



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF AUGUST 12, 2014 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

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. Ratify Letter of Comments, dated July 29, 2014 submitted on the Draft BDCP and Draft Related EIR/EIS Documents. Discussion and possible action

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

2. DEPARTMENTAL MATTERS

A) SHERIFF – Greg Hagwood

- 1) **PUBLIC HEARING:** Adopt **RESOLUTION** amending the Master Fee Schedule Establishing Service Fees for County Departments (Update MSAG for Dispatching Services). **Roll call vote**
- 2) Authorize the Auditor/Controller to pay two Sav-Mor invoice of \$48.88 and reimburse Sergeant Steve Peay \$167.25 paid to Subway for expenses incurred during a marijuana garden investigation/eradication. Discussion and possible action

B) **PROBATION** – Dan Prince

Approval of over twenty-nine hour work week for all employees filling the class of “Driver-Probation Assistant” (Extra Help). Discussion and possible action

C) **SOCIAL SERVICES** – Elliott Smart

- 1) Authorize the Department of Social Services to hire a candidate for Social Worker I at a Step “C”. Discussion and possible action
- 2) Authorize the Department of Social Services to recruit and fill 2.0 FTE vacant, funded and allocated Social Worker I/II/III positions. Discussion and possible action

D) **PUBLIC WORKS** – Robert Perreault

- 1) Authorize the purchase of a Polaris Ranger XP 900 of \$24,298.18 prior to final adoption of the FY 2014-2015 budget. Discussion and possible action
- 2) Authorize payment of \$154,735 for acquisition of equipment (3 Sweepsters and 1 Air Burner) prior to adoption of the FY 2014-2015 budget. Discussion and possible action

3. BOARD OF SUPERVISORS

- A. Presentation of “Certificate of Appreciation and Recognition” of David Keller, Executive Director of Community Development Commission & Housing Authority thanking him for his years of service to the citizens of Plumas County
- B. Ratify Letter of Comments, dated July 29, 2014, submitted on the Draft BDCP and Draft Related EIR/EIS Documents. Discussion and possible action
- C. Discussion and possible action to consider applications received for 2014 Title III funding; and upon determination of projects, direct the Clerk to schedule and notice a public hearing for final project approval
- D. Discussion and possible action regarding “Wild Land Fire Severity” Report and request of Sierra County to adopt a Resolution
- E. Correspondence
- F. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

4. 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) **ALCOHOL & OTHER DRUG SERVICES**

Adopt **RESOLUTION** to accept ADP Contract Amendment also known as DHCS Contract Amendment from the State of California Department of Alcohol and Drug Programs for Substance Abuse Disorder Services; and authorize the Director of Alcohol & Other Drug Services to sign Contract

B) **PUBLIC WORKS**

- 1) Authorize payment of \$206,000 to Dwight and Carol Ceresola for right-of-way acquisition in conjunction with the Beckwourth-Genesee Road Project
- 2) Approve the 100% Plans and Specifications for the Beckwourth-Genesee Road Project and concurrence with FHWA’s recommendation to authorize the Director of Public Works to sign letter from FHWA and to advertise and award the project

C) **PUBLIC HEALTH AGENCY**

Approve and authorize the Chair to sign Agreement #LGACONSULTANT with Optimas Services, LLC, and Agreement #MAA1415RMTS with Public Consulting Group, Inc. for Medical Administrative Claiming and Targeted Case Management Claiming software and services. Approved as to form by County Counsel

D) COUNTY COUNSEL

Approve and ratify engagement letter and fee agreement with the law firm of Hanson Bridgett LLP for the provision of special legal services and representation regarding an audit review by the Internal Revenue Service having to do with the classification of independent contractors, effective June 30, 2014, and authorize County Counsel to sign the same on behalf of the County of Plumas

NOON RECESS

AFTERNOON SESSION

5. 1:30 P.M. BOARD OF SUPERVISORS

- A. Report and update by Auditor/Controller on Teeter Program and Property Tax Lost Reserve Fund
- B. Report and update by Budget Consultant regarding the FY 2014-2015 Budget. Discussion and possible action

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

Convene as the Governing Board for the Plumas IHSS Public Authority

- A. Conference with staff regarding labor negotiations: In-Home Supportive Services providers represented by the California United Homecare Workers Union, Local 4034, AFSCME/SEIU"

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ACTION AGENDA

SOCIAL SERVICES – Elliott Smart

Adopt **RESOLUTION** Ratifying a Wage Increase Agreed Upon between the Represented IHSS Providers of the California United Homecare Workers Union, Local 4034, AFSCME/SEIU and the Nevada Sierra In-Home Supportive Services Public Authority Acting on Behalf of the Plumas County IHSS Public Authority Governing Board. **Roll call vote**

Adjourn as the Governing Board for the Plumas IHSS Public Authority and reconvene as the Board of Supervisors

CLOSED SESSION, CONTINUED

- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case TIBO-549625; TIBJ-549685; TIBF-364271; and TIBL-455138)
- C. 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
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, August 19, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.

I.B., 3.B.



Plumas County Board of Supervisors
Plumas County Courthouse, 520 Main Street, Room 309
Quincy, CA 95971
Telephone: (530) 283-6170
E-mail: pcbs@countyofplumas.com

Plumas County Flood Control and Water Conservation District
1834 East Main Street
Quincy, CA 95971
Telephone: (530) 283-6268
E-mail: bobperreault@countyofplumas.com

AGENDA REQUEST

for the August 12, 2014 Meeting of the Plumas County Board of Supervisors

August 4, 2014

To: Honorable Governing Board

From: Robert Perreault, Co-Manager, Operations, Flood Control District

Subject: Request Ratification of Letter of Comments, dated July 29, 2014, submitted on the Draft BDCP and Draft Related EIR/EIS Documents

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

What is the BDCP?

The Bay Delta Conservation Plan (BDCP) is a part of California's overall water management portfolio. It is being developed as a 50-year habitat conservation plan with the goals of restoring the Sacramento-San Joaquin Delta ecosystem and securing California water supplies. The BDCP would secure California's water supply by building new water delivery infrastructure and operating the system to improve the ecological health of the Delta. The BDCP also would restore or protect approximately 150,000 acres of habitat to address the Delta's environmental challenges. The BDCP is made up of specific actions, called Conservation Measures, to improve the Delta ecosystem. The BDCP includes 22 conservation measures aimed at improving water operations, protecting water supplies and water quality, and restoring the Delta ecosystem within a stable regulatory framework." [Extracted from a State web page at: <http://baydeltaconservationplan.com>]

Agenda Request for the August 12, 2014 Meeting
Subject: Request Ratification of Letter of Comments, dated July 29, 2014,
submitted on the Draft BDCP and Draft Related EIR/EIS Documents
August 4, 2014
Page 2

Agenda Request Background:

The Contract Extension Project Team for Plumas County did not complete their preparation of a Letter of Comments until July 28, 2014. The deadline for submitting comment was July 29, 2014 and the letter of comments was submitted on the same date.

The draft BDCP EIR-EIS documents may be downloaded electronically at the following internet address:

<http://baydeltaconservationplan.com/PublicReview/PublicReviewDraftEIR-EIS.aspx>

The documents are, collectively, a very large file – requiring 1.3 GB.

Letter of Comments, dated July 29, 2014, and Attachments:

Attached to this Agenda Request is a copy of the Letter of Comments, dated July 29, 2014.

The two (2) attachments to the letter of comments are available for public viewing during normal working hours in the Office of the Clerk to the Board of Supervisors and in the Headquarters Office of the Department of Public Works. The first attachment is 101 pages long and the second attachment is 1 page long.

Recommendation:

The Contract Extension Project Team for Plumas County respectfully recommends that the Board of Supervisors of Plumas County and the Governing Board of the Plumas County Flood Control and Water Conservation District vote to ratify the contents of the letter of comments, dated July 29, 2014, pertaining to the Draft BDCP and Draft Related EIR/EIS Documents, and submitted on behalf of the County of Plumas and the Plumas County Flood Control and Water Conservation District.



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1834 East Main Street
Quincy, CA 95971
Telephone: (530) 283-6268
E-mail: bobperreault@countyofplumas.com

July 29, 2014:

Ryan Wulff, National Marine Fishery Service
650 Capitol Mall, Suite 5-100
Sacramento, CA 95814

Subject: Comments on the Draft BDCP and Draft BDCP EIR/EIS

Delivered via Email on July 29, 2014 to: BDCP.Comments@noaa.gov

Dear Sir:

These comments are submitted on behalf of the Plumas County Board of Supervisors as well as the Plumas County Flood Control and Water Conservation District, hereinafter collectively referred to as "Plumas."

Plumas supports and fully endorses the attached comments previously submitted by San Joaquin County. In this cover letter, Plumas adds other critiques and recommendations, such as:

- The County's and District's unique vantage point as an Area of Origin for the State Water Project (SWP).
- Provider as a State Water Contractor (SWC).
- Service as the local government for a constituency of rural and senior water rights holders.

- The area of Plumas County comprises 72% of the Upper Feather River (UFR) Basin. The UFR Basin is the watershed that drains into Lake Oroville, the largest storage facility in the SWP.
- The Plumas County Flood Control and Water Conservation District is one of 29 State Water Project Contractors,² and one of two SWP Contractors that is not represented by the State Water Contractors organization ¹ (internet address: www.SWC.org).

NOTES:

¹ *The SWC organization is a nonprofit mutual benefit corporation that represents and protects the common interests of its 27 member public agencies in the vital water supplies provided by California's State Water Project ("SWP").*

² *The State Water Project Contractors includes the SWC organization's 27 member public agencies plus Butte County Water and Resource Conservation and, Plumas County Flood Control and Water Conservation District.*

Pertinent Background:

By way of background, Plumas was involved in the lawsuit against the Monterey Amendments, referenced on page 20 of the attached comments. Plumas is a signatory to the Monterey Settlement Agreement, which among other things, binds the Department of Water Resources (DWR) to an open and transparent decision making process for future amendments to the State Water Contracts. Plumas is also a party in the Federal Energy Regulatory Commission (FERC) hydroelectric relicensing lawsuit against DWR and the SWC in regard to the Settlement Agreement for the Lake Oroville storage facility that is referenced on page 22 of the attached comments.

Contract Extension Project:

During the past year, Plumas has participated in the Contract Extension Project negotiations with SWC Inc. and DWR over the governance structure and cost allocation of outstanding debt, continuing maintenance, and future expansion for the SWP.

In good faith, Plumas (and Butte County) brought forth Objective 4 early in the SWP Contract Extension Project, thus:

Original Objective (April 29, 2013)

Butte/Plumas Objective:

To ensure that contractors shall have the option and right to opt out of the cost and burdens and benefits of the Bay Delta Conservation Plan and any implementing and related projects.

Revised Objective (July 9, 2013)

Objective 4: BDCP and DHCCP Participation

The Department and some State Water Project contractors are directly participating in the development of the Bay Delta Conservation Plan (BDCP) and the associated Delta Habitat Conservation and Conveyance Program (DHCCP). The details of the financing and repayment, specifically how the Department will charge each SWP contractor for future costs for implementation of the BDCP and DHCCP, has not been determined. Each contractor's participation in the implementation and financing of the BDCP and DHCCP should be voluntary. The Agreement in Principle and subsequent contract amendments should limit each contractor's obligation to fund any implementing and related BDCP and DHCCP projects to only to those contractors that agree to participate in those projects. Butte and Plumas shall not be responsible for any costs incurred by the Department for the BDCP and DHCCP unless each of them agrees to pay for such costs in the Agreement in Principle and subsequent contract amendments to the Statement of Charges.

Notwithstanding the fact that, following July 9, 2013, some 18 additional public negotiating sessions were available to publicly discuss and evaluate Revised Objective No. 4, the Public Negotiation participants of the Contract Extension Project – over the clear objections of Butte County and Plumas County – did not include Objective 4 in the draft Agreement in Principle (AIP) document that is now being circulated to the SWP Contractors for signature.

The AIP will form the basis for the description of the project in the DEIR for the SWP Contract Extension Project. It is an essential financing assurance for the BDCP. Plumas has been invited to join a future negotiation on cost allocations for the BDCP among SWP Contractor beneficiaries, a process that is presently scheduled to commence sometime in December 2014.

Unfortunately, the schedule proposed for continued cost allocation negotiations among State Water Contractors will prevent even successful outcomes from being analyzed either in this EIR-EIS or in the DEIR that will be circulated for the SWP Contract Extension Project. Furthermore, agreements among the SWP Contractors that may be reached in this future process may not be binding either on DWR or on the Federal CVP contractors.

Accordingly, there is confusion how and when the public will be able to participate in the cost allocation analysis for the BDCP project. Without an opportunity to fully participate in the cost allocation analysis, how can the public influence the final determination of BDCP project costs and benefits?

Fair Taxation Concerns:

Plumas is dismayed to read in the BDCP draft EIS/EIR, as discussed in the attached comments, that the newly released Implementation Plan fails to disclose the real costs of the entire project and how those costs will be apportioned among the State and Federal Contractor “beneficiaries” as well as what costs will be borne by the public through bonds or property tax increases in the export service areas for the SWP and the Central Valley Project CVP. This omission is discussed in the attached comments on Page 9 in the section titled, “Failure to Ensure Adequate and Reliable Sources of Funding”.

Plumas also attaches and incorporates a letter by the Howard Jarvis Taxpayers Association that supports Plumas’s position that costs be clearly described, cost allocations be affirmed by the beneficiaries in a public process, and that liabilities associated with unforeseen and underestimated costs be clearly described and addressed.

As a local government that is bound by the requirement that new taxes be supported by a vote of the beneficiaries/taxpayer, Plumas is concerned that this lack of clarity of costs and cost allocations amounts to a blank check for the proposed “Authorized Entity Group” (AEG).

A vote on the BDCP Tunnels Project by the taxpayers of California is not required. Instead, the California State Legislature created the Delta Stewardship Council in 2009 by enacting SBX7 1, the Delta Reform Act. The Council’s primary mission is to adopt a comprehensive management plan for the Sacramento-San Joaquin Delta (the “Delta Plan”) that achieves the “co-equal goals” of providing a more reliable water supply for California and protecting, restoring, and enhancing the Delta ecosystem.

Therefore, Plumas recommends that the final EIR/DEIS fully disclose and integrate compliance with the cost of service requirements of the California Constitution Article XIII A and C (Propositions 13, 26, and 218) with the “co-equal” goals for the BDCP Tunnels Project. This has not been accomplished to date, and deferring such decisions to the AEG in the Implementation Agreement does not allow the Delta Stewardship Council to escape their delegated legislative responsibility to uphold California constitutional financing standards.

Senior Water Rights Concerns:

The AEG has also been given the authority in the Implementation Agreement (IA) for the draft BDCP EIR/EIS to use “adaptive management” to amend the mitigations and conservation measures CM2-22. Plumas is deeply concerned that this authority could be used to overturn existing water rights priorities in California, by granting the junior water rights CVP and SWP Contractors immunity from state and federal endangered species and water quality inflow and outflow requirements in the Bay-Delta Estuary. A foreseeable result of new and potentially unlawful authority granted to the AEG in the IA for the BDCP EIR-EIS is that this adaptive management authority could be used to make senior water rights holders, especially in the

Sacramento River and in-Delta portions of the Bay-Delta watershed responsible for providing flows to meet fishery, environmental habitat, and water quality requirements in the Bay-Delta Estuary. Under existing CVP and SWP contracts, the junior water rights holders with contracts to use CVP and SWP project water are responsible for meeting ESA and Water quality standards in the Bay-Delta Estuary that are associated with their water export operations in the Bay-Delta. As discussed in the attached comments on Page 25, *“Although the BDCP and the EIR-EIS simply assume that the project will be benign for holders of water rights, the State Board’s comments on the administrative draft EIR-EIS reveal a problem persisting in the latest draft: ‘implementation of the BDCP project will require changes to water rights and water right requirements. Further, the proposed project may affect other legal users of water through changes in salinity and flows.’”*

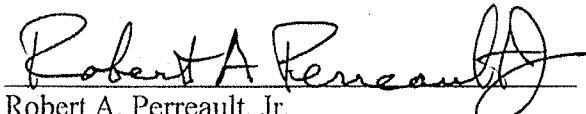
The risk of this outcome is unacceptable, unlawful, and is not avoided by simply ignoring it in the EIR-EIS. Plumas strongly recommends that a clear discussion of the IA and the CM-1’s affects on senior water rights be included or the EIR-EIS analysis is fatally deficient and vulnerable to legal challenge.

As the attached comments describe in detail in Exhibit A, the BDCP and the BDCP EIR-EIS is a project with considerable uncertainties about its environmental benefits, about its overall costs and cost allocations to CVP and SWP contractors as well as to the California taxpayers.

Conclusion

In conclusion, Plumas vigorously opposes the BDCP project and the BDCP EIR-EIS as currently presented. Plumas recommends that the EIR-EIS document, its proposed CM-1 project and its proposed IA governance structure be withdrawn, redesigned, reanalyzed, and re-circulated for at least 120 days of public comment.

Signed on behalf of the Board of Supervisors for the County of Plumas and on behalf of the Plumas County Flood Control and Water Conservation District, by:



Robert A. Perreault, Jr.
Director of Public Works, Plumas County and
Co-Manager, Plumas County Flood Control and Water Conservation District

Enclosures:

- A. County of San Joaquin Comments, dated June 23, 2014, on the Draft BDCP and Draft BDCP EIR/EIS; including other related documents (101 Pages)
- B. Letter, dated April 11, 2014, from Howard Jarvis Taxpayers Association to California Resources Agency (2 Pages)

JH.I.

RESOLUTION NO. 14-

**A RESOLUTION AMENDING THE MASTER FEE SCHEDULE
ESTABLISHING SERVICE FEES FOR COUNTY DEPARTMENTS**

WHEREAS, the Board of Supervisors has previously adopted a Master Fee Schedule establishing service fees for County departments and such Master Fee Schedule has been revised and amended from time-to-time; and,

WHEREAS, the Master Fee Schedule now needs further revision to add fees for the Plumas County Sheriff's Office.

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

1. The Master Fee Schedule initially adopted by Resolution No. 05-7130 and revised and amended from time-to-time is hereby further amended as referenced by Exhibit "A" attached. The fees and charges as set forth in Exhibit "A" supersedes the fees and charges previously adopted to the extent such previous fees and charges are inconsistent with the fees and charges set forth in the attached Exhibit "A".
2. The fees set forth in the attached Exhibit "A" shall take effect on the date of adoption of this Resolution notwithstanding any provision to the contrary.
3. Any existing fee not included in this Resolution or amendment thereafter shall remain in full force and effect according to its specific authorization, whether by Board order, Resolution, Ordinance, or State law.
4. The Board reserves authority to waive all or a portion of any fee, in the public interest, when the fee is charged to a local public entity.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 12th day of August, 2014.

AYES:

NOES:

ABSENT:

Jon Kennedy, Chair

ATTEST:

Nancy DaForno, Clerk of the Board

Plumas County Sheriff's Office ~ Fees for Services

Service	Fee	Notes
Report Copies	\$15.00 for up to three (3) pages & \$1.00/pg for each additional page	\$3.00 deposit
CAD Call Copies	\$6.00 each call	\$3.00 deposit
CCW Permit - Initial	\$100.00 (PSCO fee)	\$20.00 (20%) due w/ application & \$80.00 due upon approval - does not include fingerprint fee or DOJ fees
CCW Permit - Renewal	\$25.00	(Does not include DOJ fees)
CCW Permit - Amendment	\$10.00	
Explosive Permit-over 100 lbs	\$28.00 ea	
Explosive Permit-under 100 lbs	\$28.00 ea	
License to Sell Concealable Firearms - Initial	\$55.00 ea.	
License to Sell Concealable Firearms - Renewal	\$30.00 ea.	
Letter of Reference	\$25.00 ea.	
Christmas Tree Transportation Tags w/ full sale contract	\$30.00/tag	Full sale contract = 6 or more trees
Christmas Tree Transportation Tags w/o full sale contract	\$10.00/tag	w/o full sale contract = 5 or less trees
Secondhand Dealer's License - Initial	\$70.00	Does not include fingerprint fees or DOJ fees.
Secondhand Dealer's License - Renewal	\$40.00	NO CHANGE - Does not include DOJ fees.
Vehicle Inspection Certification per CVC 40616	\$17.00/ certification	PER GC 26746.1
False Alarm Activation	1st-3rd = \$ 0.00 4th-6th = \$ 50.00 7th-9th = \$100.00 10th-up = \$150.00	Per response in a calendar year.
Repossession Reports	\$15.00/ea.	
Public Records Request	.10 cents per page	GC 6253.b
Background Check	\$15.00 ea.	
Local Criminal Offenders Record Check	\$25.00 ea.	
Security Services - (Reserves)	\$25.00/hr	Four hour minimum.
Search & Rescue	Actual cost billed to county of residence	
Audio Reproduction	\$55.00 ea.	
Video/Photo Reproduction	\$50.00 ea.	
Coroner Pick Up Fee	\$100.00	Actual costs not to exceed \$100
Witness Fee	\$275.00/day of testimony	Plus additional expenses if applicable.
Towing Expense	Actual costs incurred	Service Provided by Vendor
Towing Expense	\$135.00	Service Provided by Sheriff's Office
Vehicle Impound/Storage Fee	\$150.00	
Weapon Storage Fee	\$100.00 per weapon	
Fingerprinting Service	\$20.00 per card	
Livescan Fingerprinting	\$20.00 ea	Does not include DOJ/FBI fees if applicable.
Booking Fees	\$150.00	
Book & Release Fee	\$30.00 per ea book & release	(Inmates not housed/weekenders)
Prisoner Keep/Contract Housing	Current daily jail rate from BSCC	
Inmate Medical	\$3.00/ea.	Inmate initiated medical visit.
Inmate Medication	\$.50/dose	Over the counter medications
Work Release	\$40.00/day	In lieu of jail time.

Work Release Rescheduling Fee	\$15.00 ea.	
Electronic Monitoring Implementation Fee	\$100.00	Initial set up fee
Electronic Monitoring Daily Fee	\$10.00 / day	Daily Fee
Alarm System Permit - Initial	\$45.00	
Alarm System Permit - Renewal	\$25.00/yr	
Non-Registered Alarm System	\$50.00 per false alarm	Charged in addition to excessive false alarm activation fees. May be waived by Sheriff if alarm system is registered within 10 days of violation.
False Alarm Caused by Alarm Company	Assessed at the same level as alarm user	If determined that false alarm was caused by alarm company
Failure to Verify Alarm System Signals	\$50.00 each	Charged to alarm monitoring company
Late Fee (<i>alarm system registration renewal</i>)	\$10.00	If renewal is more than 30 days late.
Update MSAG for Dispatching Services - Initial	\$500.00	First Block of 25 addresses
Update MSAG for Dispatching Services - Additional	\$248.00	Each additional block of 25 addresses

**Methodology Worksheet to Determine
Fee, Charge or Assessment
For FY 14-15**

Date of Last Change: NEW

Department: Sheriff
Dept. # 70330 Fund # 0001S
Program: Other Service

Code Section

initial

1 Update MSAG for Dispatching Services (first 25 addresses)
(Common Name of Service)

2 Departmental Overhead

A. Determine annual salary and benefit cost per overhead employee, plus \$320.40 for dept. head life insurance and \$759.64 for each employee for 'general' insurance costs. (Reference budget for salary and benefit totals). Detail calculation for each employee. \$513,348

<u>Sheriff</u>	<u>\$189,409.64</u>
<u>Assistant Sheriff - Operations</u>	<u>\$164,518.08</u>
<u>Assistant Sheriff Administration</u>	<u>\$159,420.50</u>
<u>\$513,348.22</u>	

Note: Overhead employees are those that provide general direction or support to the department (Department head, secretary, assistant department head, account clerk, supervisor).

B. General Service/Supply costs to department (copy machine, training, maintenance contracts, janitorial, etc.). \$0

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\$ -

C. Other general charges (detail) \$0

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\$ -

\$ -

Total Departmental Overhead Cost (2A through 2C) **\$513,348**

3 Estimate total percentage of staff hours spent on this services per month or year. (circle) 0.0100%

4 Multiply the Total Departmental Overhead cost by the percentage in #3 (example 15% x \$50,000=\$7,500)

Total overhead cost related to this specific service

\$51

5 Direct costs

A. As noted in #2, determine the total cost for each person in the department who spends any time on this service. Compute their hourly rate by dividing their total salary and benefit cost (plus \$1,010 each for general insurance costs) by 2080 hours. (Example-\$23,781 divided by 2080 hours equal an hourly rate of \$11.43 per hour). If several employees provide the service, you may average their annual salary and benefit cost. (Detail this calculation for each employee).

Administrative Deputy/Communications Specialist

\$ 56.19

Communications Supervisor (Records)

\$ 41,35

B. Determine the average amount of time that each person spends in providing the service, processing the permit, etc. Some activities will take longer, some less-determine the average. (Detail this calculation for each employee)

Administrative Deputy/Communications Specialist

2.50 hours

Communications Supervisor (Records)

6.75 hours

C. Multiply the average time requirement for each employee or class of employee by the average hourly rate. (Detail calculation per employee).

Administrative Deputy/Communications Specialist

Communications Supervisor (Records)

$$x = 2.50 \approx 140.49$$

$$x \quad 6.75 \quad = \quad 279.12$$

0.00

x 0.00 = \$ -

✓ 0.00

0.00

Total Employee Costs for this activity

\$ 420

D.	Determine the average cost for service and supply (paper, photo copy-\$.10 ea., Postage, envelopes, mileage cost, pass through sub-contractor cost, telephone etc. (Detail costs).	\$ _____
	_____	_____
E.	Other special equipment (life of equipment divided by number of uses per year) or special costs (detail costs).	\$0
	_____	_____
	Total of all Direct charges (5A through 5E)	<u><u>\$420</u></u>
6	Total of all Overhead and Direct charges (4 plus 5)	<u><u>\$471</u></u>
7	Indirect overhead cost Multiply the total overhead and direct costs by 6.91% the percentage indicated in this packet for your department.	<u><u>\$33</u></u>
8	Total overhead, direct and indirect cost of service (6 plus 7)	<u><u>\$503</u></u>
9	Average number of permits or services per year.	<u>1</u>
10	Average cost of processing each permit or providing a service (divide #8 by #9) round up or down to nearest dollar.	<u><u>\$503</u></u>
11	Recommended fee, charge or assessment (please explain if the recommended charge is less than cost of providing the service - other than rounding).	<u><u>\$500</u></u>

Comments:

**Methodology Worksheet to Determine
Fee, Charge or Assessment
For FY 14-15**

Date of Last Change: **NEW**

Department: Sheriff
Dept. # **70330** Fund # **0001S**
Program: Other Service

Code Section

1 **Update MSAG for Dispatching Services (each additional block of 25 addresses)**
(Common Name of Service)

2 **Departmental Overhead**

A. Determine annual salary and benefit cost per overhead employee, plus \$320.40 for dept. head life insurance and \$759.64 for each employee for 'general' insurance costs. (Reference budget for salary and benefit totals). Detail calculation for each employee. **\$513,348**

Sheriff	\$189,409.64
Assistant Sheriff - Operations	\$164,518.08
Assistant Sheriff Administration	\$159,420.50
<u>\$ 513,348.22</u>	

Note: Overhead employees are those that provide general direction or support to the department (Department head, secretary, assistant department head, account clerk, supervisor).

B. General Service/Supply costs to department (copy machine, training, maintenance contracts, janitorial, etc.). **\$0**

<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>
	\$ -

C. Other general charges (detail) **\$0**

<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>
	\$ -

Total Departmental Overhead Cost (2A through 2C) **\$513,348**

D.	Determine the average cost for service and supply (paper, photo copy-\$.10 ea., Postage, envelopes, mileage cost, pass through sub-contractor cost, telephone etc. (Detail costs).	\$ _____
	_____	_____
E.	Other special equipment (life of equipment divided by number of uses per year) or special costs (detail costs).	\$0
	_____	_____
	Total of all Direct charges (5A through 5E)	<u><u>\$180</u></u>
6	Total of all Overhead and Direct charges (4 plus 5)	<u><u>\$232</u></u>
7	Indirect overhead cost Multiply the total overhead and direct costs by 6.91% the percentage indicated in this packet for your department.	<u><u>\$16</u></u>
8	Total overhead, direct and indirect cost of service (6 plus 7)	<u><u>\$248</u></u>
9	Average number of permits or services per year.	<u>1</u>
10	Average cost of processing each permit or providing a service (divide #8 by #9) round up or down to nearest dollar.	<u><u>\$248</u></u>
11	Recommended fee, charge or assessment (please explain if the recommended charge is less than cost of providing the service - other than rounding).	<u><u>\$248</u></u>

Comments:



Office of the Sheriff *3H2*

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

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: July 31, 2014

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood *GHH*

RE: Agenda Item for the meeting of August 12, 2014

Recommended Action:

Approve and authorize Auditor to pay two Sav-Mor invoices in the amount of \$48.88 and reimburse Sergeant Steve Peay \$167.25 paid to Subway for expenses incurred by the Sheriff's Office for a marijuana garden investigation/eradication.

Background and Discussion:

Supplies for SWAT team and support staff during a multiagency marijuana eradication in a remote area of the County. Given the location, weather and time required it was necessary to provide this support to maintain the officers' health and safety.

2014007099

\$ SAV-MOR \$
FOODS

Store 17 - 1947 E. Main St. Quincy
Phone 530/283-2370

2 @ 3.88	PURE LIFE WATER	6.76 F
2 @ 0.68	CRV	NP
9 @ 0.68	POWERADE LEMON-LIM	6.12 F
9 @ 0.10	CRV	NP 0.30 F
9 @ 0.68	POWERADE STRAWLEM	6.12 F
9 @ 0.10	CRV	NP 0.90 F
2 @ 0.68	POWERADE ZERO LL	1.36 F
2 @ 0.10	CRV	NP 0.20 F
2 @ 0.68	POWERADE ZERO STRA	1.36 F
2 @ 0.10	CRV	NP 0.20 F
	POWERADE ZEROGRAPE	0.68 F
	CRV	NP 0.10 F
2 @ 0.68	POWERADE MT BLAST	1.36 F
2 @ 0.10	CRV	NP 0.20 F
3 @ 0.68	POWERADE SR MELON	2.04 F
3 @ 0.10	CRV	NP 0.30 F
1 @ 2.28	CRUSHED ICE 10LB	9.12 B
2 @ 0.68	ICE 2 BAGS	1.36 F
	TAX	0.68
*** BALANCE 40.44		

PAYMENT TYPE: SAV MOR CHARGE
AMOUNT: \$40.44
ACCOUNT NUMBER: 170027
INVOICE NUMBER: 166171307/28/14

VF	SAV MOR CHARGE	40.44
	CHANGE	0.00
TOTAL NUMBER OF ITEMS SOLD = 64		

***** YOUR SAVINGS *****
STORE COUPONS: 1.36
TOTAL SAVINGS: 1.36

07/28/14 04:46PM 17 13 166 11226

2014007099

\$ SAV-MOR \$
FOODS

Store 17 - 1947 E. Main St, Quincy
Phone 530/283-2370

4 @ 2.28	CRUSHED ICE 10LB	9.12 B
2 @ 0.68	ICE 2 BAGS	1.36-F
	TAX	0.68
**** BALANCE 8.44		

PAYMENT TYPE: SAV MOR CHARGE
AMOUNT: \$8.44
ACCOUNT NUMBER: 170027
INVOICE NUMBER: 117171207/29/14

VF	SAV MOR CHARGE	8.44
	CHANGE	0.00

TOTAL NUMBER OF ITEMS SOLD = 4

***** YOUR SAVINGS *****
STORE COUPONS: 1.36
TOTAL SAVINGS: 1.36

07/29/14 04:39PM 17 12 117 14671

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Visit Our
facebook
Page



Specials,
Recipes,
Ideas..

CUSTOMER SERVICE HOTLINE 877-728-6671

**** Our Receipts are BPA-Free ****

Your eligible dollars on this purchase
\$7.76

You can receive a 25 cent per gallon
reward by making a simple purchase of
\$75 or more of eligible items.

One fuel reward per eligible
transaction.

Reward is limited to 1 fuel purchase.
Limit 30 gallons or \$75 on debit or
credit card purchases at the pump.

Reward expires on 9/8/2014.
All promotions have restrictions and
exclusions - Please see store for
details.

COPY

#2014007099

SALE RECEIPT

Store #40018 tkc 07/31/14 14:05:22

Subway Sandwiches & Salads

23 Crescent St

283-3303

Quincy CA 95971

530-283-3303

*****GET A FREE COOKIE*****

With any sandwich purchase!

go to www.tellsubway.com

to complete our survey.

Validation code: _____

Bring receipt with code to redeem offer.

Trans# 118 Clerk 25 Steph

Dwr1 TRDT 073114 Reg-ID REG-MAIN

Receipt # 0000074775

--- ITEM ---	QTY	PRICE	MEMO	PLU
ROAST BEEF	fr 7	T \$ 7.95		10221
		=\$ 55.65		
HAM&CHEESE	fr 6	T \$ 6.15		10225
		=\$ 36.90		
CCC	fr 6	T \$ 5.50		10211
		=\$ 33.00		
TURKEY	fr 6	T \$ 6.95		10223
		=\$ 41.70		

SUBTOTAL \$ 167.25

Sales Tx \$ 0.00

TAKE-OUT	**TOTAL	\$ 167.25
Cash	AMT TEND	\$ 170.00

CHANGE DUE	\$ 2.75
------------	---------

Try your sandwich toasted!!



Dan Prince, Chief Probation Officer

AB

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

DATE: July 22, 2014

TO: Honorable Board of Supervisors

FROM: Dan Prince, Chief Probation Officer

SUBJECT: Request for approval of over twenty-nine hour work week for all employees
filling the class of Driver-Probation Assistant (Extra-Help)

Recommendation

Pursuant to the provisions of the Board of Supervisors Resolution 14-7975, authorize employees filling the classification of Driver-Probation Assistant to exceed the 29 hour work week subject to the direction of the Probation Department.

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. The Probation Department utilizes an extra help group of employees classified as Drivers-Probation Assistants. These employees perform transport duties for juveniles in custody to and from juvenile hall facilities. Given this, there can be situations where meeting the Court-ordered requirement for transportation would cause a driver to exceed 30 hours in a work week considering the juvenile halls are out of county. In consideration of this, the department believes it is prudent to request the approval for all drivers identified as Driver-Probation Assistant to be approved to exceed 29 hours in a work week subject to the request and direction of the Probation Department.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

dc 1

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

ELLIOTT SMART
DIRECTOR

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

DATE: JULY 29, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR AUGUST 12, 2014

RE: REQUEST TO APPOINT A SOCIAL WORKER I AT THE "C" STEP OF
THE PAY RANGE

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to appoint a candidate for a Social Worker I vacancy at the "C" range for Social Worker I.

Background and Discussion

County Personnel Rules found at Section 6.03, Salary Step at Hiring, provide that the Department Head may, upon the approval of the County Administrative Officer, appoint at Steps C, D, or E based upon the applicant possessing extraordinary qualification. In the absence of a CAO, the Department brings this request to the Board of Supervisors for approval.

The Department is prepared to make an offer of employment to a candidate for Social Worker I in the Department's Adult Services program. The candidate the Department is considering has very recent background in interviewing and providing services to the senior population and to disabled individuals through her work in the court system. We believe this background is the type that is contemplated in hiring at an advanced step and therefore recommend approval of the "C" step of the range for Social Worker I.

Financial Impact

There is no financial impact to County General Fund dollars.

Copy: Ms. Leslie Mohawk, Program Manager



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

1c2

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

ELLIOTT SMART
DIRECTOR

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

DATE: JULY 29, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR AUGUST 12, 2014

RE: AUTHORIZATION TO FILL TWO VACANT AND FUNDED SOCIAL WORKER I/II/III POSITIONS AND A SENIOR SOCIAL WORKER IN THE DEPARTMENT'S CHILD WELFARE SERVICES AND ADOPTIONS PROGRAMS

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill two vacant and funded Social Worker II/II/III positions and a vacant and funded Senior Social Worker position in the Department of Social Services as soon as administratively possible.

Background and Discussion

The Department of Social Services has experienced two recent vacancies in the class of Social Worker I/II/III. One of the vacancies occurred on July 9, 2014, when the incumbent was promoted to fill a Social Worker Supervisor position which became vacant on June 28, 2014. A second vacancy occurred on August 8, 2014 when the incumbent resigned her position. In addition to the above, the Department has also received notice that a Senior Social Worker assigned to the Adoptions Program will leave the Department effective August 15, 2014 to accept a similar position in Glenn County's Department of Social Services.

Two of the vacancies is in the Department's Child Welfare Services programs. As explained more completely in the accompanying documents, these positions are part of our child protective services system and are therefore, critical for assuring child safety.

The Senior Social Worker position is assigned to the Adoptions Program. State law mandates that employees working in the Adoptions program have a master's level degree. For these purposes, that is the Master's Degree in Social Work or MSW.

A Table of Organization showing the vacancies is also attached. Although it is not shown on this Table, the Department has experienced seven vacancies in social worker positions assigned to Child Welfare Services programs in a span of only 33 months, or in a period of less than three years. The average stay for a social worker who resigned during this time period was just under fourteen (14) months. In exit interviews with the employees, four of the seven specifically mentioned pay rate as one factor in their reason for leaving.

Financial Impact

The positions are funded in this year's County budget. There is no impact to the County General fund as the positions are funded by State, Federal and Realignment dollars.

Copy: DSS Management Staff

Enclosures

Position Classification: Senior Social Worker

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description: This position is responsible for the Adoptions Program. The incumbent performs home visits to children who are in adoptive homes, performs adoptive home finding activity and assesses the need for assistance under the Adoptions Assistance Program. The incumbent also is the liaison with the Superior Court in all court-related reports including those connected with concluding an adoption.

Funding Sources: The funding to support this position comes from federal pass through dollars, state general fund and county realignment dollars. There is no cost to the County's General Fund associated with this position.

Position Classification: Social Worker I/II/III

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 2011 Realignment 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 the investigation of allegations of abuse or neglect of children. The incumbents also perform case management activities that support mitigation of the systemic family elements that have led to abuse or neglect of children. A significant component of the job includes reporting to the Plumas County Superior Court regarding the status of families who have had children removed from their care and custody. 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 1991 and 2011 Realignment dollars. There is no cost to the County's General Fund associated with these positions.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Social Worker – 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?

Answer: The position is assigned duties that include public protection, specifically providing services to abused and neglected children.

- How long has the position been vacant?

Answer: There are two positions requested. One was vacated effective June 27, 2014. A second position became vacant on August 8, 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 may not be protected from abuse leading to potential tragic circumstances.

- 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.**

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Senior Social Worker – Adoptions Program

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

Answer: Yes. The Board of Supervisors has authorized county operation of the Adoptions 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 funded in the current budget and has no General Funds associated with it.

- How long has the position been vacant?

Answer: The position will become vacant on August 15, 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: Other counties are structured in a very similar way. The state determines appropriate staffing levels and funds accordingly.

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

Answer: We will not be able to process perform tasks associated with the Adoptions Program.

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

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

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

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

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

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

Answer: No.

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

Answer: No.

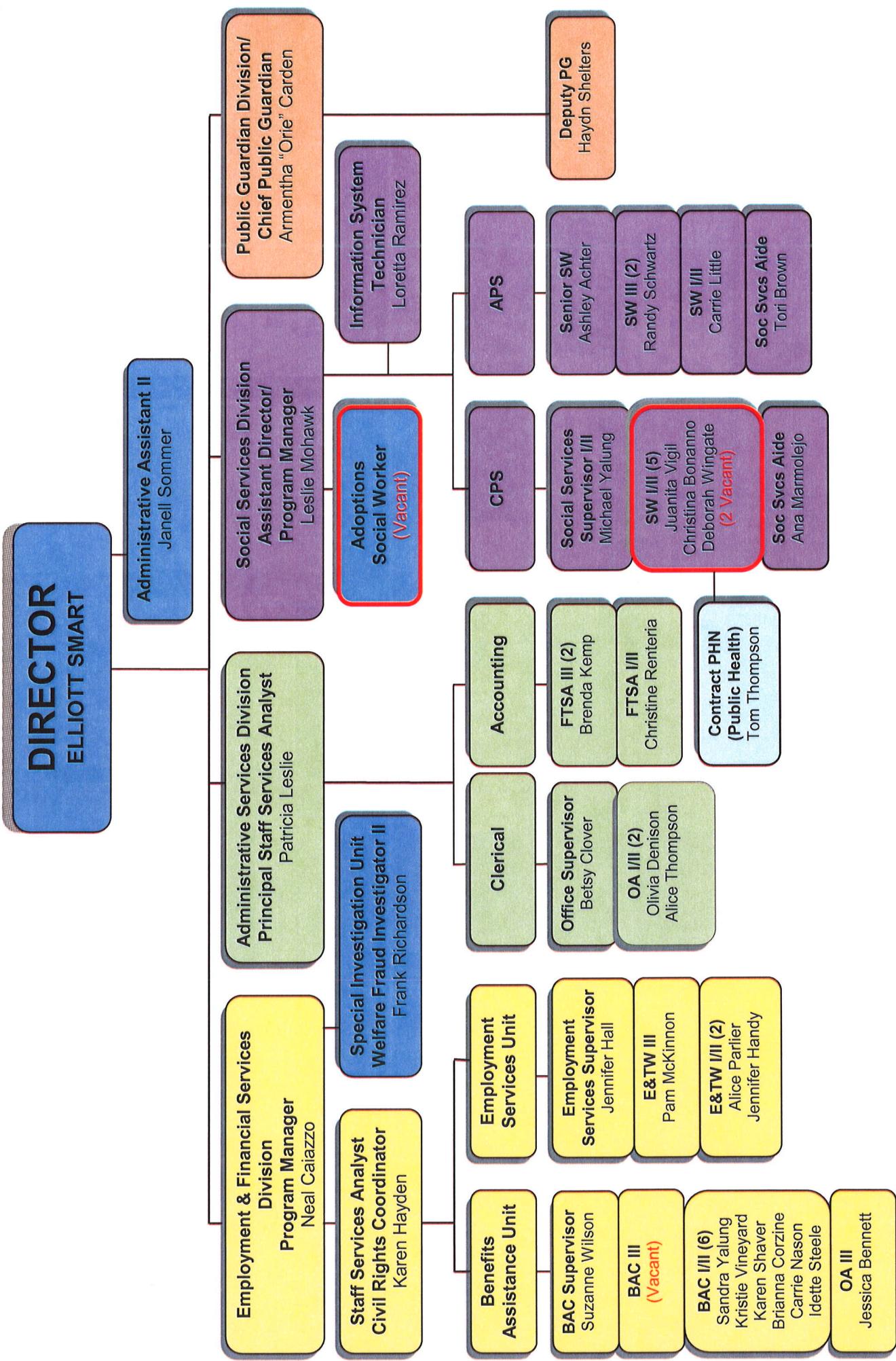
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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

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

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

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Facsimile (530) 283-6323
Robert A. Perreault, Jr., P.E., Director Joe Blackwell, Deputy Director



AGENDA REQUEST

For the August 12, 2004 meeting of the Plumas County Board of Supervisors

August 4, 2014

To: The Board of Supervisors

From: Bob Perreault, Public Works Director

Subject: Authorize purchase of a Polaris Ranger XP 900, from the FY14/15 Budget. Prior to Final Adoption, in the amount of \$24,298.18

Background:

The Public Works Department applied for and received grant funding from the California Department of Parks and Recreation, Off-Highway Motor Vehicle Division, Grants and Cooperative Agreement Program to purchase a new Polaris Ranger XP 900 (UTV). This involves one (1) of four (4) approved grants. These grants are funded on a reimbursable basis. The UTV will be used during the grant period to help install signage along county roads listed on the Plumas County Multi-Use Roadway Network informing the traveling public that the roads are open for off-highway vehicle use. The UTV will also be used during safety assessments of gravel roadways and during spring opening to verify optimal snow depths prior to removal.

The Road Department currently has funding available in its Acquisition line item to cover this purchase.

The purchase price is through a contract (#090512-PSI) with the National Joint Powers Alliance of which the Public Works Department is a member, (#47164), which authorizes the Department to purchase the equipment on a sole-source basis.

The Polaris Ranger XP 900 will be supplied by DuPont Power Tools, a local supplier

Recommendation:

Public Works staff respectfully recommends that the Director of Public Works be authorized to purchase a new Polaris Ranger XP 900 for \$24,298.18, using Road Dept. acquisition funds prior to final adoption of the FY 14/15 budget.

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS



AGENDA REQUEST

For the August 12, 2014 meeting of the Plumas County Board of Supervisors

August 4, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Public Works Director 

Subject: Approve Expenditure of \$154,735 from Public Works – Road Department to pay for Acquisition Equipment prior to the final adoption of the FY 14/15 budget.

Background:

Several pieces of equipment were ordered during FY 13/14 but were not delivered prior to June 30, 2014. This was anticipated during the FY 14/15 budget preparation and funds have been budgeted appropriately to pay for these items.

Last week the Department received three (3) Sweepsters totaling \$97,376. On August 7, the Air Burner is scheduled to be delivered, with payment due in the amount of \$57,359.00.

The total amount of the 2 line items is \$97,376 plus \$57,359 equals \$154,735.

Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors approve payment for the above described equipment from an Acquisition line item, in the amount of \$154,735, prior to final approval of the FY 14/15 Road Department Budget.

2013 HR 2389 TITLE III

<u>APPL. NO.</u>	<u>APPLICANT</u>	<u>CATEGORY/PROJECT</u>	<u>AMOUNT REQUESTED</u>	<u>STATUS</u>
			\$	
1	Plumas County Sheriff/Office of Emergency Serv. Dean Canalia	Category II	\$ 135,000	APPROVED
2	Plumas County Sheriff Search & Rescue Dean Canalia	Category II	\$ 25,000	APPROVED
3	Wild Land Urban Interface Fuels Coordinator Robert Meacher	Category I	\$ 60,000	DENIED
4	Plumas County Office of Emergency Services Plumas County Wildland Fire Prevention Jerry Sipe	Category I	\$ 75,000	APPROVED
5	Senior/Disabled Defensible Space Assistance Plumas County Fire Safe Council Jerry Hurley	Category I	\$ 37,484	APPROVED
RECEIVED FOR 2013				
TOTAL ALLOCATED/EARMARKED				
APPLICATION NO. 3 DENIED				
BALANCE				
			\$ -	

31

<u>APPL. NO.</u>	<u>APPLICANT</u>	<u>CATEGORY/PROJECT</u>	<u>AMOUNT REQUESTED</u>	<u>STATUS</u>
1	Plumas County OES Wildfire Prevention Jerry Sipe	II III	\$ 90,000.00	
2	Plumas County Sheriff Search & Rescue Dean Canalia	II	\$ 25,000.00	
3	Plumas County Sheriff OES Radio Tower and Vault Project Dean Canalia	II	\$ 130,482.86	
4	Plumas County Fire Safe Council Coordination 2016-2018 Nils Lunder	III/III	\$ 100,000.00	
		CONTINGENCY BALANCE RECEIVED FOR 2014		
			\$ 59.02	
			\$ 245,482.86	
		TOTAL APPLICATIONS		
			\$ 345,482.86	
		BALANCE		
			\$ (99,941)	

Category I

Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires

Category II

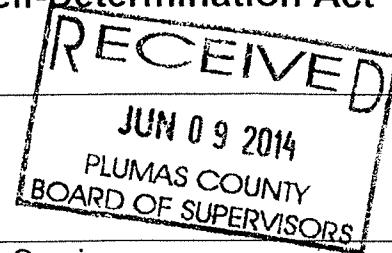
Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved or (b) paid for by the participating county

Category III

Develop community wildfire protection plans in coordination with the Secretary of Agriculture

2014 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

1



<p>1. Project Title: Plumas County Wildfire Prevention</p> <p>Group Submitting Project: Plumas County Office of Emergency Services</p>	
Requested Grant Amount: \$90,000	Funding Period: 7/1/2015 to 6/30/2016
	Contact Name: Jerry Sipe
	Address: 270 County Hospital Road #127 Quincy, CA 95971
	Phone: 530-283-6367
	E-Mail: jerrysipe@countyofplumas.com
<p>2. Project Summary</p> <p>This project continues wildfire prevention, planning, mitigation and response efforts throughout Plumas County by assisting, creating and updating community wildfire protection plans, fire prevention planning, outreach and education, and ongoing activities of the Fire Prevention Specialist.</p>	
<p>3. How does the project address the activities authorized by Title III? Check all that apply:</p> <p><input checked="" type="checkbox"/> I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.</p> <p><input checked="" type="checkbox"/> II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.</p> <p><input type="checkbox"/> III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.</p> <p>Explain: See project work plan below.</p>	

2014 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

4. Project Workplan:

- Facilitate continued cooperation and coordination between and among Plumas County Firesafe Council, Plumas County Fire Chief's Association, existing Fire Protection (or service) Districts, Cal Fire, US Forest Service and other fire prevention agencies by regularly attending meetings, providing updates, developing reports and providing wildfire prevention information and knowledge as appropriate.
- Work to increase the number of Firewise Communities throughout Plumas County through education and outreach to the local fire departments, various community organizations and the public.
- Provide wildfire prevention consultation and advice upon request to the Plumas County Planning Department and the Plumas County Planning Commission through review and comment on various plans and documents including but not limited to the draft Plumas County General Plan and the associated environmental document, and the county's Multi-hazard Mitigation Plan.
- Facilitate input from Plumas County Fire Departments regarding the Community Wildfire Protection Plan (CWPP) and Firewise Community development and assist Plumas County Fire Safe Council in coordinating, reviewing, and updating the CWPP.
- Work with Fire Safe Council, local fire departments, community leaders and organizations to develop wildfire prevention strategies and mitigation measures.
- Provide updates to the Plumas County Board of Supervisors during a regularly scheduled and publicly held Board meetings.
- Develop and implement action plans to provide homeowner education and outreach for properties located outside existing fire protection district boundaries.
- Reimbursement for response and support to wildfire incidents threatening local communities.

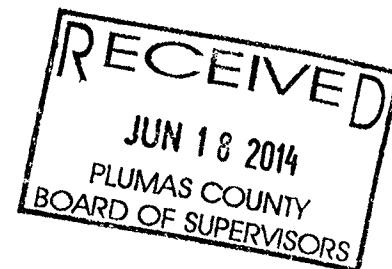
2014 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

5 Project Budget:

Ongoing activities and continuing contract with Fire Prevention Specialist: \$90,000

2014 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

1.	Project Title: Plumas Co. Sheriff's Office Search and Rescue Reimbursement Project	
	Group Submitting Project: Plumas Co. Sheriff's Office	
	Requested Grant Amount: \$25,000	Funding Period: 2014 to 2015
		Contact Name: A/S Dean Canalia
		Address: 1400 E Main St Quincy, CA Phone: 530-283-6390 E-Mail: dcanalia@pcso.net
2.	Project Summary The Plumas County Sheriff's Office and Plumas County Search and Rescue are the primary responders to all search and rescue (SAR) related missions within the County. Due to the significant amount of federal land in the County, almost all SAR related calls end up being on USFS controlled land. The Plumas County Sheriff's Office Dispatch Center coordinated response to these calls with all agencies, within and outside of Plumas County. With current economic issues, many times available personnel to handle these calls are lacking and the missions are not staffed adequately without depleting overtime funding. This in turn would tax the existing budget and threaten general law enforcement service responses. The Sheriff's Office is seeking these funds to adequately respond to SAR related calls on federal land with enough staff to handle the mission. This provides the best service possible with available resources for the residents and visitors to Plumas County in a timely and professional manner during these emergencies.	



2014 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

3. How does the project address the activities authorized by Title III? Check all that apply:

I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.

II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.

III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.

Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center. The Sheriff's Office is seeking reimbursement for actual expenses incurred during the SAR calls on USFS lands, as well as other related emergency responses. This includes wages and benefits for those involved Sheriff's employees, mileage, fuel, repair or replacement of equipment damaged or destroyed and training of department personnel

**2014 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

4. **Project Workplan:** By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to cover salaries and benefits of Sheriff Office employee's involved in the dispatch, and response to SAR and other related emergency calls on federal lands. The funds will also be used to reimburse actual expenses incurred in these missions as they relate to vehicle repair, replacement, fuel, incidental expenses and repairing or replacing damaged or destroyed SAR equipment.

The utilization of these funds allows the Sheriff's Office to staff missions effectively without undue negative impact on existing budgets which have already been reduced to a point where basic services are in jeopardy.

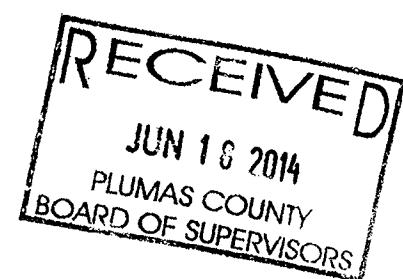
2014 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

5	Project Budget:
	Salaries and benefits \$18,000
	Equipment repair and replacement \$5,000
	Vehicle Repair, Maintenance and Fuel <u>\$2,000</u>
	Total \$25,000

2014 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

3

1. Project Title: Plumas Co. Sheriff's Office Radio Tower and Vault Project	
Group Submitting Project: Plumas Co. Sheriff's Office and Office of Emergency Services	
Requested Grant Amount: \$130,482.86	Funding Period: 2014 to 2015
	Contact Name: A/S Dean Canalia
	Address: 1400 E Main St Quincy, CA
	Phone: 530-283-6390
	E-Mail: dcanalia@pcso.net



**2014 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

2. Project Summary The FCC mandate to narrowband all land mobile radio system in frequency bands used by the Sheriff's Office and Plumas County public safety agencies had a dramatic negative affect on public safety radio reception and transmission coverage. In fact upwards of 30% of the area coverage available has disappeared after narrow banding was implemented and other areas have very diminished communications. Virtually all the areas that lost or diminished coverage are on USFS lands.

The loss of coverage has affected Search and Rescue (SAR) responses more than any other type of call for service. Almost exclusively, the areas impacted with reduced communications are on USFS lands. Now, many times we find that during SAR calls there is no communications available that can reliably reach the Sheriff's Office dispatch center directly. While at times these communication needs are routine, in almost every SAR call the victim is found and the needed radio communications becomes critical. Now this may require someone to drive, or walk, for miles to get to a place the radio works. This problem, obviously, can have a very negative affect on SAR personnel who may get hurt and can't immediately get help of for the follow-up needs of the victims that are the source of the original call for service.

The obvious fix is to move back to wide band mode and recover the coverage lost in our communication systems. This is not an option as the law no longer allows wide band radio emissions and the penalties for using wide band emissions is very high. The only viable option to fix this communication problem is to build sites with better coverage than what is available now, tie the communication system to the microwave network we have already built out and start a transition to digital radio transmissions. All of these fixes combined together will make for improved communications as proven by other agencies with similar needs and topography.

This grant application will help move forward plans to fix radio communication lost in remote areas of the county on lands managed by the USFS.

**2014 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

3. How does the project address the activities authorized by Title III? Check all that apply:

I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.

II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.

III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.

Explain: To achieve an acceptable level of search and rescue related services, reliable communications are essential. New, update towers and vaults need to be added to critical sites to help re-establish areas that have lost communication capabilities. A lack of communications in remote areas is dangerous for first responders to SAR related calls and detrimental to the search, rescue and treatment of the victims that need help. This project continues to build on similar work started with previous grants

2014 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

4. **Project Workplan:** Continue to pursue special use permits and partner governmental agencies to bring the project to completion. The federal permit process is lengthy and cumbersome, but there is buy in from federal agencies that have put the process on a faster track. Final approvals are expected soon and new special use permits will be submitted for additional projects.

Once the permit is in hand, build out should only take about four months, weather permitting. It is our goal to contact for services for all projects using the same vendor to streamline the project timeline.

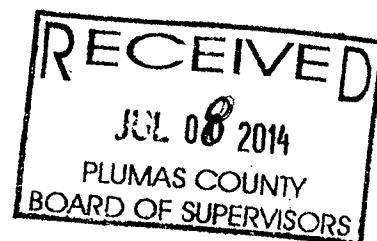
5 **Project Budget:**

Purchase, and Install Radio Vaults and Towers	\$130,482.86
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2014 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

4

1. Project Title: Plumas County Fire Safe Council Coordination 2016-2018	
Group Submitting Project: <i>Plumas County Fire Safe Council (PC FSC)</i>	
Requested Grant Amount: \$100,000	Funding Period: 7-1-2016 to 6-30-2018
	Contact Name: Nils Lunder, Coordinator
	Address: PCFSC PO Box 1225, Quincy, CA 95971
	Phone: 530 283-3739 or 530 258-6936
	E-Mail: nils@deercreekresources.com



2014 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

2. Project Summary

The Plumas County Fire Safe Council is seeking grant funds to continue the coordination of Council activities. These efforts will facilitate activities relating to the Firewise Communities program. We will provide homeowners in fire-sensitive ecosystems education on, and assistance with implementing techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires in the Wildland Urban Interface (WUI). This will include the development of new Community Wildfire Protection Plans, the development of new Fire Safe educational materials, implementation of a variety of Firewise/Fire Safe projects for wildfire mitigation activities and to review, update and implement the County's Community Wildfire Protection Plan (CWPP).

Key goals of this project are:

1. To provide homeowners and communities in Plumas County's fire-sensitive ecosystems education on, and assistance with the implementation of efforts to increase the protection of people and property from wildfires (Firewise Program Activities).
2. To monitor, update and implement projects identified in the Plumas County CWPP, including the development of new Community Wildfire Protection Plans.

Project activities that will help to achieve these goals are:

1. Providing Fire Safe and Firewise leadership in Plumas County through coordination of Council activities.
2. Working with Federal, State and local agencies to implement the County's CWPP for activities directly related to the above goals.
3. Assist communities in developing projects and grant requests directly related to the above goals.
4. Work with communities to pursue Firewise Communities Program membership, Community Assessments and Home Ignition Zone Assessments.

There are more than 60 "communities at risk" (a community at risk from wildfires originating on public lands) identified in Plumas County's Community Wildfire Protection Plan. These communities all exist in fire-sensitive ecosystems. Each community at risk qualifies for assistance from these Firewise program activities.

Wildfire preplanning funds are limited and difficult to attain from state and federal sources, as a result, PC FSC is requesting that the Board of Supervisors provide \$100,000 for multi-year (2 years funding for PC FSC. This current request is in addition to Title III funds approved by the PC Board of Supervisors in 2012, but not yet expended. PC FSC will use the proposed new funding for organizational staffing, capability and capacity to continue pursuing its mission, ***To reduce the loss of natural and manmade resources caused by wildfire through Firewise Community programs and pre-fire activities***, in an open, accessible and inclusive manner throughout Plumas County. Our council works closely with Plumas County Office of Emergency Services, Fire Departments, private landowners, State and Federal Agencies to develop and implement projects that provide countywide wildfire mitigation.

2014 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

3. How does the project address the activities authorized by Title III? Check all that apply:

XX *I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.*

 II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.

XX *III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.*

Explain:

Similar to the national Firewise Communities Program, the PC FSC coordinates a multi-agency effort designed to reach beyond the fire service by involving homeowners, community leaders, planners, developers and others in the effort to protect people, property, and natural resources from the risk of wildland fire - before a fire starts. PC FSC will continue to provide residents with education, information & assistance in wildfire mitigation efforts to protect homes in the Wildland Urban Interface (WUI) throughout the County.

PCFSC will also continue to work with County staff, Community Fire Departments, State and Federal land management agencies and private landowners to review and update where necessary Plumas County's CWPP, which was originally developed by the Council.

2014 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

4. Project Workplan:

All project activities to occur between January 1, 2016 and December 31, 2018

Coordination, CWPP monitoring & wildfire mitigation project development:

- Continue to provide leadership and capacity to develop & implement PC FSC and Firewise Communities wildfire mitigation activities
- Continue to provide leadership and capacity to develop new Firewise Communities
- Continue to conduct monthly PC FSC meetings and management activities associated with those meetings
- Continue to provide Council communications and correspondence as necessary
- Continue to provide leadership and consultation on mitigation measures to County staff for implementing CWPP and Firewise Communities programs
- Continue to propose mitigation actions to County staff to mitigate potential adverse impacts to homes & communities from wildfire
- Continue to develop responsive educational programs to assist community members in preparing for wildfire
- Continue to develop and distribute educational materials on wildfire mitigation efforts to protect homes in the WUI
- Continue to develop responsive media notices to assist community members in preparing for wildfire
- Continue to review, monitor & update Plumas County's Community Wildfire Protection Plan
- Continue to respond to requests from local communities that wish to become recognized by the Firewise Communities USA program
- Continue to work with neighboring FSC's and other County communities, residents and fire departments, to provide assistance in the development of funding requests for wildfire mitigation activities for homes, communities and forest lands within the WUI.

Including the following activities:

- Senior and disabled defensible space assistance,
- County and community planning,
- Community home ignition zone consultation education,
- Community fuel reduction projects around and between the home ignition zones,

Website maintenance & enhancement:

Continue maintaining, updating & enhancing PC FSC's website: www.plumasfiresafe.org

Fiscal Management

Provide fiscal oversight, accounting, contracting services for mitigation activities, project reporting, compliance with all laws and project development assistance.

**2014 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

5

Project Budget:

Cost Item	Requested Funds
Contract Coordinator and other resource specialist as needed to accomplish identified tasks in the work plan.	\$ 80,000
Plumas Corporation Administration as fiscal sponsor (for Firewise Program , PC FSC & CWPP Activities)	\$ 10,000
Website upkeep/development, Educational material development, procurement & distribution.	\$ 10,000
Total	\$100,000

SIERRA COUNTY

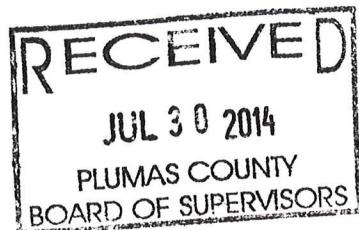
Board of Supervisors
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830



3D

July 23, 2014

Plumas County Board of Supervisors
520 W. Main Street
Quincy, CA 95971



Dear Chairman and Members of the Board:

The Sierra County Board of Supervisors has initiated an effort to engage the twenty two (22) counties of California that encompass the land area of the Sierra Nevada regarding fire severity and fire fuels/biomass conditions and recommended actions to develop and implement an action plan to mitigate ongoing and increasing fire severity conditions. We are requesting the immediate action by your Board of Supervisors in support of this campaign and ask that you give this your highest priority.

This campaign, adopted and initiated by the Sierra County Board of Supervisors on July 22, 2014, includes two very important resolutions-one being a proclamation of a state of local emergency throughout Sierra County and the second being a resolution requesting that all twenty-two counties adopt a similar resolution and proclamation for their respective county by August 15, 2014. These two actions will be the beginning of a campaign to develop a long-term and sustainable program to reduce wild land fire severity conditions on public and private lands.

I have attached the background report that was prepared for the actions taken by the Sierra County Board of Supervisors on July 22, 2014 and have also included the two adopted resolutions referenced in the opening paragraphs of this communication. Please review the background report as it describes the very fabric of our frustration with existing conditions and also provides greater detail in the approach and coordination to be expected following the actions being requested of your county.

We look forward to commencing a productive, effective, and sustainable program that is understandably of the highest priority to each of our counties and the actions requested of your county will be the beginning of what we hope to be a coordinated and successful effort.

Please send a copy of your adopted resolution to the Sierra Nevada Conservancy, Rural County Representatives of California, and California State Association of Counties. Please also forward a copy of your adopted resolution to the Clerk of the Sierra County

Board of Supervisors (PO Drawer D, Downieville, California, 95936 or email to HFoster@sierracounty.ca.gov) so we may track the progress of this effort between now and August 15. If you have questions or concerns, you may also reach me by email at sproen@aol.com or by calling 209-479-2770.

Thank you for your anticipated support of this effort and we look forward to organizing a most worthwhile program.

Sincerely,

Sierra County
Board of Supervisors

Paul Roen
Chairman of the Board



CC: Sierra Nevada Conservancy
Rural County Representatives of California
California State Association of Counties

BACKGROUND REPORT

WILD LAND FIRE SEVERITY

Sierra County Board of Supervisors
Staff Background for Action Item
July 22, 2014 Meeting

Agenda Item: A) Discussion regarding fire severity and fire fuels/biomass conditions throughout Sierra County and recommended actions to develop and implement an action plan to mitigate ongoing and increasing fire severity conditions and to begin an aggressive process for prevention of natural fuels and woody-biomass build up, catastrophic wildfire, and the continued condition of a lack of required fire protection investments in the County. B) Adopt resolution proclaiming a state of local emergency consisting of extreme fire severity conditions and natural fuel build up and accumulation. C) Adoption of resolution directing staff to proceed with an action plan to engage the Sierra Nevada Conservancy (SNC), Rural County Representatives of California (RCRC), California State Association of Counties (CSAC), the Governor of California and appurtenant State Natural Resource and policy agencies, and every California County located within the boundary of the Sierra Nevada Conservancy

Background: The Board of Supervisors has continuously availed itself of opportunities to comment and at times, actively participate in programs and with organizations that have proposed to seek solutions with federal and state agencies over the issues of forest health, declining forest conditions, woody-biomass build up, fire severity and risk, and fire safe planning programs. The Board of Supervisors has consistently expressed that its highest priority in the County is improving forest health and reducing fire severity within the forest regions of the County. Examples of such involvement taken up by the Board of Supervisors includes participation in the Quincy-Library Group (QLG), in the Sustainable Forest Action Coalition (SFAC), comments to USDA on the Forest Service Planning Rule (DEIS), comments to and direct participation in the Forest Service roundtable workshops, meetings with the Regional Forester of Region 5, and support for legislation at the Federal and State level responding to wildfire protection needs. Every effort by the County to identify issues and seek satisfactory solutions, whether on its own or in coordination with other counties or regional associations, have produced results that have been consistently unsatisfactory.

This County, more so than most California counties, is acutely aware of the need for proactive and effective communication with the Federal government since seventy per cent of its land base is publicly owned and under the management and direction of the United States Forest Service, United States Bureau of Land Management, and the California Department of Fish and Wildlife. Land management plans exist for these three primary land management agencies yet budget reductions, excessive regulatory burdens, and failure to implement methodologies to reduce the potential for catastrophic wildfire have all but paralyzed and stymied these agencies from any measurable progress. The status quo allows dire existing conditions to worsen and the risk for catastrophic fire events sits in the forefront within Sierra County and every county within the Sierra Nevada. Communications alone cannot produce the results that are required to create a

fire-safe environment. An aggressive and comprehensive program focused on creating a sustainable, safe, and productive forest health condition is urgently needed. It is these very counties and their respective forest communities that promote and carry out resource management activities and projects producing timber resources, agricultural products, clean air, mineral production, clean and abundant supplies of water, recreational opportunities, fishery and wildlife habitat, and so many other resources for the general public and the vastly increasing number of recreational visitors to these areas.

Sierra County has experienced a significant loss of social and economic infrastructure that is directly related to the reduction or cessation of programs and the inability of the Forest Service to deliver an effective and sustainable level of goods and services under current policy, direction, and budget. The loss of industry in the region, the loss of employment, and the spiraling social and economic impacts resulting from these conditions are devastating. These catastrophic wildfires cause an irretrievable loss of productive forest lands for generations and the loss of resource value forecloses on access to sawlogs, biomass, and goods and services that would have been derived from the burned landscape. These burned lands contain significant resource value including but not limited to watershed, water quality, wildlife and fishery, and recreation. This long-term loss of resource infrastructure significantly undermines community and regional stability. Sierra County alone in the recent past has lost thousands of productive acres through losses caused by the Crystal Peak, Cap, Indian, Treasure, Bassett, Harding, Hirschdale, and Cottonwood fires. Equally devastating and what is approaching a region-wide condition characterized as “the perfect storm” is the paralysis that has developed in forest health management, fuels reduction, biomass removal, and wildfire prevention that has now been coupled with the most volatile and dangerous conditions imaginable for catastrophic wildfire.

Science and experience clearly indicates that future fires will be larger and more dangerous to people, resources, and other forms of life unless thinning proceeds on a pace and scale commensurate with this problem. The Regional Forester has for years outlined a goal of treating 500,000 acres annually statewide for ecological restoration by timber harvest, mechanical treatment, and biomass removal projects and has committed to increasing the pace and scale of such treatments to begin a sustainable program of reducing fuel loading and the severity of wildfire conditions. This goal and commitment has failed. Conditions worsen and ironically, a large annual volume of treated national forest acres comes off of salvage sales and restoration from previously forested lands now located within the boundaries of an extinguished and catastrophic wildfire. The recent Rim fire being just one of many examples of a self-fulfilling prophecy-fail to conduct fuel reduction treatments, ignore worsening conditions, observe a catastrophic wildfire obliterate thousands of acres of previously productive forest land, and then claim to approach the pace and scale outlined by the Regional Forester by harvesting the burned lands that were ignored from the outset.

Likewise, science indicates that the present forests are extremely over-dense and are unlikely to survive climate change and the impacts it will bring to the Sierra Nevada. A warmer climate could significantly increase the risk of uncharacteristic and destructive

wildfires and increase the susceptibility of forests to large-scale insect and disease epidemics. Climate change increases both the magnitude of the effort needed to restore and maintain forest health and the urgency of taking actions. Many species of plants and wildlife are threatened and endangered due to the combination of increased forest density and catastrophic wildfires.

Evaluate the facts and figures pertaining to the Rim fire which started in August 2013 and not extinguished until October 2013. Here we have the most devastating fire in recorded history for the Sierra Nevada and the third largest wildfire of record in California.

Tuolumne and Mariposa Counties lost 257,000 acres or 400 square miles of productive timber land and valuable acreage within Yosemite National Park. There was (and still is) a record drought, a heat wave, a total lack of fuel reduction and attention to forest health and the Rim fire grew to 100,000 acres in just four days. It burned the back country areas of Yosemite National Park, a global attraction and national treasure. It threatened the water supply for the 2.9 million users from the City and County of San Francisco. Hetch-Hetchy Reservoir and three powerhouses were shut down impacting the entire power grid for the San Francisco Bay area. The fire burned so hot in vast areas that it killed a significant percentage of plant and animal life in its path and left a sterilized soil condition and landscape that will take generations to regenerate. The State of California expended \$127 million to fight this catastrophic wildfire.

Federal air quality standards and the resultant regulatory framework significantly hampers the number of acres that can be treated by controlled burn on Federal lands annually. The cited air quality impacts associated with controlled burns pale in comparison to the air quality impacts and pollutants that are dispersed into the atmosphere by wildland fires. It is imperative that revisions to the regulations and some form of configuration be implemented that allows the continued use of controlled burns as a method of forest treatment removing biomass and significant build up of natural fire fuels.

We have reached a point in the Sierra Nevada comparable to the threats to Lake Tahoe that were addressed in July of 1997 by the “Lake Tahoe Presidential Forum”. Here President Clinton and Vice President Gore, after a series of workshops had identified issues and constraints, issued Executive Order 13057 establishing a formal “federal interagency partnership” charged with assuring coordination and efficient management of federal programs and projects and required a memorandum of agreement with the States of California and Nevada to facilitate financial resources to the region.

California, is experiencing the driest year in recorded State history and as a result, the conditions in Sierra County and the Sierra Nevada are categorized at a most dangerous and perilous level. The Governor of California in his January 17, 2014 declaration of drought emergency and his subsequent executive order has not advanced a proactive nor sustainable effort or program to coordinate programs and develop a long term strategy assessing and acting on the devastating potential for catastrophic wildfire.

Therefore, the Board of Supervisors continues to maintain as its highest priority, the reduction of fire fuels and the need to aggressively implement a sustainable program to reduce the risk of catastrophic wildfire by removing fuels and biomass from the public and private forested areas of the County and therefore it is imperative that immediate action be initiated to engage the twenty two counties of California that comprise the Sierra Nevada. This coordinated approach must be recognized by the appropriate Federal and State representatives and agencies, the twenty two counties, the twelve national forests, and agencies and organizations throughout the United States that the Sierra Nevada is a national treasure that is at peril in the absence of a proactive program to reduce fire hazard severity.

Recommendation:

- 1) Adopt a resolution proclaiming a local state of emergency in Sierra County based on fire severity conditions and buildup of fuels and biomass throughout the County and seek the concurrence of the Governor of California.
- 2) Adopt a second resolution directing staff to organize and implement communication with the twenty two counties of California that comprise the Sierra Nevada and request that each County adopt a similar resolution. Direction would also be given to coordinate and request the immediate and strong support and involvement of the Sierra Nevada Conservancy, Rural County Representatives of California (RCRC), and California State Association of Counties (CSAC) transmitting a consistent and strong message to the Federal and State agencies.
- 3) The resolution proclaiming a local state of emergency within the County should request that the Governor seek concurrence of the President of the United States over the Sierra Nevada-wide declaration of local emergency, asking for a process to be immediately implemented for the Sierra Nevada which emulates the “presidential forum” created for Lake Tahoe in 1997.
- 4) The second resolution should specify the multiple year funding needs and the specific topical areas that need to be addressed including but not limited to Sierra Nevada-wide forest condition assessments, restoration projects, modeling and monitoring to enhance decision making, forest thinning, biomass reduction, projects aimed at fire suppression improvements and infrastructure modifications to address fire response, wildland-urban interface (WUI) and project planning funds, and related uses.
- 5) The second resolution should set forth a structure for implementation of the “Sierra Nevada Presidential Forum” that requires a memorandum of agreement between the Secretary of Agriculture/Secretary of Interior and the State Secretary for Resources and through this memorandum, place the Sierra Nevada Conservancy in a prominent role for coordination and administration of this program. This organization is in place to provide strategic direction for the Sierra Nevada guided by four adopted areas of focus: healthy forests, preservation of ranches and agricultural land, watershed protection and restoration, and promotion of sustainable tourism and recreation. The Conservancy is properly postured to successfully implement this long-term program as it represents the

twenty two California Counties which comprise the Sierra Nevada and is responsible through program development and funding for 25 million acres or 25% of California's land area. The area served by the Conservancy contains areas of regional, statewide, national, and global significance including Yosemite Park, Sequoia Park, Kings Canyon Park, Lassen Volcanic Park, the Modoc Plateau, Owens Valley, Mono Basin, the Sierra Nevada Range, Mount Shasta, Mammoth Lakes and June Lake Loop, Lake Oroville, and numerous other treasures. This region contains thirty one watersheds, twelve (12) national forests, 600,000 residents, provides two thirds of California's water, and accommodates fifty million recreational visits per year.

The region clearly parallels the significance of Lake Tahoe and has never been more at risk. The status quo is unacceptable.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**PROCLAMATION OF LOCAL EMERGENCY
COUNTY OF SIERRA
STATE OF CALIFORNIA**

RESOLUTION 2014- 066

WHEREAS, County Ordinance 403 and Sierra County Code, Section 8.16.010 and following empowers the County Director of Emergency Services to request that the Board of Supervisors proclaim the existence or threatened existence of a local emergency when the County is affected or likely to be affected by a public calamity; and,

WHEREAS, the County Director of Emergency Services and the Board of Supervisors of the County of Sierra do hereby find that conditions of extreme peril to the safety of persons, property and public infrastructure have arisen affecting the communities of the County, the national forest system lands within the County, and the private timber and agricultural lands within the County caused by the uncontrolled build-up of natural fire fuels, posing a severe and ongoing threat of catastrophic wildfire in the County and in California; and,

WHEREAS, the management of lands, particularly regarding fire protection and fuel reduction, on national forest system lands under the jurisdiction of the United States Department of Agriculture-Forest Service is wholly inadequate, has long-been ignored, and is significantly under funded, placing Sierra County in significant peril and at great risk in the event that catastrophic wildfires occur in thereby destroying public resources, private property, businesses, and the natural environment; and,

WHEREAS, the irretrievable loss of productive forest lands for generations evidenced by the loss of goods and services originating from the public lands impacted by catastrophic wildfire; the insurance losses from catastrophic wildfires; the loss of valuable natural resources; the damage and/or loss of public and private property; the long-term devastation to local economies; the long-term negative impacts on the livelihood of local residents; and, the significant expenditure of public funding resulting from fire suppression efforts as well as infrastructure and resource restoration has risen to a critical point that demands an effective response and cooperative strategy among all levels of government to identify, plan, fund, and implement an effective public land fire protection strategy plan which includes planning, assessments, fuels reduction, and enhanced fire suppression and emergency response; and,

WHEREAS, these potential conditions are beyond the control of the services, personnel, equipment and facilities of Sierra County and the Federal and State agencies having fire suppression jurisdiction within the County and immediate region and the physical and fiscal impacts to the County of Sierra will be severe including but not limited to public utilities, public services, protection of property, emergency medical response, public schools, transportation, and the direct and indirect threats to business, lives, and property; and,

WHEREAS, the threat of wild land fire continues to be the highest priority assigned under the "Sierra County Hazard Mitigation Plan" developed in conformance with the

FEMA program entitled “Threat and Hazard Identification and Risk Assessment (THIRA)” program and this proclamation is made at a time when fuel conditions are extreme and all evidence clearly suggests that Sierra County is in peril and the County, including the “Sierra Nevada region” has never been more at risk with no relief in progress; and,

WHEREAS, the Governor of California declared a drought emergency for the entire State on January 17, 2014, and this declaration was based on the actual occurrence of the driest year on record in California, and while water-related actions have been initiated, no measurable strategy for long term and sustainable wild land fire-severity reduction appears eminent within Sierra County and within the boundaries of the Sierra Nevada as defined by the official boundaries of the Sierra Nevada Conservancy, a California State Agency, (which includes Sierra County and twenty one (21) other California counties) and hereinafter referred to as “Sierra Nevada region” and there exists no complementary action by Federal agencies to assess and react to the severity and perilous conditions facing the “Sierra Nevada region” related to catastrophic wildfire so therefore this proclamation implements a condition above and well beyond the scope of the January 2014 State drought-declaration of emergency; and,

WHEREAS, during the existence of said local emergency, the powers, functions, and duties of the Sierra County Office of Emergency Services shall be those prescribed by State law-Government Code 8630, Sierra County ordinances, and Sierra County resolutions and the County Director of Emergency Services shall proceed with formal notification to the State Office of Emergency Services, State legislative representatives, and the Governor of California with a request that he proclaim the County of Sierra to be in a state of emergency.

THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA HEREBY PROCLAIMS AND DECLARES a local state of emergency based upon the foregoing findings as there exists, extreme conditions of peril to the safety of persons, private property, national forest system lands, valuable watersheds, and public infrastructure within the County of Sierra.

BE IT FURTHER DECLARED that the individual counties comprising the “Sierra Nevada region” as defined herein being situated within the boundary of the Sierra Nevada Conservancy are urged to evaluate the risk and peril experienced within each individual county and determine if such a proclamation of local emergency is warranted and appropriate.

BE IT FURTHER DECLARED that the Governor of California is requested to confirm a state of emergency and seek a Presidential concurrence regarding the existing conditions in Sierra County and the “Sierra Nevada region”, providing the highest possible priority and recognition of the extreme peril being encountered by providing a comprehensive and coordinated strategy directed by the Federal government, in cooperation with State and local government, which emulates the former and successful “Lake Tahoe Presidential Forum” for the deteriorating natural conditions impacting the Lake Tahoe region and conducted in 1997, providing a plan, tasking agencies with specific direction, providing long-term funding, establishing a streamlined process for project delivery directed towards a long-term and sustainable reduction of fire hazard and fuel loading to protect public and private resources as well as the lives and property of Sierra County citizens and the public.

Adopted on the 22nd day of July, 2014 by the following vote:

AYES: Supervisors..Huebner, Beard, Schlefstein, Roen

NOES: None

ABSENT: Supervisor..Adams

ABSTAIN:None

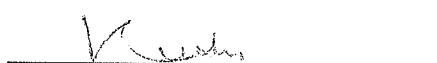
COUNTY OF SIERRA



Paul Roen

Chairman, Board of Supervisors

APPROVED AS TO FORM:


James A. Curtis
County Counsel

ATTEST:


Heather Foster
Clerk of the Board

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF IMPLEMENTING A PROCLAMATION OF LOCAL
EMERGENCY THROUGHOUT THE SIERRA NEVADA REGION OF
CALIFORNIA AND REQUESTING SUPPORT OF THE BOARD OF
SUPERVISORS OF THE TWENTY TWO COUNTIES OF CALIFORNIA
COMPRISING THE SIERRA NEVADA**

RESOLUTION 2014- 067

WHEREAS, the Board of Supervisors of Sierra County adopted on July 22, 2014 a proclamation of local emergency based upon fire severity conditions and build up of fire fuels and biomass that places residents, public and private lands, and vast resources in great peril from losses due to catastrophic wildfire; and,

WHEREAS, the Board of Supervisors desires to organize a common recognition by all twenty two counties of California which comprise the land area of the Sierra Nevada of the severe threats to this region by catastrophic wildfire and requesting immediate response by State and Federal agencies to provide and fund a long-term and sustainable strategy for the Sierra Nevada including forest condition assessments, modeling and monitoring to enhance planning and decision making, forest health and restoration projects, and fire suppression improvements and infrastructure modifications to address fire preparations and response; and,

WHEREAS, the Board of Supervisors and the “common recognition by all twenty two counties of California” seeks the strong support and concurrence by the Governor of California, asking that the President of the United States concur with the proclamation of emergency and further requests a process or strategy be implemented immediately for the Sierra Nevada, emulating the “presidential forum” conducted, funded, and implemented for Lake Tahoe in 1997.

NOW, THEREFORE, BE IT RESOLVED that the Sierra County Board of Supervisors strongly urges the Board of Supervisors of the twenty two counties of California comprising the Sierra Nevada to adopt a resolution containing similar, if not exact, language and content of the resolution adopted by the Sierra County Board of Supervisors, proclaiming a local state of emergency in their respective county no later than August 15, 2014 and direct an official copy of said declaration to the Governor of California, to their respective State and Federal legislative representatives, to the California State Association of Counties (CSAC), to the Rural County Representatives of California (RCRC), and to the Executive Director of the Sierra Nevada Conservancy (SNC).

BE IT FURTHER RESOLVED that the Board of Supervisors of the twenty two counties, in the adoption of its proclamation of local emergency, request that the Governor of California seek the concurrence of the President of the United States for an



ALCOHOL AND OTHER DRUG SERVICES

270 County Hospital Road, Suite 111, Quincy, CA 95971
(530) 283-7050 Fax (530) 283-6110

4A

Date: July 1, 2014

To: Honorable Board of Supervisors

From: Louise Steenkamp

Agenda: Item for August 12, 2014

Recommendation: Adopt the attached Resolution to accept ADP Contract Amendment # 10-NNA32V.2 and Department of Health Care Services # 12-89235 A02 for Substance Abuse Disorder (SUD) Services and authorize the Director of Alcohol and Other Drug Services Administrator to sign as the Board designee.

Background Information: On May 9, 2014 the State of California Department of Health Care Services issued Fiscal Year 2013-2014 contract amendment for the Substance Use Disorder (SUD) services. The Contract Amendment reflects the following: Extends the contract period to end on June 30, 2014; and increases the contract amount for FY 2013-14.

A copy of the Contract Amendment is on file with the Clerk of the Board for your review.

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

RESOLUTION NO. 14 -

RESOLUTION TO ACCEPT ADP CONTRACT AMENDMENT NUMBER 10-NNA32V.2 ALSO KNOWN AS (DHCS CONTRACT AMENDMENT NUMBER 12-89235 A02) FROM THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS FOR SUBSTANCE ABUSE DISORDER SERVICES.

WHEREAS, ADP Contract Amendment Number 10-NNA32V.2 (also known as DHCS Contract Amendment Number 12-89235 A02) Increases the contract amount for FY 2013-14 services; and

WHEREAS, Plumas County Alcohol and Other Drug Services will perform Substance Abuse Disorder Services on behalf of the State of California, Department of Health Care Services; and

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

1. Approve ADP Contract Amendment Number 10-NNA32V.2 (also known as DHCS Contract Amendment Number 12-89235 A02) from the State of California Department of Alcohol and Drug Services for Substance Use Disorder Services, and Authorize the AOD Administrator to sign as the Board's designee.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 12th day of August 2014, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 -- Telephone (530) 283-6268 -- Facsimile (530) 283-6323
Robert A. Perreault, Jr., P.E., Director Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

For the August 12th meeting of the Plumas County Board of Supervisors

July 31, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: To Request Authorization for approval of payment of \$206,000 to Dwight and Carol Ceresola for right-of-way acquisition in conjunction with the Beckwourth-Genesee Road Project.

Background:

The Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD), in cooperation with the United States Department of Agriculture Forest Service (FS), the California Department of Transportation (Caltrans), and Plumas County, is proposing to improve a portion of Plumas County Road 111 in Plumas County, California.

The proposed action would rehabilitate, restore, resurface, and reconstruct a 9.6-mile section of FH 177 from Beckwourth north to an intersection at Clover Valley where Plumas County Road 111 continues northwesterly to Genesee, California and continues northeasterly to FH 176.

Public Works staff is requesting authorization to complete the right-of-way acquisition with Dwight and Carol Ceresola for Work Order #138, Beckwourth-Genesee Road Project. The funding for this payment is in the Department's construction projects listing and is part of the right-of-way acquisition activities in FY 14/15 funded with RSTP Exchange funds from the State.

The original appraised value for the acquisition was \$126,000 plus \$5,840.39 in timber value for a total of \$131,841. However, the estimates for construction of a new well that was required because of the road relocation were found to be inadequate. Quotes obtained from contractors for construction of the well including providing electricity to the pump house increased costs by \$52,615 over what the initial appraisal estimated. Additionally, quotes obtained from contractors for reconstruction and relocation of interior ranch fencing increased costs by \$7,913 over what the initial appraisal estimated.

The landowner counter-offered at \$214,246 including requests for additional damages due to increased cost in the operation of the cattle ranch because of the relocation of the road and the splitting of the pasture lands. The Department counter-offered at

\$206,000 for the final value for 15.77 acres of right-of-way, new fencing, the new well construction and the value of timber.

The proposed improvement of this roadway is administered under the Federal Lands Access Program. The FLAP program covers all project costs except right-of-way acquisition costs. Right-of-way acquisition costs serve as the County's matching funds. The project is currently budgeted by FHWA at \$21 million for construction and scheduled for federal FY 14/15 and 15/16.

Recommendations:

The Department of Public Works respectfully requests authorization to complete the right-of-way acquisition with Dwight and Carol Ceresola for right-of-way pursuant to Work Order #138, Beckwourth-Genesee Road Project for an amount not-to-exceed \$206,000.

Attachment



1600 Sacramento Inn Way, Suite 209
Sacramento, California 95815
Office: 916/564-9980
Facsimile: 916/564-9985

MEMORANDUM

TO: Robert A. Perreault, Director
Department of Public Works
Plumas County

Project: Beckwourth/Genesee
Parcel: 025-030-040, 042, 043, 025-060-044
Grantor: Dwight & Carol Ceresola

FROM: Jamie Formico
Universal Field Services, Inc.

DATE: July 18, 2014

SUBJECT: Administrative Settlement

Approval is being requested and recommended to settle this transaction for the subject parcel in the amount of **\$206,000.00**. This amount is \$67,159.61 above the appraised value of \$138,840.39. The reasons for approving this request are addressed in this memorandum.

Proposed Acquisition:

The required acquisition for this transaction consists of a partial fee acquisition of 15.52 Acres, temporary construction easement of .92 Acres, .22 Acre in Permanent Drainage Easement, .03 Acre in Permanent Slope Easement and damages. Damages are severance loss of value to uneconomic remnant, interior fencing to be reconfigured, and to create stock well on east side of new road.

Background:

The approved appraisal dated November 14, 2013 on this parcel, a part take, was for \$126,000.00. This amount was offered to the Grantor. The Grantor elected to not sell the uneconomic remnants to the County. The appraisal was revised and timber was appraised on the property for the amount of \$138,840.39. The Grantor has counter offered in the amount of \$206,000.00 due to damages that were not addressed in the appraisal, actual costs for damages and an increase per Acre value.

GRANTOR'S SETTLEMENT OFFER:

Grantor has agreed to settle on the following: \$206,000.00 based on a diminution in value of his property due to the project causing a decreased utility of his ranch because the road will run right through the middle of it and he will have additional gates to move cattle through, have to control them while he moves them back and forth across the road. This goes to the value of the remainder using a "before" project and "after" project valuation. These factors do not appear to

have been considered in the initial valuation. Rather than placing a higher value on the land taken; this would place a lower value on the land remaining because operations as a farm/ranch are made more difficult by the resulting configuration of the remaining land after the project. Per the Grantor these damages would amount to \$37,500.00.

The Grantor attained quotes for damages to the property that were addressed in the appraisal in the amount of \$78,678.61.

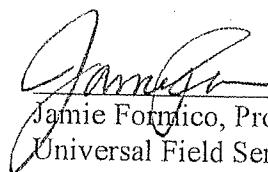
The Grantor is requesting a per Acre value of \$3,396.00 for the amount of \$83,951.49 for the acquisition. The Grantor concurs with timber value as appraised in the amount of \$5,840.39. Total counter offer in the amount of \$205,970.49 rounded to \$206,000.00.

CONCLUSION:

Difference of value between approved appraisal and counter offer is \$67,159.61. The Grantor did not request up to \$5,000 reimbursement for an appraisal as provided for in SB 1210. The Cost of eminent domain if the agency determined to proceed with the acquisition can be estimated from \$100,000 to \$150,000 which is significantly more than the difference amount of \$67,159.61. By approving this Administrative Settlement, the Agency will attain the required rights to and be able to complete the project without further delay.

For all the reasons stated above we are recommending the approval of the negotiated purchase price of **\$206,000.00**.

Approval Recommended:



Jamie Formico, Project Manager
Universal Field Services, Inc.

Date: 7/18/2014

Approval By:

By: _____
Robert A. Perreault, Director
Department of Public Works
Plumas County

Date: _____

RIGHT OF WAY CONTRACT

APN: 025-030-040, 042, 043, 025-060- 044

ADDRESS: 2900 Beckwourth-Genesee Rd

OWNER: Dwight Ceresola

PROJECT: Beckwourth-Genesee

County of Plumas
1834 E. Main St.
Quincy, CA 95971

This Agreement is made between the COUNTY OF PLUMAS, a municipal corporation, its assigns or agents, hereinafter collectively referred to as "COUNTY," and DWIGHT EUGENE CERESOLA AND CAROL A. CERESOLA, HUSBAND AND WIFE, AS JOINT TENANTS hereinafter referred to as "OWNER."

The property subject to this agreement is described as: Road Right of Way, Temporary Construction Easement, Permanent Slope Easement and Permanent Drainage Easement.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the COUNTY of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement

(B) COUNTY requires said property rights described in the above documents for transportation purposes, a public use for which COUNTY has the authority to exercise the power of eminent domain. Owner(s) is compelled to sell, and COUNTY is compelled to acquire the property.

Both Owner(s) and COUNTY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. THE COUNTY SHALL:

- (A) Pay the undersigned Owner(s) TWO HUNDRED SIX THOUSAND DOLLARS AND NO CENTS (\$206,00.00) for the property or interests conveyed by the above document(s) when title to said property vests in the COUNTY free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:

- a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
- b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document(s).
- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the COUNTY, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through an escrow company to be determined at a later date.

- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

RIGHT OF WAY CONTRACT

PROJECT: Beckwourth-Genesee

APN: 025-030-040, 042, 043, 025-060- 044

ADDRESS: 2900 Beckwourth-Genesee Rd

OWNER: Dwight Ceresola

3. DEED OF TRUST(S):

Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Owner with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

4. SPECIAL ASSESSMENTS:

It is agreed between the parties hereto that the COUNTY in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the Owner and, as between the COUNTY and the Owner; no contractual obligation has been made requiring payment. Payment for the property acquired under this transaction is made upon the basis that the Owner retains their obligation to the levying body respecting said assessments.

5. LEASES:

Owner warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Owner agrees to hold COUNTY harmless and reimburse COUNTY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Owner for a period exceeding one month.

6. HAZARDOUS WASTE:

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which required mitigation under Federal or State law, the COUNTY may elect to recover its cleanup costs from those who caused or contributed to the contamination.

The Owner hereby represents and warrants that during the period of Owner's ownership of the property, there has been no disposal, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Owner further represents and warrants that Owner has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the property, which may have occurred prior to Owner taking title to the property.

7. INDEMNIFICATION:

COUNTY agrees to indemnify and hold harmless the Owners from any liability arising out of COUNTY's operations under this agreement. COUNTY further agrees to assume responsibility for any damages proximately caused by reason of COUNTY's operation under this agreement and COUNTY will, at its option, either repair or pay for such damage.

8. OWNER'S COST TO CURE:

It is understood and agreed by and between the parties hereto that the COUNTY will replace/relocate or protect current fencing and install new fencing and gates along roadway.

9. DAMAGES:

It is understood and agreed by and between the parties hereto that payment as provided in 2A above, includes, but is not limited to, any and all damages which may accrue to the Owner's remaining property by

RIGHT OF WAY CONTRACT

PROJECT: Beckwourth-Genesee

APN: 025-030-040, 042, 043, 025-060- 044

ADDRESS: 2900 Beckwourth-Genesee Rd

OWNER: Dwight Ceresola

reason of its severance from the property conveyed herein and the construction of the proposed project, including, but not limited to, any expense which may be entailed by the Owner's in restoring the utility of their remaining property, which includes payment for reconfiguration of interior fencing and create stock irrigation on east side of new road (new well and trough).

10. TEMPORARY FENCING:

When necessary, construct temporary fence to keep livestock and traffic off the road being constructed. Temporary fence is intended to remain in place only during the construction of the project or until the fence is directed to be removed.

Construct a temporary fence of a type that provides an adequate enclosure for the type of livestock to be confined.

11. VACATION OF ROAD:

COUNTY will perform the procedure for vacation of the existing Beckwourth- Genesse Road upon completion, acceptance and opening of the new alignment. Until the vacation is completed Beckwourth- Genesse Road will be publicly maintained.

12. DATE OF POSSESSION:

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the COUNTY, including the right to remove and dispose of improvements, shall commence on August 15, 2014 or the close of the escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

In Witness Whereof, the Parties have executed this agreement the day and year first below written.

**DWIGHT EUGENE CERESOLA AND
CAROL A. CERESOLA, HUSBAND AND
WIFE, AS JOINT TENANTS**

COUNTY OF PLUMAS

Date: _____

Date: _____

By: _____
DWIGHT EUGENE CERESOLA

By: _____

By: _____
CAROL A. CERESOLA

No Obligations Other Than Those Set Forth Herein Will Be Recognized

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS



1B2

CONSENT AGENDA REQUEST

For the August 12, 2014 meeting of the Plumas County Board of Supervisors

August 4, 2014

To: Honorable Board of Supervisors
From: Robert Perreault, Director of Public Works 
Subject: Request the approval of the 100% plans and specifications for the Beckwourth-Genesee Road project and concurrence with FHWA's recommendation to advertise and award the project.

Background:

The Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD), in cooperation with the United States Department of Agriculture Forest Service (FS), the California Department of Transportation (Caltrans), and Plumas County, is proposing to improve a portion of Plumas County Road 111 in Plumas County, California.

The proposed action would rehabilitate, restore, resurface, and reconstruct a 9.6-mile section of FH 177 from Beckwourth north to an intersection at Clover Valley where Plumas County Road 111 continues northwesterly to Genesee, California and continues northeasterly to FH 176.

The proposed improvement of this roadway is administered under the Federal Lands Access Program. The FLAP program covers all project costs except right-of-way acquisition costs. Right-of-way acquisition costs serve as the County's matching funds. The project is currently budgeted by FHWA at \$21 million for construction and scheduled for federal FY 14/15 and 15/16.

The Plans and Specs can be viewed in its entirety at the Clerk of the Boards office during normal operating hours

Recommendation:

The Department of Public Works respectfully requests the approval of the 100% plans and specifications and concurrence with FHWA's recommendation to begin formal advertisement for bids by authorizing the Director of Public Works to sign the attached letter from FHWA.

Attachment



U.S. Department
of Transportation
**Federal Highway
Administration**

Central Federal Lands Highway Division

July 29, 2014

12300 West Dakota Avenue
Suite 380A
Lakewood, CO 80228-2583
Office: 720-963-3595
Fax: 720-963-3596
Bob.bowden@dot.gov

In Reply Refer To:
HFP-16

Robert Perreault, Jr.
Director of Public Works
Plumas County
1834 East Main Street
Quincy, CA 95971

RE: CA FLAP 111(1)
Beckwourth Genesee Road

Dear Mr. Perreault:

Based on Federal Lands Access Program (FLAP), we have prepared Plans, Specifications and Estimates for the above referenced project. The project is to improve the pavement, drainage, and bridge on Beckwourth Genesee Road from CA Hwy 70 near the town of Beckwourth thence north-northwest. The project length is 9.73 miles.

Our efforts have been in cooperation with the Plumas County Public Works staff members. This has been coordinated by John Mannle, Assistant Engineer/Transportation Planner.

We will be staffing the proposed construction project to maintain the integrity of the design. We will continue to coordinate with your staff during the construction period.

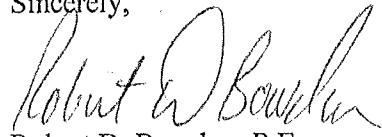
Please indicate your approval of the Plans and Specifications for the proposed construction by dating and signing below. Your concurrence is necessary for CFL to proceed with advertisement of the project.

Robert Perreault, Jr.
Director of Public Works
Plumas County

Date

We appreciate the opportunity to provide these services for Plumas County

Sincerely,



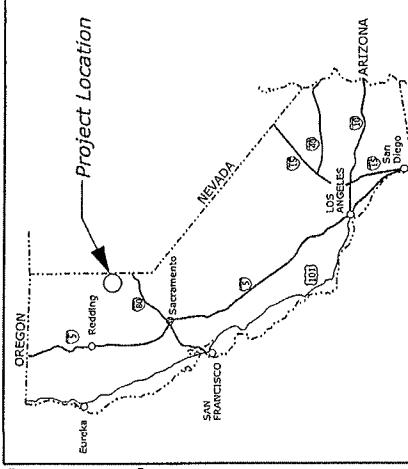
Robert D. Bowden, P.E.

Project Manager/Construction Operations Engineer

Cc:

Mr. John Mannle, Plumas County Public Works

Mr. Allen Grasmick, CFL FLAP Coordinator



U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

PLANS FOR PROPOSED

CA FLAP 111(1)
also known as CA PPH 177-1(1)

BECKWOURTH - GENESEE ROAD

PLUMAS NATIONAL FOREST
PLUMAS COUNTY
LENGTH: 9.73 MILES

KEY MAP OF CALIFORNIA

TYPE OF CONSTRUCTION:
Paving, grading, drainage,
asphalt surfacing, guardrail, and bridge

DESIGN DESIGNATIONS:

AUT (204) ----- 155
AUT (203-1) ----- 340
D ----- 50%
I ----- 5.9%
V ----- 30 mph
e(max) ----- 6%

SPECIFICATIONS:
STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS
AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, FF-03,
U.S. CUSTOMARY UNITS



TYPE OF CONSTRUCTION:
Paving, grading, drainage,
asphalt surfacing, guardrail, and bridge

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Paving, grading, drainage,
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DESIGN DESIGNATIONS:

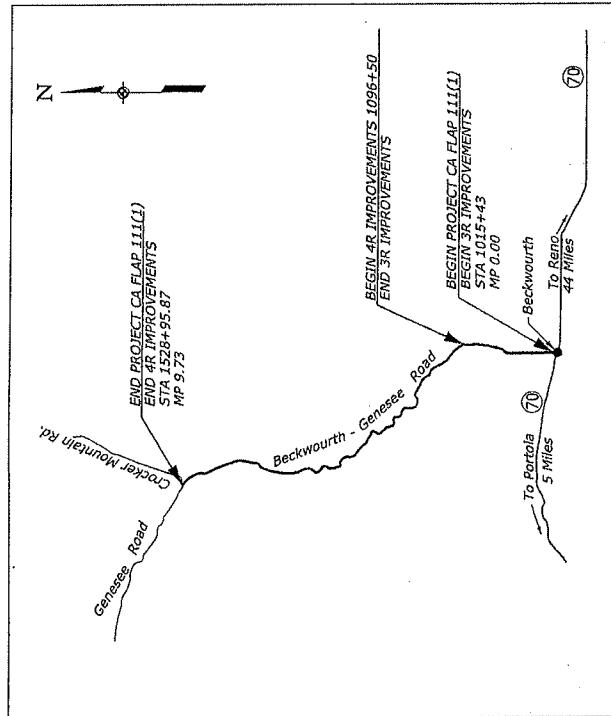
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STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS
AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, FF-03,
U.S. CUSTOMARY UNITS

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PLANS PREPARED BY

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION
DENVER, COLORADO



APPROVED:

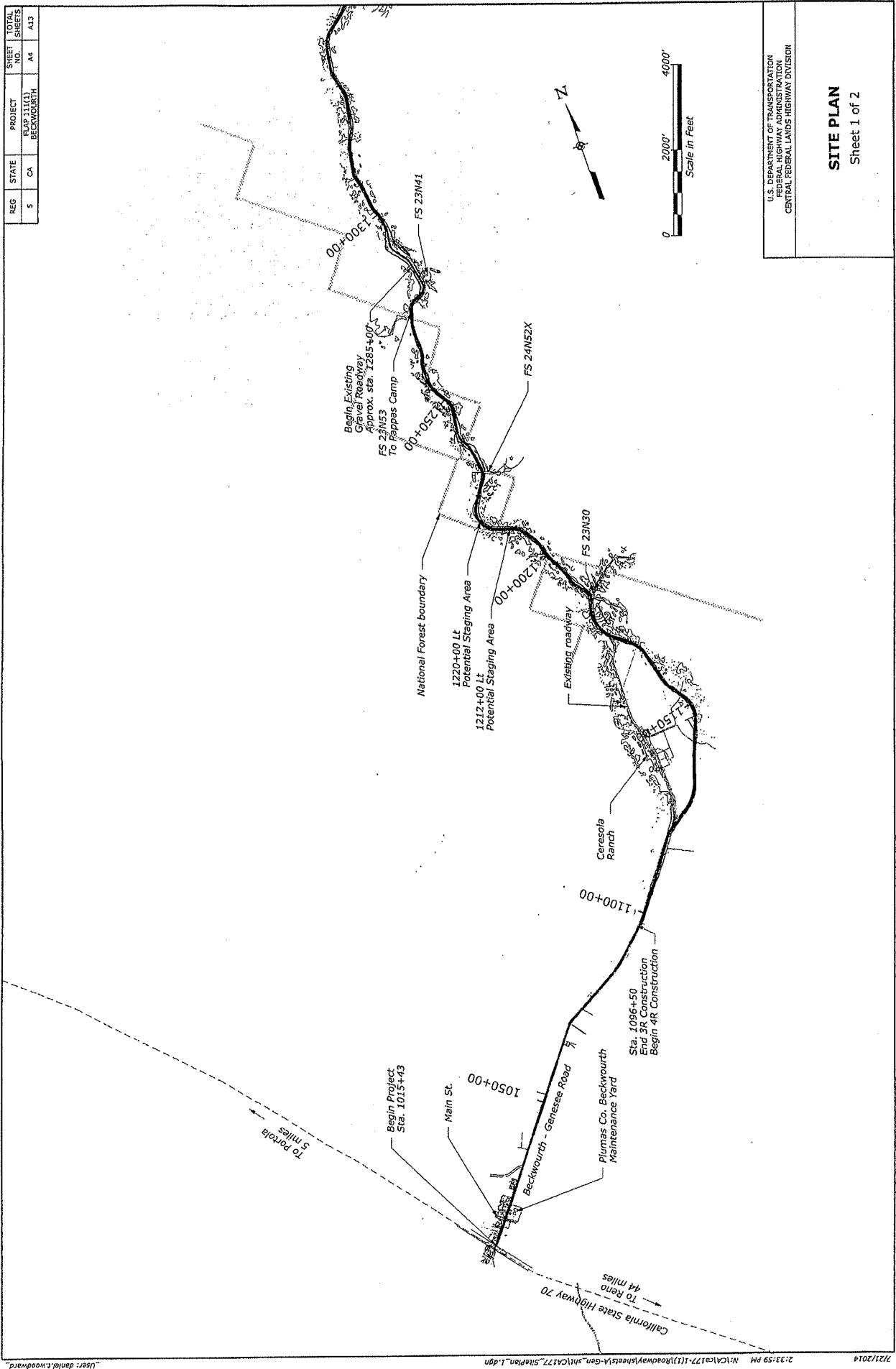
DIRECTOR, PROJECT DELIVERY
CENTRAL FEDERAL LANDS HIGHWAY DIVISION
DATE: _____



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PROJECT MANAGER: B. BOWDEN
LEAD DESIGNER: D. WOODWARD

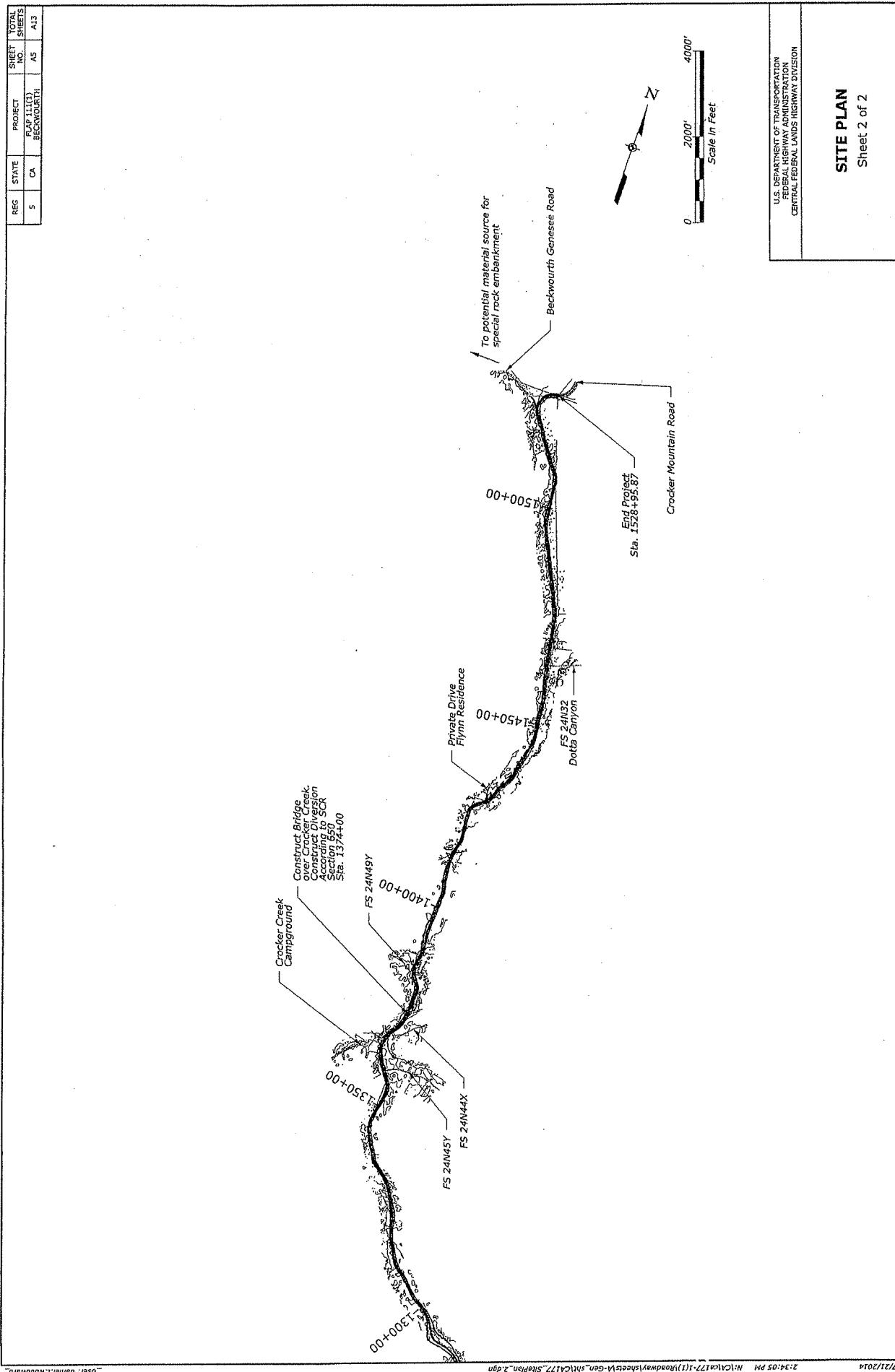
REG	STATE	PROJECT	SMITH NO.	TOTAL SHEETS
5	CA	FLAP 111(1) BECKWOURTH	A4	A13



U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

Sheet 1 of 2

Sheet 1 of 2



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User: daniel.l.waddell

U.S. DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

SITE PLAN
Sheet 2 of 2



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

4c

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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Date: August 5, 2014

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Presentation Item for August 12, 2014

Item Description/Recommendation: Approve and direct Chair to sign Agreement #LGACONSULTANT with Optimas Services, LLC, and Agreement #MAA1415RMTS with Public Consulting Group, Inc, for Medical Administrative Claiming and Targeted Case Management Claiming software and services.

Background Information:

The County Medi-Cal Administrative Activities Program (MAA) and Targeted Case Management (TCM) ensures that local assistance is provided to Medi-Cal eligible individuals, and their families in facilitating their receipt of services and activities from the Medi-Cal Program. This program allows counties, through a system of time studies and cost reports to enhance existing time and activities performed by specific staff relating to administration of Medi-Cal related services. Staff time and activities are enhanced with Federal funds using a formula based on staff classification, organizational structure and duty statements.

Forty-eight counties in California participate in MAA/TCM. Per Section 14132.44(n) of the Welfare and Institutions Code (WIC), as a condition of participation in the MAC/MAA and TCM Federal Claiming programs, each local government agency shall belong to the Local Government Agency (LGA) Consortium and pay an annual participation fee through a mechanism agreed to by the state and local government agencies. In California, this participation occurs through a Host County, which administers the program through agreements with participating counties, the LGA Consortium, and the California Department of Health Care Services (CDHCS). The Host County duties include processing and paying State invoices for administrative costs incurred and audit activities necessary to ensure compliance with Federal Guidelines. Additionally, the Host County administers an agreement with the Local Government Agency Consultant to perform duties on behalf of LGA Consortium members, such as technical assistance, consultation, and audit defense.

Beginning July 1, 2014 Plumas County Public Health Agency has been awarded the Host County contract and has the responsibility of contracting with the LGA Consultant, Optimas Services, LLC,

to perform services on behalf of member counties. Host County responsibilities also include holding contracts with other vendors to accomplish statewide MAA/TCM program activities. Public Consulting Group has been chosen by the LGA Consortium and approved by CDHCS as the software vendor for CMAA/TCM time survey activities.

At this time, it is requested that the Board approve and direct Chair to sign Agreement #LGACONSULTANT with Optimas Services, LLC, and Agreement #MAA1415RMTS with Public Consulting Group, Inc, for Medical Administrative Claiming and Targeted Case Management Claiming software and services.

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



OFFICE OF THE

COUNTY COUNSEL
COUNTY OF PLUMAS

Courthouse - 520 Main St., Room 301
Quincy, California 95971-9115

R. CRAIG SETTLEMIRE
COUNTY COUNSEL

Phone: (530) 283-6240
Fax: (530) 283-6116

4D
August 6, 2014

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: R. Craig Settlemire, *Plumas County Counsel*

R. Craig Settlemire

SUBJECT: Approve and ratify engagement letter and fee agreement with the law firm of Hanson Bridgett LLP for the provision of special legal services.
(For Board of Supervisors meeting on August 12, 2014)

Background:

Earlier this year, the Plumas County Auditor's Office was visited by a representative of the Internal Revenue Service ("IRS") who asked to examine records relating to payments to independent contractors. Subsequently, the Auditor's Office received a notice proposing an "adjustment" in the treatment of the three attorneys providing public defender services and the person serving as the Child Abuse Program Coordinator from independent contractor status to employee status. If not opposed, such a change in classification can have a substantial impact in terms of payroll taxes payable by the County. It is the County's position that the proposed "adjustment" by the IRS is in error.

The legal issues relating to this matter, and representation in proceedings involving the IRS, involve specialized legal services. A few years ago, I attended a meeting of county counsels in northern California that included a presentation concerning recent IRS activity examining the classification of independent contractors by public agencies such as counties and cities. That presentation was organized by Frank DeMarco, the former long-time county counsel in Siskiyou County who is now at the law firm of Hanson Bridgett in Sacramento. On June 30, 2014, I contacted Mr. DeMarco to review this development and his firm's expertise in handling such matters. Mr. DeMarco confirmed his firm's availability and provided a proposed "engagement letter / fee agreement" for the terms of his firm's employment in this matter. The law firm of Hanson Bridgett has the necessary legal expertise to vigorously represent Plumas County in proceeding involving the IRS to oppose the proposed "adjustment" in the classification of certain independent contractors.

Memorandum

Board of Supervisors

Re: Approve and ratify engagement letter and fee agreement with the law firm of Hanson Bridgett LLP for the provision of special legal services.

Date: August 6, 2014

Page 2 of 2

Recommended Action:

At this time, it is respectfully recommended that the your Board approve and ratify engagement letter and fee agreement with the law firm of Hanson Bridgett LLP for the provision of special legal services and representation regarding an audit review by the Internal Revenue Service having to do with the classification of independent contractors, and authorize County Counsel to sign the same on behalf of the County of Plumas. It is further recommended that the Board of Supervisors ratify and approve payment of any services provided by Hanson Bridgett after June 30, 2014, to and including the date this legal services agreement is approved.

[\\hmx\012041s\1 coco shared\Memos\BOS Memo re Agreement for Legal Services HansonBridgett.doc]

FRANK J. DEMARCO
COUNSEL
DIRECT DIAL (916) 551-2807
DIRECT FAX (916) 551-3382
E-MAIL fdemarco@hansonbridgett.com



July 16, 2014

R. Craig Settlemire
County Counsel
County of Plumas
520 Main Street, Room 301
Quincy, CA 95971

Re: Engagement Letter

Dear Craig:

It was a pleasure to speak with you about your matter. This letter will confirm your engagement of Hanson Bridgett LLP to provide legal services to County of Plumas. Our engagement will involve services, consultation and representation regarding the IRS audit. We look forward to working with County of Plumas in pursuing these legal objectives. If we can assist the County of Plumas in other areas, please let me know.

Please refer to the attached Billing and Policy Summary for details as to our representation.

I and Mike Moye will be the attorneys responsible for this matter. Our billing rates are \$395 per hour. When appropriate, we use attorneys, paralegals, and legal research assistants at different hourly rates to handle work commensurate with their experience and expertise. Attorneys with special expertise in a given area may become involved in your representation from time to time, with your approval. I will review your invoices for accuracy and maintain responsibility for the attorney-client relationship.

Our invoices contain a detailed narrative of the services rendered, together with the name of the attorney or paralegal involved, the time spent, and the amount charged. We recommend that you treat our invoices as confidential documents and safeguard them appropriately. [In this matter, we will direct the invoices to you.]

We realize there are many qualified firms to choose from and are pleased you have selected our firm to assist you with your matter. We care deeply about our clients and are proud to say we have many clients who have been with our firm for more than 50 years. We strive to provide exceptional client service to all of our clients. We welcome the County of Plumas as a valued client and look forward to assisting in the achievement of its objectives. You can obtain more information about my background and our firm's services from our website, www.hansonbridgett.com.

Very truly yours,

A handwritten signature in black ink that reads "Frank J. DeMarco".

Frank J. DeMarco

Attachment

R. Craig Settlemire
July 16, 2014
Page 2

I have read and understand this engagement letter/fee agreement and the attachments. I hereby confirm the engagement of Hanson Bridgett LLP to represent the County of Plumas in accordance with its terms.

COUNTY OF PLUMAS

By: _____

Title: _____

Date: _____

Billing and Policy Summary

1. **Billing Practices.** We have learned from experience that the attorney-client relationship works best when clients receive a full explanation at the outset about fees and payment terms. California law requires written fee agreements in many cases, and we have found that our clients prefer to have them even when not legally required. This "Billing and Policy Summary" sets forth the principles underlying our fees and other charges. Please review it and let me know if you have any questions about our billing policies. In addition, you should direct any future questions about our billing practices or any particular invoices to me.

2. **Fees.** Except as otherwise agreed with a client, we bill for our services on an hourly basis. We account for our time in tenth-of-an-hour increments, and calculate fees by applying hourly rates assigned to attorneys and other staff to the time spent on a matter. On occasion, we may utilize contract employees to assist in providing legal or paralegal services, working under our direct supervision. In such cases the client is billed at an appropriate hourly rate commensurate with that of our professional staff with equal experience and expertise. All billing rates are reviewed annually and may be adjusted periodically.

3. **Other Charges.** Depending on the matter, we may have to use various in-office support systems and outside services. Therefore, you may incur and be billed for costs in addition to professional fees, subject only to written policies regarding the billing of disbursements that a client may provide to us in advance of the engagement. Usually we bill such charges to a client's account at the time they are incurred. Examples include photocopying, overnight delivery, messenger services, computer research, travel expenses, court filings, court reporting, management of electronically stored information, and expert witnesses. In some cases, we may request that a client pay the invoice of an outside vendor directly. These expenses are billed at the actual cost with no additional mark up to you.

4. **Fee Estimates.** From time to time, we may be asked to provide estimates of anticipated fees. Although we will make every effort to do so in a manner appropriate to the circumstances, these estimates may be subject to uncertainties beyond our control. Such estimates should not be viewed as a maximum or minimum fee quotation, unless we expressly confirm so in writing.

5. **Billing Procedures.** Ordinarily, we will bill clients on a monthly basis. Each invoice will separately state the amount of fees and costs. Unless otherwise specified, each represents fees and disbursements charged to the client through the end of the preceding month. The full amount of each invoice is due upon receipt by the client. Although we seek to include all fees and charges for a billing period, certain time and cost items from a billing period may not appear in the invoice for that period. Instead, they may be included in a later invoice. Matters such as probate, bankruptcy, and trust services and certain financial transactions may involve billing at specified times other than monthly, as mutually agreed upon by the client and the firm, or as required by the court.

6. **Payment Terms.** Payment is due upon presentation of the invoice. Invoices that remain unpaid after thirty (30) days from the invoice date are subject to a late payment charge of ten percent (10%) per year. Payments that are made "on account" and not identified with a specific invoice will be credited to outstanding invoices chronologically, first to costs and then to fees.

7. **Credit Report.** By executing this engagement letter, you agree that we have the right to obtain a consumer report from a recognized credit reporting agency. Should we choose to

obtain such a report, it would be for the purposes of extending credit to you or to review or collect a past due account.

8. **Insurer's Role.** If you are insured for all or part of the costs of our representation, we will work with you to provide the insurer with the necessary information regarding the claim. However, insurers frequently assert, rightly or wrongly, that they are not obligated to pay for all fees and costs or to pay them on a current basis. For this reason, our fees and costs will be billed to you and payment will be due from you on a current basis, irrespective of any eventual reimbursement of a portion of your fees and costs by your insurer.

9. **Preservation of Electronic Discovery.** If your engagement includes a litigation matter, it is possible that it will involve electronic discovery. Under California and federal law, the obligation to provide discovery of electronic information carries with it the obligation to preserve such information. Failure to preserve all electronic and paper information that is later determined to be of potential importance to pending or threatened litigation can result in a range of sanctions, including, in extreme cases, the sanction of an adverse judgment. This evidence may also turn out to be critical to your ability to prove facts that support your position in the case, or disprove facts that the opposing party offers. Many electronic document storage systems contain programs that automatically overwrite or delete data. It is therefore important that you take appropriate steps to ensure that all information and electronic data that may be relevant is not lost, deleted, or destroyed. As such, we recommend that normal document management policies, or automatic purging of electronic records, be suspended as to the matters at issue in any pending or threatened litigation until the matter is concluded. Please contact me for our fee schedule for assistance with collecting and processing electronically stored information as needed in your matter.

10. **Conflicts Review.** We have performed a computerized check of potential conflicts of interest that might have prevented us from providing representation in this matter. Based on information provided by you, as well as the information available in our files, we are not aware of any conflicts of interest at this time. If you later learn of any additional parties with an interest in this matter, you should notify us immediately so that we can be certain that they create no problem with this representation. We will conduct a similar search with respect to each new matter you may refer to the firm.

11. **Non-Representation of Subsidiaries.** Our engagement is with the entity to whom this letter is addressed. Unless otherwise agreed to in writing, we do not represent your parent, subsidiary, affiliate, directors, officers, or other related entity as a client. We do not regard a representation adverse to a parent, subsidiary, affiliate, director, officer, or other related entity as being adverse to you.

12. **Advance Waiver.**

Given the scope of our firm wide business and client representations, it is possible that some of our present or future clients have or will have matters adverse to you while we are representing you. We understand that you have no objection to our representation of parties with interests adverse to you, and waive any actual or potential conflict of interest as long as those other engagements are not substantially related to our services to you.

We agree, however, that your consent to, and waiver of such representation shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage or potential material

disadvantage. By agreeing to this waiver of any claim of conflicts as to matters unrelated to the subject matter of our services to you, you also agree that we are not obliged to notify you when we undertake such a matter that may be adverse to you.

Similarly, new lawyers frequently join our firm. These lawyers may have represented parties adverse to you while employed by other law firms or organizations. We assume, unless you notify us otherwise and consistent with our ethical standards, that by this waiver, you have no objection to our continuing representation of you notwithstanding our lawyers' prior professional relationships and that we have no obligation to notify you of any such potential conflicts should they arise.

13. Cooperation. To perform our services effectively, we require the support of each client. You can assist us by keeping us fully informed as to facts and developments relevant to our representation of you and to each matter assigned. It is essential that each client (as well as any employees or representatives) provide us with accurate and complete information, including written materials when requested, and that each client make its personnel available to the extent required. Failure to assist in this way may affect our ability to represent a client adequately, and could result in our withdrawal as legal counsel.

14. No Warranty of Result. We cannot predict or represent that a particular result can be obtained within a specified time. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services.

15. Return and Disposition of Files. After our services conclude, we will, upon your request, deliver to you the files that we created in providing representation to you, along with any funds or property of yours in our possession. If you do not request the files, we will retain them for a period of five years after the matter is closed. At the end of the five-year period, we will have no further obligation to retain the files.

16. Arbitration of Disputes. While we certainly do not anticipate conflict between us, in the event of any material dispute regarding the services provided or fees charged by the firm which cannot be settled amicably, we both agree that such dispute shall be submitted, as soon as practicable, to final and binding arbitration in San Francisco in accordance with the rules and procedures of JAMS Inc., a private mediation and arbitration facilitator. Any dispute shall be strictly confidential between us and, except for our own representatives, will not be disclosed to any other person or entity.

17. Internal Firm Communications. In the course of your representation, it may become necessary for our lawyers to analyze or address their or the firm's professional duties or responsibility regarding an issue in your matter by consulting the firm's General Counsel. We believe that the ability of our lawyers to consult on such issues as needed benefits the firm and our clients and is part of our efforts to maintain our high standards of ethics and professionalism. You will not be charged for such consultations if they occur. It is possible that a conflict of interest might be deemed to exist as between our lawyers and the firm on the one hand and you or your company on the other hand, arising out of these communications. As a condition of this engagement, you consent to waive any claim of conflict of interest that might be deemed to arise out of any such communications. You further agree and acknowledge that these are our attorney-client communications protected from disclosure to you or anyone else and that you will not seek to discover or inquire into them and may not be advised that they are occurring. Before agreeing to this waiver, we encourage you to seek independent counsel regarding the import of this consent. Of course, nothing in the foregoing shall diminish or otherwise affect our obligations to keep you informed of all material developments in your

representation, including any conclusions arising out of such internal communications to the extent that they affect your interests. Your execution of our Engagement Letter confirms your agreement to this provision.

18. Termination. Clients may terminate our legal services at any time effective upon delivery of written notice to the firm. In this event, we will be entitled to receive all fees and costs incurred up to the date of termination. Unless we specifically agree to do so, we will provide no further services and advance no further costs on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal, and (b) establish standards for mandatory and permissive withdrawal under certain circumstances. Failure by a client to pay our bills in full, and on a timely basis, can constitute adequate grounds for us to withdraw. If we are attorney of record in any proceeding at the time we receive a termination notice, you will be required to execute and return a Substitution of Attorney consent immediately upon receipt, regardless of who initiates the termination.

19. Entire Agreement. This attached letter and this Billing and Policy Summary represent our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or guarantees made before this time. To signify your agreement with the terms of this letter, please sign the original and retain it for your files. You should sign the enclosed copy of the letter and return it to us for our files. I am enclosing a pre-addressed envelope for your convenience. Of course, you have the right to seek the opinion of independent legal counsel or any other advisors, if you wish to do so, in order to determine whether each and every aspect of this agreement is in your best interests and is acceptable as drafted.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

64
Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART
DIRECTOR

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

DATE: JULY 14, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

A handwritten signature of Elliott Smart, which appears to read "ESS".

SUBJ: BOARD AGENDA REQUEST FOR AUGUST 12, 2014

RE: ADOPT A RESOLUTION RATIFYING A WAGE INCREASE FOR
REPRESENTED IHSS HOME CARE WORKERS

It is Recommended that the Board of Supervisors

Approve a resolution ratifying a wage increase agreed upon between the represented IHSS Home Care Workers (Providers) of the California United Homecare Workers Union (CUHW), Local 4034, AFSCME/SEIU and the Nevada-Sierra In-Home Supportive Services Public Authority acting on behalf of the Plumas County IHSS Public Authority Governing Board.

Background and Discussion

A Memorandum of Understanding previously agreed to between the Plumas County IHSS Public Authority Governing Board and the IHSS in-home care providers represented by the California United Homecare Workers included a provision for a wage reopeners in 2014. Represented IHSS in-home care providers and the Nevada-Sierra Public Authority, acting on behalf of the Plumas County IHSS Public Authority Governing Board, concluded meeting and conferring on June 23, 2014 and have reached a tentative agreement regarding wage rates.

The agreement is tentative until both the Union and the Governing Boards ratify it. The increase does not become effective until the State Department of Social Services receives confirmation of the ratifications and then programs the increase into computer files that generate pay checks for in-home care providers. The essence of the agreement is that as soon as possible following ratification of the change, the wages of IHSS Providers will be increased from \$9.00 per hour to \$9.50 per hour. (The California minimum wage rate increased to \$9.00 per hour effective July 1, 2014).

The Department of Social Services was advised on July 21, 2014, that California United Homecare Workers had ratified the wage rate increase. Subject to ratification by the Plumas County IHSS Public Authority Governing Board today, as is recommended, there will need to be additional work performed by the State Department of Social Services as described above. It is likely that the actual change from \$9.00 to \$9.50 won't appear on checks until September.

Financial Impact

There is no impact to the County's General Fund as a result of this approval. There will be a cost to 1991 Realignment funds to implement this increase. The share is limited to a maximum of three percent of the total cost of the increase. The increase is tied to the actual number of paid hours by month.

Copies: PCDSS Management
 Ann Guerra, Executive Director, Nevada-Sierra Public Authority
 Janell Sommer, Administrative Assistant

Enclosure

RESOLUTION NO. _____

**A RESOLUTION RATIFYING A WAGE INCREASE AGREED UPON BETWEEN THE
REPRESENTED IHSS PROVIDERS OF THE CALIFORNIA UNITED HOMECARE WORKERS
UNION, LOCAL 4034, AFSCME/SEIU AND THE NEVADA SIERRA IN-HOME SUPPORTIVE
SERVICES PUBLIC AUTHORITY ACTING ON BEHALF OF THE PLUMAS COUNTY IHSS
PUBLIC AUTHORITY GOVERNING BOARD**

WHEREAS, the Nevada-Sierra Regional In-Home Supportive Services (IHSS) Public Authority (NS-PA) is a multi-county Joint Powers Agency which operates on behalf of Nevada, Sierra and Plumas counties; and, is charged with performing certain administrative functions regarding IHSS matters with respect to those counties; and,

WHEREAS, in June 2014 the NS-PA concluded collective bargaining by meeting and conferring in good faith with the California United Homecare Workers Union Local 4034, AFSCME/SEIU as the union representing IHSS care providers in Plumas County, providing for a wage of \$9.50 per hour effective upon ratification of the agreement by the Union, final approval of the Governing Boards and approval by the State of California; and,

WHEREAS, this increase will apply to all of the independent providers of In-Home Supportive Services within Nevada, Sierra and Plumas counties; and,

WHEREAS, the MOU with IHSS workers specifies that if either the state or federal participation levels are reduced, or if either the state or federal sharing formula is modified in any manner that would result in an increased cost to the Counties to maintain the wage level described in this Agreement, wages will be reduced by an amount necessary to keep the total cost to the Public Authority the same as such costs existed on the day prior to the effective dates of such reduction or modification; and,

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Plumas County In-Home Supportive Services Public Authority approves and ratifies a modification of the wage rate paid to IHSS in home care providers to \$9.50 per hour effective upon approval by the State of California.

BE IT FURTHER RESOLVED that the NS-PA is authorized to submit necessary documentation of this action on behalf of the Plumas County IHSS Public Authority Governing Board to the California Department of Social Services.

The foregoing Resolution, was duly passed and adopted by the Governing Board of the Plumas County In-Home Supportive Services Public Authority at a regular meeting of said Board held on the XXX day of XXX by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Chair, Governing Board of the Plumas
County IHSS-Public Authority

Clerk of the Board