

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF JUNE 16, 2015 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

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

### **AGENDA**

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

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

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

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

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



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

## STANDING ORDERS

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

### **ACTION AGENDA**

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

Approve and authorize the Chair to sign letter to the Department of Transportation for encroachment permit (Graeagle Fire Protection District: 4<sup>th</sup> of July Parade to be held Sunday, July 05, 2015)

##### **B) PUBLIC WORKS**

Solid Waste: Adopt **RESOLUTION** in Support of the California Used Oil Collection Program

##### **C) MENTAL HEALTH**

- 1) Approve and authorize the Chair to sign agreements funded by the Plumas County Mental Health Services Act FY 2014-2017 Three-Year Program and Expenditure Plan (MHSA Plan); approved as to form by County Counsel

MHSA1417RHC – Roundhouse Council \$90,000

MHSA1417EPH – Eastern Plumas Healthcare \$75,000

MHSA1417PCCFC – Plumas Children and Families Commission \$286,000

MHSA1417PRSCC – Plumas Rural Services \$91,070

MHSA1417PRSPCIT – Plumas Rural Services \$64,300

MHSA1417PRSYPS – Plumas Rural Services 156,740

MHSA1417PUSD – Plumas Unified School District \$539,000

PCMH-PCCPHA-MHSA-MOU – Plumas County Public Health Agency \$649,180

MHSA1517CalMHSA – California Mental Health Services Authority \$1,060,000

- 2) Approve payment of \$188.73 to Willow Glen Care Center for prior year expenses (70570/528700) for hospital services

- 3) Approve and authorize the Chair to sign FY 2015-2016 contract between County of Plumas and County of El Dorado Health and Human Services for psychiatric hospitalizations and services; approved as to form by County Counsel

**D) PROBATION**

- 1) Approve and authorize the Acting Chief Probation Officer to sign contract between County of Plumas and New Beginnings Educational Programs, Inc. for the facilitation of Domestic Violence Treatment Groups; approved as to form by County Counsel
- 2) Approve and authorize the Acting Chief Probation Officer to sign contract between County of Plumas and New Beginnings Educational Programs, Inc. for the facilitation of Cognitive Behavioral Therapy Groups; approved as to form by County Counsel

**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 Grizzly Ranch Community Services District Governing Board**

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

Approve and authorize the Chair and the District Manager to sign a contract with NCE Engineering and Environmental Services of \$27,378 to assist in management of Grizzly Ranch CSD; approved as to form by County Counsel

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

**3. DEPARTMENTAL MATTERS**

**A) PUBLIC WORKS – Robert Perreault**

- 1) Solid Waste: Report and update on green waste disposal for the Chester area; discussion and possible action
- 2) Authorize the Department of Public Works to recruit and fill vacant 1.0 FTE Maintenance Worker I/II position, Greenville; discussion and possible action

**B) PUBLIC HEALTH AGENCY – Mimi Hall**

Approve budget transfers for Public Health Agency Budget Units: 20830 – Senior Nutrition amount of \$3,010; 20480 - Senior Transportation amount of \$5,550; 20640 - Veterans Services amount of \$2,100; 70561 - CDC Pan Flu amount of \$300, 70566 – Hospital Preparedness amount of \$350; 70559 – Federal Aid Title III amount of \$1,000; and 70560 – Public Health amount of \$5,874; discussion and possible action

**C) SHERIFF – Greg Hagwood**

- 1) Victim Witness: Approve supplemental budget of \$18,208 for receipt of unanticipated revenue from Cal EMA for FY 2014-2015; **four/fifths required roll call vote**
- 2) Approve budget transfer of \$20,700 for 2014 Homeland Security Grant budget from Communication Equipment Maintenance (520912) to Equipment (542600); discussion and possible action

**D) HUMAN RESOURCES – Gayla Trumbo**

- 1) Designate a representative to the interview panel for Chief Probation Officer; discussion and possible action
- 2) Approve and authorize the Chair to sign Contract between County of Plumas and Shaw Valenza to perform legal and investigative services regarding allegations of harassment and discrimination; approved as to form by County Counsel; discussion and possible action

E) **CLERK-RECORDER** – Kathy Williams

Authorize the Clerk-Recorder to recruit and fill 1.0 FTE Deputy Clerk-Recorder I/II position (Elections Division); discussion and possible action

F) **AUDITOR/CONTROLLER** – Roberta Allen

- 1) Approve Addendum to Agreement for Auditing Services by and between the County of Plumas and Smith & Newell CPAs, for the audit of the fiscal audit of the County of Plumas for the fiscal year ended June 30, 2015
- 2) Authorize the Auditor Controller to pay invoices from Burfeind Construction for up to \$200,000 for work performed on the Plumas Rural Services Building; contract administered by PCCDC; discussion and possible action; **four/fifths required roll call vote**

**4. BOARD OF SUPERVISORS**

- A. Approve and authorize the Chair to sign Modification of Agreement between County of Plumas and Northern California EMS, Inc. for FY 2015-2016 EMS Services; approved as to form by County Counsel
- B. Approve and authorize the Chair to sign response to mid-year report from the Plumas County Grand Jury; discussion and possible action
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

**5. BIG FISH CREATIONS** – Michael Clawson

Marketing presentation on ExplorePlumasCounty.com

**6. PLUMAS ARTS** – Roxanne Valladao

- A. Adopt **RESOLUTION** designating Plumas Arts as the Local Cultural Planning Agency for Plumas County and authorizing an application to the California Arts Council State-Local Partnership Program. **Roll call vote**
- B. Presentation of “Plumas Artisan Made” video, an economic development project made possible by the CAC Creative California Communities
- C. Report and update on programming and organizational efforts accompanied by a request for funding of \$10,000 from Plumas County for FY 2015-2016

**NOON RECESS**

**1:00 P.M. AFTERNOON SESSION**

**7. PLANNING** – Randy Wilson

**PUBLIC HEARING:** Consider zone change for Jacob Vickrey; waive first reading of an **ORDINANCE** to add the Farm Animal Combining Zone to Properties in Quincy located at 796 Valley View Drive; 681 Main Street; and 189 Crescent Street (APN's 115-221-002; 115-011-004; and 115-011-039, Jacob Vickrey, applicant and Heirs of Alice Norton, property owners. **Roll call vote**

**8. BOARD OF SUPERVISORS**

- A. Discussion and possible action regarding the position of County Administrative Officer
- B. Report and update by Susan Scarlett, Budget Consultant on the FY 2015-2016 Budget preparation/process; discussion and possible action
- C. Adopt **RESOLUTION** adopting the Recommended Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2015-2016 in Accordance with Government Code §29064. **Roll call vote**

## **9. CLOSED SESSION**

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

- A. Personnel: Public employee appointment or employment – Chief Probation Officer
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - Plumas National Forest Travel Management Plan
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

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

### **ADJOURNMENT**

Adjourn meeting to Tuesday, July 07, 2015, Board of Supervisors Room 308, Courthouse, Quincy, California.

# BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHERRIE THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



June 16, 2015

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request**  
**GRAEAGLE FIRE PROTECTION DISTRICT**  
• Mohawk Valley Independence Day Parade,  
Sunday, July 05, 2015

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

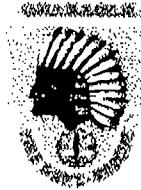
Sincerely,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works

**GRAEAGLE FIRE PROTECTION DISTRICT**

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



June 6, 2015

Plumas County Road Department  
Attn: Mark Crews  
1834 East Main Street  
Quincy, CA, 95971

Dear Mr. Crews,

On behalf of the Eastern Plumas Chamber of Commerce, Mohawk Valley Independence Day Events Committee, enclosed please find the following items in connection with the permit for the Sunday, July 5, 2015 Parade.

1. Standard Encroachment Permit Application
2. Copy of Parade Route and Detour Route Maps

This is the same permit request as the past several years. Again, we would like to request the use of road marking signs; barriers and any other equipment necessary for traffic detouring. In addition, any available volunteers from your department would be greatly appreciated. We hope to have the CHP help handle traffic control and detouring with the assistance of trained volunteers. We understand that we will be reimbursing for traffic control, same as last year.

I would also ask that your office provide us with a letter of support and permission as required by Cal-Trans. Immediately upon receipt of the letters of support and permission from the CHP, Plumas County Sheriff, Plumas County Board of Supervisors, Graeagle Land and Water Company, and the Cal-Trans Permit and Evidence of Insurance, I will forward these documents directly to you.

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

Sincerely,

Dianne Buckhout  
Graeagle Fire Protection District  
MVID Events Committee

Enclosures

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

**CONSENT AGENDA REQUEST**

For the June 16, 2015 meeting of the Plumas County Board of Supervisors

June 4, 2015

To: Honorable Board of Supervisors  
From: Robert Perreault, Director of Public Works  
Subject: Resolution to Support the California Used Oil Collection Program

A handwritten signature of Robert Perreault, Jr., P.E., Director of Public Works, is written over the text above it.

**Background:**

The Department of Public Works, through its Solid Waste Division, has administered the California Used Oil Payment Program for many years. Effective January 1, 2010 the program was conducted by the California Department of Resources, Recycling and Recovery (CalRecycle). The program consists of making payments to qualifying jurisdictions for implementation of the local used oil programs, as required by PRC §48690, et seq.

On June 15, 2010 the Plumas County Board of Supervisors authorized a resolution authorizing the Director of Public Works, or his/her designee, to execute in the name of Plumas County Department of Public Works all documents, including, but not limited to, applications, agreements, annual reports, and amendments necessary to secure said payments to support the Used Oil Collection Program. This authorization was effective for five years from the date of adoption and expires on June 15, 2015.

The attached, draft Resolution sets forth the Plumas County support for the California Used Oil Payment Program and authorizes the Director of Public Works to execute any program-related documents for an additional 5 years from the date of adoption.

The attached resolution has been approved as to form by County Counsel

**Recommendation:**

The Public Works Department respectfully recommends that the Board of Supervisors approve the attached, draft Resolution.

Plumas County, California  
RESOLUTION NO. 15 – \_\_\_\_\_

**PARTICIPATION IN THE CAL RECYCLE  
USED OIL PAYMENT PROGRAM FOR 5 YEARS**

**WHEREAS**, Public Resources Code sections 48690 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, to make payments to qualifying jurisdictions for implementation of their used oil programs as required by PRC § 48690 et seq.; and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the Used Oil Payment Program; and

**WHEREAS**, CalRecycle's procedures for administering the Used Oil Payment Program require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the Used Oil Payment Program.

**NOW, THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors authorizes the submittal of a Used Oil Payment Program application to CalRecycle; and

**BE IT FURTHER RESOLVED** that the Director of Public Works, or his/her designee, is hereby authorized and empowered to execute in the name of the Plumas County Department of Public Works all documents, including but not limited to, applications, agreements, annual reports including expenditure reports and amendments necessary to secure said payments to support our Used Oil Payment Program provided, however, that any such documents shall be subject to approval by County Counsel, the Auditor, or other County officials if required by County policy, and

**BE IT FURTHER RESOLVED** that this authorization is effective for five (5) years from the date of adoption of this resolution June 16, 2015 thru June 16, 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 16<sup>th</sup> day of June 2015, by the following vote:

**AYES:**                    **SUPERVISORS:**

**NOES:**                    **SUPERVISORS:**

**ABSTAIN/ABSENT:**                    **SUPERVISORS:**

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Chair of the Board of Supervisors

**ATTEST:**

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Clerk of the Board of Supervisors



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# Plumas County Mental Health Services

270 County Hospital Road, Suite 109, Quincy, California 95971

**Mimi Khin Hall, MPH, CHES, Interim Director**

**Date:** June 9, 2015

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Item for June 16, 2015

**Recommendation:** Approve the following agreements funded by the Plumas County Mental Health Services Act FY 2014-2017 Three-Year Program and Expenditure Plan (MHSA Plan), and Authorize the Chair to sign:

- a. MHSA1417RHC – Roundhouse Council \$90,000;
- b. MHSA1417EPH – Eastern Plumas Healthcare \$75,000;
- c. MHSA1417PCCFC – Plumas Children and Families Commission \$286,000;
- d. MHSA1417PRSCC – Plumas Rural Services \$91,070;
- e. MHSA1417PRSPCIT – Plumas Rural Services \$64,300;
- f. MHSA1417PRSYPS – Plumas Rural Services 156,740;
- g. MHSA1417PUSD – Plumas Unified School District \$539,000;
- h. PCMH-PCPHA-MHSA-MOU – Plumas County Public Health Agency \$649,180
- i. MHSA1517CalMHSA – California Mental Health Services Authority \$1,060,000

## **Background Information:**

As the Board is aware, it approved Mental Health Services Act Fiscal Year 2014-2017 Three-Year Program and Expenditure Plan (MHSA Plan) in December 2014. The Mental Health Services Act (MHSA) imposes a 1% income tax on personal income in excess of \$1 million. Much of the funding is distributed to county mental health programs to plan and implement plans for each component of the MHSA. The MHSA provides funding to expand community mental health services in six different components:

- Community Services & Supports funds to provide integrated mental health and other support services to those whose needs are not currently met through other funding sources;
- Prevention & Early Intervention funds to reduce the stigma and discrimination associated with mental illness and provide preventative services to avert mental health crises;
- Innovative Programs funds to improve access to mental healthcare;

- Capital Facilities and Technology funds to improve the infrastructure of California's mental health system; and
- Workforce Education & Training funds to develop and grow the mental healthcare workforce.

The Agreements before the Board assist the County in implementing the intent MHSA Plan in a manner that builds the capacity and future sustainability of local health and human services partner organizations that carry out much of the support and service work imperative in fully achieving positive outcomes for the clients and community members we serve together.

By carrying out the MHSA plan in this manner, the county will have saved approximately \$2 Million that would otherwise have been reverted to the State of California and redistributed to other counties if not expended by June 30, 2015. More importantly, it is a down payment on the sustained future health and wellness of all of our communities in a way that invests in local partnerships.

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

**RESOLUTION NO. 15-**

**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 12<sup>th</sup> day of May 2015, by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

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Chair, Plumas County Board of Supervisors

Attest:

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Clerk, Plumas County Board of Supervisors

# PLUMAS COUNTY MENTAL HEALTH

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



lc2

## MEMO

DATE: JUNE 8, 2015  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: MIMI KHIN HALL, INTERIM DIRECTOR *(Signature)*  
SUBJECT: CONSENT AGENDA ITEM FOR JUNE 16, 2015

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:** Approve payment in the amount of \$ 188.73 to Willow Glen Care Center for a prior year expense from Budget Unit 70570, Line Item 528700 for Hospital Services..

**BACKGROUND AND DISCUSSION:** Willow Glen Care Center contacted Plumas County Mental Health regarding an additional invoice outstanding for FY 13/14. Mental Health did not receive this invoice during the fiscal year in which services were rendered.

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

# PLUMAS COUNTY MENTAL HEALTH

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



## MEMO

DATE: June 8, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: MIMI HALL, INTERIM DIRECTOR

SUBJECT: CONSENT AGENDA ITEM FOR JUNE 16, 2015

RE: APPROVE AND AUTHORIZE NEW CONTRACT BETWEEN MENTAL HEALTH AND COUNTY OF EL DORADO, HEALTH AND HUMAN SERVICES.

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve and execute the FY2015-2016 contract for County of El Dorado Health and Human Services, which has been approved as to form by County Counsel.

**BACKGROUND AND DISCUSSION:** El Dorado County Health and Human Services has had a long-standing association with Plumas County Mental Health. El Dorado County Health and Human Services provides psychiatric hospitalizations and services for Mental Health on an "as needed" basis.

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



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

**DATE:** June 8, 2015

**TO:** Honorable Board of Supervisors

**FROM:** Clint Armitage, Interim Chief Probation Officer *(CA)*

**SUBJECT:** Contract between Plumas County Probation and New Beginnings Educational Programs Inc.

**Recommendation:**

Authorize the Interim Chief Probation Officer to sign contract for up to \$15,000 per annum with New Beginning Educational Programs Inc. for the facilitation of Domestic Violence Treatment Groups.

**Background:**

Section 1203.097 (5) of the Penal Code requires that individuals sentenced on domestic violence charges attend a one year Batterer's Program. Currently, New Beginnings is the only provider to meet the minimum qualifications to offer such a program in Plumas County. Certain Defendants may not have the financial means necessary to pay the costs of attending the groups; this contact would provide additional financial support to New Beginnings for the costs tract associated with facilitating Batterer's Groups in Plumas County. New Beginnings is the only entity that has applied for and met Batterer's Program certification for groups in Plumas County, pursuant to 1203.097 of the Penal Code.



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

**DATE:** June 8, 2015

**TO:** Honorable Board of Supervisors

**FROM:** Clint Armitage, Interim Chief Probation Officer 

**SUBJECT:** Contract between Plumas County Probation and New Beginnings Educational Programs Inc.

**Recommendation:**

Authorize the Interim Chief Probation Officer to sign contract for up to \$27,000 per annum with New Beginning Educational Programs Inc. for the facilitation of Cognitive Behavior Therapy Classes.

**Background:**

On January 28, 2015, the Probation Department advertised a Public Notice regarding a Request for Qualifications (RFQ). The RFQ was advertised to seek qualified individuals or agencies to provide one or more of the following services for offenders involved in the criminal justice system:

- Cognitive Behavioral Therapy (CBT)
- Sex Offender Specific Therapy
- Psychological Evaluations
- Parenting Classes
- Anger Management Classes

New Beginnings was the only provider to submit and qualify to conduct Cognitive Behavioral Therapy classes for adult offenders in Plumas County. Cognitive Behavioral Therapy is mental health counseling (psychotherapy) that assists offenders in restructuring negative or inaccurate thinking processes and to help them deal with challenging life situations in order to respond in more effective ways. Monies from SB678 (Dept. 20409) will be utilized to pay New Beginnings for the CBT sessions. The classes will be held on a weekly basis beginning in July 2015 through June 2016.

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

2

**AGENDA REQUEST**

for the June 16, 2015 Meeting of the GRCSD Governing Board

June 8, 2015

To: Honorable Governing Board, GRCSD

From: Robert Perreault, Manager, GRCSD

Subject: Authorize the Chair and the GRCSD Manager to Execute a Contract with NCE for a Professional Services Contract in the Amount of \$27,377.50; discussion and possible action.

*Robert A. Perreault*

**BACKGROUND:**

The GRCSD staff had previously issued a Request for Qualifications in order to provide professional civil engineering support services to assist GRCSD staff in its management of the GRCSD.

There were eight (8) proposals submitted in response to the RFQ, subject to a consultant selection committee process. At the conclusion of the ranking process, the firm of NCE, a consulting engineering, planning and environmental firm was deemed to be most qualified to provide the services described in the RFQ.

Negotiations of the contract scope of work and the contract amounts have been in progress. The resulting contract is a multi-part contract that affords comprehensive supports services, most of which are on an “on-call” basis in the future.

- PART 1. ON-CALL PROFESSIONAL SERVICES FOR REVIEW AND COMMENT ON PROPOSED DEVELOPMENT-RELATED REVISIONS TO THE WASTEWATER SYSTEM**
- PART 2. ON-CALL PROFESSIONAL SERVICES FOR REVIEW AND COMMENT ON PROPOSED DEVELOPMENT-RELATED REVISIONS TO THE WATER SYSTEM**
- PART 3. PREPARATION OF AN “ENGINEER’S REPORT”**
- PART 4. WASTEWATER TREATMENT PLANT STUDY OF ALTERNATE DISPOSAL OPTIONS TO THE EXISTING OPERATION OF COLLECTION AND OFF-SITE TRANSPORT OF SEPTAGE FLOWS**
- PART 5. ON-CALL PROFESSIONAL SERVICES FOR SPECIAL PROJECTS AND TASKS, AS REQUESTED BY THE MANAGER, GRCSD**

A copy of the draft Contract is attached.

Deputy County Counsel has approved the contract as to form.

At this time, only services as described within Part 4, "Wastewater Treatment Plant Study of Alternate Disposal Options to the Existing Operation Of Collection and Off-Site Transport of Septage Flows," are ready for consideration.

Services as described within Part 3, "Preparation of an 'Engineer's Report,'" are expected to be ready for consideration by the Governing Board sometime in July, 2015.

The other Parts (1, 2 and 5) will be submitted to the Governing Board for consideration as future needs dictate.

**RECOMMENDATION:**

The GRCSD Manager respectfully recommends that the GRCSD Governing Board:

1. Authorize the Chair and the GRCSD Manager to execute the attached draft Contract with NCE, and
2. It is further recommended that only Part 4 of the contract is authorized for funding at this time in the amount of \$27,377.50.

**PROFESSIONAL SERVICES AGREEMENT FOR PROVIDING ASSISTANCE  
AND SUPPORT TO GRCSD STAFF IN THE FOLLOWING MATTERS:**

**PART 1. ON-CALL PROFESSIONAL SERVICES FOR REVIEW AND COMMENT  
ON PROPOSED DEVELOPMENT-RELATED REVISIONS TO THE  
WASTEWATER SYSTEM**

**PART 2. ON-CALL PROFESSIONAL SERVICES FOR REVIEW AND COMMENT  
ON PROPOSED DEVELOPMENT-RELATED REVISIONS TO THE  
WATER SYSTEM**

**PART 3. PREPARATION OF AN “ENGINEER’S REPORT”**

**PART 4. WASTEWATER TREATMENT PLANT STUDY OF ALTERNATE DISPOSAL  
OPTIONS TO THE EXISTING OPERATION OF COLLECTION AND OFF-  
SITE TRANSPORT OF SEPTAGE FLOWS**

**PART 5. ON-CALL PROFESSIONAL SERVICES FOR SPECIAL PROJECTS AND  
TASKS, AS REQUESTED BY THE MANAGER, GRCSD**

**FOR THE GRIZZLY RANCH COMMUNITY SERVICES DISTRICT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of June 2015 (“Effective Date”), by and between GRIZZLY RANCH COMMUNITY SERVICES DISTRICT (“GRCSD”), a political subdivision of the State of California, and NCE Engineering and Environmental Services, a California corporation (“CONSULTANT”).

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

A. **WHEREAS**, GRCSD proposes to have CONSULTANT provide professional civil engineering support services and financial support services for GRCSD’s staff review and approval activities pertaining to the 5 matters listed above; and

B. **WHEREAS**, CONSULTANT represents that it has that degree of specialized expertise contemplated within California Government Code, Section 31000, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. **WHEREAS**, GRCSD and CONSULTANT desire to contract for specific services in connection with the projects, i.e., each Part, or Task identified under each Part, and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

\_\_\_\_\_**County Initials** \_\_\_\_\_ **Consultant Initials** \_\_\_\_\_

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

## **1.0. SERVICES PROVIDED BY CONSULTANT**

**1.1. Scope of Services.** CONSULTANT shall provide the professional support services described in the Scope of Work, attached hereto as five (5) separate Exhibits, Parts 1 through 5, inclusive and incorporated herein by reference.

**1.2. Professional Practices.** All professional services to be provided by CONSULTANT pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

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

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

**1.5. Non-Exclusive Agreement.** CONSULTANT acknowledges that GRCSD may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

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

## **2.0. COMPENSATION AND BILLING**

**2.1. Compensation.** CONSULTANT shall be paid in accordance with the cost estimate set forth in the Cost Exhibits, as set forth herein, and made a part of this Agreement (the "Fee Schedule"). CONSULTANT'S total compensation shall in no case exceed Twenty Seven Thousand, Three Hundred, Seventy Seven Dollars and Fifty Cents (\$ 27,377.50.00). Each Part, or Task, is subject to its separate not-to-exceed amount, as specified in Exhibit C for each Part, as set forth herein. The rate of the various CONSULTANT employees is listed on the current Rate Sheet of the CONSULTANT that is attached to this Contract. The GRCSD Manager is authorized to accept, on an annual basis, a revised Rate Sheet that reflects a reasonable increase or decrease in cost, based on an established price index.

**2.2 Contingency of Funding.** CONSULTANT acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds from the GRCSD annual budget. If such funding and/or appropriations are not forthcoming or otherwise limited, GRCSD may immediately terminate or modify this Agreement without penalty. CONSULTANT will be compensated for work performed prior to date of termination.

**2.3. Additional Services.** CONSULTANT shall not receive compensation for any services provided outside the scope of services as specified in Exhibit A for each Part, as set forth herein, unless the GRCSD Manager, prior to CONSULTANT performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

**2.4. Method of Billing.** Consultant may submit invoices to GRCSD's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all CONSULTANT'S services which have been completed to GRCSD's sole satisfaction. County shall pay CONSULTANT'S invoice within forty-five (45) days from the date GRCSD receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

**2.5. Records and Audits.** Records of CONSULTANT'S services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to GRCSD Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of the completion of the work that is the subject of the records of the CONSULTANT'S services.

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

**3.1. Commencement and Completion of Work.** The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement, or the issuance of a new task, whichever is applicable.

Said services shall be performed in strict compliance with the Project Schedule approved by GRCSD Manager, as set forth in Exhibit "C" for each Part, as set forth herein. The Project Schedules may be amended in writing by mutual agreement of the parties.

Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

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

**4.1. Term.** This Agreement shall commence immediately upon full execution of this contract and continue for a period of time, ending on December 31, 2019, unless previously terminated as provided herein or, as otherwise extended in writing by mutual agreement of both parties.

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

CONSULTANT may terminate this Agreement by giving 30 days written notice to the other party. In the event of such termination, CONSULTANT shall be entitled to compensation for services rendered and direct non-salary expenses incurred to the date of termination at the rate set forth herein, with or without cause. Unless CONSULTANT is responsible for early termination, GRCSD agrees to release CONSULTANT from all liability for services performed.

**4.3. Compensation.** In the event of termination, GRCSD shall pay CONSULTANT for reasonable costs incurred and professional services satisfactorily performed up to and including the date of GRCSD's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the GRCSD or in the possession of the CONSULTANT.

**4.4 Documents.** In the event of termination of this Agreement, all documents prepared by CONSULTANT in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the GRCSD within ten (10) days of delivery of termination notice to CONSULTANT, at no cost to GRCSD. Any use of uncompleted documents without specific written authorization from CONSULTANT shall be at GRCSD's sole risk and without liability or legal expense to CONSULTANT.

#### **5.0. INSURANCE**

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

- (a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

\_\_\_\_\_County Initials

Consultant Initials\_\_\_\_\_

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with minimum policy limits of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

**5.2. Additional Requirements.** Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) 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.
- (f) 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..

- (g) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (h) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.
- (j) Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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

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

## 6.0. GENERAL PROVISIONS

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

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

CONSULTANT shall designate a representative for purposes of this Agreement who shall be

\_\_\_\_\_**County Initials**

\_\_\_\_\_**Consultant Initials**\_\_\_\_\_

authorized to issue all consents, approvals, directives and agreements on behalf of CONSULTANT called for by this Agreement, except as otherwise expressly provided in this Agreement.

**6.3. Project Managers.** GRCSD hereby designates the GRCSD Manager, or his designee, to work directly with CONSULTANT in the performance of this Agreement.

CONSULTANT shall designate a Project Manager who shall represent it and be its agent in all consultations with GRCSD during the term of this Agreement. CONSULTANT may, at its option, appoint a different Project Manager for each of the different Parts of this contract. CONSULTANT or its Project Manager shall attend and assist in all coordination meetings called by GRCSD.

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

**IF TO CONSULTANT:**

\_\_\_\_\_,  
NCE Engineering and  
Environmental Services  
8795 Folsom Blvd., Suite 250  
Sacramento, CA 95826

Tel: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_-\_\_\_\_

**IF TO GRCSD:**

Robert A. Perreault, Jr., P.E., Manager  
Grizzly Ranch CSD  
c/o Plumas County Engineering Department  
555 West Main Street  
Quincy, CA 95971

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

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

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

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

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

\_\_\_\_\_**County Initials**

**Consultant Initials**\_\_\_\_\_

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

**6.9. Indemnification and Hold Harmless.** To the furthest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8, if applicable), GRCSD shall not be liable for, and Consultant shall defend and indemnify GRCSD and its officers, agents, employees and volunteers (collectively 'GRCSD Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as 'Claims'), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from error, omission or negligent act of Consultant or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of GRCSD Parties. However, Consultant shall have no obligation to defend or indemnify GRCSD Parties against claims caused by the active negligence, sole negligence or willful misconduct of GRCSD Parties.

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

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

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

**6.13. Public Records Act Disclosure.** CONSULTANT has been advised and is aware that all

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

**6.14. Responsibility for Errors.** CONSULTANT shall be responsible for its work and results under this Agreement. CONSULTANT, when requested, shall furnish clarification and/or explanation as may be required by the Manager of the GRCSD, regarding any services rendered under this Agreement at no additional cost to GRCSD. In the event that an error or omission attributable to CONSULTANT occurs, then CONSULTANT shall, at no cost to GRCSD, provide all necessary design drawings, estimates and other CONSULTANT professional services necessary to rectify and correct the matter to the sole satisfaction of GRCSD and to participate in any meeting required with regard to the correction.

**6.15. Prohibited Employment.** CONSULTANT will not employ any regular employee of GRCSD or Plumas County while this Agreement is in effect.

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

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

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

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

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

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

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

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

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

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

**6.26. Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Amendment, insufficient funds are appropriated to make the payments called for by this Amendment and/or the original Agreement, the Agreement shall be of no further force or effect. GRCSD shall notify CONSULTANT within 10 days of the GRCSD's determination/decision of reduced appropriation or non-appropriation of funds for this project. In this event, the GRCSD shall have no liability to pay any further funds whatsoever to CONSULTANT or furnish any other consideration under the Agreement and Consultant shall not be obligated to perform any further services under the Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the GRCSD shall have the option to either cancel the Agreement with no further liability incurring to the GRCSD, or offer an amendment to CONSULTANT 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. Consultant acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute. CONSULTANT will be compensated for work performed prior to the date of termination.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

\_\_\_\_\_**County Initials**

Page 10

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

**FOR NCE ENGINEERING AND ENVIRONMENTAL SERVICES**

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

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

Taxpayer ID Number: \_\_\_\_ - \_\_\_\_\_

**FOR GRIZZLY RANCH COMMUNITY SERVICES DISTRICT**

**APPROVED AS TO SCOPE OF WORK:**

\_\_\_\_\_  
Robert A. Perreault, Jr., P.E.  
Manager, GRCSD

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steve Mansell  
Deputy County Counsel

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

**CONCURRENCE:**

\_\_\_\_\_  
Chair, GRCSD Governing Board, acting as  
Purchasing Agent, as authorized by the  
GRCSD Governing Board

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

Attachment: NCE Schedule of Charges, 2015.

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**SCHEDULE OF CHARGES 2015****PROFESSIONAL SERVICES**

Principal.....	\$225/hour
Project Manager.....	\$180/hour
Associate .....	\$180/hour
Senior .....	\$150/hour
Project.....	\$125/hour
Staff.....	\$115/hour

**TECHNICAL SERVICES**

Senior Construction Manager* .....	\$120/hour
Senior Designer .....	\$125/hour
Senior Technician/Construction Inspector* .....	\$115/hour
CAD Technician.....	\$95/hour
Senior Field Scientist .....	\$105/hour
Field Scientist .....	\$85/hour
Project Administrator.....	\$90/hour
Field/Engineering Technician.....	\$85/hour
Technical Word Processing .....	\$70/hour
Clerical .....	\$70/hour

**CONTRACT LABOR**

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

**LITIGATION SUPPORT**

Expert testimony in depositions, hearings, mediations, and trials will be charged at 300% of the above rates.

**EQUIPMENT**

Plotter Usage .....	(separate fee schedule)
Truck.....	\$95/day
Automobile.....	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing .....	\$3,500/Day
Coring .....	\$4,500/Day
Environmental Equipment .....	(separate fee schedule)

**OUTSIDE SERVICES**

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. ....cost+10%

**COMMUNICATION/  
REPRODUCTION**

In-house costs for long-distance telephone, faxing, postage, printing and copying..... project labor charges x 5%

**TERMS**

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

\* Rate will be adjusted for prevailing wages required on Public Works projects in the State of California.

## **PART 1 EXHIBITS**

### **ON-CALL PROFESSIONAL SERVICES FOR REVIEW AND COMMENT ON PROPOSED DEVELOPMENT-RELATED REVISIONS TO THE WASTEWATER SYSTEM**

#### **BACKGROUND**

The full buildout of the Grizzly ranch Subdivision has yet to be realized.

There is an additional phase, or phases, that are anticipated to be submitted for review and approval by the County. There may also be instances when a developer, not the GRCSD, proposes to revise existing permits, such as the WDRs, etc.

The purpose of this Part 1 is to create a mechanism wherein the County Engineer, at his option, may seek to have CONSULTANT assistance in the review and comment of any proposed additions or revisions to the existing waste water system.

The County Engineer, at his option, may also seek to have CONSULTANT assistance in the construction phase inspection of any proposed additions or revisions to the existing waste water system.

An addendum setting forth the scope of work, estimated cost, and project schedule will be executed by the parties prior to commencement of work under this Part 1.

#### **PART 1, EXHIBIT “A” - SCOPE OF WORK**

The scope of work will be determined in the future, upon receipt of a development proposal.

#### **PART 1, EXHIBIT “B” - ESTIMATED COST**

The estimated cost of services will be determined in the future, upon receipt of a development proposal.

Consistent with the Plumas County Master Fee Schedule, the cost of services incurred by the GRCSD will be offset by development-related fees imposed upon the development applicant.

#### **PART 1, EXHIBIT “C” - SCHEDULE**

The schedule of work will be determined in the future, upon receipt of a development proposal.

## **PART 2 EXHIBITS**

### **ON-CALL PROFESSIONAL SERVICES FOR REVIEW AND COMMENT ON PROPOSED DEVELOPMENT-RELATED REVISIONS TO THE WATER SYSTEM**

#### **BACKGROUND**

The full buildout of the Grizzly ranch Subdivision has yet to be realized.

There is an additional phase, or phases, that are anticipated to be submitted for review and approval by the County. There may also be instances when a developer, not the GRCSD, proposes to revise existing permits, such as the Water Permit, etc.

The purpose of this Part 1 is to create a mechanism wherein the County Engineer, at his option, may seek to have CONSULTANT assistance in the review and comment of any proposed additions or revisions to the existing water system.

The County Engineer, at his option, may also seek to have CONSULTANT assistance in the construction phase inspection of any proposed additions or revisions to the existing water system.

An addendum setting forth the scope of work, estimated cost, and project schedule will be executed by the parties prior to commencement of work under this Part 2.

#### **PART 2, EXHIBIT “A” - SCOPE OF WORK**

The scope of work will be determined in the future, upon receipt of a development proposal.

#### **PART 2, EXHIBIT “B” - ESTIMATED COST**

The estimated cost of services will be determined in the future, upon receipt of a development proposal.

Consistent with the Plumas County Master Fee Schedule, the cost of services incurred by the GRCSD will be offset by development-related fees imposed upon the development applicant.

#### **PART 2, EXHIBIT “C” - SCHEDULE**

The schedule of work will be determined in the future, upon receipt of a development proposal.

## **PART 3 EXHIBITS**

### **PREPARATION OF AN “ENGINEER’S REPORT”**

#### **BACKGROUND**

The GRCSD intends to contract with the CONSULTANT for the preparation of an “Engineers Report,” pursuant to California Law, Government Code, Section 54984 – 54984.9. In addition to the Government Code provisions, the final Engineer’s Report is intended to be used by the GRCSD Governing Board and its staff for the following additional purposes, as set forth in Part 3, Exhibit A, Scope of Work.

An addendum setting forth the scope of work, estimated cost, and project schedule will be executed by the parties prior to commencement of work under this Part 5.

#### **PART 3, EXHIBIT “A” - SCOPE OF WORK**

1. Preparation of a master plan (guidance) document for the GRCSD's water system infrastructure.
2. Preparation of a master plan (guidance) document for the GRCSD's sewer system infrastructure.
3. Preparation of a Report that identifies non-pipeline/non-treatment infrastructure needs of the GRCSD, e.g., storage buildings, etc.
4. The final Engineer’s Report is to also contain compiled financial information that serves as the basis for the on-going assessment of annual water system fees and annual sewer system fees.
5. The final Engineer’s Report is to also contain financial documentation that serves as the basis for the consideration of the creation of sewer system standby fees and water system standby fees.

The scope of work will be determined in the future, upon request of the GRCSD Manager.

#### **PART 3, EXHIBIT “B” - ESTIMATED COST**

The estimated cost of services will be determined in the future, upon request of the GRCSD Manager.

#### **PART 3, EXHIBIT “C” - SCHEDULE**

The schedule of work will be determined in the future, upon request of the GRCSD Manager.

\_\_\_\_\_County Initials

\_\_\_\_\_Consultant Initials\_\_\_\_\_

## **PART 4 EXHIBITS**

### **WASTEWATER TREATMENT PLANT STUDY OF ALTERNATE DISPOSAL OPTIONS TO THE EXISTING OPERATION OF COLLECTION AND OFF-SITE TRANSPORT OF SEPTAGE FLOWS**

#### **BACKGROUND**

During development of the early construction phases of the Grizzly Ranch Subdivision, the wastewater treatment plant, proposed as part of the subdivision improvement plans, was previously constructed in anticipation of continuing buildout of the subdivision parcels. However, the rate of new construction during past years, diminished (due, it is generally assumed, to the failing economy), thus resulting in a failure to attain adequate minimum sewer flows necessary to accommodate operation of the wastewater treatment plant. In order to accommodate the subdivision developments to date, the sewer flows from such parcels are directed to the wastewater plant's holding tank, where the collected septage is periodically (approximately weekly on an averaged basis) pumped and disposed off-site by a private hauling company. The GRCSD is contracting with the CONSULTANT for the preparation of an engineering feasibility report pertaining to the identification of reasonably available alternate wastewater treatment option, if any, as set forth in Part 4, Exhibit A, Scope of Work.

#### **PART 4, EXHIBIT "A" – SCOPE OF WORK**

1. CONSULTANT will review existing information provided by GRCSD including historic sewer flow and pummage data, Waste Discharge Permit requirements, existing wastewater facility reports and plans, historic operation and maintenance costs, and other available information for use in evaluation of alternatives. This task will also include identification of possible alternatives for consideration. This task will also include one meeting with GRCSD staff and other interested landowners at the GRCSD site.
2. CONSULTANT will have preliminary discussions with potential permitting agencies to assess their requirements for the possible alternatives identified in Item 1 and the regulatory requirements that may be imposed on the discharge of any treated water from alternative systems.
3. CONSULTANT will meet with the GRCSD after completing Items 1 and 2. The purpose of the meeting is to discuss the possible list of alternatives identified in Item 1 and findings from the regulatory inquiries. The outcome from this meeting is the selection of the two alternatives to be evaluated in detail in Item 4.
4. CONSULTANT will identify and evaluate in detail the two potentially feasible alternatives for on-site treatment for the low flow conditions and will prepare cost estimates for the two alternatives including construction and O&M costs.
5. CONSULTANT will prepare an engineering feasibility report summarizing methods and procedures used in the feasibility evaluation as well as findings for comparison of the two alternatives to the existing operation. The findings will include estimates of construction and O&M costs; ability to obtain permits; risks associated with alternatives compared to existing operations; and other factors that may be identified.

## **Deliverables**

All deliverables for will be transmitted via e-mail in .pdf format. Deliverables for the Part 4 scope of work are the Draft and Final Engineering Feasibility Report. The Final Report will include one printed hard copy wet stamped by the California PE preparing the report as well as an electronic copy in .pdf format.

## **PART 4, EXHIBIT “B” – ESTIMATED COST**

The estimated cost of services for preparation of an “Engineering Feasibility Report” is provided in the table below. Actual payment amounts will be based on actual time and manhours, as set forth in the attached rate sheet.

<b>Part 4, Table 1 COST ESTIMATE</b>		
<b>Task</b>	<b>Description</b>	<b>Estimated Cost</b>
1	Review Existing Information	\$5,535.00
2	Preliminary Discussions with Permitting Agencies	\$2,472.50
3	Meet with GRCSD to Select Final Alternatives	\$2,420.00
4	Evaluate Alternatives and Prepare Cost Estimates	\$8,785.00
5	Prepare Engineering Feasibility Report	\$8,165.00
<b>Total Estimated Cost</b>		<b>\$27,377.50</b>

## **PART 4, EXHIBIT “C” – SCHEDULE**

Following is the schedule for the completion of the “Engineering Feasibility Report.” Estimated completion dates are based on an assumed start date of July 6, 2015.

<b>Part 4, Table 2 SCHEDULE</b>		
<b>Chapter</b>	<b>Description</b>	<b>Estimated Date Of Completion</b>
1	Review Evaluate Existing Information	July 17, 2015
2	Preliminary Discussions with Permitting Agencies	July 31, 2015
3	Meet with GRCSD to Select Final Alternatives	August 7, 2015
4	Evaluate Alternatives and Prepare Cost Estimates	September 4, 2015
5a	Prepare Draft Engineering Feasibility Report	September 18, 2015
5b	Prepare Final Engineering Feasibility Report	October 2, 2015
<b>Final Document</b>		<b>October 5, 2015</b>

## **PART 5 EXHIBITS**

### **ON-CALL PROFESSIONAL SERVICES FOR SPECIAL PROJECTS AND TASKS, AS REQUESTED BY THE MANAGER, GRCSD**

#### **BACKGROUND**

The purpose of this Part 5 is to create a mechanism wherein the GRCSD Manager, at his option, may decide to have CONSULTANT assistance in a future special project or task.

An addendum setting forth the scope of work, estimated cost, and project schedule will be executed by the parties prior to commencement of work under this Part 5.

#### **PART 5, EXHIBIT "A" - SCOPE OF WORK**

The scope of work will be determined in the future, upon request of the GRCSD Manager.

#### **PART 5, EXHIBIT "B" - ESTIMATED COST**

The estimated cost of services will be determined in the future, upon request of the GRCSD Manager.

#### **PART 5, EXHIBIT "C" - SCHEDULE**

The schedule of work will be determined in the future, upon request of the GRCSD Manager.

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

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

## AGENDA REQUEST

for the June 16, 2015 meeting of the Board of Supervisors

June 8, 2015

To: Honorable Board of Supervisors  
From: Robert Perreault, Director of Public Works   
Subject: Plumas County Solid Waste Program: Discussion of Green Waste Disposal for the Chester Area, including presentation of Reports from Public Works staff; discussion and possible action.

## **BACKGROUND**

On May 19, 2015, the Board of Supervisors rejected all bids that were submitted in response to a Request for Bids in regard to disposal of the green waste pile in Chester that had been collected during the effective dates of Emergency Resolution No. 15-8032. Public Works staff is presently preparing recommendations for discussion and consideration by the Board of Supervisors at their meeting scheduled for June 16, 2015.

Additionally, Public Works staff received no responses to a recent public Request for Proposals (RFPs) pertaining to the establishment of a green waste disposal program for the Chester area.

The results of the above 2 actions have led to the development of a green waste disposal strategy by Public Works staff that is being finalized for discussion and consideration by the Board of Supervisors at their meeting scheduled for June 16, 2015.

## RECOMMENDATION

The Director of Public Works respectfully recommends that the Board of Supervisors, on June 16, 2015, receive and discuss recommendations currently being developed and finalized by Public Works staff in regard to the disposal of green waste in the Chester area as part of the Plumas County Solid Waste Program.

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Facsimile (530) 283-6323

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

Joe Blackwell, Deputy Director



## AGENDA REQUEST

For the June 16, 2015 meeting of the Plumas County Board of Supervisors

June 8, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorization for the Public Works/Road Department to fill the vacancy of one (1) FTE PW Maintenance Worker I/II position in the Greenville District

A handwritten signature of Robert A. Perreault in black ink.

### Background:

One (1) FTE PW Maintenance Worker I/II has resigned from the Greenville maintenance district effective immediately.

The Department is requesting to fill this position.

This position is funded and allocated in the FY14/15 Public Works budget.

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

### Recommendation:

The Public Works Department respectfully recommends that the Board of Supervisors authorize to fill the vacancy of one (1) FTE PW Maintenance Worker I/II in the Greenville maintenance district.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Public Works Maintenance Worker I/II Worker Position Dist. 2**

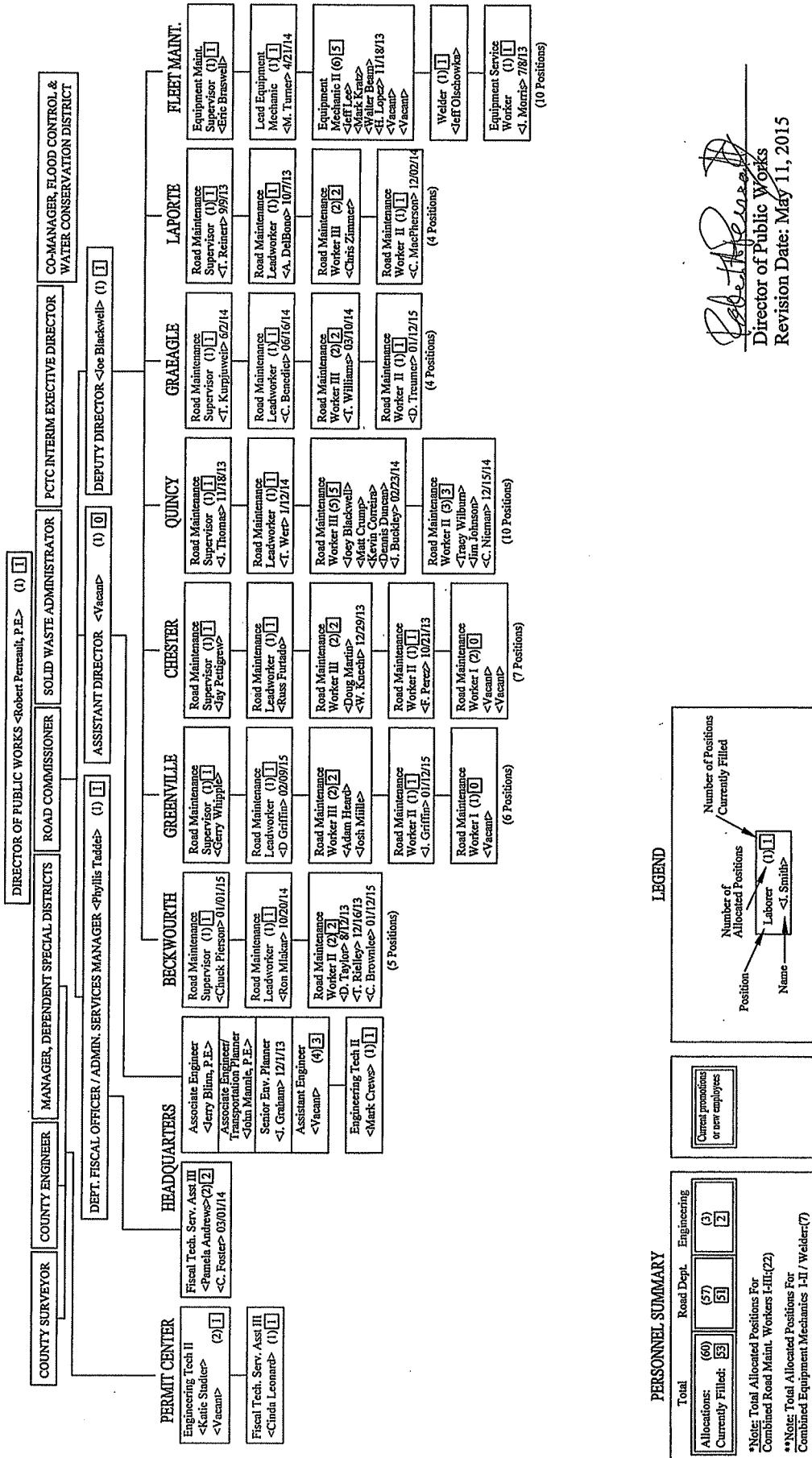
- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.**
- Why is it critical that this position be filled at this time?  
**Maintenance Workers are subject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

11/12    \$0

12/13    (\$439,699)

13/14    \$0

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS  
ORGANIZATION CHART





# Plumas County Public Health Agency

3B

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, MD, Health Officer

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<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:** June 8, 2015

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Agenda Item for June 16, 2015

**Item Description/Recommendation:** Approve the following Budget Transfers in Public Health Agency Budget Units:

20830 – Senior Nutrition amount of \$3,010.00; 20480 - Senior Transportation amount of \$5,550.00; 20640 - Veterans Services amount of \$2,100.00; 70561 - CDC Pan Flu amount of \$300.00, 70566 – Hospital Preparedness amount of \$350.00; 70559 – Federal Aid Title III amount of \$1,000.00; and 70560 – Public Health amount of \$5,874.00.

**Background Information:** As the Board may recall, Plumas County Public Health Agency submits a projected budget to the county for each fiscal year. As the County fiscal year draws to a close, end of year Budget adjustments are necessary to accommodate actual revenues and expenditures as well as to match various final approved grant budget amendments.

The Board's action today will approve the Budget Transfers reflecting adjustments to various line items within Budget Units 20830 – Senior Nutrition, 20480 - Senior Transportation, 20640 - Veterans Services, 70561 - CDC Pan Flu, 70566 – Hospital Preparedness, 70559 – Federal Aid Title III, and 70560 – Public Health, to bring the county budgets in line with the approved grant budgets and end of year adjustments.

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

Copies of the Budget Transfers are attached for your review.

Thank you.

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

3c |

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

Department: Victim Witness      Dept. No: 20420      Date 6/8/2015

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

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

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

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

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

Supplemental budget requests require Auditor/Controller's signature

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

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

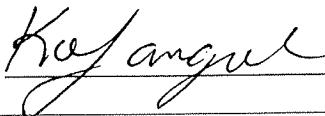
A) Budget one time Grant Augmentation for FY 14/15

B) One time Grant Augmentation for FY 14/15

C) Funds must be spent by the end of FY 14/15

D) One time Grant Augmentation for FY 14/15

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

#### INSTRUCTIONS:

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

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

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

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

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

## CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

## GRANT AWARD AMENDMENT

Cal OES GRANT AWARD # VW14220320

Federal Grant # \_\_\_\_\_ FIPS# \_\_\_\_\_ Amendment# \_\_\_\_\_  
 Project # \_\_\_\_\_ DUNS# 010997419 Recipient Performance Period July 1, 2014 to June 30, 2015

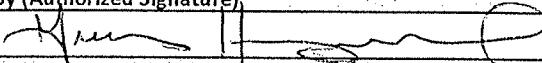
This amendment is between the California Governor's Office of Emergency Services, hereafter called Cal OES, and the Grant Recipient: Plumas County

The Recipient agrees to the amendment of this Grant Award Agreement as specified below:

Grant Award Agreement VW 14220320 between the parties hereto is hereby amended to:

Increase the FY 14 VOCA funds by \$18,208 from \$45,595 to \$63,803.

All other provisions of this agreement shall remain as previously agreed upon.

Recipient (Certification and Signature of Authorized Agent)				
By (Authorized Signature) 	Date JAU. 14, 2015			
Printed Name Gregory Hagwood	Title Plumas County Sheriff/Coroner			
Address 1400 East Main Street, Quincy, CA 95971				
Governor's Office of Emergency Services (For Cal OES use only)				
By Director or Designee	Date			
Printed Name	Title			
Amount Encumbered by this Document	Program/Component	Match	Item	
Prior Amount Encumbered	Fund Source	Chapter	Statute	Fiscal Year
Total Amount Encumbered to Date	PCA #	Project #	CFDA #	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
Signature of Cal OES Fiscal Officer		Date		



# Office of the Sheriff 3c2

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** June 8, 2015

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of June 16, 2015

**RECOMMENDATION:**

Approve budget transfer for the 2014 Homeland Security Grant budget in the amount of \$20,700.00 from Communication Equipment Maintenance (520912), a service & supply account, Equipment (542600), a fixed asset account.

**BACKGROUND & DISCUSSION:**

The FY 14/15 Administrative and Budgetary Controls require transfers to/from fixed asset accounts to be approved by the Board of Supervisors.

This is a budget transfer request for the 2014 Homeland Security Grant to allow for expenditures as per the grant award agreement. The grant has been modified and the item to be purchased is considered a fixed asset, therefore, the funds need to be transferred from the service & supply account.

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

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

Department: HOMELAND SECURITY      Dept. No: 70345      Date: 6/8/2015

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

(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 expenses

B) Grant has been modified

C) Expense to be incurred this fiscal year

D) N/A

Approved by Department Signing Authority: Ron Jolley

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:

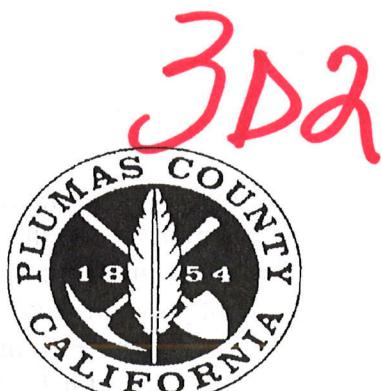
Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

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 HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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

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

**DATE:** June 8, 2015

**Gayla S. Trumbo**  
Human Resources Director

**TO:** The Honorable Board of Supervisors

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

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JUNE 16, 2015.

**RE:** Approve service agreement with Shaw Valenza LLP.

---

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

Approve service agreement with Shaw Valenza LLP for legal and investigation services.

### **BACKGROUND AND DISCUSSIONS:**

I have received a harassment and age discrimination complaint against a county employee. This is a personnel issue therefore, the details to the allegations and the parties involved is confidential. Generally when a complaint is filed, the Human Resources Director will conduct the investigation without seeking outside assistance. However, as with any small county there are times that a conflict of interest may exist that prohibits the Human Resources Director to conduct such investigation. Unfortunately, this is one of those situations.

As an employer we are obligated to investigate any allegation of harassment, discrimination, hostile work environment, etc. in a thorough and timely manner. Plumas County has always taken these matters very seriously and this situation is no exception. Once I was made aware of the complaint I spoke with County Counsel and started searching for an outside investigator.

Shaw Valenza's firm is available to conduct this investigation as soon as the contract is signed. They have indicated that they should be able to complete the investigation and provide to the County a detailed report of this investigation and their findings within 30 days. The contract does allow for 60 days should something unforeseen at this time arise.

The firm of Shaw Valenza is very well known and come highly recommended by other County Human Resource Directors for their training, investigation and legal services. They are also contracted with Trindel and have supplied our mandated AB1825 Harassment Training for numerous years. By our County being a member of Trindel we are receiving a reduction of their hourly rate.

*R.A.*

I will be the first to state that this investigation is expensive. However, due to the nature of the complaint and the employees involved, I believe Shaw Valenza is the best way to go. The information received by other Human Resources Directors is you may pay a slightly higher rate but you will receive a thorough investigation and findings report. This is very important should the matter result in a disciplinary action, or employee filing a lawsuit against the County. It will cost the County significantly more should you have the expense of an investigation and then discover the investigation was not thoroughly done.

At this time I request that the Board approve the Board Chairman to sign the service agreement with Shaw Valenza for legal and investigation services into the complaint of harassment and age discrimination.

Thank you for your time and consideration.

## 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 Human Resources (hereinafter referred to as "County"), and Shaw Valenza LLP, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixteen Thousand and No/100 Dollars (\$16,000.00).
3. Term. The term of this agreement shall be from June 16 through August 16, 2015, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

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

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

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Human Resources  
County of Plumas  
520 Main Street, Room 115  
Quincy, CA 95971  
Attention: Gayla Trumbo

Contractor:

SHAW VALENZA LLP  
Attn: Jennifer Brown Shaw  
980 9<sup>th</sup> Street, Suite 2300  
Sacramento, CA 95814

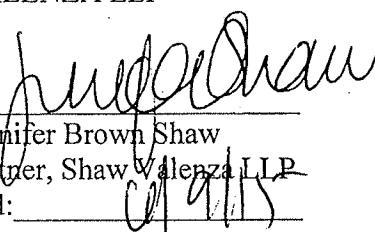
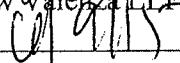
22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing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

[Signatures on Following Page]

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

**CONTRACTOR:**

SHAW VALENZA LLP

By:   
Name: Jennifer Brown Shaw  
Title: Partner, Shaw Valenza LLP  
Date signed: 

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Board of Supervisors, Chairperson  
Date signed: \_\_\_\_\_

**APPROVED AS TO FORM:**

Plumas County Counsel

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

**EXHIBIT A**

**Scope of Work**

Upon signed Services Agreement and request of County, Contractor shall perform legal and investigative services regarding allegations of harassment and discrimination of a County Employee. This investigation will be initiated with 24 hours of receiving an executed contract.

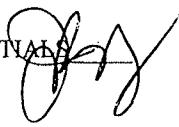
Contractor will work to complete this investigation process within 60 days absent any unforeseen circumstances (e.g., witness unavailable, etc).

Contractor shall deliver a written report of the investigation and resulting findings and recommendations to the County's Director of Human Resources.

\_\_\_\_\_ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS



**EXHIBIT B**

**Fee Schedule**

Below is the proposed estimated budget for the investigation. County will be billed at the Contractor's discounted public sector rate of \$275 per hour for all time spent on this investigation. **County reimbursement will be capped at a total of \$16,000 for this Confidential Internal Investigation's Service Agreement.**

<i>Service Description:</i>	<i>Estimated Time:</i>	<i>Estimated Cost:</i>
Review initial documents, prepare interview outlines and investigation plan	6 Hours	\$1,650
Interview witnesses (assuming six (6) witnesses)	12 Hours	\$3,300
Follow-up interviews	3 Hours	\$825
Travel time	6 Hours	\$1,650
Travel / Incidental expenses		\$400
Prepare Investigator's Report	25 Hours	\$6,875
<b><i>Total Estimated Budget</i></b>		<b>\$14,700</b>

3E

## PLUMAS COUNTY CLERK~RECORDER

Recorder Division (530) 283-6218  
Elections Division (530) 283-6256



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520 Main Street, Room 102, Courthouse  
Quincy, CA 95971 Fax: (530) 283-6155

DATE: June 8, 2015

TO: Honorable Board of Supervisors, Plumas County

FROM: Kathy Williams, Plumas County Clerk-Recorder

SUBJECT: AGENDA ITEM FOR MEETING OF JUNE 16, 2015

Kathy Williams  
Clerk – Recorder  
Registrar of Voters  
*Kathy*  
kathywilliams@countyofplumas.com

Melinda Rother  
Assistant  
*Melinda*  
melindarother@countyofplumas.com

### AUTHORIZATION TO REFILL 1.0 DEPUTY CLERK-RECORDER I OR II - ELECTIONS DIVISION

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

Authorize the Clerk-Recorder to refill vacant, allocated and funded 1.0 FTE Deputy Clerk-Recorder I or II. Authorize hiring at range II if an experienced applicant qualifies for position.

#### **BACKGROUND AND DISCUSSION**

The department continues to experience staff transferring to other departments, other counties or private industry for higher paying positions. In June an experienced staff member received a position at a local dentist's office offering a substantial increase in wages. This vacated position creates a huge reduction to staffing in the Elections Division of the department as there is only 2.528 staff allocated.

Duties of the departing staff member include voter registration and updates from the Secretary of State CalVoter file, maintenance of special district records, ballot design and layout, audio ballot production, candidate filing services, fictitious business name statement filing, issuing marriage licenses, performing wedding ceremonies, filing notary bonds, filing power of attorney documents, cashiering transactions, administering official oath of office and several others.

Attached are the completed Critical Staffing Questionnaire and Organizational Chart for additional information as is required.

W

## ORGANIZATIONAL CHART

6/8/2015

ELECTED OFFICIAL  
CLERK-RECORDER  
REGISTRAR OF VOTERS  
RECORDS MANAGEMENT

#20100  
#20460  
#20469

ASSISTANT CLERK-RECORDER  
ASSISTANT REGISTRAR OF VOTERS  
ASSISTANT - RECORDS MANAGEMENT

Range 41

20460

Lead  
Deputy  
Clerk  
Recorder  
Range 24

20100

Elections  
Specialist  
Range 24

20469

VACANT

VACANT      Deputy  
                  Clerk  
                  Recorder  
                  I-II  
                  Rg 16-20      VACANT

Deputy  
Clerk-Recorder  
Elections I-II  
VACANT  
Rg 16-20

VACANT      VACANT      VACANT

VACANT

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

- Is there a legitimate business, statutory or financial justification to fill the position? There is a requirement for this department to conduct all local, state and federal elections, maintain an accurate roster of all special districts and keep the voter database up to date as required by law. We prepare all of our own official ballot layout, print specification, audio ballot recording and election count programing. This has saved the county hundreds of thousands of dollars over the years. The individual leaving the department has received special training and provided all of these services in the past.
- Why is it critical that this position be filled at this time? This is a critical time because we will begin the filing period for the November UDEL Election beginning on July 13 through August 7 for all of the special districts. We do not have enough staff left to accomplish all of the tasks required to get through this election.
- How long has the position been vacant? The position just became vacant in June, 2015.
- Can the department use other wages until the next budget cycle? The department does not have enough other wages available. Other wages in this division are used for additional help during election cycles for Vote by Mail processing and counting boards as well as the canvass board.
- What are staffing levels at other counties for similar departments and/or positions? Other counties have entire separate division staffing for each specific duty that our 2.58 staff are responsible for. With this position being vacated, there will be a .75 FTE left in the front office. The remaining allocation is a portion of the department head and the assistant's wages. We accomplish a great deal of work with a very small crew and can't afford to lose half of it at such a critical time during major elections.
- What core function will be impacted without filling the position prior to July 1? Conducting Elections.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? n/a

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? n/a
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? No.
- Does the budget reduction plan anticipate the elimination of any of the requested positions? No.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? There will be no change in the general fund support to refill the recently vacated position.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? No.

# 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



3F2

**Date:** June 16, 2015

**To:** Honorable Board of Supervisors

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

**Subject:** Authorization for payment of invoice from Burfeind Construction dated May 2, 2015  
for \$43,700 for work on Project 10-STBG6734 Plumas Rural Services building, and  
use of General Fund Contingency Funds.

#### **Recommendation:**

Authorize Auditor Controller to pay invoice from Burfeind Construction dated June 1, 2015 in the amount of \$43,700 for work on Project 10-STBG6734 Plumas Rural Services building.

#### **Background:**

The work being done to the Plumas Rural Services building by Burfeind Construction is funded by a Community Development Block Grant (#10-STBG-6734). Grant moneys from this grant are paid to the County on a reimbursement basis and the turn-around time for payment of the reimbursement to the County can be in excess of eight weeks. The program is administered by the Plumas County Community Development Commission, and all claims for work on the CDBG programs have been paid by the PCCDC. Funding for the PCCDC has recently undergone some changes that have caused the PCCDC to have no money that can be used while waiting for reimbursement from the state.

It is the opinion of the Auditor that because Plumas County is the grantee (and not the PCCDC) and the County will be reimbursed, the County should pay the contractor in a timely manner. This will require use of General Fund Contingency.

# COUNTY OF PLUMAS

STATE OF CALIFORNIA

**VENDOR/CLAIMANT: Burfeind Construction**

ADDRESS: 1871 Diamond Mt Rd VENDOR #:

VENDOR #: \_\_\_\_\_

CASH ACCOUNT #: **10100**

**CITY/ST/ZIP:** Greenville, CA 95947 **FUND #:** 5513

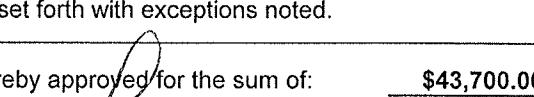
FUND #: 5513

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

Plumas County Community Development Commission  
FIRM NAME (IF APPLICABLE)

DATE

SIGNATURE OF CLAIMANT/VENDOR (INCLUDE TITLE, IF APPLICABLE)

<b>Auditor's Use Only</b>		<b>DEPARTMENT/DISTRICT APPROVAL:</b>
Vendor #:	I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon; that the articles have been delivered or the services have been performed by the claimant as set forth with exceptions noted.	
1099 NEC:		
Audited:		
Input:	Claim is thereby approved for the sum of: <u>\$43,700.00</u>	
Checked:		
Date Stamp:	Signature	May 29, 2015
	Deputy Director TITLE	DATE
<b>RECEIVED</b>		
<b>MAY 29 2015</b>		
Auditors / Risk		
For Districts		
District: _____		
If applicable: _____		
Second Signature: _____		

PAYMENT INVOICE TRANSMITTAL  
BURFEIND CONSTRUCTION

To: <b>PCCDC</b>  Attention: <u>Tom Yegerhofer</u>  Address: <u>PO Box 319 Quincy Ca 95971</u>  Phone # <u>530-283-2466 ext 120</u>  e-mail <u>tyagerhofer@plumascdc.org</u>	From: <b>Burfeind Construction</b>  Contact: <u>Martin Burfeind</u>  Address: <u>1871 Diamond Mt Rd</u>  City: <u>Greenville Ca 95947</u>  Federal ID <u>68-0091762</u>  e-mail <u>burfeind@frontiernet.net</u>
Contractor Signature:  Date: <u>6-1-2015</u>	

**RE: Project Name:** Plumas Rural Services Building      **Project Number:** 10-STBG6734

Invoice Number	Invoice Date	PO Number	Amount of Pay	Balance
#5	6-1-2015		\$43700.00	385322.60

**Brief description of Services:**

Finish retaining wall and walkways, demo front walk and pour new walk way, ADA parking pad in parking area. Rough plumbing materials and labor. Finish plumbing materials on site(urinal, toilets, sinks, valves, for toilets and sinks). Wrap up rough framing and blocking. Window material on site. Wrap up rough roof and membrane ready for finish roofing.

Change order # 3 tree and stump removal for drainage pond.

## CHANGE ORDER

June 1, 2015

Change order No. 3

Plumas Rural Service Building Project

From: Burfeind Construction 1871 Diamond Mt Rd Greenville Ca 95971

To: Plumas County Community Development Commission Box 319 Quincy Ca 95971

Original contract amount: **\$598,000.00**

Proposed changes:

1. PRS Property conversion Exemption: Removal of trees and stumps to build pond.
2. The contract sum prior to this change order was \$600,692.00
3. The contract sum will be increased by this change order in the amount of \$2990.00
4. The new contract sum including this change order will be \$603682.00
5. The contract time will be unchanged.
6. The date of substantial completion as of the date of this change order therefore is:

September 30, 2015

- 7: The following documents if any are included as attachments to this change order in support of the changes and estimates contained herein:

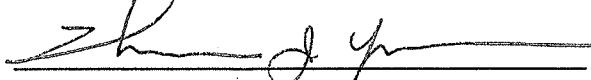
Burfeind Construction



Date 6-1-2015

By: Martin A Burfeind, it's Owner

Plumas County Community Development Comm.



Date 6-1-2015

Justification of Costs  
Plumas Rural Service Building and Property

Change order # 3

- Increase in cost due to new drainage design. Tree and stump removal to build drainage pond.
- Location address is 711 and 734 East Main St, Quincy Ca.

**PROGRESS PAYMENT FORM**  
**FOR PRIME CONTRACTORS/CONSULTANTS, SUBCONTRACTORS/SUBCONSULTANTS**  
**AND SUPPLIERS/SERVICES**

Invoice #	5			
Project Name	PRS Building 711 East Main Quincy Ca		Prime Contractor/Consultant	Burfeind Construction, Martin Burfeind CA Lic # 482443
			Address	1871 Diamond Mtn Rd Greenville, CA 95947
Project Number	10-STBG6734		Phone	(530)284-7241 Fax (530)284-7746 Cell (530)927-7777

Line No.	Subcontractors/Subconsultants & Suppliers/Services	Original Contract Amount	Change Order \$ Amounts	Total Contract Amount	Total Payment To Date	Payment For This Period	Payment For This Period Less 5%	Balance Remaining For Project
1	Mobilization	\$6,000.00		\$6,000.00	\$5,700.00	\$0.00	\$0.00	\$300.00
2	Excavation of pad and layout	\$8,000.00		\$8,000.00	\$7,600.00	\$0.00	\$0.00	\$400.00
3	concrete retaining wall,guard rail, stemwall	\$51,000.00		\$51,000.00	\$41,477.00	\$5,000.00	\$4,750.00	\$4,773.00
4	concrete parking swales, walks,ramp	\$20,000.00		\$20,000.00	\$9,500.00	\$5,000.00	\$4,750.00	\$5,750.00
5	concrete building site slab	\$40,000.00		\$40,000.00	\$38,000.00	\$0.00	\$0.00	\$2,000.00
6	Plumb for under floor 4r top out	\$20,000.00		\$20,000.00	\$9,500.00	\$5,000.00	\$4,750.00	\$5,750.00
7	Plumb Finish and fixtures	\$25,000.00		\$25,000.00	\$0.00	\$5,000.00	\$4,750.00	\$20,250.00
8	Elect Service and Panel 4R rough wiring	\$20,000.00		\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
9	Elect finish and fixtures	\$25,000.00		\$25,000.00	\$8,075.00	\$0.00	\$0.00	\$16,925.00
10	Mechanical equip. 4r rough ducting	\$25,000.00		\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00
11	Mechanical finish and fixtures	\$20,000.00		\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
12	Structure:							
13	Rough framing	\$25,000.00		\$25,000.00	\$16,625.00	\$7,500.00	\$7,125.00	\$1,250.00
14	Trusses, roof sheathing	\$25,000.00		\$25,000.00	\$23,750.00	\$0.00	\$0.00	\$1,250.00
15	Shearwall,siding, and trim	\$25,000.00		\$25,000.00	\$8,312.50	\$0.00	\$0.00	\$16,687.50
16	Finish, doors, door trim, partitions	\$31,000.00		\$31,000.00	\$0.00	\$0.00	\$0.00	\$31,000.00
17	Doors and hardware (materials)	\$20,000.00		\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
18	Roofing	\$25,000.00		\$25,000.00	\$0.00	\$10,000.00	\$9,500.00	\$15,500.00
19	Insulation	\$18,000.00		\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00
20	windows	\$12,000.00		\$12,000.00	\$0.00	\$6,000.00	\$5,700.00	\$6,300.00
21	Sheetrock materials and Hang	\$12,000.00		\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
22	Sheetrock tape and finish	\$10,000.00		\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
23	Paint: interior	\$14,000.00		\$14,000.00	\$0.00	\$0.00	\$0.00	\$14,000.00
24	Paint: exterior	\$6,000.00		\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00
25	Parking: Demo, set grade	\$15,000.00		\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
26	Parking: Baserock	\$20,000.00		\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
27	Parking: Pave, curbs, paint, and signage	\$55,000.00		\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00
28	Pond construction	\$25,000.00		\$25,000.00	\$3,562.50	\$0.00	\$0.00	\$21,437.50
29	Change order#1: 3 acre conversion		\$1,900.00	\$1,900.00	\$1,805.00	\$0.00	\$0.00	\$95.00
30	Ch. order #2: acre conv. Additional work		\$792.00	\$792.00	\$752.40	\$0.00	\$0.00	\$39.60
31	order #3: acre conv. Tree removal		\$2,990.00	\$2,990.00	\$0.00	\$2,500.00	\$2,375.00	\$615.00
32							\$0.00	
33							\$0.00	
34							\$0.00	
35							\$0.00	
<b>Totals</b>		\$598,000.00	\$5,682.00	\$603,682.00	\$174,659.40	\$46,000.00	\$43,700.00	\$385,322.60

Under penalty of perjury the undersigned agrees that the forgoing information is true and correct

Name	Kimberly A. Burfeind	Title	Preparer	Date	June 1 2015
Name	Martin A. Burfeind	Title	Owner	Date	June 1 2015

4A



NORTHERN CALIFORNIA EMS, INC.

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

June 2, 2015

Craig Settlemire  
Plumas County Legal Counsel  
520 Main St., Room 301  
Quincy, CA 95971

Re: Modification of Agreement for EMS Services, Plumas County, Fiscal Year 2015-2016

Dear Mr. Settlemire:

Enclosed are three copies of a modification to agreement pertinent to our current Local EMS Agency contract which terminates June 30, 2015. The modification only addresses the term of the agreement and continues it for the time period July 1, 2015 through June 30, 2016. The documents have been signed on behalf of Nor-Cal EMS.

If you would like my attendance at the time the agreement is considered by the Board, please notify me of the date.

With acceptance of the modification, please return a signed copy to this office.

If you have any questions, you may contact us at 530-229-3979.

Sincerely,

*Donna Stone for Dan Spiess*

Dan Spiess  
Chief Executive Officer

DS/pg

## MODIFICATION OF AGREEMENT

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and PLUMAS COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 6, 2010 and modified July 5, 2011, June 5, 2012, July 17, 2012, June 11, 2013 and June 3, 2014 (copies of which are attached hereto) in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement and modifications above referenced remain the same.

NOW, THEREFORE, it is agreed by the between the parties hereto to as follows:

### ARTICLE VII TERM AND INSURANCE

Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1. The term of this agreement shall be for the period beginning July 1, 2015 and ending June 30, 2016, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY OF PLUMAS

Signature: \_\_\_\_\_

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

Chairman, Board of Supervisors

COUNTY OF PLUMAS

State of California

ATTEST:

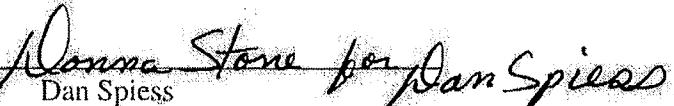
Clerk of the Board

Signature: \_\_\_\_\_

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

NORTHERN CALIFORNIA EMS, INC.

By:



Dan Spiess

Chief Executive Officer

APPROVED AS TO FORM

Signature: \_\_\_\_\_

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

County Counsel

## MODIFICATION OF AGREEMENT

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and PLUMAS COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 6, 2010 and modified July 5, 2011, June 5, 2012, July 17, 2012 and June 11, 2013 (copies of which are attached hereto) in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement and modifications above referenced remain the same.

NOW, THEREFORE, it is agreed by the between the parties hereto to as follows:

### ARTICLE VI COMPENSATION

Section 6.1 is revoked in its entirety and replaced with the following new Section 6.1:

Section 6.1. Subject to the conditions contained in this Article, COUNTY shall pay to CORPORATION TWENTY SEVEN THOUSAND FIVE HUNDRED NINETY FIVE AND 09/100 (\$27,595.09) annually as the fee for the basic LEMSA services to be rendered pursuant to this agreement, due and payable within thirty (30) days of receipt of the statement for services.

### ARTICLE VII TERM AND INSURANCE

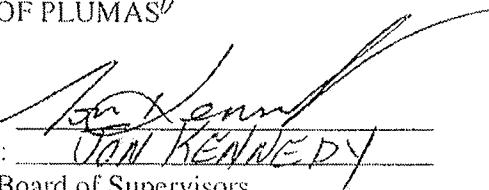
Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1. The term of this agreement shall be for the period beginning July 1, 2014 and ending June 30, 2015, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

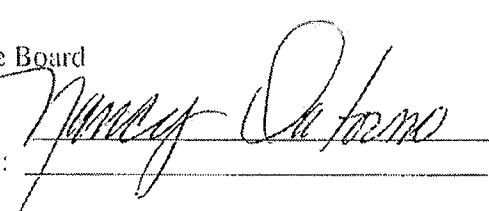
The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this 3rd day of July, 2014.

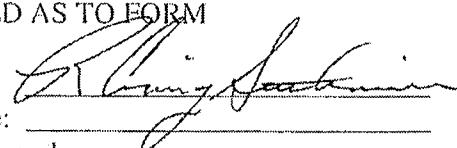
COUNTY OF PLUMAS

Signature:   
Print Name: DAN KENNEDY  
Chairman, Board of Supervisors  
COUNTY OF PLUMAS  
State of California

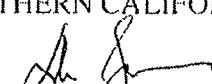
ATTEST:  
Clerk of the Board

Signature:   
Print Name: Nancy DeFazio

APPROVED AS TO FORM

Signature:   
Print Name: Brian Jackson  
County Counsel

NORTHERN CALIFORNIA EMS, INC.

By:   
Dan Spiess  
Chief Executive Officer

MODIFICATION OF AGREEMENT

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and PLUMAS COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 6, 2010 and modified July 17, 2012 (a copy of which is attached hereto) in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement and modification dated July 17, 2012 above referenced remain the same.

NOW, THEREFORE, it is agreed by the between the parties hereto to as follows:

**ARTICLE VII TERM AND INSURANCE**

Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1. The term of this agreement shall be for the period beginning July 1, 2013 and ending June 30, 2014, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto cause their representatives to affix their signature this 11, day of July, 2013.

COUNTY OF PLUMAS

Signature: J. H. Severson

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

Chairman, Board of Supervisors

COUNTY OF PLUMAS

State of California

ATTEST:

Clerk of the Board

Signature: Wm. J. O'Connor

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

NORTHERN CALIFORNIA EMS, INC.

By: Dan Spuess

Dan Spuess  
Chief Executive Officer

APPROVED AS TO FORM

Signature: D. J. Severson

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

County Counsel

## MODIFICATION OF AGREEMENT FOR EMS SERVICES

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and PLUMAS COUNTY, hereinafter referred to as COUNTY.

This Agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS INC. AS THE LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO, dated July 6, 2010, in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement above referenced remain the same.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

### INTRODUCTION

Paragraph 4 is deleted and replaced with the following:

WHEREAS, COUNTY desires to contract with CORPORATION for CORPORATION to administer local emergency medical services as specified in this MODIFICATION and as specified in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS INC. AS THE LOCAL EMS AGENCY" dated July 6, 2010.

### ARTICLE I. GENERAL

Section 1.3 is deleted in its entirety and replaced with the following new Section 1.3:

Section 1.3 COUNTY designates CORPORATION as its local EMS agency and delegates all California Health and Safety Code Division 2.5 functions pertaining to Local EMS Agency functions to CORPORATION and CORPORATION shall act as the Local EMS Agency as to each function.

Section 1.9 is deleted in its entirety and replaced with the following new Section 1.9:

Section 1.9 Prior to establishing ambulance exclusive operating areas through the grandfathering procedure or through a competitive process, COUNTY AND CORPORATION will confer on the logistics, advantages and costs of the process and CORPORATION will not proceed without authorization from COUNTY and mutual agreement from both COUNTY AND CORPORATION to do so.

Section 1.10 is deleted in its entirety.

Section 1.11 is re-numbered as Section 1.10.

## ARTICLE II. MEDICAL CONTROL AND ARTICLE IV. CERTIFICATION AND TRAINING AND ARTICLE V. TRIAGE AND TRANSFER

All references to EMT II are replaced by AEMT (Advanced Emergency Medical Technician) in Sections 2.9, 4.1, 4.4 and 5.3.

## ARTICLE VII. TERM AND INSURANCE

Section 7.1 is deleted in its entirety and replaced with the following new Section 7.1:

Section 7.1 The term of this agreement shall be for the period beginning July 1, 2012 and ending June 30, 2013, provided however, that if any proceedings are pending pursuant to section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

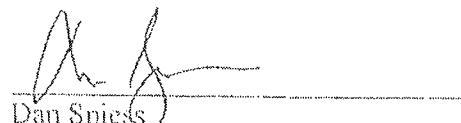
The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE 'LOCAL EMS AGENCY' FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this 17<sup>th</sup> day of JULY, 2012.

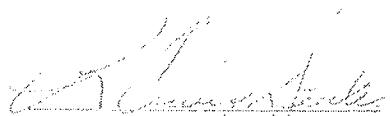
COUNTY OF PLUMAS

  
ROBERT MEACHER  
Chair, Board of Supervisors

NORTHERN CALIFORNIA EMS, INC.

  
Dan Spiess  
Chief Executive Officer

APPROVED AS TO FORM

  
R. Craig Septembre  
Plumas County Counsel

ATTEST:

  
Nancy DaPerno  
Clerk of the Board

## MODIFICATION OF AGREEMENT

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and PLUMAS COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 6, 2010 (a copy of which is attached hereto) in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement above referenced remain the same.

NOW, THEREFORE, it is agreed by the between the parties hereto to as follows:

### ARTICLE VI TERM AND INSURANCE

Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1. The term of this agreement shall be for the period beginning July 1, 2012 and ending June 30, 2013, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this 31<sup>st</sup> day of July 2012.

COUNTY OF PLUMAS

Signature: 

Print Name: Robert A. Meacham

Chairman, Board of Supervisors

COUNTY OF PLUMAS

State of California

ATTEST:

Clerk of the Board

Signature: 

Print Name: Nancy L. Johnson

County Counsel

NORTHERN CALIFORNIA EMS, INC.

By: 

Dan Spies

Chief Executive Officer

APPROVED AS TO FORM

Signature: 

Print Name: R. Craig Sterlewine 5/16/12

County Counsel

## MODIFICATION OF AGREEMENT

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and PLUMAS COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 6, 2010 (a copy of which is attached hereto) in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement above referenced remain the same.

NOW, THEREFORE, it is agreed by the between the parties hereto to as follows:

### ARTICLE VII TERM AND INSURANCE

Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1 The term of this agreement shall be for the period beginning July 1, 2011 and ending June 30, 2012, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

### ARTICLE XI COMPENSATION

Section 6.1 is revoked in its entirety and replaced with the following new Section 6.1:

Section 6.1 Subject to the conditions contained in this Article, COUNTY shall pay to CORPORATION TWENTY-FOUR THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS AND 46/100 (\$24,224.46) as the fee for the basic LEMSA services to be rendered pursuant to this agreement, due and payable within thirty (30) days of receipt of the statement for services.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this 5th day of April, 2011.

COUNTY OF PLUMAS

Signature:   
Print Name: Dan Spies

Chairman, Board of Supervisors

COUNTY OF PLUMAS

State of California

ATTEST:

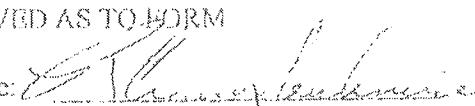
Clerk of the Board

Signature:   
Print Name: Clerk

NORTHERN CALIFORNIA BMS, INC.

By:   
Dan Spies  
Chief Executive Officer

APPROVED AS TO FORM

Signature:   
Print Name: Roger Schleifer  
County Counsel

AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS  
THE "LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND  
AUTHORIZING POWERS PURSUANT THERETO

THIS AGREEMENT is entered into by and between PLUMAS COUNTY, hereinafter referred to as COUNTY, and NORTHERN CALIFORNIA EMS, INC. (a California non-profit, public benefit corporation) hereinafter referred to as CORPORATION.

INTRODUCTION

WHEREAS, the Emergency Medical Services Act (California Health and Safety Code Section 1797 et seq., hereinafter referred to as "the Act") authorizes a county to designate a local emergency medical services (EMS) agency, and

WHEREAS, the Act mandates that particular functions under the Act must be performed by, and/or under the direction of, the local EMS agency, pursuant to Health and Safety Code Section 1797 et seq., and

WHEREAS, CORPORATION is qualified to be a "local EMS agency" pursuant to Health and Safety Code Section 1797.94, and

WHEREAS, COUNTY desires to contract with CORPORATION for CORPORATION to administer certain local emergency medical services as specified as follows in this agreement, and

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

## ARTICLE I. GENERAL.

**Section 1.1.** This agreement takes the place of the previous agreement dated July 22, 2008, and titled "Agreement Designating Northern California EMS, Inc. as the 'Local EMS Agency' for PLUMAS COUNTY and Authorizing Powers Thereto", and any written modifications thereto.

**Section 1.2.** The terminology used in this agreement is defined according to the Health and Safety Code, Sections 1797.50 through 1797.97. All sections cited in this agreement refer to the Health and Safety Code unless otherwise noted. If any language or provisions of this agreement conflict with the language or provisions of the Act, the Act shall prevail. Whenever the term "Authority" is used in this agreement, it shall mean the Emergency Medical Services Authority as defined in Health and Safety Code Section 1797.54.

**Section 1.3.** COUNTY designates CORPORATION as its local EMS agency and delegates only those specifically enumerated functions as set forth in this agreement to CORPORATION.

**Section 1.4.** CORPORATION shall plan, implement and evaluate an emergency medical services system in accordance with the provisions of the Act, consisting of an organized pattern of readiness and response services based upon public and private agreements and operational procedures (Section 1797.204).

**Section 1.5.** CORPORATION shall be responsible for the implementation of advanced life support systems and limited advanced life support systems and for the monitoring of training

programs (Section 1797.206).

Section 1.6. CORPORATION shall, when required by the Authority, submit an emergency medical services plan for COUNTY to the Authority (Sections 1797.250 and 1797.254) and to the COUNTY. CORPORATION shall submit to COUNTY the plan it submits to the Authority and any amendment thereto. CORPORATION shall, consistent with such plan, coordinate and otherwise facilitate arrangements necessary to develop the emergency medical services system (Section 1797.252).

Section 1.7. CORPORATION may review applications for grants and contracts for Federal, State, or private funds concerning emergency medical services or related activities in the COUNTY (Section 1797.256).

Section 1.8. CORPORATION shall implement local Air Ambulance Standards in compliance with statewide regulations.

Section 1.9. Functions not delegated to CORPORATION and which are retained by COUNTY are:

A. Acceptance of Basic Life Support, Advanced Life Support, or Mobile Intensive Care Providers into any dispatch rotation. Where applicable, CORPORATION will approve these units as approved providers, but the actual placing in rotation or acceptance of the providers into dispatch is not contracted for in this agreement and is not the responsibility of CORPORATION.

B. This agreement is not intended to cover any services by CORPORATION in

connection with Health and Safety Code Section 1797.201 and/or the assertion by any city or fire protection districts of any rights they may have under Sections 1797.200 and 1797.201.

C. Except for the reporting requirements of disaster planning and response as a part of COUNTY'S EMS plan to the Authority, CORPORATION is not responsible under the terms of this agreement for any disaster planning, training or response.

Section 1.10. Since pursuant to Section 1797.85 COUNTY recommended to CORPORATION that exclusive operating areas be established, COUNTY delegates to CORPORATION all services required to be performed by a local EMS agency in connection with the establishment of such exclusive operating areas.

Section 1.11. COUNTY agrees to continue to designate an individual within the County who will become knowledgeable on the conditions of this agreement, and who CORPORATION may communicate with during the term of the agreement, regarding the various activities and actions of CORPORATION in furtherance of its Local EMS Agency contractual obligations with COUNTY. This individual and the person's contact information shall be given to CORPORATION'S Chief Executive Officer by July 15, 2010.

## ARTICLE II. MEDICAL CONTROL

Section 2.1. The medical direction and management of the emergency medical services system shall be under the medical control of the Medical Director of CORPORATION. This medical control shall be maintained in accordance with standards for medical control established by the Authority (Section 1798). Medical control shall be exercised within an EMS system

which complies with the minimum standards adopted by the Authority, and which is established and implemented by **CORPORATION**.

**Section 2.2.** **CORPORATION** shall have a full or part-time licensed physician and surgeon as Medical Director to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the EMS system. The Medical Director may appoint a physician and surgeon to assume his or her duties during any time that he or she is unable to carry out those duties as the Medical Director deems necessary. The Medical Director may also assign administrative functions of his or her duties which do not require his or her professional judgment as Medical Director to administrative staff of the local EMS agency under his or her supervision (Section 1797.202)

**Section 2.3.** **CORPORATION**'s Medical Director may authorize registered nurses functioning pursuant to Business & Professions Code Section 2725 to act as "authorized registered nurses" or "Mobile Intensive Care Nurses (MICNs)". As such, MICNs provide prehospital advanced life support and may issue instructions to prehospital emergency medical care personnel within an EMS system according to standardized procedures consistent with statewide guidelines established by the Authority.

**Section 2.4.** **CORPORATION**, using State minimum standards, shall establish policies and procedures approved by the Medical Director of the **CORPORATION** to assure medical control of the EMS system. The policies and procedures approved by the Medical Director may require basic life support emergency medical transportation services to meet any medical control

requirements including dispatch, patient destination policies, patient care guidelines, and quality assurance requirements (Section 1797.220).

**Section 2.5.** The Medical Director of CORPORATION may approve or conduct any scientific or trial study of the efficacy of the prehospital emergency use of any drug, device, or treatment procedure within Phoenix County, utilizing any level of prehospital emergency medical care personnel. The study shall be in compliance with Section 1797.221 and with any requirements established by the Authority (Section 1797.221).

**Section 2.6.** In administering the EMS system, CORPORATION, with the approval of its Medical Director, may designate and contract with hospitals or other entities approved by the Medical Director of the local EMS agency pursuant to Sections 1793.2 and 1798.105 to provide medical direction of prehospital emergency medical care personnel, within its area of jurisdiction, as either base hospitals or alternative base stations, respectively. Hospitals or other entities so designated and contracted with as base hospitals or alternative base stations shall provide medical direction of prehospital emergency care provided for the area defined by the local EMS agency and approved by the Medical Director of the local EMS agency pursuant to Sections 1797.220 and 1798 (Section 1798.100).

**Section 2.7.** CORPORATION, in order to assure medical direction to prehospital emergency medical care personnel in rural areas (as determined by the Authority), may utilize hospitals which do not have a basic emergency medical service permit, but which have been approved by the Medical Director of the CORPORATION for utilization as a base hospital, if

the requirements of Section 1798.101 are met.

Section 2.8. Advanced life support and limited advanced life support personnel may receive medical direction from an alternative base station (Section 1798.103) in lieu of a base hospital when the conditions are met in Section 1798.3 under the guidance and control of **CORPORATION**.

Section 2.9. CORPORATION'S Medical Director may, in accordance with regulations adopted by the Authority, deny, suspend, or revoke any EMT-I or EMT-II certificate issued under Division 2.5 of the Health and Safety Code, or may place any EMT-I or EMT-II certificate holder on probation, upon the finding by the Medical Director of the occurrence of any of the actions listed in Section 1798.200(e). CORPORATION'S Medical Director may deny, suspend, revoke or place on probation any First Responder or Mobile Intensive Care Nurse upon a finding by the Medical Director of the occurrence of any actions listed in Section 1798.200(e). In addition, the Medical Director of the CORPORATION has all Medical Director powers defined in California Health and Safety Code Sections 1798.201 and 1798.202(a). Subject to the limitations contained in ARTICLE VI, Section 6.4 of this agreement COUNTY shall pay (over and above the basic annual fee charged under the agreement) all actual costs incurred by CORPORATION for any hearings and/or litigation arising from the denial, suspension, probation or revocation of a certificate or certificate holder. COUNTY may, at its discretion, provide for its own attorney or an independently retained attorney to handle any said proceedings. CORPORATION shall submit an itemized bill for said costs (including, but not limited to, staff time, attorneys' fees,

postage, deposition costs, hearing or court costs, photocopying and travel) within 30 days of incurring those costs. COUNTY shall pay the bill within 30 days of receipt.

Section 2.10. COUNTY hereby designates the Medical Director of CORPORATION to be the designated physician who may place on probation, suspend, or revoke the approval under the Act of any training program for failure to comply with the provisions of the Act or any rules or regulations adopted pursuant thereto (Section 1798.209). Subject to the limitations contained in ARTICLE VI, Section 6.4 of this agreement it shall be COUNTY'S sole responsibility to pay for all costs of any proceedings for probation, suspension, or revocation of approval of any training program. COUNTY may, at its discretion, provide for its own attorney or an independently retained attorney to handle any said proceedings and to prepare for any said proceedings. In addition, COUNTY shall reimburse the CORPORATION for the CORPORATION'S actual costs in preparing for or participating in said proceedings. CORPORATION shall submit an itemized bill for said costs (including, but not limited to, staff time, attorneys' fees, postage, deposition costs, hearing or court costs, photocopying and travel) within 30 days of incurring those costs. COUNTY shall pay the bill within 30 days of receipt.

### ARTICLE III. TRAUMA CARE SYSTEM

Section 3.1. CORPORATION may implement a trauma care system pursuant to Section 1798.162, establish policies and procedures consistent with regulations pursuant to Section 1798.163, charge a fee for trauma facility application and designation pursuant to Section 1798.164, designate a trauma facility pursuant to Section 1798.165, and develop and submit a

plan to the Authority pursuant to Section 1798.166.

**Section 3.2.** After the submission of an initial trauma care system plan, **CORPORATION** shall comply with all State requirements relating to a trauma system (Section 1797.258).

**Section 3.3.** **CORPORATION**, in implementing a trauma care system on behalf of **COUNTY**, shall develop and submit a plan for that trauma care system to the Authority according to the requirements of the regulations adopted pursuant to Section 1798.161 prior to implementation of that system (Section 1797.257).

**Section 3.4.** In order to provide for the evaluation and improvement of the quality of care addressed in this agreement, **COUNTY** hereby establishes or reestablishes the Trauma Audit Committee. This is a regional Trauma Audit Committee and **COUNTY** delegates the composition of this committee to **CORPORATION**. It is the specific intent of the parties to this agreement that this committee will be a peer review body to assure quality assurance within the meaning of Section 1157, et. seq., of the California Evidence Code.

#### **ARTICLE IV. CERTIFICATION AND TRAINING**

**Section 4.1.** **CORPORATION** shall be responsible for determining that the operation of the training programs at the Mobile Intensive Care Nursing, EMT-I, EMT-II, and EMT-P and other levels requiring local EMS agency approval are in compliance with the Act. **COUNTY** hereby designates the Medical Director of the **CORPORATION** as that physician who shall issue a certificate (except an EMT-P Certificate) and/or accreditation to an individual upon proof

of satisfactory completion of an approved training program and the passage of the examination of competence. The Medical Director of **CORPORATION** shall recertify and/or reaccredit personnel through the passage of an examination for competency at an interval specified by the Authority, according to requirements established by the Authority, and a determination that the individual is not precluded from recertification and/or reaccreditation because of any of the reasons listed in Section 1798.200 (Sections 1797.208 and 1797.210).

**Section 4.2.** **CORPORATION** shall establish a schedule of fees for administering the certification or accreditation process. It shall be the responsibility of **CORPORATION** to collect the fees and the **CORPORATION** may keep the fees. **CORPORATION** shall not, however, collect fees for the licensing of an EMT-P (Section 1797.212).

**Section 4.3.** **CORPORATION** may require additional training or qualifications which are greater than those provided in the Act as a condition precedent for certification within **COUNTY** in the advanced life support or limited advanced life support prehospital care system (Section 1797.214).

**Section 4.4.** **CORPORATION** may provide courses of instruction and training leading to certification and/or accreditation as an EMT-I, EMT-II, EMT-P, or authorized registered nurse. When such instruction and training are provided, a fee may be charged sufficient to defray the cost of such instruction and training. It shall be the responsibility of **CORPORATION** to collect the fees, which **CORPORATION** may keep. Such training shall be conducted pursuant to Section 1797.213 of the Act.

## ARTICLE V. TRIAGE AND TRANSFER

Section 5.1. **CORPORATION** may develop triage and transfer protocols to facilitate prompt delivery of patients to appropriate designated facilities within and without its area of jurisdiction based on the considerations set forth in Section 1798.170 as well as any other considerations **CORPORATION** deems appropriate.

Section 5.2. **CORPORATION** shall establish guidelines and standards for completion and operation of formal transfer agreements between hospitals with varying levels of care in the area of jurisdiction of **COUNTY** consistent with the provisions of the Act and other State statutes. **CORPORATION** shall solicit and consider public comment in drafting guidelines and standards. These guidelines shall include provision for suggested written agreements for the type of patient, necessary initial care treatments, requirements of intra-hospital care and associated logistics for transfer evaluation and monitoring of the patient (Section 1798.172).

Section 5.3. **CORPORATION** may authorize an advanced life support or limited advanced life support program which provides services utilizing EMT-II, EMT-P, or both, for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transfer while in the emergency department of a general acute care hospital until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital (Section 1797.218). Subject to the limitations contained in ARTICLE VI, Section 6.4, it shall be **COUNTY**'s sole responsibility to pay for all costs of any proceedings resulting from the

denial of an application or from the probation, suspension, or revocation of approval of any advanced life support or limited advance life support program described herein. COUNTY may, at its discretion, provide for its own attorney or an independently retained attorney to handle any said proceedings and to prepare for any said proceedings. In addition, COUNTY shall reimburse the CORPORATION for the CORPORATION'S actual costs in preparing for or participating in said proceedings. CORPORATION shall submit an itemized bill for said costs (including, but not limited to, staff time, attorneys' fees, postage, deposition costs, hearing or court costs, photocopying and travel) within 30 days of incurring these costs. COUNTY shall pay the bill within 30 days of receipt.

Section 5.4. Any alleged violations of CORPORATION'S transfer protocols, guidelines, or agreements shall be evaluated by the CORPORATION. If CORPORATION has concluded that a violation has occurred, it shall take whatever corrective action it deems appropriate within its jurisdiction, including referrals to the District Attorney under Sections 1798.206 and 1798.208, and shall notify COUNTY and the State Department of Health Services if it concludes that any violation of Sections 1317 to 1317.9a, inclusive, has occurred (Section 1798.205).

## ARTICLE VI. COMPENSATION

Section 6.1. Subject to the conditions contained in this Article, COUNTY shall pay to CORPORATION TWENTY-FOUR THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS AND 46/100 (\$24,224.46) as the fee for the basic LEMSA services to be rendered

pursuant to this agreement, due and payable within thirty (30) days of receipt of the statement for services, or by July 1<sup>st</sup>, 2010, whichever comes first.

**Section 6.2.** **CORPORATION** is a Regional Local EMS Agency. As a regional agency, **CORPORATION** receives supplemental funding from the State of California. This supplemental funding and the participation of the counties allow **CORPORATION** to maintain fees at a very low rate compared to the costs a single county would incur to operate its own LEMSA.

**Section 6.3.** In addition, in the event of any legal challenge to the establishment of exclusive operating area(s), **COUNTY** shall reimburse **CORPORATION** for **CORPORATION'S** costs in handling any such challenge. The cost shall include, but not be limited to, **CORPORATION** staff time, attorneys' fees and litigation costs, hearing fees, court costs, travel and associated expenses.

**Section 6.4.** Unless otherwise agreed in writing, **COUNTY'S** obligation to reimburse **CORPORATION** under Sections 2.09, 2.10 and 5.3 of this agreement shall not exceed a cumulative total of TWENTY THOUSAND DOLLARS (\$20,000) for each fiscal year this contract is in effect.

## ARTICLE VII. TERM AND INSURANCE

**Section 7.1.** The term of this agreement shall be for the period beginning July 1, 2010, and ending June 30, 2011. Provided, however, that if any proceedings are pending pursuant to Sections 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue

in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

**Section 7.2.** This agreement may be terminated by either party by giving at least sixty (60) days written notice.

**Section 7.3.** This agreement may be terminated on five (5) days notice should CORPORATION fail to maintain and provide in full force and effect during the period of this agreement a comprehensive liability policy which shall include bodily injury, automobile liability, and property damage coverage with the minimum limits of ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00) combined single limit. Prior to the effective date of this agreement, CORPORATION shall provide to COUNTY a copy of its certificate of insurance on the above-described policy. CORPORATION shall provide COUNTY with immediate notice of any insurance premium increase, which increase CORPORATION could not, or chooses not, to meet. If within thirty (30) days of this notice, the parties hereto have not satisfactorily resolved the insurance coverage problem, then this agreement shall terminate.

## ARTICLE VIII. GENERAL

**Section 8.1.** Each party hereto shall act independently and not as an agent or employee of the other. Each shall be responsible for the negligent or wrongful acts of its own officers, agents, and employees.

**Section 8.2.** This agreement may be amended at any time by the mutual written

agreement of the parties hereto.

**Section 8.3.** Any future legislation amending or adding to Health and Safety Code Sections 1797 et seq. and 1798 et seq. is not within the contemplation of the parties and may only be made a part of this agreement or amend this agreement upon mutual written agreement of the parties hereto.

Any future legislation, mandatory in nature, which may delegate additional responsibilities to a designated local EMS agency, will not be **CORPORATION'S** responsibility unless and until **CORPORATION** agrees, in writing, to accept said responsibility.

If, during the term of this agreement, any laws come into effect, by legislation, regulation or case law, which would add to the duties of **CORPORATION**, the parties to this agreement shall negotiate an appropriate adjustment in fees. This negotiation shall be completed within sixty (60) days of the effective date of the new law(s). During this negotiation period **CORPORATION** will make reasonable efforts to comply with the new law(s).

If during the term of this agreement, the State of California modifies funding to regional and multi-county agencies resulting in a reduction or elimination of funds received by **CORPORATION**, the parties shall renegotiate the terms of this **AGREEMENT**. This negotiation shall be completed within sixty (60) days of the date that the State of California notifies **CORPORATION** of a reduction or elimination of said funding.

**Section 8.4.** Nothing contained herein shall prevent **CORPORATION** from applying for grants and contracts for Federal, State, or private funds concerning emergency medical

services or related activities in the region served by CORPORATION (Section 1797.256).

Section 8.5. Any notice hereunder shall be provided by first class mail, return receipt requested, addressed as follows:

If to COUNTY:

Chairman, Board of Supervisors  
County of Plumas  
520 893 W. Main Street, Rm. 309  
Quincy, CA 95971

If to CORPORATION:

Chief Executive Officer  
Northern California EMS, Inc.  
43 Hilltop Drive  
Redding, CA 96003

[Signatures next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the  
6th day of July, 2010.

COUNTY OF PLUMAS

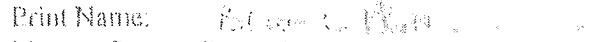
By:   
Print name:   
Chairman, Board of Supervisors

ATTACHED:

CLERK, DEPUTY

Board of Supervisors  
By:   
Print Name: 

APPROVED AS TO FORM:

  
Print Name:   
Plumas County Counsel

NORTHERN CALIFORNIA EMS, INC.

By:   
Dan Spiess  
Chief Executive Officer

6

**BOARD AGENDA REQUEST FORM**

Department: PLUMAS ARTS

Authorized Signature: Roxane Gallada

Board Meeting Date: June 16, 2015

Request for 15 minutes for presentation

Consent Agenda:  Yes  No

(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. Request for the annual Resolution designating Plumas Arts as the local arts planning and programming agency for Plumas County and authorizing a grant application to the California Arts Council (CAC) State-Local Partnership Program

B. Screening of the 3 minute Plumas Artisan Made video; an economic development project made possible by the CAC Creative California Communities program that was supported by the BOS

C. Update on programming and organizational efforts accompanied by a request for consideration for funding in the 2015-16 budget process ----- A 11:30AM AGENDA PLACEMENT IS REQUESTED SO THAT PLUMAS ARTS STAFF & BOARD MEMBERS CAN MAKE PLANS TO TAKE OFF WORK TO ATTEND

**Review by Necessary Departments:**

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

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

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**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:

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**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.**

Resolution No.

**Designating Plumas Arts (also known as) the Plumas County Arts Commission as the Local Cultural Planning Agency for Plumas County and authorizing an application to the California Arts Council State-Local Partnership Program**

WHEREAS, the California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural planning, partnering and decision making and to reach previously under-served constituents; and

WHEREAS, Plumas Arts has served Plumas County as the local arts planning, partnering and programming designee to California Arts Council State-Local Partnership Program with model partner exemplary programming and service since 1981; and

WHEREAS, Plumas Arts has continuously provided arts programs and services in all communities of Plumas County and to other cultural organizations to further the arts, community, economy and quality of life

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the board does hereby designate Plumas Arts to serve as Plumas County's local art planning and programming agency and authorizes the current application to the California Arts Council State-Local Partnership Program.

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 **16th of June 2015**, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

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Chairman, Board of Supervisors

ATTEST:

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County Clerk of said Board of Supervisors



June 5, 2015

Members of the Plumas County Board of Supervisors  
520 Main Street, Room 309  
Quincy, CA 95971

**Re: Resolution Designating the Plumas County Arts Commission (also known as Plumas Arts) as the Local Cultural Planning Agency for Plumas County and authorizing an application to the California Arts Council State-Local Partnership Program**

Since our inception in 1981, Plumas Arts has served as the Plumas County designee to the California Arts Council's State-Local Partnership Program. Each year with our application to that program, we are required to obtain your designation in that resolution of support.

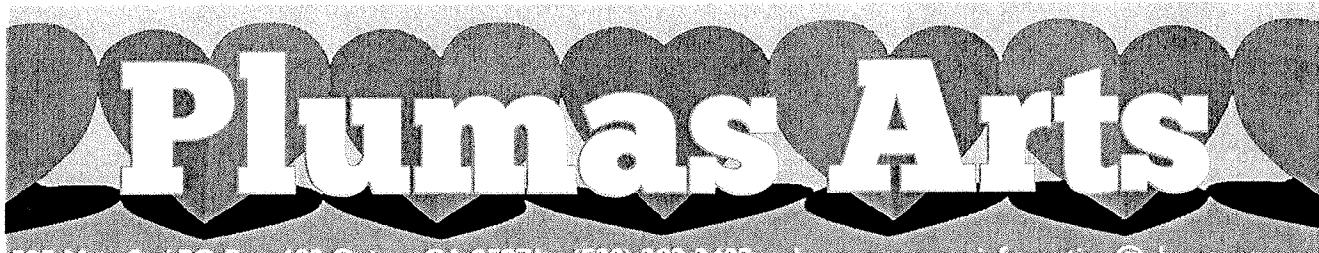
Your annual designation has named Plumas Arts as the arts planning, programming and partnering agency to represent Plumas County. We have served continuously in that capacity as one of the model county partners in that state program.

Approval of this resolution does not require an allocation of county funding. We respectfully request your unanimous approval of the attached Resolution.

Thank you for your time and support.

Sincerely,

Roxanne L. Valladao, Executive Director



393 Main St. / PO Box 4600 Quincy, CA 95371 • (530) 283-3402 • [plumasarts.org](http://plumasarts.org) • [information@plumasarts.org](mailto:information@plumasarts.org)

## 2015-16 PLUMAS COUNTY FUNDING REQUEST FOR PLUMAS ARTS

Plumas Arts respectfully requests a \$10,000 annual investment from the Contributions Budget for our ongoing and significant efforts that stimulate tourism, economic development and the quality of life that makes our county a desirable place to visit, relocate to, raise a family and live.

Plumas Arts is a 501c3 nonprofit established in 1981 with a mission to cultivate communities where local arts and culture flourish, feed the local economy and create an enviable quality of life. We serve under the authorization of the Board of Supervisors as our county's representative to the California Arts Council's (CAC) State Local Partnership Program where we are ranked in the very top sector of all county participants in the state and are considered exemplary in our local arts agency field statewide, regionally and locally. We are renowned at the state level and in the region for our resourcefulness, breadth of quality programming and community involvement. Our Executive Director serves as a consultant and peer mentor throughout the North State.

### DIVERSITY OF PROGRAMMING

Comprehensive information about the work of Plumas Arts is available on our website [plumasarts.org](http://plumasarts.org). To summarize... We facilitate arts education programs in all county schools, produce more events in the county— from Words & Music, to gallery openings, to major festivals concerts and events— than many other organizations combined. We also sponsor or support numerous other events producers and community groups. We curate a comprehensive countywide cultural events calendar and an online directory of local artists working in all genres. Plumas Arts also runs a first-rate gallery featuring work by local artists. We keep the only movie theatre and fixed-seat performing arts venue in the county open and showing movies and presenting community performances an average 5 days a week all year.

### EMPLOYMENT AND REVENUE GENERATION

We provide primary jobs for 6 persons and supplementary income for theatre employees, teaching and performing artists. The Plumas Arts Gallery sells the work of 60+ artists and artisan crafters. We pay tax on gallery sales. Employees and artists pay taxes on their earned income. Our many events bring out-of-county visitors that pay TOT taxes, eat and drink and shop in local businesses that pay more sales taxes. Concession sales at the movies are taxed. We are the owners and caretakers of 2 prominent historical buildings and businesses in downtown Quincy for which we pay property and business taxes; we purchase insurance, business services and supplies locally. Movies, openings, performances and events in these facilities generate crowds, excitement and traffic into restaurants and pubs.

### OUTSIDE-THE-BOX PARTNERSHIPS BUILDING A BRIGHTER PLUMAS

Plumas Arts brings together, and works among, creative thinkers to build a brighter future for us all. We interface with county schools, FRC, merchants groups, USFS, chambers of commerce, PSREC, community service groups, events producers and recently the public health agency, farmers and agricultural groups. These many long-term and evolving mutually beneficial nontraditional partnership relationships leverage opportunities for funding and programming beyond what any of us could provide on our own.

## STRATEGIC ORGANIZATIONAL CAPACITY HELPING ENTREPRENEURIAL EFFORTS

Plumas Arts is a highly visible, experienced and capable organization. We keep informed about, and positioned to seize, a multiplicity of opportunities— financial as well as artistic. We have grown a diversified funding base that **combines earned income, fundraising events, memberships, donations, grant funding, corporate sponsorship and public funding**, because we have learned— the hard way— that at any given time one or more of these sources can fail. So, we continue to work and to innovate a variety of baskets into which we can gather as many eggs as possible.

Plumas Arts is adept at leveraging relationships to bring grant funding to Plumas County to innovate creative entrepreneurial efforts that seek to help to navigate an often our challenging local economy. **We were recently top ranked among applicants statewide to be awarded a California Arts Council Creative California Communities grant to fund our PLUMAS ARTISAN MADE project.** The grant program called for projects to address economic development through the arts as it made sense in our county. Our branding, marketing and artisan made project will empower local artisans (from fine art to textiles food to body care products) to increase business skills and help them to reach a broader market. The last allocation of county funds was used as partial match for the grant and local government support increased our competitive in a grant pool where only 1 in 15 applications were funded.

We are fleet of foot to **help groups with compatible missions**. We have embraced the *Feather River Fine Arts Guild/ Art Around the Lake, A Few Brews & A Banjo* and (for many years) the *Association of Concerned Theatre-goers*: groups that support school-based art, drama and music programs. We have provided the *Portola City Lights Summer Concerts* and *Chester Winter Dances* with grant funding that we have passed on. We are now working with the Quincy Community Circus, *QUIRCUS*; umbrella the national *Listen to Your Mother* production (of which we are the smallest) and are fiscal agents for the *Quincy Merchants Group*.

## WIDE SPREAD MEMBERSHIP & COMMUNITY SUPPORT

Plumas Arts boasts one of the **largest and most diverse bases of member support in the county**. Hundreds of families, businesses, organizations and individuals cross over political, religious, geographic, social and economic boundaries to support the work we do. You can see this crossover community engagement at almost every event that we produce. This base gives our small but mighty organization the unique ability to coalesce and rally the community to action. Nowhere has this support been more evidenced that in our overwhelmingly successful efforts in the **redemption of the historic Capitol Arts Saloon** into a gallery, gift shop and gathering space and the unprecedented response to last year's **Save Our Town Hall Theatre/ Go Digital campaign**.

## IN CONCLUSION...

This modest requested investment of county funds will aid Plumas Arts in our active and ambitious pursuit of the work that we do so well are so well known for doing. The extraordinary return on that investment helps to keep Plumas County's enviable position as a cultural mecca; a position that feeds our local economy, attracts visitors, engages our residents and creates a quality of life that matches our thriving and vital community culture to the beauty of our natural environment.



7

## PLUMAS COUNTY PLANNING & BUILDING SERVICES

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

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

**Date:** 5 June 2015

**To:** Honorable Board of Supervisors

**From:** Rebecca Herrin, Senior Planner *[Signature]*

**Subject:** Public Hearing for Zoning Change: Jacob Vickrey

**Proposal to add the Farm Animal Combining Zone (F) to properties in Quincy-Retaining existing zoning classifications of 2-R (Single-Family Residential), 7-R (Single-Family Residential), C-2 (Periphery Commercial), MH (Manufactured Home), FP (Flood Plain), Special Plan Scenic Area (SP-ScA) and Special Plan Design Review Area (SP-DRA)**

**Location:** 796 Valley View Drive, 681 Main Street and 189 Crescent Street, Quincy, CA; Assessor Parcel Numbers 115-221-002, 115-011-004, and 115-011-039 (one legal property with three APNs); Township 24 North, Range 9 East, Sections 14, 15, MDM (Exhibit 1)

**General Plan:** Single-Family Residential, Commercial, Scenic Area, Design Review

**Planning Area:** Quincy/East Quincy

**Zoning:** 2-R (Single-Family Residential), 7-R (Single-Family Residential), C-2 (Periphery Commercial), MH (Manufactured Home), FP (Flood Plain), SP-ScR (Special Plan Scenic Area), and SP-DRA (Special Plan Design Review Area) (Exhibits 2 and 3)

**Supervisory District:** District 4- Supervisor Simpson

**Applicants:** Jacob Vickrey

**Owners:** Heirs of Alice Norton (David Adrian, Attorney, representing the estate)

### **RECOMMENDATION:**

Planning staff requests that the Board hold a public hearing on the proposed zone change, find that the project is exempt from the requirements of the California Environmental Quality Act (CEQA), making findings A through Q, approve the zoning change and waive the first reading of the ordinance.

### **BACKGROUND/DISCUSSION:**

As the application states:

*"With the exception of the small parcel (115-011-039, .36 ac. occupied by a house), this property has been in the Norton family for over 40 years and has been used to keep and raise livestock. The intended purchaser (applicant herein) intends to continue to use the property in the same manner. For some unknown reason this property was not initially zoned to permit agricultural use as it has been for at least as long as the Norton Family has owned this land. Thus there will be no significant change in the actual use of this property by the new owner."*

Although the original files are not available, this property was most likely designated as residential due to its close proximity to services and other single-family residential properties. There may have been public concerns with designating the

property as Agriculture. However, with this proposal, the underlying designations will remain the same and the keeping of horses can be allowed through the application of the Farm Animal Combining zone.

The Board, in recent years, has approved at least four similar zoning changes.

Notice of the application was sent to Environmental Health, the Agricultural Commissioner and Supervisor Simpson, as well as all neighbors who own property within 300 feet of the exterior boundary of the property.

Tim Gibson, Agricultural Commissioner, responded in support of the proposed zoning change. The Department of Environmental Health had no concerns, and the applicable Plumas County Codes regarding waste, flies and sanitation will be followed.

Mailed and published notice has been provided as per code. County Counsel has previously reviewed and approved an identical ordinance as to form.

An application was received on November 21, 2014 (Exhibit 4). Staff had questions of the applicant about fencing and use of various areas. There are some wet areas but existing fencing will allow these areas to be fenced off if necessary.

The current county zoning code allows small and large animal husbandry in several ways. Residential properties that are zoned for three acre or greater, such as the 3-acre, 10-acre and 20-acre per dwelling unit zoning codes of S-3 (Secondary Suburban), R-10 (Rural) and R-20 (Rural), allow large animal husbandry as do all the Agricultural, Timber and Mining zones. Animal husbandry is not allowed in Single-Family Residential zones unless a 4-H project.

Small animal husbandry is defined in code as "the care and raising of hoofless livestock for the personal use of residents of the property and 4-H market projects".

Large animal husbandry is defined in code as "the care and raising of hoofed livestock for the personal use of residents of the property, 4-H market and breeding projects, except horses, cows, and pigs and the care of horses, cows, and pigs at the ratio of two (2) animals with their young (one year old or less) for the first acre of property and one additional animal for each additional one-half (1/2) acre. Horses, cows or pigs may not be kept on parcels smaller than one acre".

The other method of allowing small and large animal husbandry on property is through the addition of the Farm Animal Combining Zone (see attached as Exhibit 6). This combining zone allows large animal husbandry, as well as small animal husbandry.

#### **ATTACHMENTS:**

1. Location map
2. Zoning map (2-R, 3-R, C-2)
3. FEMA Flood Hazard area overlay map
4. Application for zoning change from Jacob Vickrey and Heirs of Alice Norton.
5. Memo received from Tim Gibson, Agricultural Commissioner
6. Title 9, Chapter 2, Article 40: Farm Animal Combining Zone (F)
7. Proposed ordinance enacting zoning change
8. Photos of site and surrounding areas

#### **ACTIONS FOR CONSIDERATION:**

Staff recommends that the Board of Supervisors

**I. Hold a public hearing on the proposed zoning change.**

**II. Find that the project is exempt from the California Environmental Quality Act under CEQA Guidelines Section 15061(b)(3) as the initial study review did not reveal any potentially significant impacts, subject to the following findings (A through Q).**

**A. Aesthetics**

The proposed use is the same as the current use; keeping and pasturing of livestock (horses). No additional lighting facilities are proposed.

**B. Biological Resources**

The use permitted by the zoning change will be the same as the current use. The Agricultural Commissioner has indicated that the site is well suited for pasture, as it is rich bottom land soil, occasionally floods, and also provides habitat for Sandhill cranes. The horses can be fenced off from nesting cranes or geese, if necessary.

The site is located directly adjacent to Dellinger's Pond, which is designated as Open Space-Significant Wetlands in the Plumas County General Plan. Pasturing of livestock is not incompatible with the pond's wildlife habitat.

**C. Greenhouse Gas Emissions**

There will be no impact to greenhouse gas emissions from the project.

**D. Land Use/Planning**

The project involves a change in Land Use, however, it will bring the current use of the property into compliance with zoning.

**E. Population/Housing**

The project does not propose to add housing units

**F. Transportation/Traffic**

The project does not propose a change to transportation or traffic.

**G. Agriculture and Forestry Resources**

The Agricultural Commissioner has indicated that the site is well suited for pasture, as it is rich bottom land soil, and occasionally floods. There are no significant timber resources on site.

**H. Cultural Resources**

It is highly unlikely that there are cultural resources that will be significantly impacted by this use of a previously disturbed site. The old house on the property is not proposed to be demolished, but will be rehabilitated for use in the future.

**I. Hazards and Hazardous Materials**

The project does not propose uses that involve hazards or the use of hazardous materials.

**J. Mineral Resources**

The project does not contain mineral resources.

**K. Public Services**

The Norton Well, utilized by the Quincy Community Services District, lies adjacent to the northeast corner of the property. Horses should be kept at least 100 feet from the well as per code requirements. There are easements that are located along the road on the north side of the property but will not be impacted by this project.

**L. Utilities/Service Systems**

Electrical power, water and sewage disposal are available to the site. The project has no potential to impact utility and service systems.

**M. Air Quality**

There are no impacts to air quality from this project. Any odor concerns will be addressed through the requirements of the Plumas County Code.

**N. Geology/Soils**

This site has not been shown to exhibit sensitive soils or geologic hazards. No permanent structures are proposed and no exposure of persons to geologic hazards will result from the implementation of the project.

**O. Hydrology/Water Quality**

With application of proper manure management procedures and compliance with Plumas County Code provisions, it is highly unlikely that there will be significant adverse impacts to water quality. No structures are proposed, so there will be no exposure of people to flood hazards.

**P. Noise**

It is highly unlikely that the pasturing of livestock will create any significant noise impacts to adjacent residences.

**Q. Recreation**

This project has no potential to impact recreation facilities or resources.

**III. If the Board chooses to approve the zoning change, waive the first reading of the ordinance enacting the zoning change. County Counsel has previously approved an identical ordinance as to form (see attached as Exhibit 7).**

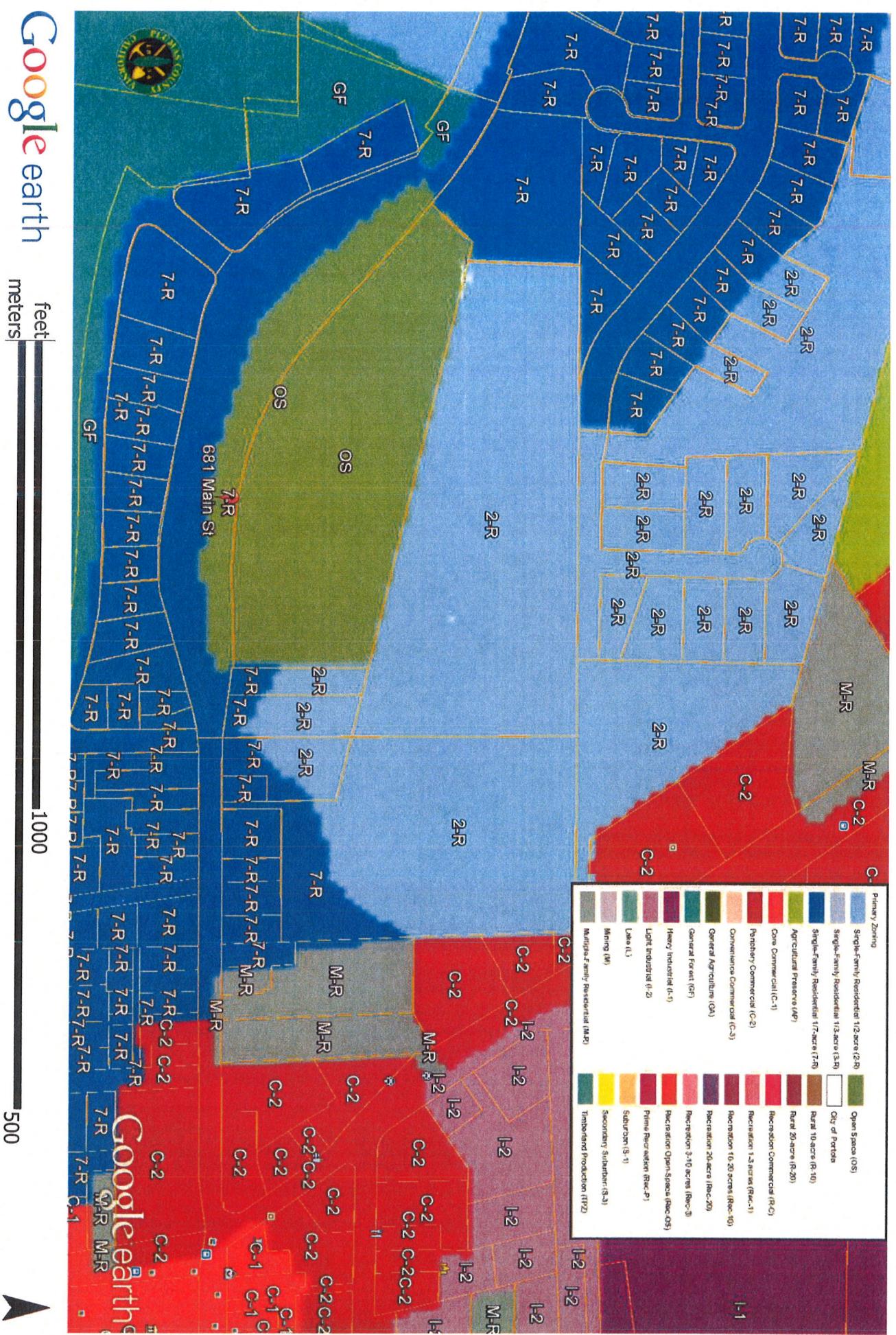


## EXHIBIT 1A





## EXHIBIT IC



## EXHIBIT 2

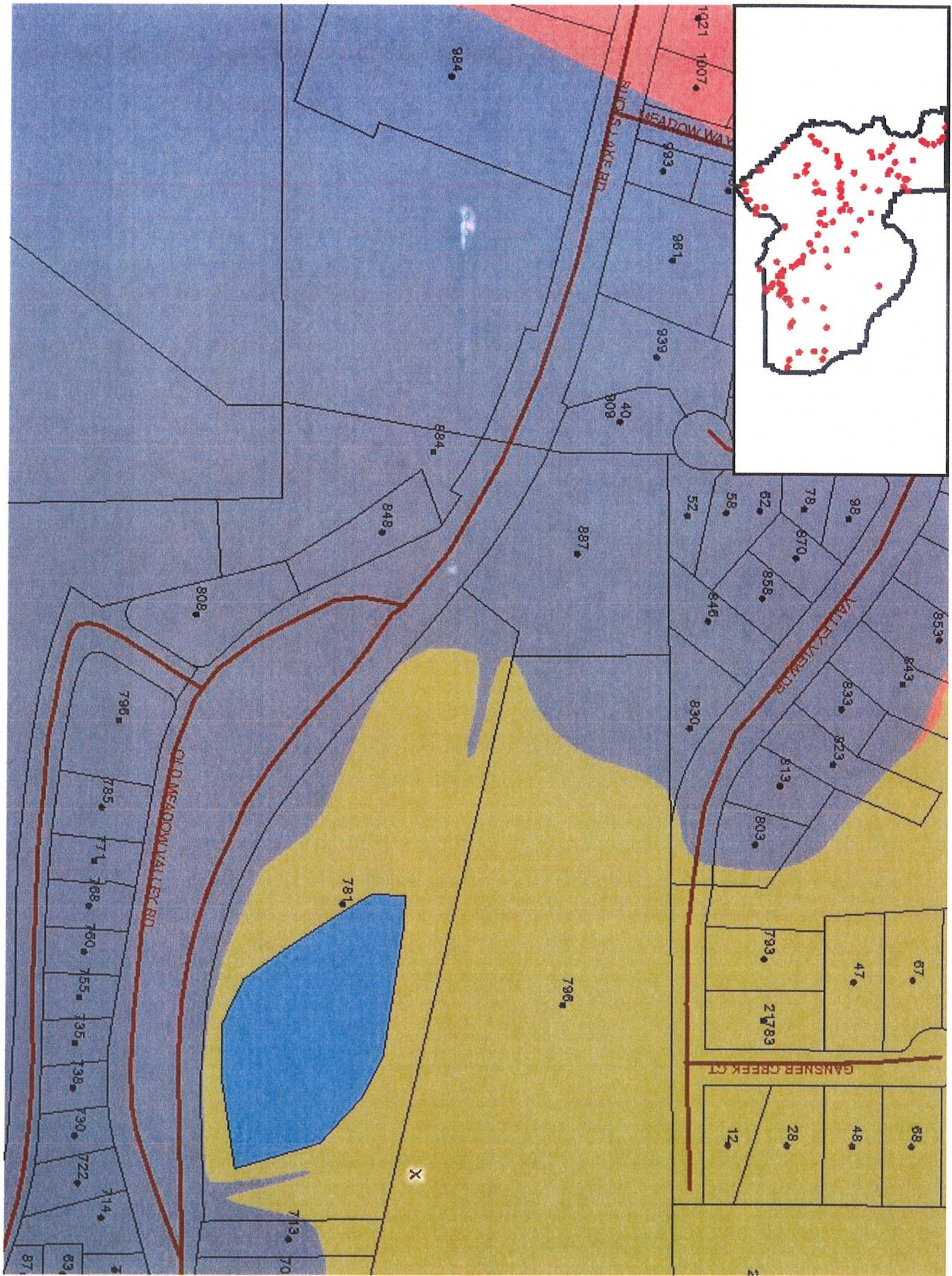


EXHIBIT 3

DEPARTMENTAL USE ONLY  
Initial Completeness Verified by \_\_\_\_\_  
Date Rec'd 11/21/14  
Receipt No. \$ 59716 \$ 1,314.00  
File No. ZC 11-14715-02

ZONE CHANGE

Instructions to applicant (s):

1. Complete the form and mail or take to: Planning & Building Services  
555 Main Street  
Quincy, CA 95971
2. Pay the filing fee set forth in the fee schedule (attached).
3. Make the check payable to Planning & Building Services.

APPLICATION FOR:

ZONE CHANGE

Petition by property owner, or  
 Resolution of intention requested  
 PURCHASER of subject property

**A. Applicant (s)**

Name Jacob Vickery Vickrey

Mailing Address P.O. BOX 1161, Quincy, CA 95971

Telephone 530/283-0264

**B. Owner (s)**

Name Heirs of Alice Norton – See Exhibit A

Mailing Address P.O. Box 809, Quincy, CA 95971

Telephone 530/283-2090

**C. Property**

Street Address Assessor Parcel Numbers: 115-221-002; 115-011-004; 115-011-39

Nearest Town Quincy, CA.

Assessor's Parcel Number(s) 115-221-002 (10acre); 115-011-004 (6.88acre); 115-011-39(.36acre)

**D. Applicants Interest in Property**

OWNER

OWNER'S AGENT

OTHER (Specify) Purchaser, subject to zone change

EXHIBIT 4

Use additional sheets of paper as necessary to complete the information requested.

**EXISTING ZONING:**

115-221-002 =2-R, MH, FP, SP-SLA; 115-011-004 =2-R,7-R,MH,FP,SP-DRA;  
115-011-039=C-2,SP-DRA

**PROPOSED ZONING:**

Retain existing zoning and add: Farm Animal Combining Zone F, allowing  
Animal husbandry

---

**REASON FOR REQUEST:**

Allow farm animals to be kept on the land as it has been used historically.

---

**SUPPORTING INFORMATION:**

With the exception of the small parcel (115-011-039, .36ac. occupied by a house), this property has been in the Norton Family for over 40 years and has been used to keep and raise livestock. The intended purchaser (applicant herein) intends to continue to use the property in the same manner. For some unknown reason this property was not initially zoned to permit agricultural use as it has been for at least as long as the Norton Family has owned this land. Thus there will be no significant change in the actual use of this property by the new owner.

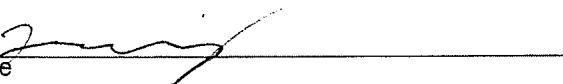
If this application for a General Plan Amendment within the Sierra Valley Groundwater Management District, attach a groundwater supply evaluation which meets the standards of that district.

**CERTIFICATE AND WAIVER**

I, the applicant, 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 herein; and I, as an owner of the property affected by this amendment, petition for this amendment.

Date: November 18, 2014

Signature



# Andrew and Alice Norton Heirs

1/6=16.667

1. Alta Louise Norton Soule / Deceased / 31 May 1919-26 Apr 2004 (No Will) (1/6=16.667 / 5= 3.333% )
  - 1a. Andy (JR) Thompson / Deceased / 25 Jun 1939-23 Jun 2012 (No Will) (3.333% )
    - 1a1. Cathy Lynn Thompson Minichino, 3 Oct 1963, 3.333/2= 1.666%
 

128 Spithead Rd, Waterford, CT 06385, (860) 437-8319
    - 1a2. Raymond Charles Thompson, 25 May 1966, 3.333/2= 1.666%
 

21633 N. Malin Rd., Malin, OR 97632 (541) 723-2023
  - 1b. William Charles Thompson / Deceased / 20 Sep 1942-29 Dec 2008 (Has Will/Trust) (3.333% )
    - 1b1. Connie Thompson Darr, 6 Aug 1943 (Inherited by Will), 3.333%
 

9343 E Stockton Blvd, Elk Grove, CA 95624 (916) 205-0102
  - 1c. Fern Louise Thompson Wise, 25 Dec 1943 3.333%
 

1024 N. W. 2<sup>nd</sup> Ave, Hillsboro OR 97124 (503) 332-44491
  - 1d. Fredrick Luthor Thompson, 12 Apr 1945 3.333%
 

5525 48<sup>th</sup> Ave, Sacramento, CA 95823 (916) 392-7445
  - 1e. Terry Lee Soule, 26 Mar 1963 3.333%
 

PO Box 861, Plymouth, CA 95669 (916) 826-0316
2. Alroy A. Norton / Deceased / 5 Feb 1921-30 May 2004 (No issue) (0% )
3. Josephine Alice Norton Darr / Deceased / 18 Apr 1922-27 Apr 2009 (No Will) (1/6=16.667 / 5= 3.333% )
  - 3a. Joel Aaron Darr, 24 Jun 1941 3.333%
 

421 Vagabond Ct., Reno, NV 89506, (775) 677-2471
  - 3b. Dena Laverne Darr Henry, 29 Aug 1942 3.333%
 

507 N. 19<sup>th</sup> Ave #98, Cornelius, OR 97113 (503) 319-7836
  - 3c. Diana Lorraine Darr Evy, 29 Aug 1942 3.333%
 

1384-A N. Fremont St., Cornelius, OR 97113
  - 3d. Thomas Arthur Darr, 7 August 1945 3.333%
 

9343 E Stockton Blvd, Elk Grove, CA 95624, (916) 520-5526
  - 3e. Danny Ray Darr, 9 Aug 1946 3.333%
 

195 E. 8<sup>th</sup> Ave., Sun Valley, NV 89433, (775) 673-8001
4. Cora Elaine Norton / Deceased / 24 Jan 1928-28 Sep 2011 (1/6=16.667 / 6= 2.778% )
  - 4a. Edward Eugene Small, 23 Dec 1947 2.778%
 

Wilma 1493 D Ave., Dwight KS 66849 (785) 482-3518
  - 4b. Wilma Rae Small Reed, 17 Dec 1949 2.778%
 

227 Emigrant Way, Fernley, NV 89408 (775) 835-8167
  - 4c. Willard Vaughn Small Jr., 14 Jan 1951 2.778%
 

PO Box 683, Ogden, KS 66517-0683
  - 4d. Sidney Marvin Small, 6 May 1954 2.778%
 

PO Box 353, Iron Gate, Va. 24448 (540) 862-0258
  - 4e. Betty E. Small Rusch, 20 Mar 1959 2.778%
 

Trellis 443 Grillis Dr., Fernley, NV 89408 (775) 835-3013
  - 4f. Rocklan D. Panero, (wife Charlene) 24 Apr 1964 2.778%
 

18380 Lazy Lane. Penn Valley, CA 95946
5. Andree June Norton Clark, 17 Jun 1930 16.667%
 

2151 Elm St. Chico, CA 95928 (530) 345-3939
6. Daniel Lee Norton / Deceased / 11 Sep 1932-14 Nov 1995 (1/6=16.667 / 3=5.556% )
  - \*\*\*6a. Daniel Lee Norton Jr., 15 Jul 1959 5.556%
 

North Dakota
  - \*\*\*6b. Dennis L. Norton, 17 Dec 1962 5.556%
 

Oroville, Ca
  - 6c. Patricia Ann Norton, 25 Jul 1970 5.556%
 

2908 Gawthorne Ave, Oroville, CA 95966-7103 (530) 693-8860
7. Dorothy Laverne Norton Waters, 3 Sep 1936 (530) 906-1422 16.667%
 

11436 Brook Lane, Truckee, CA 96161 PO Box 963, Truckee, CA 96160 (530) 587-3456

**EXHIBIT A**

ENDORSED

MAY 10 1988

ILA DIGGS, County Clerk

DEBORAH HUFFMAN Deputy

7416

RECORDED AT REQUEST OF  
ATTORNEYS

MAY 17 1988

AT 40 MIN. PAST 1  
VOL 480 PAGE 395  
Official RecordsPLUMAS CO., CA. RECORDS  
ILA DIGGS, RECORDER  
FEE \$15.00

1 DAVID L. ADRIAN

2 ATTORNEY AT LAW

3 514 JACKSON STREET

4 P. O. BOX 669

5 QUINCY, CA 95971

6 (916) 283-2090

5 Attorney for DOROTHY L. WATERS

## 7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 FOR THE COUNTY OF PLUMAS

10 In the Matter of the Estate of No. 5080

11 ALICE KATE NORTON, also known JUDGMENT OF FINAL  
12 as ALICE K. NORTON and ALICE DISTRIBUTION ON WAIVER  
13 NORTON, OF ACCOUNTING.

14 Deceased.

15 DOROTHY L. WATERS, as Executor of the will of ALICE KATE  
16 NORTON, deceased, having filed her Waiver of Accounting and  
17 Petition of Executor for Final Distribution, and the report  
18 and petition coming on this 9th day of May, 1988, regularly  
19 for hearing, the HONORABLE STANLEY C. YOUNG, Presiding, the  
20 Court finds:

21 Notice of hearing of the petition has been regularly  
22 given as prescribed by law.

23 All acts and transactions of the executor of the will of  
24 ALICE KATE NORTON, deceased, during the period of the report  
25 are truly shown and should be approved, and all allegations of  
26 the petition for its settlement and for final distribution are  
true.

1           There are no personal property taxes due or payable by  
2           the estate.

3           The estimated expenses of closing the estate are \$40.00,  
4           and the administrator is authorized to pay her attorney that  
5           sum.

6           The estate consists entirely of the separate property of  
7           the decedent.

8           Distribution should be ordered as prayed for.

9           IT IS ORDERED and adjudged that:

10          1. The administration of the estate is brought to a  
11          close without the requirement of an accounting;

12          2. The executor of the will of ALICE KATE NORTON,  
13          deceased, has in her possession belonging to the estate a  
14          balance at the appraised value of \$100,000.00;

15          3. All acts and transactions of the executor of the  
16          will of ALICE KATE NORTON, deceased, relating to the matters  
17          set forth in the waiver and petition are confirmed and  
18          approved;

19          4. The executor is authorized and directed to pay to  
20          herself \$8,150.00 as statutory commission for services  
21          rendered in administering this estate, and to pay DAVID L.  
22          ADRIAN, her attorney, \$3,150.00, as statutory fees for  
23          services rendered in the administration of this estate, plus  
24          all expenses of administration, including closing costs;

25          5. Notice of death has been given as required by law;

26          6. No California or federal estate taxes are due and

DAVID L. ADRIAN  
ATTORNEY AT LAW  
814 JACKSON STREET  
P. O. BOX 808  
QUINCY, CA 95971  
(530) 283-2090

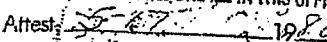
1 Said Triangular parcel commencing at the Northwest  
2 corner of the above described property and running  
3 thence due South 60.00 feet to the center of an  
4 existing ditch; thence North 48° 46' East along the  
5 center line of said ditch 91.03 feet to a point on  
the North boundary of said above described property;  
thence due West 68.46 feet along said boundary to the  
point of beginning.

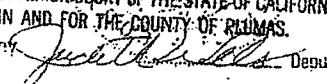
6 (The above two described parcels comprising one  
7 undivided parcel of land, Assessor Parcel No.  
115-011-39. 

8 PARCEL THREE: BEGINNING at a point located on the  
9 Northerly boundary of Main Street, in the Town of  
10 Quincy, said County of Plumas, located East 1156.9  
11 feet from the Southwest corner of Lot 1, of Block 2  
12 of said Town, as said lot and block are delineated on  
13 the Official Plat of said townsite, on file as of  
14 record in the office of the County Recorder of said  
15 County of Plumas, and running thence North a distance  
16 of 245.22 feet to a point; thence North 77° 05' West  
a distance of 1280.45 feet to a point; thence North a  
distance of 279.74 feet to a point; thence South 89°  
30' East a distance of 1569.05 feet to a point;  
thence South a distance of 667.49 feet to a point;  
thence West a distance of 305.00 feet to a point;  
thence South a distance of 130.0 feet to a point on  
the Northerly boundary of Main Street; thence West a  
distance of 16 feet along said boundary of Main  
Street to the point of beginning.

17 The above described parcel of land is situate in the  
18 SW 1/4 of Section 14, and the SE 1/4 of Section 15,  
19 Township 24 North, Range 9 East, M.D.M., Plumas  
County, California, and contains 16.94 acres, more or  
less. 

20 Assessor Parcel Nos. 115-01-04 and 115-221-02

21  
22  
23 THE FOREGOING INSTRUMENT IS A CORRECT  
24 COPY OF THE ORIGINAL ON FILE IN THIS OFFICE  
Attest: 

25   
26 ILA DIGGS  
COUNTY CLERK AND EX-OFFICIO CLERK OF THE  
SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF PLUMAS.

DAVID L. ADRIAN  
ATTORNEY AT LAW  
814 JACKSON STREET  
P. O. BOX 808  
QUINCY, CA 96271  
(510) 283-2080

ENTERED May 11 1988  
ORDERS - PROBATE  
BOOK 28 PAGE 24



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

# Plumas-Sierra Counties

## Department of Agriculture



### Agriculture Commissioner Sealer of Weights and Measures

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

December 9, 2014

TO: Rebecca Herrin  
Senior Planner

FROM: Tim Gibson  
Agricultural Commissioner

RE: Preliminary Review & Consultation  
Zone Change  
Jacob Vickrey, Applicant  
Heirs of Alice Norton, property owners  
ZC 11-14/15-02

**RECEIVED**  
**DEC 12 2014**

PC Planning + Building

I support the proposed zoning change to include Farm Animal Combining Zone (F) to the involved parcels. The parcel is well suited for pasture, as it is rich bottom land soil, occasionally floods, and also provides habitat for Sandhill Cranes.

A handwritten signature in blue ink that reads "Tim W. Gibson".

Tim Gibson  
Agricultural Commissioner  
Plumas/Sierra Counties  
208 Fairgrounds Road  
Quincy, CA 95971

EXHIBIT 5

**Guidelines.** The existing guidelines shall be applicable until amended. New guidelines or requirements shall be drafted by the Committee and adopted by the Board.

(g) **Appeals.** Decisions of the Committee may be appealed as set forth in Article 10 of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-766, eff. October 31, 1991, and § 2, Ord. 92-789, eff. August 13, 1992)

#### **Article 38. Manufactured Home Combining Zone (MH)**

##### **Sec. 9-2.3801. Purpose (MH).**

The purpose of the Manufactured Home Combining Zone (MH) is to provide for the installation of manufactured homes and commercial coaches on support systems.

(§ 3, Ord. 84-593, eff. January 3, 1985; as amended by Exh. A, § 12, Ord. 99-924, eff. Nov. 11, 1999)

##### **Sec. 9-2.3802. Uses (MH).**

(a) The following uses shall be permitted in the Manufactured Home Combining Zone (MH):

- (1) Manufactured homes and commercial coaches may be installed on support systems, subject to the provisions of the zone with which the Manufactured Home Combining Zone (MH) is combined.
- (2) The undersides of manufactured homes and commercial coaches shall be paneled or obscured around the periphery with decks or landscape plantings.

(§ 3, Ord. 84-593, eff. January 3, 1985; as amended by Exh. A, § 12, Ord. 99-924, eff. Nov. 11, 1999)

#### **Article 39. Business Exclusion Combining Zone (BX)**

##### **Sec. 9-2.3901. Purpose (BX).**

The purpose of the Business Exclusion Combining Zone (BX) is to preclude or exclude businesses.

(§ 3, Ord. 84-593, eff. January 3, 1985)

##### **Sec. 9-2.3902. Uses (BX).**

(a) The following uses shall be permitted in the Business Exclusion Combining Zone (BX):

- (1) The use of land, dwelling units, or appurtenant structures shall be permitted for dwelling and dwelling appurtenant uses only, except for:
- (2) Child day care homes, limited child day care homes, limited home businesses and limited residential community care facilities.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 28, Ord. 86-623, eff. February 6, 1986, and § 1, Ord. 89-717, eff. October 5, 1989)

#### **Article 40. Farm Animal Combining Zone (F)**

##### **Sec. 9-2.4001. Purpose (F).**

The purpose of the Farm Animal Combining Zone (F) is to provide for animal husbandry.

(§ 3, Ord. 84-593, eff. January 3, 1985)

##### **Sec. 9-2.4002. Uses (F).**

(a) The following uses shall be permitted in the Farm Animal Combining Zone (F):

- (1) Small animal husbandry; and
- (2) Large animal husbandry.

(§ 3, Ord. 84-593, eff. January 3, 1985)

ORDINANCE NO. 2015-

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
REZONING CERTAIN REAL PROPERTY TO ADD THE FARM ANIMAL COMBINING ZONE (F)

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

**Section 1. Creation of Zone.**

The following real property, as depicted in Exhibit "A", is hereby rezoned to add the Farm Animal Combining Zone (F) as the terms are described in the Plumas County Code, retaining the 2-R and 7-R (Single-Family Residential), C-2 (Periphery Commercial), MH (Manufactured Home), FP (Flood Plain), SP-ScA (Special Plan Scenic Area), and Special Plan Design Review Area (Special Plan Design Review Area as currently exist.

The real properties herein described are located at 796 Valley View Drive, 681 Main Street, and 189 Crescent Street, Quincy, unincorporated Plumas County, CA; more particularly described as Assessor's Parcel Numbers 115-221-002, 115-011-004 and 115-011-039; T24N/R9E/Sections 14, 15, MDM.

**Section 2. Zoning Plan Maps.**

The Plumas County Planning Director is hereby directed to reflect the zoning as provided for in this ordinance and pursuant to Section 9-2.302 of the Plumas County Code.

**Section 3. Codification.**

No sections of this ordinance shall be codified.

**Section 4. Publication.**

This ordinance shall be published, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the *Feather River Bulletin*, a newspaper of general circulation in the County of Plumas.

**Section 5. Effective Date.**

This ordinance shall become effective thirty (30) days from the date of final passage.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 16th day of June, 2015, and passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by the following vote:

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

---

Chairman, Board of Supervisors

ATTEST:

---

Clerk of said Board of Supervisors

Google earth

feet  
meters



EXHIBIT A

8c

**RESOLUTION NO. 15 -**

**A RESOLUTION ADOPTING THE RECOMMENDED BUDGET FOR PLUMAS COUNTY AND THE DEPENDENT SPECIAL DISTRICTS THEREIN FOR FISCAL YEAR 2015-2016, IN ACCORDANCE WITH GOVERNMENT CODE §29064**

**WHEREAS**, the Recommended Budget for FY 2015-2016 for Plumas County was prepared and distributed according to law, and a copy of the Proposed Budget is on file with the Clerk of the Board; and

**WHEREAS**, the Board of Supervisors now seeks to adopt the Recommended Budget in accordance with Government Code §29000 et. seq., and adopt recommended budgets for Special District for which the Board of Supervisors is the governing board.

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

1. The recommended budget has been modified as the result of meeting with departments in order to constitute the Recommended Budget for FY 2015-2016 for Plumas County and those Special Districts governed by the Board of Supervisors.
2. A copy of the Recommended Budget shall be filed with the Clerk of the Board.
3. All Capital Improvement Projects and Fixed Asset Purchases in the General Fund are frozen until final adoption of the FY 2015-2016 Budget or until individually approved by the Board of Supervisors.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a special meeting of said Board held on the 16th day of June, 2015 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

Kevin Goss, Chair, Board of Supervisors

**ATTEST:**

---

---

Nancy DaForno,  
Executive Clerk/Board of Supervisors