

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF MAY 03, 2016 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**

- 1) Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Mohawk Valley Events Committee: Annual Fourth of July activities in and around Graeagle)
- 2) Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit Eastern Plumas Chamber of Commerce: MultiSport Events for July – September 2016 in and around Graeagle)
- 3) Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (White Sulphur Springs Ranch/Mohawk Valley Stewardship Council: Annual Summerfest #8, June 26, 2016)

#### **B) SHERIFF**

Approve and authorize the Chair to sign contract between County of Plumas and Little Norway Marine Service of \$20,000 for service to Sheriff's boats; approved as to form by County Counsel

#### **C) AGRICULTURE/WEIGHTS & MEASURES**

Approve and authorize the Chair to sign agreement between County of Plumas and USDA of \$68,415 for FY 16-17 Wildlife Services; approved as to form by County Counsel

#### **D) CLERK OF THE BOARD**

Approve Board minutes for April 2016

#### **E) FARM ADVISOR**

Approve and authorize the Chair to sign Amendment No. 2 to agreement between County of Plumas and Regents of the University of California; approved as to form by County Counsel

## 2. **DEPARTMENTAL MATTERS**

### A) **ENVIRONMENTAL HEALTH** – Jerry Sipe

Adopt **RESOLUTION** authorizing Submittal of the Onsite Wastewater Local Agency Management Plan to the Central Valley Regional Water Quality Control Board. **Roll call vote**

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

- 1) Approve supplemental budget transfer of \$5,000 for capital improvement planning in the Department of Social Services (additional offices); discussion and possible action
- 2) Authorize the Department of Social Services to recruit and fill vacant 1.0 FTE Employment and Training Worker I/II position; discussion and possible action
- 3) Authorize the Department of Social Services to recruit and fill vacant 1.0 FTE Office Assistant I/II position; discussion and possible action

### C) **PROBATION** – Doug Carver

- 1) Authorize the Probation Department to recruit and fill vacant 1.0 FTE Supervising Probation Officer position; discussion and possible action
- 2) Approve budget transfer of \$18,000 from Regular Wages-20400/51000 to Other Wages-20400/51020 for Acting Chief Probation Officer wages; discussion and possible action

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

Authorize the Department of Public Works to recruit and fill vacant 1.0 FTE Public Works Maintenance Worker I/II position, LaPorte District; discussion and possible action

### E) **ENGINEERING** – Robert Perreault

Approve Final Map and other supporting documents for the Graeagle Subdivision, Unit 9 (APN 130-150-013); authorize the Chair to sign the Subdivision Agreement; and accept the “Irrevocable Letter of Credit” issued by Plumas Bank of \$525,000 as security for the recordation of the Final Map; approved as to form by County Counsel; discussion and possible action

### F) **SHERIFF** – Greg Hagwood

Authorize the Sheriff to purchase equipment for 911 related dispatch upgrades through the TD-288 reimbursement process of the California Governor’s Office of Emergency Services; and approve related supplemental budget of \$41,933; and authorize the Sheriff to purchase additional dispatch furniture from sole source vendor (WriteLine); discussion and possible action

## 3. **BOARD OF SUPERVISORS**

A. Appropriate \$60,232.38 (Last Chance II Project - \$39,377.93; Quincy Wetlands Project - \$20,854.45) from the General Fund Contingency for Proposition 50 Grant 10% retention due to Plumas Corporation (Upper Feather River Watershed and Water Quality Improvement Project). **Four/fifths required roll call vote**

B. Authorize the Chair to sign a letter to Assemblymember Mike Gatto in opposition to AB 2395 (Low) regarding traditional home phone service; discussion and possible action

C. Approve and authorize the Chair to sign Employment Agreement between County of Plumas and Nancy Selvage as Human Resources Director effective May 03, 2016; discussion and possible action

D. Correspondence

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

F. **Appointments**

### **FIRST 5 PLUMAS**

Appoint Christine Crawford to the First 5 Plumas County Children and Families Commission

### **PLUMAS-SIERRA COUNTY FAIR BOARD**

Appoint Kara Cardona to the Plumas-Sierra County Fair Board of Directors representing District 3

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

**4. CLOSED SESSION**

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

- A. Personnel: Public employee appointment or employment – Behavioral Health Director
- B. Personnel: Public employee performance evaluation – County Librarian
- C. Conference with Legal Counsel: Claim Against the County filed by David G. Knott on December 28, 2015
- D. Conference with Legal Counsel: Existing Litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Amy Granat, et al., Plaintiffs, v. United States Department of Agriculture, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:15-cv-00605 MCE-DAD (Plumas National Forest Travel Management Plan)
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, May 10, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California.



# BOARD OF SUPERVISORS

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



May 03, 2016

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request**  
**MOHAWK VALLEY STEWARDSHIP COUNCIL/WHITE SULPHUR**  
**SPRINGS RANCH**  
Summerfest #8 Annual Fundraiser: White Sulphur Springs Ranch, June  
26, 2016, Clio, CA

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

Sincerely,

Sharon Thrall, Chair

Cc: Plumas County Director of Public Works



**Board of Supervisors, Plumas County**

**April 22, 2016**

**Nancy DaForno:**

**Jeff Engle said I should get in touch with you directly to get the Mohawk Valley Stewardship Council / White Sulphur Springs Ranch on the Board of Supervisors agenda regarding the Encroachment Permit.**

**MVSC / WSSR is having their fund raiser, Summerfest #8, and need to have Board approval for the Caltrans Encroachment permit.**

**White Sulphur Springs Ranch, 2200 Hwy 89, Clio, CA 96106**

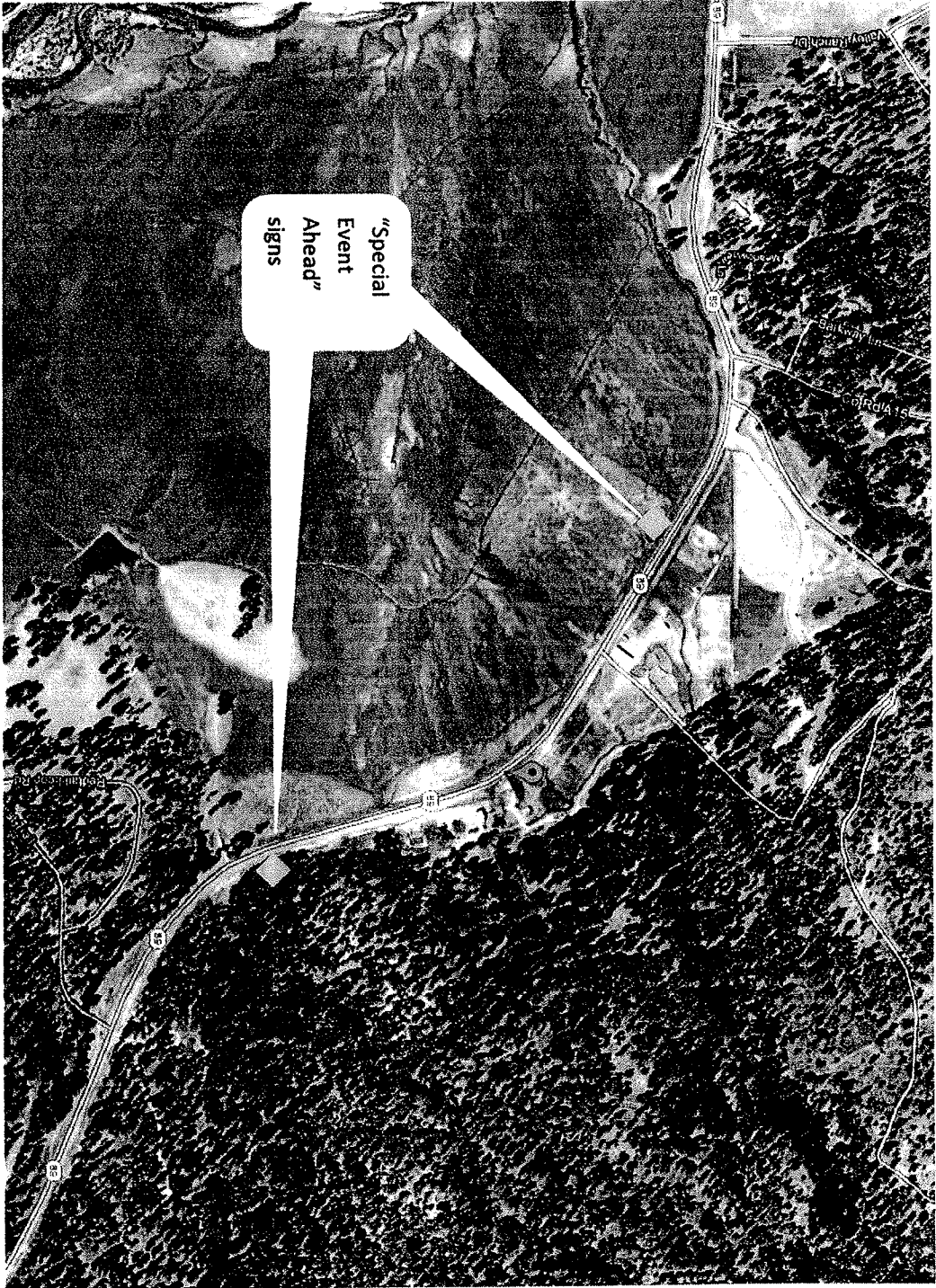
**Date: June 26th, 2016**

**Time: Gates open at 3:00pm, music starts at 4:00pm. Event will end at 8:00pm.**

**On behalf of the Board of MVSC and our many volunteers, I thank the Board of Supervisors for their time in approving, once again, this permit.**

**Sally Tantau  
Summerfest Chair  
Board Member**

**Board Of Directors - Bill Tantau, President – Sally Tantau, Secretary - Susan Pettinato, Treasurer  
Kim Kalbaugh – Scott Lawson - Marnie Malpass - Sally Tantau – Alice Berg  
MVSC is a 501(c)3 non-profit corporation Tax ID # 26 3910738  
P.O. Box 25, Clio, CA 96106  
[www.whitesulphurspringsranch.com](http://www.whitesulphurspringsranch.com)**



# BOARD OF SUPERVISORS

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



May 03, 2016

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

Attention: Permits Engineer

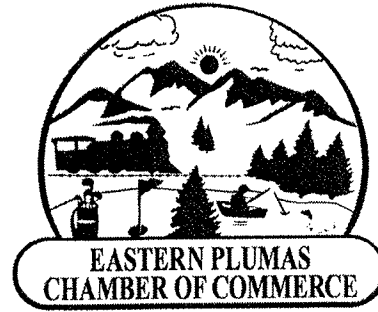
**Subject: Encroachment Permit Request**  
**EASTERN PLUMAS CHAMBER/COMMUNITY MULTISPORT EVENTS**  
Community MultiSport Events LLC: Four events in and around Graeagle  
from July – September, 2016 (Graeagle Fun Run; Tri Graeagle Triathlon;  
Century Ride; and Labor Day Triathlon)

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,

Sharon Thrall, Chair

Cc: Plumas County Director of Public Works



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

April 20, 2016

Hello:

Community MultiSport Events LLC (CME) and Eastern Plumas Chamber of Commerce (EPCC) will host four events in Graeagle in 2016:

- Graeagle Fun Run Saturday July 2, 2016
- Tri Graeagle Independence Weekend Triathlon Sunday July 3, 2016
- Graeagle Century Ride Sunday July 24, 2016
- Tri Graeagle Labor Day Weekend Triathlon Sunday Sept. 4, 2016

We want you to be aware of these events as Caltrans requires a letter of acknowledgement from the BOS to include in our encroachment permit applications. Therefore, by this letter, we are requesting a letter acknowledging the events listed above and invite any questions that you may have.

Sincerely,  
/s/ **Alice Berg**  
Alice Berg  
Managing Director, CME

Community Multisport Events  
P.O. Box 554 Clio CA 96106  
Phone 530-836-1201  
Email [racedirector@communitymultisport.com](mailto:racedirector@communitymultisport.com)  
Web [www.communitymultisport.com](http://www.communitymultisport.com)

# BOARD OF SUPERVISORS

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TERRY SWOFFORD, DISTRICT 1  
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JEFF ENGEL, DISTRICT 5



May 03, 2016

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request**  
**EASTERN PLUMAS CHAMBER/MOHAWK VALLEY EVENTS**  
**COMMITTEE**

Fourth of July Activities: Saturday, July 2<sup>nd</sup> through Sunday, July 3<sup>rd</sup> in  
and around Graeagle, California

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,

Sharon Thrall, Chair

Cc: Plumas County Director of Public Works

## **GRAEAGLE FIRE PROTECTION DISTRICT**

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

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April 1, 2016

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

Dear Members of the Board of Supervisors:

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

This year, the aerial fireworks display will be held on Saturday, July 2, 2016 at dusk (9:30) and ending at 10:00 p.m. The parade will fall on Sunday, July 3, 2016, beginning at 1:00 p.m. and ending at approximately 2:30 p.m.

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

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

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

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

Sincerely,



Dianne Buckhout, Representative  
Graeagle Fire Protection District  
MVIP Events Committee






GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

1B

## Memorandum

**DATE:** April 12, 2016  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of May 3, 2016

**It is recommended that the Board:**

Approve and sign contract #PCSO00040 between the Plumas County Sheriff's Office (PCSO) and Little Norway Marine Service in the amount of \$20,000.

**Background and Discussion:**

The term of this contract is 05/01/16 – 04/30/17. This purpose of this agreement with Little Norway Marine Service is to provide service to the Sheriff's boats.

Agreement has been approved as to form by County Counsel.



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 Sheriff's Office (hereinafter referred to as "County"), and LITTLE NORWAY MARINE SERVICE, a general partnership, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Five Thousand and No/100 Dollars (\$25,000.00).
3. Term. The term of this agreement shall be from May 1, 2016 through April 30, 2017, 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:

Sheriff's Department  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Roni Towery

Contractor:

Little Norway Marine Service  
3718 Big Springs Rd.  
Lake Almanor, CA 96137  
Attention: Keith Peterson

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

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


**CONTRACTOR:**

Little Norway Marine Service

By: \_\_\_\_\_  
Name: Keith Peterson  
Title: General Partner  
Date signed:

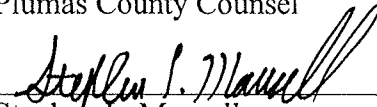
**COUNTY:**

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

By:  \_\_\_\_\_  
Name: Greg Hagwood  
Title: Sheriff-Coroner  
Date signed: 4/12/16

By: \_\_\_\_\_  
Name: Sharon Thrall  
Title: Chair, Board of Supervisors  
Date signed:

**APPROVED AS TO FORM:**

Plumas County Counsel  
 \_\_\_\_\_  
Stephen L. Mansell  
Deputy County Counsel  
Date signed: 4/7/16

## **EXHIBIT A**

### **Scope of Work**

1. Provide general marine repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Tune-up service.
  - b. Outdrive and sterndrive and replacement.
  - c. Engine repair and replacement.
  - d. Fluid changes.
  - e. Alternator/starter replacement.
  - f. Battery sales and replacement.
  - g. Electrical diagnostics and wiring.
  - h. Fuel and exhausts systems repair.
  - i. Power steering repair (pumps/services).
  - j. Coolant flush.
  - k. Heat exchanger replacement.
  - l. Heads & valves repair and replacement.
  - m. Driveshaft and axles replacement.
  - n. Diagnostics, including driveability and mechanical repairs.
  - o. Scheduled service, maintenance & repairs as needed.
2. All Work shall be provided in accordance with industry standards for high-quality marine repairs.

## **EXHIBIT B**

### **Fee Schedule**

1. Labor shall be charged at a rate not to exceed \$95 per hour.
2. All parts shall be provided at fair retail value.
3. County shall be provided with an estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount of the estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized estimate, Contractor shall provide a revised estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid per invoice in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.





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

**Date:** April 15, 2016

**To:** Honorable Board of Supervisors

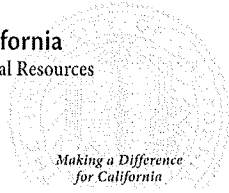
**From:** Tim Gibson, Agricultural Commissioner/  
Sealer of Weights & Measures 

**RE:** Wildlife Services Work and Financial Plan, Agreement #16-73-06-0275-RA

**Recommendation:** Approve and authorize the Chair to sign the agreement between USDA and Plumas County.

**Background and Discussion:** The Wildlife Services agreement provides for the protection of livestock and property within Plumas and Sierra Counties. This service also provides a means to eliminate problem animals in the urban environment including skunks, raccoons, beavers, bears and mountain lions.

Cost to the county under this agreement for FY 2016-17 is \$68,415.00. These county costs are partially offset through fees charged for services, Sierra County Memorandum of Understanding agreement, and partial reimbursement by the State of California unclaimed gas tax fund. This agreement has been approved to form by County Counsel.



**Holly George**

**County Director, Livestock & Natural Resources Advisor**

office: (530) 283-6262 fax: (530) 283-6088

208 Fairground Road

Quincy, CA 95971

[hageorge@ucdavis.edu](mailto:hageorge@ucdavis.edu)

<http://ucce-plumas-sierra.ucdavis.edu>

**Date:** April 22, 2016

**To:** Honorable Board of Supervisors

**From:** Holly George/Department Head, Farm Advisor-UCCE Plumas-Sierra

**RE:** Amendment #2 of Agreement #Y14-2441

**Recommendation:** Approve and authorize the Chair to sign Amendment #2 of Agreement #Y14-2441 between Plumas County and the Regents of the University of California.

**Background Information:** Per this Amendment Plumas County agrees to extend the period of performance and funding for FY 2016-17 and contribute 25% of the salary and benefits for the UCCE 4-H Program Coordinator serving Plumas-Sierra Counties.

This Amendment has been approved as to form by County Counsel.



# Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

2A

**Date:** April 14, 2016  
**To:** Honorable Board of Supervisors  
**From:** Jerry Sipe  
**Agenda:** Agenda Item for May 3, 2016

**Recommendation:** Approve a Resolution authorizing submittal of the Onsite Wastewater Local Agency Management Plan to the Central Valley Regional Water Quality Control Board.

**Background and Discussion:** As the Board will recall, AB 885 directed State Water Resources to develop statewide standards for onsite wastewater treatment systems. Many years in the making, the resulting Onsite Wastewater Treatment Systems (OWTS) Policy was adopted in 2012 and established a risk-based approach to OWTS management. Counties can choose to adopt and administer the conservative, prescriptive statewide Tier 1 standards, but these standards would severely limit Environmental Health's ability to issue permits due to local conditions and site constraints. Alternatively, counties can choose to develop Tier 2 standards provided they are equally protective of public health and water quality, provided they submit the request for a Tier 2 program before May 13, 2016, and provided the program is approved by the Regional Water Quality Control Board.

In order to seek approval for a Tier 2 program, local agencies are required to develop a Local Agency Management Plan (LAMP). The LAMP must include existing ordinances, procedures, and process used to permit, design, evaluate, install and inspect septic systems. It must also identify areas where the local program falls short of the minimum Tier 2 standard, and recommend changes or modification as appropriate. Finally, the LAMP must include assurances that new state reporting and water quality monitoring and evaluation will be completed as required.

Since Environmental Health submitted a preliminary LAMP for Regional Water Quality Control Board staff to review, all necessary Code changes are identified in the LAMP. These proposed changes will not substantially change the way septic systems are installed in Plumas County. Rather they include items like increased setbacks to drinking water wells, further notification standards for drinking water intake sources to nearby failing septic systems, and further defined license and registration standards of qualified professionals authorized to perform OWTS services.

The Regional Water Quality Control Board is requesting a resolution from the Plumas County Board of Supervisors confirming the intent to implement a Tier 2 program and to make the specified Code changes identified in the LAMP, including adopting the LAMP by reference to County Code. The local Code change process can begin after LAMP review and concurrence by Regional Water Quality Control Board staff. Once the local ordinance is updated, Environmental Health will submit the revised ordinance and LAMP for formal adoption by the Regional Water Quality Control Board. This entire process needs to be completed by May 2017.

At this time, the Board is requested to approve a resolution authorizing submittal of the Local Agency Management Plan for Oversight of the Onsite Wastewater Treatment Systems Program. The resolution was approved as to form by County Counsel and copies of the draft LAMP and State Water Board's Onsite Wastewater Treatment Systems Policy are on file with the Clerk of the Board for your review.

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

Thank you.

**A RESOLUTION AUTHORIZING SUBMITTAL OF THE LOCAL AGENCY  
MANAGEMENT PLAN (LAMP)  
TO CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD  
FOR LOCAL OVERSIGHT OF THE ONSITE WASTEWATER TREATMENT  
SYSTEMS PROGRAM WITHIN PLUMAS COUNTY**

**WHEREAS**, the enactment of the Porter-Cologne Water Quality Control Act in 1971 resulted in the formation of the California State Water Resources Control Board (SWRCB) and nine Regional Water Quality Control Boards (RWQCB); and

**WHEREAS**, under the California Water Code, the RWQCBs are vested with the authority to require individuals or entities to obtain Waste Discharge Requirements (WDRs) from the appropriate RWQCB if such individuals or entities intend to dispose of wastewater that has the potential to pollute waters of the state, both surface and groundwater; and

**WHEREAS**, WDRs are designed to ensure that the beneficial uses of waters of the state are not impaired by wastewater discharges; and

**WHEREAS**, SWRCB has determined that subsurface discharge of effluent from onsite wastewater treatment systems (OWTS) constitutes a discharge that could affect the quality of water of the state and are therefore subject to compliance with WDRs; and

**WHEREAS**, on June 19, 2012, the SWRCB adopted Resolution No. 2012-0032, which in part approves the *Water Quality Control Policy for Siting, Design, Operation and Maintenance of Onsite Wastewater Treatment Systems* (hereafter the OWTS Policy); and

**WHEREAS**, the OWTS Policy establishes a statewide, risk-based, tiered approach for the regulation and management of OWTS installations and replacements and sets the level of performance and protection expected from OWTS; and

**WHEREAS**, the OWTS Policy allows local enforcement agencies to continue to implement a local program, either under conservative, largely prescriptive low risk Tier 1 standards, or alternative, largely performance-based Tier 2 standards in a Local Agency Management Plan (hereafter LAMP); and

**WHEREAS**, a local OWTS program under the Tier 1 standards would severely limit the ability of Plumas County to issue permits for new and replacement OWTS in many areas of the county due to various site constraints and conditions, and alternate methods from Tier 1 standards are required; and

**WHEREAS**, the OWTS Policy allows Plumas County to propose standards for new and replacement OWTS as a Tier 2 LAMP to the Central Valley RWQCB for approval, to provide an alternate method from Tier 1 programs with a water quality assessment program to achieve the same overall level of protection of water quality and public health; and

**WHEREAS**, Environmental Health has reviewed the local program including procedures, handbooks and ordinances and has determined the existing local program, with modification, can meet the Tier 2 requirements of the OWTS Policy; and

**WHEREAS**, Environmental Health and Central Valley RWQCB staff have identified specific sections of Title 6, Chapters 6 and 11 of Plumas County Code that must be amended to ensure this LAMP complies with the SWRCB OWTS Policy; and

**WHEREAS**, the LAMP must be submitted to the Central Valley RWQCB no later than May 13, 2016, and must be implemented prior to May 13, 2018.

**NOW, THEREFORE, BE IT RESOLVED** by the Plumas County Board of Supervisors that Environmental Health is hereby authorized to submit the Tier 2 Local Agency Management Plan for new and replacement onsite wastewater treatment systems to the Central Valley Regional Water Quality Control Board. After concurrence from the Central Valley RWQCB, the Plumas County Board of Supervisors intends to amend Title 6, Chapters 6 and 11 as proposed in the LAMP to ensure compliance with the SWRCB OWTS Policy.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on May 3, 2015 by the following vote:

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

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Chair, Board of Supervisors

**Attest:**

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Clerk of the Board of Supervisors





ELLIOTT SMART  
DIRECTOR


DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

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

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

DATE: APRIL 18, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES 

SUBJ: BOARD AGENDA ITEM FOR MAY 3, 2016

RE: REQUEST FOR BUDGET APPROPRIATION TRANSFER TO ENABLE  
THE DEPARTMENT OF SOCIAL SERVICES TO BEGIN PLANNING FOR  
BUILDING ALTERATIONS

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

Approve an appropriation transfer as detailed in the enclosed Request for Supplemental Budget in the amount of \$5,000 for Capitol Improvement planning in the Department of Social Services.

**Background and Discussion**

At the time that the Courthouse Annex, Human Services Building was designed, the architectural plans left room for the expansion of the Social Services section. The plans left space for an additional eight offices located in the Department of Social Services under the assumption that future changes could create the need for additional staff.

Since that time, the Department has taken on responsibility for additional programs. In the Children's Services Division, the Department has taken on responsibility for the Adoptions Program. We have also assumed responsibility for Child Abuse Prevention, programing associated with Victims of Commercial Sexual Exploitation of Children (CSEC) and Child Welfare Services Case Reviews.

In the Adult Services area, the Department has assumed added responsibilities for Quality Assurance in the In-Home Supportive Services program. All of these initiatives have required the addition of full time equivalencies to do the work. (As the Board is aware, all of the additional FTE required to perform this work is paid for by State General Fund, Federal pass through and 1991 and 2011 Realignment dollars).

In order to accommodate for the added staff to perform this work the Department has, up to now, utilized movable cubicles to create four office environments within the space that was provided for expansion. While this has been an acceptable temporary measure, cubicles lack the needed privacy that accompanies service delivery in programs such as Child Welfare Services where there is a regular need to engage in confidential conversations. With that in mind, the Department believes it is prudent to begin the exploration phase of planning for the build out that appears in the architect's original plans.

In order to initiate the process of developing plans and estimates, a budget account needs to be established. In doing so, the Board is not presently being asked to approve a proposed expansion or building project. Establishing an account right now will provide the budget mechanics to begin to assess plans, to request construction estimates and to pay costs that might be incurred by Facility Services to assist the Department. This request then is to establish this account in the amount of \$5,000 through the enclosed transfer of funds.

### **Financial Impact**

There is no financial impact to the County General Fund as a result of the recommended transfer. As is discussed previously all funds associated with this project, now and into the future, are comprised of State General Fund dollars, Federal pass through funds and 1991 and 2011 Realignment dollars.

### **Other Agency Involvement**

The Department of Facility Services has been assisting the Department of Social Services in moving forward toward assembling plans and developing construction estimates. At the time that construction estimates are known, the Department will also need to coordinate the cost claiming of the project with the State Department of Social Services and the Office of the State Controller.

Copies w/o enclosure:      DSS Management Staff  
   Janell Sommer, Administrative Assistant

Enclosure



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

TRANSFER NUMBER

(Auditor's Use Only)

Department: Social Services

Dept. No: 70590

Date 4/11/2016

The reason for this request is (check one):

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

**Approval Required**

Board

Board

Board

Auditor

Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0013	70590	521900	Professional Service	5,000.00
Total (must equal transfer to total)				5,000.00

**TRANSFER TO OR**

**SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0013	70590	<del>54XXXX</del> 540110	Capital Improvement: CPS Buildout	5,000.00
Total (must equal transfer to total)				5,000.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Social Services & Facility Services initiated the planning phase of an eight office build-out.

B) The department budgeted for two service contracts that did not renew, and totaled \$5,999.

C) Professional services are being provided to Social Services, in this Fiscal Year, with estimate of 62 hours of service at average of \$80/hr.

D) N/A

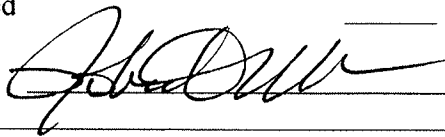
Approved by Department Signing Authority: \_\_\_\_\_



☒ 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.

PI - FINANCEPLUS

DATE: 04/11/16

TIME: 09:01:36

PLUMAS COUNTY  
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1  
AUDIT21

SELECTION CRITERIA: 1=1 expledgr.key\_orgn='70590' and expledgr.account='521900'  
ACCOUNTING PERIOD: 10/16

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

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

PAGE BREAKS ON: FUND,DEPT/FUND

FUND - 0013 - DEPT. SOCIAL SERVICES  
DEPT/FUND - 70590 - SOCIAL SRVC

ACCOUNT	DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
521900										
PROFESSIONAL SVC										
0013-5-26-70590-70590 - SOCIAL SRVC										
521900						450,280.00	140,931.03	.00	BEGINNING BALANCE	
						TOTAL PROFESSIONAL SVC	450,280.00	140,931.03	.00	309,348.97
TOTAL 1ST SUBTOTAL - SERVICES & SUPPLIES						450,280.00	140,931.03	.00		309,348.97
TOTAL DEPT/FUND - SOCIAL SRVC						450,280.00	140,931.03	.00		309,348.97
TOTAL FUND - DEPT. SOCIAL SERVICES						450,280.00	140,931.03	.00		309,348.97
TOTAL REPORT						450,280.00	140,931.03	.00		309,348.97

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

The floor plan of the second floor of the FBI building is a complex layout of various offices and support spaces. At the top left, the Director's Office (280 sq ft) is located, followed by the Public Guardian (180 sq ft) and Social Worker (120 sq ft) offices. The plan includes a central corridor and a large open area labeled 'WORK AREA'. Other notable rooms include the Public Health Nurse (120 sq ft), Social Worker (120 sq ft), and various administrative and support rooms. The plan also shows a central corridor, restrooms, and a large open area labeled 'WORK AREA'. The plan is detailed with room numbers, names, and square footages, providing a comprehensive overview of the second floor's layout.



ELLIOTT SMART  
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

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

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

DATE: APRIL 20, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES

A handwritten signature in black ink, appearing to be "ES", written over a horizontal line.

SUBJ: BOARD AGENDA ITEM FOR MAY 3, 2016

RE: REQUEST TO FILL A VACANT EMPLOYMENT AND TRAINING  
WORKER I/II POSITION IN THE DEPARTMENT OF SOCIAL SERVICES

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

Authorize the Department of Social Services to fill a vacant Employment and Training Worker I/II position as soon as administratively possible.

**Background and Discussion**

The Department of Social Services has received notification that an incumbent Employment and Training Worker I/II (ETW I/II) will be retiring from her position effective May 30, 2016 after nearly 28 years of service to the Department. Staff working in ETW I/II positions are responsible for determining initial and continuing eligibility for CalWORKs cash assistance and for providing Welfare to Work case management services that are designed to move recipients from public assistance to self-support. As shown in the enclosed back up information and Table of Organization, this position is one of two in the Department that perform this type of work.

**Financial Impact**

This position is budgeted in the current county budget. Funding sources for this position are State General Fund dollars, Federal pass through and County Realignment funds. There are no County General funds used for this position.

Copies: DSS Managers

Enclosures (3)

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

### Position: Employment and Training Worker I/II

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

Answer: Yes. CalWORKs cash assistance and Welfare to Work services are state-mandated county administered cash assistance payments and job preparation services that assist recipients in moving from public support to self-support.

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

Answer: The position is funded in the current budget and has no General Funds associated with it.

- How long has the position been vacant?

Answer: The position will become vacant effective May 30, 2016

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

Answer: No.

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

Answer: Other counties are structured in similar ways although in some counties the cash assistance and eligibility components are separate – The state approves appropriate classification levels.

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

Answer: The Department would not have staff to perform eligibility work connected with CalWORKs nor would we be able to provide welfare to work services as mandated by State law.

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

Answer: We will not expend state funds that have been allocated to the administration of CalWORKs Cash Assistance. Realignment dollars will be disbursed to other programs costing the Department money.

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

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

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

Answer: No.

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

Answer: No.

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

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

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

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



**Position Classification:** Employment and Training Worker (ETW) I/II

**FTE:** 1.00

**Budgeted Position:** Yes

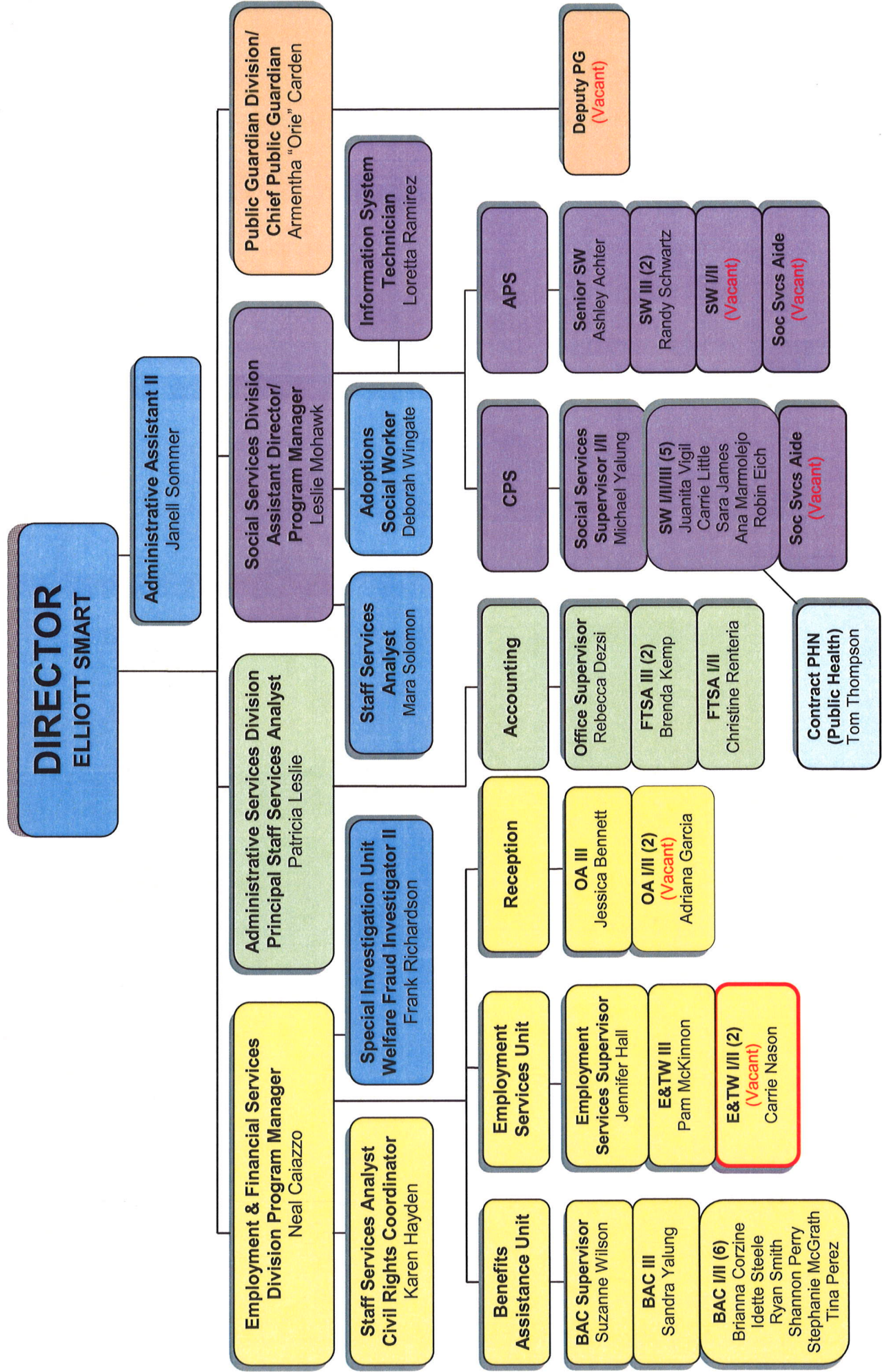
**Mandated Program:** Yes

**Position Description:** Employees filling this position are responsible for initial and continuing eligibility for families seeking the assistance of the CalWORKs program. The ETW interviews applicants and collects necessary information regarding financial assets and income to determine grant amounts. The ETW also creates and implements a Welfare-to-Work plan designed to move CalWORKs assistance recipients from public support to self-support. The ETW will meet with recipients to gauge progress in meeting plan goals.

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



# PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





ELLIOTT SMART  
DIRECTOR


DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

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

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

DATE: APRIL 21, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES 

SUBJ: BOARD AGENDA ITEM FOR MAY 3, 2016

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

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

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

**Background and Discussion**

The Department of Social Services has experienced a vacancy in the Office Assistant I/II class. The position is vacant due to the prior incumbent resigning her position effective May 3, 2016. This OA position performs application screening for applications for assistance, clerical reception, finger imaging and telephone reception for the Department. The work is critical to effectively serving the public and to meeting our requirement to screen applications for emergencies.

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

**Financial Impact**

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

Copies: DSS Management Staff

Enclosures (3)

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

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

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

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



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

### Position: Office Assistant – Clerk/Receptionist

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

Answer: Yes. Public social services are state mandated.

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

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

- How long has the position been vacant?

Answer: The position became vacant effective May 3, 2016.

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

Answer: No.

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

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

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

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

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

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

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

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

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

Answer: No.

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

Answer: No.

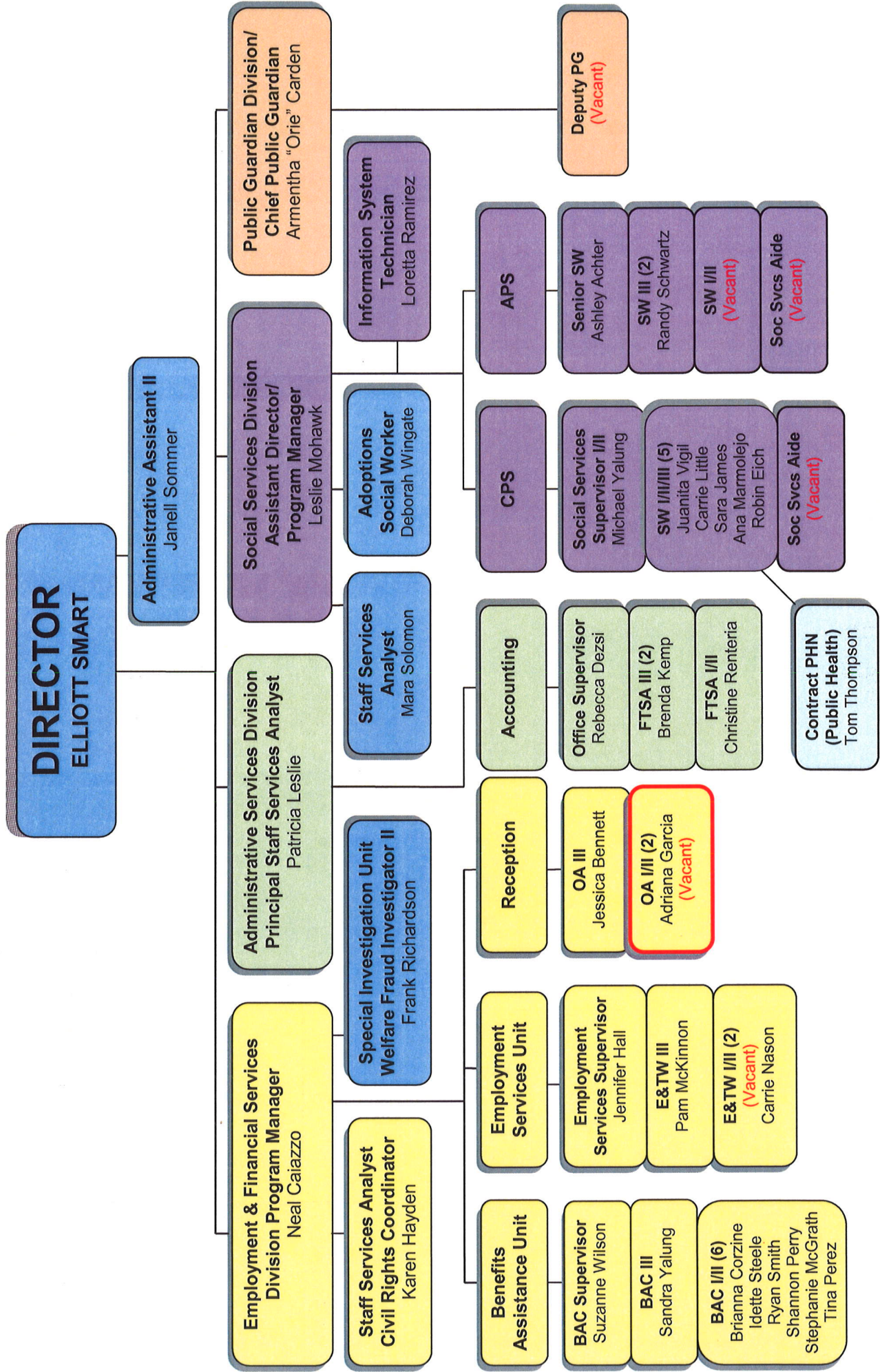
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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

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

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

# **PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN**







201

Doug Carver, Interim Chief Probation Officer

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

DATE: May 3, 2016

TO: Honorable Board of Supervisors

FROM: Douglas Carver, Interim Chief Probation Officer *DC 4/25/16*

SUBJECT: Request for approval to fill fully funded vacant 1.0 FTE Supervising Probation Officer

**Recommendation**

Approve the filling of the vacancy of allocated position of 1.0 FTE Supervising Probation Officer within Department 20400, which is already allocated and funded in the 2015-2016 budget.

**Background and Discussion**

On April 10, 2015, the Supervising Probation Officer (SPO) position became vacant as the incumbent was appointed to the Acting Chief Probation Officer (CPO) position. Subsequently an Acting Supervising Probation Officer was appointed from the Deputy Probation Officer class. On March 23, 2016 another Acting Chief Probation Officer was appointed. This meant that the Acting CPO at the time would revert back to his position of Supervising Probation Officer effective April 11, 2016. However on April 7, 2016 the then Acting Chief Probation Officer tendered his resignation to his permanently appointed position of Supervising Probation Officer, thus creating a vacancy in the Supervising Probation Officer position within the Probation department. The last day for the permanently appointed Supervising Probation Officer was April 8, 2016. This position is a vitally important position that needs to be filled as soon as possible. The position was approved in the Probation Department 2015-2016 budget.

It would respectfully be recommended that the Board of Supervisors approve the recruitment and filling of this position.

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

- Is there a legitimate business, statutory or financial justification to fill the position?  
The Supervising Probation Officer (SPO) is a lead worker position in the Probation Department. In an effort to save money the Plumas County Probation Departments management is small. The SPO is a direct report to the Chief Probation Officer. In addition to probation casework duties, requiring journey level Probation Officer expertise, the SPO provides personnel supervision to all divisions in the Department. The SPO is responsible for reviewing Probation Officers and Probation Assistants work for statutory and timely correctness. The SPO works with the Fiscal Officer to ensure that grant funding guidelines are being met. The SPO is responsible for approving time off request and scheduling for adequate coverage so the Department meets its required mandates and duties. A portion of the position is paid for with various grant funds.
- Why is it critical that this position be filled at this time?  
The position has been covered by an Acting SPO for the past 12 months. There needs to be a permanent appointment to this position to provide stability and consistency in the leadership of the Department. Currently the average tenure for experience in the Deputy Probation Officer class is approximately 5 months. It is crucial for the SPO position to be filled to provide experience and leadership to the Officers. As indicated above the position has been filled with temporary or acting status personnel for 9 months. It is critical that permanency be established in the Supervising Probation Officer position so that reworking of the caseload assignments can begin. Additionally this position serves as an adjunct to the Chief Probation Officer and it is critical that this Position be filled as quickly as possible to assist in the management of the department.
- How long has the position been vacant?  
The position has been filled by an Acting appointment for 12 months. The former incumbent to this position was appointed as Acting Chief Probation Officer. Upon completion of that assignment he resigned his position as Supervising Probation Officer, thus leaving the position vacant all but for the filling of the position by the current Acting Supervising Probation Officer.
- Can the department use other wages until the next budget cycle?  
Currently the position is budgeted for in the Departments 2015-2016 budget. The position uses a variety of funding sources as outlined in the 2015-2016 budget. There is an urgency to the permanent filling of this position and not waiting until the next budget cycle. Additionally there may be potential for some cost savings as the Position will be filled at the entry level salary and the current budget for the Position is budgeted at a higher step salary.



- What are staffing levels at other counties for similar departments and/or positions?  
This staffing level is in line with other Probation Departments of similar size. Many Departments comparable to Plumas County in fact have two Supervising Probation Officers, with assignment to Adult and Juvenile operations.
- What core function will be impacted without filling the position prior to July 1?  
The statutory time frames for filing of Presentence Reports and Affidavits of Violation would be adversely impacted. The filling of Disposition Reports in juvenile matters is highly regulated by the Welfare and Institutions Code, establishing time frames and content. It is one of the primary duties of the Supervising Probation officer to review Deputy Probation Officers work. Currently the Acting Supervising Probation Officer is carrying his caseload as well as trying to manage supervision duties of personnel under his control. Additionally the management of Grant and funding matters has not been able to be given the proper attention and there is a very real possibility of losing some funding.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?  
The Supervising Probation Officer assists the Fiscal Officer in the administration of grants and other funding sources. The SPO monitors adherence and compliance to grant funded activities. Without being able to devote full attention to these matters there is a potential loss of revenue. One example is the loss of Title IV-E funding as the time frame for claiming revenue reimbursement is very narrow and requires oversight by a supervisor. The department was recently made aware of a potential loss of \$10,000 that is available through the California Department of Social Services System improvement Plan.
- A non-general fund department head needs 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?  
Probation receives funding from the General Fund. Additionally this position has been funded for two years.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?  
Probation does not expect unbudgeted audit exceptions that will affect the general fund.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?  
There is no budget reduction plan being proposed therefore no elimination of position is being anticipated. If elimination of position was considered other positions within the department would be looked at.

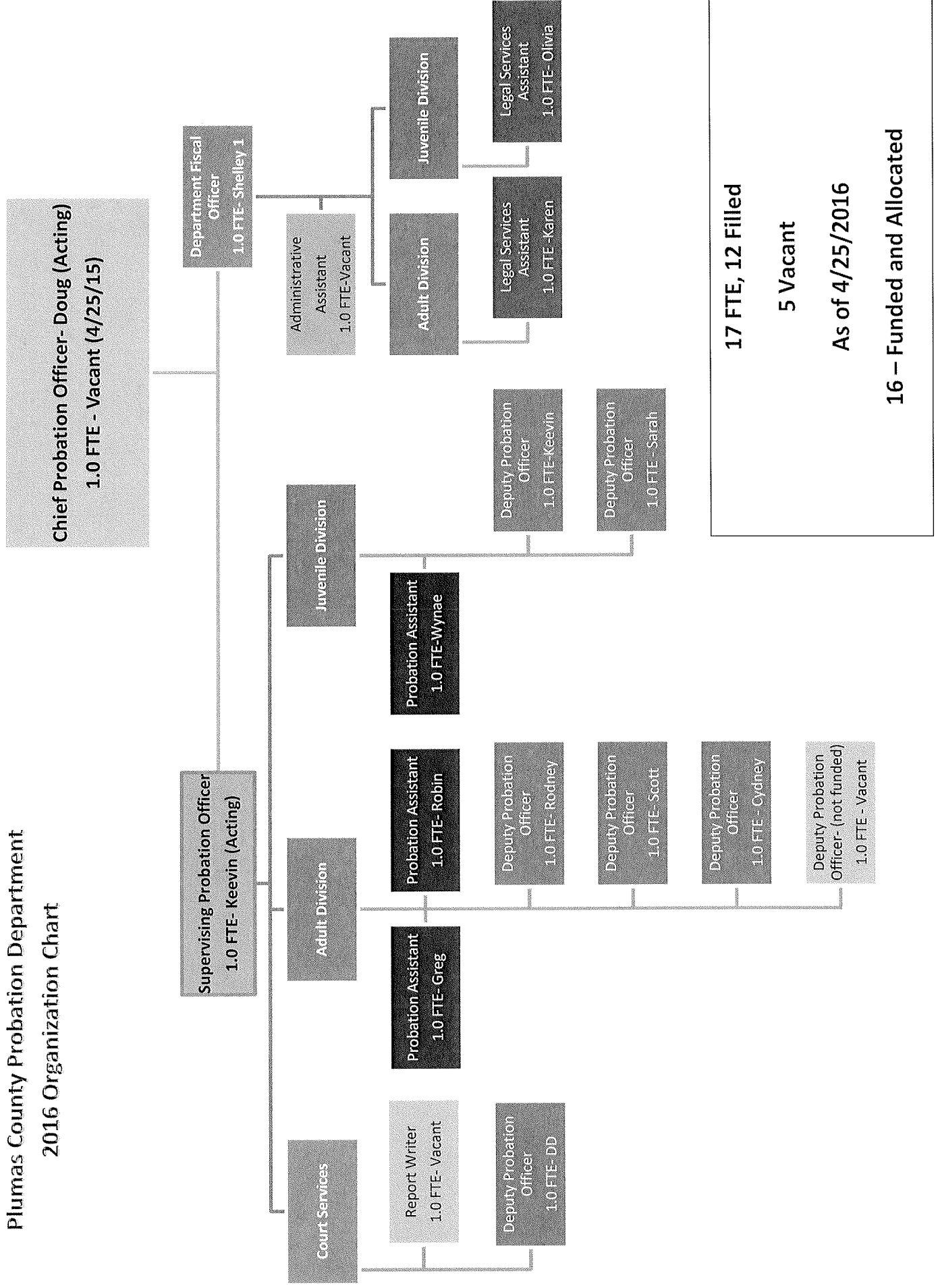
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

The filling of this position would be neutral in its impact on the General Fund, in that this position has been in the Probation department budget for two years. The only impact to the General Fund for this position would be the regular cost of living / benefits increase experienced by all county positions.

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

A portion of the Supervising Probation Officer is funded out of SB-678 and there is a reserve balance in SB-678. The reserve balance for 2013-2014 was \$573,972, 2014-2015 was \$515,067 and 2015-2016 to date the balance is \$462,212. As you can see the SB-678 balance is declining over the three year history. There are additional projects funded out of SB-678 and the Supervising Probation Officer is a small portion of the draw down.

**Plumas County Probation Department  
2016 Organization Chart**





2c2

Douglas Carver, Acting Chief Probation Officer

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

DATE: May 3, 2016

TO: Honorable Board of Supervisors

FROM: Douglas Carver, Acting Chief Probation Officer *DC 4/25/16*

SUBJECT: Request to approve general fund budget transfer.

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### **Recommendation**

1. Approve request to transfer regular wages to other wages in Probation's general fund to cover Acting Chief Probation Officer's wages.

### **Background and Discussion**

On March 24, 2016 the Board of Supervisors approved a contract with Douglas Carver for Acting Chief Probation Officer Services. On April 11, 2016, Douglas Carver began work as Acting Chief Probation Officer for the Plumas County Probation Department. There is a sufficient balance in regular wages to cover the Acting Chief's wages, benefits, and expenses due to unfilled, funded, other positions including the vacant Chief Probation Officer position in the Probation Department. This request is to transfer wages, benefits and expenses from permanent salaries fund 20400/51000 to other wages fund 20400/51020.

It would respectfully be requested that the Board of Supervisors approve the budget transfer.

# **PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS**

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

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

Joe Blackwell, Deputy Director



## **AGENDA REQUEST**

For the May 3, 2016 meeting of the Plumas County Board of Supervisors

April 25, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in blue ink, reading "Robert A. Perreault", is written over the "From:" line.

Subject: Authorization for the Department of Public Works to fill the vacancy of one (1) FTE PW Maintenance Worker I/II position in the LaPorte District.  
Discussion and possible action.

## **Background:**

Effective May 2, 2016, one (1) FTE PW Maintenance Worker I/II has been promoted to Lead Maintenance Worker within the LaPorte maintenance district.

The Department is requesting to fill this position.

This position is funded and allocated in the FY15/16 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 the Department to fill the vacancy of one (1) FTE PW Maintenance Worker I/II in the LaPorte Maintenance District.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Public Works Maintenance Worker I/II Worker Position LaPorte**

- 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 15/16 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?  

12/13 (\$439,699)	13/14	\$0	14/15	(\$3,070,755)
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**DIRECTOR OF PUBLIC WORKS** <Robert Perreault, P.E.> (1) [1]

- COUNTY SURVEYOR**
- COUNTY ENGINEER**
- MANAGER, DEPENDENT SPECIAL DISTRICTS**
- ROAD COMMISSIONER**
- SOLID WASTE ADMINISTRATOR**
- PCTC INTERIM EXECUTIVE DIRECTOR**
- CO-MANAGER, FLOOD CONTROL & WATER CONSERVATION DISTRICT**

**DEPT. FISCAL OFFICER / ADMIN. SERVICES MANAGER** <Damon Frank> (1) [1]

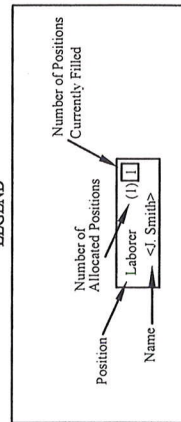
- PERMIT CENTER**
  - Engineering Tech II <Katie Stadler> (2) [2] <R. Thorman> 05/06/15
  - Fiscal Tech. Serv. Asst III <Cinda Leonard> (1) [1]
- HEADQUARTERS**
  - Associate Engineer <Jerry Blinn, P.E.>
  - Associate Engineer/Transportation Planner <John Mandle, P.E.>
  - Senior Env. Planner <J. Graham> 12/1/13
  - Assistant Engineer <Vacant> (4) [3]
  - Engineering Tech II <Mark Crews> (1) [1]
- BECKWORTH**
  - Road Maintenance Supervisor (1) [1] <Chuck Person> 01/01/15
  - Road Maintenance Leadworker (1) [1] <D. Taylor> 01/01/16
  - Road Maintenance Worker II (3) [3] <T. Rielley> 12/16/13 <D. Logan> 09/08/15 <R. Robinson> 02/01/16 (5 Positions)
- GREENVILLE**
  - Road Maintenance Supervisor (1) [1] <Gerry Whipple>
  - Road Maintenance Leadworker (1) [1] <D. Griffin> 02/09/15
  - Road Maintenance Worker III (2) [2] <Adam Head> <Josh Miller>
  - Road Maintenance Worker II (2) [2] <J. Griffin> 01/12/15 <P. Mumme> 08/24/15 (6 Positions)
- CHESTER**
  - Road Maintenance Supervisor (1) [1] <Jay Pettigrew>
  - Road Maintenance Leadworker (1) [1] <Rias Furado>
  - Road Maintenance Worker III (2) [2] <Doug Martin> <W. Knecht> 12/29/13
  - Road Maintenance Worker II (2) [2] <F. Perry> 10/21/13 <J. Mollison> 04/20/15 (6 Positions)
- QUINCY**
  - Road Maintenance Supervisor (1) [1] <J. Thomas> 11/18/13
  - Road Maintenance Leadworker (1) [1] <T. Wers> 11/12/14
  - Road Maintenance Worker III (7) [7] <Joey Blackwell> <Matt Camp> <Dennis Duncan> <J. Buckley> 02/23/14 <Tracy Wilburn> <Jim Johnson>
  - Road Maintenance Worker II (1) [1] <C. Nieman> 12/15/14 (10 Positions)
- GRAEAGLE**
  - Road Maintenance Supervisor (1) [1] <T. Kurpiuwel> 6/2/14
  - Road Maintenance Leadworker (1) [1] <C. Benedict> 06/16/14
  - Road Maintenance Worker III (2) [2] <T. Williams> 03/10/14
  - Road Maintenance Worker II (1) [1] <D. Treumer> 01/12/15 (4 Positions)
- LAPORTE**
  - Road Maintenance Supervisor (1) [1] <T. Reinert> 9/9/13
  - Road Maintenance Leadworker (1) [1] <C. Zimmer> 05/01/16
  - Road Maintenance Worker II (1) [1] <Vacant> <Vacant> (4 Positions)
- FLEET MAINT.**
  - Equipment Maint Supervisor (1) [1] <Eric Braswell>
  - Lead Equipment Mechanic (1) [1] <M. Turner> 4/21/14
  - Mechanic Shop Technician (1) [1] <J. Morris> 7/8/13
  - Equipment Mechanic II (3) [3] <Mark Kraus> <Walter Beam> <H. Lopez> 11/18/13
  - Equipment Mechanic I (2) [2] <J. Vizcarra> 11/02/15 <D. Fisher> 02/02/16
  - Welder (1) [1] <Jeff Olschewski>
  - Equipment Service Worker (1) [1] <J. McClure> 09/21/15 (10 Positions)

## PERSONNEL SUMMARY

	Total	Road Dept.	Engineering
Allocations:	(60)	(57)	(3)
Currently Filled:	53	51	2

**\*Note:** Total Allocated Positions For Combined Road Maint. Workers I-III:(22)

### LEGEND



JE

**PLUMAS COUNTY ENGINEERING DEPARTMENT**  
555 MAIN STREET • QUINCY, CA 95971 • (530) 283-6222 • FAX (530) 283-6135 OR 6134  
Robert A. Perreault, Jr., P.E. County Engineer

**AGENDA REQUEST**

for the May 3, 2016 meeting of the Plumas County Board of Supervisors

Date: April 25, 2016

To: Honorable Board of Supervisors

From: Robert A. Perreault, Jr., P.E., County Engineer



Subject: Consideration and Approval of the Final Map, and other Supporting Documents for the Graeagle Subdivision, Unit 9 (APN 130-050-013), including Authorization for Signature by the Chair; discussion and possible action.

**Background and Information:**

On May 12, 2004, the Plumas County Zoning Administrator conditionally approved a Tentative Subdivision Map, entitled, "Tentative Subdivision Map, Graeagle Subdivision, Unit 9." The subdivision consisted of 399.29 acres, divided into 99 lots for single-family use, with a Designated Remainder. The subdivision is located at 5379 Highway 89, Graeagle, CA. The Assessor Parcel Number is 130-050-013.

Thereafter, the Developer, Graeagle Land & Water Company, received an Encroachment Permit, dated August 17, 2007, from Caltrans. The Developer also prepared a Set of Improvement Plans, dated September 21, 2007, which was reviewed and approved by the County Engineer. At that time, the Developer commenced construction, which was significantly completed.

The Developer is now proposing to record the Final Map, which also necessitates the creation and approval of other supporting documents.

The Developer has recently prepared and submitted the following documents, thus:

- A. Final Map, as reviewed and approved by the County Engineer.
- B. Subdivision Improvement Agreement, as reviewed and approved as to form by Deputy County Counsel.
- C. Grant Easement for Snow Storage, located within the Designated Remainder on property of Daniel West.
- D. Engineer's Project Cost Estimate (in the Total Amount of \$524,450.), as reviewed and approved by the County Engineer.
- E. Security, in the form of an "Irrevocable Letter of Credit," in the amount of \$525,000.



Upon approval by the Board of Supervisors, the Final Map will be recorded at the Plumas County Office of the Clerk Recorder.

It is also noted that the Board of Supervisors, at its meeting conducted on May 10, 2005, unanimously determined that the subdivision roadways would become part of the Plumas County's listing of "Mileage of Maintained County Roads." That action will be reflected upon acceptable completion of construction and the subsequent release of the project guarantee (security) by the Plumas County Board of Supervisors.

All documents referenced in this Agenda Request are available for public viewing in the Plumas County Engineering Department, 555 West Main Street, Quincy, CA, during normal office hours.

**Recommendation:**

The County Engineer respectfully recommends that the Plumas County Board of Supervisors adopts a motion that:

1. Approves the Final Map and authorizes signature thereof by the Chair, and
2. Approves the Subdivision Improvement Agreement and authorizes signature thereof by the Chair, and
3. Accepts the "Irrevocable Letter of Credit" (No. 126718053, dated April 7, 2016, issued by the Plumas Bank) in the amount of Five Hundred Twenty Five Thousand Dollars and No Cents (\$525,000.00) as security for the recordation of the Final Map.



GREGORY J. HAGWOOD  
SHERIFF/CORONER


# Office of the Sheriff

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

2F

**DATE:** April 25, 2016

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Gregory Hagwood 

**RE:** Agenda Item for the meeting of May 3, 2016

**Recommended Action:**

Authorize the Sheriff to purchase equipment for 911 related dispatch upgrades though the TD-288 reimbursement process of the California Governor's Office of Emergency Services, Public Safety Communications-California 9-1-1 Emergency Communications Branch and approve the related supplemental budget. Additionally, authorize the Sheriff purchase additional dispatch furniture using a sole source.

**Background and Discussion:**

The California Governor's Office of Emergency Services, Public Safety Communications-California 9-1-1 Emergency Communications Branch has a long standing program that allows for E911 equipment replacement through funding derived from 911 surcharges on phone bills.

This program has three parts, first, a funding allocation for agencies is derived from 911 call volume, next 911 equipment is selected by the local agency from a California Multiple Awards Schedule (CMAS) contract negotiated by the State and then directly paid for by the 9-1-1 Emergency Communications Branch. The last part is any funds considered to be residual (not needed for step two) are made available to the local agencies to directly purchase, and then be reimbursed for, equipment necessary for 911 call handling that are not covered under existing CMAS related contracts.

Step one, again based on E911 call volume, placed the Sheriff's Office allocation at \$255,000. The second step was finding a new E911 system and

logging recorder that fit the agencies needs and long term plans. That process is complete and the Sheriff's Office has already processed the State paperwork to order new 911 equipment that will be directly paid for by the 911 Emergency Communications Branch. The third step involves the use of "residual" funds, totaling \$41,931.40 which has a spending plan that has already been approved by the State (see attached). A supplemental budget totaling \$41,933.00 is also attached for approval

This plan request includes a new mapping system and associated computer workstations needed for use by the department's dispatchers along new chairs and wireless headsets for use with the 911 system. Lastly a few pieces of furniture will be added to facilitate more efficient use of the 911 workspaces. All items, with the exception of the furniture were quoted using existing purchasing vehicles such as WSCA or CMAS or were competitively bid.

The furniture is sole source. Ten years ago when the Sheriff's Office dispatch center moved into its current space, WriteLine furniture was purchased. The only practical way to add to this furniture is to go back to the same vendor. The total cost of this sole source acquisition is \$4,557.08 and the quote is attached to this document.

To complete this project, your Board needs to approve the purchase of equipment authorized under "residual" funding provided by the State then approve the Sheriff submit for, and receive, reimbursal for all expenditures. The last piece requires acceptance of a sole source vendor (Eaton Industries-WriteLine) for additions to dispatch furniture.

State of California, California 9-1-1 Emergency Communications Office (9-1-1 Office)  
**COMMITMENT TO FUND 9-1-1 EQUIPMENT AND SERVICES**

TD-288 (Rev. 12/06)

**This Form To Be Completed By The State 9-1-1 Office Only**

Public Agency:	Plumas County Sheriff	Contractor Name:	Various
Address:	1400 E Main Street	Mailing Address:	
City, State, Zip:	Quincy, CA 95971-1106	City, State, Zip:	
PSAP Manager:	Michael Grant	Representative:	
E-mail Address:	mgrant@digitalpath.net	E-Mail Address:	
Phone Number:	530-283-6375	Phone Number:	
Fax Number:	530-283-6344	Fax Number:	

**Type of Funding Request:**

- ( ) 9-1-1 Equipment                      ( ) 9-1-1 Network                      ( ) Training  
 ( ) 9-1-1 Education                      ( ) County Coordinator Expense                      ( ) 7-Digit Phone Lines  
 ( ) Maintenance                      Other: CPE residuals

Description of Equipment and Services to be funded: **Agency purchasing Mapping software and maintenance (GTG), chairs (Neutral Posture), Furniture replacements parts (Wrightline), Headsets (B&H Photo), and Mapping monitors/computers (CDWG). Agency will submit for reimbursement using the TD/290 Reimbursement Claim process.**

**Purchase/Service Information:** Include equipment or service description, quantity, part number, unit cost, installation cost, monthly cost, tax and total cost. Attach contractors quote or PSAP purchase order, where applicable.

Description	Quantity	Service/ Eqmt. ID#	Unit Cost	Installation	Monthly Cost	Total Recurring Cost	Total Non- Recurring Cost
Mapping Software/Maintenance (GTG)	1		23,750.00			-	23,750.00
Chairs-4 (Neutral Posture)	1		3,034.08			-	3,034.08
Furniture (Wrightline)	1		4,557.08			-	4,557.08
Headsets (B&H Photo)	1		4,291.35			-	4,291.35
Mapping Monitors/Computers (CDWG)	1		6,298.89			-	6,298.89
						-	-
						-	-
						-	-
						-	-
						-	-
				Subtotal		-	41,931.40
				Tax and Surcharge			
				<b>TOTAL APPROVED</b>			<b>\$41,931.40</b>

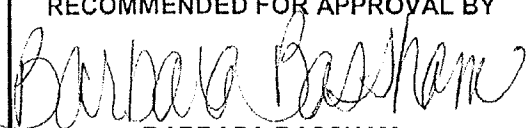
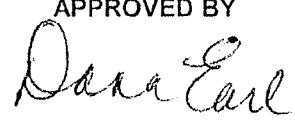
TD-288 expiration date: N/A

Fiscal Year: 2015/2016

All invoices shall refer to tracking number: 19382

Account Name: 3201/702.12

*The State of California's monetary obligation under this agreement in subsequent fiscal years is subject to, and contingent upon, availability of funds in the State Emergency Telephone Account. Please be advised that this commitment to fund does not constitute a binding purchase order agreement.*

<b>RECOMMENDED FOR APPROVAL BY</b>  <b>BARBARA BASSHAM</b>	<b>Telephone Number</b>  <b>916-657-9680</b>	<b>APPROVED BY</b>  <b>DANA L. EARL</b>	<b>Date</b>  <b>4/19/16</b>
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# Wright Line Quote for Plumas County Sheriff's Office

Customer Name: Michael Grant  
 Address: 1400 E Main St  
 Quincy, CA 95971  
 Customer Phone: 530-283-6375  
 Email Address: mgrant@digitalpath.net

Lotus Quote No: Q86003\_02985 Rev 3  
 Today's Date: 12/8/2015

Ship Contact: Michael Grant  
 Ship Phone: 5302836375

WL Rep Name: Dan Williams  
 WL Rep Phone: 916-276-8234  
 WL Rep Email: DanWilliams@Eaton.com

Inside Delivery:	No	Receiving Dock:	No
Floor No:		Remove Debris:	No
Elevators:	None	Union:	No
Truck with Lift Gate:	No		

Req Date: 5/20/2010

LN	Qty	Item No	Description (Colors/Comments)	Unit Price	Dis	G	Ext Price
<b>Table</b>							
1	1	WT7224SP	72 X 24 Linx Top Steel: Black - Laminate: Charcoal Matrix (Black Trim)	\$229.83	0.00%	G	\$229.83
2	1	WLSU2924	29H X 24D Left Std Upright Steel: Black	\$128.26	0.00%	G	\$97.29
3	1	WLSU2924	29H X 24D Left Std Upright <u>Steel: Black</u> Table	\$128.26	0.00%	G	\$97.29
							<b>\$424.41</b>
<b>Monitor Arm</b>							
1	3	KONWL6B	Fpd Arm-Pole Mount Dual Vert Fpd New version of PDFPDARM5: 8" taller	\$233.16	0.00%	G	\$699.48
<b>Cabinets</b>							
1	2	1M23	28" Cabinet, Underws. 2 Mod Drawers Opti: Black - Opti: Black	\$629.57	0.00%	L	\$1,259.14
2	2	7932	36 X 24 Classic Opti Top <u>Laminate: Charcoal Matrix (Black Trim)</u> Cabinets	\$107.87	0.00%	G	\$215.74
							<b>\$1,474.88</b>
<b>Console Components</b>							
1	4	999991	Special Product 89628 Control Box	\$240.00	0.00%		\$960.00
2	4	999991	Special Product 89629 Desk Panel w/ memory	\$44.00	0.00%		\$176.00
3	1	999991	Special Product <u>89484 Deskline Lift Column</u> Console Components	\$475.00	0.00%		\$475.00
							<b>\$1,611.00</b>
<b>SubTotal</b>							<b>\$4,209.77</b>
<b>Transportation</b>							<b>TBD</b>
<b>Installation</b>							<b>TBD</b>
<b>Tax</b>							<b>\$347.31</b>
<b>Total</b>							<b>\$4,557.08</b>

Terms  
 NET 30, pending credit approval.

Disclaimers

Installation, Tax and Transportation Charges, if provided, are estimates only

**Accepted By**

**Prepared by Wright Line:**

**Date**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Wright Line Signature

\_\_\_\_\_  
12/8/2015

\_\_\_\_\_  
Customer Printed Name

- The foregoing constitutes a written order accepted by the customer and Wright Line for the purchase of the goods described. Terms and conditions which also apply to this purchase order appear on the Terms & Conditions of Sale form and Warranty provisions, which constitute material parts of this order.
- Proposal valid for 30 days, except during special promotions. Proposals with special promotions are valid for the term of the promotion only, but not to exceed 30 days.
- Buyer to provide color requirements on their Purchase Order. If buyer fails to identify color requirements on the Purchase Order, buyer accepts the colors identified on the sellers quote as the approved configuration, and the Sales Order acknowledgement.

**Wright Line's remit-to address is:**  
**Wright Line LLC**  
**28204 Network Pl**  
**Chicago, IL 60673-1282**

**Federal Tax ID: 03-0471268**  
**Duns#: 001438084**  
**Cage Code: 81824**

**Send purchase orders to:**  
**Dan Williams**  
**160 Gold Star Blvd**  
**Worcester, MA 01606**

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

TRANSFER NUMBER

(Auditor's Use Only)

Department: SHERIFF

Dept. No: 70330

Date 4/25/2016

The reason for this request is (check one):

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

**Approval Required**

Board

Board

Board

Auditor

Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001S	70330	44275	STATE REIMBURSEMENT	41,933.00
Total (must equal transfer to total)				41,933.00

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001S	70330	521240	TOOLS & EQUIPMENT	4,292.00
0001S	70330	524312	CHAIRS/OFFICE FURNITURE	7,592.00
0001S	70330	529500	COMPUTERS	6,299.00
0001S	70330	540412	SOFTWARE	23,750.00
Total (must equal transfer to total)				

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Supplemental budget for purchase of 9-1-1 equipment \_\_\_\_\_

B) N/A \_\_\_\_\_

C) Expenses to be incurred immediately \_\_\_\_\_

D) State of California will reimburse for 9-1-1 equipment \_\_\_\_\_

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

*Roni Towery*

\_\_\_\_\_ 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.



3A



P.O. Box 3880  
47 Trilogy Lane  
Quincy, CA 95971  
530-283-3739  
530-283-5465 fax  
www.plumascorporation.org

April 22, 2016

Jeff Engle, Plumas County Board of Supervisors  
520 Main St. Rm. 309  
Quincy, CA 95971

Re: Proposition 50 Grant - Upper Feather River Watershed and Water Quality Improvement Project, Agreement No. 4600007650 – ***Non-payment of Final Invoice for 10% Withheld Funds***

Dear Supervisor Engle,

This letter is to provide you with a chronology and some background information on the status of our outstanding invoice to Plumas County for the 10% retention funds on work completed by Plumas Corporation for the Last Chance II Project that was funded by Prop. 50.

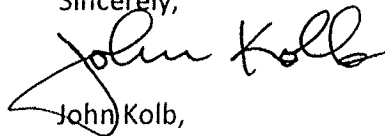
Plumas Corporation's project work on the Last Chance II Project took place between January 2007 and December 2013, and met all of the State's contractual requirements. A final report and invoice for the Last Chance project was submitted to Plumas County in February 2014, and payment on the final invoice (minus the 10% retention withheld from every invoice) was received in July 2014. The invoice for the 10% retention was submitted to the County on March 27, 2014. Subsequent invoice notices were submitted again in July and September 2014. Our September 2014 submittal requested that the County negotiate a payment plan to Plumas Corporation, with the understanding that the County was requesting an extension of their contract with the State through December 2015. We received no reply from the County to that request. We were notified that the County had requested another year extension on their contract in 2015, and even though that extension request was ultimately successful, we were fearful of even more delays and sent another invoice notice to the County in January 2016. This prompted some email communication that the invoice was being signed for submittal to the State in late January or early February of 2016, two years after our initial request for payment.

The following un-reimbursed expenditures incurred by Plumas Corporation under the County's Prop. 50 contract with the CA Dept. of Water Resources are still outstanding:

10% Retained Funds for LCII Project	\$39,377.93
10% Retained Funds for Quincy Wetlands Project <sup>1</sup>	<u>\$20,854.45</u>
<b>Total Due to Plumas Corporation</b>	<b>\$60,232.38</b>

The many delays on this reimbursement have become a burden to our organization, forcing us to maintain a line of credit for which we must pay interest, without any compensation. The lack of response and the handling of this matter by Plumas County have been very disappointing, and does not instill confidence in the County's management of future Integrated Regional Water Management Plan projects. We very much appreciate your attention to this matter and your willingness to address this issue with the rest of the Board.

Sincerely,

A handwritten signature in black ink, appearing to read "John Kolb". The signature is fluid and cursive, with the first name "John" and last name "Kolb" clearly distinguishable.

John Kolb,  
Chair, Board of Directors

<sup>1</sup> Retention for the Quincy Wetlands Project cannot be released until that project is completed. The first phase of the Wetlands project was completed in 2013, with some monitoring remaining to be accomplished. Plumas County allowed its contract with Plumas Corporation to expire in 2014 and subsequently initiated a Proposition 50-supported contract directly with Quincy Community Services District which expanded the original scope of the project. QCSD then subcontracted with Plumas Corporation to provide project administration for the completion of this work for them. The additional work on this project is expected to be completed in 2016.

# BOARD OF SUPERVISORS

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



May 03, 2016

Assemblymember Mike Gatto  
Chair of the Utilities and Commerce Committee  
State Capitol • Sacramento, CA 95814

**Re: AB 2395 (Low) - Opposed**

Dear Assemblymember Gatto,

On behalf of the Plumas County Board of Supervisors, please accept this letter in opposition to AB 2395 (Low). Plumas County represents approximately 20,000 people. We believe the people of Plumas County, many of which are senior citizens, should have the right to choose traditional home phone service.

Many of us choose to keep our copper-based home phones even if we own mobile phones:

- 1) Don't take away the most reliable way to reach 911 in an emergency——
  - a. 911 dispatch centers automatically know our location when we call from home
  - b. Our home phone lines will keep working for weeks if there is a power outage
  - c. Wireless signals can be unreliable when we need our phones the most
- 2) Don't let vulnerable people be left without reliable phone service
  - a. A third of low-income LifeLine households choose copper-based home phones
  - b. Many seniors without broadband depend on old-fashioned home phones
  - c. People who are disabled or medically fragile often need landlines for med-alerts
- 3) Don't let landline providers force people to use more expensive mobile and digital services.
  - a. Many people choose landlines because more affordable
  - b. Others choose landlines because of reliability, especially in rural communities
  - c. It can make it harder to reach small businesses that have no landlines

We believe the people should have the right to choose. AB 2395 would take away these basic rights.

On behalf of Plumas County, I am asking you to Vote No on AB 2395.

Sincerely,

Sharon Thrall, Chair  
Plumas County Board of Supervisors



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## EMPLOYMENT AGREEMENT

This Agreement is entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and NANCY SELVAGE, hereinafter referred to as "CONTRACT EMPLOYEE," for the provision of services to the COUNTY in the capacity of Human Resources Director.

The parties agree as follows:

1. SERVICES PROVIDED

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

2. TERM

CONTRACT EMPLOYEE shall be employed as the Plumas County Human Resources Director, effective May 3, 2016, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

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

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

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

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

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

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

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

4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid on bi-weekly basis, in the same manner as appointed department heads. Effective beginning May 3, 2016, CONTRACT EMPLOYEE shall be paid an initial base salary rate of Six Thousand Forty-eight and No/100 Dollars (\$6,048.00) per month. Subject to satisfactory performance evaluation, the base salary shall increase to the sum of Six Thousand Three Hundred Fifty and 40/100 Dollars (\$6,350.40) per month after six (6) months of service; to the sum of Six Thousand Six Hundred Sixty-seven and 92/100 Dollars (\$6,667.92) per month after eighteen (18) months of service; to the sum Seven Thousand One and 32/100 Dollars (\$7,001.32) per month after thirty (30) months of service; to the sum of Seven Thousand Three Hundred Fifty-One and 38/100 Dollars (\$7,351.38) per month after forty-two (42) months of service; and to Seven Thousand Seven Hundred Eighteen and 95/100 Dollars (\$7,718.95) per month after fifty-four (54) months of service. If a cost of living adjustment ("COLA") is generally provided to County Department Heads as a group, CONTRACT EMPLOYEE will receive the COLA in addition to the foregoing salary.

CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

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

6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to change from time-to-time as negotiated between the CONTRACT EMPLOYEE and the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual).
- b. Vacation accrual: (initially 10 days per year based on total and continuous years of county service according to County Personnel Rules).
- c. CalPERS retirement: 2% at 55, provided that CONTRACT EMPLOYEE is qualified as a "classic member" under the California Public Employee Retirement Law; otherwise, 2% at 62 if a PEPR member.
- d. Forty (40) hours of administrative leave per year initially credited on the date of hire.
- e. Holidays: Thirteen (13) paid holidays per year as listed in the County personnel rules.
- f. Bereavement Leave: Five (5) days per incident for defined family members.
- g. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.
- h. Health Insurance (medical, dental, and vision coverage): CONTRACT EMPLOYEE shall receive the same health insurance benefit package as is received by the County's appointed department heads under the personnel rules and other county policies.

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

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

separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 30-day notice period specified in section 3 of this Agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

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

8. NON-ASSIGNABLE:

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

9. MODIFICATION

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

10. ATTORNEY'S FEES AND COSTS

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

11. INTEREST OF CONTRACT EMPLOYEE

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

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

12. SEVERABILITY

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

13. ENTIRE AGREEMENT

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

14. RIGHT TO CONSULT WITH COUNSEL

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

15. INTERPRETATION OF AGREEMENT

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

16. NOTICES

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

17. INDEMNIFICATION

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

18. REPORTING

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

19. GENERAL PROVISIONS

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

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



20. EFFECTIVE DATE

This Agreement shall be effective on May 3, 2016, (the "Effective Date") if approved by both parties.

21. SIGNATURES

**COUNTY:**

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

By \_\_\_\_\_  
Sherrie Thrall, Chair  
Plumas County Board of Supervisors

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

**CONTRACT EMPLOYEE:**

  
\_\_\_\_\_  
NANCY SELVAGE  
"Contract Employee"

Dated: 4/25/16

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

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

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3F

**DATE:** 4-11-16

**TO:** Honorable Board of Supervisors

**FROM:** Ellen Vieira, Director

**RE: The Appointment of Christine Crawford to the First 5 Plumas  
County Commission**

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**RECOMMENDATION:**

Approve the appointment of Christine Crawford to the First 5 Plumas County Children and Families Commission.

**HISTORY:**

Chris Crawford applied for membership on the Commission in February 2016. She is currently the Program Manager of the Court Appointed Special Advocate Program (CASA), which operates under the umbrella of Plumas Crisis Intervention and Resource Center (PCIRC). The CASA Program provides advocacy and support to children in the foster care system. The program does serve children ages 0-5.

On March 3, 2016, an Ad Hoc Committee consisting of Carol Burney, Chair, Colleen Kroll, Vice Chair and Director Vieira met with Ms. Crawford to interview her for an At-Large Commission membership position. She applied for membership to the Commission so that she "would have the opportunity to share and disseminate relevant information that pertains to the health and welfare of children birth through age five, and to learn about available services and activities within Plumas County that benefit, serve and support children."

Through the various home visiting First 5 contracts, the Commission's services to children in the foster care system has increased, so there is linkage between CASA and the children that First 5 serves. During the interview process, it was noted that Ms. Crawford has current and past policy level experience on boards and commission's and is well versed in the public meeting laws (Brown Act). She currently is the Chair of the Child Abuse Prevention Council and is a member of the Juvenile Justice and Prevention Commission. Ms. Crawford has the time to dedicate to the meetings, reading, and committee work that the Commission requires.

An updated Commission Matrix for the Board's review is attached.

Please contact me should you have any questions.

Thank you.

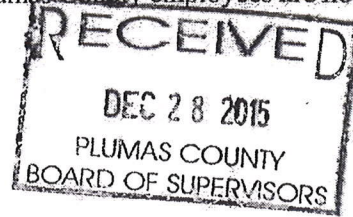
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**CLAIM AGAINST THE COUNTY OF PLUMAS**  
(Pursuant to Government Code §910.4)

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

**MAIL TO:**

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



**CLAIMANT INFORMATION**

1. Name of Claimant: David G. Knott
2. Date of Birth: 08/04/1961
3. Gender (circle one): ☒ Male ☐ Female
4. Mailing Address of Claimant:  
640 Grand Ave., Suite C Carlsbad CA 92008  
Address City State Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):  
\_\_\_\_\_  
Address City State Zip
6. Telephone Number of Claimant: (858) 837-1467

**INFORMATION ABOUT CLAIM**

7. Incident Date: Month Sept Day \_\_\_\_\_ Year 2015
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):  
\_\_\_\_\_  
\_\_\_\_\_
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):  
On August 26, 2015, the U.S. bankruptcy Court, Southern District of California issued an Order approving the sale of APN #'s 125-234-003, 125-203-011, 125-203-012, 125-203-013, 125-203-014 and 125-203-015 then belonging to the bankruptcy estate of La Jolla Loans, Inc., (Case No. 10-02054 LA7) to me (David G. Knott). During September of 2015 I discovered that all of the lots had been sold by the County of Portola prior to August 26, 2015 without proper authorization from the bankruptcy court.
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:  
The bankruptcy Trustee's Counsel, Richard C. Norton, Esq., wrote a letter (at no cost to me) to the Plumas County Recorder's Office dated 9-23-15 requesting resolution and correction of the unauthorized sales. Said letter was ultimately received and responded to by County Counsel Stephen L. Mansell. Said exchange did not resolve the problem. As a result, I have had to engage legal counsel to protect my interests. (\*\* continued on attached Exhibit "A" \*\*)

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ 5,000.00
12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: ☐ YES ☐ NO
13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

I don't know who conducted the sales but it appears that the office of the Treasurer is responsible

#### CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ YES ☐ NO
15. Name of insurance carrier and telephone number (including area code):

_____	_____		
Name	Telephone Number		
_____			
Address	City	State	Zip

16. Policy Number: \_\_\_\_\_
17. Are you the registered owner: ☐ YES ☐ NO
18. Amount of deductible: \$ \_\_\_\_\_
19. Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

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

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

Signature

Date

David G. Knott  
Printed Name of Person Completing Claim

Exhibit "A"

to Claim Against the County of Plumas

I have since paid a \$3,500 retainer to the Farley Law Firm of Visalia, California to prepare and submit to the County Board of Supervisors a Petition To Rescind the sales. Additionally, I have engaged the law offices of Randolph C. Houts at a rate of \$280 per hour to contest the sales under Federal Bankruptcy laws. The Law Offices of Mr. Houts has only been paid \$239.50 through the most recent invoice dated December 3, 2015. However, Mr. Houts has had considerably more billable time on this case since December 3, resulting from the preparation of a letter recently sent to the County Counsel and the Board of Supervisors dated December 14, 2015 demanding that the sales in question be rescinded. At this time, I do not know how many hours I have been billed on the December invoice from Mr. Houts or how many hours may be billed thereafter and I therefore do not know what the total costs to resolve this matter will be.