

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF JULY 01, 2014 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

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

### **AGENDA**

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

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

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

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

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



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

## STANDING ORDERS

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

### **ACTION AGENDA**

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

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

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

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

- A. Report on the status of the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff
- B. Authorize a loan from Plumas County of \$88,839 to the Plumas County Flood Control District for cash flow purposes during dry period financing in anticipation of tax revenue for FY 2014-2015 for a term not to exceed one-year and to be re-paid with interest at the Plumas County pooled funds rate; and authorize the Co-Manager to sign all documents necessary on behalf of the Flood Control District. Discussion and possible action

#### **Adjourn as the Flood Control & Water Conservation District Governing Board and convene as the County Service Area #12 Governing Board**

##### **2. COUNTY SERVICE AREA #12 – Robert Perreault**

- A. Confirm that the Governing Board of CSA #12 has no objection to a contract between Plumas Rural Services and High Sierra Music Festival for additional transit services during the Festival of July 03, 2014 to July 06, 2014. Discussion and possible action
- B. Approve and authorize the Chair to sign Amendment No. 1 to Contract between CSA #12 and Plumas Rural Services serving as the operators of Plumas Transit Systems to allow temporary changes in the schedule and temporary increases or decreases in service hours. Discussion and possible action. Approved as to form by County Counsel

#### **Adjourn as the County Service Area #12 Governing Board and reconvene as the Board of Supervisors**

### **3. DEPARTMENTAL MATTERS**

#### **A. CLERK/RECORDER – Kathleen Williams**

Authorize the Clerk-Recorder to recruit and refill vacant, funded and allocated 1.0 FTE Deputy Clerk-Recorder I/II position created by transfer to another county department. Discussion and possible action

#### **B. ENVIRONMENTAL HEALTH – Jerry Sipe**

Adopt **RESOLUTION** to amend the Plumas County Personnel Allocation in Environmental Health Budget Unit 20550 for FY 2014-2015 (adding 1.0 FTE Administrative Assistant I/II) included in the FY 2014-2015 recommended budget adopted by the Board on June 17, 2014; and authorize recruiting and filling of the funded position. **Roll call vote**

#### **C. SHERIFF – Greg Hagwood**

Approve and authorize the Auditor to pay invoice of \$100.95 to the Awards Company for purchase of a plaque recognizing Sheriff Jerry Smith for 37 years in law enforcement. Discussion and possible action

#### **D. SOCIAL SERVICES – Elliott Smart**

- 1) Pursuant to Resolution No. 14-7975, authorize employees filling the classification of Drive-Child Protective Services to exceed the 29 hour work week subject to direction of the Department of Social Services Discussion and possible action
- 2) Authorize the Department of Social Services to recruit and fill 1.0 FTE vacant, funded and allocated Social Worker Supervisor I/II position. Discussion and possible action

### **4. BOARD OF SUPERVISORS**

#### **A. PUBLIC HEARING: Pursuant to Ordinance 02-967 regarding “Outdoor Festivals”, application received from Belden Town Resort for outdoor music festival to be held in Belden Town. Discussion and possible action to approve application for the following events:**

- **“STILLDREAM” – July 31 – August 03, 2014**
- **“THE FUNK” – August 15-16, 2014**

#### **B. Approve and authorize the Chair to sign Professional Services Agreement between Plumas County and Big Fish Creations for FY 2014 -2015 Website Maintenance Services (\$600 per month). Approved as to form by County Counsel. Discussion and possible action**

#### **C. Approve and authorize the Chair to sign Second Amendment to Memorandum of Understanding (MOU) between Plumas County and Plumas County Elected Officials (District Attorney, Clerk/Recorder, Auditor/Controller and Treasurer/Tax Collector) extending the MOU through January 05, 2015 to continue to pay the employee share to the Public Employees Retirement System and all increases in health, dental, and vision insurance premiums occurring after Calendar Year 2011. Discussion and possible action**

#### **D. Adopt **RESOLUTION** accepting the Negotiated Exchange of Property Tax Revenue and Annual Tax Increment from Plumas County, Plumas County Flood Control, Chester Cemetery District, Hamilton Branch Fire District, and Seneca Hospital District to Hamilton Branch Community Services District (Negotiated Exchange of \$0). **Roll call vote****

#### **E. Appropriate \$88,839 from the General Fund Contingency for loan to the Plumas County Flood Control District for cash flow purposes during dry period financing in anticipation of tax revenue for FY 2014-2015 for a term not to exceed one-year and to be re-paid with interest at the Plumas County pooled funds rate. **Four/fifths required roll call vote****

#### **F. Authorize a loan from Plumas County of \$88,839 to the Plumas County Flood Control District for cash flow purposes during dry period financing in anticipation of tax revenue for FY 2014-2015 for a term not to exceed one-year and to be re-paid with interest at the Plumas County pooled funds rate; and authorize the Co-Manager to sign all documents necessary on behalf of the Flood Control District. Discussion and possible action**

#### **G. Reappoint R. Craig Settlemire as Plumas County Counsel effective August 1, 2014; and approve and authorize the Chair to sign “Amendment to Employment Agreement by and between Plumas County and R. Craig Settlemire” as Plumas County Counsel. Discussion and possible action**

- H. Correspondence
- I. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- J. Appointments

**GREENVILLE CEMETERY DISTRICT**

Appoint Marilyn Crouch to the Greenville Cemetery District Board to fill a vacancy

**5. 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. CLERK OF THE BOARD**

Approve Board minutes for June 2014

**B. PROBATION**

Approve and authorize the Acting Chief Probation Officer to sign contract between Plumas County and Lassen County for use of the Lassen County Juvenile Detention Facility. Approved as to form by County Counsel

**C. FACILITY SERVICES & AIRPORTS**

- 1) Approve and authorize the Chair to sign Lease Agreement between Plumas County and Alliance for Workforce Development for office space in the Health & Human Services building. Approved as to form by County Counsel
- 2) Approve and authorize the Director of Facility Services to sign Memorandum of Understanding between Plumas County and American Youth Soccer Association for use of the County's Soccer Field behind C-Roy Carmichael Elementary School, Portola. Approved as to form by County Counsel

**D. PLUMAS ARTS**

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

**E. MENTAL HEALTH**

- 1) Approve and authorize the Chair to sign Fifth Amendment to Agreement between Plumas County and North Valley Behavioral Health, LLC. Approved as to form by County Counsel
- 2) Approve and authorize the Chair and the Director of Mental Health to sign Amendment XI Agreement between Plumas County and BHC Sierra Vista Hospital to provide mental health services. Approved as to form by County Counsel

**F. COUNTY COUNSEL**

Approve 3 year contract with Thomsen Reuter for 11 legal publications for the office of County Counsel

**NOON RECESS**

**AFTERNOON SESSION**

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

**6. 1:30 P.M. BOARD OF EQUALIZATION**

**CONTINUED PUBLIC HEARING** from June 17, 2014: Application for Reduction in Assessment filed by Dwight E. Ceresola on August 05, 2013, Parcel No. 025-030-042-000. Discussion and possible action

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

## **7. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009
- B. Conference with Legal Counsel: Initiation of litigation pursuant to Subdivision (d)(4) of Government Code §54956.9 - Plumas National Forest Travel Management Plan
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Personnel: Public employee appointment or employment – Chief Probation Officer
- E. Personnel: Public employee performance evaluation – Director of Mental Health

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

#### **ADJOURNMENT**

Adjourn meeting to Tuesday, July 08, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.



1B

## PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

### AGENDA REQUEST

for the July 1, 2014 meeting of the FC&WC District Governing Board

June 23, 2014

To: Honorable Governing Board

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

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

Subject: 1) Authorize a request to the County of Plumas to borrow funds for cash flow purposes (dry period financing in anticipation of tax revenue during fiscal year 2014-15 in an amount not to exceed \$ 88,839), for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Co-Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; and

2) Appropriate the proceeds of the loan described above to Fund 0208 as provided in the attached request for Budget Transfer. **Four/fifths required roll call vote.**

### BACKGROUND

The District receives invoices from the State Water Project that require payments to State on a monthly basis.

Attached is a listing of payments due to the State for Calendar Year 2014.

Also attached is a copy of an estimated “Monthly Expenditures” cash flow chart for the District (Operations) for the FY 2014-15, prepared on 6-11-2014 for FY 2014/15.

A cash flow constraint is created, in part, in that the District’s tax revenues are received by the District only twice during each fiscal year – in December and April – thus creating a cash flow problem. An additional problem is that end of the year expenditures are expected to exceed end of the year revenues.

District staff is proposing that the District borrow funds from Plumas County, as needed, in order to have funds available throughout the fiscal year to make timely payments and to avoid the imposition of any late fees or interest payments on invoices that have become delinquent.

**RECOMMENDATION**

District staff respectfully recommends that the Governing Board vote to:

1. Authorize a request to the County of Plumas to borrow the sum of \$88,839 for cash flow purposes, for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Co-Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; and
2. Approve the attached Budget Appropriations Transfer.

State of California  
 California Natural Resources Agency  
 DEPARTMENT OF WATER RESOURCES  
 Post Office Box 942836  
 Sacramento, California 94236-0001

STATE WATER RESOURCES DEVELOPMENT SYSTEM

INVOICE FOR

PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

CAPITAL AND MINIMUM O.M.P.&R. COMPONENT  
 CHARGES FOR A WATER SUPPLY  
 IN 2014

Mr. Bob Perreault, Director of Public Works  
 Plumas County Flood Control  
 and Water Conservation District  
 1834 East Main Street  
 Quincy, California 95971-0795

Invoice No: 14-019-T

Date: June 30, 2013

Contract No: 160259

[In dollars]

Due on or Before	Water System Revenue Bond		Capital Cost Component C/		Minimum O.M.P.&R. Component		Total Payment Due
	Surcharge	25 Percent Bond Cover Charge	Delta Water Charge A/	Transportation Charge	Delta Water Charge B/	Transportation Charge	
January 1	\$ 7,685	\$ 5,066	\$ 18,097	\$ 8,048	\$ 5,987	\$ (222)	\$ 44,661
February 1					\$ 5,987	\$ (222)	\$ 5,765
March 1					\$ 5,987	\$ (222)	\$ 5,765
April 1					\$ 5,987	\$ (222)	\$ 5,765
May 1					\$ 5,987	\$ (222)	\$ 5,765
June 1					\$ 5,987	\$ (222)	\$ 5,765
July 1	7,685	5,065	18,096	8,047	5,987	(222)	44,658
August 1					\$ 5,987	\$ (223)	\$ 5,764
September 1					\$ 5,986	\$ (223)	\$ 5,763
October 1					\$ 5,986	\$ (223)	\$ 5,763
November 1					\$ 5,986	\$ (223)	\$ 5,763
December 1					\$ 5,986	\$ (223)	\$ 5,763
Total:	\$ 15,370	\$ 10,131	\$ 36,193	\$ 16,095	\$ 71,840	\$ (2,689)	\$ 146,960

TERMS: As provided under Article 32 (b) of the contract, interest shall accrue at the Pooled Money Investment Fund Rate per month on delinquency payment if the delinquency continues for more than 30 days

A/ 2,500 acre feet @ \$14,47704385  
 B/ 2,500 acre feet @ \$28,73588271

State of California  
California Natural Resources Agency  
DEPARTMENT OF WATER RESOURCES  
Post Office Box 942836  
Sacramento, California 94236-0001

STATE WATER RESOURCES DEVELOPMENT SYSTEM

INVOICE FOR

PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

CONSERVATION REPLACEMENT ACCOUNT SYSTEM CHARGE

IN 2014

Mr. Bob Perreault, Director of Public Works  
Plumas County Flood Control  
and Water Conservation District  
1834 East Main Street  
Quincy, California 95971-0795

Invoice No: 14-019-U  
Date: June 30, 2013  
Contract No: 160259

[in dollars]

Due on or Before	Amount Due
January 1	\$229
February 1	229
March 1	229
April 1	229
May 1	229
June 1	229
July 1	229
August 1	229
September 1	229
October 1	229
November 1	229
December 1	229
Total:	<u>\$2,748</u>

TERMS: As provided under Article 32 (b) of the contract, interest shall accrue at the Pooled Money Investment Fund Rate per month on delinquency payment if the delinquency continues for more than 30 days.

Cash Balance Forward 7/1/14

\$7,000

Flood Control Monthly Expenditures			Flood Control Monthly Revenue
July	Due Date 7/1	\$44,887.00 * DWR \$3,000.00 Misc. Monthly Exp. \$1,360.00 Payroll?	\$7,000 \$28,744.00 City & Grizzly Ranch Golf water payment
Aug.		\$5,993.00 * \$3,000.00 \$1,360.00	-\$13,503.00 Cash Flow -\$23,856.00
Sept.		\$5,993.00 * \$3,570.00 \$1,360.00	-\$34,799.00
Oct.		\$5,993.00 * \$5,070.00 \$1,360.00	-\$47,202.00
Nov.		\$5,993.00 * \$3,570.00 \$1,360.00	-\$58,125.00
Dec.		\$5,993.00 * \$3,570.00 \$1,360.00	\$37,000.00 Prop. Taxes -\$32,048.00
Jan.		\$45,000.00 estimate * \$3,570.00 \$1,360.00	\$40,559.00 City & Grizzly water payments -\$41,419.00
Feb.		\$6,000.00 * \$3,570.00 \$1,360.00	-\$52,349.00
Mar.		\$6,000.00 * \$3,570.00 \$1,360.00	-\$63,279.00
Apr.		\$6,000.00 * \$7,500.00 \$1,360.00 \$13,696.00 OH	\$42,125.00 taxes -\$49,710.00
May		\$6,000.00 * \$3,856.00 \$1,360.00 \$8,000.00 Ch. Div. Dam \$13,696.00 OH	\$5,000.00 misc. -\$77,622.00
June		\$6,000.00 * \$3,857.00 \$1,360.00	\$160,428
		\$249,267.00	\$88,839.00 Loan Amount

2A

**COUNTY SERVICE AREA # 12**  
**PLUMAS COUNTY**

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6323

**AGENDA REQUEST**

for the July 1, 2014 Meeting of the Governing Board of CSA #12

June 23, 2014

To: Honorable Governing Board

From: Robert Perreault, Director of Public Works and Interim Executive  
Director of the Plumas County Transportation Commission

Subject: Review and action on the subcontract between Plumas Rural Services  
and High Sierra Music Festival for Additional Transit Services during the  
High Sierra Festival; discussion, possible action and possible direction to  
staff.

*Robert A. Perreault*

**Background:**

This agenda request is submitted to seek action from the Governing Board in regard to the contract between the Plumas Rural Services and High Sierra Music Festival for providing additional transit services during the High Sierra Music Festival, which is scheduled for July 3, 2014 to July 6, 2014. The action of the Governing Board must be completed before the start of the High Sierra Music Festival, July 3, 2014.

**Recommendation:**

Public Works staff respectfully recommends that the Governing Board of CSA #12 deems that it has no objection to the contract between Plumas Rural Services and High Sierra Music Festival for additional transit services during the High Sierra Music Festival in July 2014, with an understanding that any amendments to said contract must also receive concurrence by the Interim Executive Director of the Plumas Transportation Commission and approval as to form by County Counsel.

AGREEMENT BETWEEN  
ROY CARTER / HIGH SIERRA MUSIC FESTIVAL  
(HSMF) AND  
PLUMAS RURAL SERVICES, Inc. / PLUMAS TRANSIT SYSTEMS (PRS)

THIS CONTRACTING AGREEMENT (the "Agreement") is made and entered into this Tenth day of June, 2014 (the "Effective Date") by and between ROY CARTER / HIGH SIERRA MUSIC FESTIVAL (hereinafter referred to as the "HSMF") and Plumas Rural Services, Inc./Plumas Transit Systems herein after referred to as "PRS".

WHEREAS, HSMF wishes to engage PRS to provide the services described herein and PRS agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, PRS and HSMF, intending to be legally bound, agree to the terms set forth below.

**1. TERM.** Commencing as of the Effective Date, and continuing for the duration of the 2014 High Sierra Music Festival (July 3- July 6, 2014), unless earlier terminated pursuant to Article 4 hereof, HSMF agrees that PRS will be the exclusive provider of services described herein for the 2014 High Sierra Music Festival held in Quincy, CA between July 3 and July 6, 2014. This Agreement may be renewed or extended for any period as may be mutually agreed upon by the parties.

**2. DUTIES AND SERVICES.**

(a) PRS's duties and responsibilities shall be the provision of transportation services for HSMF attendees requiring transportation services for the 2014 High Sierra Music Festival, under the scope of work included herein (collectively, the "Duties" or "Services") as identified in Attachment I.

(b) HSMF represents and warrants to PRS that they are under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of the Duties of PRS. HSMF represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which they perform Services concurrently with those performed herein.

(c) In performing the Services, PRS shall comply, to the best of their knowledge, with all business conduct, regulatory and health and safety guidelines established by PRS for any governmental authority with respect to PRS's business.

**3. CONTRACTING FEES.**

(a) Subject to the provisions hereof, HSMF shall pay PRS an hourly fee of \$86.00 Dollars for each hour of Service provided by PRS (the "Contracting Fee"). This specified rate covers all local travel, vehicles and service, and no other expenses other than the contracting fees shall be reimbursed. PRS shall submit a final invoice on the PRS's standard reporting form listing the hours worked, the Duties performed and a summary of activities. The Contracting Fee shall be paid in full no later than 15 days after receipt of the invoice for the services provided.

(b) PRS shall be entitled to prompt reimbursement for all pre-approved expenses incurred in the performance of their Duties, upon submission and approval of written statements and receipts in accordance with the then regular procedures of HSMF.

(c) PRS agrees that all Services will be rendered by them as an independent contractor and that this Agreement does not create an employer-employee relationship between HSMF and PRS. PRS shall have no right to receive any employee benefits including, but not limited to, health and accident insurance, life insurance, sick leave and/or vacation. PRS agrees to pay all taxes including, self-employment taxes due in respect of the Contracting Fee and to indemnify HSMF in the event PRS is required to pay any such taxes.

**4. EARLY TERMINATION OF THE TERM.**

(a) If PRS voluntarily ceases performing their Duties, becomes physically or mentally unable to perform their Duties, or is terminated for cause, then, in each instance, the Contracting Fee shall cease and terminate as of such date.

(b) This Agreement may be terminated, if mutually agreed upon by both parties, and a minimum written notice of 30 days shall be given.

(c) Upon termination under Sections 4(a) or 4(b), neither party shall have any further obligations under this Agreement, except for the Obligations which by their terms survive this termination.

**5. WAIVER.** Any waiver by the PRS of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by the PRS shall be in writing.

**6. SEVERABILITY; REFORMATION.** In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

**7. ASSIGNMENT.** The PRS shall have the right to assign its rights and obligations under this Agreement to a party which assumes the PRS' obligations hereunder. HSMF shall not have the right to assign his/her rights or obligations under this Agreement without the prior written consent of PRS. This Agreement shall be binding upon and inure to the benefit of the PRS's heirs and legal representatives in the event of his/her death or disability.

**8. AMENDMENTS.** This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by all parties hereto. Any amendment, consent, decision, waiver or other action to be made, taken or given by the PRS with respect to the Agreement shall be made, taken or given on behalf of the PRS only by authority of the PRS's Board of Directors.

**9. NOTICES.** Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the preamble to this Agreement or to such other addresses of which a party shall have notified the others in accordance with the provisions of Section 12.

**10. COMPLIANCE WITH LAW.** HSMF and PRS shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government relating to the performance of the Work, including any changes to such applicable laws, ordinances, codes and regulations of the federal, state and local government during the performance of the Work.

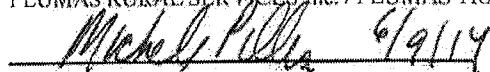
EXECUTED, under seal, effective as of the Effective Date.

ROY CARTER / HIGH SIERRA MUSIC FESTIVAL

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

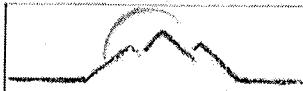
Roy Carter

PLUMAS RURAL SERVICES, Inc. / PLUMAS TRANSIT

 6/9/14

Michele Piller

Hereunto Duly Authorized



**PLUMAS TRANSIT SERVICES**  
**711 E. Main St. Quincy, CA 95971**

**HIGH SIERRA MUSIC FESTIVAL WORKSHEET**

And Agreement to Provide Shuttle Charter Services for Festival

<b>DATE OF SERVICE</b>	<b>DAY</b>	<b>IN-SERVICE SCHEDULE</b>	<b>NUMBER OF BUSES SCHEDULED FOR SERVICE</b>	<b>TOTAL HOURS IN-SERVICE</b>
3-Jul-14	THURS	0730 HRS - 1330 HRS	4	24
3-Jul-14	THURS	1330 HRS - 1530 HRS	2	4
3-Jul-14	THURS	1530 HRS - 1930 HRS	1	4
3-Jul-14	THURS	1930 HRS - 0030 HRS	1	5
3-Jul-14 (into 7/4)	THURS	2300 HRS - 0100 HRS	3	6

**DATE OF SERVICE**

4-Jul-14	FRIDAY	0730 HRS - 1330 HRS	1	4
4-Jul-14	FRIDAY	1130 HRS - 1330 HRS	1	4
4-Jul-14	FRIDAY	1530 HRS - 1930 HRS	1	4
4-Jul-14	FRIDAY	1930 HRS - 2330 HRS	1	4

**DATE OF SERVICE**

5-Jul-14	SATURDAY	Extended Local Service - Will not be using Plumas Transit Busses, we will be using t
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**DATE OF SERVICE**

6-Jul-14	SUNDAY	Extended Local Service - Will not be using Plumas Transit Busses, we will be using t
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Total Hours Of Service 59

Total Cost For Above Described Service \$ 5,074.00

JB

## COUNTY SERVICE AREA #12

520 MAIN STREET #309, QUINCY, CA 95971  
(530) 283-6268      FAX (530) 283-6323

### AGENDA REQUEST

For the July 1, 2014 meeting of the Governing Board

June 23, 2014

To: Honorable Governing Board of CSA #12        
From: Robert Perreault, Director of Public Works; Interim Executive Director, Plumas  
County Transportation Commission  
Subject: Authorize Chair to sign Amendment #1 to the Contract between Plumas Rural  
Services and CSA #12 for Transit Services

Background: Plumas County Transportation Commission staff has determined a need to implement proposed minor schedule changes in the current contract year and in future contract years without invoking a change in the scope of work. The contract is proposed to be amended to allow temporary changes in the transit schedule or temporary increases or decreases in service hours.

Recommendation: Transportation Staff respectfully recommends that the Chair for CSA #12 sign Amendment #1 to the contract between County Service Area #12 and Plumas Rural Services serving as the operators of Plumas Transit Systems, to allow temporary changes in the schedule and temporary increases or decreases in the service hours. The Amendment has been approved as to form by County Counsel.



**DEPARTMENT OF TRANSPORTATION**  
DIVISION OF MASS TRANSPORTATION MS 39  
1120 N STREET  
P. O. BOX 942874  
SACRAMENTO, CA 94274-0001  
PHONE (916) 654-8811  
FAX (916) 654-9366  
TTY 711  
[www.dot.ca.gov](http://www.dot.ca.gov)

*Serious drought.  
Help save water!*

June 18, 2014

John Mannle  
Plumas County Public Works  
1834 E. Main Street  
Plumas, CA 95971

Dear Mr. Mannle:

As the recipient of Federal Transit Administration (FTA) Section 5311, the California Department of Transportation (Caltrans) Division of Mass Transportation (DMT) is responsible for ensuring that all procurement requests comply with federal statutes and regulations. Therefore, as a subrecipient of this funding, your agency must demonstrate to DMT that all procurement and third-party contracting activities you engage in comply with:

- 49 CFR Part 18 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- FTA Circular 4420.1F – Third Party Contracting Guidance

On June 17, 2014 DMT reviewed and approved the Third Party Contract Amendment (“Amendment”) between Plumas County Service Area #12 (“County”) and Plumas Rural Services for the purpose of adding maximum and minimum revenue service hours to the existing operating assistance Contract.

This approval is limited to the negotiated price stated in Section 8 “Compensation” of the Contract and is based on a maximum of 6,260 revenue service hours and a minimum of 5,900. All rates referenced in Section 8 adjust annually based on the regional CPI. Please email a fully executed copy of this Amendment to Frank Nevitt at [frank.nevitt@dot.ca.gov](mailto:frank.nevitt@dot.ca.gov).

If you have questions regarding this procurement review letter please contact Frank Nevitt in the DMT procurement branch at [frank.nevitt@dot.ca.gov](mailto:frank.nevitt@dot.ca.gov) or (916) 654-9495. If you have questions regarding FTA 5311 Grant procedures please contact your 5311 Program Liaison.

Sincerely,

A handwritten signature in black ink, appearing to read "Helen Louie".

Helen Louie, Chief  
Federal Procurement Management Branch  
Caltrans Division of Mass Transportation

**AMENDMENT NO. 1  
to the  
CONTRACT FOR OPERATION  
OF PLUMAS TRANSIT SYSTEM**

**County Service Area #12  
Plumas Transit System  
Operations Contract**

The June 20, 2013 OPERATIONS CONTRACT, by and between the PLUMAS COUNTY SERVICE AREA #12 (“County”) and PLUMAS RURAL SERVICES (“Contractor”), is hereby amended on                   , 2014 as follows:

The “County” has identified the need to insert a maximum annual Revenue Service Hour limit within the contract to allow for minor transit schedule changes without the necessity of having each change approved through a contract amendment:

Background

Plumas County Department of Public Works staff (serving as staff for Plumas County Transportation Commission) has determined a need to implement proposed minor schedule changes in the current contract year and in the future contract years without invoking a cardinal change in the scope of work which would require re-advertisement of the transit operations contract. The current contract schedule has a baseline of 6080 revenue service hours if every scheduled route completed all possible days of operation during a fiscal year. Unforeseen events beyond the control of the Contractor or the County may cause increases or decreases in revenue service hours, such as route changes due to highway closures due to weather, accidents, or natural disasters. Special community events may occur that warrant temporary increases or decreases in transit schedules to avoid congestion, decrease parking needs, and/or require suspension of service to accommodate sanctioned events within State and County right-of-ways.

Scope of Work Amendment

Page 2 of the contract, under **2. Amendment to Scope of Work:**

Insert the following before (1):

**Minor temporary transit schedule changes:**

*Director of Public Works or his assigns may also authorize minor temporary changes in the transit schedule or temporary increases or decreases of service hours without the need of a SSTAC recommendation or a Commission resolution.*

*The minimum limit for annual revenue service hours is 5900 (97% of baseline).*

*The maximum limit for annual revenue service hours is 6260 (103% of baseline).*

*The Commission will be notified at the next regularly scheduled Commission meeting. The Director of Public Works will consider in his decision whether any necessary funding is available prior to authorizing any increases in revenue service hours (RSI) up to a maximum limit in a contract year. Any increases in RSI over the annual maximum limit will require prior approval through a contract amendment.*

**Permanent transit schedule changes:**

*Permanent transit schedule changes follow the same process outlined under Items (1) through (6) shown below.*

**Any combination of permanent or temporary transit schedule changes cannot exceed the maximum revenue service hours annually without prior approval through a contract amendment.**

Page 5 of the contract, under **8. Compensation:**

Insert under A. Additional Payments and Reimbursements:

The fixed contract hourly rate, as adjusted annually per the contract CPI, will be applied to the adjusted RSH within the minimum and maximum limits set forth in 2. Amendment to Scope of Work.

The fixed contract monthly rate, as adjusted annually per the contract CPI, will not be adjusted for any increase or decreases in RSH within the minimum and maximum limits set forth in 2. Amendment to Scope of Work.

Other Contract Provisions.

All other contract provisions set forth in the June 20, 2013 OPERATIONS CONTRACT first referenced above remain unchanged.

**EXECUTION**

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.

PLUMAS COUNTY SERVICE AREA #12

CONTRACTOR: Plumas Rural Services

\_\_\_\_\_  
Chair, CSA #12

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

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

\_\_\_\_\_  
Title of CONTRACTOR's Representative  
authorized to sign contracts.

**APPROVED AS TO FORM:**

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

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

**PLUMAS COUNTY CLERK~RECORDER**

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



3A

---

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

DATE: June 20, 2014

TO: Honorable Board of Supervisors, Plumas County *[Signature]*

FROM: Kathy Williams, Plumas County Clerk-Recorder

SUBJECT: AGENDA ITEM FOR MEETING OF JULY 1, 2014

RE: AUTHORIZATION TO REFILL 1.0 DEPUTY  
CLERK-RECORDER I OR II.

---

**IT IS RECOMMENDED THAT THE BOARD:**

Authorize the Clerk-Recorder to refill vacant, allocated and funded 1.0 FTE Deputy Clerk-Recorder I or II. Authorize hiring at a range I-C at \$13.20, if an experienced applicant qualifies for position.

**BACKGROUND AND DISCUSSION**

The department continues to experience staff transferring to other departments or other counties for higher paying positions. In June, a highly qualified, experienced staff member received a position in the Human Resources department. This vacated position creates a substantial shortage of staffing in the Elections Division of the department as there is only 2.528 staff allocated.

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

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

Kathy Williams  
Clerk – Recorder  
Registrar of Voters  
[kathywilliams@countyofplumas.com](mailto:kathywilliams@countyofplumas.com)

Melinda Rother  
Assistant  
[melindarother@countyofplumas.com](mailto:melindarother@countyofplumas.com)

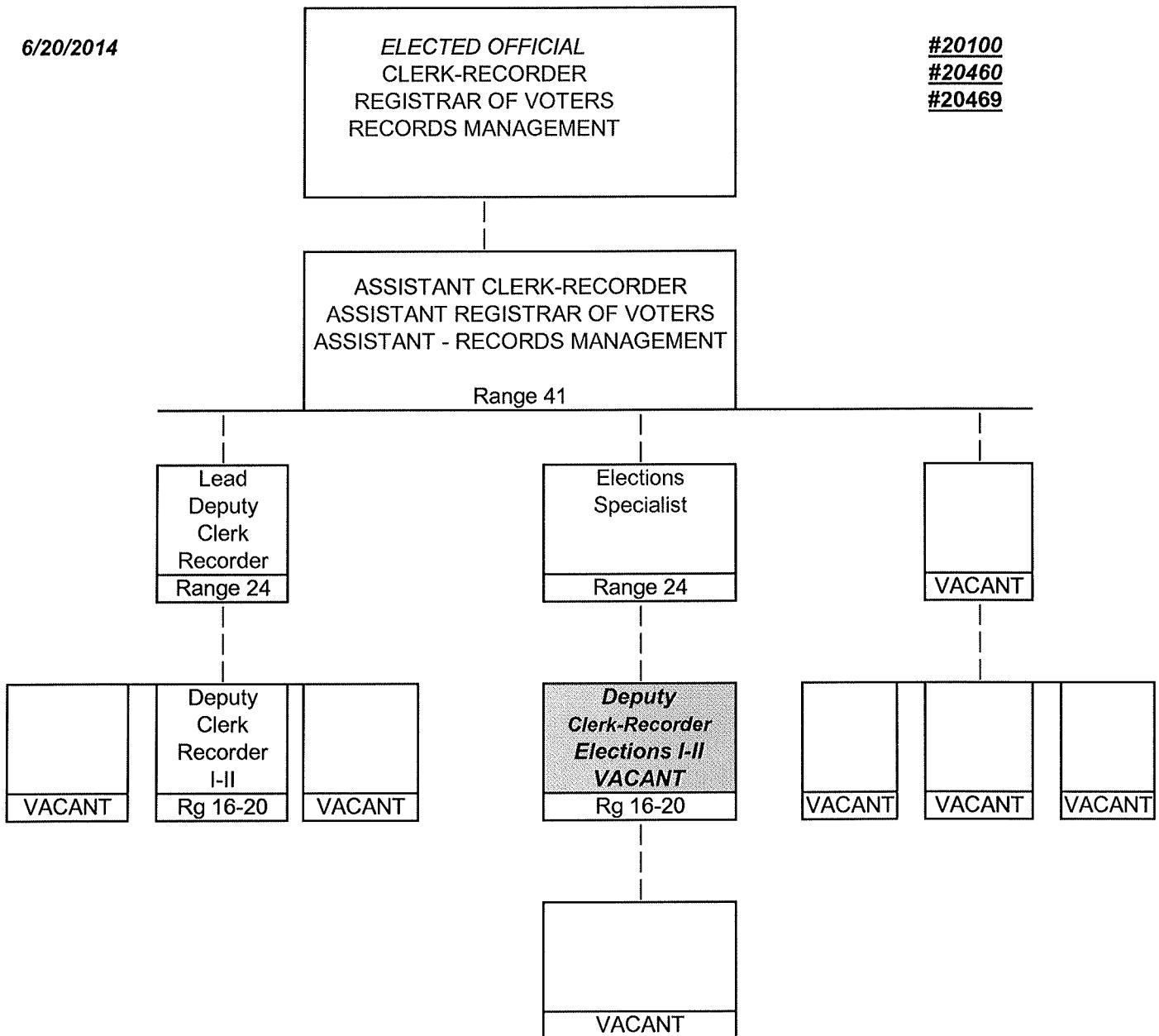
## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? There is a requirement for this department to conduct all local, state and federal elections, maintain an accurate roster of all special districts and keep the voter database up to date as required by law. We prepare all of our own official ballot layout, print specification, audio ballot recording and election count programing. This has saved the county hundreds of thousands of dollars over the years. The individual leaving the department has received special training and provided all of these services in the past.
- Why is it critical that this position be filled at this time? This is a critical time because we just completed the June Primary Election, are currently working on the November General Election and have been presented with notification that we will also be conducting a Recall Election which will be scheduled for January. We do not have enough staff left to accomplish all of the tasks required to get through these elections.
- How long has the position been vacant? The position just became vacant in June, 2014.
- Can the department use other wages until the next budget cycle? The department does not have enough other wages available. Other wages in this division are used for additional help during election cycles for Vote by Mail processing and counting boards as well as the canvass board.
- What are staffing levels at other counties for similar departments and/or positions? Other counties have entire separate division staffing for each specific duty that our 2.58 staff are responsible for. With this position being vacated, there will be a .75 FTE left in the front office. The remaining allocation is a portion of the department head and the assistant's wages. We accomplish a great deal of work with a very small crew and can't afford to lose half of it at such a critical time between major elections.
- What core function will be impacted without filling the position prior to July 1? Conducting Elections.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? n/a

## ORGANIZATIONAL CHART

6/20/2014

#20100  
#20460  
#20469





# Plumas County Environmental Health

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

3B

Environmental Health Quincy  
Phone 530-283-6355  
FAX 530-283-6241

Environmental Health Chester  
Phone 530-258-2538  
FAX 530-258-2844

---

**Date:** June 23, 2014

**To:** Honorable Board of Supervisors

**CC:** Gayla Trumbo, Human Resources

**From:** Jerry Sipe 

**Agenda:** Agenda Item for July 1, 2014

**Recommendation:** Approve a resolution adding 1.0 FTE Administrative Assistant I/II allocation in Environmental Health and authorize recruiting and filling this funded position.

**Background and Discussion:** The current staff allocation for Environmental Health authorizes 5.5 full-time equivalent (FTE) positions, including 1.0 FTE Administrative Assistant. These staffing levels were reduced to match workloads experienced in the economic downturn years of 2010-2012. Over the past two years, however, Environmental Health workloads and state program mandates have steadily increased while staffing levels have remained constant. This request is to add administrative staff to help Environmental Health keep pace with growing demands and continue to provide quality service.

For instance, during the past two years, septic system permits processed have increased more than 15% each year, from a low of 75 in 2011 to 103 in 2013. In 2013, Environmental Health permitted and inspected 33 water wells during the entire year. In the first 6 months of 2014, 22 well permits have already been processed. Increasing workload trends are also noticeable in restaurant permits, real estate records searches and customer assistance/consultation. In addition to routine workload increases, Environmental Health's current server-based data management system, Envision for Windows, is obsolete and no longer supported by the vendor or state agencies. Environmental Health needs to begin data migration to a new system, Envision Connect, to meet program mandates and deadlines during the upcoming fiscal year.

Funding for the proposed position is from a steady increase in Service Fees, Realignment revenue, and additional Emergency Management work and revenue transfer. These funding sources were approved in the County's preliminary budget and are anticipated to be available in the current and future fiscal years. County Contribution is not requested to help fund this position.

The critical staffing questionnaire is attached and this request has been reviewed by the Human Resources Director. At this time, the Board is asked to approve a resolution amending the personnel allocation for Environmental Health in FY 2014-15, and authorize recruiting and filling this position.

If you have any questions, please contact me at 283-6367. Thank you.

Plumas County Resolution Number \_\_\_\_\_

**A RESOLUTION TO AMMEND THE PLUMAS COUNTY PERSONNEL  
ALLOCATION IN ENVIRONMENTAL HEALTH (BUDGET UNIT 20550)  
FOR FISCAL YEAR 2014-2015**

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

**WHEREAS**, increasing workloads in Environmental Health require an additional 1.0 full-time equivalent Administrative Assistant position to ensure effective environmental health program delivery; and

**WHEREAS**, funding for the position will be through a combination of sources including Health Realignment and fee for service; and

**WHEREAS**, these sources are anticipated to be available during the current and future fiscal years; and,

**WHEREAS**, no General Fund revenue is requested to support this position;

**NOW, THEREFORE, BE IT RESOLVED** by the Plumas County Board of Supervisors, effective July 1, 2014, to amend the Position Allocation as follows:

<u>Department # 20550 Environmental Health</u>	<u>From</u>	<u>To</u>
Administrative Assistant I or II	1.0 FTE	2.0 FTE

Furthermore, the Environmental Health Director is hereby authorized to begin a recruitment and to fill this position.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on July 1, 2014 by the following vote:

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

---

Chair, Board of Supervisors

**Attest:**

---

Clerk of the Board of Supervisors

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

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

*Yes, the requested Administrative Assistant position is a critical workload, customer service, business need.*

- Why is it critical that this position be filled at this time?

*Increasing workload is adversely affecting efficiency and performance. Office reception surge and backfill is now often provided by Environmental Health Specialists (field staff). This is very expensive and keeps the field specialists from doing their work. Also, since the Administrative Assistant's workload continues to increased, field staff now must perform a variety of data entry and website updates previously and more cost-effectively performed by an Admin Assistant.*

- How long has the position been vacant?

*After retirement in September 2009, the position was not refilled. In subsequent budget years, the unfunded position was removed from Environmental Health's approved allocation.*

- Can the department use other wages until the next budget cycle?

*Other wages could be used but is not recommended. The complexity of programs and range of duties and responsibilities of this position makes for a lengthy training period. A permanent employee is important for return on training investment and continuity of service.*

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

*This request is consistent with other Environmental Health Department staffing patterns. It is also consistent with staffing in our Building Department which has 2 permit technicians.*

- What core function will be impacted without filling the position prior to July 1?  
*Customer service, data management, operational efficiency are all currently suffering.*

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

*None.*

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local

funding? What impact will this reduction plan have to other County departments?

*Environmental Health is a general fund department but no general fund is requested to support this position.*

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?  
*No.*
- Does the budget reduction plan anticipate the elimination of any of the requested positions?  
*NA*
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
*No general fund support is requested for this position. The position is proposed to be funded through a steady increase in fees for service, increases in Realignment funding and increases in Emergency Management work.*
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?  
*Environmental Health does not have a reserve.*



# Office of the Sheriff

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

3c

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** June 17, 2014

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of July 1, 2014

**Recommended Action:**

Approve and authorize Auditor to pay invoice #6082 to the Awards Company.

**Background and Discussion:**

This was an award presented to Sheriff Jerry Smith at the request of Sheriff Hagwood recognizing Sheriff Smith's 37 years in law enforcement. During his career he has been instrumental in providing in excess of \$400,000 worth of helicopter support to the Plumas County Sheriff's Office. He has also provided personnel, training and equipment to our agency during numerous marijuana eradication savings tens of thousands of dollars to Plumas County.

Sheriff Hagwood is requesting approval to pay this invoice.

**AWARDS  
COMPANY**424 NORD AVE.  
CHICO, CA. 95926**891-5555****COPY****Invoice**

Date	Invoice #
5/19/2014	6082

Bill To
Plumas County Sheriffs Office Jerry Hendrick 394-7815

P.O. Number	
Terms	

Phone #	Fax #	E-mail
530-891-5555	530-891-3310	awardscom@aol.com

Quantity	Description	Unit Price	Total
1	9x12 Walnut Green Brass D/P  Shipping  UPS Package 1 Tracking #: 1Z2Y07160399552483	79.95  15.00	79.95T  15.00

Received By: X

Please Pay From This Invoice.....

10% Interest will be charged on Invoices past due date.

<b>Subtotal</b>	<b>\$94.95</b>
<b>Sales Tax (7.5%)</b>	<b>\$6.00</b>
<b>Deposit</b>	<b>\$0.00</b>
<b>Total Due</b>	<b>\$100.95</b>



# 301 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: JUNE 18, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JULY 1, 2014

RE: REQUEST FOR APPROVAL OF OVER TWENTY-NINE HOUR WORK  
WEEK FOR ALL EMPLOYEES FILLING THE CLASS OF DRIVER –  
CHILD PROTECTIVE SERVICES

REF: BOARD APPROVAL OF RESOLUTION 14-7975 WHICH BECOMES  
EFFECTIVE ON JULY 16, 2014

A handwritten signature in black ink, appearing to read "ELLIOTT SMART".

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

Pursuant to the provisions of Board of Supervisors Resolution 14-7975, authorize employees filling the classification of Driver – Child Protective Services to exceed the 29 hour work week subject to the direction of the Department of Social Services.

### **Background and Discussion**

The referenced Board of Supervisors Resolution provides that county department heads shall obtain the approval of the Board of Supervisors *prior* to permitting any part-time employee to work in excess of twenty-nine (29) hours in any week (emphasis added). During testimony received by the Board on this restriction and requirement, the Department of Social Services advised your Board that the immediate implementation of this requirement and the fact that the next scheduled Board meeting would not be until July 1, 2014 would create the likelihood that the Department would be out of compliance with the new policy before the Department could obtain the necessary approval from the Board for an exception for Drivers who work in the Departments Child Protective Services program. Following the receipt of this testimony, the Board delayed implementation of the Resolution for thirty days (until July 16, 2014) thus providing the necessary time for the Department to seek the appropriate approval. That is what brings the Department before your Board today.

Within the Child Protective Services Program the Department utilizes an extra help group of employees classified as Drivers. These employees perform transport duties for foster children and for parents who've had children removed from their home. The children and parents are transported by the Department to visitations that are ordered by the Court as part of a family reunification plan. The drivers also supervise the visit between the parent and foster child. Given this, There can be situations where meeting the Court-ordered requirement for transportation and supervision of the visit would cause a driver to exceed 30 hours in a work week especially considering that some visits occur out of county and can be as long as three hours each or more.

In consideration of this, the Department believes it is prudent to request approval for all drivers identified as Driver – Child Protective Services to be approved to exceed 29 hours in a work week subject to the request and direction of the Department of Social Services. As a practical matter the Department does not expect this approval to require the County to provide health insurance for these individuals. Most of the employees performing this work are retirees and have health insurance already. In addition, the Department does not think it is likely that any particular driver will, on average, exceed 29 hours per week for the longer term survey periods that the Human Resources Department contemplates.

### **Financial Impact**

The Department does not anticipate financial impact as a result of this approval. As is indicated above, many of the extra help drivers we employ are retirees who have health insurance coverage already. For those that don't, we do not anticipate that over the longer term survey period that they would consistently average over 29 hours per week of paid time. In the event that one or more of them did so, health insurance would be part of the Department's overall compensation expenses which are claimed to state and Federal funding sources.

### **Alternatives**

It has been suggested that one alternative to avoiding the possibility of exceeding 29 hours in a work week would be to assign any excess work to a different driver. That solution is not practical as drivers are very difficult to recruit and hire; and as they chose those times that they are available to accept work, are not easy to schedule.

Copies: DSS Management Staff



ELLIOTT SMART  
DIRECTOR

# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

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

DATE: JUNE 23, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JULY 1, 2014

RE: REQUEST FOR APPROVAL TO FILL A VACANT AND FUNDED SOCIAL  
WORKER SUPERVISOR I/II

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

### It is Recommended that the Board of Supervisors

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

### Background and Discussion

The Department has a single position allocated at the Social Worker I/II level. The Social Worker Supervisor II is the professional level supervisor in this series, requiring professional credentials that include a Master's Degree in Social Work (MSW) or Licensed Clinical Social Worker (LCSW).

The Department's incumbent in this position has resigned to accept work at a private social services agency in Sacramento. The effective date of her resignation was June 27, 2014. As is explained more thoroughly in the attached back-up material, this critical, one of a kind supervisory position supervises five social workers who are assigned to work in the Department's Child Welfare programs including Emergency Response Child Protective Services. The Department request that the Board approve filling this vacancy.

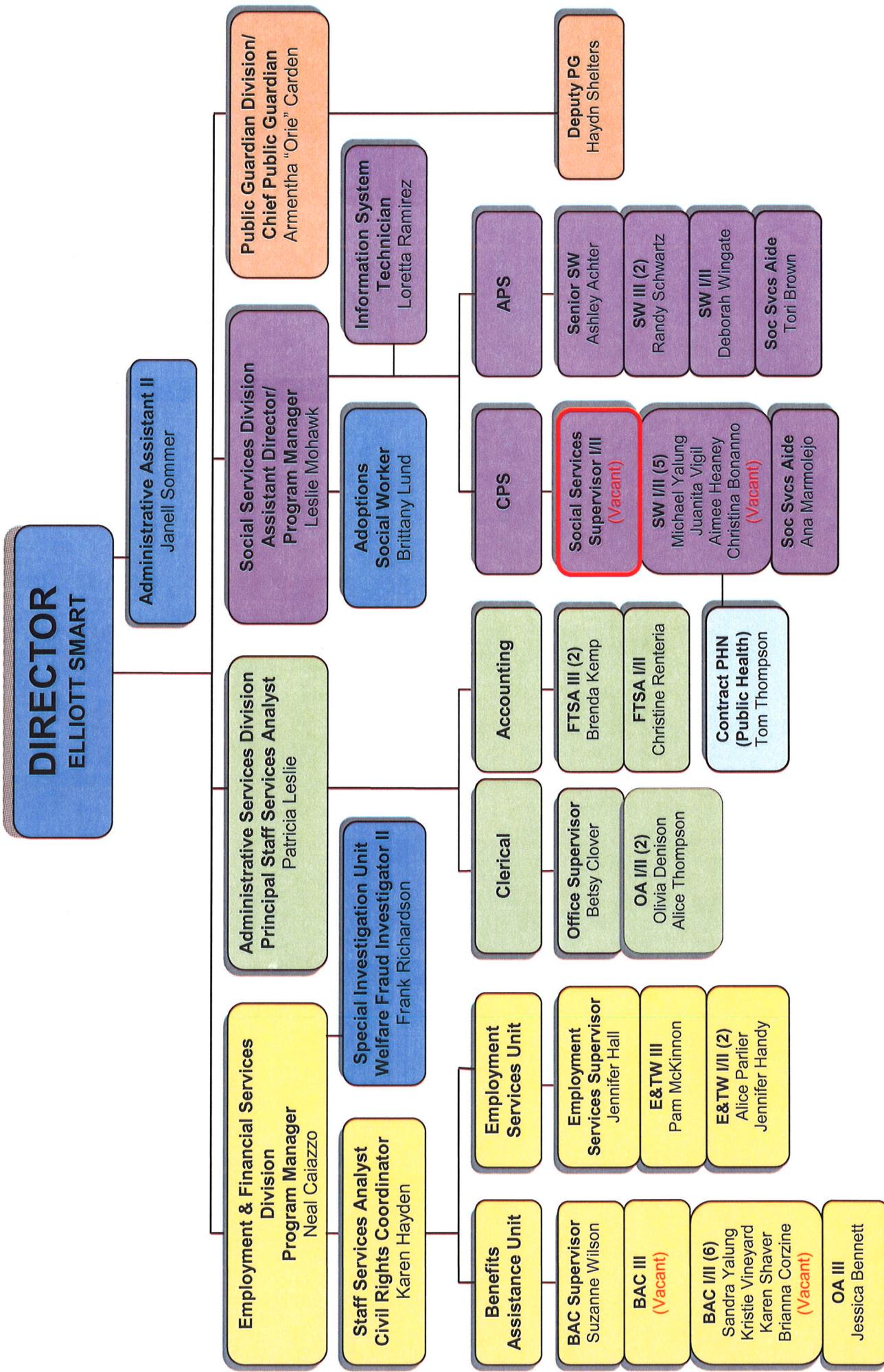
### Financial Impact

This position is funded with 100% Federal and 2011 Realignment Funds. There are no County General fund dollars associated with this position.

Copies: DSS Management Staff

Enclosures

# PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



**Position Classification:** Social Worker Supervisor I/II – Child Protective Services

**FTE:** 1.00

**Budgeted Position:** Yes

CWS is funded through Federal (50%), 2011 Realignment (35%) and 1992 Realignment (15%) dollars for the basic program. This allocation of funds is specifically for Child Welfare Services. It cannot be spent on other programs.

**Mandated Program:** Yes.

Child Welfare Services is a state-mandated, county-administered program. The mandate for Child Protective Services is found at Welfare and Institutions Code Section 16500, *et seq.* The mandated services include 24 hour, 7 days per week emergency response services for allegations of abuse or neglect of children, case management services to families whose children are removed from the home (including mandatory visits to both children and parents), reunification services to reunite families, and permanency services when reunification avenues are exhausted.

**Position Description:**

This position is responsible for supervising the Child Protective Services Social Workers that perform the investigation of allegations of abuse or neglect of children. The incumbent reviews all allegations and investigations and assists Social Workers in making decisions about child safety. The incumbent reviews all Court documents and petitions and assists with determining whether families have made sufficient progress toward achieving case plan goals. The incumbent is the primary liaison with the Plumas County Superior Court regarding Child Protective Services. There is typically a significant amount of interaction with community-based partner organizations that work with the Department towards goals associated with strengthening families.

**Funding Sources:**

The funding to support these positions comes from federal pass through dollars and county 1992 and 2011 Realignment dollars. There is no cost to the County's General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Social Worker Supervisor – Child Protective Services

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

Answer: Yes. Child Protective Services is a state mandated program.

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

Answer: The position is assigned duties that include public protection, specifically, abused and neglected children. This is a mission critical position.

- How long has the position been vacant?

Answer: The position became vacant effective June 27, 2014.

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

Answer: No.

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

Answer: Staffing levels for this program are a function of the allocation of state general fund dollars for the position. Currently, the state provides funding for six social workers in Plumas County for this program.

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

Answer: Children Protective Services is a mission critical function. Absence of a supervisory position can add to the risks associated with determining the level of child safety present in a home situation.

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

Answer: This position is funded by Federal and Realignment dollars. The Realignment dollars allocated to this program may not be used for other programs.

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

**Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies. Currently Child Welfare Services is not among the programs impacted by proposed reductions in the State's budget.**

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

**Answer: No.**

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

**Answer: No.**

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

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

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

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

4A

**NOTICE OF PUBLIC HEARING  
APPLICATION FOR MUSIC FESTIVAL  
BELDEN TOWN RESORT & LODGE  
14785 BELDEN TOWN RD.  
BELDEN, CA 95915**

The Plumas County Board of Supervisors will be holding a public hearing on the following matter on Tuesday, **July 01, 2014** at 10:15 a.m. in the Board of Supervisor Room 308, Courthouse, Quincy, California.

Pursuant to Ordinance 02-967 regarding "Outdoor Festivals", application has been received from Belden Town Resort for outdoor music festivals:

**"STILLDREAM" – JULY 31, 2014 - AUGUST 03, 2014  
"THE FUNK" – AUGUST 15 - 16 2014**

The Board will take public input and comments about this event, and conditions appropriate for the permit.

For further information on the above hearing please contact: the Clerk of the Board at (530) 283-6170.

Written comments should be mailed to the Plumas County Board of Supervisors, 520 Main Street, Room 309, Quincy, California 95971.

Publication: FRB – June 25, 2014



JULIE A. WHITE  
COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: [pctc@countyofplumas.com](mailto:pctc@countyofplumas.com)

(530) 283-6260 • Fax (530) 283-0946  
Kelsey Hostetter - Asst. Tax Collector (530) 283-6259

DATE: April 4, 2014

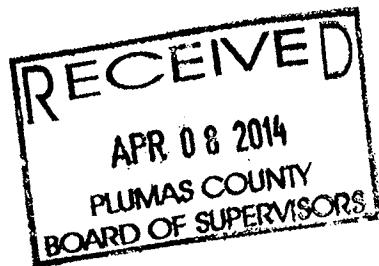
TO: Nancy Daorno, Clerk of the Board  
FROM: Julie White, Treasurer- Tax Collector  
RE: Stilldream Festival for Belden Town Resort

1/31

Attached is an application for an Outdoor Festival; STILLDREAM, ~~AUGUST 1<sup>st</sup> through AUGUST 3<sup>rd</sup>~~.

The applicant has paid the application fees, and completed the information and program plans for each festival. Please set a public hearing date for the two festivals.

Thank You,



# PLUMAS COUNTY APPLICATION FOR MUSIC FESTIVAL LICENSE

(PURSUANT TO PLUMAS COUNTY ORDINANCE NO. 02-967)

APPLICATION MUST BE SUBMITTED 90 DAYS BEFORE COMMENCEMENT OF FESTIVAL

NONREFUNDABLE APPLICATION FEE \$250.00

LICENSE FEE \$150.00 PER EACH DAY OF EVENT

ADDITIONAL FEES MAY BE ADDED BY OTHER COUNTY DEPARTMENTS

## PLEASE PRINT AND COMPLETE ALL QUESTIONS ON THIS FORM

This application will be sent to the following agencies for comment prior to the public hearing set by the Board of Supervisors; Sheriff, Public Health, Environmental Health, District Attorney, Planning & Building Services, Engineering, Public Works, CalFire, CalTrans, USDA/USFS.

Name of Applicant: Belden Town Resort & Lodge Ivan Coffman Date: 4/1/14  
(If applicant is a partnership, include names and addresses of all partners; if a corporation the application shall be signed by the president and attested by the secretary).

Residence Address: 14785 Belden Town Rd Belden Ca Date of Birth: \_\_\_\_\_

Mailing Address: PO Box 3256 Quincy Ca 95971 Phone: 2839662

Owner of Business/Real Property: Ivan Coffman  
(Provide proof of ownership and written consent of all owners).

Location of Business/Property: 14785 Belden Town Rd Belden Ca 95975 7/31  
(Include ALL lands being used for the festival; include legal descriptions and maps).

Name of Music Festival: Stilldream Date/Time of Festival: 4/1, 12pm - 8/3

Web Site Address: Stilldream.org E-mail Address: info@stilldream.org

Estimate number of persons; including staff, participants, spectators, etc.: 800

Provide detailed explanations of the program and plans to provide for the following (attach additional pages if necessary and contracts if available):

### 1. Police and Fire Security Protection:

### 2. Water and Food Supplies (a food event coordinator is required if food booths will be part of the festival, the coordinator must contact Environmental Health at least 4 weeks in advance)

**RECEIVED**

APR 02 2014

PLUMAS COUNTY TREASURER  
& TAX COLLECTOR

## OUTDOOR FESTIVAL RESOLUTION 02-967

### APPLICATION CHECKLIST

- A. Name of Festival, "Stilldream Music festival"
- B. Location of event, Belden Town Resort and Lodge @14785 Belden Town Road  
Belden, Ca. 95915 PH # (530)283-9662
- C. Dates, August 1<sup>st</sup> – 3<sup>rd</sup> out on 4<sup>th</sup> of August 2014
- D. Estimate of numbers (attendance) 800 Including staff & Artists
- E. Programs and plans to provide;
  - Police and Fire Security Protection; Belden's security team combined with Promoters security team that work together, everyone is well marked and all have radio's for a quick response for people. There will be 24 hr. security. Belden has 2 water sources and a new state of the art fire system.
  - Water and Food Supplies; Belden has two water sources, plus we sell bottled water in the store. We have a fresh water fountain available to all. There are flyers passed out to everyone reminding them to stay hydrated and healthy. The restaurant will be open 7am until 10 pm., otherwise there is always the store that we keep fully stocked this time of year.
  - Sanitation Facilities and Services; We will be using Plumas Sanitation out of Portola. They will bring 28 porta-potties and 2 wash stations. We have bathrooms in the lodge, two outdoor bathrooms, plus ten cabins with bathrooms.
  - Medical; As requested by Plumas County the medical tent will be set up at Facilities and Services; the old garage (less than 50 ft. from the bridge) with 24 hr. staff.
  - Vehicle Parking Space; There are 80 parking passes sold. Our devoted team will coordinate the parking on property in accordance with the rules. The rest of the vehicles will be parked at Jack's Place and shuttled over. We are pulling permits through Cal-trans to do so. You can verify through Fred Chaffin 530-225-3121, or Carla 530-225-3400. We will also place a dumpster and 2 porta-potties at the parking area.
  - Access/On Site Traffic Control; We will have already made plans to pick up the "special event" signs so people know to slow down while people are turning onto the bridge from hwy 70. No one will be stopped to check in until they are in the upper parking lot at Belden, for traffic control.
  - Over night Camping/Lighting; Belden has our own street lights. Along with the fact the parties are pretty dressed up with all kinds of lighting.
  - Provisions for Spectators Over & Above Estimates; The promoters have and are pulling permits through Mt. Hough Forest Service for the abandoned park just west of Belden. Verify through Erica.
  - Clean up/Rubbish Removal; The Belden Staff along with the music festival clean up crew will work together and we will be using a dumpster provided by Plumas Sanitation.

14785 Belden Town Rd.  
Belden, Ca. 95915

To Whom It May Concern,

I, Ivan Coffman owner of Belden Town Resort, give my permission for the Music Festival Stilldream to take place on 8/1 - 8/3 out 8/4 2014. At the location give above- Belden Town Resort, 14785 Belden Town Rd. Belden, Ca. 95915.

Thank you,



Ivan Coffman- Owner Selden Town Resort



Julie A. White  
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: [pctc@countyofplumas.com](mailto:pctc@countyofplumas.com)  
(530) 283-6260

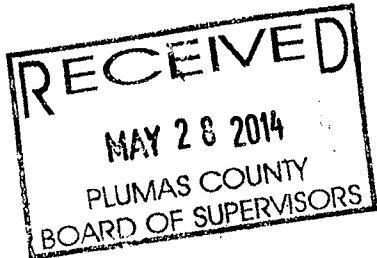
Kelsey Hostetter, Assistant Treasurer-Tax Collector  
(530) 283-6259

Date: May 28, 2014  
To: Nancy Daorno, Clerk of the Board  
From: Julie A. White, Treasurer-Tax Collector *[Signature]*  
RE: 4 The Funk Festival for Belden Town Resort

Attached is an application for an Outdoor Festival 4 THE FUNK, AUGUST 15<sup>TH</sup> through August 16<sup>th</sup>.

The applicant has paid the application fees, and completed the information and program plans for each festival. Please set a public hearing date for the two festivals.

Thank you.



# PLUMAS COUNTY APPLICATION FOR MUSIC FESTIVAL LICENSE

(PURSUANT TO PLUMAS COUNTY ORDINANCE NO. 02-967)

APPLICATION MUST BE SUBMITTED 90 DAYS BEFORE COMMENCEMENT OF FESTIVAL

NONREFUNDABLE APPLICATION FEE \$250.00

LICENSE FEE \$150.00 PER EACH DAY OF EVENT

ADDITIONAL FEES MAY BE ADDED BY OTHER COUNTY DEPARTMENTS

## PLEASE PRINT AND COMPLETE ALL QUESTIONS ON THIS FORM

This application will be sent to the following agencies for comment prior to the public hearing set by the Board of Supervisors; Sheriff, Public Health, Environmental Health, District Attorney, Planning & Building Services, Engineering, Public Works, CalFire, CalTrans, USDA/USFS.

Name of Applicant: Belden Town Resort & Lodge Ivan Coffman Date: 4/1/14  
(If applicant is a partnership, include names and addresses of all partners; if a corporation the application shall be signed by the president and attested by the secretary).

Residence Address: 14785 Belden Town Rd Belden Ca Date of Birth: \_\_\_\_\_

Mailing Address: P.O. Box 3256 Quincy Ca. 95971 Phone: 2839662

Owner of Business/Real Property: Ivan Coffman  
(Provide proof of ownership and written consent of all owners).

Location of Business/Property: 14785 Belden Town Rd Belden Ca 95915  
(Include ALL lands being used for the festival; include legal descriptions and maps).

Name of Music Festival: 4 The Funk Date/Time of Festival: Aug 22 12:00pm - 8/23 15 16

Web Site Address: \_\_\_\_\_ E-mail Address: spencerkrause@hotmail.com

Estimate number of persons; including staff, participants, spectators, etc.: 700

Provide detailed explanations of the program and plans to provide for the following (attach additional pages if necessary and contracts if available):

### 1. Police and Fire Security Protection:

### 2. Water and Food Supplies (a food event coordinator is required if food booths will be part of the festival. The coordinator must contact Environmental Health at least 4 weeks in advance)

APR 02 2011

RECEIVED  
PLUMAS COUNTY TREASURER  
& TAX COLLECTOR

## OUTDOOR FESTIVAL RESOLUTION 02-967

### APPLICATION CHECKLIST

- A. Name of Festival, "For the Funk of it Music festival"
- B. Location of event, Belden Town Resort and Lodge @14785 Belden Town Road  
Belden, Ca. 95915 PH # (530)283-9662
- C. Dates, August <sup>15<sup>th</sup></sup>~~22<sup>nd</sup>~~ <sup>16<sup>th</sup></sup>~~23<sup>rd</sup>~~ out on 24<sup>th</sup> of August 2014
- D. Estimate of numbers (attendance) 700 Including staff & Artists
- E. Programs and plans to provide;
  - Police and Fire Security Protection; Belden's security team combined with Promoters security team that work together, everyone is well marked and all have radio's for a quick response for people. There will be 24 hr. security. Belden has 2 water sources and a new state of the art fire system.
  - Water and Food Supplies; Belden has two water sources, plus we sell bottled water in the store. We have a fresh water fountain available to all. There are flyers passed out to everyone reminding them to stay hydrated and healthy. The restaurant will be open 7am until 10 pm., otherwise there is always the store that we keep fully stocked this time of year.
  - Sanitation Facilities and Services; We will be using Plumas Sanitation out of Portola. They will bring 28 porta-potties and 2 wash stations. We have bathrooms in the lodge, two outdoor bathrooms, plus ten cabins with bathrooms.
  - Medical; As requested by Plumas County the medical tent will be set up at Facilities and Services; the old garage (less than 50 ft. from the bridge) with 24 hr. staff.
  - Vehicle Parking Space; There are 80 parking passes sold. Our devoted team will coordinate the parking on property in accordance with the rules. The rest of the vehicles will be parked at Jack's Place and shuttled over. We are pulling permits through Cal-trans to do so. You can verify through Fred Chaffin 530-225-3121, or Carla 530-225-3400. We will also place a dumpster and 2 porta-potties at the parking area.
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  - Clean up/Rubbish Removal; The Belden Staff along with the music festival clean up crew will work together and we will be using a dumpster provided by Plumas Sanitation.

14785 Belden Town Rd.  
Belden, Ca. 95915

To Whom It May Concern,

I, Ivan Coffman owner of Belden Town Resort, give my permission for the Music Festival 4 The Funk to take place on 8/25 - 8/26 out 74 2014. At the location give above- Belden Town Resort, 14785 Belden Town Rd. Belden, Ca. 95915.

Thank you,

*Ivan Coffman*  
Ivan Coffman- Owner Belden Town Resort

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
WEBSITE MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2014 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California ("County"), and BIG FISH CREATIONS, a California corporation ("Consultant").

**WITNESSETH:**

**WHEREAS**, County proposes to have Consultant perform website maintenance services as described herein below; and

**WHEREAS**, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

**WHEREAS**, County and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. **Scope of Services**. Consultant shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. **Professional Practices**. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

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

services required under this Agreement. Consultant shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Seven Thousand Two Hundred Dollars and No/100 (\$7,200.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and Consultant shall identify the number of the authorized change order, where applicable, on all invoices.

2.3. Method of Billing. Consultant shall submit invoices to County's Project Manager in accordance with Exhibit "A" attached hereto.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

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

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

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

4.1. Term. This Agreement shall commence on the Effective Date and continue until June 30, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. Termination/cancellation rights shall be as described in Exhibit "A" attached hereto.

4.3 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

### **5.0. INSURANCE**

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

- (a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.

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

- (a) Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
- (b) All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured.
- (c) All of Contractor’s available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) Contractor’s policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor’s insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13.
- (f) To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County’s own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision..
- (g) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (h) The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability; shall include a cross-liability clause permitting suits

between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.

- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.
- (j) Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

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

## 6.0. GENERAL PROVISIONS

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

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

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

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

IF TO CONSULTANT:

Big Fish Creations  
Box 276  
Graeagle, CA 96103

Tel: (530) 836-4230  
Fax: (530) 836-4230  
Attn: Michael and Patty Clawson

IF TO COUNTY:

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

Tel: (530) 283-6315  
Fax: (530) 283-6288  
Attn: Purchasing Agent

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

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

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

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

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Consultant and County by a court of competent jurisdiction because of concurrent active negligence of Consultant and County Indemnitees, Consultant and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Consultant of any insurance requirements or obligations created elsewhere in this Agreement.

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

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Consultant shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

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

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Consultant shall deliver to County any findings, reports, documents,

information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

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

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

6.14. Prohibited Employment. Consultant will not employ any regular employee of County while this Agreement is in effect.

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

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

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

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

interpretation of this Agreement.

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

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

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

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

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

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

6.25 Conflicts. In the event of any conflict between the terms of the attachment to Exhibit A and this Agreement, the terms of this Agreement shall prevail.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

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

\_\_\_\_\_  
Chair, Board of Supervisors

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

CONSULTANT

Big Fish Creations, a California corporation

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

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

Name:

Title: President

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

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

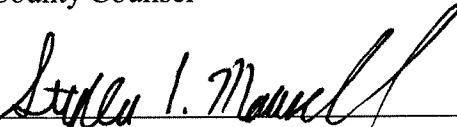
Name:

Title: Secretary

APPROVED AS TO FORM:

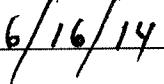
Plumas County Counsel

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

  
Stephen L. Mansell

Deputy County Counsel

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

  
6/16/14

**EXHIBIT A**

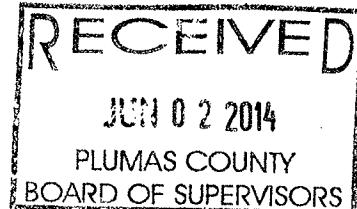
**SCOPE OF WORK AND FEE SCHEDULE**

See attached.

# BIG FISH CREATIONS

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May 30, 2014

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 continued 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 and Twitter 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 Supervisors Jon Kennedy and Lori Simpson 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. All of the above efforts, and what is detailed below, has been accepted, approved and encouraged by Supervisors Kennedy and Simpson.

Beyond the scope of work detailed in the contract, Big Fish Creations paid for the hosting of the Explore Plumas County Website for the second year 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 \$40. Big Fish Creations will continue to pay the monthly hosting fee and annual domain registration fee under the new retainer.

With work accomplished above and beyond this agreement, Big Fish Creations has provided their expertise for added value of this contract. Please note the following tasks completed and forthcoming:

- Created an Explore Plumas County Instagram Account for ongoing photo sharing and content.
- Contacted the American Pickers Television Show for possible feature - identified and contacted four local ranchers through Scott Lawson for "picking." Results: the outcome was not favorable for reality television.
- Contacted Hotel Impossible, review and interview with previous reality show feature - Victorian Inn and intended local resorts. Results: unfavorable for PR aspects to Plumas County.
- Research and development for geographic target audience - database
- Targeting media outlets to compile database for exclusive email marketing efforts

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- Created custom email marketing template for email blasts- messaging for media and current subscribers
- Launch of massive lodging social media campaign on the Explore Facebook and Twitter accounts.
- Creation of a news Arts Section of the website
- Extraction of bad/old links on the Lodging and Dining section.
- Exclusive Banner Ad created on the bottom of the Explore site's homepage for internal marketing purposes.
- Met with Fairgrounds Manager, Jon Stephanic and Museum Director Scott Lawson for content and collaboration of the Explore site, County Fair Site and Plumas County Museum Site.
- Cross platformed messaging of the Explore Plumas County site to [graeagle.com](http://graeagle.com)
- Review possible media banner exchange with RGJ
- Create press releases for email marketing efforts once media data base is complete

With all of the marketing and website site efforts by Big Fish Creations and 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.

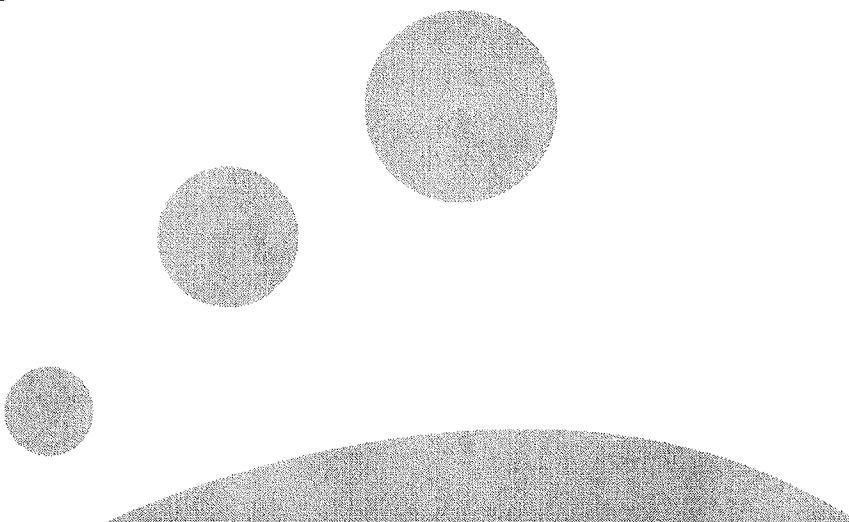
We believe that we have exceeded your expectations of this agreement, and hope that you recognize the additional value we have brought forth with our collaboration, and ask for the renewal of our retainer for the next year.

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

Sincerely,



Michael Clawson  
Big Fish Creations



# BIG FISH CREATIONS

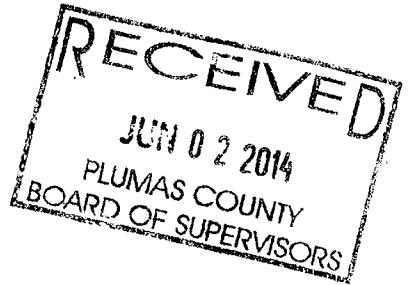
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## LETTER OF AGREEMENT

May 29, 2014

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.

# BIG FISH CREATIONS

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## LETTER OF AGREEMENT

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.

### **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 8 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.

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

# BIG FISH CREATIONS

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## LETTER OF AGREEMENT

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.

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: \_\_\_\_\_

## SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

4c

This Second Amendment to Memorandum of Understanding ("Second Amendment") is made on June 12, 2014, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Roberta M. Allen ("ELECTED OFFICIAL") who agree as follows:

1. **Recitals:** This Second Amendment is made with reference to the following facts:

- a. PLUMAS COUNTY and ELECTED OFFICIAL are among the parties to a Memorandum of Understanding effective August 14, 2012, (the "MOU"), which provides that 1) EPMC for the ELECTED OFFICIAL shall be reduced to four percent (4%) of salary, and 2) ELECTED OFFICIAL shall pay all increases in health, dental, and vision insurance premiums occurring after Calendar Year 2011.
- b. The term of the MOU was extended to June 30, 2014, by an "Amendment to Memorandum of Understanding" dated June 11, 2013.
- c. The MOU, as extended, will expire June 30, 2014.

2. **Amendment:** The undersigned agree to amend the MOU to further extend the term of the MOU through January 5, 2015, when ELECTED OFFICIAL's current term of office expires.

3. **Effectiveness of Amendment:** Except as set forth in this Second Amendment Memorandum of Understanding, all provisions of the MOU effective August 14, 2012, and as amended June 11, 2013, shall remain unchanged and in full force and effect.

4. **Signatures:**

"ELECTED OFFICIAL"

Roberta M. Allen  
(Signature)

Roberta M. Allen  
(Typed or Printed Name)

Auditor/Controller  
(Office Held)

Dated: 6/12/14

"COUNTY"  
County of Plumas County

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

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

Approved as to form:

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

## SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This Second Amendment to Memorandum of Understanding ("Second Amendment") is made on June 12, 2014, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Kathy Williams ("ELECTED OFFICIAL") who agree as follows:

1. **Recitals:** This Second Amendment is made with reference to the following facts:

- a. PLUMAS COUNTY and ELECTED OFFICIAL are among the parties to a Memorandum of Understanding effective August 14, 2012, (the "MOU"), which provides that 1) EPMC for the ELECTED OFFICIAL shall be reduced to four percent (4%) of salary, and 2) ELECTED OFFICIAL shall pay all increases in health, dental, and vision insurance premiums occurring after Calendar Year 2011.
- b. The term of the MOU was extended to June 30, 2014, by an "Amendment to Memorandum of Understanding" dated June 11, 2013.
- c. The MOU, as extended, will expire June 30, 2014.

2. **Amendment:** The undersigned agree to amend the MOU to further extend the term of the MOU through January 5, 2015, when ELECTED OFFICIAL's current term of office expires.

3. **Effectiveness of Amendment:** Except as set forth in this Second Amendment Memorandum of Understanding, all provisions of the MOU effective August 14, 2012, and as amended June 11, 2013, shall remain unchanged and in full force and effect.

4. **Signatures:**

"ELECTED OFFICIAL"

  
(Signature)  
Kathy Williams

(Typed or Printed Name)

County Clerk-Recorder  
(Office Held)

Dated: June 12, 2014

"COUNTY"  
County of Plumas County

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

Dated: \_\_\_\_\_  
Approved as to form:

R. Craig Settemire  
County Counsel

## SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This Second Amendment to Memorandum of Understanding ("Second Amendment") is made on June 12, 2014, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and David Hollister ("ELECTED OFFICIAL") who agree as follows:

1. **Recitals:** This Second Amendment is made with reference to the following facts:

- a. PLUMAS COUNTY and ELECTED OFFICIAL are among the parties to a Memorandum of Understanding effective August 14, 2012, (the "MOU"), which provides that 1) EPMC for the ELECTED OFFICIAL shall be reduced to four percent (4%) of salary, and 2) ELECTED OFFICIAL shall pay all increases in health, dental, and vision insurance premiums occurring after Calendar Year 2011.
- b. The term of the MOU was extended to June 30, 2014, by an "Amendment to Memorandum of Understanding" dated June 11, 2013.
- c. The MOU, as extended, will expire June 30, 2014.

2. **Amendment:** The undersigned agree to amend the MOU to further extend the term of the MOU through January 5, 2015, when ELECTED OFFICIAL's current term of office expires.

3. **Effectiveness of Amendment:** Except as set forth in this Second Amendment Memorandum of Understanding, all provisions of the MOU effective August 14, 2012, and as amended June 11, 2013, shall remain unchanged and in full force and effect.

### 4. Signatures:

"ELECTED OFFICIAL"



(Signature)

David Hollister

(Typed or Printed Name)

District Attorney

(Office Held)

Dated: 12 June 2014

"COUNTY"

County of Plumas County

By \_\_\_\_\_

Jon Kennedy, Chair  
Board of Supervisors

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

Approved as to form:

R. Craig Settemire  
County Counsel

## SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This Second Amendment to Memorandum of Understanding ("Second Amendment") is made on June 17<sup>th</sup>, 2014, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Julie A. White ("ELECTED OFFICIAL") who agree as follows:

1. **Recitals:** This Second Amendment is made with reference to the following facts:

- a. PLUMAS COUNTY and ELECTED OFFICIAL are among the parties to a Memorandum of Understanding effective August 14, 2012, (the "MOU"), which provides that 1) EPMC for the ELECTED OFFICIAL shall be reduced to four percent (4%) of salary, and 2) ELECTED OFFICIAL shall pay all increases in health, dental, and vision insurance premiums occurring after Calendar Year 2011.
- b. The term of the MOU was extended to June 30, 2014, by an "Amendment to Memorandum of Understanding" dated June 11, 2013.
- c. The MOU, as extended, will expire June 30, 2014.

2. **Amendment:** The undersigned agree to amend the MOU to further extend the term of the MOU through January 5, 2015, when ELECTED OFFICIAL's current term of office expires.

3. **Effectiveness of Amendment:** Except as set forth in this Second Amendment Memorandum of Understanding, all provisions of the MOU effective August 14, 2012, and as amended June 11, 2013, shall remain unchanged and in full force and effect.

4. **Signatures:**

"ELECTED OFFICIAL"

  
(Signature)

Julie A. White  
(Typed or Printed Name)

Treasurer - Tax Collector  
(Office Held)

Dated: 5/11/2014

"COUNTY"  
County of Plumas County

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

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

Approved as to form:

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

4D

RESOLUTION ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE AND ANNUAL TAX INCREMENT FROM PLUMAS COUNTY, PLUMAS COUNTY FLOOD CONTROL, CHESTER CEMETERY DISTRICT, HAMILTON BRANCH FIRE DISTRICT, AND SENECA HOSPITAL DISTRICT TO HAMILTON BRANCH COMMUNITY SERVICES DISTRICT

WHEREAS, an application has been filed with the Plumas County Local Agency Formation Commission proposing the annexation of certain territory located in tax rate area 053-159 (APNs: 103-040-002,003) as described in LAFCO files 2014-ANX-002 to the Hamilton Branch Community Services District for the provisions of water supply services.

WHEREAS, in the case of a jurisdictional change other than a city incorporation or district formation which will alter the service area or responsibility of a local agency. Revenue and Taxation Code Section 99 (b) requires that the amount of property tax revenue to be exchanged, if any, and the amount of annual tax increment to be exchanged among the affected local agencies shall be determined by negotiation; and

WHEREAS, in the event a jurisdictional change would affect the service area or service responsibility of one or more special districts, the board of supervisors of the county in which the districts are located shall, on behalf of the district or districts, negotiate any exchange of property tax revenues; and

WHEREAS, such negotiations have taken place and the Hamilton Branch Community Services District has stated it does not request the transfer of any property tax revenue.

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

1. That the recitals set forth above are true, correct and valid.
2. That the jurisdiction change will not decrease the responsibility for services by either the County of Plumas or any affected local agencies.
3. That the Board of Supervisors of the County of Plumas agrees to accept the following negotiated exchange of property tax revenues and annual tax increment.
  - A. Property tax revenue in the amount of \$0 shall be transferred from the Plumas County General Fund, Plumas County Flood Control District, Chester Cemetery District, Hamilton Branch Fire District, and Seneca Hospital District to the Hamilton Branch Community Services District.
  - B. Annual tax increment in the amount of \$0 shall be transferred from the Plumas County General Fund, Plumas County Flood Control District, Chester Cemetery District, Hamilton Branch Fire District, and Seneca Hospital District to the Hamilton Branch Community Services District.



4E/F

## PLUMAS COUNTY BOARD OF SUPERVISORS

### AGENDA REQUEST

for the July 1, 2014 meeting of the Board of Supervisors

June 23, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: 1) Appropriate \$88,839 from the General Fund Contingency to Fund 0208 in order to fund short-term loan to the Plumas County Flood Control and Water Conservation District ("District") for cash flow purposes. **Four/fifths required roll call vote.**

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

and

2) Authorize the Chair of the Board of Supervisors to approve and execute on behalf of Plumas County, any and all documents necessary to make and evidence a loan for cash flow purposes to the Plumas County Flood Control and Water Conservation District in an amount not to exceed \$88,839, for a term not to exceed one year, to be repaid with interest at the Plumas County pooled funds rate.

### BACKGROUND

Staff of the Plumas County Flood Control & Water Conservation District has submitted a corresponding Agenda Request to the District's governing board for authorization to request a short-term loan from County of Plumas to be repaid with interest at the pool fund rate within one (1) year.

### RECOMMENDATION

Public Works staff respectfully recommends that the Board of Supervisors:

1. Approve the request received from the Plumas County Flood Control & Water Conservation District in the amount of \$88,839, to be repaid within one year with interest at the pool fund rate;
2. To authorize the Chair of the Board of Supervisors to sign all documents necessary to make and evidence the loan as described above.

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**AMENDMENT TO EMPLOYMENT AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND R. CRAIG SETTLEMIRE**

This Amendment to Employment Agreement (“Amendment”) is made on July \_\_\_, 2014, between PLUMAS COUNTY, a political subdivision of the State of California (“COUNTY”), and R. CRAIG SETTLEMIRE (“EMPLOYEE”), an individual, who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and R. CRAIG SETTLEMIRE have entered into a written “Employment Agreement between Plumas County and R. Craig Settemire” made on June 23, 2010, and effective August 1, 2010, (the “Agreement”), by which PLUMAS COUNTY appointed R. CRAIG SETTLEMIRE as the Plumas County Counsel, and R. CRAIG SETTLEMIRE accepted such appointment and agreed to serve as the Plumas County Counsel.
  - b. R. CRAIG SETTLEMIRE’s initial term as Plumas County Counsel will expire July 31, 2014.
  - c. COUNTY, acting by and through its Board of Supervisors, desires to reappoint and continue to employ R. CRAIG SETTLEMIRE as the Plumas County Counsel.
  - d. R. CRAIG SETTLEMIRE desires to accept reappointment as the Plumas County Counsel.
  - e. Because of the forgoing considerations, the parties desire to amend the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. **Reappointment:** The Plumas County Board of Supervisors hereby reappoints R. CRAIG SETTLEMIRE as the Plumas County Counsel effective August 1, 2014, for the term provided by law (Government Code section 27641). R. CRAIG SETTLEMIRE hereby accepts the reappointment as the Plumas County Counsel.
  - b. **Term:** As provided in paragraph 2 of the Agreement, the term of the Agreement continues during the term of any reappointment, or in the event of the expiration of a term in office until the appointment of EMPLOYEE’s successor.
3. **Effectiveness of Agreement:** Except as set forth in this Amendment to Employment Agreement, all provisions of the Agreement made June 23, 2010, shall remain unchanged and in full force and effect.

4. **Signatures:**

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

**EMPLOYEE**

By: \_\_\_\_\_  
Jon Kennedy,  
Chair, Board of Supervisors

R. CRAIG SETTLEMIRE

Dated: \_\_\_\_\_, 2014

Dated: \_\_\_\_\_, 2014

**ATTEST:**

By: \_\_\_\_\_  
Nancy DaForno, Clerk of the Board

Dated: \_\_\_\_\_, 2014

[\\hmxl0121045s\1 coco shared \{HMXL012041S\}\Contracts\Employment Contracts\Settlemire R Craig Amendment to Employment Agreement.doc]



5B

## PLUMAS COUNTY PROBATION DEPARTMENT

DANIEL PRINCE

ACTING CHIEF PROBATION OFFICER

270 County Hospital Road, Ste. 128., Quincy, CA 95971  
(530) 283-6200 Fax (530) 283-6165

**DATE:** June 10, 2014

**TO:** Honorable Board of Supervisors

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

**SUBJECT:** Contract between Plumas County and Lassen County for Lassen County Juvenile Detention Facility

### Recommendation:

Approve and authorize the Acting Chief Probation Officer to sign the Contract between Plumas County and Lassen County for the use of the Lassen County Juvenile Hall Facility. Approve as to form by County Counsel.

### Background:

As Plumas County does not have a juvenile hall, we must contract with surrounding counties to use their juvenile detention facilities when juveniles need to be detained in a secure setting. Plumas County Probation Department has contracted with Lassen County for the use of their juvenile detention facility in past years. A copy of the current agreement is on file with the Clerk of the Board.



5C1

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

**Dony Sawchuk**  
Director

Meeting Date: July 2, 2014

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: Approve and Execute Lease Agreement with Alliance for Workforce Development for Office Space in the Health & Human Services Building

---

### Background

The County entered into a 3 year lease agreement with Alliance for Workforce Development for Suite 102, Suite 107 and Room 1001.02 on the first floor of the Health & Human Services Building. The term commenced on May 1, 2011 and ends June 30, 2014. The new lease agreement has been drafted and will commence on July 1, 2014 and end June 30, 2015. The monthly rental of this space increases 5% per year and has been applied in this and the previous agreement with AFWD.

The County wishes to lease to AFWD, and AFWD wishes to lease from County, under the terms and conditions of this Lease, approximately 1,346 square feet of finished office space in the Health & Human Services Building

### Recommendation

Approve and Execute Lease Agreement with Alliance for Workforce Development for Office Space in the Health & Human Services Building

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



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

5C2

Dony Sawchuk  
Director

Meeting Date: July 1, 2014

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: **Approve MOU between County of Plumas and American Youth Soccer Organization, Region 441, for the use of the County's Soccer Field behind C Roy Carmichael Elementary School**

---

### Background

AYSO Region 441 would like the use of the field adjacent to CRC for AYSO Region 441 soccer games, July 7, 2014 thru July 11, 2014 and September 1, 2014 thru November 11th 2014. Plumas County and AYSO entered into a similar MOU September 2013.

Coaches, player and volunteers are insured through AYSO. AYSO, will maintain the field, goals, nets, restrooms, and concession building, and remove any trash during time of use.

AYSO Region 441 is happy to leave the goals and nets up during the week for the CRC students to use.

### Recommendation

**Approve MOU between County of Plumas and American Youth Soccer Organization, Region 441, for the use of the County's Soccer Field behind C Roy Carmichael Elementary School**

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



June 20, 2014

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

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

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

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

Given the financial times I think it prudent to mention that the approval of the resolution neither requires nor requests any allocation of county funding. All we respectfully request is your unanimous approval of the attached Resolution.

Thank you for your time and support.

Sincerely,

*Roxanne L. Valladao*

Roxanne L. Valladao, Executive Director

olution No.

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

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

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

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

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of said board held on the **1<sup>st</sup> of July 2016**, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

---

Chairman, Board of Supervisors

ATTEST:

---

County Clerk of said Board of Supervisors

# PLUMAS COUNTY MENTAL HEALTH

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



## MEMO

DATE: JULY 1, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PETER LIVINGSTON, LCSW, DIRECTOR

(PL)

SUBJECT: BOARD AGENDA ITEM FOR JULY 1, 2014, CONSENT AGENDA

REGARDING: RECEIVE, AUTHORIZE SIGNATURE AND RATIFICATION OF  
BHC SIERRA VISTA AND **NORTH VALLEY BEHAVIORAL HEALTH SYSTEM**  
CONTRACT RENEWALS

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:** RATIFY AND SIGN THE CONTRACTS FOR BHC SIERRA VISTA HOSPITAL, FY 2013-14, AND NORTH VALLEY BEHAVIORAL HEALTH SYSTEM, FY 2014-15. SECOND, TO AUTHORIZE THE DIRECTOR OF MENTAL HEALTH TO SIGN THESE RENEWALS.

**BACKGROUND AND DISCUSSION:** Both facilities have had long-standing associations with Plumas County Mental Health. The contents of both contracts have not changed since last year.

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

**FIFTH AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY MENTAL HEALTH AND NORTH VALLEY**  
**BEHAVIORAL HEALTH LLC**

This Fifth Amendment to Agreement ("Amendment") is made on July 1, 2014, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and North Valley Behavioral Health LLC ("CONTRACTOR") who agrees as follows:

**1. Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and North Valley Behavioral Health LLC have entered into a written Agreement dated July 1, 2010, (the "Agreement"), in which North Valley Behavioral Health LLC agreed to provide mental health inpatient services to Plumas County.
- b. The parties desire to change the Agreement to extend the term of the agreement for FY14-15.

**2. Amendments:** The parties agree to amend the Agreement as follows:

a. Exhibit A is amended to read as follows:

Rates for FY14-15

FEE FOR SERVICE ACCESS to North Valley Behavioral Health located in Yuba City: COUNTY agrees to pay at the all-inclusive, continued rate of Eight hundred and twenty-five Dollars and NO/100 (\$825.00) per day for indigent and Medi-Cal patients.

b. Paragraph 3 is amended to read as follows:

Contract Sum:

The total annual sum to be paid to contractor under this agreement for FY13-14 shall not exceed Two hundred thousand dollars (\$200,000).

(SM) 14-15

c. The following paragraph is added following paragraph 24.  
Patients Rights.

25. Non-Appropriations of Funds Clause. It is mutually agreed that if,

for the current fiscal year and/or any subsequent fiscal years covered under this contract, insufficient funds are appropriated to make the payments called for by this contract, this contract shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor, except for those services already provided or furnish any other consideration under this contract and Contractor shall not be obligated to perform any further services under this contract. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this contract with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.”

Section 3. Payment paragraph 4 is amended to read as follows: For all patients that are admitted with CMSP the following payment procedures will apply. North Valley Behavioral Health will bill Anthem Blue Cross for County Medical Services Program (CMSP) inpatient days when applicable. County will pay the difference between the CMSP payment and the daily rate of \$825.00. Inpatient days that cannot be billed to CMSP shall remain the financial responsibility of County at the contracted indigent rate. Any credit provided to county for a CMSP billing that is subsequently disallowed shall be reimbursed by county to North Valley Behavioral Health.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2010, shall remain unchanged and in full force and effect.

COUNTY:

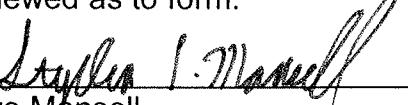
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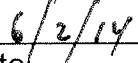
Peter Livingston, LCSW  
Director  
Plumas County Mental Health

Date

---

Reviewed as to form:

  
Steve Mansell  
Deputy Plumas County Counsel

  
Date 6/2/14

Approved by CAO:

\_\_\_\_\_  
Jon Kennedy, BOS chair

\_\_\_\_\_  
Date

CONTRACTOR:

\_\_\_\_\_  
Arne Hyson, Administrator  
North Valley Behavioral Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tom Ortner, CEO

\_\_\_\_\_  
Date

[

# PLUMAS COUNTY MENTAL HEALTH

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



## MEMO

DATE: JULY 1, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PETER LIVINGSTON, LCSW, DIRECTOR

(PLU)

SUBJECT: BOARD AGENDA ITEM FOR JULY 1, 2014, CONSENT AGENDA

REGARDING: RECEIVE, AUTHORIZE SIGNATURE AND RATIFICATION OF  
BHC SIERRA VISTA AND NORTH VALLEY BEHAVIORAL HEALTH SYSTEM  
CONTRACT RENEWALS

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:** RATIFY AND SIGN THE CONTRACTS FOR BHC SIERRA VISTA HOSPITAL, FY 2013-14, AND NORTH VALLEY BEHAVIORAL HEALTH SYSTEM, FY 2014-15. SECOND, TO AUTHORIZE THE DIRECTOR OF MENTAL HEALTH TO SIGN THESE RENEWALS.

**BACKGROUND AND DISCUSSION:** Both facilities have had long-standing associations with Plumas County Mental Health. The contents of both contracts have not changed since last year.

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

**AMENDMENT XI TO:  
AGREEMENT TO PROVIDE MENTAL HEALTH SERVICES**

This amendment is intended to modify the written agreement, originally effective July 1, 2001, between Plumas County, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and BHC , Sierra Vista Hospital, Inc. d/b/a Sierra Vista Hospital, located at 8001 Bruceville Road , Sacramento, CA 95823, hereinafter referred to as "PROVIDER".

Both County and Provider hereby agree to renew said Agreement for County Fiscal Year 2013-14.

Both parties also hereby agree to the following amendments and additional terms to the agreement:

A. The maximum dollar amount reimbursable shall be as follows:

**Payment for Indigent/Short Doyle Clients:** County will pay Provider eight hundred and thirty-seven dollars (\$837.00) per day, including psychiatric support services per Indigent/Short Doyle patient, no later than the fifteenth (15th) of each calendar month. County will pay provider five hundred eleven dollars and eighty-five cents (\$511.85) for Short Doyle Hospital Administrative Days without physicians' fees per Indigent/Short Doyle patient.

**Payment for Managed MediCal Clients:**

County will pay Provider seven hundred and forty-seven dollars, (\$747.00) exclusive of physicians' fees per day per Managed MediCal patient, no later than the fifteenth (15th) of each calendar month. County will pay Provider ninety dollars (\$90.00) per day for Inpatient Professional Fees by the attending doctor for Managed MediCal Clients. Provider will document all service billings for CPT codes 90818 and 90821 on Excel spreadsheets and provide all pertinent information necessary for County to complete Medi Cal billing. Provider will assure services are documented in a manner that is consistent with Medi Cal regulation. Provider will reimburse County for any and all disallowances that result from inadequate or incomplete documentation of services delivered. Administrative Days: County will pay Provider five hundred eleven dollars and eighty-five cents (\$511.85) for administrative days for Managed MediCal patients.

B. The total amount paid to Provider shall not exceed Twenty-Five Thousand Dollars and No/100 (\$25,000.00) for services rendered under this Agreement during the term of this amendment (7/1/2013 through 6/30/2014).

C. Non-Appropriation of Funds: It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California

Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

D. Insurance: The PROVIDER shall maintain throughout the duration of the term of the Agreement, liability insurance covering the PROVIDER and, with the exception of Professional Liability Insurance, designating COUNTY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or PROVIDER's, as additional insured on Provider's excess policy against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the PROVIDER's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the PROVIDER's excess insurance policies shall be primary as respects any claims related to or as the result of the PROVIDER's work. Coverage for the additional insured shall apply to the fullest extent permitted by law. Any insurance, pooled coverage, or self-insurance maintained by the COUNTY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or PROVIDERs shall be non-contributory.

Professional Liability Insurance (per claim and aggregate): \$1,000,000  
General Liability at least as broad as ISO CG 0001 (per occurrence): \$1,000,000  
Workers' Compensation: Statutory  
Automobile Liability at least as broad as ISO CA 0001 (per accident): \$1,000,000

Auto liability insurance shall cover owned, nonowned and hired autos. If PROVIDER owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

The PROVIDER shall provide thirty (30) days advance notice to COUNTY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to COUNTY thirty (30) days after the effective date of this Agreement, and no payments for services provided by PROVIDER under this agreement shall be made by COUNTY until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling COUNTY to any and all remedies at law or in equity, including termination of this Agreement.

Excess Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A:VII or better. The COUNTY's Risk Manager may waive this requirement or alter the requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. Acceptance of insurance from a carrier with a rating lower than A:VII is subject to approval by COUNTY's Risk Manager. PROVIDER shall immediately advise COUNTY of any litigation that may affect these insurance policies.

E. Provider will provide linguistically competent services as needed for Plumas County Clients as resource availability allows. The Provider will have or develop an established Cultural Competency Plan and will provide County with a copy of that Plan or approval letter from the State of California.

F.Provider assures that beneficiaries will not be discriminated against in any manner, including admission practices, placement in special wings or rooms, or provision of special or separate meals.

G.Provider shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

H.EMTALA: In the event of a medical emergency, either psychiatric or non-psychiatric, Provider shall stabilize and treat or transfer in accordance with the Emergency Medical Treatment and Active Labor Act, 42 U.S.C.1395dd ("EMTALA").

I.HIPAA compliance: Both the Provider and the County acknowledge and agree that each party is a covered entity under the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act and the regulations promulgated pursuant thereto found at 45 CFR Parts 160 and 164 (the "Privacy Rule"), Both parties shall abide by all requirements of the Privacy Rule, including the requirements regarding their perspective uses and disclosures of protected health information (as that term is defined in the Privacy Rule) to any third parties as well as each other. In addition, each party shall cooperate with the other party where necessary to assist the other party in meeting the requirements of the Privacy Rule and Security Rule as permitted or required by law. The Provider and the County acknowledge and agree that, to the best of their understanding of the Privacy Rule, neither party is a business associate under the privacy rule.

All other terms, conditions and amendments of the contract between the parties shall remain the same.

COUNTY:

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Peter Livingston, LCSW  
Director  
Plumas County Mental Health

Date \_\_\_\_\_

Reviewed as to form:

---



Steve Mansell  
Plumas County Deputy Counsel  
Date 5/13/14

Approved by BOS:

Jon Kennedy, BOS Chair  
Date \_\_\_\_\_

PROVIDER:

\_\_\_\_\_  
Mike Zauner, CEO  
BHC Sierra Vista Hospital, Inc.

Date \_\_\_\_\_

\_\_\_\_\_  
Nicole Sinclair, CFO

Date \_\_\_\_\_



THOMSON REUTERS

## Order Notification

Contact your representative [brian.d.erickson@thomsonreuters.com](mailto:brian.d.erickson@thomsonreuters.com) with any questions. Thank you.

5F

Order ID: 571253

### Subscriber Information

**Account Address:**

Account #: 1000030333  
 PLUMAS COUNTY COUNSEL  
 LIZ CORTEZ  
 520 MAIN ST RM 301  
 QUINCY, CA 95971  
 US  
 530-283-6240

**Shipping Address:**

Account #: 1000030333  
 PLUMAS COUNTY COUNSEL  
 LIZ CORTEZ  
 520 MAIN ST RM 301  
 QUINCY, CA 95971  
 US  
 530-283-6240

**Billing Address:**

Account #: 1000030333  
 PLUMAS COUNTY COUNSEL  
 LIZ CORTEZ  
 520 MAIN ST RM 301  
 QUINCY, CA 95971  
 US  
 530-283-6240

### Payment and Shipping Information

**Payment Method:**

Payment Method: WestAccount  
 Account Number: 1000030333

**Shipping Information:**

Shipping Method: FREE Ground Shipping - U.S. Only

### Additional Information

## Created By:

Order Source: 27

Revenue Channel: 01

Order Date: 6/18/2014 9:33:20 AM

P.O. Number:

### Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Liz	Cortez	<a href="mailto:liz@countyofplumas.com">liz@countyofplumas.com</a>		Order Confirmation Contact	28

### Internal Comments

- Worksheet West Complete:<https://ordermatation.west.thomson.com/esigs/of.aspx?ordergroupid=5c3f727e25eb4ebabb7aa18fa4da40ce&pfv=true>
- OF Ver:<https://ordermatation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=d3559298f5334641be4ac7d6271ef0d8&isofview=yes>

### New Products - Print

Qty	Product	Material ID	Program Details	Program Codes	List Price	Other	Net Price
1	West Complete Library	40666420			Monthly: \$155.47	Monthly: \$155.47	

**New Subscriptions to include in West Complete:**

Qty	Material ID	Description
1	40645896	Civil Trials and Evidence News (Rutter Group California Practice Guide Newsletter)
1	11226807	Personal Injury (The Rutter Group California Practice Guide)

Existing Subscriptions to include in West Complete:

Qty	Material ID	Description
1	15568796	CJER CA CIVIL PROCEEDINGS AFTER TRIAL BENCHBOOK SUB
1	14850882	CA SMALL CLAIMS COURT BENCHBOOK SUB
1	11226835	TRG CA PRACTICE GUIDE CIVIL APPEALS AND WRITS CH 1-16 TABLES AND INDEX SUB
1	11226777	TRG CA PRACTICE GUIDE CIVIL PROCEDURE BEFORE TRIAL CH 1-13 TABLES AND INDEX SUB
1	40428330	TRG CA PRACTICE GUIDE CIVIL PROCEDURE TRIAL FORMS WITH FORMS ON CD SUB
1	11228412	TRG CA PRACTICE GUIDE CIVIL TRIALS AND EVIDENCE CH 1-18 TABLES AND INDEX SUB
1	40030744	TRG CA PRACTICE EMPLOYMENT LITIGATION SUB
1	11226827	TRG CA PRACTICE GUIDE ENFORCING JUDGMENTS AND DEBTS CH 1-6 TABLES AND INDEX SUB
1	11832626	TRG CA PRACTICE GUIDE REAL PROPERTY TRANSACTIONS SUB

Monthly West Complete Print Charges are billed on the date West processes Subscriber's order and continue for the term of complete calendar months elected by Subscriber above ("Minimum Terms"). If Subscriber elects to terminate any of its West Complete Print products during the Minimum Term, the Monthly West Complete Print Charges will not be adjusted. Upon conclusion of the Minimum Term, the West Complete Print Charges will automatically renew for consecutive 12-month periods (Renewal Term), and the Monthly West Complete Print Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly West Complete Print Charges increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Subscription service may consist of updates and/or supplements to the service, including but not limited to: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials. Subscriber hereby requests that West provide subscription services for the herein-described products, billed as set forth above

36 MONTH WEST COMPLETE PRINT MINIMUM TERM - Subscriber agrees to commit to a Minimum Term of 36 complete calendar months and the Monthly West Complete Print Charges for the second 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the initial 12 months and the Monthly West Complete Print Charges for the third 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the second 12 months.

	Order Subtotal:	N/A
	*Shipping:	TBD
	* Estimated Tax:	TBD
	Order Total:	\$0.00
Products Under 36 month contract term: \$155.47		

Order subtotal does not include subscriptions, tax, or any expedited shipping charges.

**Subscription Service, Passwords and West km Software.** Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc and Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc and Form Builder Data.

**General Provisions for Non Government Subscribers Only.** This Order Notification is subject to approval by West, a Thomson Reuters business (West) in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Notification may not be assigned sublicensed or otherwise transferred without West's prior written consent. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report. Usage Cap for CLEAR Subscribers: In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month.

**General Provisions for Government Subscribers Only.** This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use,

personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products. Usage Cap for CLEAR Subscribers: In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month.

**Returns.** If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Charges for Westlaw and West LegalEdcenter products are non-refundable.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

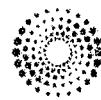
**Signature for Order ID: 571253**

	
Signature of Authorized Representative for order	Title
Printed Name	Date

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Approved as to form:

  
Stanley J. Muller, Deputy  
COUNTY COUNSEL



THOMSON REUTERS®

**Government Accounts Only**

**Addendum to West Order Forms with Assured Print Pricing Service, West Complete or Library Savings Plan**

Subscriber: PLUMAS COUNTY COUNSEL

Account #: 1000030333

Date of Order Form: 06/17/14

1. **Effect of Addendum.** The underlying West Order Form between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Order Form shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Order Form. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Order Form and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form-Non Availability of Funds.** If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year after the initial 12 months of the Minimum Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement on Subscriber's letterhead documenting the reason for cancellation, including the relevant statutory or other legal authority for cancelling (if applicable), and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation.

West, a Thomson Reuters business

Subscriber

Accepted by: \_\_\_\_\_

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

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

Name (please print): \_\_\_\_\_

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

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

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

Approved as to form:

*Stephen J. Manu*, Deputy 6/24/14  
COUNTY COUNSEL