



## **BOARD OF SUPERVISORS**

Michael Sanchez, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Lori Simpson, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF JUNE 5, 2018 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

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

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

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Quincy Chamber of Commerce: 73<sup>rd</sup> Annual Plumas-Sierra County Fair Parade, Saturday, August 11, 2018 at 10:00 a.m., Quincy, CA)

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

Approve Board minutes for May 2018

#### **C) BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign FY 18-19 contract between County of Plumas and Sutter Yuba Behavioral Health, not to exceed \$120,000, for client treatment services; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign FY 18-19 contract between County of Plumas and Skyway House, not to exceed \$30,000, for client treatment services; approved as to form by County Counsel
- 3) Approve and authorize the Behavioral Health Director to sign Purchase of State Hospital Beds Memorandum of Understanding between California Department of State Hospitals and California Mental Health Services Authority (CalMHS) and Participating Counties; approved as to form by County Counsel

#### **D) LAST CHANCE CREEK WATER DISTRICT**

- 1) Approve and authorize the Chair to sign amended Bylaws of Last Chance Creek Water District
- 2) Approve Last Chance Creek Water District "Rules and Regulations for Collection of Water Charges and the Use & Distribution of Water" as submitted and approved by the District Board on May 3, 2018

**E) LIBRARY**

Authorize the Library to recruit and fill vacant, funded and allocated .65 FTE Librarian position, created by resignation

**F) SOCIAL SERVICES**

Authorize the Department of Social Services to retain an Extra-Help Office Assistant position for up to 40 hours per week until an Office Assistant position is filled by a permanent employee

**G) COUNTY COUNSEL**

Approve and authorize the Chair to sign Legal Services Agreement between County of Plumas and Attorney Robert McIlroy to provide court-appointed counsel to conservatees for FY 2018-2019; approved as to form by County Counsel

**H) FACILITY SERVICES/AIRPORTS**

- 1) Approve and authorize the Chair to sign contract between County of Plumas and All Weather, not to exceed \$12,875, for purchase and installation of new AWOS for Chester-Rogers Field; approved as to form by County Counsel
- 2) Authorize the Department of Facility Services to waive fees for use of the Greenville Town Hall for Greenville High School Boosters Club on July 21, 2018
- 3) Authorize the Department of Facility Services to waive fees for use of the Greenville Town Hall for Greenville High School 2018 Sober Graduation on June 15, 2018
- 4) Authorize the Department of Facility Services to waive fees for use of the Taylorsville Campground for two nights, August 29<sup>th</sup> – August 31<sup>st</sup> for Plumas Charter School Annual All School Campout

**I) SHERIFF**

Approve budget transfer of \$18,000 from Victim Witness Other Wages (51020) to Overtime (51060) and Office Expense (521800) for FY 17-18 expenses

**J) PUBLIC WORKS**

Solid Waste Division:

- 1) Approve and authorize the Chair to sign Amendment No. 1 to existing contract between County of Plumas and R3 Consulting Group for continuing review of draft franchise agreements and perform annual review of contractor financial statements of the Plumas County Solid Waste Program; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Amendment No. 4 to existing contract between County of Plumas and Vestra Resources, Inc. to perform groundwater sampling and analysis for the Chester and Gopher Hill Landfills; approved as to form by County Counsel

**K) PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Public Health Director to sign contract between County of Plumas and Lassen-Plumas-Sierra Community Action Agency for funding the Senior Nutrition Program; approved as to form by County Counsel
- 2) Adopt **RESOLUTION** to accept and authorize the Director of Public Health to sign Agreement Number 17-10996 from the California Department of Public Health, Safe and Active Communities Branch (SACB) for the Prescription Drug Overdose Prevention Grant; approved as to form by County Counsel

2. **VETERANS COLLABORATION** – Scott Quade

Presentation regarding Plumas County Veterans Collaboration including the Veterans Stand Down Event to be held September 22, 2018

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

Consider request of Big Fish Creations to continue their Professional Services Agreement with Plumas County, not to exceed \$7,200, to maintain and support the Explore Plumas County website for FY 2018-2019; discussion and possible action

4. **DEPARTMENTAL MATTERS**

A) **DISTRICT ATTORNEY** – David Hollister

Adopt **ORDINANCE**, first introduced on May 15, 2018, Amending Section 2-5.204 of Chapter 5 of Title 2 of Plumas County Code (Salary: Setting base salary of District Attorney/Public Administrator at \$100,731.96). **Roll call vote**

B) **HUMAN RESOURCES** – Nancy Selvage

- 1) Adopt **RESOLUTION** to Amend FY 2017-2018 Job Classification and Wage Range 3269 for Environmental Health Director. **Roll call vote**
- 2) Approve and authorize the Chair to sign Amendment to Employment Agreement between County of Plumas and Gerald Sipe, Environmental Health Director (5% base salary increase to \$82,701 annually), effective May 15, 2018; discussion and possible action
- 3) Adopt **RESOLUTION** to Amend FY 2017-2018 Job Classification and Wage Range 4327-4543 for Planning Director, Department 20490. **Roll call vote**
- 4) Approve and authorize the Chair to sign Amendment to Employment Agreement between County of Plumas and Randell S. Wilson, Planning Director (5% base salary increase to \$94,494 annually), effective May 15, 2018; discussion and possible action

C) **BUILDING DEPARTMENT** – Charles White

- 1) Authorize the Code Enforcement Officer to work 10 hours per day, four days per week from April to October during the longer, daylight months; discussion and possible action
- 2) Pursuant to “Plumas County Overnight Vehicle Assignment Policy”, authorize the Building Official to assign a permanent vehicle to the Code Enforcement Officer for reasons of efficiency and economy; discussion and possible action
- 3) Approve and authorize the Chair to sign contract between County of Plumas and Meritance Systems for new permitting software approved in the 2017/2018 budget; approved as to form by County Counsel; discussion and possible action

5. **BOARD OF SUPERVISORS**

- A. Approve and authorize the Chair to sign Response to the 2017-2018 Plumas County Grand Jury Jail Report; discussion and possible action
- B. Ratify letter to the Department of Forestry Fire Protection, dated May 29, 2018, regarding support for the Plumas County Fire Safe Council Community Chipping Program; discussion and possible action
- C. Appoint Andrew Woodruff as Director of Public Health, effective June 5, 2018; and approve and authorize the Chair to sign employment agreement; 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

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

**6. BOARD OF SUPERVISORS**

Report and update by Susan Scarlett, Budget Consultant on the FY 2018-2019 Budget preparation/process; discussion, possible action and/or direction

**Convene as the Plumas County Board of Equalization**

**7. CLOSED SESSION**

Continue deliberations pursuant to California Revenue and Taxations Code §1605.4 (Assessment Appeal Applications 17-25 – West Almanor Community Club)

**Adjourn as the Plumas County Board of Equalization and reconvene as the Board of Supervisors**

**8. CLOSED SESSION**

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

- A. Personnel: Public employee appointment or employment – County Administrator
- B. Conference with Legal Counsel: Existing litigation - “Adler, et al., Petitioners v. County of Plumas, et al., Respondents, and Genesee Valley Ranch, LLC, et al., Real Parties in Interest,” Plumas Superior Court Case No. CV17-00152
- C. 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)
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- 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, June 12, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.

# BOARD OF SUPERVISORS

MICHAEL SANCHEZ, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



June 5, 2018

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request**  
**QUINCY CHAMBER OF COMMERCE**  
73rd Annual Plumas-Sierra County Fair Parade, Saturday, August 11,  
2018 at 10:00 a.m., Quincy, 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,

Jeff Engel, Chair

Cc: Plumas County Director of Public Works



## Quincy Chamber of Commerce

### 73<sup>rd</sup> Annual Fair Parade

PO Box 215

Quincy, CA 95971

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

(530) 394-0541



Plumas County Board of Supervisors  
520 Main Street  
Quincy, California 95971

RE: 73<sup>rd</sup> Annual Plumas-Sierra County Fair Parade  
Saturday, August 11<sup>th</sup>, 2018 at 10:00 am

Honorable Plumas County Supervisors,

At the request of California Department of Transportation, I am seeking your permission for the 73<sup>rd</sup> Annual Plumas-Sierra County Fair Parade on Saturday, August 11, 2018 at 10:00 am in Quincy, California. The parade route will begin on Lindan Street and travel West on Main Street. The parade will make a left turn on Court Street and then travel East on Jackson Street. The parade will end at the corner of Jackson and Lindan Streets, which is the same route we have used for the last several years.

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

Respectfully,

Cheryl Kolb  
Parade Coordinator



**Date:** May 18, 2018

**To:** The Honorable Board of Supervisors

**From:** Louise Steenkamp, Acting Director *JS*

**SUBJECT:** Agenda Item for June 5, 2018, Board Meeting

**RE: APPROVE AND AUTHORIZE THE CONTRACT BETWEEN PLUMAS COUNTY OF BEHAVIORAL HEALTH AND SUTTER YUBA BEHAVIORAL HEALTH.**

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve and execute the FY 2018-2019 between Sutter Yuba Behavioral Health, a treatment facility, and Plumas County Behavioral Health.

**BACKGROUND AND DISCUSSION:** This contract will allow Sutter Yuba Behavioral Health, a treatment facility, to provide client services.

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



**Date:** May 18, 2018

**To:** The Honorable Board of Supervisors

**From:** Louise Steenkamp, Acting Director *JS*

**SUBJECT:** Agenda Item for June 5, 2018, Board Meeting

**RE: APPROVE AND AUTHORIZE THE CONTRACT BETWEEN PLUMAS COUNTY OF BEHAVIORAL HEALTH AND SKYWAY HOUSE.**

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve and execute the FY 2018-2019 between Skyway House, a treatment facility, and Plumas County Behavioral Health.

**BACKGROUND AND DISCUSSION:** This contract will allow Skyway House, a treatment facility, to provide client services.

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

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

270 County Hospital Road, #109 Quincy, CA 95971

PH (530) 283-6307 FAX (530) 283-6045

W. Robert Brunson, LMFT, Director



**Date:** May 18, 2018

**To:** The Honorable Board of Supervisors

**From:** Louise Steenkamp, Acting Director *JS*

**SUBJECT:** Agenda Item for June 5, 2018, Board Meeting

**RE: APPROVE AND AUTHORIZE MOU BETWEEN CALIFORNIA STATE HOSPITALS AND CALIFORNIA MENTAL HEALTH SERVICES (CalMSHA) AND PLUMAS COUNTY.**

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**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve and execute the FY 2016-2019 MOU between California State Hospitals and California Mental Health Services (CalMSHA) and participating counties.

**BACKGROUND AND DISCUSSION:** This MOU is for the purchase of state hospital beds from the Department of State Hospitals for Plumas County Behavioral Health clients. The Department of State Hospitals will reimburse Plumas County for the use of client beds.

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

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**2018-3 RESOLUTION OF  
LAST CHANCE CREEK WATER DISTRICT  
TO AMEND THE BYLAWS**

WHEREAS, the Last Chance Creek Water District ("the District") is a water district formed in 1956 under the California Water Code;

WHEREAS, pursuant to California Water Code, Section 35807, the Board of Directors of the District may do any and every lawful act necessary to manage and conduct the business and affairs of the District;

WHEREAS, pursuant to Water Code, Section 35300, the Board of Directors shall prepare bylaws consistent with the Constitution and laws of the State of California;

WHEREAS the Board of Directors adopted Amended Bylaws and approved by the Board of Supervisors of the County of Plumas on April 14, 2009; and

WHEREAS, the Board of Directors feels it is in their best interest to further amend the bylaws as attached hereto.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE LAST CHANCE CREEK WATER DISTRICT:

The Board of Directors hereby approves and adopts the 2018 Amended Bylaws attached hereto, replacing any and all prior versions.

PASSED and ADOPTED by the Board of Directors of the Last Chance Creek Water District on this 3 day of May (month), 2018, by the following vote:

Aye 5  
Nay 0  
Abstain 0  
Absent 0

Signed: Rick Rabito  
President

ATTEST: Carolyn D. Roberts  
Board Secretary

Upon entry of this Resolution by the Board of Directors, the Bylaws will be submitted to the Board of Supervisors for the County of Plumas for final approval.

**AMENDED BYLAWS**  
**LAST CHANCE CREEK WATER DISTRICT**

These Amended Bylaws are adopted pursuant to Water Code Section 35300, *et seq.*, and shall become effective upon recording at such time as (1) either 4/5ths of the Board of Directors of the District have approved these Amended Bylaws and the Amended Bylaws have been submitted to the Board of Supervisors of the County of Plumas and approved by that Board, or (2) the Bylaws have received a 2/3 vote at a District election or by Petition submitted to the District. The Bylaws shall be effective on the first business day following the occurrence of either of those described events and following their recordation:

1.0 Board of Directors:

The District shall be governed by a Board of Directors consisting of five (5) directors qualified in accordance with the laws of the State of California. The Directors shall serve in accordance with the terms and be elected in accordance with procedures established by the laws of the State of California existing from time to time.

2.0 Treasurer, Assessor, Tax Collector and Secretary:

The offices of the Treasurer, Assessor and Tax Collector of the District are consolidated and shall be appointed by the Board from time to time in accordance with the Division 13 of the Water Code. The Secretary of the District shall be appointed by the Board of Directors from time to time.

3.0 Compensation of Officers:

Compensation of the officers and directors is specifically not established by these Bylaws and shall be an amount less than the maximum amount specified by Water Code Section 34740, *et seq.* or its successor sections and established from time to time by the Board of Directors by majority vote. No officer may appoint a deputy or establish a salary for a deputy without the

of water distribution facilities. The fine for violation of the Bylaws or those Rules and Regulations shall be \$200 per violation per day.

9.0 Meetings of Board of Directors:

All meetings of the District Board of Directors shall be noticed and shall be held and conducted in accordance with the requirements of California law existing from time to time.

These Bylaws were adopted by the following vote of the Board of Directors constituting a 4/5ths vote of the Board of Directors on \_\_\_\_\_, 2018, at a regularly convened meeting, and constitute Amended Bylaws of the Last Chance Creek Water District. Subsequently, the Amended Bylaws will be submitted to the Board of Supervisors of the County of Plumas for consideration and approval, as Bylaws and Amended Bylaws were previously approved on November 12, 2003, and April 14, 2009. These Amended Bylaws shall therefore be effective upon the recording of this Resolution and Certification of approval by 4/5ths approval of the Board of Directors of the District and a majority of the Board of Supervisors of the County of Plumas.

Ayes:

Noes:

Absent:

Abstain:

**LAST CHANCE CREEK WATER DISTRICT**

By \_\_\_\_\_

**Richard M. Roberti**  
**President, Board of Directors**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

**PLUMAS COUNTY BOARD OF SUPERVISORS:**

By \_\_\_\_\_  
**Chairman of the Board of Supervisors of the County of Plumas**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**STATE OF CALIFORNIA )**  
**COUNTY OF PLUMAS )**

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument of the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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\_\_\_\_\_  
Notary Public

1D2

2018-2 RESOLUTION OF  
LAST CHANCE CREEK WATER DISTRICT  
ADOPTING RULES & REGULATIONS

WHEREAS, the Last Chance Creek Water District ("the District") is a water district formed in 1956 under the California Water Code;

WHEREAS, pursuant to California Water Code, Section 35807, the Board of Directors of the District may do any and every lawful act necessary to manage and conduct the business and affairs of the District;

WHEREAS, pursuant to Water Code, Section 35423, the Board of Directors shall have power to establish rules and regulations for the distribution and regulation of water; and

WHEREAS the Board of Directors considers it in the best interest to adopt the 2018 Rules & Regulations attached hereto.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE LAST CHANCE CREEK WATER DISTRICT:

The Board of Directors hereby approves and adopts the 2018 Rules & Regulations attached hereto, replacing any and all prior versions.

PASSED and ADOPTED unanimously by the Board of Directors of the Last Chance Creek Water District on this 3 day of May (month), 2018, by the following vote:

Aye 5  
Nay 0  
Abstain 0  
Absent 0

Signed: Richard M Rabate  
President

ATTEST:

Carolyn Roberti  
Board Secretary

Upon entry of this Resolution by the Board of Directors, the Rules and Regulations will be submitted to the Board of Supervisors for the County of Plumas for final approval.

## **LAST CHANCE CREEK WATER DISTRICT**

### **RULES AND REGULATIONS FOR COLLECTION OF WATER CHARGES AND THE USE & DISTRIBUTION OF WATER**

Adopted \_\_\_\_\_, 2018

Last Chance Creek Water District, hereinafter called "District," is a State agency governed by a Board of Directors elected by the landowners holding adjudicated water rights under the *Judgment and Decree in the Matter of the Determination of the Rights of the Various Claimants to the Water of that Portion of Middle Fork of Feather River and its Tributaries Situate Above Beckwith in Plumas County and Being within Sierra and Plumas Counties, California, Decree Number 3095*, within the District's boundaries. The District Operates under the Water Code of the State of California. It makes no profit and is operated for the sole benefit of the lands and landowners within its boundaries.

#### **Article I**

##### **Authority**

These Rules and Regulations are adopted pursuant to the Water Code and the provisions within Division 13 of the Water Code to effect orderly, efficient, and equitable distribution and use of the water owned and supplied to and by the District.

The District has the authority to direct its agents, with regards to the water distribution of Last Chance Creek in accordance with California Water Code Division 13, Decree Number 3095, the Water Storage Contract, District Bylaws and these Rules and Regulations.

California Water Code 35423 provides the District the power to establish, print, and distribute rules and regulations for the distribution of water. According to California Water Code 35423, "A district may provide [in these Rules and Regulations] that water shall not be furnished to (1) persons who violate the rules and regulations or against whom there are delinquent water, standby, facility, or other charges, or penalties or interest on any such charges, or (2) land against which there is a delinquent assessment."

The District has the authority to construct, reconstruct, repair, maintain, and access the water distribution system and conveyances for the effective and orderly delivery and distribution of water.

#### **Article II**

##### **Definitions & General Provisions**

A. "Assessment" includes any and all fees levied for the use of the District to deliver Contract Water and Decree 3095 water, and to pay for the Watermaster Service. *See also*

definition for “charges” and “water charges.”

B. “Board” means the Board of Directors of “District.”

C. “Charges” see “Water Charges” defined below.

D. “Contract” means the storage water contract between The Department of Water Resources of the State of California and Last Chance Creek Water District for the Delivery of Water (State Water Project Analysis Office #11300).

E. “Contract Storage Water Rights” (“Contract Rights”) means that storage water delivered under the Contract that can be used by the District Constituents on any District water-righted land within the District Boundaries pursuant to the Contract or Court Decree 3095.

F. “Contract Water” means that water delivered and allocated under the Contract Rights. Within the first few months of each year, DWR determines the amount of Contract Water to be delivered based on the Contract, water storage and forecasting any additional spring runoff that might occur.

G. “Court Decree” or “Decree 3095” means that Adjudication of Water Rights entered in Plumas County Superior Court Action No. 3095, entitled *“In the matter of the determination of the rights of the various claimants to the water of that portion of Middle Fork of Feather River and its tributaries situated above Beckwith in Plumas County and being within Sierra and Plumas Counties, California”* dated January 19, 1940.

H. “Constituent” or “Landowner” means any landowner owning lands within the boundaries of the Last Chance Creek Water District, said lands having been identified by the *Judgment and Decree in the Matter of the Determination of the Rights of the Various Claimants to the Water of that Portion of Middle Fork of Feather River and its Tributaries Situate Above Beckwith in Plumas County and Being within Sierra and Plumas Counties, California, Decree Number 3095*, and as having specified quantities of appropriated water adjudicated to them by priority and individual legal land subdivision.<sup>1</sup>

I. “Decreed Water” means that amount of water allocated pursuant to Court Decree 3095 also consisting of the natural inflow of Frenchmen Creek not attributed to stored Contract Rights. In other words, Decreed Water is delivered when flow into Frenchman Reservoir are treated as outflow, as if no dam exists. Decreed water is also delivered in spill situations when the outflow exceeds inflow and the reservoir is full.

J. “Delinquent Payment” means any payment received after thirty days following the due date as stated on the “Statement of Water Charges” or as otherwise outlined in Section 12(c) below.

K. “District” means Last Chance Creek Water District, formed in 1956 as an independent

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<sup>1</sup> To assist in the administration of water, the Sierra Valley Watermaster keeps a tract map of lands receiving Decree 3095 water.

special district under the State Board of Equalization and existing under the California Water Code § 34000-38501.

L. “Ditch” means all conduits, headworks, gates, structures, or other diversion Works within a district whether or not operated or maintained as a District Work or Private Conduit. A Private Ditch or Lateral is any conveyance that carries water from the Decree 3095 point of diversion/delivery to the place of use, and shall be maintained by the Constituent Landowner identified under Decree 3095 or its successor as using that point of diversion. *See also* “Private Conduits” below.

M. “DWR” means the Department of Water Resources of the State of California. DWR administers the Contract Storage Water for Frenchman Lake and sets the allotment of water to be delivered to the District under the Contract on an annual basis.

N. “Operate” and “Operation” includes use, acquisition, construction, improvement, maintenance, planning and repair.

O. “Person” means any Person, firm, association, organization, partnership, business trust, corporation, company or any other individual or entity. Person does not include a public agency of the State of California or a special district.

P. “Private Conduits” means ditches, pipelines, standpipes, drains, pumps, and structures within the District and owned and maintained by private Persons or Constituents. *See also* “Ditch” above.

Q. “Rules” include Regulations, and “Regulations” include Rules.

R. “Water Charges” can include “Charges” as defined above, and means any and all charges for the delivery of water, including but not limited to the District’s operation and maintenance charges, and those charges to cover the contract payment to DWR for Contract Water as defined herein; the District can use monies received for Water Charges to defray the ordinary operation or maintenance expenses of the District and for any other lawful District purpose.

S. “Watermaster Service” means that service provided by DWR to measure, release, and deliver, and otherwise administer waters of Last Chance Creek. This service includes the Watermaster releases of Contract Water to the District at the Frenchman dam reservoir as well as the Watermaster delivery of Decreed Water to the point of diversion as listed in the Decree 3095.

T. “Works” of the District includes any facilities which the District by written agreement approved by the Board of Directors, agrees to obtain or accept title to and/or agrees to acquire, plan, construct, maintain, improve, install, operate, and keep in repair all canals, laterals, ditches, drains, pipelines, conduits, crossings, pumps, check gates, weirs, and measuring devices used in connection with, and such facilities, for the production, storage, transmission, and distribution of water, and any drainage or reclamation works connected therewith and all other facilities owned and operated by the District and used in connection with the performance of its business of using and distributing water within the District.

## Article III

### Rules and Regulations

#### **RULE 1 – Management**

The operation and maintenance of the water distribution system of the District shall be under the exclusive control of the Board of Directors. Frenchman Dam is the property of the State Water Projects (“SWP”) and the ditches, diversion structures and laterals leading from the Last Chance Creek are privately owned or co-owned.

The District may employ such personnel as may be required and authorized by the Board of Directors for the use, acquisition, construction, improvement, maintenance, planning and repair of system facilities that the District may acquire hereafter, as provided for in California Water Code 35401.

#### **RULE 2 – Control of Works**

Any Works and other structures belonging to and/or operated by the District, including but not limited to the Division Dam for the North Creek/East Creek split, located within T23N R16E, Sec. 26, NWNW MDB&M, will be maintained by the District and their operation will be under the exclusive control of the authorized staff, contractors, and agents of the District. *See* California Water Code 35401. No other Person shall interfere with said Works in any manner, except in case of an order from the Board.

Control of Frenchman Dam is with DWR subject to the District’s Contract with DWR. Control of distribution of water under Decree 3095 is currently with DWR’s Watermaster Service. Should the District ever be given a role in allocating water under the Decree 3095 and the supplemental waters contracted for by the District, this rule shall apply to the Districts’ role and duties.

#### **RULE 3 – Tampering & Damage to District Facilities**

At the time of adoption of these Rules and Regulations, the District controls the operation and maintenance of the following structures:

- Division Dam within T23N, R16E, Sec. 26, NWNW, MDB&M.

It is the policy of the District that all other diversion structures to deliver Decree 3095 or Contract Water, are owned by and to be operated, maintained and replaced by the Landowners receiving water service from District in accordance with District’s directions in regard to the use and diversion of District water.

Manipulation of District Works or other structures is forbidden, unless permission is given by the Board of Directors. For example, cutting canal or ditch banks and/or placing dams or other obstructions in District-owned canals, conduits or ditches is prohibited.

In order to promote the free flow of water through the system and to avoid flooding damages, it is the policy of the District that in the non-irrigation season and when irrigation/or other decreed water use is not actively being pursued, that diversion boards should be removed.

Use of District-owned property, including but not limited to, the removal of dirt, the utilization of the canal bank on which to turn farm or livestock equipment, the placing of toe ditches, drainage ditches, fences, trees, or other crops, pumping plants, structures or other obstructions upon the District's rights-of-way are also prohibited, unless done with the specific permission of the District's Board.

Any damage done to the District's Works occasioned by the use or misuse of the District's Works, shall be the responsibility of those making such use or misuse of the property. If it is found necessary for the District to repair such damage, those responsible thereof shall pay all costs of such repairs.

The District has the sole authority to acquire, plan, construct, reconstruct, maintain, improve, operate and keep in repair any and all works necessary for production, storage, transmission and distribution of water as provided in Water Code 35401.

#### **RULE 4 – Operation & Maintenance**

The legal provisions in Division 13 of the Water Code governing maintenance of privately owned ditches and the District's powers with respect thereto, are included herein and made applicable herein as if set forth fully and completely herein.

The operation and maintenance of privately owned headworks, ditches or laterals shall be the sole responsibility of the Landowners who use the private ditch or lateral. "Use" of such ditch or lateral means irrigating from it, draining into it, allowing the grazing or watering of stock therein, or taking or permitting any action of any nature which is in any way responsible for any impairment of flow of water therein. Such Landowner is liable for his share of the cost of maintenance of the ditch or lateral affected by his conduct.

Privately owned ditches or laterals must be kept in reasonable repair and reasonably free of weeds and other obstructions, and to be of sufficient capacity at all times to carry an adequate amount of water to irrigate the Decree 3095 lands under them.

In the event that water is ordered or requested in excess of the capacity of the privately owned ditch, only amounts up to the capacity of the ditch will be delivered. If the ditch is in an unclean or otherwise unsuitable condition that a usable amount of Contract Water cannot, in the Watermaster's or District's reasonable judgment, be delivered safely or waste of water would result, delivery may be refused until such conditions are remedied.

All Landowners within the District shall construct and maintain adequate drainage facilities so that adjacent or lower lying lands will not be damaged, and no irrigator shall be delivered a greater amount of water than he can economically, reasonably and beneficially use without waste, and with due regard to the needs of other irrigators and Landowners.

The District will not be responsible for any loss or damage resulting from open ditch or drainage cuts, or improperly closed ditch or drainage cuts made by the Landowner in any privately owned ditch or lateral, or for the improper functioning of any gate, structure, or other diversion Works therein.

Agreements may be entered into by and between the District and Landowner owning a particular ditch or section thereof, for the construction, reconstruction, and/or maintenance thereof under appropriate sections of the Water Code.

If a private ditch, distribution system or irrigation system is not maintained in proper condition to conserve water and to avoid damage to surrounding or adjacent lands, and the cropping pattern and use requires improvement or maintenance of those facilities and a demand for that maintenance is made by the District, Watermaster Service, or by surrounding or adjacent landowner, the District may, but is not required to, conduct such investigations and hearings as shall be appropriate, and upon conclusion of those proceedings may issue orders and directions that the Contract Water of District shall not be permitted by the Watermaster Service to be diverted or utilized in a manner resulting in waste of water, unreasonable use or unreasonable drainage or seepage onto surrounding or adjacent lands by the offending Landowner or its employees, tenants or agents. *See* Water Code 35413 and 35423.

The District will follow the following procedure for requesting maintenance action:

- 1) The District will contact the Landowner, either in person or on the phone;
- 2) The District will describe the problem, and work with the Landowner on a reasonable and effective solution;
- 3) The District will set a deadline to complete maintenance action if done by the Landowner, and if to be done by the District at the Landowners request, the District and the Landowner will determine a mutually beneficial timeline to complete the work;
- 4) If the Landowner refuses to cooperate to complete the maintenance by the Deadline, the District may but is not required to complete the work and bill said Landowner for the cost and expense to undergo the maintenance activity.
- 5) If in non-emergency situations, and if the District is unable to contact Landowner under paragraph 1, then the District will send a certified mailing with tracking to Landowner and provide a reasonable timeframe, at least 5 days, for Landowner to respond to or otherwise contact the District. If no response is received within the time period described, the District will proceed under paragraph 4 above.

The District will attempt to resolve these issues verbally, but may also issue written notice to a Landowner by hand delivery, US Mail, or facsimile not less than 72 hours prior to any investigation and/or hearing. Such notice will detail the issues requiring maintenance or resolution, and will outline the date and time for the hearing on the issue. The Landowner will have the opportunity to cure any issues prior to the hearing and otherwise be heard at the hearing on the matter under the same processes as Rules 23 and 24 herein.

## **Rule 5 – Construction of New Private Ditches**

One of the primary purposes of the District is to ensure the delivery of Decree 3095 and Contract Water to all Constituent Landowners efficiently. With the purchase, sale, and subdividing of property, it is sometimes necessary to construct new Works for the distribution of water. Pursuant to Water Code 35401 the District has the authority but is not required to construct new Works. Whether District constructed or a Landowner constructed Works, such Works shall not affect the flow or cause injury to another Landowner. All Landowners of a parcel which has been divided may be denied water service by the District until adequate delivery facilities to irrigated land have been installed in compliance with District requirements.

Should the construction of any new Works cause injury or interfere with the flow or delivery of water to another Landowner, then the matter must be brought to the attention of the District and may be grounds for refusing water service through the new Works.

If a new Landowner private ditch may interfere with flow or delivery to another Landowner, then prior to the construction of the Works, the proposal must be brought to the District for approval in open meeting prior to any new Works or ditch system modification. The District will work with all parties to ensure that all Landowners receive water as adjudicated for in Decree 3095 and Contract Water Rights. The District may suggest that the affected Landowners enter into an agreement (ie rotation agreement or easement agreement) to define the rights for each party related to the private ditch that will be recorded with the County Recorder. If such new ditch changes the point of diversion under Decree 3095, the District will request that the Landowner work with the Watermaster to ensure that any change is affected under the proper legal procedures pursuant to Decree 3095 and California law. Water service may be denied and refused until all reasonable documentation is properly prepared, executed and recorded so as to be binding on successor owners and occupants.

## **RULE 6 – Liability for Damage**

The District will not be liable for any damage caused by the negligence or carelessness of any Landowner in the use of water or for failure on his or her part to maintain or repair any ditch or structure therein for which he or she is responsible, either wholly or in part.

## **RULE 7 – Trespass on District Property**

The District currently does not own any real property, but does operate, maintain and control division/diversion structures. Should the District acquire any property, any Constituent or any other Person entering upon District property does so at his own risk. Use without Districts written prior approval is prohibited.

The District holds easements and rights-of-way to the division dam and diversion works, and any Constituent or any other Person entering upon the District facilities does so at his own risk.

## **RULE 8 – Ownership of Contract Water Use**

A substantial portion of the water available for use within the District is water righted, subject to a Court Decree 3095 apportioning flows. Currently the State Watermaster Service distributes water under pursuant to Decree 3095. With the construction of Frenchman Reservoir, DWR contracts with the District for storage and delivery of water. Under the terms of the Contract, the District shall obtain the assignment of prior rights established under the Decree 3095 (see Rule 10 below) and in return DWR will store and deliver to the District a set amount of water depending on the water level of Frenchman Lake for a contracted amount of dollars.

## **RULE 9 – Distribution of Water**

Except as provided in these Rules, all Contract water shall be apportioned ratably to the lands within the District, upon such Landowners making payment of the Charges and Assessments fixed by the Board. Because the Landowners' decreed water rights are allocated by priority, Contract water will be allocated to the individual landowners based on their adjudicated acreage and priorities established by Decree 3095. The Charges and Assessment rates established by the District will reflect allocation of Contract Water.

The District Charges and Assessments for operation and maintenance expenses, including the allocation of Contract Water will be established from time to time based upon the Districts' determination of positioning of lands and their priority under the Decree 3095, per California Water Code Sections 35453, 35454 and 35454.5. The District may assess penalty late fees per Water Code Sections 35413 and 35470.5.

Upon failure of any Landowner to pay Charges and Assessments, the Contract water to which that Landowner would be entitled may be allotted by the District to any other Landowners offering to make the required payments thereof. Any such distribution to other Landowners pursuant to non-payment will be determined by the Board of Directors during a Special Meeting wherein the Board will determine substitute payment and allocation of Contract Water which full payment has not been received for. Allocation of Contract Water for which assessments and charges are not paid shall not excuse the Landowner from whose land the payment was not received from payment of the full charges and assessments.

The DWR Watermaster Service Fee Assessments are currently collected by being added to the taxes by the County of Plumas. If a Landowner fails to pay its Charges and Assessment, a substantial period of time is provided before the District may place a lien on the property for that unpaid amount. The District reserves the right, should the Charges or Assessments including the Watermaster Service Fee not be paid upon any parcel, to refuse that parcel delivery of any amount of Contract Water until those Charges and Assessments are paid in light of the importance of maintaining the Watermaster Service within the District boundaries and adjacent areas. The District's authority to levy Assessments is outlined in Water Code Sections 36725-36729. Unpaid charges and assessment of the District may be added to the tax bill of the County and/or recorded as a lien upon the land.

## **RULE 10 – Assignment of Water Rights**

In order to facilitate the District's ability to distribute Contract Water, and pursuant to its authority as established in Water Code Sections 35413 and 35423, the District will solicit the filing of an Assignment of appropriated water rights from all Constituent Landowners. A Form for assigning such water rights to the District is attached hereto and made applicable herein.

This Assignment may be revoked at any time by the holder of appropriated water rights provided however, that such revocation will not take effect within the irrigation season during which the revocation is filed. A revocation will become effective at the end of the irrigation season upon which it is received.

An assignment of water rights that is on file with the District Office will be revoked automatically upon any change in land ownership. The Landowner selling his water righted land should provide notice to the Buyer of this Assignment and work with the District to enter into such Assignment for the delivery of water. If the Buyer has not entered into an Assignment at the time of purchase, the District, upon discovery of such new Landowner, may solicit the Landowner to file an updated assignment of water rights.

If a new landowner purchases property within the District mid irrigation season, and all Charges and Assessments are paid, such water will be delivered to that landowner for the remainder of the season. However, if all Charges and Assessments were not paid, the new landowner will be required to pay all outstanding Charges and Assessments, and enter into an Assignment in order to receive delivery of water; otherwise, the District may request the Watermaster to cease delivery until such matters have been addressed.

Should a Landowner fail to file an assignment of appropriated water rights, the Landowner will not be eligible to receive Contract Water and the Watermaster may be directed to terminate water service for Contract Water to the Landowner. See Water Code 35413 and 35423. Any water made available for lack payment or Assignment may be made available to other Constituents pursuant to Rule 9.

Should a Landowner revoke the Assignment for the sole reason of not wanting to pay the Assessment, the water will be made available to other Constituents pursuant to Rule 9, and the Landowner may not be eligible to reinstate the Assignment for two years, or unless and until all water charges and assessments are paid and the Board of Directors approves reinstatement. Should the land be sold, the new Landowner is not required to undergo this two year waiting period.

## **RULE 11 – Charges for Water, Materials & Services**

There are two type of water charges assessed in this District:

(a) The *first* being Watermaster Service fees for the administration of Decree 3095 water which are Assessments collected through the County and added to the Landowner tax bills.

(b) The *second* being Water Charges for the Delivery of Contract Water and for the operation and maintenance of the Last Chance Creek Water District and its facilities. Charges for water, materials and services including the transportation of non-Contract Water will be fixed and the date or dates of payment of the same shall be determined by the Board of Directors. Such Charges are in addition to any Assessments or fees that may be levied by the Board of Directors under the provisions of the California Constitution and Water Code. Currently, the Watermaster delivers Contract Water and an additional Watermaster Service fee is assessed by and collected by the District for that service.

## **RULE 12—Calculation of Water Charges for Billing Purposes**

The calculation of Water Charges for the purpose of issuing annual billings to Landowners is based on the “Nessler” method. The Nessler method was put into effect when the District was organized in 1956 and established a rate schedule which identified a dollar value to be charged for each cubic foot per second (cfs) of water that was to be billed for by the District. More information can be obtained at the website maintained by the Sierra Valley Watermaster.

Annual Water Charges for individual Landowners are calculated using a current year rate schedule (adjusted by the inflation factor) with the total billed water charges being a summation of the charges calculated for each cfs of various priorities adjudicated to be available to specific land holdings.

## **RULE 13 – Methods of Collection for Unpaid Assessments & Charges; Penalties & Interest**

It is the policy of the District that water shall not be furnished to (1) persons who violate the rules and regulation or against whom there are delinquent Water Charges, or penalties or interest on any such charges, or (2) land against which there is a delinquent assessment. *See* Water Code 35423.

(a) Discontinuance of Service: If Assessments or Water Charges become delinquent, the Board may in its sole and absolute discretion, direct the Watermaster to shut off the service of Contract Water until the Charges are paid. This includes the right to shut off water regardless of the type of crop being irrigated or the use to which water is being used and regardless of whether the user thereof is a Landowner, tenant or other user of the water. *See* Water Code 35413, 35423, 35470.5, 36725-36729.

In the event any Assessments or Water Charges are unpaid and delinquent at the end of the irrigation season on any particular land, the District may in its sole and absolute discretion refuse to serve water to that land in the following or subsequent seasons, until all such unpaid Assessments, Water Charges, finance charges, penalties, interest, and all current Assessments and Water Charges are paid in advance. This shall include the right to refuse service of water although the user of the water for which Water Charges remain unpaid is not the current owner of the land. *See also* Rule 10 above. In the case of a property sale, District Landowners should put the Buyer on notice of any outstanding Assessments and Water Charges. In the event service of water is shut off as hereinbefore provided, neither the Board, District, nor its officers, staff, agents or employees shall be liable for any damage that may occur as a result thereof. *See* Water

Code 35413, 35423, 35470.5, 36725-36729.

The Watermaster Service fee for Contract Water is currently collected through an additional line item on the Districts annual bill and generally referenced herein under Water Charges. Failure to pay the Water Charges, whether those fees be incurred by the State Watermaster Service, by DWR or by another entity or party, including District, shall be grounds for, upon delinquency, directing the Watermaster to refuse delivery of Contract Water. Until those Charges are paid in full, the District may refuse water service to the lands, whether or not the ownership of the land was changed subsequent to the incurrence of the Watermaster Service fee.

The statutory redemption period that applies to avoid loss of title because of non-payment of a County tax bill, shall not apply to or limit Districts' right to refuse water service because of non-payment of District Water Charges or Assessments. *See Water Code 35413, 35423, 35470.5, 36725-36729; see also, Cal. Rev. & Tax. Code 3691* regarding redemption period.

(b) Due Dates:

1) Assessments through the County Assessor (for the Watermaster Service fee for administration of Decree 3095) are due upon the due date as outlined by the County Tax Assessor for installments of County real property assessments;

2) Water Charges through the District (including the Watermaster Service fee for Contract Water) are due on March 1<sup>st</sup> and August 1<sup>st</sup> each year or as otherwise specified in the Minutes or Resolutions of the Board of Directors.

(c) Delinquency:

1) Assessments through the County tax bills are considered delinquent unless paid within the delinquency date established for the County tax bill. *See Water Code Section 36950.*

2) Water Charges through the District are considered delinquent unless paid within 30 days after they become due unless otherwise established by the Board of Directors in its Minutes or Resolutions. *See Water Code Section 35470.5*

(d) Penalties and Interest:

1) Assessments: Penalties can be assessed at the maximum statutory allowance, and interest on those penalties will be calculated based on the maximum statutory allowance.

2) Water Charges: Penalties can be assessed at the maximum statutory allowance: a penalty of ten percent (10%) shall be added to the Water Charges that are delinquent and the delinquent Water Charges shall bear interest at the rate of one and one-half percent (1.5%) per month upon the principal sums owed and without computation of interest or accrued interest until paid in full. The Board of Directors may, from time to time, set a penalty rate less than the statutory allowances upon Minutes or Resolution by the Board of Directors.

*See Water Code 35413, 35423, 35470.5, 36725-36729, 36825*

(e) Collection with Taxes and other Assessments: As provided in Section 36726 of the Water Code, the Board of Directors or its agents may initiate proceedings to have any delinquent Water Charge or penalty or interest collected on the tax roll of the County of Plumas.

(f) Lien: When any Water Charges, interest or penalty remains unpaid and becomes delinquent, as herein defined, the Board of Directors or its agents may file a certificate with the County Recorder establishing a lien as provided in Water Code Section 36729.

(g) Suit: All unpaid Assessments, Charges, and penalties herein provided may be collected by suit, or any other lawful manner, including the penalty for unpaid Charges, which shall be 10% of the amount owed. The interest rate charged shall be 1.5% per month on the principal sums owed without compounding of interest earned.

#### **RULE 14 – Landowners Responsible for Water Charges & Assessments**

Pursuant to Water Code 35413 and 35423, Landowners within the District's boundaries shall be responsible for all Charges, Assessments and Water Charges not paid when the same becomes due regardless of whether or not the land is being rented, leased, or farmed by some Person or entity other than the Landowner, and regardless of the Person or Persons requesting and making use of water.

If a Landowner does not make timely payment of the District Water Charges and the District directs that service of Contract Water cease to that Landowner's land, and if the historic method of lower Landowners receiving water service from the District has been in part or in whole return flow from service to the delinquent upper Landowner, the District will cooperate with the lower Landowner who has paid all Charges and is entitled to receive water deliveries from the District, in efforts to provide continued water service to the Landowner current in its payments. If there is a natural channel or relocated natural channel which can be utilized for delivery of District supplies of water, or if the lower Landowner can obtain agreement of the upper Landowner or a Court Order permitting the installation of a ditch upon the upper Landowners' property to convey the Decree 3095 or Contract Water, delivery of water will continue to the lower Landowner.

An upper Landowner will be in violation of these Rules and Regulations if the upper Landowner attempts to divert, irrigate with, or divert for the utilization of livestock watering, the flows being directed to a lower Landowner, and such violations will subject the upper Landowner to all remedies available for unauthorized use of Contract Water supplies or unauthorized interference with facilities of the District or with facilities, although not owned by the District, being utilized by the District. The District shall not be obligated to bear any costs in attempting to provide for continued service to the lower Landowner and the lower Landowners may be asked to indemnify, defend and bear any costs of the District as a condition of the continued service. *See* Water Code 35413 and 35423.

Nothing herein contained shall deprive the District of any other rights it may have to enforce payment of Charges or Assessments.

## **RULE 15 – Waste of Water**

Any Constituent who, in the opinion of the District and/or Watermaster, is wasting water either willfully, carelessly, negligently or on account of defective Private Conduits, or who floods any portion of his land to an unreasonable depth, or uses an unreasonable amount of water in order to properly irrigate other portions, or allows an unnecessary amount of water to escape from any tailgate or field, shall be subject to curtailment up to and including cessation of water service until the conditions causing the waste are cured to the satisfaction of the District and/or Watermaster. *See Water Code 35413 and 35423.*

The District reserves the right to refuse and deny water service when it appears to the District that the proposed use or the method of use will constitute waste.

## **RULE 16 – Point of Diversion/Point of Delivery**

The Points of Diversion for Constituents are listed in Schedule 2 of the *Judgment and Decree in the Matter of the Determination of the Rights of the Various Claimants to the Water of that Portion of Middle Fork of Feather River and its Tributaries Situate Above Beckwith in Plumas County and Being within Sierra and Plumas Counties, California, Decree Number 3095.*

All measurements and deliveries of water shall be made at the points determined by the Watermaster and Decree 3095.

A Point of Delivery may, or may not, be the same as a Point of Diversion to ensure that water is delivered and allocated to a Landowner in the case of a shared ditch or conveyance.

The District may install and operate a controlled outlet box or headgates at any time, or when and if the Watermaster Service no longer administers Decree 3095 pursuant to the authority provided in Water Code 35401 and 35407.

## **RULE 17 – Unauthorized Taking of Water**

Persons interfering with the delivery of water in any of the District's Works or in natural channels are subject to a fine, and can be charged with a misdemeanor and found liable under civil prosecution. Water Code 35413 and 35423. If any Person diverts Contract Water without permission of the District, they will be fined and subject to criminal prosecution, may forfeit their right to water, may be subject to a civil suit for damages, and any other remedial relief available to the District.

## **RULE 18 – Moving Groundwater**

If a Landowner is using the creek or channel as a conduit for water other than Decree 3095 or Contract Water (ie groundwater), then the Landowner must provide notice to the Watermaster so that the Watermaster may effectively distribute and allocate the Decree 3095 and/or Contract Water.

The Board of Directors reserves the right to adopt such policies and/or Rules and Regulations including charges for the transportation of other than Decree 3095 or Contract Water through the District's Works or natural channels and for the commingling of those flows with Decree 3095 or Contracted Water flows.

### **RULE 19 – Access to Land**

The Watermaster, and employees and authorized agents of the District, may enter for the purposes of the District upon any land, including but not limited to, examining any ditches, laterals, or drains serving such lands and/or the flow of water therein for the purpose of ascertaining the acreage of crops on lands irrigated or to be irrigated, or for any other District purpose. *See* Water Code 35404.

### **RULE 20– Nuisances**

No material or substance of any nature, and particularly those that are or may become offensive to the senses or injurious to health or which do or may injuriously affect the quality of water, obstruct the flow of water, or result in the scattering of seeds or noxious weeds, plants, or grasses, shall be placed or dumped in any of the District's Works in any channel or ditch or upon any right-of-way of the District, or be placed or left so as to roll, slide, flow or be washed or blown into any ditch or onto any right-of-way. Any violation of this rule will subject the offender to criminal prosecution and civil liability. Landowners within the District are encouraged to assist in enforcement.

### **RULE 21 – Pumping & Pipelines**

All Landowners pumping water from the District's Works or Last Chance Creek or other channels by means of pipelines or closed conduits shall be governed in all respects by the Rules and Regulations applicable to Landowners under gravity ditch service. Pumping by Landowners is done at their own risk, and the District, its officers and employees, assume no liability for damages to pumping equipment or to pipelines or other damages as a result of turbulent water, shortages, excess water, or other causes.

### **RULE 22 – Non-Liability of District**

(a) The District will not be liable for any damage, direct or indirect, from any private conduit, or the water flowing therein, or by reason of lack of capacity therein or for negligent or other misuse or improper handling of water by District Landowners.

(b) Delivery of water: Most of the water furnished by the District flows through Last Chance Creek and is subject to pollution, shortages, fluctuation in flow and interruption in service. District employees and agents are forbidden to make any agreements binding the District to serve an uninterrupted constant supply of water. All water furnished by the District will be pursuant to the type of use specified in Decree 3095. Every Landowner applying water to use on land does so at his own risk and assumes all liability for, and agrees to hold the District and its officers, employees and agents free and harmless from liability and damages that may

occur as a result of the defective water quality, shortages, fluctuations in flow and interruptions in service.

District provides water as a commodity only and not as a guaranteed service and will not be liable for defective quality of water, shortage of water either temporary or permanent, or for failure to deliver such water.

(c) Type of Use: All water furnished by the District will be pursuant to the type of use specified in Decree 3095. Every Landowner placing water to other uses not provided for in Decree 3095, does so at his own risk and assumes all liability for, and agrees to hold the District and its officers, employees and agents free and harmless from liability and damages that may occur as a result of the unauthorized use. Any Landowner should notify the District of any unauthorized use of water, and Landowners may not allow other Persons who are not holders of Decree 3095 or Contract Water to use said water, unless in an emergency situations.

(d) Pumping: Pumping by Landowners or other Persons of the District's water is done at the Landowner's or other Persons' risk and the District assumes no liability for damages to pumping equipment or other damages as a result of turbulent water or shortages of or excess of water, or other cause.

(e) Conduits, etc.: District assumes no liability for damages to Persons or property occasioned through defective conduits, meters, measuring devices or other water related structures.

## **RULE 23 – Enforcement of Rules**

Failure or refusal of any Landowner to comply with these Rules or any interference by any such Landowner, his tenants, servants, agents or employees, with the rights, duties or obligations of the District, or its employees or contractors, shall entitle the District to discontinue the service of water to the lands of such Landowner until the Landowner furnishes satisfactory proof to the Board of his or her intention to comply with these Rules or otherwise ceases such interference and removes and/or cures any default existing at the time when service of water was discontinued. *See Water Code 35413 and 35423.*

The District, in order to enforce the provisions of these rules and regulations, and pursuant to Water Code 35413, may correct at the violator's cost any violation of any District ordinance, rule or regulation through the process outlined in Rules 24 through 26 below. The District may also elect to petition the superior court for the issuance of a preliminary or permanent injunction, or both, restraining any person from a continued violation of any District ordinance, rule, or regulation.

Pursuant to Water Code 35413, the District has the authority to enter upon any private property of any Landowner within the jurisdiction of the District to investigate possible violations of any District ordinance, rule or regulation. The investigation shall be made with the consent of the Landowner or tenant, however, if the Landowner or tenant refuses to provide

consent, the District may enter with a warrant duly issued pursuant to procedures set forth in Title 13 of Part 3 of the Code of Civil Procedure.

#### **RULE 24 – Complaints**

All complaints as to water service, lack of water or other unsatisfactory conditions should be made immediately in writing addressed to the District's President and/or Board of Directors. The District has the authority to consider any complaint and provide a written decision in cases of conflict in order to enforce the provisions of any directive outlined herein. *See* Water Code 35413 and 35423.

The District will take all complaints seriously. The Complaint will be distributed to all members of the Board of Directors and a special meeting will be noticed and called to order as soon as practically necessary, but not more than 30 days after receipt of the complaint. The Board will provide notice of the meeting to all parties identified in the complaint. At the meeting, the Board will work towards investigation and resolution of the matter, and place such terms of the resolution in the meeting minutes and/or place such terms of the resolution in writing signed by all parties and the District. If resolution cannot be resolved, the Board may, on a case by case basis, advise on next steps that may be taken in accordance with these Rules and Regulations, Decree 3095 and California Water Code.

#### **RULE 25 – Notice of Violation & Procedure**

The District will take violation of these Rules and Regulations seriously. For matters that are not immediately fixed by a phone call to alleged violator, the District has provided the following procedure to work towards a resolution. This procedure does not waive, change or modify any other procedure or recourse available to the District by law.

##### **NOTICE:**

Upon discovery of a violation of these rules the President of the Board of Directors will cause notice of the alleged violation to be issued to the alleged violator as well as the Board of Directors.

For serious violations requiring immediate action, such notice can be delivered to the alleged violator in person, or by tagging the diversion structure in violation of the rules.

For other violations, notice can be mailed or hand delivered to the alleged violator.

##### **OPPORTUNITY:**

Not less than 72 hours and not more than 30 days, the Board of Directors will schedule a meeting to hear the allegation and response from the alleged violator. During this informal hearing, the Board will work with all parties involved to investigate and/or resolve the alleged violation. If resolution can be reached, it shall be memorialized in writing signed by all parties and the District (either as party or witness), or otherwise placed on the record in the District minutes.

If resolution cannot be reached, the District will consider other enforcement options. *See* Rule 23.

## **RULE 26 – Changes in Rules and Regulations**

Pursuant to Water Code 35413 and 35423 the Board of Directors reserves the right to change these Rules and Regulations by majority action of the Board at any regular or special meeting, by adopting an appropriate resolution, reciting such resolution in the minutes of the District, and any other terms or provisions required of amendments to these Rules that may be required by the District's Bylaws. Publication and disseminations of such changes by the printing of revised Rules and Regulations will be limited to economically feasible intervals as determined by the Board.

The District shall maintain at the office of the District, a master copy of these Rules and Regulations including all changes made by the Board of Directors, which copy will be open to inspection at any time during the office hours of the District.

## **RULE 27 – Disclaimer**

These Rules and Regulations are adopted and implemented with the understanding that the District, at the present time, does not have full time employees or staff and that the District does not own any Works with the exception of the Division Dam. The District uses of the bed and channel of Last Chance Creek and other natural channels and drains to determine water pursuant to statutory and case law authority. These Rules and Regulations are intended to apply regardless of the aforementioned and to accommodate the possible future growth or changes in the District and the District's Works or changes in the Watermaster Service and administration of Decree 3095.

**These Rules and Regulations of the Last Chance Creek Water District are adopted this  
\_\_\_\_\_, day of \_\_\_\_\_, 2018.**

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent or Abstaining: \_\_\_\_\_

LAST CHANCE CREEK WATER DISTRICT:

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

President, Board of Directors

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

LAST CHANCE CREEK WATER DISTRICT:

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

Secretary

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

[INTENTIONALLY LEFT BLANK]

## ASSIGNMENT OF WATER RIGHTS

I \_\_\_\_\_ (print name), hereby assign the appropriated water rights which are adjudicated to the lands owned by me located in Plumas County, California by Decree of the Superior Court of the State of California in Action No. 3095, to the Last Chance Creek Water District (LCCWD). The sole purpose of this assignment is to facilitate the LCCWD in the orderly administration and distribution of appropriated water, in accordance with the priorities established in Decree 3095, during periods of extreme water shortage.

I understand that assigning these water rights to the LCCWD is for the purpose of administering and distributing irrigation water by the District only and conveys no right of interest or ownership in said water rights in any manner whatsoever.

I also understand that my assignment of these water rights can be revoked at any time by providing written notice to the District, and that my revocation of assignment will not become effective until the irrigation season following the one in which my revocation is submitted.

I further understand that by not assigning my appropriated water rights to the District or by revoking my previously assigned rights, I may not be eligible to receive Contract Water and the Watermaster may be ordered to terminate water service to my irrigated lands.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
Signature

# PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



*Lindsay Fuchs  
County Librarian*

DATE: May 8, 2018  
TO: Honorable Board of Supervisors  
FROM: Lindsay Fuchs, Plumas County Librarian  
SUBJECT: Authorize the Library Department to recruit and fill vacant, funded and allocated .65 FTE Librarian position, created by resignation.

**Recommendation:**

Authorize the Library Department to recruit and fill vacant, funded and allocated .65 FTE Librarian position, created by resignation.

**Background:**

As of May 7, 2018, the librarian resigned and I am requesting to re-fill this position. This is a funded, allocated position in my department. This is a necessary position for the department to run efficiently, and duties include but are not limited to helping with collection development, cataloging, programs and activities, marketing, circulation, and community outreach. This position provides support with and to the other staff members, including the County Librarian. Any gap in this position creates a burden on the rest of the department to cover their duties.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

ELLIOTT SMART  
DIRECTOR

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

DATE: MAY 7, 2018  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM : ELLIOTT SMART, DIRECTOR   
DEPARTMENT OF SOCIAL SERVICES  
SUBJ: BOARD AGENDA ITEM FOR JUNE 5, 2018, CONSENT AGENDA  
RE: REQUEST TO APPROVE EXTRA HELP ASSIGNMENT FOR OVER 40 HOURS  
PER WEEK UNTIL AN OFFICE ASSISTANT POSITION IS FILLED BY A  
PERMANENT EMPLOYEE

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

Authorize the Department of Social Services to retain an Extra Help Office Assistant I position for up to 40 hours per week until recruitment and testing is completed and a permanent replacement is hired from a list of eligible applicants.

### **Background and Discussion**

On January 29, 2018 an Office Assistant with the Department of Social Services left County service. At the time this circumstance occurred, the Department did not have a sufficient list of certified eligible candidates to fill the vacant position. The Department has requested that Cooperative Personnel Services/ Merit Systems conduct a recruitment to create a list of certified candidates to fill the position. That process will not be concluded until at least June 20, 2018. In the meantime, the Department has had an extra help Office Assistant fill the position on a temporary basis.

Because this position functions as one of two screener/clerk-receptionists for all of the Department's programs, it is a full time assignment. The Department has been advised by Human Resources that in order to retain the extra help employee for full time duties until the new hire is made, Board of Supervisors approval is required. Consequently, the Department is requesting approval from the Board for this extra help position until a permanent replacement is hired sometime after June 20<sup>th</sup>.

### **Financial Impact**

There is sufficient salary savings in the Department's 2017-2018 budget to cover the cost of the extra help position. Because these funds are State Realignment and federal funds, there is no cost to the County General Fund.

Copies: DSS Management  
Nancy Selvage, Human Resources Director

## LEGAL SERVICES AGREEMENT

This Agreement is made between Robert McIlroy, (hereafter referred to as "Attorney") and Plumas County, a political subdivision of the State of California, (hereafter referred to as "County").

**WHEREAS**, the purpose of this Agreement is to provide court-appointed counsel to conservatees who fall within the provisions of Section 5365 of the Welfare and Institutions Code and sections, 1470, 1471, 1823(b)(6) and section 1826(g) of the Probate Code and also specifically includes appointment for dementia cases and guardianship cases in the same capacity.

**NOW, THEREFORE**, the parties agree as follows:

1. **TERM.** The term of this Agreement commences July 1, 2018 and shall remain in effect through June 30, 2019, unless terminated earlier pursuant to this Agreement.
2. **LEGAL SERVICES.** Attorney will provide the following services:
  - A. Attorney shall represent conservatees as appointed by the Court through all trial court proceedings in Welfare and Institutions Code Section 5365 and Probate Code Sections 1470, 1471, 1823(b)(6) and 1826(g) actions up to the appointment of appellate counsel, if applicable. Attorney shall also accept appointment in guardianship and dementia cases in the same capacity.
  - B. Attorney shall appear at all hearings, upon notice by the Public Guardian or County Counsel of such hearings.
  - C. When an L.P.S. or Probate conservatorship is set for a hearing or reappointment, Attorney shall meet with each conservatee living in Plumas County, at least thirty (30) days prior to the court date to explain to the client his/her options and explain the court procedure. Public Guardian or Mental Health staff will assist in providing transportation for in-town and out-of-town clients and meeting space, if requested by Attorney.
  - D. Attorney shall notify Public Guardian and/or Mental Health staff at least two (2) weeks in advance of the hearing as to the conservatee's wishes with regard to his/her court hearing so that staff can arrange transportation and be ready to accompany conservatee to court, if so requested.
  - E. Attorney shall make phone calls or have face-to-face meetings with each appointed conservatee, at approximately six month intervals to answer any questions, concerns or complaints the conservatee has with the present

placement. (It is important that Attorney and conservatees have regular contact so they become familiar with one another and conservatees are aware they have legal representation when hearings occur.)

F. Attorney shall be available for phone contact from conservatees or staff from Mental Health and Public Guardian as well as family when a new conservatorship is being established, should problems or questions arise in regards to the conservatorship.

3. **INDEPENDENT CONTRACTOR.** Independent Contractor: a) Attorney is an independent contractor and not an agent, officer, or employee of County. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association; b) Attorney shall have no claim against County for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence; and c) Attorney is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

4. **STATEMENTS AND COMPENSATION.** Attorney shall provide a monthly invoice to the Plumas County Counsel's Office, 520 Main Street, Room 301, Quincy, CA 95971 which shall include a statement as to caseload information and the number of hours spent on each case per month. Attorney's statement shall contain sufficient information and detail to support an application pursuant to Probate Code section 1472 and 2647 for the determination of the ability to pay attorney's fees by the conservatee or the conservatee's estate. Where the conservatee's estate appears sufficient, County will initiate the applications pursuant to Probate Code sections 1472 and 2647 to determine the conservatee's ability to pay Attorney's fees and shall include 1) a request that the County be reimbursed for fees paid to Attorney, and 2) that Attorney be allowed a reasonable fee at his customary rate of \$125.00 per hour, less any amounts paid by County.

Attorney shall be compensated at the rate of Eight Hundred Sixty-Two Dollars and Fifty Cents (\$862.50) per month. In the case of a contested trial lasting more than two days, commencing on the third day Attorney will be compensated at the hourly rate for conflict appointments in criminal cases. To the extent that work on guardianship and dementia cases exceeds 13.25 hours in any given calendar month, Attorney will be entitled to the same hourly compensation for excess hours worked.

5. **TERMINATION.** Either party may terminate the terms and conditions of this

Agreement upon written notice in a timely manner, provided that Attorney will not cease to represent clients until and unless relieved of appointment by the Superior Court.

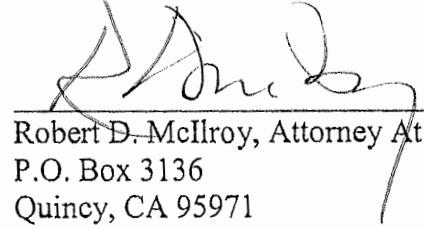
**COUNTY OF PLUMAS**, a political subdivision of the State of California

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Jeff Engel, Chair,  
Board of Supervisors

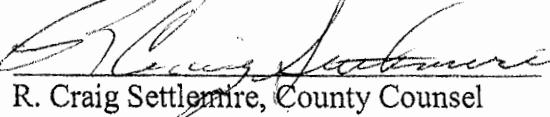
Date: \_\_\_\_\_

**ATTORNEY**

  
Robert D. McIlroy, Attorney At Law  
P.O. Box 3136  
Quincy, CA 95971

Date: 5-18-18

**APPROVED AS TO FORM**

  
R. Craig Settemire, County Counsel

Date: 5/23/2018



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

41

Kevin Correira  
Interim Director

Board Date: June 5, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Interim Director

**Subject:** **Approve and authorize contract with All Weather for purchase and installation of new AWOS in the amount of \$12,874.42.**

---

### Background

This contract will allow us to purchase a new AWOS for Chester-Rogers Field from All Weather. All Weather will also handle the installation of the system. The current AWOS does not work which leaves pilots without weather monitoring.

### Recommendation

Approve and authorize contract with All Weather for purchase and installation of new AWOS in the amount of \$12,874.42.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

142

Kevin Correira  
Interim Director

Board Date: June 5, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Interim Director

**Subject: Authorize the Department of Facility Services to waive the rental fee for Greenville High School Boosters Club on July 21st at the Greenville town Hall.**

---

### Background

Greenville High School Boosters Club has requested to waive the rental fee on July 21<sup>st</sup> at the Greenville Town Hall. After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

### Recommendation

Authorize the Department of Facility Services to waive the rental fee for Greenville High School Boosters on July 21<sup>st</sup> at the Greenville townhall.

**GREENVILLE HIGH SCHOOL  
BOOSTERS CLUB  
117 GRAND STREET  
GREENVILLE, CA 95947  
(530) 375-0679**

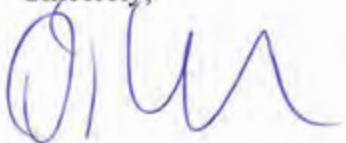
Plumas County Board of Supervisors  
520 Main Street  
Quincy, Ca 95971

Tuesday, May 29, 2018

Honorable Board Members:

The Greenville High School Boosters Club is respectfully requesting a waiver of the fees for use of the Greenville Town Hall on Saturday, July 21. The nonprofit organization will be conducting a fundraiser for its football program on that date. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Keller".

David Keller, President  
Greenville High School  
Boosters Club



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

143

Kevin Correira  
Interim Director

Board Date: June 5, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Interim Director

**Subject: Authorize the Department of Facility Services to waive the rental fee for Greenville High School 2018 Sober Graduation on June 15<sup>th</sup> at the Greenville town Hall.**

---

### Background

Greenville High School 2018 Sober Graduation has requested to waive the rental fee on June 15<sup>th</sup> at the Greenville Town Hall. After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

### Recommendation

Authorize the Department of Facility Services to waive the rental fee for Greenville High School 2018 Sober Graduation on June 15<sup>th</sup> at the Greenville Town Hall.

**Greenville High School  
2018 Sober Graduation Committee  
117 Grand Street  
Greenville, Ca 95947**

Plumas County Board of Supervisors  
520 Main Street  
Quincy, Ca 95971

Tuesday, May 29, 2018

Honorable Board Members:

The Greenville High School 2018 Sober Graduation Committee is respectfully requesting a waiver of the fees for use of the Greenville Town Hall on Friday, June 15. The committee will be conducting a sober graduation event in which alcohol abstinence, especially while driving, is encouraged. The California Highway Patrol will provide education at the event, while the committee will provide food, refreshments and activities. Thank you for your consideration.

This is being submitted for placement on the June 5 agenda, rather than the June 12 agenda, because it is an urgent matter. The need to use the Town Hall, rather than a different venue, was discovered *after* the Friday, May 25, noon deadline for submission. If you have any questions, please contact Dave Keller at (530) 375-0679.

Sincerely,

Greenville High School  
2018 Sober Graduation Committee



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## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Kevin Correira  
Interim Director

Board Date: June 5, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Interim Director

**Subject:** Authorize the Department of Facility Services to waive the rental fee for Plumas Charter School on Aug 29<sup>th</sup> thru Aug 31<sup>st</sup> 2018 at Taylorsville Campground.

---

### Background

Plumas Charter School has requested to waive the rental fee on Aug 29<sup>th</sup> thru Aug 31<sup>st</sup> 2018 at the Taylorsville campground. After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

### Recommendation

Authorize the Department of Facility Services to waive the rental fee for Plumas Charter School on Aug 29<sup>th</sup> thru Aug 31<sup>st</sup> 2018 at the Taylorsville Campground.



INDIAN VALLEY ACADEMY

4352 Main Street Taylorsville, CA 95983 • 530.284.7050 530.284.1920 FAX • [www.plumascharter school.org](http://www.plumascharter school.org)

May 17, 2018

Board of Supervisors

520 Main St. Room #309

Quincy, Ca 95971

Dear Board of Supervisors,

Thank you for allowing us to utilize the Taylorsville Campground in the past, for our Annual All school campout, free of charge. What a generous donation.

I hope that the arrangement in years past has been beneficial for you as well as the students. We believe students cleaning the grounds before departure, helps instill care of the land we use. Please let us know if there are other duties that would be useful. We will be taking approximately 150 students in grades 7<sup>th</sup> -12<sup>th</sup> camping, for 2 nights Aug.29<sup>th</sup> –Aug.31<sup>st</sup>. We would like to ask for a waiver of fees for the Taylorsville Campground.

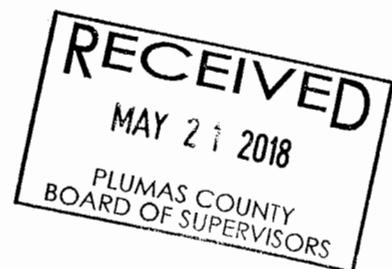
This annual camping trip allows for students to participate in teambuilding activities, and relax in a different environment . This event has proven to be successful in fostering and building our school culture.

Thank you for your consideration in this matter.



Pam Lyman

Administrative Assistant/Field Trip Coordinator  
Indian Valley Academy





# Office of the Sheriff

## Office of Emergency Services

1/1

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** May 16, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood *OK*

**RE:** Agenda Item for the meeting of June 5, 2018

### **RECOMMENDATION:**

Approve budget transfer for Victim Witness in the amount of \$18,000.00 from Other Wages (51020) - \$10,707.00 to Overtime (51060) and \$7,293.00 to Office Expense (521800).

### **BACKGROUND & DISCUSSION:**

The FY 17/18 Administrative and Budgetary Controls require transfers to/from wages and benefits to be approved by the Board of Supervisors.

This is a budget transfer request for Victim Witness in the amount of \$18,000.00 transferring funds from Other Wages (51020) - \$10,707.00 to Overtime (51060) and \$7,293.00 to Office Expense (521800).

The Victim Witness budget is 100% grant funded. The grant was modified and a transfer is needed to spend the funds as authorized in the grant award agreement.

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

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

Dept. No: 20420 Date 5/16/2018

Date 5/16/2018

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

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR  SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) GRANT MODIFIED AND FUNDS WILL NOT BE SPENT AS BUDGETED

B) FUNDS NOT SPENT BECAUSE OF GRANT MODIFICATION AND NEED TO BE TRANSFERRED

C) FUNDS TO BE EXPENDED THIS FISCAL YEAR AS PER GRANT AWARD

D) N/A

Approved by Department Signing Authority: Ron Dowrey

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.

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

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

## **CONSENT AGENDA REQUEST**

For the June 5, 2018 meeting of the Plumas County Board of Supervisors

May 25, 2018

To:      Honorable Board of Supervisors

From:    *RP:* Robert Perreault, Director of Public Works

*John Manale*  
*JOHN MANALE*  
*ASST. DIRECTOR*

Subject:    Approve Amendment No. 1 to the existing professional services contract with R3 Consulting Group for continuing review of draft franchise agreements and perform annual review of contractor financial statements for the Plumas County Solid Waste Program and authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 1.

### **Background:**

R3 Consulting Group has been contracted to perform continuing review of draft franchise agreements and annual review of contractor financial statements for the Department of Public Works – Solid Waste Division. R3 Consulting Group is currently under contract to perform these services through December 31, 2019.

The R3 Consulting Group contract executed in April 6, 2016, included total compensation to not exceed \$25,000 (Twenty-Five Thousand Dollars and no cents). The contract has a balance of \$500 (Five Hundred Dollars and no cents) in remaining funds to cover completion of the professional support services tasks by R3 Consulting Group.

Additional funding of \$9,900 (Nine Thousand, Nine Hundred Dollars and no cents) is requested in order for R3 Consulting Group to perform 2018 Refuse Rate Index (RRI) calculations, review and reporting on the 2017 financial statements received from franchise contractors Feather River Disposal and Intermountain Disposal.

The attached Amendment No. 1 has been reviewed and approved as to form by County Counsel.

### **Recommendations:**

The Director of Public Works respectfully recommends that the Board of Supervisors approve Amendment No. 1 and authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 1 to the existing professional services contract with R3 Consulting Group to continuing review of draft franchise agreements and perform annual review of contractor financial statements for the Plumas County Solid Waste Program.

Attachment: Amendment No. 1 to the existing professional services contract with R3 Consulting Group to continuing review of draft franchise agreements and perform annual review of contractor financial statements for the Plumas County Solid Waste Program.

**AMENDMENT NO. 1  
to the  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CONTINUING REVIEW OF DRAFT FRANCHISE AGREEMENTS  
AND  
ANNUAL REVIEW OF CONTRACTOR FINANCIAL STATEMENTS  
FOR THE PLUMAS COUNTY SOLID WASTE PROGRAM**

This AMENDMENT NO.1 to the above referenced PROFESSIONAL SERVICES AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018 ("Effective Date") by and between the COUNTY OF PLUMAS ("County") and R3 CONSULTING GROUP, a California Corporation, (hereinafter referred to as "Consultant"), is hereby amended as follows:

**2.1. Compensation.** Consultant's compensation terms as set forth in the April 6, 2016 Agreement, shall be increased by an additional \$9,900 (Nine Thousand, Nine Hundred Dollars and no cents). Total compensation, including the base contract and this AMENDMENT No. 1 shall in no case exceed \$34,900 (Thirty-Four Thousand and Nine Hundred Dollars and no cents). See attached Exhibits "A", "B", "C", and "D".

Other Contract Provisions.

All other contract provisions set forth in the April 6, 2016 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

**FOR R3 CONSULTING GROUP**

\_\_\_\_\_  
Richard Tagore-Erwin, President

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

\_\_\_\_\_  
Janet Barile, Operations Manager

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

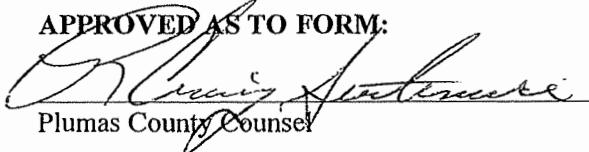
**FOR PLUMAS COUNTY**

**APPROVED AS TO SCOPE OF WORK:**

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

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Plumas County Counsel

Date: 5/21/2018

**APPROVED:**

\_\_\_\_\_  
Jeff Engel,  
Chair, Plumas County Board of Supervisors

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

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

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

AMENDMENT NO. 1  
to the  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CONTINUING REVIEW OF DRAFT FRANCHISE AGREEMENTS  
AND  
ANNUAL REVIEW OF CONTRACTOR FINANCIAL STATEMENTS  
FOR THE PLUMAS COUNTY SOLID WASTE PROGRAM

This AMENDMENT NO.1 to the above referenced PROFESSIONAL SERVICES AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018 ("Effective Date") by and between the COUNTY OF PLUMAS ("County") and R3 CONSULTING GROUP, a California Corporation, (hereinafter referred to as "Consultant"), is hereby amended as follows:

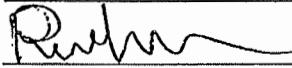
**2.1. Compensation.** Consultant's compensation terms as set forth in the April 6, 2016 Agreement, shall be increased by an additional \$9,900 (Nine Thousand, Nine Hundred Dollars and no cents). Total compensation, including the base contract and this AMENDMENT No. 1 shall in no case exceed \$34,900 (Thirty-Four Thousand and Nine Hundred Dollars and no cents). See attached Exhibits "A", "B", "C", and "D".

Other Contract Provisions.

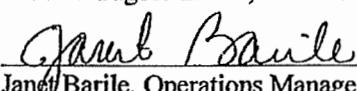
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

**FOR R3 CONSULTING GROUP**

  
Richard Tagore-Erwin, President

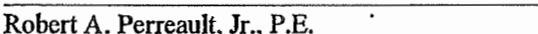
Date: 5/17/18

  
Janet Barile, Operations Manager

Date: 5/17/18

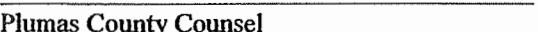
**FOR PLUMAS COUNTY**

**APPROVED AS TO SCOPE OF WORK:**

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

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

**APPROVED AS TO FORM:**

  
Plumas County Counsel

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

**APPROVED:**

  
Jeff Engel,  
Chair, Plumas County Board of Supervisors

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

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

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

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

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

## **CONSENT AGENDA REQUEST**

For the June 5, 2018 meeting of the Plumas County Board of Supervisors

May 25, 2018

To: Honorable Board of Supervisors

From: *RP* Robert Perreault, Director of Public Works

Subject: *Y* Approve Amendment No. 4 to the existing professional services contract with Vestra Resources Inc. to perform groundwater sampling and analysis for the Chester and Gopher Hill Landfills, and authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 4.

*John Mannle*  
*John Mannle*  
*ASST. DIRECTOR*

### **Background:**

Vestra Resources Inc. performs groundwater sampling at the Chester Landfill and Gopher Hill Landfill for the Department of Public Works – Solid Waste Division as required by the California Regional Water Quality Control Board. Vestra Resources Inc. is currently under contract with the Department of Public Works to perform these services through June 30, 2018.

The current contract for FY 17/18 has insufficient funds remaining in this fiscal cycle to cover groundwater and leachate sampling, analysis and reporting tasks remaining to be performed in accordance with Waste Discharge Requirements (WDR) and National Pollutant Discharge and Elimination System (NPDES) permit requirements. New NPDES sampling requirements, implemented since the signing of the original contract, include additional toxicity testing that necessitate an increase in analytical and reporting costs.

Additional funding of \$18,425 (Eighteen Thousand, Four Hundred and Twenty-Five Dollars and no cents) is required to perform anticipated groundwater sampling through the current expiration date of June 30, 2018.

New 3-year contracts for continuation of these services for FY 18/19 through FY 20/21 are currently being prepared for later consideration by the Board of Supervisors.

The attached Amendment No. 4 has been reviewed and approved as to form by County Counsel.

### **Recommendations:**

The Director of Public Works respectfully recommends that the Board of Supervisors approve Amendment No. 4 and authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 4 to the existing professional services contract with Vestra Resources Inc. to perform groundwater sampling and analysis for the Chester Landfill and Gopher Hill Landfill.

Attachment: Amendment No. 4 – For the Plumas County Solid Waste Program Landfill Leachate and Groundwater Sampling and Analysis Program for the Chester Landfill and Gopher Hill Landfill.



# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer  
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

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**Date:** April 10, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for June 5, 2018

**Recommendation:** Approve a Contract from Lassen-Plumas-Sierra Community Action Agency for funding the Senior Nutrition Program, and authorize the Acting Director of Public Health to sign as the Board's designee.

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

Plumas County Public Health Agency Senior Nutrition Program has received funding from Lassen-Plumas-Sierra Community Action Agency since 1997. These funds help cover the rising costs needed for meals for our senior population. The contract period is January 1, 2018 through December 31, 2018 in the amount of \$15,000.00.

The Contract was reviewed by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

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

Thank you.

C:\Documents and Settings\Rosie Olney\My Documents\BOS\SS-LPSCAA-2018.doc



# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer  
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

IK2

**Date:** May 7, 2018  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff  
**Agenda:** Consent Item for June 5, 2018

**Recommendation:** Approve a Resolution to accept and authorize the Acting Director of Public Health to sign Agreement Number 17-10996 from the California Department of Public Health, Safe and Active Communities Branch (SACB) for the Prescription Drug Overdose Prevention Grant.

**Background Information:** The California Department of Public Health, Safe and Active Communities Branch (SACB) have awarded Public Health funding for Prescription Drug Overdose Prevention in the amount of \$102,500 for the period of April 16, 2018 through June 30, 2019.

Plumas County currently has the highest rate of prescription related opiate overdose in the state. Lassen County ranks number three. A close analysis of death certificates shows this rate steadily increasing over the last ten years. The California HealthCare Foundation, an agency that informs policymakers and invests in innovations to create a more responsive, patient-centered health care system, offered one-time funding to support the creation of an Opiate Safety Coalition. Plumas County Public Health Agency, along with hospital, behavioral health and law enforcement partners from Plumas, Sierra and Lassen Counties have prepared a Coalition. The coalition will identify activities within three defined federal priority areas to reduce the number of preventable deaths from opiate overdose and misuse. These areas include: improving prescribing practices, increasing access to medication assisted treatment, and increasing access to the life-saving opiate antagonist medicine naloxone through first responder, community program and pharmacy partnership.

A copy of the Resolution is attached for your review.

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

RESOLUTION NO. 18-\_\_\_\_\_

**RESOLUTION TO ACCEPT AGREEMENT NUMBER 17-10996, FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, SAFE AND ACTIVE COMMUNITIES BRANCH (SACB) FOR PRESCRIPTION DRUG OVERDOSE PREVENTION GRANT.**

**WHEREAS**, The California Department of Public Health, Safe and Active Communities Branch has awarded Plumas County Public Health Agency the amount of \$102,500 for Prescription Drug Overdose Prevention activities, and

**WHEREAS**, the California Department of Public Health, Safe and Active Communities Branch issued Agreement Number 17-10996 to PCPHA to provide Prescription Drug Overdose Prevention services through June 30, 2019, and

**WHEREAS**, the purpose of this Agreement is to improve prescribing practices, increased access to medication assisted treatment, and increased access to the life-saving opiate antagonist medicine naloxone through first responder, community program and pharmacy partnership.

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

1. Accept Agreement Number 17-10996, from the California Department of Public Health through June 30, 2019.
2. Authorize the Acting Director of Public Health to sign Agreement for the Prescription Drug Overdose Prevention Grant, and to take any actions or execute any documents necessary to implement this Agreement.

**The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 5<sup>th</sup> day of June 2018, by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

---

Chair, Plumas County Board of Supervisors

Attest:

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Clerk, Plumas County Board of Supervisors

Approved as to Form:



5/21/18

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Gretchen Stuhr, Deputy County counsel III



## The Plumas County Veterans Collaboration

Founder/Co-Facilitator: Ryan Rogers

Co-Facilitator: Scott Quade

Veteran Service Officer: Jimmy LaPlante

2

DATE: June 5, 2018

TO: Honorable Board of Supervisors

FROM: Scott Quade, co-facilitator of the Plumas County Veteran's Collaboration

SUBJECT: Information about the Plumas County Veteran's Collaboration and our 2018 Plumas County Stand Down

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### Our Goals as a Collaborative

- Increase services for Veterans in Plumas County.
- Establish a Veterans Clinic in Plumas County.
- Establish an after care program for Veterans.
- Outreach for veterans to establish V.A. Healthcare.
- Provide updated information for veteran resources and upcoming events.
- Creating network support for veterans with other veterans and their families.
- Provide information, support, and outreach to Veterans and the Community regarding Veterans' issues such as suicide.

### Background and Discussion

The Plumas County Veteran's Collaboration consists of volunteers who either served in the military or supporters of those who served in the armed forces. We work in various positions in and out of Plumas County serving the public. Currently we have six main members of the collaborative.

Our website: <https://www.tpcvc.com/>



May 17, 2018

To the Board of Supervisors,

Enclosed you will find the Explore Plumas County Website retainer. The retainer is priced as status quo, i.e. no price increase to maintain and manage the website and continue marketing efforts from the previous year. As stated in the retainer agreement, Big Fish Creations has comprehensively performed and completed the outlined duties of the prior year agreement and will continue to do so under the new retainer:

- Enter, update and maintain the Calendar of Events
- Analysis of Web Site Statics, Traffic Trends and Optimization
- Provide Content for the Facebook, Twitter and Instagram Accounts
- Create Banner Ads
- Add Images as Needed, or Requested by Client
- Refresh or add New Copy
- Answer all Workflow Notifications

In addition, we have conducted client meetings and phone calls with various Supervisors throughout the duration of this contract to keep them informed of the progress and performance of the site, obtain approvals for additions and modifications, and plan strategic direction for marketing efforts.

Beyond the scope of work detailed in the contract, Big Fish Creations has continually paid for the hosting of the Explore Plumas County Website at \$38.99 per month, or \$466.56 annually. The first year hosting fee (\$466.56) was included with the development of the site. We have also paid in full the annual domain registration fee of \$21. Big Fish Creations will continue to pay the monthly hosting fee and annual domain registration fee under the new retainer.

Along with Supervisor Thrall, we personally split the advertising fee of \$175 for the presence of a 2018 Map Ad.

In addition, Big Fish Creations has provided another in-kind link from [graeagle.com](http://graeagle.com) (a \$420 per year value) for the past six years of managing the site. This is an added value of \$2,520. We have also given a medium rectangle banner ad with value of \$175 per month, totaling \$1,050 of in-kind advertising to the Explore Plumas County website.

## Summary of Incentives and In-Kind Advertising:

- Website hosting fee \$466.56 per year for 6 years = \$2,799.36
- Domain fee \$21 per year for 6 years = \$126.00
- 2018 Map Ad - Split cost \$87.50 (This amount does NOT include previous years of splitting the Map ad)
- Link to [graeagle.com](http://graeagle.com) website \$420 per year for six years \$2,520.00
- Medium Rectangle Banner Ad on [graeagle.com](http://graeagle.com) \$175 per month = \$2,100 and for 6 years \$12,600.00

**Total In Kind Advertising and Services: \$18,132.00**

\*Please note, Big Fish Creations is providing more services and advertising than the actual annual contract.

With all of the marketing and website site efforts by Big Fish Creations as well as the initial investment of the website and retainer, we would like to impress upon the Board of Supervisors the importance of maintaining the investment of their product ([www.exploreplumascounty.com](http://www.exploreplumascounty.com)), and continue to strive forward with Big Fish Creations to launch efforts of public relations, outreach and enhancement of the site.

We believe that we have exceeded your expectations of this agreement, and hope that you recognize the additional value we have brought forth with our collaboration, and ask for the renewal of our retainer for the next year.

Please feel free to contact us with any further question regarding this retainer.

Sincerely,



Michael Clawson  
Big Fish Creations

# BIG FISH CREATIONS

*When you need to get noticed - swim upstream*

Internet Web Design • Marketing • Graphic Design • Copywriting • Multimedia Authoring • Music Composition

## LETTER OF AGREEMENT

May 16, 2018

County of Plumas  
520 Main Street Room 309  
Quincy, California 95971

To the Board of Supervisors,

As per your request, I have prepared a letter of agreement that when signed by both parties, shall be a valid and binding agreement between Big Fish Creations, a California business having offices at 1010 Jamison Road, Graeagle, California 96103, and County of Plumas (the "Client"), a California business having offices at 520 Main Street Room 309, Quincy, California, 95971, in which Big Fish Creations agrees to maintain and support the Explore Plumas County website via a monthly retainer agreement.

### 1. Description of Work

The main focus of the monthly retainer will be to handle the entry and promotion of annual events, site maintenance and fulfillment, including workflow notifications and follow-up. Additional focus will be on the creation of banner ads and advertising combined with Social Media posts/integration, email marketing, and SEO optimization.

### 2. Term:

The term of this Agreement shall commence on the date listed above and shall continue thereafter in full force and effect until cancellation by either party (see item #6). In addition, any price changes will be submitted in writing by Big Fish Creations for approval by the Client.

### 3. Big Fish Creations Services:

Big Fish Creations may perform the following services as needed, amortized on a monthly basis:

*GO-TO-MARKET On line mediums, announcements, print collateral, tracking, traffic statistics. 360-DEGREE BRANDING Product and client identity: logos, tags, etc. SOCIAL BRANDING AND MARKETING INTEGRATION Online social presence with the integration of marketing strategies, CONCEPTUAL CREATIVE DIRECTION Multi-mediums for advertising and marketing campaigns and promotions. MARKETING AND RESEARCH PLANS Analysis, implementation. RESEARCH AND DEVELOPMENT Competitive set, market segments, target audience and price structure. PUBLIC Relations Existing profile of your business and crisis management plan. COPYWRITING Multi-paged campaigns to powerful single word concepts. PHOTOGRAPHY and PHOTO ENHANCEMENT Studio or on-site plus advanced corrections, techniques, effects. GRAPHIC DESIGN Custom ARTWORKS Cutting edge design and branding that works, 3D, 2D, etc. Website Development Online presence, business or personal. Advanced front and back-end development and design. Standards compliant websites including advanced programming languages. Search engine optimization. EVALUATION OF WEB SITE INTERFACE Web site interaction, client response and feed back of design augmentation. E-MAIL MARKETING STRATEGIES Promotional offers, relationship marketing, packages, web trends, and up-sell and cross sell strategies, design.*

In other words, this retainer agreement covers all of the above services as needed, but is limited to the hourly and/or annual time detailed in Section 7.

# BIG FISH CREATIONS

*When you need to get noticed – swim upstream.*

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## LETTER OF AGREEMENT

### 4. Additional Costs:

The compensation estimate (See Section #7) INCLUDES fees for domain hosting, monthly storage and e-mail accounts. Outside costs such as supplies, additional photography, copy & printing services, long distance telephone, travel and shipping, court and/or legal fees, will be over and above the compensation amount and billed at net costs. This agreement INCLUDES domain registration fees.

### 5. Independent contractors:

Should Big Fish Creations elect to hire freelance employees, Big Fish Creations will be solely responsible for any and all necessary taxes and insurance incurred on their behalf.

### 6. Cancellation:

The Client and/or Big Fish Creations may request cancellation of this agreement, but must do so in writing. Furthermore, upon cancellation, The Client is obligated to pay any unpaid design fees as "payoff" for this agreement. [See section 8]

### 7. Compensation:

Compensation for Big Fish Creations services (see section #3) hereunder shall be as follows:

**Compensation for Monthly Retainer Services .....\$ 600 (per month)**

This compensation covers an estimated 5 hours total time of services listed in Section #3. In addition, the retainer will cover the annual fees associated with hosting and registering the website, roughly \$450 per year.

### 8. Payment Schedule:

The Client will be invoiced by Big Fish Creations monthly, and remit the total retainer services fee [See Section #7] to Big Fish Creations each month. If the hours per month are exceeded, and/or not reached, they will carry over into the next month. In the event Client exceeds maximum estimated annual hours, i. e. 96 total annual hours, Big Fish Creations will notify Client ahead of time. An accounting of hours will be kept by Big Fish Creations and be made available to Client per their request.

### 9. Scope of Work:

The retainer specifically focuses mainly on the following tasks:

- ◆ Enter, update and maintain the Calendar of Events
- ◆ Analysis of Web Site Statics, Traffic Trends and Optimization
- ◆ Provide Content for the Facebook and Twitter Accounts
- ◆ Create Banner Ads
- ◆ Add Images as Needed, or Requested by Client
- ◆ Refresh or add New Copy
- ◆ Answer all Workflow Notifications

However, the Client has the ability to use the retainer to cover any service provided by Big Fish Creations on the list in Section # 3.

# BIG FISH CREATIONS

*When you need to get noticed - swim upstream.*

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## **LETTER OF AGREEMENT**

Thank you for allowing me to prepare this agreement letter. Please feel free to contact me if you have any questions. If the foregoing meets with your approval, please sign in the space indicated and return one copy to the address or fax below.

Very truly yours,



Michael K. Clawson  
Big Fish Creations

### **ACCEPTED AND AGREED:**

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING SECTION 2-5.204 OF CHAPTER 5 OF TITLE 2  
OF PLUMAS COUNTY CODE  
(SALARY: DISTRICT ATTORNEY / PUBLIC ADMINISTRATOR)**

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

**SECTION 1.** Section 2-5.204 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

**Section 2-5.204 District Attorney/Public Administrator**

The annual salary of the District Attorney-Public Administrator shall be One Hundred Thousand Seven Hundred Thirty-One and 96/100ths Dollars (\$100,731.96).

**SECTION 2.** Operative date: Effective date: Publication: Codification

This Ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the Feather River Bulletin, a newspaper of general circulation in Plumas County, within 15 days of final adoption. Section 1 of this Ordinance shall be codified; the remainder shall not be codified.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 5<sup>th</sup> day of June, 2018 and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 12th day of June, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Jeff Engel, Chair of the Board of Supervisors

ATTEST:

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Nancy L. DaForno, Clerk of the Board

4B1,2

## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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

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



**DATE:** May 24, 2018

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JUNE 5, 2018.

**RE: RESOLUTION TO AMEND FISCAL YEAR 2017-2018 JOB CLASSIFICATION FOR ENVIRONMENTAL HEALTH DIRECTOR WAGE RANGE 3269 DEPARTMENT #20550.**

---

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

Approve Resolution to amend the job classification for the position of Environmental Health Director wage range 3269, department #20550.

### **BACKGROUND AND DISCUSSION:**

Gerald Sipe recently met with Board of Supervisors to evaluate his performance and was directed to Human Resources to discuss amending the current job description and wage for the Environmental Health Director's job classification. The following recommendations are a result of this meeting.

The current job description still refers to job responsibilities in both Environmental Health and Emergency Management. Now that the full transfer of OES to the Sheriff's department is complete, it would be appropriate to update these changes in the job classification for the Environmental Health Director. In addition to updating the job classification, the wage range for the new job classification has been adjusted with a 5% increase, new range 3269.

Attached Exhibits:

1. Resolution to update Environmental Health Director Job description and wage range for Plumas County's job classification plan.
2. *Amended Employment Contract – Gerald Sipe*
3. Current and revised job descriptions for Environmental Health Director
4. Attached is the five (5) year cost projection for the proposed change in salary.
5. Organizational Chart for Environmental Health Department

Thank you for your consideration with this matter.

RESOLUTION NO. 2018- \_\_\_\_\_

**RESOLUTION TO AMEND FISCAL YEAR 2017-2018 JOB CLASSIFICATION FOR  
ENVIRONMENTAL HEALTH DIRECTOR WAGE RANGE 3269  
FOR DEPARTMENT #20550**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2017/2018 Job Classification Plan covering all positions in the County service; and

**WHEREAS**, this position is necessary in the daily operational needs of the Environmental Health Department #20550; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2017-2018 Position Allocation to remove the job classification of Emergency Management and Environmental Health Director and add the job classification for Environmental Health Director – wage range 3269 Department #20550; and

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

Approve the amendment to the Fiscal Year 2017/2018 Job Classification Plan for the following positions:

<b><u>Environmental Health Department #20550</u></b>	<b><u>FTE</u></b>
<b>Emergency Management and Environmental Health Director</b>	<b>0.00</b>
<b>Environmental Health Director</b>	<b>1.00</b>

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 5<sup>th</sup> day of June, 2018 by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

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Chair, Board of Supervisors

**AMENDED  
EMPLOYMENT AGREEMENT**

This Amended Employment Agreement (“Agreement”) is made on June 5, 2018, between PLUMAS COUNTY, a political subdivision of the State of California (“COUNTY”), and GERALD SIPE, an individual (“CONTRACT EMPLOYEE”) who agrees as follows:

**Recitals:** This Agreement is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and GERALD SIPE have entered into a written “Employment Agreement” effective October 8, 2013, (the “Original Agreement”), in which GERALD SIPE agreed to provide services to Plumas County as its Emergency Management and Environmental Health Director.
- b. On July 5, 2016, Plumas County’s Office of Emergency Management functions were transferred to the Plumas County Sheriff’s Office, and the job description for the former “Emergency Management and Environmental Health Director” were revised effective June 5, 2018, as the “Plumas County Environmental Health Director,” a copy of which is attached hereto as Exhibit “A.”
- c. COUNTY and CONTRACT EMPLOYEE participated in a performance evaluation of CONTRACT EMPLOYEE on November 14, 2017.
- d. Because of the performance evaluation, the parties desire to update and change the Original Agreement as provided below.

Now, therefore, the parties agree that this Amended Agreement shall supersede the Original Agreement in its entirety as follows:

**1. SERVICES PROVIDED**

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

**2. TERM**

CONTRACT EMPLOYEE shall be retained as the Plumas County Environmental Health Director, effective June 5, 2018, 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 ninety (90) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may "buy-out" any part of the 30-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option the Severance may be paid in one payment.

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

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

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

#### 4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning May 15, 2018, CONTRACT EMPLOYEE shall be paid at the annual salary rate of

eighty two thousand seven hundred one and no/100 Dollars (\$82,701.00) per year (or \$6,891.73 per month). Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Environmental Department. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

## 5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE at which time modifications of these terms of employment may be discussed. The annual performance evaluation will be conducted in a closed session of the Board of Supervisors consistent with the requirements of the Brown Act Open Meeting Law.

## 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: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 - 7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.
- 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 PEPRA member.
- d. Forty (40) hours of administrative leave per year. Administrative leave shall not accumulate from year to year. Unused administrative leave at the end of the year shall expire. Unused administrative leave at separation from employment expires unpaid.
- 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.

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

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

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

7. COMPLIANCE WITH LAWS AND ORDINANCES

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

8. NON-ASSIGNABLE:

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

9. MODIFICATION

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

10. ATTORNEY'S FEES AND COSTS

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

11. INTEREST OF CONTRACT EMPLOYEE

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

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

12. SEVERABILITY

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

13. ENTIRE AGREEMENT

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

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 shall be binding upon, and inure to the benefit of the heirs, successors, assigns, executors, and personal representatives of the parties hereto.

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 June 5, 2018 (the "Effective Date") if approved by both parties.

21. SIGNATURES

**COUNTY:**

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

By \_\_\_\_\_  
Jeff Engel, Chair  
Plumas County Board of Supervisors

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

**CONTRACT EMPLOYEE:**

GERALD SIPE  
"Contract Employee"

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

**ATTEST:**

\_\_\_\_\_  
Nancy DaForno,

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

Clerk of the Board of Supervisors

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

APPROVED AS TO FORM:

---

R. Craig Settlemire  
Plumas County Counsel

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

## **EMERGENCY MANAGEMENT AND ENVIRONMENTAL HEALTH DIRECTOR**

### **DEFINITION**

Under general direction, plan, organize, administer and supervise County Emergency Services and Environmental Health Department and activities. Responsible to coordinate the full range of pre-emergency planning, emergency response, and post-emergency management functions; also responsible to assign, coordinate, schedule and perform Environmental Health investigations, inspections and enforcement activities. Represents the County on various issues and policies impacting emergency management and environmental health services; serves as a liaison with local fire districts; provides administrative support for the Board of Supervisors and/or the County Administrative Officer; and performs related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a single-position class responsible for the day-to-day operations of the County's Emergency Management and Environmental Health functions and programs. The position's primary emphasis is on program development and implementation, staff supervision, budget preparation and administration, and program administration for the assigned areas.

### **REPORTS TO**

Board of Supervisors.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

Administrative Assistant I/II, Department Fiscal Officer I/II, Environmental Health Technician I/II, Environmental Health Specialist I/II/III, Hazardous Materials Specialist I/II/III.

## **EMERGENCY MANAGEMENT AND ENVIRONMENTAL HEALTH DIRECTOR - 2**

### **EXAMPLES OF DUTIES**

- Develops, recommends, and administers Department goals, objectives, policies and budgets.
- Controls fiscal expenditures and revenues.
- Hires, supervises, evaluates, and insures proper training of Department staff in accordance with County Personnel Rules and state and federal guidelines.
- Develops, directs and coordinates emergency preparedness programs and trainings for county staff, allied agencies and the public.
- Develops, updates and maintains the County's Emergency Operations Plans and Hazard Mitigation Plan in accordance with federal and state guidelines.
- Performs emergency response activities, according to appropriate guidelines.
- Provides technical assistance to County Fire Districts.
- Provide technical expertise on assigned functions to the public, community organizations, other County staff, and a variety of government agencies.
- Enforces Environmental Health laws and regulations.
- Prepares and administers grants.
- Reviews and/or prepares a variety of staff reports for the Board of Supervisors and other agencies.
- Develops ordinances and resolutions for adoption.
- Reviews and comments on proposed state laws or regulations.
- May serve as an expert witness in Court actions.
- Keeps current on changes in Emergency Management and Environmental Health laws and regulations.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

## **EMERGENCY MANAGEMENT AND ENVIRONMENTAL HEALTH DIRECTOR – 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Methods, techniques, and practices of federal, state, and local emergency services and environmental health.
- Laws, codes, rules, regulations, and ordinances governing emergency services, environmental health, sanitation, and hazardous wastes.
- Purposes, requirements, programs and practices of state and federal agencies overseeing emergency service and environmental health activities.
- Principles of project planning, program development, monitoring, and evaluation.
- Budget development and expenditure control.
- Principles of public administration, supervision, training, and employee evaluation.
- Chemical, biological, physical, and environmental sciences
- Computerized database and information systems.

#### **Ability to:**

- Plan, organize, coordinate, implement, and administer County emergency services and environmental health programs.
- Develop, implement, oversee, and carry out a variety of local services and programs.
- Analyze and interpret laws and regulations related to assigned areas of responsibility.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Communicate clearly and concisely, both orally and in writing.
- Communicate with others from diverse socio-economic and cultural backgrounds.
- Develop community resources and programs.
- Effectively represent assigned programs and services in contacts with the public, community organizations, other County staff, and other government agencies.
- Establish and maintain cooperative working relationships.

## **EMERGENCY MANAGEMENT AND ENVIRONMENTAL HEALTH DIRECTOR - 4**

### **Training and Experience:**

Five (5) years of responsible experience in Environmental Health investigation, inspection, and enforcement work, preferably including at least one (1) year in an administrative or supervisory capacity, **or**;

Five (5) years of responsible work experience in government or business program development, implementation, and administration, preferably including at least one (1) year experience in emergency and disaster services, **and**;

Equivalent to graduation from a four (4) year college or university with a major in biology, chemistry, physics, environmental science, or a closely related field.

### **Special Requirements:**

Possession of valid Environmental Health registration issued by the State Department of Public Health.

Possession of a valid California Driver's License issued by the California Department of Motor Vehicles.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

**ENVIRONMENTAL HEALTH DIRECTOR****DEFINITION**

Under general direction, plan, organize, administer and supervise County Environmental Health Department and activities; assign, coordinate, and schedule Environmental Health investigations, inspections and enforcement activities; perform a variety of the more difficult, complex, and specialized assignments in the Department; represent the County on various issues and policies impacting environmental health services; provide administrative support for the Board of Supervisors and/or the County Administrative Officer; and perform related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is a single-position class responsible for the day-to-day operations of the County's Environmental Health functions and programs. The position's primary emphasis is on program development and implementation, staff supervision, budget preparation and administration, and program administration for the assigned areas.

**REPORTS TO**

Board of Supervisors or through the County Administrative Officer

**CLASSIFICATIONS DIRECTLY SUPERVISED**

Administrative Assistant I/II, Department Fiscal Officer I/II, Environmental Health Technician I/II, Environmental Health Specialist I/II/III, Hazardous Materials Specialist I/II/III

## **ENVIRONMENTAL HEALTH DIRECTOR - 2**

### **EXAMPLES OF DUTIES**

- Develops, recommends, and administers Department goals, objectives, policies and budgets.
- Controls fiscal expenditures and revenues.
- Hires, supervises, evaluates, and insures proper training of Department staff in accordance with County Personnel Rules and state and federal guidelines.
- Maintains Environmental Health programs in compliance with state and federal regulations and standards.
- Provide technical expertise on assigned functions to the public, community organizations, other County staff, and a variety of government agencies.
- Enforces Environmental Health laws and regulations.
- Prepares and administers grants.
- Reviews and/or prepares a variety of staff reports for the Board of Supervisors and other agencies.
- Develops ordinances and resolutions for adoption.
- Reviews and comments on proposed state laws or regulations.
- May serve as an expert witness in Court actions.
- Keeps current on changes in Environmental Health laws and regulations.
- Performs routine, complex, and sensitive inspections

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

## **ENVIRONMENTAL HEALTH DIRECTOR – 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Methods, techniques, and practices of federal, state, and local environmental health program implementation.
- Laws, codes, rules, regulations, and ordinances governing environmental health, sanitation, and hazardous wastes.
- Purposes, requirements, programs and practices of state and federal agencies overseeing environmental health activities.
- Principles of project planning, program development, monitoring, and evaluation.
- Budget development and expenditure control.
- Principles of public administration, supervision, training, and employee evaluation.
- Chemical, biological, physical, and environmental sciences
- Computerized database and information systems.

#### **Ability to:**

- Plan, organize, coordinate, implement, and administer County environmental health programs.
- Develop, implement, oversee, and carry out a variety of local services and programs in compliance with state and federal standards.
- Analyze and interpret laws and regulations related to assigned areas of responsibility.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Communicate clearly and concisely, both orally and in writing.
- Communicate with others from diverse socio-economic and cultural backgrounds.
- Develop community resources and programs.
- Effectively represent assigned programs and services in contacts with the public, community organizations, other County staff, and other government agencies.
- Establish and maintain cooperative working relationships.

## **ENVIRONMENTAL HEALTH DIRECTOR - 4**

### **Training and Experience:**

Qualifications needed for this position:

Five (5) years of responsible experience in Environmental Health investigation, inspection, and enforcement work, preferably including at least one (1) year in an administrative or supervisory capacity, **and**;

Equivalent to graduation from a four (4) year college or university with a major in biology, chemistry, physics, environmental science, or a closely related field.

### **Special Requirements:**

Possession of valid Environmental Health registration issued by the State Department of Public Health.

Possession of a valid California Driver's License issued by the California Department of Motor Vehicles. The valid California Driver's License must be maintained throughout County employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

**Environmental Health Director****5% Increase L5**

Environmental Health Director

Proposed wage range - \$32.69

		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22
<b>Current range: \$48.36</b>	Current	<b>\$ 100,589.00</b>				
Retirement		\$ 23,475.46	\$ 24,744.89	\$ 29,472.58	\$ 31,584.95	\$ 33,395.55
FICA / Medicare		\$ 7,695.06	\$ 7,695.06	\$ 7,695.06	\$ 7,695.06	\$ 7,695.06
<b>Total</b>		<b>\$ 131,759.52</b>	<b>\$ 133,028.95</b>	<b>\$ 137,756.64</b>	<b>\$ 139,869.00</b>	<b>\$ 141,679.61</b>
<b>Proposed wage \$32.69</b>		<b>\$ 105,602.00</b>				
Retirement		\$ 24,645.39	\$ 25,978.09	\$ 30,941.39	\$ 33,159.03	\$ 35,059.86
FICA/Medicare		\$ 8,078.55	\$ 8,078.55	\$ 8,078.55	\$ 8,078.55	\$ 8,078.55
<b>Total</b>		<b>\$ 138,325.95</b>	<b>\$ 139,658.65</b>	<b>\$ 144,621.94</b>	<b>\$ 146,839.58</b>	<b>\$ 148,740.42</b>
Five Year Differential	Difference	\$ (6,566.43)				
			\$ (6,629.69)			
				\$ (6,865.30)		
					\$ (6,970.58)	
						\$ (7,060.81)
Five year increase to Personnel Budget	<b>\$ (34,092.81)</b>					

Environmental Health Director

Proposed Flat Increase Hourly Rate: \$ 32.69

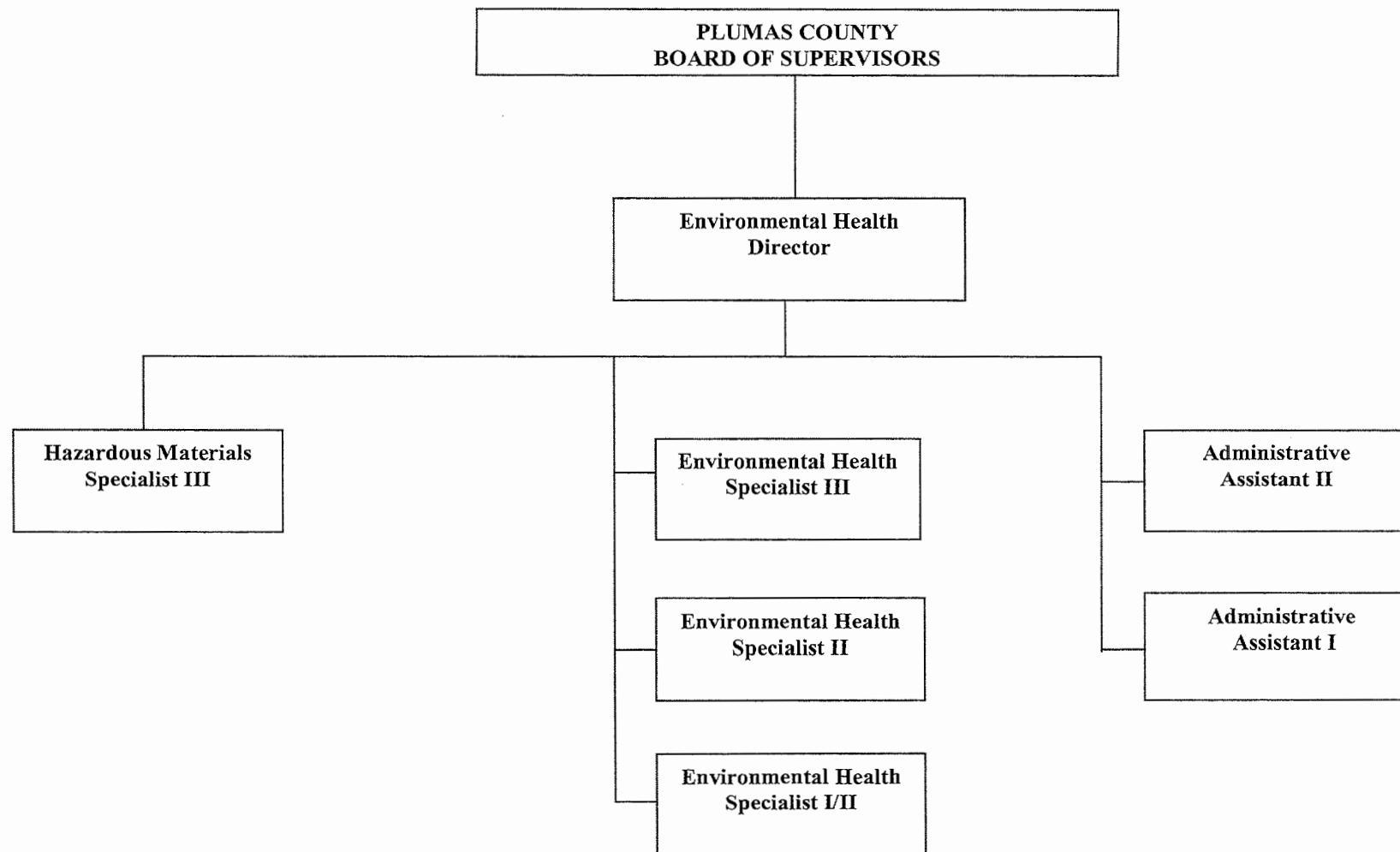
Proposed Increase with L5: \$50.77

**Job Classification Flat wage Range- 3269**

Updated 03/2018

# ENVIRONMENTAL HEALTH

## Organization Chart FY 17/18



4B3,4

## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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

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



**DATE:** May 24, 2018

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JUNE 5, 2018.

**RE: RESOLUTION TO AMEND FISCAL YEAR 2017-2018 JOB CLASSIFICATION FOR PLANNING DIRECTOR WAGE RANGE 4327-4543 FOR DEPARTMENT #20490.**

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

Approve Resolution to amend the job classification for the position of Planning Director wage range 4327 - 4543 for department #20490.

### **BACKGROUND AND DISCUSSION:**

Randell Wilson recently met with Board of Supervisors to evaluate his performance and was directed to Human Resources to discuss amending the current job description and wage for the Planning Director's job classification. The following recommendations are a result of this meeting.

The current job description has been updated to reflect the current job duties and responsibilities. In addition to updating the job classification, the wage range for the new job classification has been adjusted with a 5% increase. The new wage range is \$43.27 to \$45.43 per hour.

Attached Exhibits:

1. Resolution to update Planning Director's Job description and wage range for Plumas County's job classification plan.
2. *Amended* Employment Contract – Randell Wilson
3. Current and revised job descriptions for Planning Director
4. Attached is the five (5) year cost projection for the proposed change in salary.
5. Organizational Chart for Planning Department

Thank you for your consideration with this matter.

**RESOLUTION TO AMEND FISCAL YEAR 2017-2018 JOB CLASSIFICATION WAGE RANGE 4327-4543 FOR PLANNING DIRECTOR FOR DEPARTMENT #20490**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2017/2018 Job Classification Plan covering all positions in the County service; and

**WHEREAS**, this position is necessary in the daily operational needs of the Planning Director #20490; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2017-2018 Job Classification for Planning Director – wage range 4327 - 4543 Fund #20490; and

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

Approve the amendment to the Fiscal Year 2017/2018 Job Classification Plan and wage range of 4327 – 4543 for the following position:

<u>Planning Department #20490</u>	<u>FTE</u>
Planning Director	1.00

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 5<sup>th</sup> day of June, 2018 by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

---

Chair, Board of Supervisors

---

Clerk, Board of Supervisors

## **AMENDED EMPLOYMENT AGREEMENT**

This Amended Employment Agreement ("Agreement") is made on June 5, 2018, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and RANDELL S. WILSON, an individual ("CONTRACT EMPLOYEE") who agrees as follows:

**Recitals:** This Agreement is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and RANDELL S. WILSON have entered into a written "Agreement for Professional Services" effective November 1, 2008, (the "Original Agreement"), in which RANDELL S. WILSON agreed to provide services to Plumas County as its Director of Planning.
- b. COUNTY and CONTRACT EMPLOYEE participated in a performance evaluation of CONTRACT EMPLOYEE.
- c. Because of the performance evaluation, the parties desire to update and change the Original Agreement as provided below.

Now, therefore, the parties agree that this Amended Agreement shall supersede the Original Agreement in its entirety as follows:

### **1. SERVICES PROVIDED**

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

### **2. TERM**

CONTRACT EMPLOYEE shall be retained as the Planning Director, effective June 5, 2018, 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 ninety (90) 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 90-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter “Severance”) to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option the Severance may be paid in one payment.

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

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

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

#### 4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning May 15, 2018, CONTRACT EMPLOYEE shall be paid at the annual salary rate of ninety-four thousand four hundred ninety four dollars and No/100 Dollars (\$94,494.00) per year (or \$7,874.50 per month). Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Planning Department. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

#### 5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE at which time modifications of these terms of employment may be discussed. The annual performance evaluation will be conducted in a closed session of the Board of Supervisors consistent with the requirements of the Brown Act Open Meeting Law.

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: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 -7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.
- 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 PEPRA member.
- d. Forty (40) hours of administrative leave per year. Administrative leave shall not accumulate from year to year. Unused administrative leave at the end of the year shall expire. Unused administrative leave at separation from employment expires unpaid.
- 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.

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

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

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with

County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at his sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 90-day notice period specified in section 3 of this Agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

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

8. NON-ASSIGNABLE:

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

9. MODIFICATION

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

10. ATTORNEY'S FEES AND COSTS

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

11. INTEREST OF CONTRACT EMPLOYEE

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

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

12. SEVERABILITY

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

**13. ENTIRE AGREEMENT**

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

**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 shall be binding upon, and inure to the benefit of the heirs, successors, assigns, executors, and personal representatives of the parties hereto.

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 June 5, 2018, (the "Effective Date") if approved by both parties.

21. SIGNATURES

**COUNTY:**

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

By \_\_\_\_\_  
Jeff Engel, Chair  
Plumas County Board of Supervisors

**CONTRACT EMPLOYEE:**

\_\_\_\_\_  
RANDELL WILSON  
"Contract Employee"

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

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

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



## PLANNING DIRECTOR

### **DEFINITION**

Under general direction, to be responsible for the administration and supervision of the Planning Department, including land use planning and zoning enforcement, perform a variety of the more difficult, complex, and specialized assignments in the preparation and distribution of planning reports; to represent the County Planning Department and associated functions with groups and organizations; to explain ordinances, resolutions, regulations, and County policies to the public; to perform special assignments as directed; to provide administrative support for the Board of Supervisors and the County Administrative Officer; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a single-position class for the position which oversees and directs the functions and activities of the County Planning Department. Responsibilities include directing, coordinating, and supervising the work of staff, preparing and administering the budget, and performing a broad range of complex professional planning work.

### **REPORTS TO**

Board of Supervisors or through the County Administrative Officer

### **CLASSIFICATIONS DIRECTLY SUPERVISED.**

Directs the activity of the Assistant Director of Planning, Senior Planner, Associate Planner, Department Fiscal Officer, Geographic Information Systems Coordinator, Geographic Information Systems Planner, Planning Technician, and other contract staff as needed

## **PLANNING DIRECTOR - 2**

### **EXAMPLES OF DUTIES**

- Plans, organizes, directs, coordinates, and administers the functions of the County Planning Department.
- Analyzes community needs and develops programs to meet the needs in accordance with established County policies and available resources.
- Responsible for enforcement of land use laws and regulations.
- Develops and recommends Department goals, objectives and policies.
- Prepares and administers the Department budgets approved by the Board of Supervisors.
- Controls fiscal expenditures and revenues; hires, supervises, evaluates, and insures proper training of Department staff in accordance with County Personnel Rules.
- Assigns and oversees the completion of projects.
- Disseminates information to the public and other agencies.
- Drafts ordinances and resolutions for adoption; researches, reviews, and analyzes information and data for the preparation of planning reports on both current and long range issues.
- Serves as Zoning Administrator and prepares zoning change proposals, conditional use permits, variances, site plan reviews, general plan amendments, parcel map reviews, and other items.
- Prepares environmental assessments for compliance with the California Environmental Quality Act.
- Prepares and/or reviews environmental impact reports.
- Reviews information and develops mitigation measures for environmental problems.
- Develops conditional requirements consistent with impact report comments.
- Represents the Planning Department with a variety of special committees and agencies.
- Answers public inquiries regarding planning issues, permit procedures, and zoning.
- Meets and confers with groups and organizations concerning planning and development services.
- Provides technical and administrative support to the Board of Supervisors as well as professional advisor.
- Provide staff support to the Plumas County Planning Commission.
- Provide staff support to the AIRPORT LAND USE COMMISSION.
- Performs ground and water resource planning, natural resource planning, and related issues as needed.
- Performs other duties as assigned.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

## PLANNING DIRECTOR - 3

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Purposes and procedures of public planning agencies, boards, and governing bodies.
- Laws, regulations, and ordinances governing planning, zoning, land use.
- Principles, techniques, and trends of land use planning.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.
- Budget development and control.
- Principles of project planning, coordination, and direction.
- Principles of public administration and staff supervision, training, and evaluation.

#### **Ability to:**

- Plan, organize, direct, and coordinate the functions of the Planning Department and associated functions.
- Provide supervision, training, and evaluations for assigned staff.
- Develop and administer a Department budget.
- Perform a variety of the most complex planning studies and environmental reviews.
- Perform special assignments for a variety of County Boards and Commissions.
- Analyze technical, statistical, and other information related to public planning.
- Direct the preparation of comprehensive and concise planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning, land use and airport operations.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Make effective written and oral presentations.
- Effectively represent the Planning Department, in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

## **PLANNING DIRECTOR - 4**

### **Training and Experience:**

Qualifications needed for this position:

Graduation from an accredited university or college with a Bachelor's degree in public planning or a closely related field AND

Five (5) years of progressively responsible planning experience with four (4) years in a supervisory capacity.

### **Special Requirements:**

Possession of a valid driver's license at time of application, and obtain a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout County employment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are Required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

## **PLANNING DIRECTOR**

### **DEFINITION**

Under general direction, to be responsible for the administration and supervision of the Planning Department, including land use planning and zoning enforcement, Building Inspection and Code Enforcement services, and County airport operations; to perform a variety of the more difficult, complex, and specialized assignments in the preparation and distribution of planning reports; to represent the County Planning Department and associated functions with groups and organizations; to explain ordinances, resolutions, regulations, and County policies to the public; to perform special assignments as directed; to provide administrative support for the Board of Supervisors and the County Administrative Officer; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a single-position class for the position which oversees and directs the functions and activities of the County Planning Department including Building Inspection and Code Enforcement services and related areas such as airports. Responsibilities include directing, coordinating, and supervising the work of staff, preparing and administering the budget, and performing a broad range of complex professional planning work. The position also serves as Executive Officer for the Local Agency Formation Commission.

### **REPORTS TO**

Board of Supervisors through the County Administrative Officer.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

Supervising Senior Planner, Building Official, Executive Assistant and Administrative Assistant.

## **PLANNING DIRECTOR - 2**

### **EXAMPLES OF DUTIES**

Plans, organizes, directs, coordinates, and administers the functions of the County Planning Department, airports, Building Inspection and Code Enforcement services; and LAFCO; has responsibility for enforcement of land use laws and regulations; develops and recommends Department goals, objectives and policies; prepares and administers the Department budgets recommended by the County Administrative Officer and approved by the Board of Supervisors; controls fiscal expenditures and revenues; hires, supervises, evaluates, and insures proper training of Department staff in accordance with County Personnel Rules; assigns and oversees the completion of projects; disseminates information to the public and other agencies; reviews and/or prepares a variety of staff reports for the Board of Supervisors, LAFCO, and other agencies; drafts ordinances and resolutions for adoption; researches, reviews, and analyzes information and data for the preparation of planning reports on both current and long range issues; serves as Zoning Administrator and prepares zoning change proposals, conditional use permits, variances, site plan reviews, general plan amendments, parcel map reviews, and other items; prepares environmental assessments for compliance with the California Environmental Quality Act; prepares and/or reviews environmental impact reports; reviews information and develops mitigation measures for environmental problems; develops conditional requirements consistent with impact report comments; represents the Planning Department with a variety of special committees and agencies; answers public inquiries regarding planning issues, permit procedures, and zoning; serves as Executive Officer for LAFCO; has responsibility for the operation and development of County airports, coordinating activities and on-site leases; ~~directs the preparation of the County Solid Waste Plan~~; serves as staff and provides technical and administrative support to the Board of Supervisors, LAFCO, and Airport Land Use Commission.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

## PLANNING DIRECTOR - 3

### **DESIRABLE QUALIFICATIONS**

#### Knowledge of:

- Purposes and procedures of public planning agencies, boards, and governing bodies.
- Laws, regulations, and ordinances governing planning, zoning, land use, airport operations.
- Construction methods and procedures.
- Principles, techniques, and trends of land use planning.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.
- Budget development and control.
- Principles of project planning, coordination, and direction.
- Principles of public administration and staff supervision, training, and evaluation.

#### Ability to:

- Plan, organize, direct, and coordinate the functions of the Planning Department and associated functions.
- Provide supervision, training, and evaluations for assigned staff.
- Develop and administer a Department budget.
- Perform a variety of the most complex planning studies and environmental reviews.
- Perform special assignments for a variety of County Boards and Commissions.
- Analyze technical, statistical, and other information related to public planning, building inspection and airport operations.
- Direct the preparation of comprehensive and concise planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning, land use and airport operations.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Make effective written and oral presentations.
- Effectively represent the Planning Department, County Airports, LAFCO, and Building Inspection and Code Enforcement in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

## **PLANNING DIRECTOR - 4**

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Five (5) years of responsible professional experience in public planning, land use evaluation, or airport operations, including at least one (1) year in a supervisory or management capacity.

Equivalent to graduation from a four (4) year college or university with a major course work in public planning is highly desirable.

Special Requirement: Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Planning Director	5% Increase	Step B (L1)		Step C (L2)		
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22
Planning Director \$43.27						
Proposed wage range - \$45.43		Current				
<b>Current wage calculations</b>		<b>\$ 94,515.00</b>	<b>\$ 99,258.00</b>	<b>\$ 99,258.00</b>	<b>\$ 99,258.00</b>	<b>\$ 99,258.00</b>
Retirement		\$ 22,057.91	\$ 22,432.31	\$ 29,082.59	\$ 31,167.01	\$ 32,953.66
FICA / Medicare		\$ 7,230.40	\$ 7,593.24	\$ 7,593.24	\$ 7,593.24	\$ 7,593.24
<b>Total</b>		<b>\$ 123,803.31</b>	<b>\$ 129,283.55</b>	<b>\$ 135,933.83</b>	<b>\$ 138,018.25</b>	<b>\$ 139,804.89</b>
<b>Proposed wage \$45.43</b>		<b>\$ 99,237.00</b>	<b>\$ 104,208.00</b>	<b>\$ 104,208.00</b>	<b>\$ 104,208.00</b>	<b>\$ 104,208.00</b>
Retirement		\$ 23,159.93	\$ 25,635.17	\$ 30,532.94	\$ 32,721.31	\$ 34,597.06
FICA/Medicare		\$ 7,591.63	\$ 7,971.91	\$ 7,971.91	\$ 7,971.91	\$ 7,971.91
<b>Total</b>		<b>\$ 129,988.56</b>	<b>\$ 137,815.08</b>	<b>\$ 142,712.86</b>	<b>\$ 144,901.22</b>	<b>\$ 146,776.97</b>
Five Year Differential	Difference	\$ (6,185.25)				
			\$ (8,531.54)			
				\$ (6,779.02)		
					\$ (6,882.98)	
						\$ (6,972.08)
Five year increase to Personnel Budget	\$ (35,350.86)					

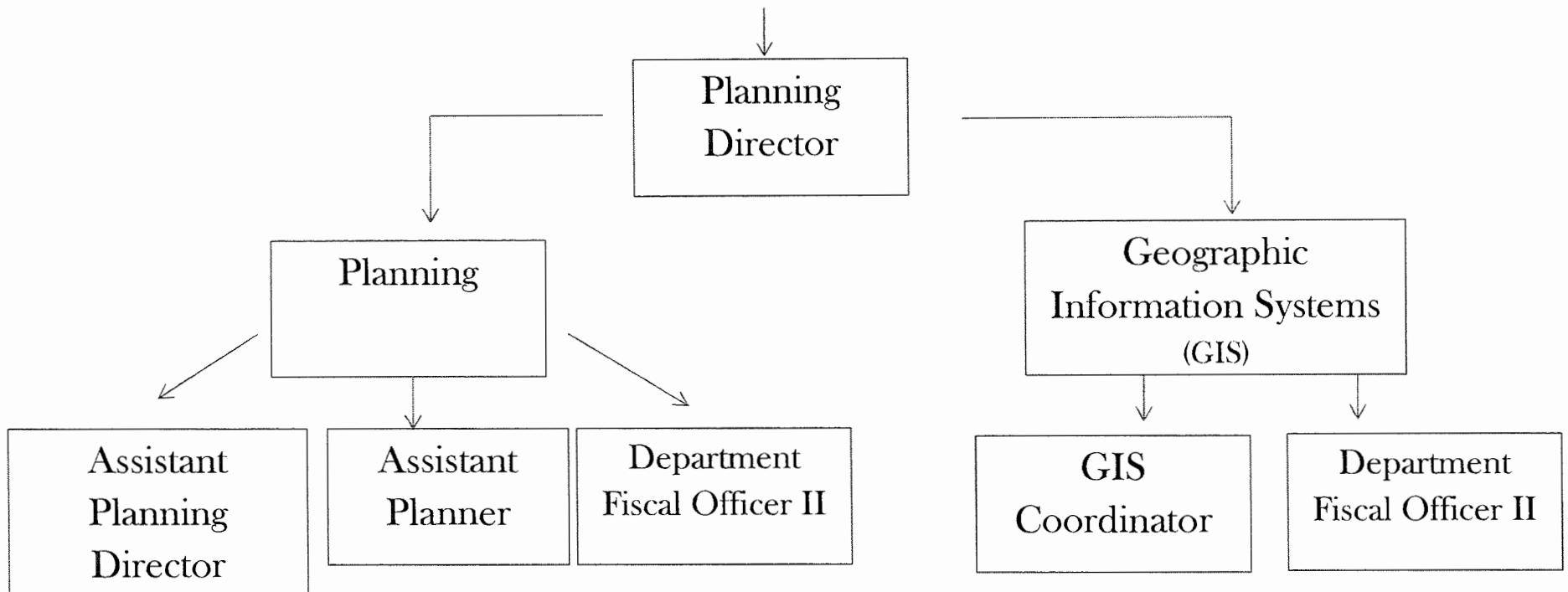
Planning Director Current Flat Hourly Rate: \$43.27

Proposed Increase: \$45.43

*Job Classification Flat Range 4327 - 4543*

Updated 3/2018

# Planning Department





# PLUMAS COUNTY BUILDING DEPARTMENT

555 Main Street  
Quincy, CA 95971  
www.plumascounty.us

4c1  
voice (530) 283-7011  
24/7 inspection request (530) 283-6001  
fax (530) 283-6134

**DATE:** May 24, 2018

**TO:** Honorable Board of Supervisors  
**FROM:** Charles White  
Director of Building Services

**SUBJECT: REQUEST TO CHANGE CURRENT CODE ENFORCEMENT OFFICER WORK HOURS FROM 8 HOURS PER DAY, MONDAY THROUGH FRIDAY TO 10 HOURS PER DAY MONDAY THROUGH THURSDAY FROM MID APRIL TO MID OCTOBER. SPECIFIC DAY DEPENDANT ON PAYROLL CYCLE**

**RECOMMENDATION:**

Approve a request to allow the Director of Building Services to adjust the Code Enforcement Officer's work schedule from 8 hours per day, 5 days per week to 10 hours per day, 4 days per week from the first payroll date in April, to the first payroll date in October. The remaining months of the year would remain at 8 hours per day in accordance with the current Building Department work schedule.

**BACKGROUND:**

The workload in Code Enforcement has been steadily backing up with only the most critical cases being investigated. During the longer daylight months, more fieldwork can be completed in a 10-hour workday. The initial investigations are the first step in compliance actions and can typically only be done during daylight hours. 10-hour days also give the Officer the ability to make contact with residents before or after the residents typical work hours. This will allow more cases to get started by investigation with much of the follow up work and any further compliance action processes conducted during the shorter daylight months in the office. On Fridays, Building Department staff will still be available to receive compliance investigation requests and answer questions in regards to Code Enforcement.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Charles White".

Charles White  
Director of Building Services  
County of Plumas



# PLUMAS COUNTY BUILDING DEPARTMENT

555 Main Street  
Quincy, CA 95971  
www.plumascounty.us

4c2  
voice (530) 283-7011  
24/7 inspection request (530) 283-6001  
fax (530) 283-6134

**DATE:** May 24, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Charles White  
Director of Building Services

**SUBJECT: REQUEST FOR PERMANENT VEHICLE ASSIGNMENT TO THE CODE ENFORCEMENT OFFICER PER PLUMAS COUNTY OVERNIGHT VEHICLE ASSIGNMENT POLICY ADOPTED OCTOBER 26, 1993 (attached)**

**RECOMMENDATION:**

Approve a request to allow the Director of Building Services to assign a permanent vehicle to the Code Enforcement Officer for reasons of efficiency and economy.

**BACKGROUND:**

Code enforcement is a countywide problem both in the higher and lower population density areas that can take a great amount of time just in travel. By allowing the Code Enforcement Officer to have a permanent vehicle assigned, the Officer can cover a much larger area, daily within the County much more efficiently. The Officer can start their day from the time they leave their home investigating new compliance cases and monitoring existing cases on their way to the office, making stops on the way from the office, or remaining in the field all day as workload dictates. The Officer will be required to keep daily logs of the addresses they visit along with time at each individual location. The Director will review those logs on a weekly basis and maintain monthly electronic records for auditing purposes. There is currently a vehicle assigned for Code Enforcement so there will be no need to purchase a vehicle to accommodate this request.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Charles White".

Charles White  
Director of Building Services  
County of Plumas

PLUMAS COUNTY  
OVERNIGHT VEHICLE ASSIGNMENT POLICY

Adopted October 26, 1993

1. All overnight vehicle assignments by departments to employees shall be limited to the first line emergency responses for critical services only, and then only when the situation dictates. Exceptions to this policy may be granted by the Board of Supervisors when in its judgment, the overnight assignment or permanent assignment of a vehicle is justifiable for reasons of safety, efficiency and/or economy.

First line emergency response is defined as a limited staff response which must be provided in order to prevent exposure to danger, chance of injury or damage to buildings or property.

To be considered for reasons of efficiency and/or economy the department must be able to demonstrate that overnight assignment of the vehicle will result in a cost savings to the County.

2. The occasional use of a vehicle would remain within the discretion of department heads and is not considered to be an assignment.

An example of occasional use is a circumstance when an employee must use a county vehicle to go to San Francisco for a 9:00 a.m. meeting and the home base of the vehicle is Quincy and the employee lives in Greenville. Driving the vehicle home would allow for an early departure and save travel time.

3. No vehicle assigned to any county employee or official shall be for the purpose of bestowing compensation or a benefit to the individual, unless the Board of Supervisors specifically approves it in writing and it is reported to the proper State and Federal taxing authorities.



# PLUMAS COUNTY BUILDING DEPARTMENT

555 Main Street  
Quincy, CA 95971  
[www.plumascounty.us](http://www.plumascounty.us)

4C3  
voice (530) 283-7011  
24/7 inspection request (530) 283-6001  
fax (530) 283-6134

**DATE:** May 29, 2018

**TO:** Honorable Board of Supervisors  
**FROM:** Charles White  
Director of Building Services

**SUBJECT: REQUEST TO THE BOARD OF SUPERVISORS TO APPROVE A CONTRACT WITH MERITAGE SYSTEMS FOR NEW BUILDING PERMIT SOFTWARE**

**RECOMMENDATION:**

Approve implementation of contract with Meritage Systems for new permitting software approved in the 2017/2018 budget.

**BACKGROUND:**

The current software used by Building Services was first implemented in 1994. There has not been the ability to up-grade the current system because the vendor is no longer in business and cannot provide support. The current system does not have the ability to do many things that would help create efficiency with both permitting and inspection activities. The funding for new permitting software was approved for the 2017/2018 budget but because of complications with the original vendor chosen, a new vendor needed to be sourced. Meritage Systems not only provides a more responsive and accommodating Vendor but at a startup savings of five thousand dollars with an annual savings of one thousand dollars over the previously chosen vendor.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Charles White".

Charles White  
Director of Building Services

## SERVICES AGREEMENT FOR PLUMAS COUNTY, CALIFORNIA

This **SERVICES AGREEMENT** (this "Agreement"), effective as of \_\_\_\_\_ (the "Effective Date"), is by and between Meritage Systems, Inc., a Colorado corporation, having its principal place of business at 3755 Precision Dr #140, Loveland CO 80538 ("Meritage"), and Plumas County, 520 Main St, Rm 309, Quincy, CA 95971 ("Customer").

Meritage provides certain services relating to managing building department services (the "Services") through the web site located at [www.permits.meritagesystems.com](http://www.permits.meritagesystems.com) and such other sites as may be designated by Meritage (each, the "Site" or collectively, the "Sites"). Customer wishes to have access to the Services. The parties agree as follows:

### 1. DEFINITIONS. For purposes of this Agreement, the following initially capitalized terms have the following meanings:

1.1. **"Account"** means an account allowing access to the Services created in Customer's name.

1.2. **"Fees"** means the fees for the Services.

1.3. **"Confidential Information"** means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information, and (e) the User IDs.

1.4. **"Customer Information"** means all data, information or other content entered by or collected from Customer or any other user of the Account while accessing the Services.

1.5. **"Documentation"** means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.

1.6. **"Intellectual Property Rights"** means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.

1.7. **"Start of Service Date"** is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.

1.8. **"Technology"** means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.

1.9. **"User ID"** means each unique User identification name and password used for access to and use of the Services through the Account.

1.10. **"User"** means anyone accessing the Services through Customer's Account.

### 2. CUSTOMER'S ACCESS TO AND USE OF THE SERVICES.

2.1. **Customer's Right to Access the Services.** Subject to the terms of this Agreement Meritage will provide Customer with the right to access and use the Services as specified in **Attachment A: Description and Pricing of Services** during the term of this Agreement, solely for Customer's own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Services.

2.2. **Certain Restrictions on Customer's Access.** Customer will not, and will not permit any Users or any other party to: (a) alter, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Sites, Services or Technology; (b) knowingly interfere in any manner with the operation or hosting of the Sites, Services or Technology or attempt to gain unauthorized access to the Services or any other services offered by Meritage; (c) use the Services to provide outsourcing, service bureau, commercial hosting, application service provider or on-line services to third parties, or otherwise make available the Sites, Services or Technology, or access thereto, to any third party; or (d) otherwise use the Sites, Services or Technology in violation of the Agreement.

### 2.3. Customer's Use of the Services.

(a) **Accounts/User IDs.** Customer will be provided with one or more User IDs to access the Services through the Account. **Attachment A Description and Pricing of Services** specifies the number of user IDs and Read-Only IDs provided by this agreement unless otherwise agreed in writing by Meritage ("Subscription Cap"). Customer agrees to limit usage to those individuals assigned User IDs and will be responsible for using commercially reasonable

efforts to ensure the security and confidentiality of all User IDs.

(b) **Customer Information.** Customer grants to Meritage all necessary intellectual and proprietary rights and licenses in and to any Customer Information necessary for Meritage to provide the Services. Customer will not knowingly, and will not knowingly permit any Users to, provide Customer Information that: (i) infringes, misappropriates or violates any Intellectual Property Rights, publicity/privacy rights, law or regulation; (ii) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (iii) is false, misleading or inaccurate.

(c) **Necessary Equipment.** Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Current requirements include internet access and a PC or mobile device with a modern browser including Internet Explorer, Safari, Chrome, Firefox and maintained to versions within the prior 3 years.

### 3. SET UP SERVICES.

3.1. **Set Up Services.** Subject to the terms of this Agreement Meritage will provide Customer with support to set up the Account and User IDs, configure the Services for use by the Customer, and provide training to Users in the essential operation of the Services.

3.2. **Customer Responsibilities and Certain Restrictions on Set-Up Services.** Customer is responsible for providing information in a timely manner and in an appropriate format for Services configuration and entry, and for ensuring the resource(s) assigned for the Set-Up process and all Users have adequate computer skills for use of the Services. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services. Set up support required beyond the specified Set-Up Services will incur an additional fee upon written notification by Meritage and with agreement by both parties.

### 4. FEES AND PAYMENT.

4.1. **Fees.** On the Effective Date, Customer will pay Meritage a set-up fee (the "Set-Up Fee") as specified in **Attachment A: Description and Pricing of Services** for Set-up Services. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage a fee for the Services provided under this Agreement ("Subscription Fees") as specified in **Attachment A: Description and Pricing of Services**. Any changes in the Fees mutually agreed to by the parties will be made effective the month following the change. Customer will pay the then-current Fees for all other Services added to Customer's Account. On an annual basis or as may be requested from time-to-time by either party, Meritage and Customer will renegotiate the Subscription Fees and Subscription Cap. FEES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY THE FREEDOM OF INFORMATION ACT, AND ANY APPLICABLE STATE PUBLIC RECORDS LAW.

4.2. **Payment.** All Set Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice.

### 5. CONFIDENTIALITY.

5.1. **Obligations.** The party receiving Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

5.2. **Termination of Obligations.** The Receiving Party's obligations under this Section 5 with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, *provided that* the Receiving Party notifies the Disclosing Party of such required disclosure in

writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**5.3. Return of Confidential Information.** The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section 5.3. For the purposes of this Section 5, Data, as defined in Section 6 below, shall not be considered Customer's Confidential Information.

**6. OWNERSHIP.**

**6.1. Customer's Ownership.** Customer retains all right, title and interest in and to the Customer Information Customer provides to Meritage. Meritage will provide Customer Information in the form of files containing permit data to Customer within 10 business days of written request at no additional charge for up to 4 requests in a one-year period.

**6.2. Meritage's Ownership.** Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services.

**7. DATA.** Meritage will have the right to collect non-personally identifiable data or information resulting from Customer's use of the Services ("Data") solely as necessary to provide the Services to Customer under this Agreement. All such Data will remain the Confidential Information of Customer. Meritage will have the right to collect non-customer identifiable data and information for the purposes of publishing examples of service provided.

**7.1. Backup and Recovery.** Meritage shall provide the following recovery services:

- 7.2.1 Hosting infrastructure recovery processes
- 7.2.2 Application recovery processes
- 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

**8. TERM AND TERMINATION.** This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement. Customer may terminate this Agreement upon notice to Meritage. In the case of such termination, Customer may specify that such termination is effective at any time up to 120 days following notice of such termination by Customer. Either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately cease to exist; (b) Meritage may cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) may be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, or software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. Meritage will not be required to issue any refunds for any fees pre-paid in advance. The provisions of Sections 4, 5, 6, 7, 8, 9.2, 10 and 11 of this Agreement will survive termination of the Agreement for any reason.

**9. WARRANTIES AND DISCLAIMERS.**

**9.1. Warranties.** Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such

party is bound; and (c) such party will, in such party's performance of this Agreement, comply with all applicable laws, rules and regulations.

**9.2. Disclaimers.** EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. FURTHER, MERITAGE DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

**10. CERTAIN LIABILITIES.** Customer will, at Customer's own expense, indemnify, defend, hold harmless and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by Meritage based on any claims, allegations or lawsuits that may be made or filed against Meritage by any person: (a) based on or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) that use by Meritage under this Agreement of Customer's Customer Information, Data or Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.

**10.1. LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, MERITAGE'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**11. GENERAL PROVISIONS.** This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. Meritage may use Customer's name as a reference and publicize Customer as a customer of Meritage. In addition, the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.1 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts, and in accordance with applicable federal, state and local law, without

regard to its conflict of law's provisions. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of California or in state court in Plumas County, California, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Meritage.

**12. INSURANCE** Meritage Systems will maintain during the period of this agreement Professional Liability Insurance for Technology and Internet Errors and Omissions and Electronic Media Activities in the amount no less than \$1,000,000 per claim and \$2,000,000 aggregate.

The parties hereby agree to be legally bound by the terms of this Agreement:

**FOR CUSTOMER:**

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

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

Title: \_\_\_\_\_

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

**FOR MERITAGE SYSTEMS, INC.:**

By: 

Name: Jim Muller \_\_\_\_\_

Title: Director of Sales \_\_\_\_\_

Date: January 23, 2018 \_\_\_\_\_

Approved as to form:

  
Gretchen Stuhr  
Deputy Plumas County Counsel

This section intentionally left blank.

## Attachment A: Description of Services and Pricing for Plumas County, CA

Below is the budget for the one-time setup and yearly support and licensing fees. Assumptions include number of users and permit volume.

Applications and Services	Included	One-Time Set-Up Fee	Annual Support & License Fee
<b>Permit Management (see details on inclusions below)</b> <b>Annual Fee Based on Number of Jurisdiction Users</b>	X	\$5,000	\$7,000
<b>ContractorConnect™ Online Permitting: PC, Smartphone and Tablet anywhere, anytime access through web browser by your citizens and contractors to do permit application, payment, status check, inspection scheduling and results. Included in Setup Fee Meritage-Preferred Merchant Account for Credit Card Processing</b>	X	Included in Setup Fee	\$2,000
<b>GIS Integration: Permitting</b>	X	Included in Setup Fee	NA
<b>Contractor and/or Business Licensing</b>	X	Included in Setup Fee	NA
<b>Non-Preferred Merchant Account: additional fee if not a Meritage Systems preferred provider</b>		\$2,500 (optional)	NA
<b>Per Day On-Site Permit System Training</b>		\$1,500 (optional)	NA
<b>Total of All Included (X) Items:</b>		<b>\$5,000</b>	<b>\$9,900</b>
<b>Permit Management Inclusions</b> <ul style="list-style-type: none"> <li>Unlimited Read-Only Users</li> <li>Permit Management</li> <li>Address Import Setup</li> <li>Inspections (including mobile access &amp; when available, InspectorConnect™ app for iOS and Android smartphones and tablets)</li> <li>Contractor Registration</li> <li>Plan Review Tracking and simple Planning / Zoning permits and workflows</li> <li>Reporting and Data Import/Export</li> <li>Complete configuration of permit types, workflows per permit type, terminology, fee structures, documents and user roles and permissions, contractor and business licensing setup</li> <li>Permit Docs: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information. Additional custom docs at \$500 per document</li> <li>Report Generator: Library of standard reports with ability to configure your own. Custom Reports priced individually</li> <li>Daily backup with rotation</li> <li>Multiple Online Training sessions for startup and post startup</li> <li>Personalized support, including periodic configuration updates</li> <li>Automatic updates of new features</li> </ul>			
<b>Meritage services to be invoiced and paid as follows:</b>			
<input checked="" type="checkbox"/> Set-Up Fee and Data Import Fee invoices on Agreement Effective Date <input checked="" type="checkbox"/> Annual Licensing Fee due on Service Start Date (tbd) and invoiced annually thereafter <input checked="" type="checkbox"/> Meritage pricing quoted in this proposal valid until Feb 28, 2018			

Initials: Customer \_\_\_\_\_ Meritage: \_\_\_\_\_

# BOARD OF SUPERVISORS

MICHAEL SANCHEZ, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



June 5, 2018

The Honorable Judge Janet Hilde  
Presiding Judge  
Superior Court of California, County of Plumas  
520 Main Street, Room 104  
Quincy, CA 95971

## RE: RESPONSE TO THE 2017-2018 PLUMAS COUNTY GRAND JURY JAIL REPORT

Dear Judge Hilde:

The Plumas County Board of Supervisors hereby responds to the 2017-2018 Plumas County Grand Jury Jail report. As requested in the Grand Jury Jail Report under the section titled Request for Response, the Board of Supervisors is responding to paragraph R1. It should be noted that the report does not have a paragraph denoted as R1 but the Board of Supervisors has made the assumption that paragraph R1-2 is the paragraph the Grand Jury wishes the Board of Supervisors to respond.

### Recommendations

**R 1-2.** The 2017-2018 Plumas County Civil Grand Jury recommends the Board of Supervisors, the Sheriff's Office and all other County Departments continue to work effectively with the State to ensure the 25 million dollar granting process continues to move forward smoothly for the building of the new jail.

**Response:** The Board of Supervisors agrees to continue working effectively with the State and to encourage all County Departments to continue to work toward the goal of successfully navigating the 25 million dollar granting process with the ultimate goal of building a new jail. The Board of Supervisors agrees the new jail is a needed addition for the County.

Respectfully submitted,

PLUMAS COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Jeff Engle, Chair  
CS:gs

cc: Plumas County Clerk; 2017-2018 Plumas County Grand Jury

# BOARD OF SUPERVISORS

MICHAEL SANCHEZ, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



May 29, 2018

Department of Forestry and Fire Protection  
Attention: Grants Management Unit/Fire Prevention Grants  
P.O. Box 944246  
Sacramento, CA 94244-2460

Re: CCI Fire Prevention - Plumas County Fire Safe Council Community Chipping Program

The Plumas County Board of Supervisors is strongly supportive of the continuation of the Plumas County Fire Safe Council's Community Chipping Program. In its first year the program provided an in-demand service that benefitted over 80 residents and responsibly addressed two large community burn piles. Green-waste disposal continues to be an area of focus for the County and the Fire Safe Council's program plays a vital role in providing a needed service.

All communities of Plumas County are in the Wildland Urban Interface. The Community Chipping Program supports landowner efforts to decrease fuel hazards around their homes, which reduces the potential loss to life and resources in our communities.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Engel".

Jeff Engel, Chair

Plumas County Board of Supervisors

## EMPLOYMENT AGREEMENT

5c

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 ANDREW WOODRUFF, hereinafter referred to as "CONTRACT EMPLOYEE," for the provision of services to the COUNTY in the capacity of Plumas County Director of Public Health.

The parties agree as follows:

### 1. SERVICES PROVIDED

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

### 2. TERM

CONTRACT EMPLOYEE shall be retained as the Plumas County Director of Public Health, effective June 5, 2018, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

### 3. TERMINATION

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

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

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option the 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 Administrator (CA).
6. A serious violation of the County's personnel rules.

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

#### 4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning June 5, 2018, CONTRACT EMPLOYEE shall be paid at the annual salary rate of One Hundred Six Thousand Eight Hundred Forty-eight and No/100 Dollars (\$106,848.00) per year (or \$8,904.00 per month). Effective July 1, 2019, and subject to satisfactory performance evaluation, the annual salary shall increase to the sum of One Hundred Nine Thousand Five Hundred Twelve and No/100 Dollars (\$109,512.00) per year (or \$9,126.00 per month). Effective July 1, 2020, and subject to satisfactory performance evaluation, the annual salary shall increase to the sum of One Hundred Twelve Thousand Two Hundred Fifty-Seven and 60/100 Dollars (\$112,257.60) per year (or \$9,354.80 per month). Effective July 1, 2021, and subject to satisfactory performance evaluation, the annual salary shall increase to the sum of One Hundred Fifteen Thousand Sixty-Five and 60/100 Dollars (\$115,065.60) per year (or \$9,588.80 per month). Effective July 1, 2022, and subject to satisfactory performance evaluation, the annual salary shall increase to the sum of One Hundred Seventeen Thousand Nine Hundred Thirty-Six and No/100 Dollars (\$117,936.00) per year (or \$9,828.00 per month). 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.

Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Department of Public Health Services. 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 at which time modifications of these terms of employment may be discussed. The annual performance evaluation will be conducted in a closed session of the Board of Supervisors consistent with the requirements of the Brown Act Open Meeting Law.

## 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: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 - 7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.
- 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 PEPRA member.
- d. Forty (40) hours of administrative leave per year. Administrative leave shall not accumulate from year to year. Unused administrative leave at the end of the year shall expire. Unused administrative leave at separation from employment expires unpaid.
- 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.

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 his sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 30-day notice period specified in section 3 of this Agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

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

8. NON-ASSIGNABLE:

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

9. MODIFICATION

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

10. ATTORNEY'S FEES AND COSTS

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

11. INTEREST OF CONTRACT EMPLOYEE

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

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

12. SEVERABILITY

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

13. ENTIRE AGREEMENT

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

**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 Administrator (CA). If the office of CA 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 shall be binding upon, and inure to the benefit of the heirs, successors, assigns, executors, and personal representatives of the parties hereto.

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 June 5, 2018, (the "Effective Date") if approved by both parties.

21. SIGNATURES

**COUNTY:**

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

By \_\_\_\_\_  
Jeff Engel, Chair  
Plumas County Board of Supervisors

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

**CONTRACT EMPLOYEE:**

ANDREW WOODRUFF  
"Contract Employee"

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

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