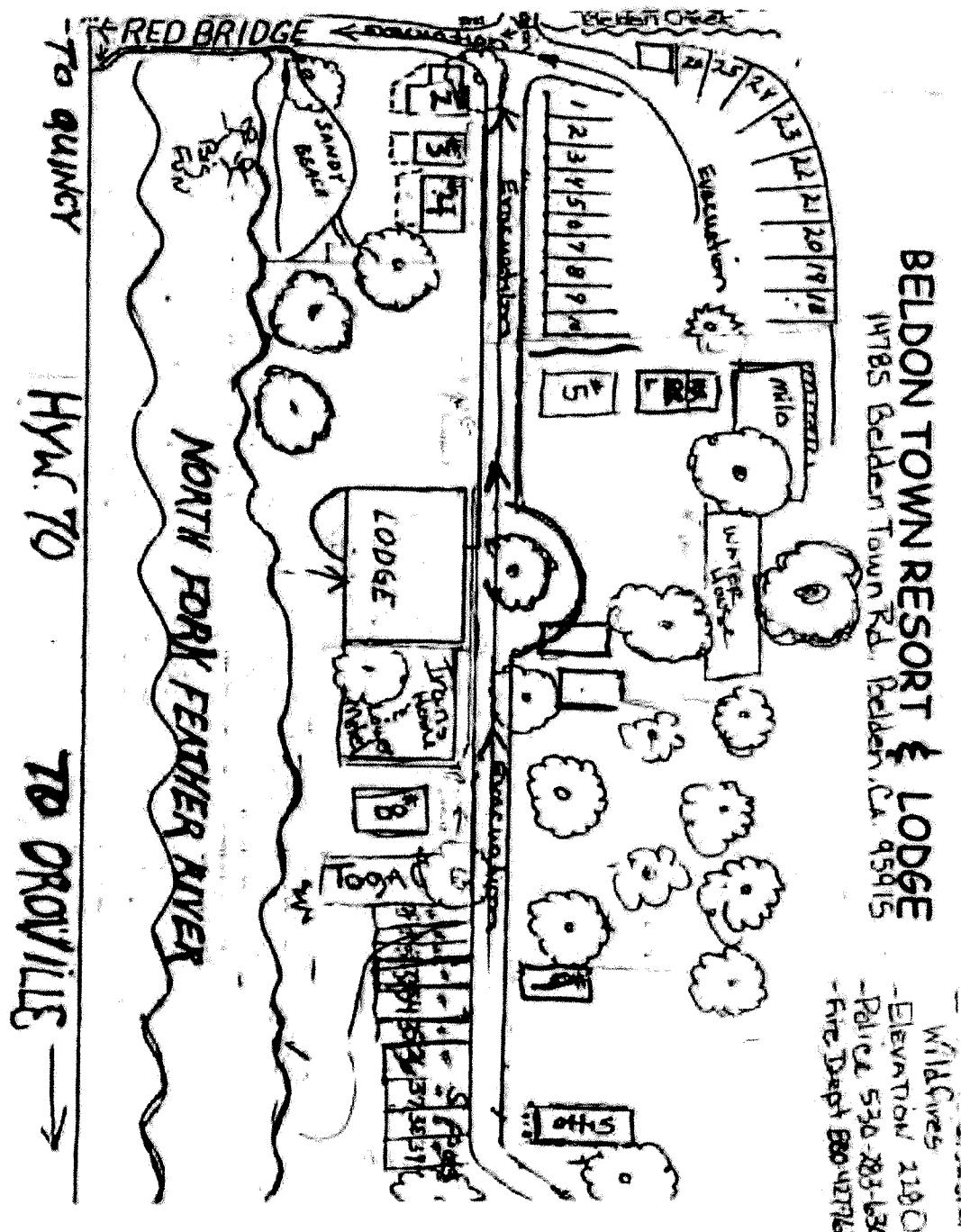
SUNSET CAMPOUT

JULY 17TH-19TH 2015

BELDEN TOWN, CA

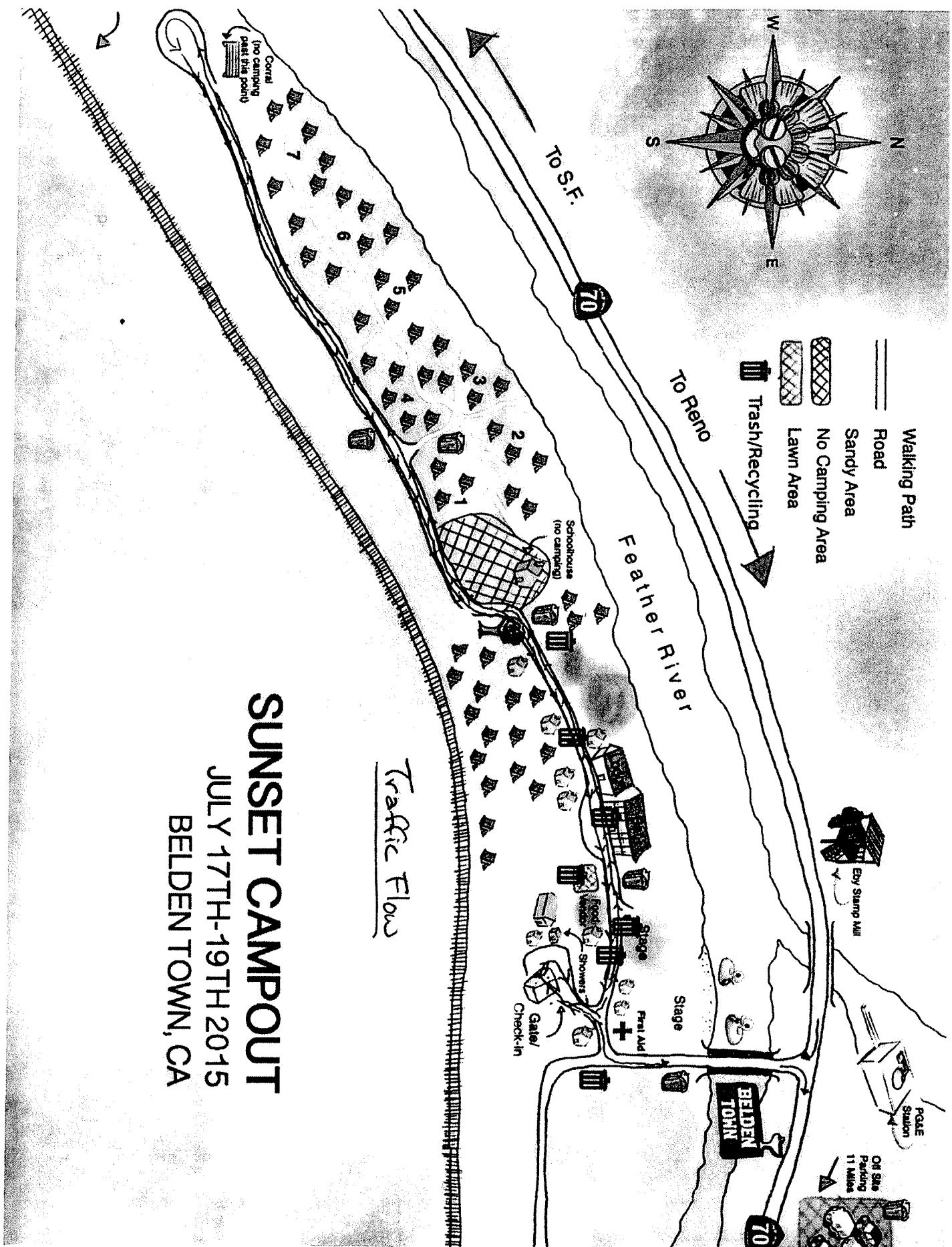






SUNSET CAMPOUT

JULY 17TH-19TH 2015
BELDEN TOWN, CA



SUNSET CAMPOUT

JULY 17TH-19TH 2015
BEIDEN TOWN CA

Map(d,e,f,g:h)

SUNSET CAMPOUT
JULY 17TH-19TH 2015
BELDEN, CA

Map(d,e,f,g,h)

Legend:

- Road
- Walking Path
- Sandy Area
- No Camping Area
- Lawn Area
- Trash/Recycling
- Ely Stamp Mill
- Post Station
- On Site Parking 11 Miles

Compass: N, S, E, W

Feather River: A winding river line running through the campsite.

Key Features:

- 70:** Highway 70 running through the campsite.
- To S.F.:** Arrow pointing towards the west.
- To Reno:** Arrow pointing towards the east.
- Schoolhouse (no camping):** A building marked with a grid pattern.
- Feather River:** A winding river line running through the campsite.
- Gate/Check-in:** An arrow pointing to a gate area.
- Shower:** A building with a shower icon.
- First Aid:** A building with a cross icon.
- Stages:** A building with a stagecoach icon.
- Old (White) El Dorado:** A building with a stagecoach icon.
- Post Office:** A building with a post office icon.
- Gas:** A building with a gas pump icon.
- Food & Supplies:** A building with a grocery store icon.
- Restrooms:** A building with a restroom icon.
- Corral (no camping past this point):** A building with a horse icon.
- BELDEN TOWN:** A building with a town icon.
- Dumpster:** A building with a trash bin icon.
- Police Station:** A building with a police car icon.
- On Site Parking 11 Miles:** A building with a car icon.

SUPPLEMENTAL OUTDOOR FESTIVAL PERMIT APPLICATION

Describe below, or on an attached sheet, an explanation of the proposed event including plans describing the following information. Include the signature of the approving County authority as required. Programs and plans must be consistent with preliminary application.

a) **Commercial Liability Insurance**

Describe the commercial liability insurance coverage for the proposed event and provide proof of said coverage to the satisfaction of the Plumas County Risk Manager.

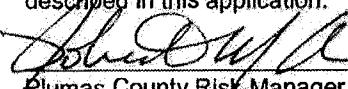
Plumas County Risk Manager: 520 Main Street, Room 205
Quincy, CA 95971
(530) 283-6041

Please See Attached Documentation for our Certificate of Liability. This are last years certificates that will be duplicated for 2015.

County Agency Approval:

Conditional approval granted. Updated insurance documents must be received by Plumas County 30 Days prior to event.

The commercial liability insurance coverage described above, or attached hereto, is approved for the event as described in this application.


Plumas County Risk Manager

4/23/15
Signature / Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ozdalga, Ark	
	PHONE: 408-293-3336 (A/C, No.): E-MAIL: ark@wawib.com ADDRESS:	FAX (A/C, No.): 408-293-6054
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Colony	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X			GL4127216	05/16/2014	05/16/2015	EACH OCCURRENCE	\$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							DAMAGE TO RENTED PREMISES (Each occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	X POLICY	PRO- JECT	LOC					PERSONAL & ADV INJURY	\$ 1,000,000
	ANY AUTO	SCHEDULED AUTOS						GENERAL AGGREGATE	\$ 2,000,000
	ALL OWNED AUTOS	NON-OWNED AUTOS						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	Hired AUTOS								\$
	UMBRELLA LIAB	OCCUR						COMBINED SINGLE LIMIT (Each accident)	\$
EXCESS LIAB	CLAIMS-MADE						BODILY INJURY (Per person)	\$	
DED	RETENTION \$						BODILY INJURY (Per accident)	\$	
PROPERTY DAMAGE (Per accident)	\$						PROPERTY DAMAGE (Per accident)	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							EACH OCCURRENCE	\$	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>	Y/N	N/A					AGGREGATE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below								\$	
							WC STATUTORY LIMITS	OTHR	
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured: The State of California its Officers, Agents and Employee's
Description: Sunset Campout

Dates: July 23 2014 - July 28 2014

CERTIFICATE HOLDER

The State of California 1657 Riverside Drive Redding, CA 96001-0536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE	


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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ozdalga, Ark	FAX (A/C, No): 408-293-6054	
	PHONE (A/C, No. Ext): 408-293-3336		
Wallis and Wallis Insurance Brokers 1249 Park Ave San Jose, CA 95126	E-MAIL ADDRESS: ark@wawib.com	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Colony		
Sunset Sound System 835 Carolina St San Francisco, CA 94107	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		GL4127216	05/16/2014	05/16/2015	EACH OCCURRENCE	\$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ex occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	X	POLICY	PROJECT	LOC	MED EXP (Any one person)	\$ 5,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
	AUTOMOBILE LIABILITY					GENERAL AGGREGATE	\$ 2,000,000	
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS					SCHEDULED AUTOS NON-OWNED AUTOS	PRODUCTS - COMP/OP AGG	\$ 2,000,000
	UMBRELLA LIAB		OCCUR			COMBINED SINGLE LIMIT (Ex accident)	\$	
	EXCESS LIAB					CLAIMS-MADE	BODILY INJURY (Per person)	\$
	DED	N/A				BODILY INJURY (Per accident)	\$	
	RETENTION \$						PROPERTY DAMAGE (Per accident)	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				EACH OCCURRENCE	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						AGGREGATE	\$
		N/A				WC STATUTORY LIMITS	OTHR	
						E.L. EACH ACCIDENT	\$	
						E.L. DISEASE - EA EMPLOYEE	\$	
						E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)								
Additional Insured: Plumas County Department of Public Works Dates: July 23 2014 - July 28 2014								

CERTIFICATE HOLDER		CANCELLATION	
Plumas County Department of Public Works 1834 East Main St. Quincy, Ca 95971		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ozdalga, Ark PHONE: 408-293-3336 (A/C. No. Excl): E-MAIL ADDRESS: ark@wawib.com	FAX (A/C. No): 408-293-6054
INSURED	INSURER(S) AFFORDING COVERAGE	
Wallis and Wallis Insurance Brokers 1249 Park Ave San Jose, CA 95126	INSURER A: Colony	NAIC #
Sunset Sound System 835 Carolina St San Francisco, CA 94107	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	GL4127216	05/16/2014	05/16/2015	EACH OCCURRENCE	\$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ex occurrence)	\$ 100,000
GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 5,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							\$	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ex accident)	\$	
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
UMBRELLA LIAB						EACH OCCURRENCE	\$	
EXCESS LIAB						AGGREGATE	\$	
							\$	
DED RETENTION \$						WC STATUTORY LIMITS	OTHR	
						E.L. EACH ACCIDENT	\$	
						E.L. DISEASE - EA EMPLOYEE	\$	
						E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)								
Dates: July 23 2014 - July 28 2014								
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.								

CERTIFICATE HOLDER	CANCELLATION
Jack's Place 2513 Highway 70 Twain, California 95984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Ozdalga, Ark		
Wallis and Wallis Insurance Brokers 1249 Park Ave San Jose, CA 95126		PHONE: 408-293-3336	FAX (AC, No): 408-293-6054	
		E-MAIL ADDRESS: ark@wawib.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Colony		
INSURED		INSURER B:		
Sunset Sound System 835 Carolina St San Francisco, CA 94107		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY	X	GL4127216	05/16/2014	05/16/2015	EACH OCCURRENCE	\$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ex occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person)	\$ 5,000
	X POLICY PROJECT LOC					PERSONAL & ADV INJURY	\$ 1,000,000
	AUTOMOBILE LIABILITY					GENERAL AGGREGATE	\$ 2,000,000
	ANY AUTO ALL OWNED AUTOS Hired AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	UMBRELLA LIAB	OCCUR					\$
	EXCESS LIAB	CLAIMS-MADE					
	DED	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y/N	N/A			WC STATUTORY LIMITS	OTHR
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
Additional Insureds:							
<ul style="list-style-type: none"> - The State of California its Officers, Agents and Employees - USDA - USFS Plumas National Forest 							
Description: Sunset Campout							
Dates: July 23 2014 - July 28 2014							

CERTIFICATE HOLDER		CANCELLATION	
The State of California 1657 Riverside Drive. Redding, CA 96001-0536		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Ozdalga, Ark		
Wallis and Wallis Insurance Brokers 1249 Park Ave San Jose, CA 95126		PHONE: 408-293-3336	FAX (A/C. No.): 408-293-6054	
		E-MAIL ADDRESS: ark@wawib.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Colony		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	GENERAL LIABILITY	X			GL4127216	05/16/2014	05/16/2015	EACH OCCURRENCE	\$ 1,000,000	
	X COMMERCIAL GENERAL LIABILITY [] CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							DAMAGE TO RENTED PREMISES (Ex. occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000	
	X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC							PERSONAL & ADV INJURY	\$ 1,000,000	
	AUTOMOBILE LIABILITY							GENERAL AGGREGATE	\$ 2,000,000	
	ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	SCHEDULED AUTOS NON-OWNED AUTOS								\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							COMBINED SINGLE LIMIT (Ex accident)	\$	
	DED <input type="checkbox"/> RETENTION \$							BODILY INJURY (Per person)	\$	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY							BODILY INJURY (Per accident)	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A					PROPERTY DAMAGE (Per accident)	\$	
									\$	
								EACH OCCURRENCE	\$	
								AGGREGATE	\$	
									\$	
								WC STATUTORY LIMITS	OTHR	
								E.L. EACH ACCIDENT	\$	
								E.L. DISEASE - EA EMPLOYEE	\$	
								E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

BELDEN TOWN LISTED AS ADDITIONAL INSURED ON THIS POLICY. Dates: July 23 2014 - July 28 2014

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE HOLDER

BELDEN TOWN 14785 BELDEN TOWN ROAD BELDEN, CA 95915	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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b) Police Protection and Security

Describe the Police Protection and Security Plan for the proposed event to the satisfaction of the Plumas County Sheriff. Include a plan for the control and prevention of drug consumption and underage alcohol consumption.

Plumas County Sheriff: 1400 East Main Street
Quincy, CA 95971
(530) 283-6375

The Sunset Campout will have 24 hours security coverage provided by Belden's Security team combined our own hire of High Rock Security. All security personnel will be well marked and all have radios for a quick response to any events during the festival. High Rock Security personnel all have current Guard Cards (i.e. Security Guard Licenses from the Bureau of Security and Investigative Services). At least one Patrol Team (a two person team) is on duty at all times during the day with another team on standby in case of emergencies. Two - Three teams will be on patrol during the evening and through the night.

We do not sell any alcohol at the Sunset Campout. However, the Belden Bar does remain open during the event and Beer is available for purchase in the General Store. We also do not host any gathering in the bar or encourage it's use during the event. While some of our attendees do bring alcohol to the event we rarely see any issues arising from it's use. We also have very few attendees in the 14 - 21 age group as most of our crowd is in it's 30's and 40's so it's unlikely underage consumption occurs.

We do not condone illegal drug use at the Sunset Campout, and all of our staff is vigilant and will be on the look out for illegal substance abuse, dealing, and any issues that could arise. If any such issues arise, staff will notify security and/or security staff, as appropriate, who will remove those involved in the illegal activity.

County Agency Approval:

The Police Protection and Security Plans described above, or attached hereto, are approved for the event as described in this application.

GREG HAGUE
Plumas County Sheriff

By G. Hague 4/22/15
Signature / Date

c) Emergency Preparedness Plans

Describe the Fire Protection, Evacuation Plan, and Wildfire Protection Plan for the proposed event to the satisfaction of the Plumas County Office of Emergency Services.

Plumas County Office of Emergency Services: 270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6332

Belden and High Rock security staff are trained to handle emergency situations, and will be prepared and equipped to do so in the event of an emergency at Sunset Campout. Our security team will be easily-identifiable and carry radios in the event of emergency.

EVACUATION PLAN:

Our evacuation plan is indicated on the attached map. Attendees will be notified of an evacuation plan by email prior to the event and printed materials provided at arrival, including program and map.

Once staff is notified of an evacuation requirement from CalFire, the CHP, the Sheriff's Office, or Plumas County, the security team and event leads will assemble with Belden staff to review plans and assignments. An alarm will sound, and the security team will move through the campground area with megaphones, directing participants to report to the front of the lodge. No breakdown of camps or of event infrastructure will occur at the time of evacuation; only living beings will be evacuated. Our parking crew, door crew, and event leads will oversee vehicle traffic.

Attendees who have cars parked on-site at Belden will be directed to get in their cars and proceed to the Belden RV parking lot, where they will fill their remaining seats having seat belts with drivers of vehicles who have cars that are parked at the off-site lot. (To be clear, only drivers will be ferried to the offsite parking lot, in order to maximize the number of cars returning to Belden to assist in evacuation.) These onsite cars will then drive up Highway 70 to the offsite lot and drop off their passengers. This process will iterate as required, using our shuttle if the shuttle is deemed necessary.

Attendees who are not driving to the offsite lot in on-site cars will be directed to follow the paved road out of town and across the bridge, then led across Highway 70 (with staff directing traffic) to gather at the rest stop north of Belden on the north side of Highway 70 by security, Belden Staff, and event leads. They will await pickup there.

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

Director, Plumas County OES

4-23-15
Signature / Date

Emergency Preparedness Plans (cont.)

Cars returning to Belden from the off-site parking lot will load passengers at the rest stop north of Belden on the north side of Highway 70 and proceed southwest along the evacuation route as specified by CalFire/CHP/Sheriff/Plumas County. (Belden staff has indicated that because emergency vehicles come from Quincy, evacuation is expected to be directed onto CA 70 West.)

Sunset Campout leads and security will conduct additional sweeps through all campground areas to verify evacuation. Staff, not including event leads, will evacuate with participants. Once staff and participant evacuation is complete, security and event leads will evacuate.

To prepare for emergency evacuations, roadways are kept clear and fire lanes clearly marked. Cars are parked facing the direction of evacuation, per federal and county regulation. Enough cars are kept on site to be able to implement the evacuation plan. Belden staff is in charge of the evacuation procedure and our staff will assist them as necessary to complete.

FIRE PROTECTION:

Our security team conducts routine walking patrols throughout the town and campgrounds and remains vigilant for any fire activity. In addition, all participants are made aware of the danger of any fire, and instructed to report any smoke, fire, or dangerous circumstances to the security team or Sunset staff. The security team and Belden staff are equipped with radios to respond to incidents at the event. Emergency responders will be notified of a fire by phone.

In addition, in the event of a fire, Belden is equipped with state-of-the-art fire system. Belden has two dedicated fire hydrants, as well as one additional water source with hook-up capability, for use in fire-fighting, that is able to produce the output of 2 hydrants. Locations of these water sources are indicated in the attached map. Additionally, there are numerous spigot and hose hook-ups throughout Belden. Belden has the following hoses and appropriate reducers for said hoses:

10 1.5 inch (100ft each)
8 1 inch (100ft each)
3 2 inch (50 feet length)
2 3.5 inch (100ft)

PREVENTION OF WILDFIRES:

We clearly communicate to all of our attendees that no campfires, fire art, fire activities, or open flames are allowed at the event, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. We will additionally post fire prevention signs in campsites.

Campfires and camp stoves.

Campfires are not allowed during the event and all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations.

Fireworks, generators and portable equipment.

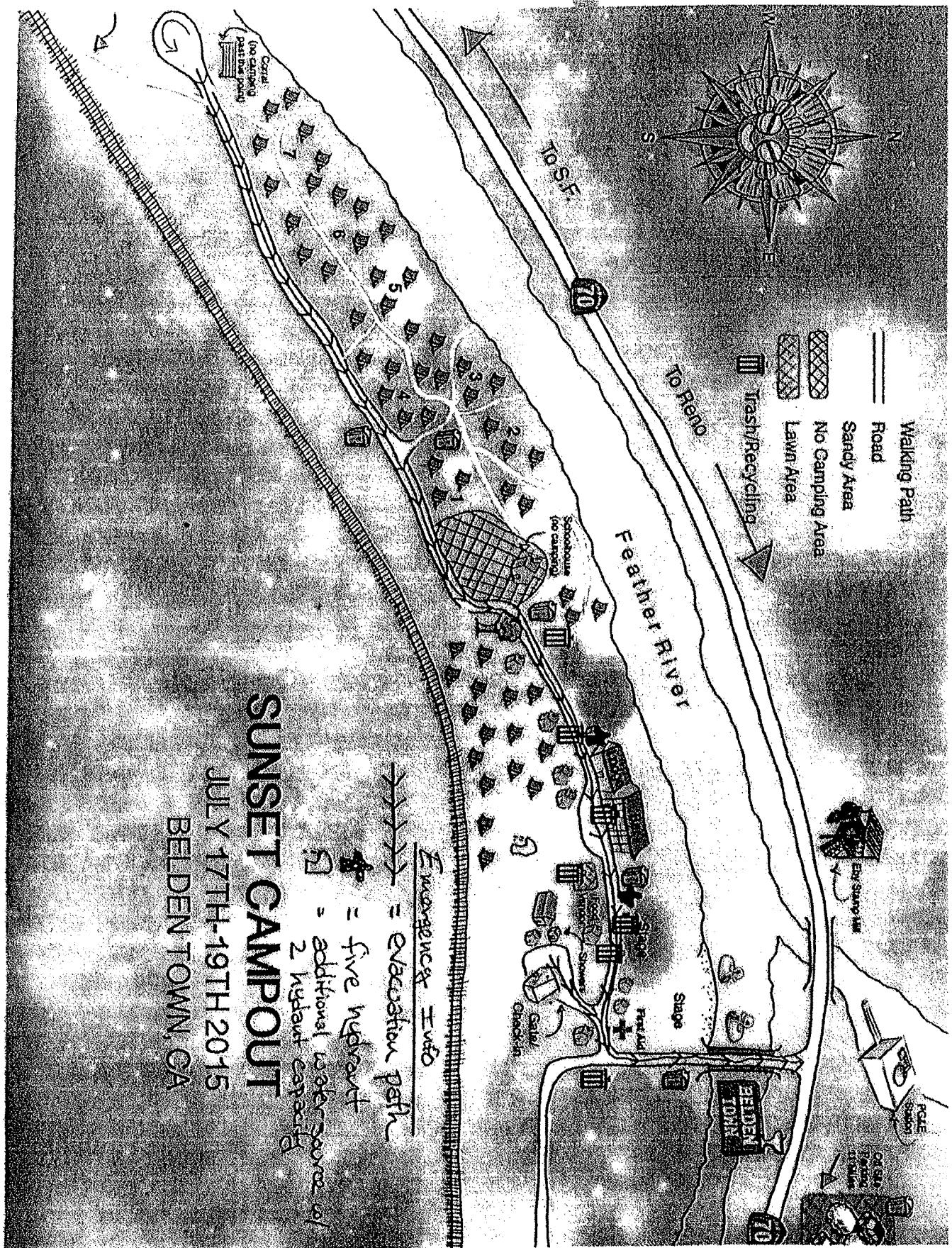
The use of fireworks and portable equipment such as welding, cutting or chainsaws is not permitted at Sunset Campout. These restrictions will be clearly communicated to attendees. In addition, if generators are used as part of an art project or as an emergency power supply, Sunset security and staff will ensure that generators are only operated on land that is not forest-covered, bush-covered, or grass-covered.

Smoking.

Programming and planned activities at Sunset are held largely on pavement or in areas without vegetation. Smokers will be encouraged by security to use such areas for smoking. Security is trained to identify unsafe smoking practices and intervene to encourage smokers to use only safe areas. In past years, consistent with our leave-no-trace philosophy, we have provided lidded ashtrays for smokers to use to safely dispose of cigarette waste.

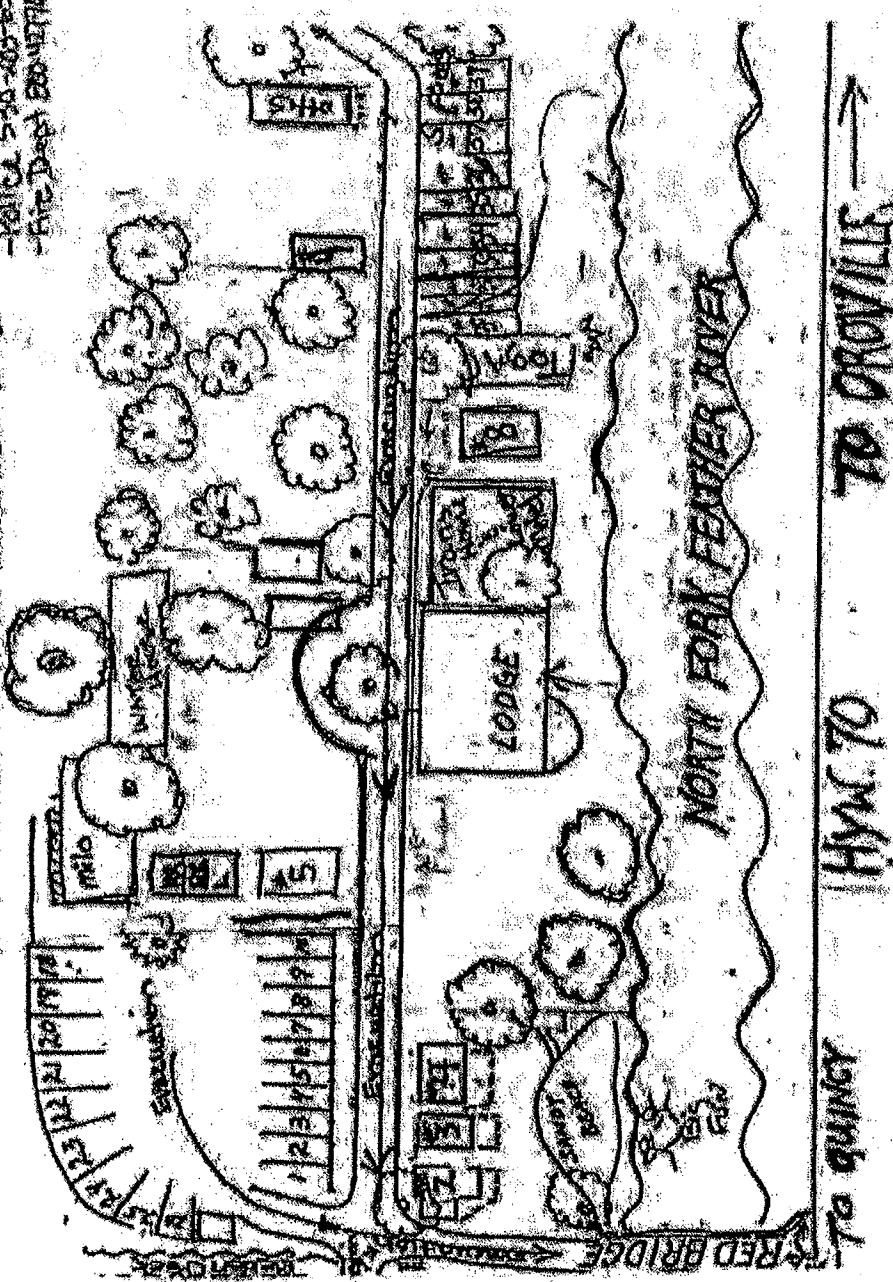
Parking in dry grass.

Our designated parking areas either (a) are cut to ensure that there will be no car body or engine contact with plant life or dried plant matter or (b) do not contain live or dry plant matter. Designated parking areas are also watered down before the event to minimize the possibility of sudden combustion/spark ignition.



BEDDON TOWN RESORT & LODGE
11185 Golden Town Rd., CO 80445

Whitfords
Elevation 2160
Phone 520-383-4384
Fax 520-383-4385



118

SWIMMING POOL

BEDDON TOWN RESORT

MAP 18 18 15 04-198

*Sunset Campout
7/15-19/2015*

d) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health

270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6355

FOOD PROVISIONS:

The Belden Town Restaurant will be open for food service from 7am to 10pm each day. Snacks and beverages can also be obtained at Belden's Store, which is kept fully stocked during the event. The Sunset Campout also employs 3 food/beverage vendors which provide a good portion of the attendee's food needs. At least 30 days prior to the event, Sunset Campout will submit an Event Coordinator application to Environmental Health which will include the names and contact information for any temporary or mobile food vendors. We expect and require the vendors to comply with all state and county department requirements. All food vendors are required to obtain a Temporary Food Facility permit from Plumas County Environmental Health at least 30 days prior to the event.

WATER SUPPLY:

We will be relying on the Belden system primarily for our water supply. Belden has two water sources and holds a current permit for these water sources. These water sources include, one easy access water fountain in a central location. Belden also sells bottled water in it's store. We continually communicate to everyone to stay healthy and hydrated, included in pre-event emails, signage on-site, and as part of the check-in process.

SEWAGE DISPOSAL:

We will be using Ben's Toilets located in Gridley for our portable toilets. Ben's toilets will provide 48 portable toilets and 3 wash stations. This equipment will be cleaned once daily on each Friday, Saturday, & Sunday as recommended by Ben's Toilets and Plumas County from past years events. In addition, Belden provides men's and women's bathrooms in the lodge, men's and women's bathrooms on the shower area, as well as bathrooms in each of the cabins and lodge rooms. Two portable toilets will be stationed at the off-site parking area. Ben's Toilets is known to us to have the current permits to operate in Plumas County.

Water Supply and Sanitation Facilities, Food Provisions and Solid Waste Clean-up and Recycling Plans described above, or attached hereto, are approved for the event as described in the application.

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

Deborah Anderson

Plumas County Environmental Health

Deborah Anderson 4/22/15

Signature / Date

Sunset Campout
7/15-19/2015

**Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans
(cont.)**

SOLID WASTE RECYCLING:

The Sunset Campout is a leave no trace event, and we communicate to our attendees that they are responsible for packing out their own trash. Compliance with this policy has gone well as many of our attendees are used to practicing leave no trace ethics at other community events. Sunset Campout also provides at least 7 waste collecting eco-stations in central locations throughout the event. Each station has 3 containers (1) landfill (2) cans and bottle recycling (3) compost/food scraps. Event staff will service each of these stations constantly throughout the duration of the event. Campers in camping areas will be informed that they are responsible for collecting waste in their own area, although event staff will also ensure these areas are left clear after the event. The number, location, and servicing of solid waste bins or containers will be adequate to prevent odors, leakage, overflow, or flies. A bin of adequate size will also be located at the off-site parking area. Recycling will be completed within 48 hours of the end of the festival. Any unsorted solid waste after that time will be placed in the bins provided by the solid waste franchisee for disposal.

Compostable and Recyclable material will be transported to sufficient facility for processing. All other solid waste will be collected into our 30 yard container located to the east of the event entrance. This container will be provided by Feather River Disposal (Waste Management Inc.) which will be delivered prior to the start of the event and will be hauled away at its conclusion. This container has consistently met our solid waste needs based on our past events in Belden Town.

e) Medical Facilities & Services

Describe the medical facilities and services, including access for ambulances and paramedics or emergency medical technicians for the proposed event to the satisfaction of the Plumas County Health Officer.

Plumas County Public Health Agency

270 County Hospital Rd. Ste. 206

Quincy, CA 95971

(530) 283-6330

Sunset Campout will have medical support available on-site. For all medical issues other than critical injuries or rescue situations, we have sufficient resources to either treat injuries on site or provide transportation to local medical centers.

We have yet to contract a Medical Provider for this year but we will provide the contract before the 30 day deadline of the event start date. However, we have prepared the emergency medical support plan based on our event's history, size, and type. We believe that this plan will permit us to address on-site any medical issues that are likely to arise. In 7 years producing Sunset Campout we have only required ambulance evacuation once. Our medical staffing and plan includes:

- We will provide at least two California licensed EMS providers, one with EMT-B certification or higher and one with EMT-P certification or higher. Both will be available and stationed at a dedicated First Aid Station clearly marked and accessible to attendees.
- An automated external defibrillator (AED) and certified CPR staff will be available at all times.
- These medics will evaluate and treat any injury or illness brought to the attention of the Sunset Campout staff.
- On-site medics will perform assessment to determine appropriate treatment, and whether treatment should be on-site or at a local medical center. If treatment at a medical center is required or advised, the medics will make recommendations regarding the appropriate mode of transportation.
- Medics will administer BLS (basic life support) care, including treatment of cuts, scrapes, sprains, and other injuries, which do not require escalated diagnostics or specialist consultation.
- Basic resuscitation equipment and medications as well as other basic equipment and supplies will be available for medics' use. This will include a blood pressure cuff, basic splinting and bandaging supplies, and immobilization devices.
- A vehicle will be kept ready to transport the medics to the patient if necessary.
- A vehicle and driver will also be kept ready to transport an injured or ill participant or staff member to a local medical facility if that participant does not have a vehicle available and the medical event does not warrant an ambulance call.

County Agency Approval:

The Medical Facilities and Services Plans described above, or attached hereto, are approved for the event as described in this application.

See attached email approval

Plumas County Health Officer

Signature / Date

Medical Facilities & Services (cont.)

- All Sunset Campout, Belden, High Rock, and MARS staff on duty are on the same radio network 24 hours a day throughout the duration of the event, remaining in constant communication. Sunset Campout staff and medical staff on duty will have at least two fully functional cellular devices on hand to use in the event that an emergency warrants a call for off-site services. Belden Lodge has a landline that is available for our use in the event that on-site cellular communications are unavailable due to reasons beyond our control.
- Our medical services provider, will complete ICS Forms 201, 202, 205, and 206, and these documents will be available to county agencies, venue staff, event personnel, and medical personnel. They will be completed at least two weeks prior to the event.

Additional measures related to emergency services and safety include:

- Sunset Campout will have additional individuals with medical certification (including at least four staff members with CPR, AED, and/or wilderness first aid certification) on site, working on our security or production teams.
- We will have tight integration between event leads, High Rock Security, Medical staff, and Belden staff to provide seamless and consistent monitoring and emergency response capabilities. Both Belden staff and High Rock Security staff are trained to handle emergency situations, and will be prepared and equipped to do so in the event of an emergency at Sunset Campout. Our event staff will be clearly identifiable and carry radios in the event of emergency. One patrol (a two-person team) is on duty at all times, and at least one other patrol is on call in case of all types of emergencies, including medical. In the evening hours, we run several patrols and continue to have a patrol on call in case of something critical occurs.
- Our experienced operations team will work closely with both medical and security staff to make sure all facilities are well coordinated and in communication with Belden and local agencies.
- Over 7 years, with input from numerous agencies, we have honed an efficient traffic and parking management system that leaves only as many cars on-site as needed to accomplish an evacuation, and that provides clearance for emergency vehicles (see the section entitled Evacuation Plan in this permit application).
- Neither Sunset Campout nor any vendors hired by Sunset Campout sell or distribute alcohol to attendees. (Belden Resort does sell alcohol at their licensed bar, which is typically open from around 10AM until sometime between 10 PM and 1 AM each day.)
- Our email communications to ticket-holders will include language regarding river safety, including a warning that we do not provide lifeguards, and will post "Swim At Your Own Risk" signage on the Belden beach.
- While we will not have certified lifeguards on duty, we will schedule dedicated beach lookouts who remain vigilant during periods of high river usage.
- We will clearly communicate to all of our attendees that no campfires, fire art, fire activities, or open flames are allowed at the event, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. We will additionally post fire prevention signs in campsites.
- While Sunset Campout staff, Medical, and High Rock Security will be focused on the safety of Sunset Campout event participants, it is our expectation that Belden's staff will have sole responsibility for the safety of bystanders, specifically for any non-ticketholder Belden Resort (bar, restaurant, and store) patrons, including local passerby and any hikers from the nearby Pacific Crest Trail.

Graham, Jim

From: Mark Satterfield-PCPHA <msatterfield@countyofplumas.com>
Sent: Wednesday, April 29, 2015 8:42 PM
To: Galen Abbott
Cc: Hall, Mimi; Graham, Jim
Subject: Re: Belden Town Special Event Sign Off - Sunset Campout - July 17-19, 2015
Attachments: HealthOfficer_SunsetCampout2015_OutdoorFestivalApplication-6aAnn.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Galen,

Thank you for copying me on your note and including the ICS items in your medical plan. I've again carefully reviewed your plans and I'm glad to report it now meets our health department's expectations for medical facilities and services.

As I reviewed your submission I caught a couple of typos you may want to fix in the final submission (unless you really are working with MARS??!!) (attached). I am out of town until Monday but will be glad sign the medical facilities and services part of your application when I return.

We really don't want this application processes to be overly burdensome, yet we believe consistent preparation for our festival events is important to prevent a serious avoidable incident in the future. Plumas County does want to welcome festivals and other larger scale activities to our county. Suggestions you may have to make our application process fairer or more relevant are welcome. Please address any recommendations you may have about the medical facilities and services part of the application directly to me and Mimi Hall.

Many Thanks,
Mark Satterfield, MD
Public Health Officer
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, California 95971
(530) 283-6337

On Apr 27, 2015, at 5:20 PM, Galen Abbott wrote:

Hi Jim and Mimi,
I have made the necessary changes to our Medical Facilities and Services plan recommended by Dr. Satterfield. Please advise if it can move forward for approval or if any more changes are required.

Thanks so much!
Galen Abbott
Sunset Campout

On Apr 21, 2015, at 1:13 PM, Galen Abbott <galenabbott@gmail.com> wrote:

f) **Parking plan**

Describe the parking plan for the proposed event to the satisfaction of the Plumas County Planning Department.

Plumas County Planning Department

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

The Sunset Campout staffs a team devoted to parking, which will coordinate the parking on property in accordance with Plumas County, Belden, and the US Forestry Service rules and regulations. Sunset Campout sells 50 parking spaces for parking in Belden Town and 30 for staff. All vehicles are guided into parking spots by our staff backed in facing out to the road. 15' easement is always left through town and fire lane access through vending area. The rest of the vehicles are parked at the off-site property known as Jacks Place, and attendees will be shuttled over from that remote lot. We are applying for Highway Easement/Road Encroachment permits through Caltrans which will allow us to post signage along the highway, directing attendees to the off-site parking and Belden entrance.

County Agency Approval:

The parking plan described above, or attached hereto, is approved for the event as described in this application.


Randy Wible
Plumas County Planning Department

4-22-15
Signature / Date

g) Traffic Control Plan

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works

1834 E. Main Street
Quincy, CA 95971
(530) 283-6268

Access/On-Site Traffic Control

Before Event Begins:

- Belden will put up 'special event' signs so people know to slow down while people are turning onto the bridge from Highway 70.
- We use spray chalk to prep RV sites and traffic information on the ground.
- Post 'no parking' and 'fire lane' signs on the back road along all Forestry Service camping area
- Create markings for 15' fire lane easement going down the entire road

As Attendees Arrive:

- During the entire event we set up check-in in the upper RV lot. Attendees cross the bridge and drive into the RV lot in a loop around the perimeter, stopping to check in when they are faced with the their noses pointing out back toward the bridge, ready to drive back out of the lot.
- They are then to check-in and unload their vehicles. Attendees are not allowed to drive vehicles into Belden unless they have a parking pass.
- The driver only will take vehicle to the off-site parking to park vehicle and ride shuttle back to Belden
- Traffic attendants are making sure that all vehicles flow freely and do not back up onto bridge or highway.
- Check-in attendants ensure a safe and efficient unloading process.

As Attendees Leave:

- Vehicles are staggered methodically as the entire back to Belden for load out. The schedule of the shuttles dictates how many vehicles will enter at a time and can be managed for smooth traffic flow.
- Check-out attendants ensure a safe and efficient loading process.

County Agency Approval:

The traffic control plan as described above, or attached hereto, is approved for the event as described in this application.

See attached approval letter

Plumas County Department of Public Works

Signature / Date

Traffic Control Plan

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works
1834 E. Main Street
Quincy, CA 95971
(530) 283-6268

Access/On Site Traffic Control

Before Event Begins

- "Special Event Ahead" signs will be placed at mileposts 13.4 and 15.1 on the State Highway to warn the traveling public of an event at Belden. "Temporary No Parking" signs shall be placed every one hundred feet (100') from the Belden Bridge to the "Special Event Signs".
- Spray chalk will be used to:
 - Draw arrows off the bridge and up to the RV lot to direct traffic flow.
 - Post "no parking" and "fire lane" signs along the back road adjacent to the Forest Service Campground.
 - Mark the 15' width of the fire lane required along the length of Belden Town Road.

As Attendees Arrive

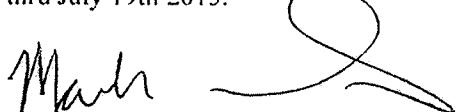
- During the entire even, check-in will be located in the RV lot. Attendees cross the bridge and drive into the RV lot in a loop around the perimeter, stopping to check in when they are faced with their noses pointing out back toward the bridge, ready to drive back out of the lot.
- Attendees will be allowed to check-in and unload their vehicles. Attendees will not be allowed to drive vehicles past the check-in area unless they have an onsite parking pass.
- The driver will be directed to take the vehicle to the off-site parking lot where they will park the vehicle and be shuttled back to Belden.
- Attendants will be available to make sure that traffic is not allowed to back up onto the bridge or State Highway.

As Attendees Leave

- Vehicles returning to Belden will be staggered to prevent a traffic jam. The shuttle schedule will dictate how many vehicles will be allowed onsite at a time.
- Attendants will be available to help ensure a safe and effective loading process.

County Agency Approval:

The traffic control plan as described above is approved for the Sunset Campout scheduled for July 17th thru July 19th 2015.

Mark

4-21-15

Plumas County Department of Public Works Signature/Date

h) Illumination Provisions

If it is proposed or expected that spectators or participants will remain overnight, include a description of the provisions for illuminating the premises to the satisfaction of the Plumas County Planning Department.

Plumas County Planning Department

555 Main Street

Quincy, CA 95971

(530) 283-7011

Belden has street lights that will illuminate the main areas of our event. All stages will have lighting and there will be lighting in the surrounding areas from various art installations. Main pathways to and from camping areas will have battery and/or solar powered lighting. The inside of each portable toilet will also be lit for the ease of access for our attendees. Lighting from the staging will not illuminate off-site properties.

Battery operated lighting and decor will be posted at 'Jack's Place' off-site parking to identify it's location to attendees as to facilitate safe and efficient parking. All traffic directors will also be illuminated for safety.

County Agency Approval:

The provisions for illumination as described above, or attached hereto, are approved for the event as described in this application.


Plumas County Planning Department
Public Works Dept.


April 21, 2015
Signature / Date

i) **Transient Occupancy Taxes**

If it is proposed or expected that spectators or participants will remain overnight, include provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code to the satisfaction of the Plumas County Tax Collector.

Plumas County Tax Collector

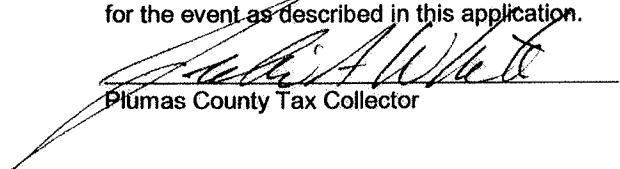
520 Main Street, Room 203
Quincy, CA 95971
(530) 283-6260

Transient Occupancy Taxes are included in the ticket price of the event. Sunset Campout pays these taxes as part of the contracted fee paid to Belden for the use of their property. Cabins and hotel rooms are used by event staff and therefore are not marked up beyond the Belden charge for these units. Belden will handle the delivery of all taxes to the County.

I spoke with Galen and explained that they are leasing the property from Belden and are responsible for remitting the TOT. It was explained how the ticket price including the camping needed to be broken down so that the TOT calculations can be made and submitted to the T/C office. I have received the registration form and a TOT certificate will be issued this week. Julie

County Agency Approval:

The provisions for collecting transient occupancy taxes as described above, or attached hereto, are approved for the event as described in this application.


Plumas County Tax Collector


Signature / Date

3B

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971
(530) 283-6444 FAX (530) 283-6160
Email: gaylatrumbo@countyofplumas.com



Gayla S. Trumbo
*Human Resources
Director*

May 4, 2015

Honorable Board of Supervisor
520 Main
Quincy, CA 95971

Re: Notice of Retirement

Dear Board of Supervisors:

This letter is to notify you of my intent to retire as of September 1, 2015. This decision has not been an easy one to make. However, due to health issues of my Mother and recent health issues with my Husband, I feel that my focus needs to be on my family.

I am very grateful to this County for hiring me in my first full time position in January of 1978 and allowing me to have a career of 37 years. It has been my honor and pleasure to have had the opportunity to serve the Board, as your Human Resources Director for the last thirteen years.

I will do my best to assist this Board in making a smooth transition to a new director. The Human Resources staff consists of three hard working individuals that I am sure will be a great asset to the new director, as they have been for me.

I would like to thank the members of this Board and the prior Board of Supervisors for your support over the years. Without your support I would not have been able to have been successful in this position.

At this time I respectfully request that you accept my letter of retirement.

Sincerely,

Gayla Trumbo

Gayla Trumbo

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

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

AGENDA REQUEST

For the May12, 2015 Meeting of the Board of Supervisors

Date: May 4, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Plumas County Solid Waste Program – Mandatory Commercial Organic Recycling Exemption – Consideration of a Resolution to Affirm an Exemption from AB 1826 (Chesbro, 2014)

Robert A. Perreault
datory Commercial Organic

SUMMARY

This memo provides information on the requirements of Assembly Bill (AB) 1826 (Chesbro, 2014) regarding mandatory commercial organics recycling and a Resolution for a temporary exemption from the requirements thereof.

BACKGROUND

Over the last several years, the California Legislature has grappled with the issue of mandating the recycling of organic materials. In addition, the California Air Resources Board (ARB) has indicated that it would consider adopting regulations – under their purview associated with the California Global Warming Solutions Act of 2006 (AB 32) – that would restrict or ban the disposal of organic material in landfills in order to reduce greenhouse gases. Specifically for the solid waste sector, the 2013 Scoping Plan Update identified six key recommended actions. The most significant as to the impacts to rural counties and the priority to ARB and the Department of Resources Recycling and Recovery (CalRecycle) is the first one:

ARB and CalRecycle will lead the development of program(s) to eliminate disposal of organic materials at landfills. Options to be evaluated will include: legislation, direct regulation, and inclusion of landfills in the Cap-and-Trade Program. If legislation requiring businesses that generate organic waste to arrange for recycling services is not enacted in 2014, then ARB, in concert with CalRecycle, will initiate regulatory action(s) to prohibit/phase out landfilling of organic materials with the goal of requiring initial compliance actions in 2016.

In other words, if legislation for organics diversion was not enacted in 2014, ARB was poised to develop regulations under its authority from AB 32. Concerned with statements made by the

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ARB, a number of solid waste industry stakeholders worked to construct a mandatory organics recycling measure that would have CalRecycle as the lead state entity rather than the ARB.

Following a number of bills that failed passage, in 2014, Assemblyman Wesley Chesbro (D-Humboldt) introduced Assembly Bill (AB) 1826 that requires commercial organic generators to begin diversion and recycling of organics. Local jurisdictions would be required to adopt a mandatory commercial organics recycling program and be responsible for public education and outreach, monitoring, and reporting to CalRecycle, much the same as with the current mandatory commercial recycling.

The Rural County Representatives of California (RCRC) and the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) staff worked closely with the public and private sector solid waste industry, CalRecycle, legislative staff, and Californians Against Waste (CAW) to address a number of concerns and craft a more reasonable and workable version of AB 1826. RCRC/ESJPA maintained a number of principles surrounding AB 1826, mainly, ensuring generators/local governments are not penalized or face costly burdens when an organics recycling infrastructure simply does not exist; and providing a temporary reprieve from the mandate for rural county/city solid waste managers in less populated counties where virtually no viable organics recycling can/will occur in the near future.

AB 1826 Recycling of Organic Waste was signed into law September 28, 2014. The statute requires businesses that generate a specified amount of organic waste per week to arrange for recycling services for that organic waste in a specified manner. It phases in businesses by the amount of organic waste generated as follows:

- By April 1, 2016 for businesses that generate eight cubic yards or more of commercial organic waste per week.
- By January 1, 2017 for businesses that generate four cubic yards or more of commercial organic waste per week.
- By January 1, 2019 for business that generate four cubic years or more of commercial *solid* waste per week (the same businesses subject to the mandatory commercial recycling requirements).

AB 1826 also requires that jurisdictions implement an organics recycling program for businesses by January 1, 2016, and implement education, outreach, and monitoring activities and report annually to CalRecycle, much the same as the mandatory commercial recycling program. However, with the mandatory commercial organic recycling program, there are some additional components for the local solid waste agency to include in their program. The local jurisdiction must identify:

- Existing organic waste recycling facilities within a reasonable vicinity and the capacities available for materials to be accepted at each facility.
- Existing solid waste and organic waste recycling facilities within the jurisdiction that may be suitable for potential expansion or co-location of organic waste processing or recycling facilities.
- Efforts of which the jurisdiction is aware that are underway to develop new private or public regional organic waste recycling facilities that may serve some or all of the organic waste recycling needs of the commercial waste generators within the jurisdiction subject to this chapter, and the anticipated timeframe for completion of those facilities.
- Closed or abandoned sites that might be available for new organic waste recycling facilities.
- Other nondisposal opportunities and markets.
- Appropriate zoning and permit requirements for the location of new organic waste recycling facilities.
- Incentives available, if any, for developing new organic waste recycling facilities within the jurisdiction.
- Identify barriers to siting new or expanded compostable materials handling operations, as defined in paragraph (12) of subdivision (a) of Section 17852 of the Title 14 of the California Code of Regulations, and specify a plan to remedy those barriers that are within the control of the local jurisdiction.

THE ISSUE

One of the primary concerns in the development of the legislation was a recognition and acceptance by CalRecycle that if there are no facilities to process organic waste available within a reasonable vicinity, and the local jurisdiction has done what it can to assist in the implementation of the organics recycling program under its control, that the local jurisdiction is not penalized. Language was included in the bill that requires CalRecycle during their jurisdictional reviews to consider the following:

- The availability of markets for collected organic waste recyclables.
- Budgetary constraints.
- In the case of a rural jurisdiction, the effects of small geographic size, low population density, or distance to markets.
- The availability, or lack thereof, of sufficient organic waste processing infrastructure, organic waste recycling facilities, and other nondisposal opportunities and markets.
- The extent to which the jurisdiction has taken steps that are under its control to remove barriers to siting and expanding organic waste recycling facilities.

During a review of a jurisdiction, CalRecycle will determine whether the jurisdiction has made a “good faith effort” to implement its selected organic waste recycling program and take into account the above criterion.

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Mandatory Commercial Organic Recycling Exemption and Consideration
of a Resolution to Affirm an Exemption from AB 1826 (Chesbro, 2014)

May 4, 2015

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A provision was also included in the statute that provides a potential exemption from all requirements of AB 1826 for the smallest counties (counties with a population of less than 70,000) until January 1, 2020, at which time CalRecycle could choose to extend or terminate the exemption. A larger threshold was originally proposed. However, the inclusion of the rural county exemption language created a backlash of controversy, primarily from the composting industry and some waste haulers. The two basic objections to the higher exemption were: (1) to create economic feasible projects, all amounts of organic waste and jurisdictions should be subject to the requirements, and (2) those areas that currently have a composting facility and program in an exempt county will elect to discontinue utilizing the services, thus jeopardizing the investment and viability of the project. Accordingly, Assemblyman Chesbro was pressured to delete the exemption entirely. However, a compromise resulted such that the threshold was reduced to a population of 70,000. This population threshold includes 19 counties in the exemption provision, representing only 1.4% of the solid waste stream statewide.

In order to take advantage of the exemption, the Plumas County Board of Supervisor must adopt a resolution, including findings as to the purpose and need for the exemption. This resolution must be presented to CalRecycle six months before the operative date of the exemption, which means it must be submitted to CalRecycle by July 1, 2015.

Attached is a draft, proposed resolution exempting Plumas County from the mandatory commercial organics recycling requirements.

The draft Resolution was reviewed and discussed by the Plums County Integrated Waste Management Task Force on April 13, 2015. The following is extracted from the draft minutes of the same date: “Robert Meacher makes a motion to send the Resolution to the Board of Supervisors, seconded by Tom Yagerhofer with unanimous votes of approval.”

The draft Resolution has been approved as to form by Deputy County Counsel Steve Mansell.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Plumas County Board of Supervisors vote to adopt the attached “Resolution Opting to Affirm an Exemption from the Requirements of Mandatory Commercial Organics Recycling.”

Attachment

Resolution Opting to Affirm an Exemption from the Requirements of Mandatory Commercial Organics Recycling

**Opting to Affirm an Exemption)
From the Requirements of Mandatory)
Commercial Organics Recycling)**

RESOLUTION NO. 15-_____

WHEREAS, the County of Plumas is committed to meeting its solid waste diversion requirements through program implementation of its Source Reduction and Recycling Element of its Integrated Waste Management Plan; and,

WHEREAS, Assembly Bill (AB) 1826 (Chesbro, 2014) was signed into law and requires businesses that generate a specified amount of organic waste per week to arrange for recycling services for that organic waste in a specified manner beginning April 1, 2016; and,

WHEREAS, AB 1826 requires that jurisdictions implement an organics recycling program for businesses by January 1, 2016, that includes education, outreach, and monitoring activities and reporting annually to the Department of Resources Recycling and Recovery (CalRecycle).

WHEREAS, AB 1826 defines a rural county as a county that has a total population of less than 70,000 persons and includes a provision that allows the board of supervisors of a rural county to adopt a resolution exempting the county from the requirements of Section 1, Chapter 12.9 of the Public Resources Code (commencing with Section 42649.8) Recycling of Organic Waste, based upon findings as to the purpose and need for the exemption; and,

WHEREAS, a business located in a rural jurisdiction that is exempted pursuant to paragraph (2) of subdivision (a) of Section 42649.82 is not required to recycle organics.

WHEREAS, there are 19 counties in California with populations of less than 70,000 persons, which collectively represent 1.4% of the statewide waste stream; and,

WHEREAS, Plumas County has a population of 19,140 persons as of the Department of Finance's most current population estimates; and,

WHEREAS, Plumas County does not have the existing infrastructure, composting or anaerobic facilities, with the capacity to economically handle all the organic waste produced within the county; and,

WHEREAS, with the amounts of organic waste generated in Plumas County and the distance to accessible processing facilities, it is not economically feasible for the County to require organics diversion at this time; and,

WHEREAS, with the amounts of organic waste generated in Plumas County it is not currently economically feasible to build sustainable processing facilities necessary to handle all the organic waste produced within the county; and,

WHEREAS, Plumas County is committed to continue to pursue economically feasible alternatives for organics management; and,

WHEREAS, Plumas County is committed to encourage businesses to reduce and recycle organics materials; and,

WHEREAS, CalRecycle determines the state's progress toward reducing the disposal of organic waste; and,

WHEREAS, if the statewide disposal of organic waste is not decreased to half of the level disposed in 2014, on or after January 1, 2020, this exemption shall become inoperative, unless the department determines that ending rural exemptions will not result in a significant reduction of the disposal of organic waste.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Plumas County hereby chooses to exempt the County from the requirements of SECTION 1, Chapter 12.9 of the Public Resources Code (commencing with Section 42649.8) Recycling of Organic Waste.

BE IT FURTHER RESOLVED that the Board of Supervisors reserves the right to rescind this resolution at any time prior to the sunset date of January 1, 2020.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the _____ day of _____, 2015, by the following vote:

AYES: Supervisors

NOES: Supervisors:

ABSTAIN: Supervisors:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board of Supervisors

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT



AGENDA REQUEST

for the May 12, 2015 Meeting of the Plumas County Board of Supervisors

May 4, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Robert A. Pernault Jr.

Subject: Authorize the Chair and the Director of Public Works to Execute an Agreement Between Plumas County and Vali-Cooper & Associates, Inc. pertaining to the Greenville Water System and Sewer System Repair Project in the amount of \$343,400.00.

Background:

The Indian Valley CSD (IVCSD) is responsible for making timely repairs to its water and sewer systems within the project area of the Caltrans' State Route 89 highway improvements project in Greenville.

During 2014, the Board of Supervisors authorized the IVCSD water and sewer utility repairs project to be funded through the use of Proposition 50 funding.

Additionally, the Department of Public Works has been designated by the Board of Supervisors to assist the IVCSD by performing as the lead agency for design, construction and project administration of the water and sewer utility repairs project.

On March 10, 2015, the Board of Supervisors approved and authorized the execution of an “Agreement on Administration and Funding” with the IVCSD Governing Board.

The next milestone in the progression of the Project is the decision to award an engineering contract in regard to design, preparation of bid documents, and construction phase activities.

Public Works has selected a Consultant firm and has negotiated a proposed fee for a Professional Services Contract to provide civil engineering services to the Project, as requested by Public Works staff. Attached is a copy of the only the Contract Exhibits, which set forth the engineering contract Background, Scope of Services, Fees and Schedule. A copy of the entire draft contract, dated May 4, 2015, is available for public review during normal business hours in the Office of the Clerk of the Board of Supervisors and the Headquarters Office of the Plumas County Department of Public Works.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the proposed Professional Services Agreement in the base amount of \$343,400.00, subject to approval as to form by County Counsel.

Attachments: Exhibits A through D, inclusive

EXHIBIT A

BACKGROUND AND PROJECT NEEDS

Background

This Project is identified as the GREENVILLE WATER SYSTEM AND SEWER SYSTEM REPAIR PROJECT.

This Project is an essential element in support of the primary projects, commonly known as:

- Caltrans Highway Improvement Project along State Route 89, located within the population area of Greenville in Plumas County, and the adjacent
- Plumas County Highway Improvement Project, located within the population area of Greenville in Plumas County, and the adjacent

In 2008, the Plumas County Transportation Commission programmed funding for the project into the State Transportation Improvement Program.

Since circa 2006, a citizen-based committee, known as the Greenville Streetscape Committee, has been active and engaged with the Plumas County Department of Public Works and the Caltrans District 2 Design Division in regard to various project design details pertaining to sidewalks and lighting within the project limits.

Since circa 2006, a so-called Undergrounding Project has been active, pursuant to PG&E Rule 20-A and other tariffs under the jurisdiction of the California Public Utilities Commission, had been initiated by the Plumas County Department of Public Works. Construction activities presently scheduled by such utilities are as follows:

- Pacific Gas and Electric is scheduled to performed trench excavation within the Caltrans project area along State Route 89 during Spring, 2015. PG&E's design plans are due to be submitted to the County during early May, 2015.
- Frontier Communications is scheduled to performed underground borings within the Caltrans project area along State Route 89 during late Summer or Fall, 2015. Frontier's design plans are due to be submitted to the County during early May, 2015.

Since circa 2006, the Plumas County Department of Public Works has been actively engaged with the Indian Valley Community Services District (IVCSD) Governing Board and staff in regard to identifying the need to repair known deficient conditions in their existing water lines and sewer lines that are located subsurface within the project limit areas of the Caltrans highway improvement project and the Plumas County highway improvement project, both noted above.

As part of such efforts, the staff of the Plumas County Department of Public Works coordinated with the Plumas County Community Development Commission (PCCDC). The PCCDC was instrumental in securing funds on behalf of the IVCSD, resulting in the development of two reports on the specific needs involving the repair of existing conditions associated with the water lines and sewer lines, first mentioned above. The two preliminary reports are:

1. **Greenville Sewer and Water System Condition Assessment Report of Findings and Facility Rehabilitation/Repair Recommendations**, dated February 28, 2014, prepared by HydroScience
2. **Preliminary Engineering Report 2007-2008 Greenville, CA Water System Upgrades**, dated April 19, 2007, prepared by Walters Engineering.

In 2014, the Plumas County Board of Supervisors decided to re-prioritize certain project that are being funded through the Proposition 50 funding program, as administered by the California Department of Water Resources. One of the project recipients of the new funding was the repairs to the existing water system and existing sewer system, within the project limits of the 2 highway projects identified above. Project funds were earmarked for the benefit of the IVCSD utility systems in the amount of \$1,290,000, one of the conditions being that the IVCSD Project must be designed and constructed before December 31, 2015.

Inasmuch as the design and construction timetable is very limited, and in light of a lack of a professional engineer on the IVCSD staff, the Plumas County Board of Supervisors and the IVCSD Governing Board reached agreement, such that the Plumas County Department of Public Works will be that lead agency in the delivery of the design and construction of the IVCSD Utilities Project before the deadline of December 31, 2015. With the exception of contract award decisions by the Plumas County Board of Supervisors for 1) Consulting Engineering and 2) Construction, all other project related decisions will be within the purview of the Plumas County Department of Public Works, through its Director of Public Works. See Attachment.

It is noted that the final design plans of the Caltrans highway improvements project, being prepared by Caltrans, are not yet completed. However, it is expected that the Caltrans plans will be sufficiently detailed to enable the County, including its Consultant, and the 2 utility companies performing construction work during 2015, to be able to complete their subsurface construction improvements during 2015.

Project Needs

The expectations of the County, in order to satisfy the State requirement to complete construction of the water utility and sewer utility repairs project are summarized as follows:

The County will retain a Consultant with civil engineering expertise in the design and construction inspection field of water utility system repairs and sewer utility system repairs.

The Consultant will recognize that \$1,290,000 is an absolute maximum amount of funds available for the entire water and sewer utility systems repair project, including costs of the:

Consultant: design, coordination with utilities, coordination with Caltrans, preparation of bid documents, bid analysis and recommendations; construction administration, construction monitoring and analysis, construction inspection and project close-out.

Testing and monitoring of all sub-consultants retained by the Consultant.

Administrative cost of the staff of the Plumas County Department of Public Works.

Construction Contract, including all costs relating to administration, materials and labor, including that identified in any approved change orders.

As the project progresses, the Consultant will make a projection of estimated project costs expended and obligated to date on at least a weekly basis.

EXHIBIT B

SCOPE OF SERVICES AND ESTIMATED COST

Following is a summary of Tasks and Estimated Costs of the Consultant:

Task 1a. Provide hard cleaning and video taping of all sewer lines recommended in Table 4, page 8, of GREENVILLE SEWER AND WATER SYSTEM CONDITION ASSESSMENT, by HydroScience, dated February 28, 2014.

Task 1b. Review the findings of water and sewer utility conflicts on State Route 89 within the limits of the Greenville SR89 Rehabilitation project as provided by Caltrans (see attached Potholing Plans for potential water and sewer utility conflicts) and coordinate any required water and sewer utility relocations with the recommended repairs to water and sewer lines as listed in the GREENVILLE SEWER AND WATER SYSTEM CONDITION ASSESSMENT, by HydroScience, dated February 28, 2014. Compile a summary report listing the necessary construction tasks required to complete the repairs or relocations for review and approval by IVCSD, the County and Caltrans.

Task 1c. Review the recommended repairs to water and sewer lines as listed in the GREENVILLE SEWER AND WATER SYSTEM CONDITION ASSESSMENT, by HydroScience, dated February 28, 2014 within the limits of County Roads (Grand Street, Bush Street, Pine Street, Jessie Street, and Mill Street) for potential water and sewer utility conflicts and coordinate any required water and sewer utility relocations with the recommended repairs to water and sewer lines as listed in the GREENVILLE SEWER AND WATER SYSTEM CONDITION ASSESSMENT, by HydroScience, dated February 28, 2014. Compile a summary report listing the necessary construction tasks required to complete the repairs or relocations for review and approval by IVCSD and the County.

This task includes:

- Cleaning and video tape (Subconsultant Work). \$ 25,000.00
- Contingency for cleaning and video tape (Subconsultant Work). \$ 5,000.00
- Evaluation and scope recommendation for both water and sewer systems for recommended repairs and any required relocations within limits of the State highway and County road projects described above. \$26,400.00

Task 2 Produce construction documents, plans and specifications, sufficient to advertise for construction contracts for scope of services as outlined in Task 1a. and 1b. above. Plumas County is to advertise for bid on the construction contract. Coordinate plans and specifications with the Indian Valley CSD, Plumas County and Caltrans.

This task includes:

- Generate Plans and Specifications (Subconsultant Work) \$80,000.00
- Contingency Plans and Specifications (Subconsultant Work) \$12,000.00

Task 3 Provide Construction Management, Surveying and Material Testing to administer construction contracts generated in item of work in Task 2 above.

This task includes:

- Construction Management \$165000.00
- Construction Surveying (Subconsultant Work) \$10,000.00
- Material Testing (Subconsultant Work) \$20,000.00

SUMMARY OF TASKS AND ESTIMATED COSTS	
Consultant Task	Estimated Cost
Task 1a. Cleaning and video taping of sewer	
Task 1b & 1c. Compile water and sewer utility conflicts to be resolved.	\$56,400.00
Task 2 Construction docs, plans and spec for water and sewer relocations and repairs	\$92,000.00
Task 3 Construction Management	\$195,000.00
Total	NOT TO EXCEED: \$343,400.00

A payroll is a record of all payments a consultant made to employees subject to State prevailing wages working on the project. A certified payroll is one that contains the written declaration required in Section 7-1.02K(3) [7-1.01A(3)], "Certified Payroll Records," of Caltrans' *Standard Specifications*.

Subconsultants must submit to the prime consultant all certified payrolls, owner- operator listings, and statements of compliance. In turn, the prime consultant must submit these documents to the Department of Public Works by the 15th of each month for the previous month. The payrolls can be submitted on the state-furnished Form CEM-2502, "Contractor/Subcontractor Payroll," or any alternate form that includes a statement of compliance with wording identical to that on Form CEM-2503, "Statement of

EXHIBIT C

Vali Cooper & Associates, Inc.
Fee Schedule
2015

Classification	Hourly Billing Rate
Principal	\$225 - \$250
Project Manager	\$160 - \$230
Engineer	\$130 - 185
Estimator	\$100 - \$135
Resident Engineer/Contract Manager	\$130 - \$200
Registered Landscape Architect/Inspector	\$150 - \$195
Assistant Resident Engineer (Prevailing Wage)	\$150 - \$185
Assistant Resident Engineer (Non-Prevailing Wage)	\$130 - \$160
Project Controls/Scheduler	\$150 - \$250
Office Engineer / Contract Administrator	\$95 - \$160
Construction Inspector (Prevailing Wage)	\$145- \$185
Construction Inspector (Non-Prevailing Wage)	\$100 - \$155
Administrative	\$70 - \$90
Technician	\$60 - \$95

Explanation of Rates

1. Rates are valid through 2015.
2. Resident engineers may or may not be licensed engineers in the State of California, as required by the project.
3. Our employees are compensated in conformance with prevailing wage requirements and the California Labor Code. We bill for our services in the same manner.

EXHIBIT D

PROJECT SCHEDULE

The professional services to be performed pursuant to this Agreement shall commence within five (5) calendar days from the Effective Date of this Agreement.

The special nature of the project timetable is such that the COUNTY, and its CONSULTANT, Vali Cooper, Inc., are to be reactionary to the needs of the project.

All work to be performed by the Consultant is to be first approved by, or with the knowledge of, the County Director of Public Works.

Accordingly, there is no specific project timetable, other than the work pursuant to this contract is to result in all construction phase work, not including any work that may be performed under a guarantee period, is to be completed by December 31, 2015.

Within the framework of the above comments, the following is a reasonable estimate of milestone deadlines associated with this project:

SUMMARY OF TASKS	
Consultant Task	Estimated Completion Date
Task 1 / Cleaning and video taping of sewer	May 31, 2015
Task 2 / Construction docs, plans and spec	July 1, 2015
Task 3 / Construction Management	December 31, 2015

4A3

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 May 12, 2015 Meeting of the Plumas County Board of Supervisors

May 4, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

Subject: Consideration of Recent Safety Record at the Department of Public Works

Background:

The Northern California County Engineers Association (NCCEA) is a sub region organization of the County Engineers Association of California (CEAC).

The membership of the NCEEA is comprised of California's 15 northern County Departments of Public Works.

The NCCEA conducts an annual safety competition among its membership.

At the February 18, 2015 meeting of the NCEEA, it was announced that the Plumas County Department of Public Works was the award recipient of the "2014 Golden Grader Award."

Submission of this Agenda Request is to enable the Board of Supervisors to conduct a dialogue with staff of the Department of Public Works in regard to the importance of the County safety programs.



Plumas County Office of Emergency Services

270 County Hospital Road #127
Quincy, California 95971

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

4c

Date: May 1, 2015

To: Honorable Board of Supervisors

From: Jerry Sipe

CC: Joe Wilson, Pacific Gas and Electric, Governmental Relations

RE: Agenda Item for May 12, 2015

Recommendation: Approve a resolution authorizing grant application to the California Department of Fish and Wildlife, Office of Spill Prevention and Response, for an equipped oil spill response trailer.

Background and Discussion: The California Department of Fish and Wildlife, Office of Spill Prevention and Response (OSPR), administers a local agency grant program for oil spill response equipment. The purpose of this program is to provide oil spill response equipment, complete with a response trailer, that is pre-positioned to assist local agencies respond to and mitigate oil spills to marine and inland waters. Grant awards are based on the threat and magnitude of an oil spill, proximity to ecological sensitive sites, the proximity of existing nearby response equipment or personnel, and the ability to deploy spill response equipment.

The North Fork Feather River Canyon is an ideal candidate for placement of one of these trailers. Not only does the area have sensitive ecological habitat and currently lacks adequate emergency response equipment and resources, but increasing rail shipments of light crude oil from the Bakken region of the Dakotas have greatly increased the threat and potential consequences of an oil spill.

To help fill this gap, the Office of Emergency Services proposes partnering with Pacific Gas and Electric Company to store the oil spill response trailer and equipment at Rogers Flat. Rogers Flat offers many advantages, most notably a secure and strategic location in the heart of the Feather River Canyon. PG&E staff would also have access to the equipment and could use and deploy it along with local fire, search and rescue, and other emergency responders. At PG&E's North Valley Division Leadership meeting on April 8, leadership staff unanimously approved the concept. Should Plumas County be successful in its grant application, local emergency responders and PG&E staff would receive training, sponsored by the Office of Spill Prevention and Response, before the equipment is placed into service. PG&E and Emergency Services would also likely enter into a Memorandum of Understanding regarding after-hours access of the trailer, site security and other operational details.

Other than routine maintenance and inventory tracking, no fees, matching funds, or out-of-pocket expenses are associated with this grant. Once the equipment is used, replacement or cost reimbursement would be through the party responsible for the spill. More information on the response equipment grant program can be found on Cal Fish and Wildlife's attached Frequently Asked Questions (FAQ) document.

At this time, the Board is asked to approve a resolution authorizing the Plumas County Office of Emergency Services to submit a grant application to the California Department of Fish and Wildlife, Office of Spill Prevention and Response, for oil spill equipment and authorize the Director of Emergency Services to sign the various applications, contracts or agreements as the Board's designee. A copy the resolution, approved as to form by Deputy County Counsel, is attached for your consideration.

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

Plumas County Resolution Number _____

A RESOLUTION AUTHORIZING GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR OIL SPILL RESPONSE EQUIPMENT

WHEREAS, the California Department of Fish and Wildlife, Office of Spill Prevention and Response, offers grants to local government entities through its Response Equipment Program; and

WHEREAS, the purpose of this program is to provide oil spill response equipment, complete with a response trailer, that is pre-positioned throughout the state to assist local agencies respond to and mitigate oil spills to marine and inland waters; and

WHEREAS, the North Fork of the Feather River and its tributaries in the Feather River Canyon have been identified as areas vulnerable to oil spills and which also contain ecologically sensitive habitat; and

WHEREAS, the Feather River Canyon area currently lacks adequate local emergency response resources; and

WHEREAS, the Office of Emergency Services has reached conceptual agreement and will partner with the Pacific Gas and Electric Company to store the oil spill response trailer and equipment at Rogers Flat, a secure and strategic location within the Feather River Canyon, should Plumas County be successful in its grant application; and

WHEREAS, during an oil spill emergency this equipment can be deployed by local emergency responders to protect human health, property and the environment; and

WHEREAS, the Response Equipment Grant Program provides training for first responders on the deployment and use of such equipment; and

WHEREAS, there are no fees, matching funds, or out-of-pocket expenses associated with receiving the equipment grant;

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors authorizes the Plumas County Office of Emergency Services to submit an application to the California Department of Fish and Wildlife, Office of Spill Prevention and Response, for an oil spill equipment grant. The Director of Emergency Services is hereby authorized and empowered to execute all necessary applications, contracts, agreements and amendments as the Board designee for the purposes of securing equipment grant funds provided, however, that any contract, agreement, or amendment requisitioning goods or services shall 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 May 12, 2015 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair,
Board of Supervisors

Attest:

Clerk of the Board of Supervisors



Office of the Sheriff

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

4D

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: April 22, 2015

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood *(Signature)*

RE: Agenda Item for the meeting of May 5, 2015

RECOMMENDATION:

Approve budget transfer for Court Security in the amount of \$5000.00. The transfer is from Other Wages (51020) to Overtime (51060).

BACKGROUND & DISCUSSION:

The FY 14/15 Administrative and Budgetary Controls require transfers within wages and benefits to be approved by the Board of Supervisors.

This is a budget transfer request for Court Security in the amount of \$5,000.00 transferring funds from Other Wages (51020) to Overtime (51060) to cover expenses for the remainder of the fiscal year.

The Sheriff's MOU with the Courts requires that minimum staffing levels be maintained. This transfer is necessary to cover anticipated shortages in Overtime for the remainder of the fiscal year.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: COURT SECURITY Dept. No: 70387 Date 4/22/2015

The reason for this request is (check one):

Dept. No: 70387

Date

4/22/2015

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

TRANSFER FROM OR

SUPPLEMENTAL REVENUE ACCOUNTS

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

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Transfer to cover shortage in account

B) Expenses less than anticipated

C) Expenses incurred this fiscal year

D) N/A

Approved by Department Signing Authority:

Ron Jaworsky

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.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

ELLIOTT SMART
DIRECTOR

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

DATE: MAY 4, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 12, 2015

RE: SOCIAL SERVICES TRENDS REPORT

A handwritten signature in black ink, appearing to read "ES" followed by a stylized surname.

It is Recommended that the Board of Supervisors

Receive and file the Social Services Trends report.

Background and Discussion

Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and the citizens of Plumas County. The report provides information regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services. The report being delivered to the Board today includes case count and work load data through March 31, 2015.

Copies: PCDSS Management Staff
Members of the Human Services Cabinet

Enclosure

SOCIAL SERVICES TRENDS

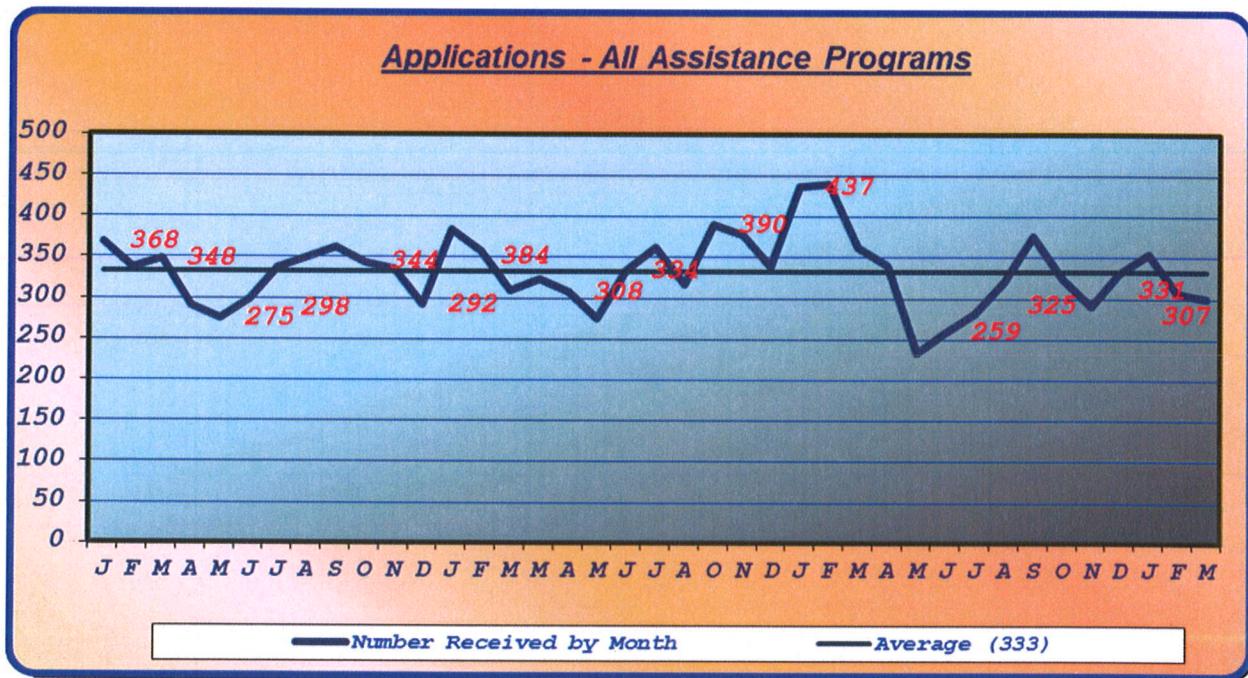
Quarter Ending: March 31, 2015

Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts and workload data for the three-month quarter that ended March 31, 2015. The Department welcomes questions regarding the information contained in this report or about our programs and services. Additional information regarding our programs is available by calling 530-283-6350 or by accessing the Plumas County web site at www.countyofplumas.com.

I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION

A. APPLICATIONS RECEIVED

Application counts have remained comparatively stable if not declined some. Where in the recent past, applications for assistance could be in the range of above 350 per month, more recently the counts have been in the range of under 350 per month. The Department continues to believe that these reductions are associated with a slow improvement in the local economy. If this assessment is correct, we might expect to continue to see further decline in the application counts as we move into warmer months and the service and construction sections of the economy improve.



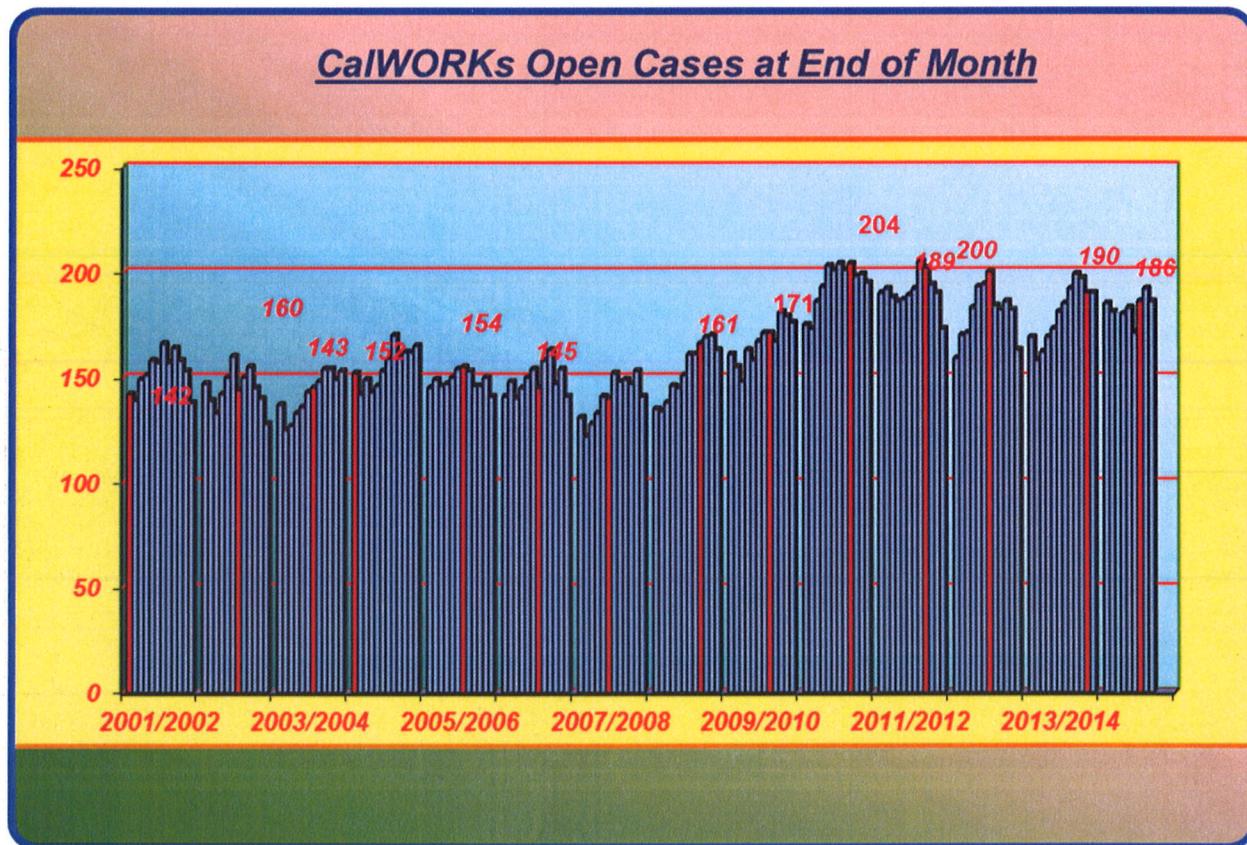
B. CONTINUING CASES

(1). Cash Assistance (AFDC/CalWORKs)

The case count has shown a remarkable amount of stability during the past four years and, more recently, slight signs of a decline. It is noted that the monthly average caseload for the past three years hasn't changed significantly despite the economic downturn. We believe that the perceptible drop in case count more recently is quite likely associated with slow improvements in the local economy. If that is correct, we might expect to see a slow, but continuing decline in case count for this program.

Average Monthly Caseload

2012/2013	181
2013/2014	180
2014/2015	183



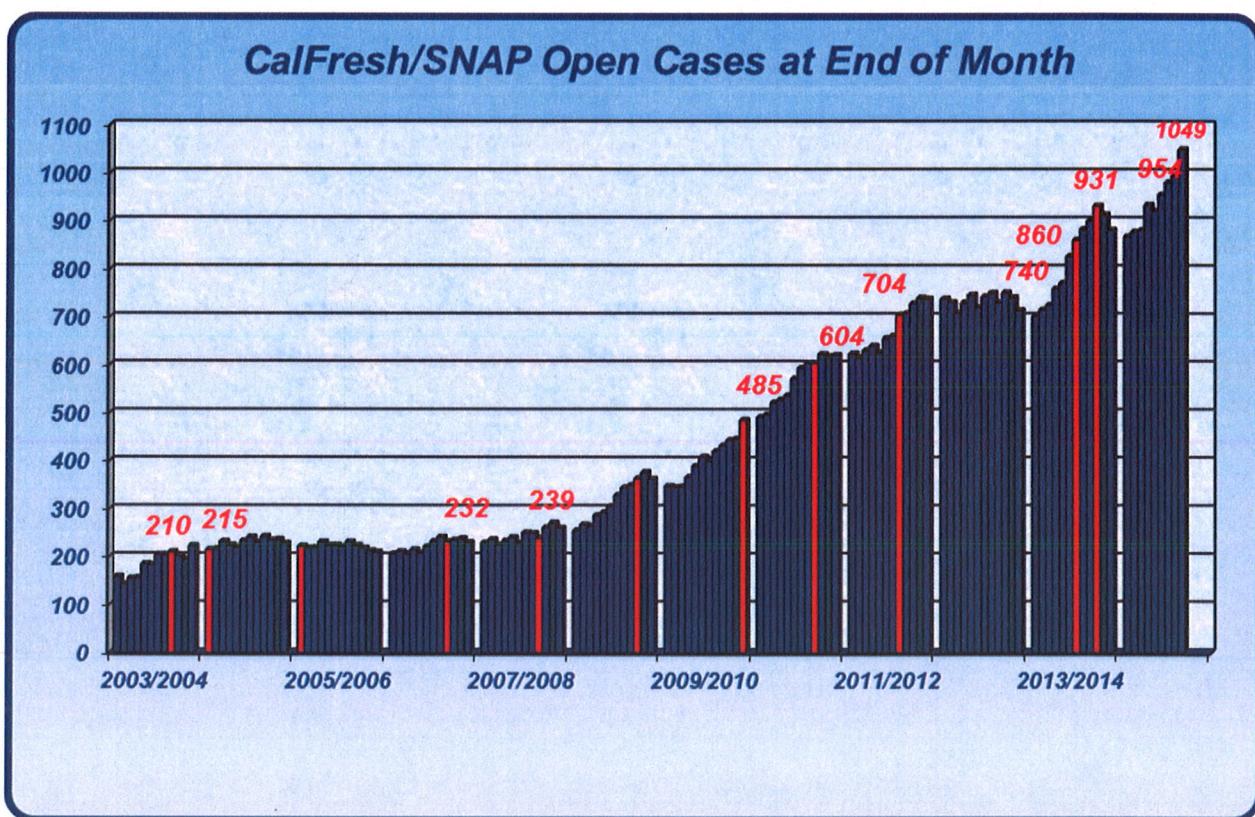
(2). CalFresh (Food Stamps) Assistance

A. Case Count

The snapshot of CalFresh recipients continues to be that the typical customer is more likely to have earnings. That means that while people are employed, their earnings aren't enough to disqualify them from receiving CalFresh benefits. It is also true that we are beginning to see more people in the "over 50" demographic who are part of the "new normal". We may not know for sure what the "new normal" looks like for a period of time yet to come. But clearly it will include higher case counts than we have seen in the past.

Average Monthly Caseload

2012/2013	733
2013/2014	822
2014/2015	939

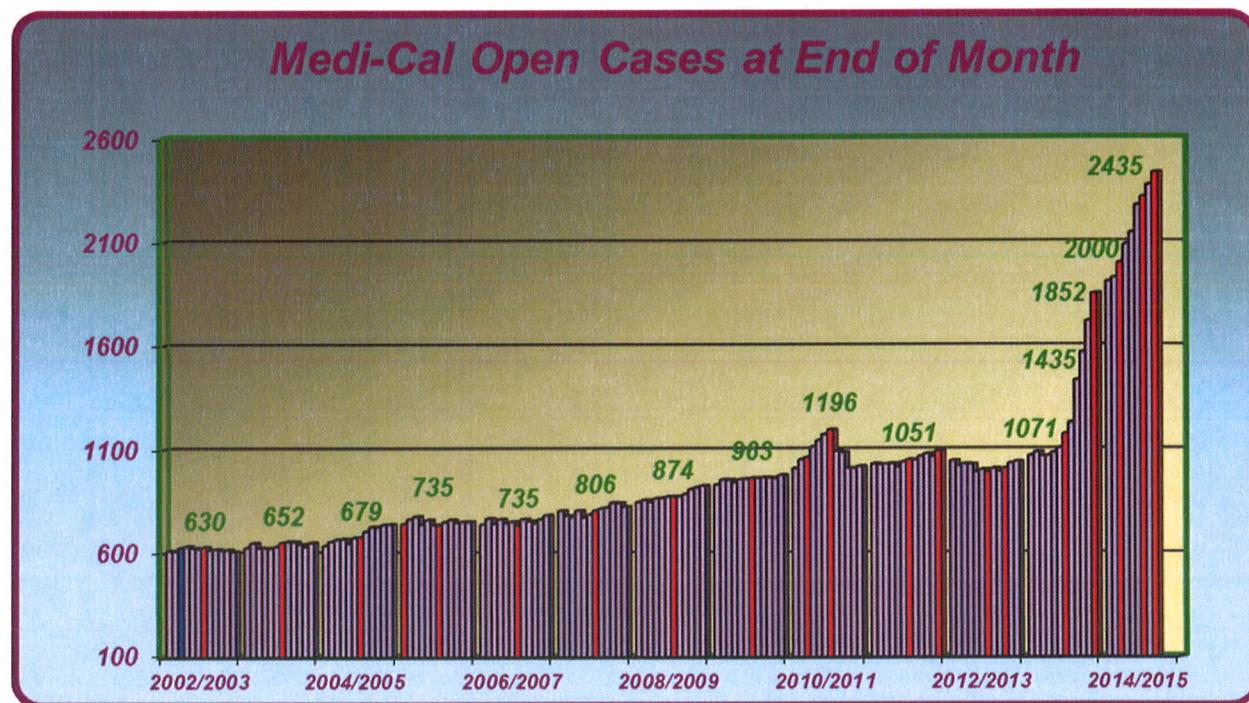


(3). Medi-Cal

The first year of the Affordable Care Act (ACA) resulted in adding just under 1,000 new cases to the Medi-Cal case count. While a good number of these new cases came from the former CMSP and Path2Health programs, many of the new Medi-Cal members are people who did not have any form of coverage prior to the ACA. A new open enrollment period for Covered California opened last November and closed at the end of April. During the new open enrollment period the case count grew by about 435 new cases, not nearly the growth level from the prior period, but significant none-the-less.

Average Monthly Caseload

2012/2013	1017
2013/2014	1459
2014/2015	2164

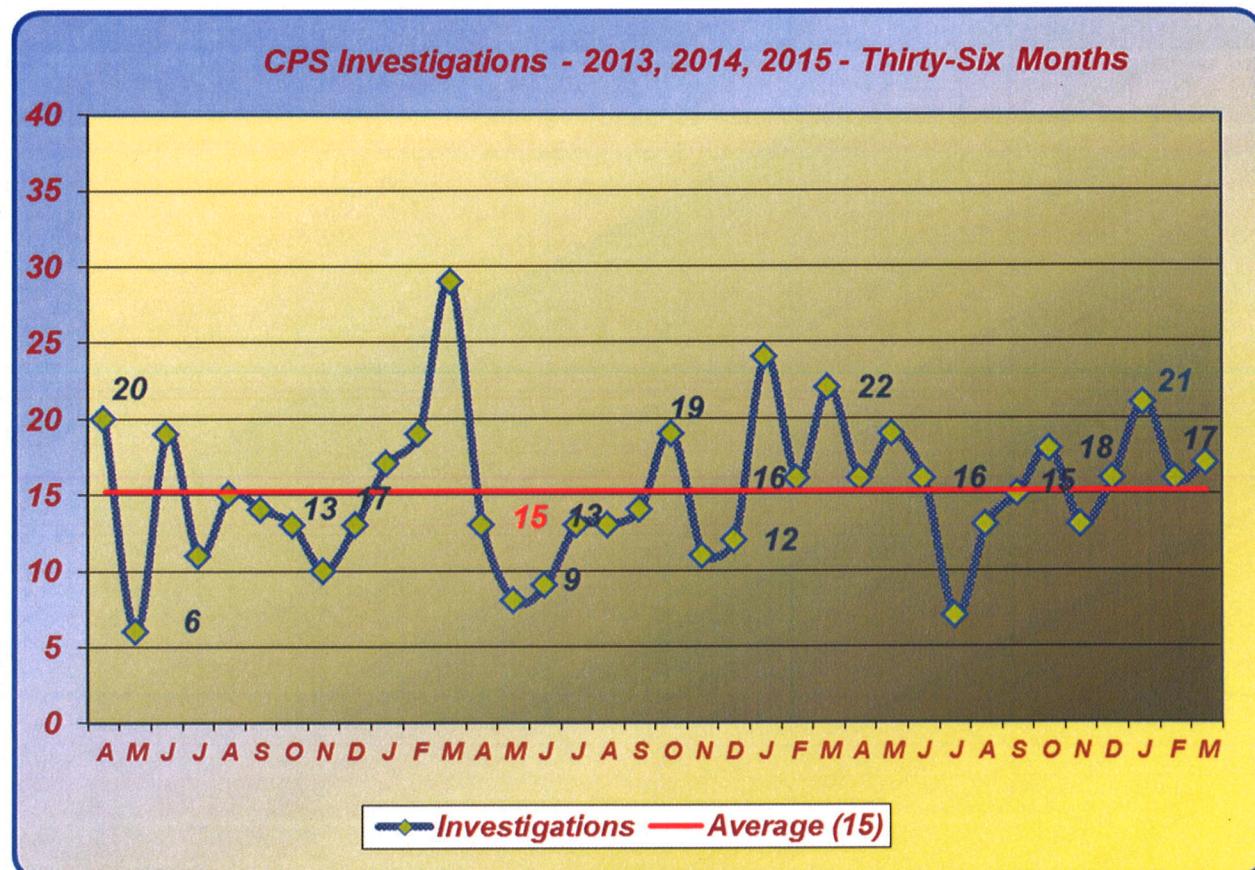


II. SOCIAL SERVICES DIVISION

A. Child Welfare Services

The Emergency Response component of Child Protective Services averages in the range of about 15 child abuse investigations per month. During this most recent quarter, the number of investigations has hovered around the average closing the quarter with 17 investigations in March.

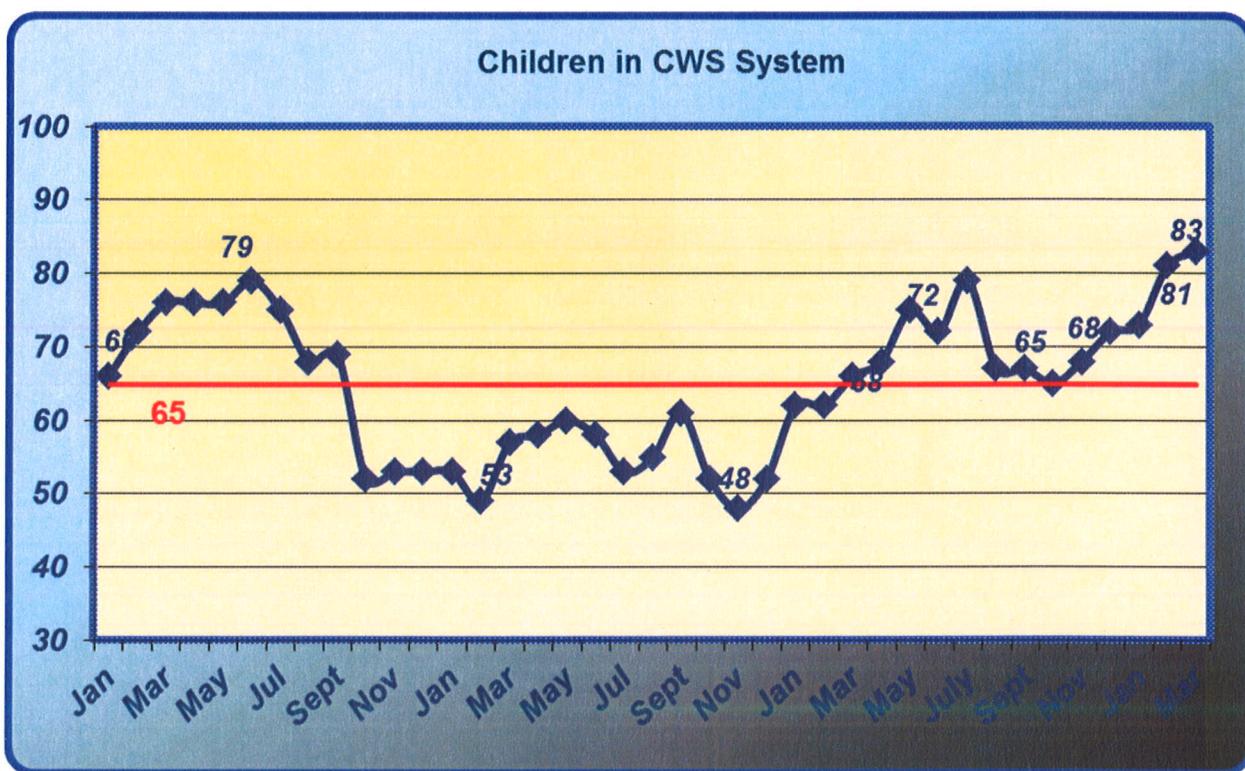
As the Department has noted previously, we have continued to experience significant numbers of cases where the precipitating factors leading to abuse and neglect are associated with substance abuse, in particular methamphetamine but also alcohol and other drugs. Substance abuse is the foremost reason that children are removed from unsafe environments.



B. Children in the Child Welfare Services System

As has been reported previously, under changes in the law associated with Assembly Bill 12 of 2012, some children will stay in the Child Welfare System longer enabling them to complete education or to secure independent housing. This had led to some growth in the count of the number of children in our system. At the end of March there were 83 children in the Child Welfare system which is a higher count than we might prefer to have.

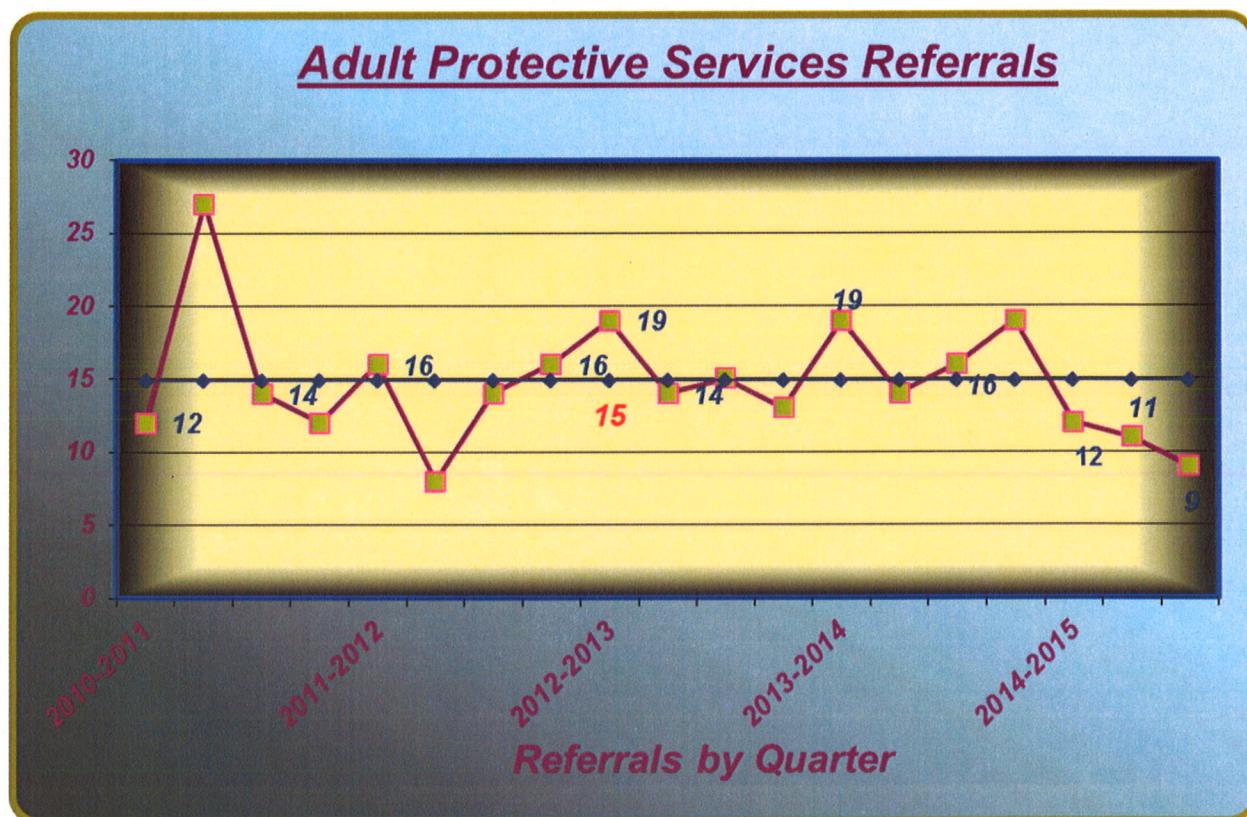
The Department has continued its trend toward placing foster children with relatives and with non-related extended family members. This has placed us in a position where we are less reliant on foster family agencies and foster homes for placement resources. While we expect that trend to continue, there remains a need for Foster Homes for children who come into our system.



C. Adult Protective Services

Referrals for investigation of adults who've been abused or neglected generally have been at or below average levels during the past thirty-six months. The average rate has been about 15 referrals per quarter. For the three month quarter that ended in March, the Department received 9 referrals.

Referrals from financial institutions regarding suspicious circumstances connected with an elderly or disabled person's bank account have continued to account for many of the requests for investigation we receive. The Department also receives referrals that are for self-neglect. In some of these situations it is not always possible to intercede because the referent still has a right to self-determination.



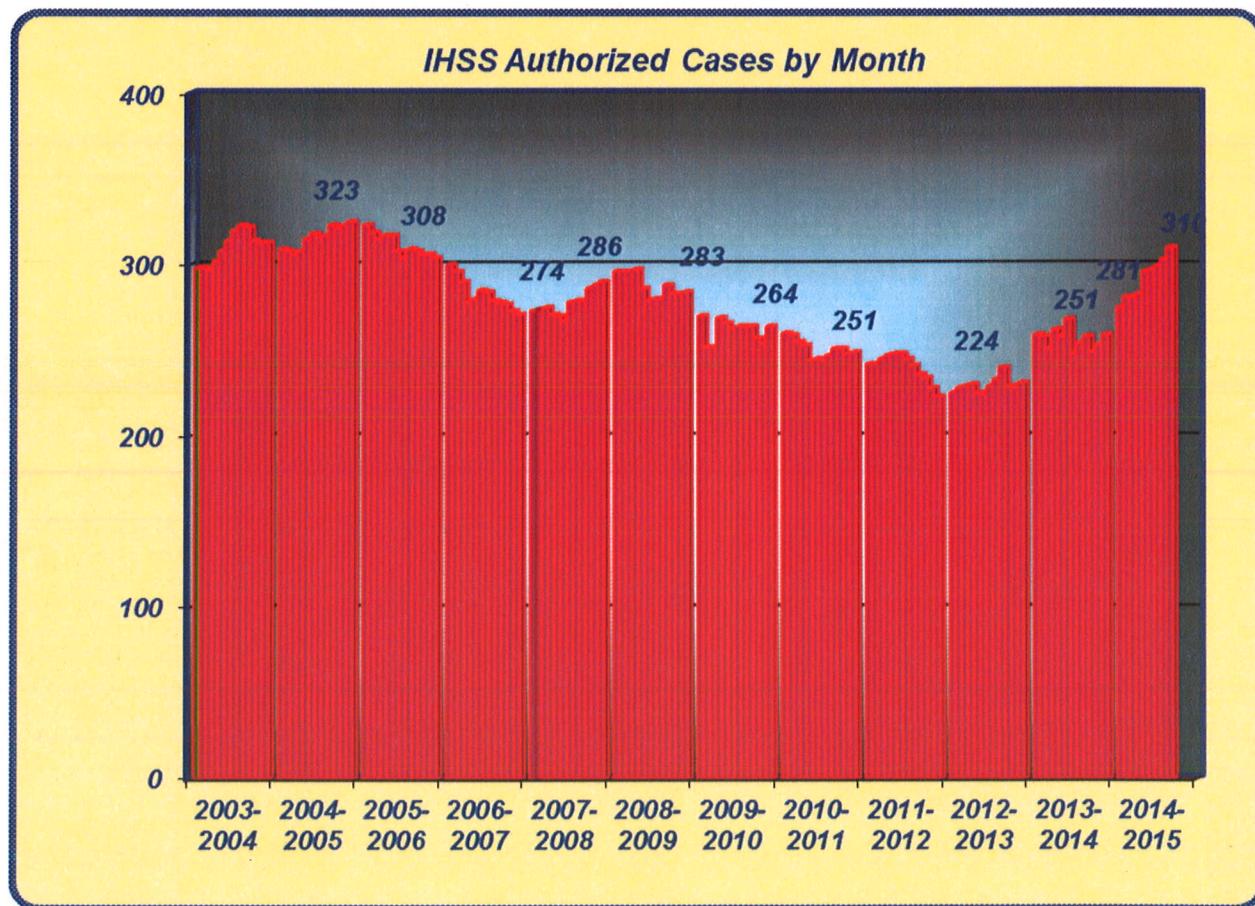
D. In-Home Supportive Services (IHSS)

The IHSS program experienced a fairly steady period of case count decline from around 2009 to mid-2013. Those reductions in case count were linked to several state regulation and legislative changes that both changed eligibility requirements and reduced the number of authorized hours that could be approved under some circumstances.

With the advent of the Affordable Care Act, the Department determined that it would be likely that the case count might grow some due to people becoming eligible for Medi-Cal (federal Medicaid), as IHSS is funded by Medicaid dollars. That has turned out to be a correct prediction. We believe that we will continue to see some growth in this program due to the ACA.

Average Monthly Case Count

2012/2013	229
2013/2014	256
2014/2015	292



III. PUBLIC GUARDIAN

The Public Guardian currently provides guardianship and conservator services to a total of 10 LPS and Probate conservatees. The Public Guardian also serves as representative payee for 7 SSI recipients.

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: gaylatrumbo@countyofplumas.com



4F

Gayla S. Trumbo

Human Resources Director

DATE: **May 4, 2015**

TO: **The Honorable Board of Supervisors**

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

SUBJECT: **AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF MAY 12, 2015.**

- 1. ADOPT RESOLUTION TO ADD THE POSITIONS OF BEHAVIORAL HEALTH DIRECTOR TO THE CLASSIFICATION PLAN AT SALARY RANGE 5265 - 6421.**
- 2. ADOPT RESOLUTION TO AMEND THE 2014-2015 POSITION ALLOCATION FROM MENTAL HEALTH DIRECTOR TO BEHAVIORAL HEALTH DIRECTOR IN THE FOLLOWING MENTAL HEALTH DEPARTMENTS: 70570, 70571, 70573, 70569, 70575, 70577, 70578, AND 70569.**
- 3. DIRECT HUMAN RESOURCES TO BEGIN RECRUITMENT FOR BEHAVIORAL HEALTH DIRECTOR.**

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt Resolution to add the position of Behavioral Health Director to the Classification Plan at Salary Range 5265 - 6421.
2. Adopt Resolution to amend the 2014-2015 Position Allocation from Mental Health Director to Behavioral Health Director in the following Mental Health Departments: 70570, 70571, 70573, 70569, 70575, 70577, 70578, and 70569.
3. Direct Human Resources to begin recruitment for Behavioral Health Director.

BACKGROUND AND DISCUSSIONS:

As the Board may recall, on April 14, 2015, it approved a Contract with Kemper Consulting Group to review the core organizational components of the Plumas County Mental Health Department and the Plumas County Department of Alcohol and Drug Programs and development of a plan for a combined Plumas County Department of Behavioral Health. A key first step in implementing this transition is the recruitment of the Behavioral Health Director position.

The Director of Behavioral Health will administer the County's mental health and substance abuse treatment programs, including case management, outpatient and inpatient treatment, access to care, community education, residential care, crisis services, outreach, prevention, community alcohol and drug programs, perinatal substance abuse and juvenile hall drug and alcohol programs; supervises staff; plans and directs behavioral health programs; provides leadership on mental health issues and perform related work as required. This position has leadership and oversight to the entire spectrum of various services focused on all behavioral health systems of care.

The Director of Behavioral Health will provide key strategic leadership in the development, implementation, and outcomes of various programs and support initiatives. A key focus area is the need to strengthen existing mental health treatment and recovery and substance use services. Under provisions of the Affordable Care Act (ACA), there is also a need to significantly expand access to care for a wider array of patients. This demand will necessitate creative and comprehensive approaches to provide greater opportunities to access and seek services. A key aspect of this effort is evaluation of the various impacts this expanded access will have on the county health and human services system.

The ideal candidate will have a commitment to the mission of community wellness and health protection that incorporates an emphasis on enhanced service delivery, strategic thinking, productivity and efficiency, and an operational style inclusive of effective communication with community partners, cultural competency, professional competency, effective leadership, collaboration and respect. The position requirements are consistent with Title 9 of the California Administrative Code, which identifies the various disciplines eligible for this position. An educational background equivalent to a MA/MS from an accredited college or university with major course work in program administration, clinical psychology, social work, nursing or related discipline is also required.

A copy of the Resolution Amending the 2014-2015 County Personnel Allocation for relevant Mental Health Budget Units is attached for your review.

There is also a Resolution to establish the classification of Behavioral Health Director into the County's Classification Plan. The Classification Plan not only establishes the job description it also establishes the salary classification for the specific position. It has been recommended that the annual salary range be set at \$109,519.00 to \$133,560.00. This is to provide the ability to attract a highly qualified and experience candidate to seek this position and to hopefully remain in this position for years to come. Though I understand this concept and agree with it, I cannot justify this rate.

I reviewed our ten comparable counties which are Del Norte, Lassen, Tehama, Glenn, Colusa, Amador, Calaveras, Tuolumne, San Benito, and Inyo. Only two of these counties, Colusa and San Benito have a Behavioral Health Department structure. The remaining eight counties are under a Health and Human Services structure. The average salary for the two Behavioral Health structures is \$106,357.20 to \$135,787.20. This average salary is fairly close to what has been proposed for our Behavioral Health Director, but is somewhat misleading when it is based only on two counties. Next step is to look at the average for the eight counties under the Health and Human Services structure, this calculates to \$115,459.32 - \$120,762.41. This is also within the proposed salary range. However, again we have somewhat misleading information in that this range is based on someone who has a much broader scope of responsibilities. These responsibilities include not only Mental Health and Alcohol and Drug, they also oversee Public Health and Social Services.

In addition, to this review of comparable counties I also reviewed our current salary structure. This rate is approximately 2.5% higher than our Public Health Director who also has responsibilities of Senior Services and Veterans Services. It is also higher than our Social Service Director by approximately 25% who also has responsibilities of Public Guardian. It is also approximately 1% higher than our Public Works Director who also has other responsibilities.

I understand that we are focusing on the new position of Behavioral Health Director, and are trying to position this salary to be competitive with the market. My recommendation would be to have the starting rate at \$106,000 to \$130,000.

The Resolution for this salary has been prepared with the salary that was providing to me with the resolution. Should the Board wish to adjust this salary at the Board meeting I can make that adjustment and provide the Clerk of the Board with a corrected resolution to match the Boards decision.

Please contact me if you have any questions or need additional information. Thank you.

RESOLUTION NO. _____

**RESOLUTION TO ADOPT THE POSITION CLASSIFICATION AND JOB
DESCRIPTION OF BEHAVIORAL HEALTH DIRECTOR**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, the Board of Supervisors has directed staff to move from a Mental Health Department to a Behavioral Health Department; and

WHEREAS, due to the vacancy of the Mental Health Director it provides the perfect time to make this change; and

WHEREAS, the Human Resources Director and the Interim Mental Health Director Ms. Hall have worked together to complete the classification review; and

WHEREAS, it is necessary that the Board approve by this resolution the job description of the Behavioral Health Director and the salary classification of Behavior Health Director at \$109,519 to \$133,560.

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

The County's classification plan is hereby amended to include the Behavioral Health Director job description for this position at the annual salary range of \$109, 519 to \$133,560.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 12th day of May, 2015 by the following vote:

AYES:	Supervisors
NOES:	Supervisors
ABSENT:	Supervisors

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

	Health & Human Svcs Range	Health & Human Svcs Range	Behavioral Health Range	Behavioral Health Range
AMADOR	10,605.00	10,605.00	10,605.00	
CALAVERAS	12,395.07	12,395.07	12,395.07	
DEL NORTE	6,940.90	6,940.90	6,940.90	
GLENN	10,139.81	10,139.81	10,139.81	
INYO	10,688.00	10,688.00	10,688.00	
LASSEN	7,119.71	7,119.71	8,614.96	
TEHAMA	9,844.00	9,844.00	9,844.00	
TUOLUMNE	9,240.40	9,240.40	11,280.53	
Average HHS Annual	9,621.61	9,621.61	10,063.53	
Average HHS Monthly	115,459.32	115,459.32	120,762.41	
COLUSA	8,335.00	8,335.00	10,640.00	
SAN BENITO	9,391.20	9,391.20	11,991.20	
Average BH Monthly	8,863.10	8,863.10	11,315.60	
Annual Average Annual	106,357.20	106,357.20	135,787.20	
Average of HHS & BH Monthly	9,469.91	9,469.91	10,313.95	
Average of HHS & BH Annual	113,638.90	113,638.90	123,767.36	

BEHAVIORAL HEALTH DIRECTOR

DEFINITION

Under direction of the Board of Supervisors, plan, organize, direct, manage, and supervise County of Plumas Behavioral Health programs; direct and supervise staff providing mental health and drug and alcohol services; represent Department activities, programs and services with community organizations and other government agencies; oversee clinical, financial and administrative aspects of Department operations; oversee the development of evidence based clinical services and quality assurance systems; and, perform special assignments and related work as required.

DISTINGUISHING CHARACTERISTICS

This is an "at will" Department Head position that is appointed by and serves at the pleasure of the Board of Supervisors. The incumbent shall have general responsibility for the administration of mental health and alcohol and drug programs and services under the direction of the Board of Supervisors. In this role, the Behavioral Health Director shall be responsible for the direct delivery or brokerage of behavioral health crisis intervention services, individual or group therapeutic or other treatment services, case management, medication and nursing support services, psychiatric hospitalization and sober living or other residential care services.

REPORTS TO

Board of Supervisors or through a County Administrative Officer, if applicable.

CLASSIFICATIONS DIRECTLY SUPERVISED

Mental Health Program Chief, Mental Health Program Chief – Nursing, Behavioral Health or Mental Health Therapist III, Department Fiscal Officer I or II, and the Quality Assurance Coordinator, and other positions/classifications as needed.

BEHAVIORAL HEALTH DIRECTOR - 2

EXAMPLES OF DUTIES

- Plans, organizes, directs, coordinates, and administers the County's mental health and drug and alcohol programs, activities and services.
- Develops and recommends Department goals, objectives and policies.
- Prepares or participates in the preparation of Department budgets to be approved by the Board of Supervisors, and oversees appropriate administration of the approved budget for Department services and operations.
- Provide organizational supervision and direction to clinical director(s).
- Ensures appropriate training of Department staff in accordance with County Personnel Rules, and in accordance with current standards of behavioral health practice and professional licensure as appropriate.
- Directs and reviews grant and contract preparation, grant and contract management, and compliance with reporting and fiscal management requirements.
- Oversees Department program planning, service design and evaluation.
- Directs the collection of statistical or fiscal information, electronic medical records, and other data as needed to evaluate and monitor performance of Departmental programs and services, and prepares reports.
- Develops and implements new behavioral health programs to meet the needs of Plumas County residents as resources allow, or retools existing programs to meet current needs.
- Represents the Department with community organizations, health providers and other governmental jurisdictions. Participates with other County Department Heads including the Public Health and Social Services Directors to promote the development and coordination of health and human services. Serves as a member of the Community Corrections Partnership if directed by the Board.
- Serves as Mental Health Director and the County Alcohol and Drug Administrator as directed by the Board of Supervisors.
- Appropriately manages the most sensitive public complaints and issues, represents the Department in public settings, and serves as the primary Department spokesperson.
- Selects, assigns, directs and evaluates the performance of subordinate management and supervisory personnel, participates in determining qualifications, skills and training needs for multidisciplinary program staff.
- Oversees the development, negotiation and monitoring of contracted services and resources.
- Serves as the primary liaison of the Behavioral Health Department to the Mental Health Commission, and ensures ongoing support, data and information as requested by the Commission.
- Serves as the primary representative of the Behavioral Health Department with the California Department of Health Care Services, managed care organizations, and other state or federal agencies as needed.

BEHAVIORAL HEALTH DIRECTOR - 3

EXAMPLES OF DUTIES - Continued

- Analyzes new or proposed legislation and directives; interprets and disseminates County, State and federal policy and regulations pertaining to behavioral health services, and monitors implementation and compliance.
- Coordinates and participates in a variety of staff and departmental meetings to ensure quality care and service delivery, including utilization review. Ensures Department compliance with all federal and state requirements for documentation and billing.
- Performs special assignments as directed.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, and copiers.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; continuous contact with staff and the public.

KNOWLEDGE OF

- Behavioral health problems and issues and their relationship to the development and delivery of behavioral health services.
- Methods, principles and practices of developing, implementing, coordinating and administering behavioral health services.
- Principles and practices of evaluation of effective and evidenced-based mental health and alcohol and drug use treatment programs and services.
- Federal, State, and County laws and regulations applicable to mental health and substance use programs, and the relationship of federal and State programs to local government services and programming.
- Principles and practices of fiscal management and budget administration necessary to oversee the development of sound budget requests and establish internal monitoring and control systems.
- Effective personnel management practices including techniques of selecting, supervising, training and evaluating the performance of multidisciplinary clinical, peer and administrative staff in a governmental setting.
- The application and effectiveness of a variety of behavioral health treatment modalities utilized in a comprehensive community-based prevention and treatment system.

BEHAVIORAL HEALTH DIRECTOR - 4

KNOWLEDGE OF - Continued

- Requirements, administrative techniques and record keeping necessary for securing, maintaining and effective oversight of grant or contract funded programs.
- General functions of the Behavioral Health Division of the California Department of Health Care Services.
- Community organization and development.

ABILITY TO

- Plan, organize, supervise and administer the programs and services of the County Behavioral Health Department.
- Establish and maintain collaborative working relationships with community members and organizations, and continually develop the capacity of community based providers to develop and provide behavioral health services.
- Develop, negotiate and monitor contracts.
- Provide vision and direction, training, supervision, and evaluate the performance of multidisciplinary management, supervisory and other appropriate staff and resolve employee problems.
- Ensure appropriate clinical supervision and direction for licensed and/or certified personnel.
- Develop and administer Departmental budgets, control expenditures and actively seek reimbursements and other revenue to support Department services and operations.
- Oversee the development and administration of grant-funded programming when appropriate.
- Determine the need and priority of behavioral health programming, recommend allocation of resources and participate in short and long term budget planning and preparation.
- Establish and maintain cooperative working relationships with State and federal agency representatives, community representatives and staff.
- Develop and maintain systems to compile health data or outcomes, provide statistical analysis, and prepare or direct the preparation of clear and concise reports.
- Interpret complex federal, State and County codes, laws and regulations and implement systems to assure compliance.
- Effectively represent the Behavioral Health Department in contacts with the public, community organizations, and other governmental agencies.
- Establish and maintain cooperative working relationships.
- Speak and write clearly and concisely.

BEHAVIORAL HEALTH DIRECTOR - 5

TRAINING AND EXPERIENCE

Any combination of training and experience that would likely provide the required knowledge and abilities. Some options are:

Option I: A physician and surgeon licensed by the State of California who has three years of graduate training in psychiatry and an additional two years of training or practice in the field of psychiatry, of which one year shall have been in an administrative capacity.

Option II: A psychologist licensed by the State of California who possesses a doctorate degree in Psychology from an institution of higher education and has three years of experience in clinical psychology, of which two years shall have been in an administrative capacity.

OPTION III: A clinical social worker licensed by the State of California who possesses a master's degree in social work and has five years of experience in mental health, of which two years shall have been in an administrative capacity.

OPTION IV: A marriage, family and child counselor who possesses a master's degree in an approved behavior science course of study, and who is a licensed marriage, family and child counselor in the State of California. In addition, the marriage, family and child counselor shall possess five years of mental health experience, two years of which shall have been in an administrative capacity.

OPTION V: A nurse who possesses a Master's degree in psychiatric or public health nursing and is licensed as a registered nurse by the Board of Registered Nursing in the State of California, and has five years of mental health experience, two of which shall have been in an administrative capacity.

Option VI: An administrator who shall have a master's degree in hospital administration, public health administration, or public administration from an accredited college or university or a related field, and who shall have at least three years experience in hospital or health care administration, two of which shall have been in the mental health and substance use field. Additional post-baccalaureate experience in a mental health setting may be substituted on a year-for-year basis.

SPECIAL REQUIREMENTS

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

RESOLUTION NO: _____

APPROVE A RESOLUTION AMENDING THE 2014-2015 COUNTY PERSONNEL ALLOCATION FOR MENTAL HEALTH BUDGET UNITS 70570, 70571, 70573, 70569, 70575, 70577, 70578, and 70579

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

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

WHEREAS, the Board of Supervisors finds it necessary to make a change to the Plumas County Personnel Allocation; and

WHEREAS, the changes are necessary in order to amend the 2014-2015 Position Allocation to include the Behavioral Health Director classification within the various departments.

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

Budget Unit	Position	Current FTE	Proposed FTE	Final FTE
70570	Mental Health Director	0.285	0.0	0.0
	Behavioral Health Director	0.0	0.285	0.285
70571	Mental Health Director	0.39	0.0	0.0
	Behavioral Health Director	0.0	0.39	0.39
70573	Mental Health Director	0.05	0.0	0.0
	Behavioral Health Director	0.0	0.05	0.05
70569	Mental Health Director	0.05	0.0	0.0
	Behavioral Health Director	0.0	0.05	0.05
70575	Mental Health Director	0.05	0.0	0.0
	Behavioral Health Director	0.0	0.05	0.05
70577	Mental Health Director	0.05	0.0	0.0
	Behavioral Health Director	0.0	0.05	0.05
70578	Mental Health Director	0.10	0.0	0.0
	Behavioral Health Director	0.0	0.10	0.10
70579	Mental Health Director	0.025	0.0	0.0
	Behavioral Health Director	0.0	0.025	0.025
Total		1.0	1.0	1.0

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 12th day of May 2015 by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors