

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF APRIL 07, 2015 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

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

### **AGENDA**

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

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

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

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

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



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

## STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

### PUBLIC COMMENT OPPORTUNITY

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

### DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

## ACTION AGENDA

### **1. CONSENT AGENDA**

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

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

- 1) Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Almanor Recreation and Park District: 26<sup>th</sup> Annual Chester Classic 4<sup>th</sup> of July Run – July 04, 2015)
- 2) Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Indian Valley Chamber: Taylorsville Pioneer Days Parade – June 13, 2015; Taylorsville 4<sup>th</sup> of July Parade – July 04, 2015; Gold Digger's Day Parade – July 18, 2015; Veteran's Day Parade – November 11, 2015; Taylorsville Light Parade – November 28, 2015)
- 3) Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Lake Almanor Chamber of Commerce & Visitors Bureau: 33<sup>rd</sup> Annual Mile High 100 – June 20, 2015; Annual 4<sup>th</sup> of July Parade – July 04, 2015)
- 4) Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Quincy Chamber of Commerce: 70<sup>th</sup> Annual Plumas-Sierra County Fair Parade, Quincy, August 15, 2015)

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

Approve Board minutes for March 2015

#### **C) SHERIFF**

- 1) Approve and authorize the Chair to sign contract between County of Plumas and Property Room.com, Inc. for sell of all unclaimed evidence, asset forfeiture property. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract between County of Plumas and Little Norway Marine Service of \$20,000 to provide service to Sheriff's boats; approved as to form by County Counsel

**D) PROBATION**

Authorize the Probation Department to solicit for "Request for Proposals" under the Recidivism Reduction Grant for Education/Vocational Training; Personal Growth & Development; and Health and Nutrition

**E) EMERGENCY SERVICES**

Approve continuation of local emergency due to drought

**F) ELECTIONS**

Certify election results of the Indian Valley Community Services District Recall Election conducted March 24, 2015

**G) PUBLIC WORKS**

- 1) Adopt Plans and Specification for the A15 Guardrail Project (Federal Project HRRRL-5909(084), County Route A15
- 2) Solid Waste: Adopt **RESOLUTION** to Participate in the CalRecycle Used Oil Collection Program for Five Years
- 3) Approve Professional Services Agreement for Storm Water Compliance, Sampling and Reporting at the Chester Landfill, subject to approval by County Counsel

**H) PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Director of Public Health and Chair to sign Service Agreement HPP1415GRVL with Greenville Rancheria of \$2,125 for Hospital Preparedness Program
- 2) Approve and authorize the Chair to sign an Agreement Number PARTC1415PDH-1 with Plumas District Hospital of 26,000; approved as to form by County Counsel

**I) MENTAL HEALTH**

Approve and authorize the Chair to sign First Amendment to Agreement between County of Plumas and Plumas Crisis Intervention and Resource Center for FY 2014-2015 to perform mental health support and community services; approved as to form by County Counsel

**2. DEPARTMENTAL MATTERS**

**A) PROBATION – Dan Prince**

Authorize the Probation Department to recruit and fill vacant 1.0 FTE Legal Services Assistant I/II position; discussion and possible action

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

Adopt **RESOLUTION** amending the 2014-2015 County Personnel Allocation: **Roll call vote**

- Budget Unit 70560 Public Health – Add 1.0 FTE Health Education Coordinator I/II, Health Education Specialist and/or Community Outreach Coordinator; Add 1.00 FTE Public Health Nurse I/II, Registered Nurse I/II and or Licensed Vocational Nurse I/II; and
- Budget Unit 20830 Senior Nutrition - Add 1.0 FTE Site Manager; and Add .45 FTE Assistant Cook; and
- Budget Unit 20480 Senior Transportation – Add .50 FTE Driver I/II/III; and
- Budget Unit 20640 Veterans Services – Add 1.0 FTE Veterans Services Representative I/II, effective April 7, 2015; Budget Unit 70559

**C) SOCIAL SERVICES – Elliott Smart**

Approve budget transfers within the Department of Social Services: Transfer of \$25 from 70590-51000 Regular Wages to 70590-51150 Life Insurance; transfer \$5,000 from 70590-51000 Regular Wages to 70590-51060 Overtime; and transfer \$1,000 from 20430-51000 Regular Wages to 20430-51090 Group Insurance; discussion and possible action

D) **SHERIFF** – Greg Hagwood  
Approve budget transfer of \$203 from Criminal Justice Construction Fund Contingencies (20293-528400) to Security System (544180) to cover costs for replacement of security system (jail door); **four/fifths required roll call vote**

E) **LIBRARY/LITERACY** – Lynn Sheehy  
Approve supplemental budget transfer of \$15,000 from State-Corr AB 109 (20675-44079) to various accounts (Department 20675); discussion and possible action

F) **FAIR** – John Steffanic  
Approve supplemental budget transfer of \$36,000 for receipt of unanticipated revenue from the State Department of Fairs & Exhibitions and approve \$26,000 for maintenance and repair projects; and \$10,000 for electric charges at the Fairgrounds; discussion and possible action

G) **VETERANS SERVICES** – Jimmy LaPlante  
Presentation regarding activities related to the Veterans Services Office

### **3. BOARD OF SUPERVISORS**

- A. Accept letter of resignation from Dan Prince, Chief Probation Officer effective April 29, 2015; and direct Human Resources to begin recruitment to fill the position; discussion and possible action
- B. Adopt **RESOLUTION** of Agreement adopting a Property Tax Transfer Agreement for Plumas County LAFCo Annexation File No. 2014-ANNX-0003 to La Porte Fire Protection District. **Roll call vote**
- C. Adopt **RESOLUTION** approving Proposed Revisions to the California Home Finance Authority (CHF) (formal name change to Golden State Finance Authority pending) Joint Powers Agreement; and authorize the Chair to sign the Joint Powers Agreement as submitted. **Roll call vote**
- D. Ratify Plumas County comments on the Draft Environmental Impact Report (DEIR) for the 401 Water Quality Certification for FERC 2105 (Upper North Fork Feather River Hydroelectric Project) submitted on March 26, 2015; discussion and possible action
- E. Approve and authorize the Chair to sign Professional Services Agreement between the County of Plumas and Kemper Consulting Group for 1) a review of the core organizational components of the Plumas County Mental Health Department and the Department of Alcohol and Drug Programs and development of a plan for a combined Department of Behavioral Health, and 2) administration, fiscal reporting, and clinical consultation to the Director of Mental Health on an interim basis; discussion and possible action
- F. Correspondence
- G. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
- H. Appointments  
**Nor-Cal EMS**  
Appoint a Plumas County alternate to the Nor-Cal EMS Board of Directors

### **MENTAL HEALTH COMMISSION**

Appoint Dennis Thibeault and re-appoint Hank Eisenman and Merle Rusky to the Plumas County Mental Health Commission

### **TRINDEL INSURANCE FUND**

Appoint Patrick Bonnett as Alternate to the Trindel Insurance Fund Board of Directors replacing Supervisor Simpson

#### **4. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Fair Manager
- B. Personnel: Public employee employment/dismissal/separation – Mental Health Director
- C. Conference with Legal Counsel: Claim Against the County filed by Lorraine F. Ruscelli on November 13, 2014
- D. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBP-550066, TIBO-550140, TIBM-531343, TIBL-426665 and TIBM-550108)
- E. 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
- F. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – County of Plumas v. BCM Construction, et al., Plumas Superior Court Case No. CV14-00168
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- H. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

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

##### **ADJOURNMENT**

Adjourn meeting to Tuesday, April 14, 2015, Board of Supervisors Room 308, Courthouse, Quincy, California.

# BOARD OF SUPERVISORS

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



April 07, 2015

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request**  
**ALMANOR RECREATION AND PARK DISTRICT**  
**36<sup>TH</sup> Annual Chester Classic 4<sup>th</sup> of July Run – July 04, 2015**

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

Sincerely,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works

# BOARD OF SUPERVISORS

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



April 07, 2015

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request**  
**INDIAN VALLEY CHAMBER**

- Taylorsville Pioneer Days Parade – June 13, 2015
- Taylorville 4<sup>th</sup> of July Parade – July 04, 2015
- Gold Digger's Day Parade – July 18, 2015
- Veteran's Day Parade – November 11, 2015
- Taylorsville Light Parade – November 28, 2015

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

Sincerely,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works

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



April 07, 2015

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request**  
**LAKE ALMANOR CHAMBER & VISITORS BUREAU**  
**33<sup>RD</sup> Annual Mile High 100 – June 20, 2015**  
**Annual 4<sup>th</sup> of July Parade – July 04, 2015**

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

Sincerely,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works



## LAKE ALMANOR AREA CHAMBER OF COMMERCE & VISITORS BUREAU

WORKING TOGETHER FOR SUCCESS

*Directors  
2013-2014*

March 27, 2015

*Linda Pohler,  
President*

TO: Sherri Thrawl  
Plumas County Board of Supervisors  
520 Main Street Room 309  
Quincy, California 95971

*Ronnie  
Theobald,  
Vice President*

RE: Support &/or Approval of Event Plans  
The 33<sup>rd</sup> Annual Mile High 100  
DATE: Event held June 20th 2015

*Dawn Lee,  
Secretary*

To Whom It Concerns;

*Tracey Smith,  
Treasurer*

We, the Lake Almanor Area Chamber of Commerce, are beginning the process of filing the road encroachment applications with the State and County for our annual bicycling event, "The Mile High 100" which begins & ends in Chester, California on the above prescribed date.

*Directors:  
Eric Dunbar  
Cliff Fahey  
Sharon Geney  
Ian James  
Jay Sabelman  
Allison  
Steinberg*

The Plumas County Roads Dept. & Cal-Trans both require a letter of support from the following entities: County Board of Supervisors, California Highway Patrol & the Plumas County Sheriff's Department. **Therefore, we are hereby requesting, from you, a letter of support for this event.**

*Monte  
Stelzreide  
Lynne Turner  
Lisa Williams*

This event will operate on State and County roads. No road closures are required & the cycling event will follow the same routes used in the past consecutive years.

I have attached the route maps that will be utilizing Hwy 36, A-13, Hwy 147, and Hwy 89. In addition, we will be using removable stake signage instead of water-based paint to mark the route.

If you have any suggestions that could help us with the event or if you have any questions, please let us know.

We continually appreciate the support we receive from you in the planning & execution of our events and we look forward to working with you each year... Again, we thank you.

Sincerely,

Kim James  
Chamber Manager



**LAKE ALMANOR AREA CHAMBER OF COMMERCE  
& VISITORS BUREAU**  
**WORKING TOGETHER FOR SUCCESS**

*Directors  
2013-2014*

March 20<sup>th</sup> 2015

*Linda Pohler,  
President*

Ms. Sherrie Thrall  
Plumas County Board of Supervisors  
520 Main Street, Room 309  
Quincy, CA 95971

*Ronnie  
Theobald,  
Vice President*

**Re: Approval of Plans for July 4<sup>th</sup> Parade**

*Dawn Lee,  
Secretary*

Greetings;

*Tracey Smith,  
Treasurer*

Once again it is time to prepare for our annual 4<sup>th</sup> of July parade here in Chester.

As the lead organization in these preparations, The Lake Almanor Area Chamber of Commerce must acquire a letter of support from the following entities:

*Lisa Williams  
Sharon Geney*

Plumas County Board of Supervisors

*Eric Dunbar*

California Highway Patrol

*Cliff Fahey*

Plumas County Sheriff's Department

*Ian James  
Jay Sabelman*

**We are therefore requesting your letter of support for the Parade** which, when received, will be attached to our application for encroachment permits & submitted to Cal-Trans Department of Transportation & Plumas County Roads Department.

*Allison  
Steinberg  
Monte  
Stelzreide  
Lynne Turner*

The Parade will enter Highway 36 from the Collins Pines Road & continue east down Main Street/Hwy 36 (through town) until it exits the Highway at Olsen Road.

Plans for detouring traffic around the parade route remain the same as well using the Airport Road, First Avenue, Gay Street & Melissa Street, route as indicated in the enclosed maps/notes.

The highway closure & detour will be in operation beginning at 10:30 A.M. & will continue for approximately a two-hour period. The routes will be clearly marked during that time.

As always we enjoy our participation in bringing the parade to the community & we greatly appreciate the support we receive from you in helping this event happen.

Sincerely,

Kim James  
Chamber Manager  
(530) 258-2426

# BOARD OF SUPERVISORS

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



April 07, 2015

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request**  
**QUINCY CHAMBER OF COMMERCE**  
**70<sup>TH</sup> Annual Plumas-Sierra County Fair Parade, Quincy**  
**(August 15, 2015 at 10:00 a.m.)**

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

Sincerely,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works



# Office of the Sheriff *lc1*

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** March 16, 2015  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood *(Signature)*  
**RE:** Agenda Items for the meeting of April 7, 2015

**It is recommended that the Board:**

Approve and sign contract #PCSO00116 between the Plumas County Sheriff's Office (PCSO) and Property Room.com.

**Background and Discussion:**

The term of this contract is 04/01/15 – 03/31/16. This purpose of this agreement is to have Property Room.com sell all unclaimed evidence, asset forfeiture property and County property deemed to be auctioned.

Agreement has been approved as to form by County Counsel.

PCSOΦΦ116



5257 Buckeystown Pike, Suite 475  
 Frederick, MD 21704  
 Tel: 240.751.9123  
 Fax: 240.230.0229  
 Federal Tax ID: 86-0962102

## Property Disposition Service Agreement

Version date: 2014-December

Owner Name: <b>County of Plumas- the Sheriff</b>	NJPA Agreement: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mailing Address:  <b>1400 E. main Street</b>	NJPA Member #:
City, State, Zip <b>Quincy, CA 95971</b>	Signature Date:
Telephone: <b>(530) 283-6375</b>	Automatic Renewal: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Fax: <b>(530) 283-6344</b>	Expiration Date: (if not automatic renewal) <b>03/31/16</b>
Primary Contact Name: <b>Holly Taylor</b> Primary Contact Phone: <b>(530) 283-6384</b>	Primary Contact Email: <b>holly@pcso.net</b>

This agreement ("Agreement") documents the terms and conditions under which PropertyRoom.com, Inc., a Delaware corporation ("Contractor"), will provide storage, auction and disposition services ("Services") on behalf of owner named above ("Owner").

At request of Owner, Contractor agrees to establish separate accounts under the terms of this Agreement for any other departments or agencies related to Owner for purposes of complying with Owner's financial accounting requirements. Contractor also recognizes the common practice in many jurisdictions to permit related agencies the opportunity to use the services in this Agreement (to "Piggyback") according to the terms and pricing contained herein.

Contractor further stipulates that any municipal, county, or state governmental agency located in the same state as Owner may also Piggyback this Agreement. Owner acknowledges Contractor has advised Owner about Contractor's nationally awarded contract vendor status from the National Joint Powers Alliance ("NJPA") for Services described in this Agreement, and Owner can obtain complete details of the related RFP process at [www.NJPAcoop.org](http://www.NJPAcoop.org).

This Agreement comprises the entire agreement between Contractor and Owner relating to the storage, auction and disposition of property and supersedes any prior understandings, agreements, or representations by or between the parties, be they written or oral.

1. **Items Requiring Services.** Owner will designate items of property ("Property") it desires to provide to Contractor for Services. For the sake of clarity, in this Agreement, Property means smaller items, such as jewelry, electronics, bicycles and surplus spare parts, as well as larger items, such as cars, trucks, planes or industrial compressors. Contractor retains the right to accept or reject certain Property in its sole discretion.
2. **Title to Property.** Owner shall retain legal title to Property until it is purchased by auction or otherwise disposed of in accordance with the Agreement, at which time Owner will be deemed to have transferred title to the purchaser or other acquirer of the Property (the "Buyer"). Owner appoints Contractor as its representative and instrumentality to hold and offer for sale on Owner's behalf the Property, in accordance with this Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's right, title and interest in and to Property sold or disposed. Owner's Property shall, at all times before sale or disposition, be subject to the direction and control of Owner. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of every kind, arising out of the sales and dispositions of Property (collectively the "Proceeds") belong to Owner, subject to payment of amounts owed by Owner to Contractor and to third parties pursuant to this Agreement, which amounts shall be disbursed by Contractor on behalf of Owner as provided herein.
3. **Services Offered.** Contractor offers four Services for storage, auction and disposition of Property. Owner may use all or any combination of Services depending on Owner's needs as well as the type and nature of Property. Descriptions below summarize the four Services.

As and when applicable, for all four Services, Contractor agrees to use commercially reasonable efforts to store and auction Property as well as to dispose of Property not purchased at auction, subject to the ultimate control of Owner. Contractor shall sell and dispose of Property "as is" without any liability to Owner. Contractor is solely responsible for identifying and resolving sales and use tax issues arising from Property sales, including charging, collecting and remitting such taxes.

- a. **Portable Service.** The Portable Service applies to Property items small enough to be picked-up and loaded onto box trucks. Contractor will, on Owner's behalf as its representative, pick-up, test (if applicable and practicable), erase or destroy (in the case of electronic goods) hard disks and SIM cards, photograph, research, store, and list Property for sale by internet auction to the public on one or more domains selected by Contractor. Typical Property processed under the Portable Service include law enforcement property and evidence items approved for disposition, seized items, municipal surplus, and abandoned property as well as lost and found items.
- b. **Gold Service.** The Gold Service applies to Property items too large for pick-up in a box truck and for which Owner agrees to auction-in-place. At Owner's request, Contractor will list such Property for sale by internet auction to the public on one or more domains selected by Contractor. Contractor will use descriptions and digital photographs supplied by Owner. For the sake of clarity, with Gold Service, Contractor will not pick-up and store Property but rather Owner will maintain physical control until transfer of title to Buyers. Contractor will complete auctions and collect funds from Buyers and then provide Owner and Buyers mutual contact information to facilitate Property pick-up by Buyers. Typical Property processed under the Gold Service includes cars and trucks located too far from storage yards to make it economically feasible to tow; additional items include large compressors, generators, etc.
- c. **Titanium Service.** The Titanium Service applies to Property vehicles seized and or impounded by law enforcement agencies. At Owner's request, Contractor will receive tows of seized and impounded vehicles at local yard facilities ("Yards"), storing vehicles while awaiting Owner decision on whether to release a vehicle to a citizen or send to auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process paperwork and collect storage fees from citizens. Alternatively, Contractor will, on Owner's behalf as its representative, clean, photograph, store and list the Property for sale by internet auction to the public. Contractor offers Titanium Services in conjunction with subcontractor, Copart, Inc., a publicly traded company ("Subcontractor") with approximately 150 Yards around the U.S.

d. **Platinum Service.** The Platinum Service applies to the auctioning of municipal fleet vehicles and surplus equipment, i.e., Property. At Owner's request, Contractor will tow the Property to, or take delivery at Yards. Contractor will, on Owner's behalf as its representative, tow, verify drivability, clean, photograph, store and list Property for sale by internet auction to the public. Contractor offers Platinum Services in conjunction with Subcontractor. Typical Property sold under this service include municipal fleet vehicles such as automobiles and light trucks as well as specialty equipment such as fire trucks, ambulances, trash collection trucks, and other large public works equipment.

#### 4. Term and Termination.

- a. The Agreement will become effective upon signature by the parties (the "Signature Date") and, as indicated in the top section of this Agreement, will continue for either:
  - (1) An initial term of 1-year from the Signature Date and thereafter will automatically renew for consecutive 1-year terms unless written notice of non-renewal is provided by either party to the other at least 60 days prior to the expiration of the then current term; or
  - (2) An initial term specified by the Owner of at least 1-year, after which a renewal agreement will be required by the Owner. If Owner selects this option, Contractor will send Owner a Notice of Renewal 60 days prior to Agreement expiration.
- b. The Agreement may be terminated by either party upon 30 days prior written notice to the other party.
- c. The rights of the parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. The exercise of any such right or remedy will not preclude the exercise of any other rights and remedies.
- d. Notwithstanding any termination by either party of the Agreement, Contractor will continue to remit Proceeds arising under the Agreement (net of amounts owed by Owner to Contractor and to third parties pursuant to the Agreement) in connection with any sales made before the effective date of the termination. At the time of termination, any unsold inventory shall continue to be auctioned by Contractor or disposed on behalf of Owner or returned to Owner, at Owner's election and cost.

#### 5. Allocation of Sales Proceeds.

For all Services, "Winning Bid" means the highest amount committed and paid by any auction participant ("Buyer") for a Property item sold. For the sake of clarity, Winning Bid does not include shipping, buyer or other fees, nor does Winning Bid mean or include an amount that a Buyer commits to pay but later fails to pay.

##### a. Portable Service

- (1) **Sales Price.** Total Proceeds paid by Buyer shall be called "Sales Price." Sales Price shall include the Winning Bid plus fees (the "Fees"), such as shipping and handling, taxes, and insurance costs associated with the transaction and paid by Buyer.
- (2) **Transaction Costs.** Contractor shall utilize Fees, and not the Winning Bid, to pay or remit costs for shipping and handling, taxes, and insurance.
- (3) **Contractor Commission.** For each item of Property, Owner will pay to Contractor a fee (the "Contractor Commission") equal to 50% of the first \$1,000 of the Winning Bid and 25% of the Winning Bid portion, if any, that exceeds \$1,000. The amount of the Winning Bid remaining after deduction and payment of the Contractor Commission will be called "Owner's Gross Proceeds".
- (4) **Processing Costs.** Credit card processing costs ("Credit Card Cost") and affiliate processing fees (the "Affiliate Fees," which include commissions and processing costs paid to third parties if such a third party sent the winning bidder to the website), will be borne by Owner and Contractor in proportion to the ratio of Owner's Gross Proceeds to Contractor Commission. Owner's portion of Credit Card Cost and Affiliate Fees (collectively, the "Processing Costs") will be paid by Contractor to applicable third parties on Owner's behalf.
- (5) **Net Proceeds.** "Owner's Net Proceeds" shall mean the amount of the Winning Bid paid to Owner after deduction and payment of Contractor Commission and Processing Costs.

(6) **Fuel Surcharge.** For Portable Services, Contractor does not charge pick-up fees, hourly labor rates or mileage charges. However, if and when fuel prices rise above a level as shown in the schedule below, a fuel surcharge ("Fuel Surcharge") will be paid to Contractor out of Owner's Net Proceeds for each manifest of Portable items picked up at Owner's location. Contractor tracks benchmark average retail diesel prices as published online by the Energy Information Administration of the U.S. Department of Energy and resets the Fuel Surcharge quarterly based on average weekly pricing from the prior quarter. Fuel Surcharges, if any, are deducted from monthly Owner's Net Proceeds.

**Fuel Surcharge Schedule**

Retail Diesel (per gal)	Fuel Surcharge*
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20
\$ 4.00 to \$ 4.49	\$ 49.60**

\* Divides across locations and/or sub-accounts picked-up same day

\*\* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

(7) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.

(8) **Disposal.** To the extent that Property is not sold by auction, Contractor will dispose of Property in a commercially reasonable manner, including, but not limited to, sending to recycling, landfill, or scrap processor. Owner understands and agrees:

- For Property not sold by Auction, disposition activities create additional Contractor processing costs (the "Disposal Costs") and potentially a disposition Sales Price (the "Disposition Proceeds").
- Disposal Costs include, but are not limited to, labor cost of reloading Property onto a truck, labor and vehicle costs associated with transporting Property for disposition, and third-party fees, such as landfill, recycling, and hazardous material disposal fees.
- Disposition Proceeds include, but are not limited to, a Sales Price obtained for scrap metal.
- Contractor will bear the burden of Disposal Costs.
- Contractor will retain Disposition Proceeds, if any, as an offset to Disposal Costs, except if Disposition Proceeds for an item of Owner Property exceed \$250, in which case Owner shall be entitled to retain a portion of Disposition Proceeds calculated in accordance with Section 5a above, provided that Disposition Proceeds will be deemed be equivalent to "Winning Bid" and the Disposal Costs will be deducted as a processing cost under Section 5a(4) above.

b. **Gold Service**

- Sales Price, Transaction Costs, Processing Costs & Net Proceeds.** Same as in 5a(1), 5a(2), 5a(4) and 5a(5).
- Contractor Commission.** For each item of Property sold at auction, Owner will pay to Contractor a fee equal to 5% of the Winning Bid. In addition, Contractor will separately charge Buyer a 15% buyer's premium paid directly to Contractor by Buyer (the "Buyer's Premium").

c. **Titanium Service.** Owner will pay Contractor a "Contractor Commission", "Tow Fees", and "Storage Fees" as described below

- Contractor Commission.** For each item of Property sold at auction, Owner will pay to Contractor a fee equal to 12.5% of the Winning Bid.

(2) **Tow Fees.** For vehicles that can be hauled on a standard vehicle transporter, such as automobiles and light trucks, tow services are provided for free within thirty nautical miles of any Yard. A \$10 tow fee applies for every additional 10 nautical miles, or portion thereof, over the first 30 free nautical miles. For over-sized vehicle tows (e.g., cranes, buses, backhoes, etc.) Contractor will seek competitive bids from several haulers and Owner may choose which company to use. In addition, fees for acquiring titles on behalf of Owner, if any, will be borne entirely by Owner.

(3) **Buyer Fees.** Subcontractor will charge fees to Buyers for additional services, such as lot access, vehicle loading assistance, shipping and transportation, and other services.

(4) **Storage Fees.** For Owner vehicles sold at auction, daily storage fees ("Owner Storage Fees") equal \$5.00 per vehicle per day. For Release Vehicles, daily storage fees ("Citizen Storage Fees") equal \$10.00 per vehicle per day. Owner has the right to charge citizens higher storage fees for Release Vehicles and Contractor will collect such fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments").

(5) **Net Proceeds.** "Owner's Net Proceeds" shall mean the amount of the Winning Bid plus Citizen Payments (if any) paid to Owner after deduction and payment of Contractor Commission, Tow Fees (if any), Owner Storage Fees, Citizen Storage Fees, and any other fees for ancillary services requested by Owner, such as title fees, decal removal, etc.

d. **Platinum Service.** Owner will pay Contractor a "Contractor Commission" and "Tow Fees" as described below. Note: There are no storage fees for Platinum accounts.

- (1) **Contractor Commission.** Same as 5c(1).
- (2) **Tow Fees.** Same as 5c(2).
- (3) **Buyer Fees.** Same as 5c(3).
- (4) **Net Proceeds.** Same as 5c(5)

6. **Payment Terms.** Once a month, Contractor will remit to Owner the Owner's Net Proceeds arising from completed sales and Services rendered during the prior month. Sales are deemed completed when all items comprising a line item on the original manifest or other list of Property are sold. With each payment of Owner's Net Proceeds, Contractor will make available to Owner, online, a report setting forth the following information for the immediately preceding month:

- a. Completed sales during the prior month, including the total amount of related Proceeds collected, Citizen Remittances (if any), Contractor Commissions, the Owner and Contractor share of Processing Costs, Tow Fees (if any), Owner and Citizen Storage fees (if any), any applicable Title Fees and/or Fuel Surcharges, and Owner's Net Proceeds;
- b. Other dispositions of Property during the month; and
- c. The Property, if any, inventoried by Contractor at end of month.

7. **Contractor Obligations.** With respect to Contractor's delivery of Services:

- a. Contractor will exercise due care in the handling and storage of Property;
- b. Contractor shall keep Property free of liens, security interests, and encumbrances, and shall pay when due all fees and charges with respect to the Property;
- c. Contractor shall sign and deliver to Owner any UCC-1 financing statements or other documents reasonably requested by Owner;
- d. Contractor shall obtain and maintain insurance in an amount (determined by Contractor) not less than the replacement value of Property in its possession. The insurance will cover the Property against fire, theft, and extended coverage risks ordinarily included in similar policies. Contractor shall give Owner a certificate or a copy of each of the above upon Owner's request.
- e. Contractor agrees, in order to help Owner comply with local public notification statutes, if any, as well as to help Owner achieve higher Winning Bids, to allow Owner to place one or more clickable links (the "Links") from one or more Owner websites to [www.PropertyRoom.com](http://www.PropertyRoom.com) or other websites Contractor uses for sale of Owner items. Contractor agrees to supply technical requirements for Links to Owner.

8. **Owner Obligations.** While this Agreement is not exclusive and has no minimum requirements, Owner will use reasonable efforts to provide Contractor such Property as becomes available for sale. Owner will complete paperwork reasonably necessary to convey custodial possession of Property items to Contractor, including a written manifest or list that describes the items of Property in sufficient detail for identification.

Owner agrees it will not knowingly provide Property that is illegal or hazardous or infringes the intellectual property rights of any third party ("Prohibited Property"), including but not limited to explosives, firearms, counterfeit or unauthorized copyrighted material ("knock-offs"), poisons or pharmaceuticals. In the event Contractor determines in good faith that any Property consists of Prohibited Property, Contractor shall have the right to immediately suspend or cancel (even if completed) any auction or disposal of such Property and may refuse to sell, offer to sell or otherwise dispose of such Property. To the extent requested by Contractor, Owner will provide reasonable assistance in determining whether such Property in fact consists of Prohibited Property.

In the event any Buyer asserts a claim that any Property consists of Prohibited Property and Contractor determines in good faith that such claim is reasonably likely to be determined to be correct, Contractor may, in its discretion, accept the return of such Property and refund the Sales Price for such Property to Buyer, in which event Contractor may then destroy such Property or return such Property to Owner and such refunded Sales Price shall be deducted from future remittances of Owner's Net Proceeds made by Contractor.

9. **Restrictions on Bidding.** Contractor and its employees and agents may not directly or indirectly bid for or purchase auctioned Property on Contractor websites.
10. **Representations and Warranties of Owner.** Owner hereby represents warrants and covenants as follows (the "Conditions Precedent"):
  - a. Property delivered to Contractor is available for sale to the general public without any restrictions or conditions whatever and does not consist of Prohibited Property; and
  - b. Owner has taken necessary actions for Owner to auction the Property or to transfer title to the Property to Buyers.
11. **Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during normal business hours.
12. **Assignment.** The Agreement may not be assigned, in whole or in part, by either of the parties without the prior written consent of the other party (which consent may not be unreasonably withheld or delayed). Notwithstanding the foregoing, an assignment of the Agreement by either party to any subsidiary or affiliate or a third party acquisition of all or substantially all of the assets of such party will not require the consent of the other party, so long as such subsidiary, affiliate or acquiring entity assumes all of such party's obligations under the Agreement. No delegation by Contractor of any of its duties hereunder will be deemed an assignment of the Agreement, nor will any changes in control or any assignment by operation of law by either party. Subject to the restrictions contained in this section, the terms and conditions of the Agreement will bind and inure to the benefit of each of the respective successors and assigns of the parties hereto.
13. **Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided on the signature page of the Agreement. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

14. **Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.
15. **Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the parties waive any right to object to the venue.
16. **Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.
17. **Relationship of the Parties.** No representations or assertions will be made or actions taken by either party that could imply or establish any joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity. Whenever Contractor is given discretion in the Agreement, Contractor may exercise that discretion solely in any manner Contractor deems appropriate. Contractor shall not be liable to Owner for any Losses incurred by reason of any act or omission performed or omitted by Contractor in good faith on behalf of the Owner and in a manner reasonably believed to be within the scope of authority conferred on Contractor by the Agreement, except that Contractor shall be liable for any such Losses incurred by reason of Contractor's fraud, gross negligence or willful misconduct.
18. **Force Majeure.** Neither party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not to be deemed a cause beyond a party's control. Each party will notify the other party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, including all of the terms and conditions set forth above as well any addendum prepared by the Owner (indicate inclusion of Owner Addendum by checking here:  ) comprises the entire Agreement between the Parties. This Agreement cannot be modified except in writing by the duly authorized representatives of both parties.

OWNER

CONTRACTOR

Signor Name:

Kevin Goss

---

Signor Title:

Chair, BOS

---

Signature:

---

---

Date:

---

---

Approved ~~as~~ to form:

## **Addendum to Property Disposition Services Agreement**

This Addendum is in reference to that certain Property Disposition Service Agreement (“Agreement”) by and between PropertyRoom.com, Inc., a Delaware corporation (“Contractor”), and the County of Plumas, a political subdivision of the State of California, by and through its Sheriff’s Office (“Owner”), executed concurrently with this Addendum.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and/or additions to the Agreement that are outlined below. These additions shall be made valid as if they are included in the original stated contract. In the event of a conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall prevail.

1. The services provided by Contractor shall be on an as-needed basis upon request of the Owner. There shall be no minimum amount of business to be provided by Owner to Contractor under this Agreement.
2. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  1. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
    - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
    - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
    - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
      - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds.

The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

**CONTRACTOR:**

PropertyRoom.com, Inc., a Delaware corporation

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

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

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

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

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

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

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

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

**COUNTY:**

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

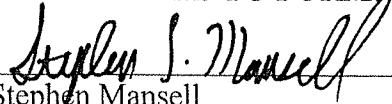
By: \_\_\_\_\_

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

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

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

**APPROVED AS TO FORM:**

 3/4/15  
Stephen Mansell  
Deputy County Counsel  
County of Plumas



# Office of the Sheriff *1c2*

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** March 25, 2015

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood 

**RE:** Agenda Items for the meeting of April 7, 2015

**It is recommended that the Board:**

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

**Background and Discussion:**

The term of this contract is 05/01/15 – 04/30/16. This purpose of this agreement with Little Norway Marine Service is to provide service to the Sheriff's boats.

Agreement has been approved as to form by County Counsel.

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and LITTLE NORWAY MARINE SERVICE, a general partnership, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand and No/100 Dollars (\$20,000.00).
3. Term. The term of this agreement shall be from May 1, 2015 through April 30, 2016, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

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

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

County:

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

Contractor:

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

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

**CONTRACTOR:**

Little Norway Marine Service

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

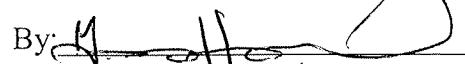
Name: Keith Peterson

Title: General Partner

Date signed:

**COUNTY:**

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

By: 

Name: Greg Hagwood

Title: Sheriff-Coroner

Date signed: 3-25-15

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

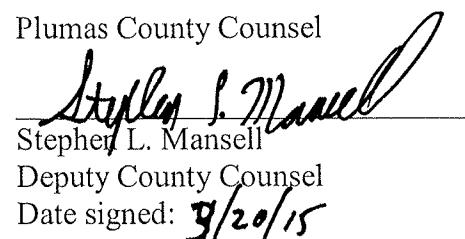
Name: \_\_\_\_\_

Title: Chair, Board of Supervisors

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

**APPROVED AS TO FORM:**

Plumas County Counsel

  
Stephen L. Mansell  
Deputy County Counsel  
Date signed: 3/20/15

## **EXHIBIT A**

### **Scope of Work**

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

**EXHIBIT B**

**Fee Schedule**

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



1/1

## PLUMAS COUNTY PROBATION DEPARTMENT

DAN PRINCE

CHIEF PROBATION OFFICER

270 County Hospital Rd #128, Quincy, CA 95971  
(530) 283-6200 Fax (530) 283-6165

**DATE:** March 26, 2015

**TO:** Honorable Board of Supervisors

**FROM:** Dan Prince, Chief Probation Officer *D. Prince*

**SUBJECT:** Plumas County Community Corrections Partnership Executive Committee – Request for Proposals under the Recidivism Reduction Grant

**Recommendation:**

At the February 18, 2015 meeting of the Plumas County Community Corrections Partnership (CCP) Executive Committee, members approved the following priority areas for a Request for Proposals under the Recidivism Reduction Grant:

- Education/Vocational Training
- Personal Growth & Development
- Health and Nutrition

**Background:**

Previously the Board of Supervisors approved the receipt of ten thousand dollars in state funding for this purpose. The funds are available to non-governmental entities to enhance offender services in order to reduce the recidivism rate.

The Chief Probation Officer is requesting that the BOS authorize the publication of an RFP to include the services listed above.



## Plumas County Office of Emergency Services

LE

270 County Hospital Road #127  
Quincy, California 95971

Phone: (530) 283-6367  
Fax: (530) 283-6241

**Date:** March 25, 2015

**To:** Honorable Board of Supervisors

**From:** Jerry Sipe

**RE:** Consent Agenda Item for April 7, 2015

**Recommendation:** Approve Continuation of Local Emergency Due to Drought

**Background and Discussion:** As the Board is aware, Section 8630 of the California Emergency Services Act states that the governing body must review the need for continuing the local emergency every month for the proclamation to remain in effect. For the drought declared on August 19, 2014, this was last done on March 3, 2015.

Until potential future impacts are less likely, it is recommended that the Board approve continuation of the local emergency due to drought.

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

Thank you.

IF

**CERTIFICATION OF ELECTION RESULTS OF THE  
INDIAN VALLEY COMMUNITY SERVICES DISTRICT RECALL ELECTION  
HELD ON MARCH 24, 2015**

I, Kathy Williams, Plumas County Clerk-Recorder, Registrar of Voters, having completed the canvass of returns for the Indian Valley Community Services District Recall Election held March 24, 2015 and recorded in the Elections Records, certify the results as follows:

**RECALL OF DIRECTORS**

**Shall Michael Yost be recalled (removed) from the office of Director of the Indian Valley Community Services District?**

Yes	372
No	215

**Shall Jane Braxton Little be recalled (removed) from the office of Director of the Indian Valley Community Services District?**

Yes	375
No	210

**Shall Bradley Smith be recalled (removed) from the office of Director of the Indian Valley Community Services District?**

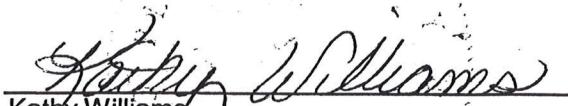
Yes	367
No	223

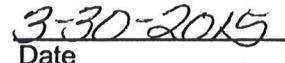
**CANDIDATES NOMINATED AS SUCCESSORS FOR THE ABOVE OFFICERS SOUGHT TO BE RECALLED**

**Vote for no more than three**

Wayen Dannemiller	183
Robert Heard	337
Mina L. Admire	185
Philip Shannon	360
Mavis Somers	121
Lee Anne Schramel	385
Write-In Votes	22

The Official Final Canvass of votes cast is attached hereto and made a part hereof.  
The total turnout of voters was 45.17%.

  
\_\_\_\_\_  
Kathy Williams  
Plumas County Clerk-Recorder, Registrar of Voters

  
\_\_\_\_\_  
Date

**INDIAN VALLEY COMMUNITY SERVICES DISTRICT  
RECALL ELECTION  
MARCH 24, 2015  
OFFICIAL FINAL REPORT**

Date:03/30/15  
Time:10:10:14  
Page:1 of 2

Registered Voters 1430 - Cards Cast 646 45.17%

Num. Report Precinct 4 - Num. Reporting 4 100.00%

**Recall Michael Yost**

	Total
Number of Precincts	4
Precincts Reporting	4 100.0 %
Total Votes	632
YES	402 63.61%
NO	230 36.39%

**Recall Jane Braxton Little**

	Total
Number of Precincts	4
Precincts Reporting	4 100.0 %
Total Votes	630
YES	404 64.13%
NO	226 35.87%

**Recall Bradley Smith**

	Total
Number of Precincts	4
Precincts Reporting	4 100.0 %
Total Votes	635
YES	395 62.20%
NO	240 37.80%

**Successor Candidate - Wayne Dannemiller**

	Total
Number of Precincts	4
Precincts Reporting	4 100.0 %
Total Votes	183
Wayne Dannemiller	183 100.00%

\*\*\* **Successor Candidate - Robert Heard \*\*\*\*\***

	Total
Number of Precincts	4
Precincts Reporting	4 100.0 %
Total Votes	337
Robert Heard	337 100.00%

**Successor Candidate - Mina L. Admire**

	Total
Number of Precincts	4
Precincts Reporting	4 100.0 %
Total Votes	185
Mina L. Admire	185 100.00%

\*\*\* **Successor Candidate - Philip Shannon \*\*\*\*\***

	Total
Number of Precincts	4
Precincts Reporting	4 100.0 %
Total Votes	360
Philip Shannon	360 100.00%

INDIAN VALLEY COMMUNITY SERVICES DISTRICT  
RECALL ELECTION  
MARCH 24, 2015  
OFFICIAL FINAL REPORT

Date:03/30/15  
Time:10:10:14  
Page:2 of 2

Registered Voters 1430 - Cards Cast 646 45.17%

Num. Report Precinct 4 - Num. Reporting 4 100.00%

Successor Candidate - Mavis Somers

Number of Precincts	Total
Precincts Reporting	4
Total Votes	4 100.0 %
Mavis Somers	121
	121 100.00%

\*\*\*

Successor Candidate - Lee Anne Schramel \*\*\*\*\*

Number of Precincts	Total
Precincts Reporting	4
Total Votes	4 100.0 %
Lee Anne Schramel	385
	385 100.00%

Successor Candidate - Write in

Number of Precincts	Total
Precincts Reporting	4
Total Votes	4 100.0 %
Write-in Votes	22
	22 100.00%

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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

Robert A. Perreault, Jr., P.E., Director      Joe Blackwell, Deputy Director

161



## CONSENT AGENDA REQUEST

for the April 7, 2015 meeting of the Plumas County Board of Supervisors

March 30, 2015

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Request Adoption of the Plans and Specifications for the A15 Guardrail Project. Federal Project HRRRL-5909(084), County Route A15 (County Road #114)

A handwritten signature in black ink that reads "Robert A. Perreault" followed by a stylized "AD" monogram.

### Background:

The agenda request is for the Board to adopt the Plans and Specifications for the A15 Guardrail Project per County Code Section 3-1.27 prior to advertisement for bids. The project is 90% funded from the Federal High Risk Rural Roads Program.

The Plans and Specifications for the A15 Guardrail Project have been reviewed and approved by County Counsel and can be viewed in its entirety at the office of Board of Supervisors Clerk of the Board located in the Plumas County Courthouse, Room 309 and at the Plumas County Public Works Office at 1834 E. Main St., Quincy, during normal hours of operation.

The present construction schedule is:

1. Solicit public bids beginning on April 2015.
2. Construction contract award in May 2015.
3. Start construction in June 2015.
4. Complete construction before Labor Day 2015.

### Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors approve the plans and specifications for Work Order #134, the A15 Guardrail Project and authorize the Department to begin advertisement for bids.

PLUMAS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE DIVISION

162

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

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

*Director of Public Works*

**CONSENT AGENDA REQUEST**

for the April 7, 2015 meeting of the Plumas County Board of Supervisors

To: Honorable Board of Supervisors

From: Robert Perreault, Public Works Director 

Subject: Resolution to appoint designee to execute documents for the Used Oil Collection Program through June 15, 2020

**Background:**

The Public Works Solid Waste Division participates in the Used Oil Collection Program every year. CalRecycle's procedures for administering the grant allow the applicant's governing body to declare by resolution authorizations relating to the administration of the grant.

County Counsel has approved the attached resolution as to form

**Recommendation:**

The Department of Public Works respectfully recommends that the Board of Supervisors approve the resolution to enable the Director of Public Works or his/her designee to execute all documents relating to the Used Oil Collection Program for the period June 15, 2015 through June 15, 2020.

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

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

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

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

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

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

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

**BE IT FURTHER RESOLVED** that this authorization is effective for five (5) years from the date of adoption of this resolution June 15, 2015 thru June 15, 2020.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 7<sup>th</sup> day of April 2015, by the following vote:

**AYES:** SUPERVISORS:

**NOES:** SUPERVISORS:

**ABSTAIN/ABSENT:** SUPERVISORS:

\_\_\_\_\_  
Chair of the Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

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

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## **CONSENT AGENDA REQUEST**

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## For the April 7, 2015 Meeting of the Board of Supervisors

March 30, 2015

To: Honorable Board of Supervisors  
From: Robert Perreault, Director of Public Works   
Subject: Approval of Professional Services Agreement for Storm Water  
Compliance, Sampling and Reporting at the Chester Landfill

## Background:

The Regional Water Quality Control Board has issued a revised (and expanded) Industrial General Permit that will become active in July, 2015.

This revised permit will affect the permit requirements for Chester Landfill.

The new requirements mandate significant additional tasks to be performed by the Solid Waste Division staff.

Public Works staff has concluded that the efficient administration of the solid waste program requires the involvement of VESTRA Resources to participate in this matter on behalf of its Solid Waste Division. Attached are:

Exhibit A, "Scope of Work,"  
Exhibit B, "Cost Estimate" and  
Exhibit C, "Rate Schedule."

The complete contract is now under review by Deputy County Counsel.

Funding is available within the current fiscal year budget for the necessary work that needs to be performed.

### Recommendation:

It is respectfully recommended that Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the attached Professional Services Agreement in the amount of \$22,190.00 for a 3 1/4 year term for services at the Chester Landfill, subject to approval as to form by the Office of the County Counsel.

Attachments: Exhibits A, B and C to the Proposed Professional Services Agreement

Exhibit "A"

**SCOPE OF WORK**  
**TASK ORDER 1-2015**  
**STORMWATER COMPLIANCE, SAMPLING AND REPORTING**  
**2015-2016 SCOPE OF WORK**  
**CHESTER LANDFILL**

## **SCOPE OF WORK**

### **Task 1 Preparation of Notice of Intent/Permit Registration Documents/Year 1 Only**

A *Notice of Intent for Industrial Storm Water General Permit* (NOI) will be prepared and submitted, along with associated Permit Registration Documents (PRDs). Plumas County will be responsible for permit fees (estimated at approximately \$1,600). In addition to the information required in the NOI, the PRDs also include a detailed facility map and an authorization form for the SMARTS electronic reporting system. The cost to prepare the NOI and PRD is \$500.

### **Task 2 Storm Water Pollution Prevention Plan/Year 1 Only**

A Storm Water Pollution Prevention Plan (SWPPP) will be prepared and submitted to the Regional Water Quality Control Board. A revised version of the Industrial General Permit was approved by the State Water Resources Control Board and will become active in July 2015. The SWPPP will be completed within the guidelines of the revised permit and incorporate findings and recommendations from the initial site visit. The preparation of the SWPPP is estimated at \$2,500.

### **Task 3 Stormwater Sampling Support/Years 1-3**

The new Industrial General Permit (effective July 2015) requires that the site operator sample a minimum of four storm events per year for the constituents applicable to the SIC code for the operation. Two sampling events must be performed from July 1 to December 31 and two sampling events from January 1 to June 30. The permit does a poor job of outlining the monitoring requirement of sample collection for areas where runoff is predominately related to snowmelt or sites inaccessible in winter months. During a typical winter, you may only be able to sample two events in the spring (between January 1 and June 30). If we continue to have warm storms that produce rain in the Chester area, there is the possibility that two storms would need to be sampled prior to January 1 each year.

To reduce the number of discharge locations for the facility, we recommend the installation of an earthen berm along the downslope side of the facility, resulting in two discharge points, one on each side of the access road. Landfill operations (SIC 4953) require additional monitoring of iron in addition to the standard parameters of total suspended solids, oil and grease, and pH. Assuming two discharge points, analytical costs are approximately \$325 per sampling event (or \$1,300 annually). The County can collect samples for submittal to a laboratory. Should you chose to have VESTRA conduct sampling, the additional cost would be \$700 per event (or \$2,800 annually). This would bring the total cost for analytical and sampling to \$4,100 per year.

**Exhibit "B"**  
**COST ESTIMATE**  
**TASK ORDER 1-2015**  
**STORMWATER COMPLIANCE, SAMPLING AND REPORTING**  
**2015-2016 SCOPE OF WORK**  
**CHESTER LANDFILL**

The estimated costs to complete the work in Exhibit "A" are summarized in Tables 1.

<b>Table 1</b> <b>ESTIMATED COSTS</b>					
<b>Years</b>	<b>Task No.</b>	<b>Description</b>	<b>Estimated Cost</b>		
1	1	Preparation of NOI and PRDs	\$500		
1	2	Storm Water Pollution Prevention Plan	\$2,500		
1-3	3	Stormwater Sampling Support <sup>1</sup>	\$4,100		
1-3	4	Annual Reporting	\$1,500		
1-3	5	Project Management	\$860		
<b>Total Estimated Costs by Year*</b>					
Current Year	4 <sup>th</sup> Quarter FY 2014-2015 (April-June)		\$4,430		
Year 1	FY 2015-2016		\$6,160		
Year 2	FY 2016-2017		\$6,160		
Year 3	FY 2017-2018		\$6,160		
<b>Total Not-to-Exceed Amount for Term of Agreement</b>			<b>\$22,910.00</b>		
<b>Notes:</b>					
<sup>1</sup> County can complete. This cost assumes VESTRA collects four samples/year and handles the analytical cost via subcontracted laboratory. If the County wishes to assign sample collection to County staff and handle the analytical, the task can be removed from the cost table.					
*Fiscal Year costs provided are not to be exceeded					

The costs presented are estimated costs, which may vary based on responses from governmental agencies or parameters outside of VESTRA's control. Any work performed beyond the scope of work detailed in Exhibit "A" will be billed on a time-and-materials basis at the rates shown in VESTRA's 2015 Rate Schedule (Exhibit "C"). Additional activities and/or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time.



# Plumas County Public Health Agency

A large, stylized red "H" logo with a diagonal line through it, located in the top right corner of the page.

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, MD, Health Officer

---

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Item for April 7, 2015

**Recommendation:** Approve and authorize the Director of Public Health and Chair to sign Service Agreement HPP1415GRVL with Greenville Rancheria in the amount of \$2,125.00 for Hospital Preparedness Program.

**History/Background:** As the Board may be aware, the Public Health has contracted with Greenville Rancheria for several years to provide Hospital Preparedness Activities.

County Counsel could not approve this service agreement as to form for the following reason:

The contract with Greenville Rancheria needs to contain a waiver of sovereign immunity. Anytime you make a contract with a tribal government, you must include a waiver of sovereign immunity or the contract is essentially unenforceable.

Greenville Rancheria would not sign the contract with County Counsels suggested language. Each year, the Public health Agency comes to the Board to waive this language as part of Greenville Rancheria's Agreement.

At this time the Board is requested to Approve and authorize the Director of Public Health to sign Service Agreement HPP1415GRVL with Greenville Rancheria in the amount of \$2,125.



1/12

# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, MD, Health Officer

---

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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**Date:** March 30, 2015

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Item for April 7, 2015

**Item Description/Recommendation:** Approve and direct the Chair to sign an Agreement Number PARTC1415PDH-1 with Plumas District Hospital in the amount of 26,000.00.

**Background Information:** As the Board is aware Plumas County Public Health Agency has the fiscal and administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively and efficiently with communities, Public Health contracts with providers to extend programs and provide services to diverse populations throughout the county.

Copies of the agreements are on file with the Clerk of the Board for your review.

# PLUMAS COUNTY MENTAL HEALTH

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



## MEMO

DATE: **March 30, 2015**

TO: **HONORABLE BOARD OF SUPERVISORS**

FROM: **PETER LIVINGSTON, LCSW, DIRECTOR**

SUBJECT: **CONSENT AGENDA ITEM FOR APRIL 7, 2015**

RE: **APPROVE AND AUTHORIZE FIRST AMENDMENT TO AGREEMENT  
BETWEEN MENTAL HEALTH AND PCIRC FOR FY 14/15**

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve and execute first amendment to agreement between Mental Health and PCIRC increasing funding for Emergency Housing/Lodging Services for FY 2015.

**BACKGROUND AND DISCUSSION:** Mental health has utilized the services of PCIRC to address the needs of our shared clients. As such with the populations growing needs, it is apparent that additional funding is necessary to continue these important programs.

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

**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY MENTAL HEALTH AND**  
**PLUMAS CRISIS INTERVENTION AND RESOURCE CENTER**

This FIRST AMENDMENT to the Agreement ("Amendment") is made on March 1, 2015, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Plumas Crisis Intervention and Resource Center (PCIRC), a California nonprofit corporation ("CONTRACTOR") who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and Plumas Crisis Intervention and Resource Center have entered into a written Agreement dated July 1, 2014, (the "Agreement"), in which Plumas Crisis Intervention and Resource Center agreed to perform mental health support and community services in Plumas County.
  - b. The parties desire to increase the Agreement's compensation by twenty-five thousand dollars (\$25,000) for FY2014-2015.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. The second sentence of 2.1. Compensation and Billing is amended to read as follows:

"Contractor's compensation shall in no case exceed eighty-nine thousand, seven hundred fifty-two dollars (\$89,752).
  - b. Section A(2) of Page 21, Exhibit B, Fee Schedule is amended to read:

"2) Expenses for the contract will not exceed:  
\$52,814      Services  
\$29,000      Staff  
\$ 6,938      Administrative Costs  
\$89,752"
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2014, shall remain unchanged and in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

---

Kevin Goss  
Chair, Board of Supervisors

---

Date

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Peter Livingston, LCSW  
Director, Plumas County Mental Health

---

Date

CONTRACTOR:  
Plumas Crisis Intervention and Resource Center,  
A California nonprofit corporation

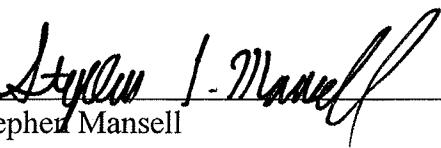
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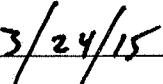
Johanna A. Downey, Executive Director

---

Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen Mansell  
Plumas County  
Deputy County Counsel

  
\_\_\_\_\_  
Date 3/24/15



JA

**PLUMAS COUNTY PROBATION DEPARTMENT**  
**DAN PRINCE**  
**CHIEF PROBATION OFFICER**  
270 County Hospital Road, Ste. 128., Quincy, CA 95971  
(530) 283-6200 Fax (530) 283-6165

**DATE:** March 27, 2015

**TO:** The Honorable Board of Supervisors

**FROM:** Dan Prince, Chief Probation Officer *DP*

**SUBJECT:** Request to Fill Vacant Legal Services Assistant I/II Position

**Recommendation:**

Authorize the Probation Department to fill a vacant, funded, 1.0 FTE Legal Services Assistant I/II position that is available due to the employee's promotion. The position was allocated and funded in the 2014-2015 budget.

**Background:**

The Probation Department's Legal Services Assistant I/II is a critical, integral administrative support position that not only assists the front office in dealing with phone calls, new clients, check-ins, scheduling clients, and case information data entry, but also the probation officers in drafting petitions for revocation, the closing of cases, progress reports, statistical reporting to state agencies, accessing California Law Enforcement Terminal criminal records, and accompanying the officers to court during hearings.

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

- Is there a legitimate business, statutory or financial justification to fill the position? *Yes, the Legal Services Assistant position is a legitimate business need.*
- Why is it critical that this position be filled at this time? *The Legal Services Assistant assists the front office in dealing with phone calls, new clients, check-ins, scheduling clients, and case information data entry, but also the probation officers in drafting petitions for revocation, the closing of cases, progress reports, statistical reporting to state agencies, accessing California Law Enforcement Terminal criminal records, and accompanying the officers to court during hearings.*
- How long has the position been vacant? *The former Legal Services Assistant was promoted.*
- Can the department use other wages until the next budget cycle? *A permanent employee in this position is crucial to the department's ability to provide consistent assistance to the Probation Officers.*
- What are staffing levels at other counties for similar departments and/or positions? *Probation departments of similar size use a comparable number of Legal Services Assistants., Paralegals, and Legal Secretaries.*
- What core function will be impacted without filling the position prior to July 1? *Timely flow and completion of Court related documentation related to time sensitive cases would be greatly impacted without the Legal Services Assistant's assistance.*
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? *The Probation Department will be unable to perform statutorily mandated and/or Court-ordered activities.*
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? *N/A*
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? *No*

- Does the budget reduction plan anticipate the elimination of any of the requested positions? *N/A*
- 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? *It is anticipated that a portion of the Legal Services Assistant costs will continue to be borne by the General Fund. There should be no additional impact in the terms of the immediate filling of this position.*
- Does the department have a reserve? No. If yes, provide the activity of the department's reserve account for the last three years? *N/A*



# Plumas County Public Health Agency

JB

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, MD, Health Officer

<input checked="" type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: March 30, 2015, 2015

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for April 7, 2015

**Item Description/Recommendation:** Approve a Resolution Amending the 2014-2015 County Personnel Allocation as follows:

- a) Budget Unit 70560 Public Health – Add 1.00 FTE Health Education Coordinator I/II, Health Education Specialist and/or Community Outreach Coordinator; Add 1.00 FTE Public Health Nurse I/II, Registered Nurse I/II and or Licensed Vocational Nurse I/II; and
- b) Budget Unit 20830 Senior Nutrition - Add 1.00 FTE Site Manager; and Add .45 FTE Assistant Cook; and
- c) Budget Unit 20480 Senior Transportation – Add .50 FTE Driver I/II/III; and
- d) Budget Unit 20640 Veterans Services – Add 1.00 FTE Veterans Services Representative I/II, effective April 7, 2015; Budget Unit 70559.

**History/Background:** During the March 17, 2015 meeting of the Plumas County Board of Supervisors, the Board approved transfers from the mental Health Department to the Public Health Agency to accomplish elements of the Plumas County 2014-2017 Mental Health Services Act (MHSA) Plan. The positions listed above are funded by approved components of the MHSA plan through fiscal year 2016-2017.

Copies of the Critical Staffing Requests and the Resolution to Amend the County Personnel Allocation is attached for your review.

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

cc: Gayla Trumbo, Human Resources

RESOLUTION NO: \_\_\_\_\_

**A RESOLUTION APPROVING VARIOUS CHANGES TO THE PLUMAS COUNTY PERSONNEL ALLOCATION FOR BUDGET YEAR 2014-2015.**

**WHEREAS**, the Board of Supervisors, through adoption of the budget allocates positions for various county departments each fiscal year; and

**WHEREAS**, during the fiscal year the Board of Supervisors may amend the position allocation by resolution; and

**WHEREAS**, the Public Health Agency finds it necessary to make various changes to the Plumas County Personnel Allocation; and

**WHEREAS**, with these changes of the Personnel Allocation the Public Health Agency will be able to expand the quality and scope of its service to Plumas County.

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

<u>Department # 70560 Public Health</u>	<u>From</u>	<u>Change</u>	<u>To</u>
Program Chief	.60	-.10	.50
Health Education Coordinator I/II and or	4.91	+1.00	5.91
Health Education Specialist and/or			
Community Outreach Coordinator			
Public Health Nurse I/II and/or	5.70	+1.00	6.70
Registered Nurse I/II and/or			
Licensed Vocational Nurse I/II			
<u>Department # 70559 Health-State</u>	<u>From</u>	<u>Change</u>	<u>To</u>
Program Chief	.40	+.10	.50
<u>Department # 20640 Veterans Services</u>	<u>From</u>	<u>Change</u>	<u>To</u>
Veteran's Services Representative I/II	1.00	+1.00	2.00
<u>Department # 20480 Senior Transportation</u>	<u>From</u>	<u>Change</u>	<u>To</u>
Driver I/II/III	2.45	+.50	2.95
<u>Department # 20830 Senior Nutrition</u>	<u>From</u>	<u>Change</u>	<u>To</u>
Site Manager	2.0625	+1.00	3.0625
Assistant Cook	1.65	+.45	2.10

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 7<sup>th</sup> day of April 2015, by the following vote:

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

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Chairperson, Board of Supervisors



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

3C

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

ELLIOTT SMART  
DIRECTOR

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

DATE: MARCH 18, 2015

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR APRIL 7, 2015, CONSENT AGENDA

RE: APPROVAL OF VARIOUS SALARY AND BENEFIT BUDGET  
TRANSFERS FOR FY 2014-2015

A handwritten signature of Elliott Smart, Director, over the "FROM" line.

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

Approve budget transfers in the Department of Social Services salary and benefit accounts as detailed in the enclosed Request for Budget Appropriation Transfer forms.

<u>From</u>	<u>To</u>	<u>Amount</u>
0001-20430-51000, Regular Wages	0001-20430-51090, Group Ins.	\$1,000
0013-70590-51000, Regular Wages	0013-70590-51060, Overtime	\$5,000
0013-70590-51000, Regular Wages	0013-70590-51150, Life Ins.	\$ 25

### **Background and Discussion**

The Department of Social Services budget is in need of various budget transfers in order to cover anticipated expenditures during the balance of the 2014-2015 fiscal year. The Department has greater than anticipated expenditures in our Overtime account due to the need to cover for vacant positions and due to the large volume of work associated with the Affordable Care Act. There are sufficient funds in our Regular Wages account due to vacant positions and new hires that are paid at a lower step on the salary scale than those employees they replaced.

### **Other Agency Involvement**

The Auditor has reviewed and approved the proposed transfers

Copy: DSS Management

Enclosures (3)

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

**TRANSFER #**  
(AUDITOR'S USE ONLY)

Department: Social Services Department #: 20430 Date: 03/10/15

1.	The reason for this request is (check one):	Approval Required
A.	Transfer to or from Contingencies OR between Departments	Board
B.	Supplemental Budgets (including budget reductions)	Board
C.	Transfers to/from or a new Fixed Asset out of a 51XXX	Board
D.	Transfer within department, except Fixed Asset, out a 51XXXX	Auditor
E.	Establish any new account (except for fixed assets)	Auditor

2. **TRANSFER FROM:**

FUND #	DEPT. #	ACCT. #	ACCOUNT NAME	X
0001	20430	51000	regular wage	\$1,000.00
			TOTAL	\$1,000.00

**TRANSFER TO:**

RECEIVED  
MAR 10 2015

### **Auditors / Risk**

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

a) Request this transfer to payroll group insurance, that is now projected to exceed budget by just under \$1000.

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b) due to personnel vacancy, there is sufficient funds in regular wage account.

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c) This transfer cannot be delayed, as the balance for group insurance is projected to go negative in the next quarter.

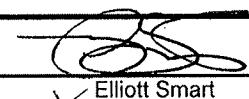
d)

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5. Approved by Signing Authority:



Elliott Smart

Date:

03/09/15

(Account balances checked)

Yes

NO

6.

APPROVED  
RECOMMENDED

DISAPPROVED  
NOT RECOMMENDED

*Auditor*  
SAO:



DATE:

3/10/15

7. BOARD APPROVAL

DATE: \_\_\_\_\_

AGENDA ITEM #: \_\_\_\_\_

CLERK OF THE BOARD: \_\_\_\_\_

8. Entered by Auditor-Controller:

Date Approved: \_\_\_\_\_ Signature: \_\_\_\_\_

#### INSTRUCTIONS

1. **ORIGINAL and 1 COPY of ALL transfers to Budget Officer/CAO.**  
(Original kept by Auditor, copy returned to Department)
2. **Transfers that are going to be submitted to the Board for approval:**  
A. **Must be signed by the Budget Officer/CAO.**  
B. **Must have a copy of the Board Report attached when given to the Budget Officer/CAO for approval.**
3. **This form is also used for Revenue Budget Transfers.**

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

**TRANSFER #**  
**(AUDITOR'S USE ONLY)**

Department: **SOCIAL SERVICES**      Department #: **70590**      Date: **03/10/15**

1.	The reason for this request is (check one):	Approval Required
A.	<input type="checkbox"/>	Board
B.	<input type="checkbox"/>	Board
C.	<input type="checkbox"/>	Board
D.	<input checked="" type="checkbox"/> XXX	Auditor
E.	<input type="checkbox"/>	Auditor

2. **TRANSFER FROM:**

**TRANSFER TO:**

FUND #	DEPT. #	ACCT. #	ACCOUNT NAME	AMOUNT
0013	70590	51060	Overtime	\$5,000.00
TOTAL				\$5,000.00

3. Supplemental Budget:

Department: \_\_\_\_\_ Fund #: \_\_\_\_\_

RECEIVED

MAR 10 2015

### **Auditors / Risk**

4:

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

a) Request this transfer to payroll overtime, that is now projected to exceed budget at \$5000.

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b) due to unanticipated personnel vacancies, there is sufficient funds in regular wage account; and is also the reason for overtime in excess of budget. The department does not anticipate resolution to personnel vacancies, nor significant reduction in overtime within the remainder of this fiscal year.

c) This transfer cannot be delayed, as the balance for overtime is projected to go negative in the next quarter.

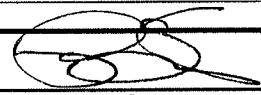
d)

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---

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5. Approved by Signing Authority:



Date:

03/09/15

(Account balances checked)

Yes  Elliott Smart

NO

6.

APPROVED  
RECOMMENDED

DISAPPROVED  
NOT RECOMMENDED

Auditor ccc



DATE: 3/10/15

7. BOARD APPROVAL DATE: \_\_\_\_\_ AGENDA ITEM #: \_\_\_\_\_

CLERK OF THE BOARD: \_\_\_\_\_

8. Entered by Auditor-Controller:

Date Approved: \_\_\_\_\_ Signature: \_\_\_\_\_

#### INSTRUCTIONS

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

**TRANSFER #**  
**(AUDITOR'S USE ONLY)**

Department: **SOCIAL SERVICES**      Department #: **70590**      Date: **03/10/15**

1.	The reason for this request is (check one):	Approval Required
A.	<input type="checkbox"/>	Board
B.	<input type="checkbox"/>	Board
C.	<input type="checkbox"/>	Board
D.	<input checked="" type="checkbox"/> XXX	Auditor
E.	<input type="checkbox"/>	Auditor

**2. TRANSFER FROM:**

FUND #	DEPT. #	ACCT. #	ACCOUNT NAME	X
0013	70590	51000	regular wage	\$25.00
			TOTAL	\$25.00

**TRANSFER TO:**

FUND #	DEPT. #	ACCT. #	ACCOUNT NAME	AMOUNT
0013	70590	51150	Life Insurance	\$25.00
			TOTAL	\$25.00

3. Supplemental Budget:  
Department: Fund #:

RECEIVED

MAR 10 2015

### **Auditors / Risk**

4,

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

a) Request this transfer to payroll overtime, that is now projected to exceed budget by \$22.00.

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b) There is sufficient funds in regular wage account due to vacancies.

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c) This transfer cannot be delayed, as the balance for life insurance is projected to go negative in the next quarter.

d)

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5. Approved by Signing Authority:



Elliott Smart  
(Account balances checked) Yes  NO

Date:

03/09/15

6.

APPROVED  
 RECOMMENDED

DISAPPROVED  
 NOT RECOMMENDED

Auditor — CAO:



DATE: 3/10/15

7. BOARD APPROVAL DATE: \_\_\_\_\_ AGENDA ITEM #: \_\_\_\_\_

CLERK OF THE BOARD: \_\_\_\_\_

8. Entered by Auditor-Controller:

Date Approved: \_\_\_\_\_ Signature: \_\_\_\_\_

#### INSTRUCTIONS

1. **ORIGINAL and 1 COPY of ALL transfers to Budget Officer/CAO.**  
(Original kept by Auditor, copy returned to Department)
2. **Transfers that are going to be submitted to the Board for approval:**
  - A. **Must be signed by the Budget Officer/CAO.**
  - B. **Must have a copy of the Board Report attached when given to the Budget Officer/CAO for approval.**
3. **This form is also used for Revenue Budget Transfers.**



# Office of the Sheriff

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

JD

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** March 26, 2015

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of April 7, 2015

### Recommended Action:

Approve and authorize a budget transfer in the amount of \$203.00 from the Criminal Justice Construction Fund (dept 20293) contingency account (528400) to Security System (544180).

### Background and Discussion:

The Criminal Justice Construction Fund maintains a budget in contingencies for unanticipated expenses. Therefore, funds are available for transfer when necessary. Funds are allowed to be used for these expenses.

The previous request for \$7,000 to the door control system at the Jail that was damaged during the power outage caused by the storm in February was insufficient to cover the total cost. The total cost of the replacement system is \$7,202.50.

Please authorize a transfer of \$203.00 in addition to the original \$7,000 previously approved to cover the total of the new jail door control system.

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

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

Department: CRIMINAL JUS CONST FUND      Dept. No: 20293      Date 3/26/2015

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

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

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

## TRANSFER TO OR

## **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) The amount transferred on B157 was insufficient to cover the total cost of the security system.

B) Funds are budgeted in contingency account

C) Expense has been incurred this fiscal year

D) N/A

Approved by Department Signing Authority: 

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

#### **INSTRUCTIONS:**

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

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

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

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

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



## PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242  
lynnsheehy@countyofplumas.com • [www.plumaslibrary.org](http://www.plumaslibrary.org)

*Lynn Sheehy  
County Librarian*

DATE: March 24, 2015

TO: Honorable Board of Supervisors

FROM: Lynn Sheehy, County Librarian

RE: AGENDA ITEM FOR April 7, 2015

It is recommended that the Board:

Approve a supplemental budget transfer of \$15,000 from the Community Corrections Partnership to Plumas County Literacy accounts Regular Wages (51000), Other Wages (51020), Office Expenses (521800), Books (524510), and Travel-In County (527400).

Background:

At its' August 20, 2014 meeting, the Plumas County Community Corrections Partnership approved a request for funding of \$30,000 from Plumas County Literacy Coordinator Victoria Metcalf to provide educational services both inside the Correctional Center and in the community to offenders and their families served under AB109. The first installment of \$15,000 was transferred in the fall of 2014. This funding will be utilized to support programs within Plumas County Literacy's Second Chance and Second Chance for families.

## Plumas County Community Corrections Partnership

### EXECUTIVE COMMITTEE

Daniel Prince, Chief Probation Officer-Chair  
Judge Ira Kaufman-Deborah Norrie, Designee  
David Hollister, District Attorney  
Greg Hagwood, Sheriff  
Douglas Prouty, Public Defender  
Peter Livingston, Director of Mental Health

### MEETING MINUTES

Regular Meeting of the Community Corrections Partnership Committee  
On August 20, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.

2:05 PM      Call to Order/ Roll Call

Executive Committee Members Present: Dan Prince, Peter Livingston, Debbie Norrie, Greg Hagwood, David Hollister

Not Present: Doug Prouty

Additions or deletions from agenda: None

Approval of Minutes- Motion made by Peter Livingston to adopt the minutes from July 16, 2014, as written. Second by Debbie Norrie. All voted in favor, none opposed; Motion Carried.

#### Public Comment:

Stephanie Tanaka announced the Grand Opening of the Day Reporting Center on August 28, 2014 from 9am to 2pm. It is open to the public and all the CCP Executive Committee Members are encouraged to attend to view the finished product. A graduation ceremony will be held at 3:00pm for Drug Court and Prop 36 graduates and refreshments will be provided.

#### Chair's Report:

Chief Prince introduced the new Supervising Probation Officer, Clint Armitage. Mr. Armitage worked in San Diego County with both adult and juvenile probation for 20 years before joining the Plumas County Probation Department.

An agenda item has been sent to the Board of Supervisors to request them to apply for a Recidivism Reduction Grant in the amount of \$10,000 (ten thousand dollars). It is a collaborative effort between the CCP and the Board of Supervisors to assist with recidivism reduction for either adult or juvenile offenders through the development of enhanced services.

Sheriff Greg Hagwood posed a question for the Chair. Can a city access realignment funds? The Portola City Manager implied it may be possible and they would want to access funds. The Chair stated he will investigate and report his findings.

**Action Agenda:**

Mental Health Director Peter Livingston submitted his resignation to the CCP Executive Committee. It had come to his attention that according to the CCP bylaws, the AOD Director, Louise Steenkamp is required to hold the seat. The Chair explained that the change would require approval from the Board of Supervisors. Motion made by Greg Hagwood to accept member Peter Livingston's resignation and appoint AOD Director Louise Steenkamp, to be presented to the Board of Supervisor for approval. Seconded by David Hollister. Motion carried by a unanimous vote.

The Chair thanked Peter Livingston for his unselfish efforts and requested he continue to be a resource for and an important part of the CCP partnership. Mr. Livingston agreed he would continue to assist the CCP. Sheriff Greg Hagwood expressed that in light of a crisis situation that had happened earlier in the day, it demonstrates how important it is to have interaction between the departments to address issues collectively.

Auditor Roberta Allen and the Probation Department's Fiscal Officer worked closely to estimate the funds that will be received based on last year's numbers. The fund balance from the 13-14 fiscal year was \$438,109. An estimated \$500,000 will be available for the 14-15 fiscal year, which totals 938,109. The CCP Sub-Committee met on August 13, 2014. One applicant was present at the meeting and one did not attend that had requested funding. After discussion, funding recommendations were determined and forwarded to the Executive Committee.

Motion made by Dave Hollister to approve the Sub-Committee's recommendation for funding in the amount of \$361, 594 to the Sheriff's Department, \$130,000 to the DA/ Alternative Sentencing, \$201,845 to the Probation Department, \$30, 000 to the Plumas County Literacy, and \$15,000 to Alliance for Workforce Development, all totaling \$738,439 consistent with the recommendation of the CCP Sub-Committee. Seconded by Greg Hagwood. Motion was unanimously approved.

**Reports/Announcements:**

Auditor Roberta Allen stated any remaining money in the fund (20895) will be included as contingency.

Louise Steenkamp announced there would be suicide prevention training held on September 3<sup>rd</sup>, at the Mineral Building at the Fairgrounds.

Meeting Adjourned at 2:45 pm

Next meeting scheduled date to meet will be determined at a later date.

# Plumas-Sierra County Fair

204 FAIRGROUNDS ROAD QUINCY, CA 95971-9462

(530) 283-6272 FAX (530) 283-6431 [www.countyofplumas.com/fair/index.htm](http://www.countyofplumas.com/fair/index.htm)



2F

## MEMORANDUM

DATE: March 10, 2015

TO: The Honorable Board of Supervisors

FROM: John Steffanic, Fair & Event Center Manager

SUBJECT: Board Agenda Requests

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**It is recommended that the Board:**

1. Approve and sign the Supplemental Budget for \$36,000
2. Approve the amount of \$26,000 to be added to the Maintenance expense line item (521300) and \$10,000 to be added to the Electric Charges expense line item (527802).

**Background and discussion:**

**Operating Budget:**

The State of California Department of Fairs & Exhibitions did a disbursement of funds to many smaller fairs in California. The Plumas-Sierra County Fair received an allotment check in the amount of \$36,000. The fair has many maintenance and repair projects that have not been able to be addressed due to lack of funding. The fairground is requesting the signature of the Chairman of the Board of Supervisors approving the supplemental budget for \$36,000 and to add the monies to the above mentioned line items.

Thank you for your consideration,

  
John Steffanic  
Fair & Event Center Manager

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

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

Department: Fairgrounds      Dept. No: 20190      Date 3/10/2015

Dept. No: 20190

Date 3/10/2015

The reason for this request is (check one):

**Approval Required**

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

Board  
Board  
Board  
Auditor  
Auditor

TRANSFER FROM OR

**SUPPLEMENTAL REVENUE ACCOUNTS**

TRANSFER FROM OR  TRANSFER TO OR  TRANSFER TO ANOTHER FUND  
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR

**SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Supplemental budget requests require Auditor/Controller's signature

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

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

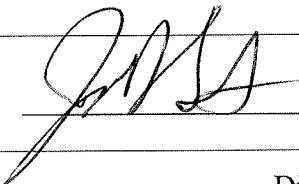
A) Fairs and Expositions disbursed un-anticipated allotment

B) \_\_\_\_\_

C) To pay current year expenses

D) \_\_\_\_\_

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

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

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

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

RECEIPT

PLUMAS SIERRA COUNTY FAIR 204 FAIRGROUND RD. QUINCY, CALIFORNIA 95971 (530) 283-6272		17841 2/27/15
RECEIVED FROM	F&E	DATE
		\$ 36000.00
FOR	ALLOTMENT	DOLLARS
AMOUNT OF ACCOUNT		<input type="checkbox"/> CASH
THIS PAYMENT		<input checked="" type="checkbox"/> CHECK 69389
BALANCE DUE		<input type="checkbox"/> M.O.
BY <i>AM</i>		
THANK YOU		

REMITTANCE ADVICE

STD. 4010 (REV. 4-95)

DEPARTMENT NAME

FOOD AND AGRICULTURE

DEPARTMENT ADDRESS

1220 N STREET, ROOM 140  
SACRAMENTO CA 95814

PLUMAS SIERRA CO  
204 FAIRGROUND ROAD  
QUINCY CA 95971

VENDOR-ID  
PLUMA00015-00

ORG. CODE  
8570

CLAIM SCHED. NO.  
1401108

PAGE 1

STATE OF CALIFORNIA  
DOF

THE ENCLOSED WARRANT IS IN PAYMENT OF THE INVOICES SHOWN BELOW  
INVOICE DATE INVOICE NUMBER INVOICE AMOUNT RPI

02/06/15 F&E ALLOCATION  
36000.00

Received

FEB 27 2015

Plumas/Sierra Dept of Ag

PYMT INQUIRIES: (916)403-6547  
FEDERAL TAX ID NO. OR SSAN  
RP TYPE TAX YR TOTAL REPORTED TO IRS

TOTAL PAYMENT

.00 36000.00

SPI - FINANCEPLUS  
DATE: 03/11/15  
TIME: 10:20:07

SELECTION CRITERIA: orgn.fund='0005' and revledgr.account='46070'  
ACCOUNTING PERIOD: 9/15

PLUMAS COUNTY  
REVENUE STATUS REPORT

PAGE NUMBER: 1  
REVSTAll

SORTED BY: FUND,DEPT/FUND, 1ST SUBTOTAL,ACCOUNT  
TOTALD ON: FUND,DEPT/FUND,1ST SUBTOTAL  
PAGE BREAKS ON: FUND,DEPT/FUND

FUND-0005 COUNTY FAIR  
DEPT-FUND-20190 COUNTY FAIR  
1ST SUBTOTAL-46 OTHER REVENUE

ACCOUNT - - - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE REVENUE	AVAILABLE BALANCE	YTD/ BUD
46070 CNTRB FR OTHR AGENCY	5,000.00	36,000.00	.00	36,500.00	-31,500.00	730.00
TOTAL OTHER REVENUE	5,000.00	36,000.00	.00	36,500.00	-31,500.00	730.00
TOTAL COUNTY FAIR	5,000.00	36,000.00	.00	36,500.00	-31,500.00	730.00
TOTAL COUNTY FAIR	5,000.00	36,000.00	.00	36,500.00	-31,500.00	730.00
TOTAL REPORT	5,000.00	36,000.00		-31,500.00	730.00	



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

26

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, MD, Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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**Date:** March 30, 2015

**To:** Honorable Board of Supervisors

**From:** Mimi Hall

**Agenda:** Presentation Item for April 7, 2015

Jimmy LaPlante will do a power point presentation to update the Board on activities related to the Veterans Service Office.

## Plumas County Veterans Services Office May 14, 2013 Update

According to the California Department of Veterans Affairs, County Veterans Services Offices (CVSO) has obtained a total of \$3.65 BILLION in federal monies for California's veterans and their families since 1995.

In Plumas County, the CVSO has steadily increased the annual county wide compensation and pension to our veterans. The table below shows annual payments to veterans and patients served by the Veterans Administration. Veterans continue to collect these monthly payments throughout their lifetimes.

Veterans' compensation and pension are sent directly from the Federal Veterans Administration to the recipient, where they are invariably spent in the local economy.

These federal benefits have also helped to alleviate financial and programmatic pressure on state and county health and social service providers. As CVSO's obtain health services and other benefits that shift many costs from county health and safety net providers to the federal veterans benefits to which these men and women have earned through service to their country.

### Annual Federal Benefits to Plumas County Veterans California Department of Veterans Affairs

Year	Population	Compensation & Pension	Medical Expense	VA Medical Patients
2007	2556	4,101,000	3,947,000	670
2008	2507	4,539,000	4,754,000	726
2009	2468	5,011,000	5,075,000	723
2010	2414	5,499,000	5,209,000	685
2011	2,335	6,142,000	6,165,000	729

3A



## PLUMAS COUNTY PROBATION DEPARTMENT

DAN PRINCE, CHIEF PROBATION OFFICER

Kevin Goss, Chair  
Plumas County Board of Supervisors  
520 Main Street  
Quincy, CA 95971

Dear Chairman Goss,

Please be advised that effective April 29, 2015, I am resigning my position as Chief Probation Officer for Plumas County. While I have very much appreciated the support you and the Board have provided me and the Department, recent circumstances have led me to seek employment closer to my parents in the southern part of the state. My last day in the office will be April 10, 2015. As of April 11 through April 29 I will be utilizing my vacation and administrative leave.

Again, the Board's support of the Probation Department has been most significant in its public safety efforts.

Respectfully,

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

Dan Prince,  
Chief Probation Officer

3B

**RESOLUTION NO. 15-**

**A Resolution of Agreement by the Board of Supervisors of the County of Plumas  
Adopting a Property Tax Transfer Agreement for Plumas County LAFCo Annexation File  
No. 2014-ANNX-0003 to La Porte Fire Protection District.**

WHEREAS, pursuant to Chapter 6 of Part 0.5 of the Revenue and Taxation Code (commencing with section 95), in order for a jurisdictional change to become final, the governing boards of the affected local agencies must negotiate and reach an agreement regarding the distribution of property tax revenues within the affected areas; and

WHEREAS, the La Porte Fire Protection District approved annexation proceedings initiated by the property owners to assume service responsibility for the territorial area set forth in Plumas County Local Agency Formation Commission File No. 2014-ANNX-0003, which territory is more particularly described in Exhibit "A" attached hereto and is depicted in the map attached hereto as Exhibit "B"; and

WHEREAS, a proposed jurisdictional change has been filed with the LAFCo Executive Officer to annex 9.27 acres, more or less, into the La Porte Fire Protection District, LAFCo file No. 2014-ANNX-0003, and negotiations have taken place between the County and the District; and

WHEREAS, prior to annexation, property tax revenue on the annual increment is allocated as follows:

<b>Jurisdiction</b>	<b>TRA</b>
	<b>053-080</b>
Plumas County	32.080780%
Flood Control	0.356079%
Education	0.156928%
Plumas Unified School	53.562280%
Feather River College	13.843933%
La Porte Fire Dist.	0.000000%
<b>Totals</b>	<b>100.000000%</b>

Assessor Parcel No. 003-310-001

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

- 1. Definitions:** Unless the particular provisions or context otherwise requires, the definitions contained in this paragraph and in the Revenue and Taxation Code shall govern the construction, meaning, and application of words used in this Resolution.

- a. “Base property tax revenue” means property tax revenues allocated by base tax equivalents to all taxing jurisdictions as to the geographic area comprising a given tax rate area annexed in the fiscal year immediately preceding the tax year in which the property tax revenues are apportioned pursuant to this Agreement, including the amount of State of California reimbursement for the homeowners and business inventory exemptions.
- b. “Property tax increment” means revenue from the annual tax increment, as “annual tax increment” is defined in section 96.5 of the Revenue and Taxation Code, attributable to the tax rate area for the respective year.
- c. “Property tax revenue” means base property tax revenue, plus the property tax increment for a given tax rate area.

2. The base property tax revenue currently allocated to the Plumas County General Fund and all local agencies shall not be changed as a result of this annexation.
3. There shall be an exchange of five and 286075/100000 percentage points (5.286075%) of the property tax increment of the County General Fund’s share of future property tax increment revenue to the La Porte Fire Protection District as a result of this annexation such that the resulting annual increment allocation will be as follows:

Jurisdiction	TRA
Plumas County	26.794705%
Flood Control	0.356079%
Education	0.156928%
Plumas Unified School	53.562280%
Feather River College	13.843933%
La Porte Fire District	5.286075%
<i>Totals</i>	<i>100.000000%</i>

Assessor Parcel No.                    003-310-001

4. This transfer of property tax increment shall not be effective unless and until:
  - a. The tax year following the calendar year in which the statement of boundary changes and the map or plat is filed with the County Assessor and the State Board of Equalization; and
  - b. The adoption of a special tax of not less than \$300 for each parcel applicable to real property within the territory subject to this annexation; and
  - c. All the terms and conditions of this resolution are accepted by resolution of the Board of Directors of the District.

5. The property tax increment revenue of all other local agencies shall not be changed as a result of this annexation.

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 April 7, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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Kevin Goss, Chair,  
Plumas County Board of Supervisors

**ATTEST:**

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Nancy DaForno,  
Clerk of Board of Supervisors

[Z:\Resolutions and Ordinances\Property Tax Transfer 2015 La Porte Fire -- Resolution draft 5 final clean.doc]

ANNEXATION NO.  
ANNEXATION TO LA PORTE FIRE PROTECTION DISTRICT  
GEOGRAPHIC DESCRIPTION

All that certain real property, situate in portion of Section 5, Township 21 North, Range 9 East, Mount Diablo Base and Meridian, in the County of Plumas, State of California, described as follows:

Commencing at a point in Plumas County Road No. 2112 from which point the Southeast corner of section 31, Township 22 North, Range 9 East, M.D.M., bears North  $35^{\circ}05'23''$  East 2,292.92 feet distant; thence North  $21^{\circ}41'00''$  east 78.0 feet; thence North  $07^{\circ}14'00''$  East 229.35 feet to the True Point of Beginning continuing along the said road;

Thence; (1) North  $7^{\circ}14'00''$  East 46.75 feet;

Thence; (2) North  $01^{\circ}38'00''$  East 283.40 feet;

Thence; (3) North  $39^{\circ}31'00''$  West 219.31 feet;

Thence; (4) North  $12^{\circ}47'00''$  East 103.73 feet;

Thence; (5) East 735.29 feet;

Thence; (6) South  $47^{\circ}12'00''$  West 5.53 feet;

Thence; (7) South  $38^{\circ}22'00''$  East 146.73 feet;

Thence; (8) South  $17^{\circ}02'00''$  West 301.16 feet;

Thence; (9) South  $23^{\circ}30'00''$  West 210.73 feet;

Thence; (10) West 547.42 feet to the True Point of Beginning and containing 9.27 acres of land more or less.

*For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.*

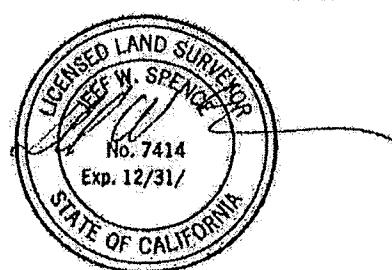


EXHIBIT "A"

**EXHIBIT** "B"



Golden State Finance Authority (GSFA)  
1215 K Street, Suite 1650 · Sacramento, California 95814  
Phone: (855) 740-8422 · Fax: (916) 444-3219 · [www.gsfahome.org](http://www.gsfahome.org)

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**To:** Nancy Da Forno, Clerk of the Board  
**From:** Greg Norton  
Executive Director  
**Date:** March 20, 2015  
**Re:** Golden State Finance Authority Joint Powers Authority Agreement

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On March 18, 2015, the Board of Directors of the Golden State Finance Authority (GSFA) - formerly known as California Home Finance Authority (CHF) - a Joint Powers Authority of which Plumas County is a member, voted unanimously to approve proposed revisions to the Joint Powers Authority (JPA) Agreement. The JPA Agreement was last amended and restated December 10, 2014.

Following approval by the GSFA Board, the next step is for the revised Agreement to be provided to each Member County for review and approval by the Member County Board of Supervisors. These revisions are new and in addition to the revisions recently adopted by Member Counties in 2014.

We are requesting that Member Counties review and approve the proposed changes by adopting a resolution as well as signing the JPA Agreement in the next 60 days, with a targeted completion date of May 12, 2015. A sample resolution is attached to assist with your efforts. The Agreement revisions are deemed passed upon adoption of the revisions by a majority of the thirty-three (33) Member Counties.

Two copies of the Agreement are included to assist with the County's review and approval process. One version (dated December 10, 2014) includes the proposed revisions in track changes. The other is a clean copy of the proposed revised JPA Agreement. The primary specific revisions to the Agreement are as follows:

- Formal name change to Golden State Finance Authority (GSFA);
- Amended and restated dates;
- Changing the number of members of the Executive Committee from nine (9) to no fewer than nine (9) and no more than eleven (11);
- Require that the Chair and Vice Chair of the Authority shall serve on the Executive Committee; and,
- Changing the word "such" to "other" in Section 7. h. for clarification.

If you have any questions or would like to discuss the proposed revisions and/or the approval process, please contact me at 916-447-4806 or via email at [gnorton@rcrcnet.org](mailto:gnorton@rcrcnet.org).

Thank you in advance for your efforts to have the Agreement reviewed and approved by the Board of Supervisors.

Sincerely,

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

Greg Norton  
Executive Director  
GSFA

cc: Supervisor Kevin Goss, GSFA Board Delegate  
Kevin Cann, GSFA Chair, Supervisor Mariposa County  
Les Baugh, GSFA Vice Chair, Supervisor Shasta County

Attachments:

Sample Resolution  
Plumas County Resolution and Signature Page from the previous JPA  
Proposed Revised JPA Agreement (revisions in track changes)  
Proposed Revised JPA Agreement (clean)

**RESOLUTION 14-**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
APPROVING PROPOSED REVISIONS TO THE CALIFORNIA HOME FINANCE  
AUTHORITY (CHF) (FORMAL NAME CHANGE TO GOLDEN STATE FINANCE  
AUTHORITY PENDING) JOINT POWERS AGREEMENT**

WHEREAS, on March 18, 2015, the Board of Directors of California Home Finance Authority (pending formal name change to Golden State Finance Authority (GSFA)), a Joint Powers Authority of which Plumas County is a member, voted unanimously to approve proposed revisions to the Joint Powers Authority (JPA) Agreement, to formally change the name, modify the size of the Executive Committee and other matters; and

WHEREAS, the revisions to the JPA Agreement have been provided to each Member County for review and approval; and

WHEREAS, the members of the Board of Supervisors of the County of Plumas have each been provided with a copy of the revisions to the JPA Agreement for review;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, as follows:

1. The Board of Supervisors hereby approves the revisions to the JPA Agreement, in substantially the form attached hereto as Attachment "1" and incorporated herein by reference.

2. The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the Executive Director of CHF.

PASSED AND ADOPTED this 7th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Chair of the Board of Supervisors

---

Clerk of the Board of Supervisors

# PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street  
Quincy, CA 95971-9366  
(530) 283-7011

[www.plumascounty.us](http://www.plumascounty.us)



3D

**DATE:** April 7, 2015

**TO:** Honorable Chair and Members of the Board of Supervisors

**FROM:** Randy Wilson, Plumas County Planning Director/Co-Manager of the Plumas County Flood Control and Water Conservation District

**RE:** Ratification of a comment letter submitted to the California Water Resources Control Board regarding the Draft Environmental Impact Report (DEIR) for the 401 Water Quality Certification for FERC 2105, Upper Feather River PG&E Hydroelectric Power Project.

## Background

The Plumas County Board of Supervisors on March 17, 2015, authorized the Chair of the Board to sign a comment letter to the California Water Resources Control Board regarding the Draft Environmental Impact Report (DEIR) for the 401 Water Quality Certification for FERC 2105, Upper Feather River PG&E Hydroelectric Power Project. The deadline for the submittal of the comment letter was 12:00 pm (noon) on March 26, 2015. The Board has previously entered into contracts with a legal firm (Kronick Moskowitz Tiedemann & Girard), a fisheries expert (Alice Rich), and a Water Quality Specialist (Gina Johnston) to assist the County in preparation of this comment letter.

The comment letter was completed in the morning of March 26, 2015, and was successfully submitted to the Water Quality Board on time. The action before the Board of Supervisors is to ratify this letter.

Staff is attaching a copy of the comment letter to this memo. There are a number of attachments to this comment letter. A full copy of all the attachments to this comment letter is on file with the Clerk of the Board and in the Planning Department for public review. The comment letter and attachments will be posted on the County website.

## ACTIONS FOR CONSIDERATION

Staff recommends the Board of the Supervisors take the following action.

- I. Ratify the comment letter submitted to the California Water Resources Control Board on the Draft Environmental Impact Report for the 401 Water Quality Certification for FERC 2105, Upper Feather River PG&E Hydroelectric Power Project.

Attachments:

Comment letter, dated March 26, 2015, submitted to the California Water Resources Control Board on the Draft Environmental Impact Report for the 401 Water Quality Certification for FERC 2105, Upper Feather River PG&E Hydroelectric Power Project.

# BOARD OF SUPERVISORS

TERRELL SWOFFORD, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



March 26, 2015

VIA E-MAIL AND PERSONAL DELIVERY

Peter Barnes  
Engineering Geologist  
State Water Resources Control Board,  
Division of Water Rights  
P.O. Box 2000  
Sacramento, CA 95812-2000  
E-Mail: Peter.Barnes@waterboards.ca.gov

Re: Upper North Fork Feather River Hydroelectric Project Draft Environmental Impact Report

To Whom it May Concern:

Plumas County ("County") appreciates the opportunity to provide comments regarding the Upper North Fork Feather River Hydroelectric Project Draft Environmental Impact Report, SCH No. 2005082122 ("EIR"). As detailed in the comments below, the County is concerned that the EIR is inadequate in many respects and therefore fails to serve its purposes under the California Environmental Quality Act ("CEQA"). The County objects to any decision by the State Water Resources Control Board ("State Board") based on the EIR until the EIR's numerous inadequacies have been corrected. The County submits this letter in the hope that the State Board will correct these deficiencies and provide responses to the County's questions and comments, so that the County, its residents, other members of the public, and the State Board can be fully informed regarding the decisions facing the State Board and related issues addressed in the EIR.

## **I. The State Board Must Protect The Beneficial Cold Water And Recreational Uses At Lake Almanor**

A chief concern of the County is that the State Board is proposing, or at least contemplating, actions that the EIR admits will significantly impact the coldwater fishery in Lake Almanor. At the same time, the EIR admits that any benefit to the coldwater fishery and other beneficial uses in the lower North Fork Feather River will be minimal if they are detectable at all. The County maintains that under these circumstances the legal, social, and policy balance favors protecting beneficial uses at Lake Almanor. For these reasons, the Federal Energy Regulatory Commission's Final Environmental Impact Statement concluded "that structural or operational modifications to the Prattville intake that were evaluated would likely have detrimental effects on the coldwater fishery in Lake Almanor and Butt Valley reservoir, and

would provide only limited benefit to the coldwater fish populations in Seneca and Belden reaches of the UNFFR and even less benefit to the downstream Rock Creek, Cresta, and Poe reaches.” (FERC EIS at 3-140.)

It is reckless and illegal for the State Board to decide to significantly impair and degrade coldwater, recreational, and other beneficial uses at Lake Almanor. To do so would violate the state and federal Clean Water Acts, state and federal anti-degradation policies, the public trust doctrine, CEQA, and numerous other state policies and laws. The County urges the State Board to heed its own statements in the EIR that: “In instances where both warm and cold water beneficial use designations occur within a single water body, such as Lake Almanor, the coldwater uses usually are the most limiting, and water quality objectives to protect coldwater habitat receive special consideration.” (EIR at 6.5-3.) If the State Board selects Alternatives 1 or 2, or the “staff alternative,” it will not be affording due, let alone special, consideration to Lake Almanor’s coldwater habitat and its beneficial uses.

The EIR also states: “The State Water Board must also ensure that UNFFR Project operations, including any water quality measures designed to benefit the North Fork Feather River, will not unreasonably affect water quality in Lake Almanor.” (EIR at 1-2.) If the State Board selects Alternative 1 or 2, or the staff alternative, the EIR demonstrates that it will be unreasonably affecting water quality and beneficial uses in Lake Almanor and Butt Valley Reservoir.

In sum, the State Board should not, cannot, and must not sacrifice and degrade the beneficial uses and recreational, biological, and aesthetic values of Lake Almanor to chase uncertain and speculative benefits from potentially slightly cooler waters downstream. There are alternative ways to achieve the cooling the State Board apparently desires, which this EIR does not, but should, analyze.

## **II. The EIR Is Fundamentally Inadequate Under CEQA**

At the outset, the County wishes to make clear that it believes the flaws and deficiencies in the EIR are so numerous and substantial that they cumulatively render the EIR deficient as an informational document under CEQA. The EIR omits many analyses and discussions required by CEQA, is far too cursory in the discussions and analyses it does provide, uses inconsistent, old, or irrelevant data, and presents information in a confusing and obscure manner. In light of the magnitude and complexity of the project, the State Water Board’s apparent attempt to influence water temperatures on over 40 miles of the North Fork Feather River, the huge economic costs being proposed in the alternatives (tens of millions of dollars), and the long-term consequences (40-50 years) of the State Board’s certification decision, a much more thorough and substantiated environmental review is required by CEQA. Before making any final decision, the Board must make significant revisions to the EIR and recirculate it for additional public review and comment.

### **III. The EIR's Project Description Is Inadequate**

An EIR must contain a “project description.” (See e.g., CEQA Guidelines, Cal. Code Regs. Title 14 § 1500 et seq. (“Guidelines”), §§ 15124, 15120.) CEQA defines the “project” as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment,” and includes an “activity involving the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.” (Guidelines, §15378(a).)

The EIR indicates that the proposed project is to operate the UNFFR Project: (1) as described in PG&E’s application to FERC, (2) as agreed to in the 2004 Project 2105 Relicensing Settlement Agreement, and (3) with the additional obligations imposed by Section 18 conditions, Section 4(e) conditions, and the FERC Staff Alternative. (EIR at 4-4.) The EIR then lists dozens of activities and elements that are part of the proposed project. (See e.g., EIR at 3-9 – 3-14; 3-16 – 3-18.) The County understands that many of these actions were developed through the relicensing process and in negotiations with stakeholders and federal or state regulatory agencies. As such, the County recognizes that many of these measures are important and the County hopes they will ultimately provide their intended benefits. Nevertheless, it is clear from the EIR’s discussion of many of these activities that their implementation has the potential to significantly impact the physical environment. As such, and given that CEQA requires disclosure and consideration of the impacts of the “whole of the action,” the short-term impacts of construction / implementation, and any long-term impacts must be evaluated. Other than providing a cursory list of these activities as part of the project, the EIR provides no meaningful description or details about them. This is insufficient under CEQA.

It is crucial to know the number, location, timing, duration, and scope of the all implementation actions that will be taken as part of the proposed project to assess their potential for causing significant environmental impacts. Without such details, it is impossible for the EIR and the public to adequately evaluate whether these elements will cause impacts (short- or long-term), and if so, the scope and magnitude of those impacts. Accordingly, the EIR’s project description should be expanded to fully describe all these elements, or include a discussion of what further environmental analyses under CEQA the State Board intends to perform prior to their implementation, or explain why this information is not required to conduct an adequate environmental impact analysis of the whole of the project under CEQA.

The project elements that should be described include:

- PG&E application PM&E measure 12 (pulse flows Seneca and Belden reaches): Describe this pulse flow’s size, timing, duration, expected frequency of occurrence, etc.
- PG&E application PM&E measure 18 (pulse flows Butt Creek): Describe this pulse flow’s size, timing, duration, expected frequency of occurrence, etc.

- PG&E application PM&E measure 25 (removal of Gasner Bar fish barrier): Describe physical dimensions of existing fish barrier; describe removal process and its schedule and duration, etc.
- PG&E application PM&E measure 29 (implement recreation resource management plan): Describe actions that will be taken to implement management plan and their scope, location, timing, etc.
- PG&E application PM&E measure 31 (provide \$5 million to fund USFS recreation improvements): Describe types of improvements and locations likely to be affected.
- PG&E application PM&E measure 32 (PG&E to assume operational and heavy maintenance of USFS facilities): Describe current state of facilities and current operational and heavy maintenance regime (i.e., necessary for baseline); describe proposed PG&E actions and implementation schedules.
- PG&E application PM&E measure 34 (reimburse CDFW for annual trout stocking in Belden reach): Describe timing, number and size of fish that will be stocked, method of planting, etc.
- PG&E application PM&E measure 51 (implement aesthetic improvement measures): Describe these measures, where will they be implemented, and their duration and timing, etc.
- PG&E application PM&E measure 52 (implement shoreline management plan): What are the elements of this plan, what actions will be taken, what times of year, duration, etc.
- FERC Staff alternative measure 10 (700 cfs pulse flow in Seneca and Belden reaches): Describe this pulse flow's size, timing, duration, expected frequency of occurrence, etc.
- FERC Staff alternative measure 15 (woody debris management plan): Describe actions, schedule, location, duration, etc.
- FERC Staff alternative measure 17 (implement vegetation and invasive weed management plan): Describe actions, schedule, location, duration, whether herbicides will be applied, etc.
- FERC Staff alternative measure 23 (implement measures in programmatic agreement re: historic properties): Describe actions, schedule, location, duration, etc.

#### **IV. The EIR Fails To Include A Clear, Express Statement Of The State Board's Objectives**

An EIR must contain a “statement of the objectives sought by the proposed project.” (Guidelines, § 15124(b).) The statement of objectives is intended to “help the lead agency develop a reasonable range of alternatives to evaluate in the EIR and will aid the decision makers in preparing findings or a statement of overriding considerations, if necessary.” (*Id.*)

The only objectives identified in the EIR are PG&E’s objectives for the UNFFR Project, which are to:

- continue generating electricity for the term of the new license to produce electric power from a renewable sources for its customers.
- continue providing power to help meet both short- and long-term needs for power and ancillary services in PG&E’s service area and within the California-Mexico Power Area.
- implement measures to conserve energy, mitigate damage to fish and wildlife (including related spawning grounds and habitat), provide recreational opportunities, and preserve other aspects of environmental quality.”<sup>1</sup> (EIR at 3-1.)

CEQA requires that the lead agency provide its objectives, not those of the project applicant. It is apparent that the State Board has objectives that are not expressly identified as such in the EIR, which is a violation of CEQA. While the County does not know the State Board’s specific objectives, a fair reading of the EIR reveals an effort to restore or enhance existing conditions in the lower North Fork Feather River regardless of whether or to what extent the proposed project has affected those conditions. The State Board’s failure to expressly identify its objectives from the outset of the EIR process has had a ripple effect that also renders other parts of the EIR (e.g. alternatives development) a charade and precludes meaningful public disclosure and participation.

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<sup>1</sup> This third objective is vague as to what the term “damage” refers to. It is further improper, redundant, and confusing because mitigation is a term of art under CEQA and consists of actions required by CEQA to lessen or avoid significant impacts of the proposed project. Hence, it is confusing and improper to state from the outset that an objective of the project is to provide mitigation before the EIR review process has even identified any significant impacts that may require mitigation. Please explain what “damage” is sought to be “mitigated,” and where the analysis of this is located.

**V. The EIR's Environmental Baseline Does Not Accurately Represent The Existing Environmental Setting / Conditions**

The EIR's analyses use old and shifting baselines. Consequently, this renders the EIR's various analyses deficient because they fail to accurately and consistently assess potential environmental impacts. These methodological errors also obscure from and confuse the public regarding the potential for actual environmental impacts.

**A. The Year 2005 Is An Inappropriate And Unrepresentative Baseline**

The EIR states “[t]he baseline conditions for this EIR are the physical environmental conditions at the time the Notice of Preparation (NOP) of this EIR was published on August 30, 2005.” (EIR at 1-6; See ) So the baseline is already 10 years old. The County acknowledges that the CEQA Guidelines state that the baseline may often be set to when the lead agency files its NOP, but the CEQA Guidelines also presume that a lead agency will expeditiously complete the EIR process in far less than 10 years. (See e.g. Pub. Re. Code § 2110.2, CEQA Guidelines § 15108).

Use of 2005 as the baseline for this EIR is inappropriate. It fails to provide a realistic environmental setting from which to judge the environmental impacts of the proposed project and alternatives. For instance, since 2005, the State has experienced the worst drought in its recorded history and precipitation, snowpack, and river levels have been at or near all-time lows. The EIR's use of 2005 as the baseline totally fails to capture this recent data. The attached reports by Doctors Johnston and Rich, which the County commissioned, further discuss recent conditions and emerging trends in water quality and biological parameters at Lake Almanor and the lower North Fork and how they differ from past conditions. (See Attachments 1 and 2.) Data and reports prepared by PG&E staff and other materials document these recent trends. (See Attachment 3.) Similarly, there is no disputing that the occurrence of plants and animals, the density of traffic, and the numbers of visitors and recreational users of Lake Almanor can and likely have changed from 2005 to 2015 (e.g., increasing population, etc.)

CEQA is not concerned with hypothetical impacts that might have occurred upon project implementation years ago; CEQA is concerned about real-world impacts today. The EIR provides no rationale explaining how its use of the 2005 baseline is appropriate or reasonable to assess the impacts of proposed alternatives that will not even be fully implemented until 2016 or likely later. It is contrary to the intent and purpose of CEQA and an unreasonable interpretation of CEQA and the CEQA Guidelines to suggest that a lead agency may file an NOP, and then delay finalizing its EIR for a decade or more, and nevertheless cling to the original NOP date as the baseline whenever it gets around to completing the document. Such gamesmanship obscures meaningful analysis and carries substantial risk of failing to properly evaluate and disclose the actual impacts a project or alternative will have when it is implemented.

**B. The EIR Must Use A Consistent Baseline**

The EIR's inappropriate and unsupported use of an outdated 2005 baseline is further compounded by the fact that the EIR does not even stick to its chosen baseline of 2005. Instead, the EIR inconsistently uses other and multiple dates as the baseline for many analyses, a few of which (but by no means all) are highlighted below.

**1. The Baseline Geology, Geomorphology and Soils Includes 2007 Data**

For example, the Environmental Setting for Geology, Geomorphology, and Soils (EIR Section 6.3.1), includes physical characteristics existing after 2005. In that section, the EIR states: "Stetson Engineers inspected the Lake Almanor shoreline by boat on June 28, 2007 (Stetson Engineers 2010). The purpose of the field inspection was to evaluate shoreline characteristics related to erosion activity from fluctuating lake levels. The field inspection focused on areas that demonstrated significant erosion, as documented during previous field inspections. Locations of active shoreline erosion were consistent with those previously documented by PG&E. Based on the 2007 inspection, shoreline erosion has not changed, which is likely because of PG&E's consistent operations." (EIR at 6.3-10.) The inclusion of 2007 survey information in the environmental setting for this resource is inconsistent with the EIR's stated baseline of 2005.

**2. The Baseline For Water Quality Includes 2000, 2009, 2010, 2011 Data (Among Others)**

Another similar example appears in the environmental setting for water quality (Section 6.5.1). There, the EIR again presents conditions existing after 2005 as representing the baseline, stating: "Figures 6.5-1a and 6.5-1b illustrate the seasonal pattern of thermal stratification that occurred in Lake Almanor in the general vicinity of Canyon dam from 2000 through 2010 under a variety of hydrologic conditions." (EIR at 6.5-5.) Thus, the EIR uses many years both before and after the year 2005 to describe baseline thermal regimes at Lake Almanor. For baseline dissolved oxygen concentrations, the EIR states: "Figures 6.5-2a and 6.5-2b illustrate the seasonal depth patterns of DO concentrations near Canyon dam during the summer for a variety of water year types (2000- above normal; 2009-dry; 2010 - below normal; and 2011 - wet)." (EIR at 6.5-6.) (See also, Draft EIR, at 6.5-4 [stating that in 2006, "PG&E conducted a series of special tests to provide data for the analysis presented in this EIR"]; *ibid.* [referring to recent water quality monitoring by Plumas County Flood Control and Water Conservation District (Johnston and McMurtry 2010);] Again, none of the years selected by the EIR for the DO baseline are 2005. Similar inconsistencies and variable baselines occur throughout the EIR and its appendices.

In sum, even if 2005 were an appropriate baseline (which it is not), the EIR nowhere explains its deviation from its chosen baseline of 2005 or why so many other years are included in its various environmental setting discussions (see also wildlife analyses relying on 2002

surveys as baseline for distribution and presence/absence determinations), or why there is so much variability and inconsistency between the baselines chosen for different analyses. Furthermore, the use of that post-date 2005 essentially concedes and confirms that more recent information than 2005 is relevant and necessary to accurately describe the environmental setting and to use as the baseline to conduct appropriate impact assessments under CEQA in this EIR. The State Board needs to update its baseline to reflect more recent or current conditions and revise the entire EIR so that all its impact analyses use one, consistent baseline.

**VI. The EIR Fails To Fully and Accurately Evaluate and Disclose the Impacts of the Proposed Project**

The EIR does not provide a complete or accurate assessment of the impacts of the proposed project.

**1. The EIR Does Not Provide A Clear Analysis Of The Impacts of The Proposed Project**

The EIR includes Tables 3-1 and Table 3-2 (EIR at 3-15), which document increased flows from Canyon Dam and Belden Dam as part of the proposed project, but there is no analysis of the effects of these flows on temperature, recreation, biological resources, sediment transport, or other resource categories as compared to the baseline.<sup>2</sup> If there is such an analysis it is confusing. At the very least, please provide a table listing the Canyon dam releases and Seneca reach flows for each month and year type for the baseline, proposed project, and Alternatives 1 and 2.

**2. Please Confirm That The EIR's Analyses Demonstrate That The Proposed Project Will Actually Reduce Baseline Water Temperatures In The North Fork Feather River**

In general, the County believes that the increased flows that are part of the proposed project will beneficially impact temperatures (i.e., reduce them) in the lower reaches. However, this analysis does not appear to be presented in the EIR, or if it is, it is not easily identifiable as such. Again a table providing water temperature in reaches of the river for the baseline, proposed project, and alternatives would be very helpful in disclosing this information to the public. In light of the fact that this is one of the biggest issues in the EIR, to provide full

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<sup>2</sup> On the issue of flows in the Seneca reach, the County bases its comments in this letter on a baseline flow of 35 cfs for all months of the year, which the County understands to be the EIR's baseline for this factor. If this is incorrect, please explain what the EIR used as baseline flows in the Seneca reach for each month and different water year type and the inconsistency with the EIR's modeling analyses appendix and other statements in the EIR identifying 35 cfs as the baseline.

disclosure of impacts, and to allow a meaningful comparison of the various alternatives presented in the EIR, please expressly confirm that the State Board's analyses for this EIR determined that the proposed project will reduce baseline water temperatures in the lower North Fork Feather River during the summer months.<sup>3</sup>

### **3. The EIR Fails To Analyze The Impact Of Components Of The Project**

The EIR also fails to adequately evaluate other measures included in the proposed project that will likely have potential impacts when compared to baseline conditions, including:

- pulse flow of 700 cfs in the Seneca reach and in the Belden reach in March of dry water years
- implementation of a woody debris management plan
- develop and implement vegetation and invasive weed management plan
- implement historic preservation measures as described in the Programmatic Agreement

(EIR at 3-16 - 3-18) The impacts of many other elements of the proposed project, which the County's comments on the project description identified, are also omitted from analysis and must be included.

### **4. The EIR Obscures And Precludes A Meaningful Comparison Between the Proposed Project And Alternatives**

By ignoring or obscuring the impacts of the proposed project on the environment – many of which the County believes are beneficial but which is a conclusion that should be tested and confirmed by the EIR – the EIR misleads the public and decision makers regarding the efficacy and value of the proposed project and deprives them of the information needed to accurately and objectively balance and compare the merits and costs of each alternative. The EIR must first adequately describe the proposed project and then it must analyze the environmental effects of all parts of the proposed project.

## **VII. The EIR Fails To Evaluate A Reasonable Range Of Alternatives**

An EIR must “describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the

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<sup>3</sup> Figures 2-10(a&b), 2-11(a&b), 2-12(a&b), and 2-13(a&b) in the Level 3 Report appear to reveal that the proposed project (i.e., “present day” model scenario) will actually reduce downstream water temperatures as compared to the baseline scenario.

comparative merits of the alternatives.” (Guidelines, § 15126.6(a).) “The range of feasible alternatives shall be selected and discussed in a manner to foster meaningful public participation and informed decision making.” (Guidelines, § 15126.6(f).)

**A. The State Board’s Failure To Identify Its Objectives Rendered The EIR’s Alternative Development And Screening Process Defective From The Start**

As the California Supreme Court has explained:

The process of selecting alternatives to be included in the EIR process begins with the establishment of project objectives by the lead agency. A clearly written statement of objectives will help the lead agency develop a reasonable range of alternatives to evaluate in the EIR.... (*In re Bay Delta Programmatic Environmental Impact Report* (2008) 43 Cal.4th 1143.

The EIR’s failure to include a clear statement of the State Board’s objectives (see County’s separate comments on this issue), renders the EIR’s alternatives analysis fatally defective from the outset. The EIR contains no discussion of the State Board’s objectives and how the development of alternatives related to those objectives.

**B. Alternatives 1 and 2 Are Not Proper CEQA Alternatives**

**1. Alternatives 1 And 2**

Alternatives 1 and 2 bear no resemblance to actual CEQA alternatives and their inclusion in the EIR is improper. Under CEQA, alternatives to the proposed project are those that would avoid or substantially lessen any of the significant effects of the proposed project while at the same time meeting most of the lead agency’s objectives. (CEQA Guidelines § 15126.6.) The EIR appears to claim this is the case by stating the “purpose of the proposed modifications [in Alternatives 1 and 2] is to address the potential impacts of the 2004 Settlement Agreement flows.” (EIR at ES-5.) However, this statement is misleading, wholly unsupported, and contradicted by the EIR’s own modeling of the effects of the proposed project on baseline water temperatures under baseline flow conditions (i.e., 35 cfs Seneca releases in every month). What impacts of 2004 Settlement Agreement flows are being addressed? Where are these impacts analyzed and disclosed? The County’s review uncovered that the existing analysis in the EIR demonstrates that the proposed project’s increased cold water flows down the Seneca reach would slightly reduce baseline water temperatures in reaches of the North Fork. Thus, the proposed project will not have a significant effect on river temperatures, and the EIR does not identify any significant effects of the proposed project on temperatures in the lower North Fork. Thus Alternatives 1 and 2 are improper under CEQA because CEQA alternatives are not supposed to address non-existent or beneficial impacts of the proposed project.

## **2. Alternatives 1 And 2 Are Actually State Board Project Proposals**

By including Alternatives 1 and 2 in the EIR and claiming they were developed to address impacts caused by the proposed project, the SWRCB has made the same mistake as the appellate court in the *In Re Bay-Delta* case by “failing to sufficiently distinguish between preexisting environmental problems” in the lower North Fork and “adverse environmental effects of the proposed [project].” (*In Re Bay-Delta* (2008) 43 Cal. 4<sup>th</sup> 1143, 1167.) To correct that error, the Supreme Court mandated:

Under CEQA, the range of reasonable alternatives that an EIR must study in detail is defined in relation to the adverse environmental impacts of the proposed project. An EIR must include a description of feasible project alternatives that would substantially lessen the project’s significant environmental effects. [cites] The project’s environmental effects, in turn, are determined by comparison with the existing baseline physical conditions. [cites]. (*In Re Bay-Delta* at 1167.)

The EIR fails to perform this analysis and so there is no substantial evidence to justify Alternatives 1 and 2 and they are improper under CEQA. The EIR’s claim that “Alternative 1 and 2 were developed to address significant impacts identified during the scoping process” further demonstrates that the State Board’s entire alternatives development and selection process was fatally flawed and not in accord with CEQA. Determinations regarding a proposed project’s significant impacts are not made during the scoping process, but through the EIR process after careful analysis. Here, the EIR demonstrates the proposed project will not have any significant impacts on river temperatures that would require development of CEQA alternatives to address the issue. (EIR at ES-2.)

Instead of CEQA alternatives, Alternatives 1 and 2 are, in fact, the State Board’s proposed projects to satisfy a different set of objectives that are not expressly identified anywhere in the EIR – namely, ways to reduce lower North Fork water temperatures regardless of whether the proposed project causes any significant impacts and regardless of proximate cause or any analysis of the relative contribution of the multiple factors affecting (and likely increasing) water temperatures 20-30 miles downstream of Canyon dam. In fact, the proposed alternatives violate CEQA because they actually would cause more significant environmental effects than the proposed project itself!

## **C. The Staff Alternative Is Not Properly Analyzed And Cannot Be Chosen**

### **1. The Staff Alternative Is Not A Proper CEQA Alternative**

The County objects to the staff alternative, and the notion that the State Board would subject the County and its residents to living under the cloud of thermal curtains for years to

come. The County, the community, and stakeholders have invested too much time already in opposing these unreasonable measures. Also, beyond this basic opposition, the EIR provides no basis for the State Board to adopt the so-called staff alternative because it is not evaluated at a commensurate level with the other alternatives. The EIR does not explain how the staff alternative was developed, and it is clear that it was developed outside the EIR's alternatives development process and for a set of objectives that are undisclosed.

## **2. The Description Of The Procedure For Triggering Future Thermal Curtain Installation Is Fatally Vague And Any Such Future Decision Must Be Subject to Separate CEQA Review**

Furthermore, the EIR is too vague in its description of the staff alternative. The EIR must describe the process for determining whether and if so when thermal curtains would be required in the future. That process must be clear and precise and include objective measures that would trigger thermal curtain installation. Without such details and definitive triggers, any future thermal curtain installation would be an entirely new project subject to new CEQA review when the State Board proposes it. Any action to install thermal curtains in the future must be subject to a new State Board decision and a separate project-specific CEQA review because the analysis in the present EIR will be outdated and irrelevant. Please confirm that any future requirement to install thermal curtains would be subject to project-level CEQA review and that this review would consider extant conditions and circumstances at that time. Alternatively, if this is not the case please explain and support the State Board's apparent position that this EIR adequately evaluates the impacts of future implementation of the thermal curtains.

Another reason the concept of future implementation of thermal curtains is an improper alternative in the current EIR is that the current EIR has not, and cannot, support a conclusion that thermal curtains will be the only viable, feasible alternative measure to cool lower river water temperatures in the future (possibly several decades from now). The County and others have already provided numerous alternatives to the thermal curtains that we believe are viable today to help cool lower river water temperatures. Those and other measures may become feasible in the future with advances in technology, changed cost of implementation and other economic circumstances, increases in our understanding of the system and additional data, climate change and social and biological objectives. Thus, if the State Board were ever to consider thermal curtains 20 years from now, for instance, it would have to consider these other alternatives. The current State Board cannot vote to adopt the staff alternative and then delegate to staff the determination of whether to impose thermal curtains in the distant future.

In sum, the staff alternative's attempt to preserve for the future a decision to require installation of thermal curtains is an illegal Trojan Horse. Given the significant impacts on beneficial uses at Lake Almanor that thermal curtains would have if implemented today, it is unimaginable that they will be justified at any time in the future, when climate change and other factors will continue to exacerbate the already delicate, precarious coldwater habitat situation at

Lake Almanor during the summer/fall. Thermal curtains should be eliminated from consideration entirely.

**D. The EIR Improperly Excludes Analysis Of Other Feasible Alternatives**

The EIR admits the existence of other feasible alternatives that were excluded from the EIR without explanation: “Although many measures were determined to be potentially feasible, three of the measures were carried forward for analysis in the EIR. Two alternatives including these measures were created for the CEQA analysis.” (EIR at ES-4 - ES-5.)<sup>4</sup> The EIR reveals that the costs of the existing Alternatives 1 and 2 (in 2009 dollars) are: (1) Prattville thermal curtain = \$14,847,000; (2) Modify Canyon Dam outlet = \$10,702,000; (3) Caribou thermal curtain = \$8,720,000 (See Level 3 Report at ES-12.) Given these very high monetary costs, and the significant environmental and socio-economic costs of Alternatives 1 and 2 (e.g., fish kills, unavoidable significant aesthetic impacts, unavoidable significant cultural resource impacts, loss of hydropower generation, etc.) it is inconceivable that the State Board would ignore so many other alternative measures to cool downstream temperatures or find that these other measures were somehow infeasible as compared to Alternatives 1 or 2.

**1. The EIR Admits It Excluded Feasible Alternatives**

Furthermore, the EIR admits it excluded feasible alternative measures from proper consideration. It explains that 16 discrete alternatives were advanced from Level 2 screening to Level 3, and that these alternatives “represented the set of potentially effective and feasible project alternatives.” (EIR at 4-2.) The EIR states that these alternatives “included flow-related operational measures for the downstream Rock Creek, Cresta, and Poe reaches and physical modification for the Poe reach.’ (*Id.*) It then explains that it categorized alternatives as UNFFR Project-only if all measures were entirely within the UNFFR Project boundary and subject to FERC jurisdiction, and further explains that “[n]o detailed screening of alternatives was conducted for reaches outside (downstream) of the UNFFR Project boundary in the Level 3 analysis, and these measures were not carried forward in this EIR.” (EIR at 4-2.)

Elsewhere, the EIR again confirms that it excluded otherwise feasible alternative measures from the EIR: “other alternatives [that made it to Level 3] are not evaluated separately in this EIR because of consideration to the controllable factors by PG&E for the UNFFR Project.” (EIR at 4-4.) The Level 3 Report (EIR Appendix) also states: “To carry out the two discretionary actions [401 certification and CEQA compliance] with consideration to the controllable factors under PG&E’s control, which may achieve compliance with Basin Plan objectives, this Level 3 report analyzes the effects of the UNFFR Project-only alternatives....No

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<sup>4</sup> In making these comments the County does not waive its objection that the entire alternatives analysis process in the EIR was fatally flawed because it did not focus on avoiding or lessening significant impacts of the proposed project.

detailed screening of water temperature reduction alternatives was conducted in reaches outside (downstream) of the UNFFR boundary in this Level 3 analysis.” (Level 3 Report at ES-3.)

## **2. CEQA Requires Consideration Of Feasible Alternatives And Measures At The Lower Hydroelectric Projects**

The EIR’s rationale for excluding otherwise feasible alternatives is confusing and has no basis in CEQA, other laws, or logic. The EIR admits that the UNFFR Project operations are integrated with operations of the Rock Creek-Cresta and Poe Projects. Furthermore, the State Board has jurisdiction over PG&E through this certification process for the UNFFR Project, and it also has jurisdiction over PG&E’s operations of the UNFFR Project and all the other PG&E-operated hydroelectric projects on the North Fork Feather River by way of its regulatory authority over PG&E’s water rights for water used in those projects. Thus, the State Board clearly has the authority to impose operating conditions on any of the lower river hydropower projects if it believes that this is necessary to achieve its apparent objective of avoiding temperature exceedances in the lower North Fork. In sum, the EIR’s stated rationale for excluding the many other measures that are admittedly feasible on the basis that these are not controllable factors by PG&E or the State Board is unsupported and wrong. An alternative with some of the other downstream measures that the Level 2 report found feasible should be developed, analyzed, and included in the EIR.

Finally, the State Board’s exclusion of any alternatives that involve reoperation of facilities or measures outside the UNFFR Project boundaries (as narrowly and improperly defined by the State Board) is inconsistent with its statement that “a wide range of potentially feasible alternatives for seasonal cooling of water temperatures in the North Fork Feather River was considered....” (EIR at 4-1.) In reality, the application of the State Board’s illegal “controllable factors” exclusion rendered many other factors beyond consideration even though they might achieve the cooling effect the State Board is seeking

## **3. The EIR Should Fully Analyze A 250 cfs Canyon Dam Release Without Thermal Curtain Alternative**

The EIR states: “while not separately evaluated as an alternative, increased releases from Canyon dam of up to 250 cfs between June 15 and September 15 could be implemented to reduce temperatures in the North Fork Feather River. The impacts of Canyon dam releases independent of thermal curtains would be a subset of those identified for Alternative 1 (i.e., only impacts related to modification of the Canyon dam outlet and increased flows, not impacts related to construction and operation of the thermal curtains.” (EIR at ES-6.) This alternative should be separately and fully evaluated as a stand-alone alternative because it would avoid the significant aesthetic impacts of thermal curtains and reduce coldwater impacts to Lake Almanor.

#### **4. Riparian Restoration And Shading Of The East Branch And Other River Stretches And Tributaries**

The County continues to support consideration of riparian restoration and riverine habitat improvement as a viable measure to achieve permanent and robust benefits for the watershed, including water temperature reductions and increased summer flows in the lower North Fork. The County incorporates its previous comments on this issue provided during the scoping process. Figure 2-4 in the EIR's Appendix E (Level 3 report) demonstrates the significant contribution to temperature exceedances caused by the East Branch North Fork as a consistent spike of over 1 C is seen in June and July baseline numbers and a more modest increase in August 50% exceedance temperatures. The September data also show that the East Branch can be an effective source of cooling as there is a decrease in temperatures at that point.

The EIR provides inadequate justification for excluding this alternative. First, the EIR states this alternative would not reduce water temperatures in the Seneca reach because the East Branch is downstream, however, temperatures in the Seneca reach will be reduced by the proposed project's increased Canyon Dam releases and are, and will be, lower than 20 C. The EIR does not identify lowering the water temperature in the Seneca reach as an objective of the project. Second, the EIR states that "only a minor improvement in water quality could be expected in the North Fork Feather River downstream of the East Branch because the East Branch contributes only a small percentage of flow to the river during the summer months." (EIR at 4-4.)

Furthermore, the EIR fails to consider restoration and shading measures on other reaches of the North Fork, even though project documents state that "existing shading of the Poe Reach is approximately 22% .... Water temperature modeling indicates that increasing total shading of the Poe Reach to 50% would reduce warming by 0.8 C." And "[e]xisting shading of the Cresta Reach is approximately 30%... Water temperature modeling indicates that the benefit of increasing Cresta Reach shading from existing 30% to 60% would be a reduction in warming by about 0.5 C."

Even incremental benefits to water temperature or in segments of the downstream reaches appear to serve the State Board's unstated, but apparent, CEQA objective to improve downstream temperatures and fish habitat, and this could be a viable method to be used in conjunction with other measures to craft an alternative that lessens or does not cause significant impacts to Lake Almanor itself as every drop of cold water that remains in Lake Almanor decreases the loss of the coldwater pool and habitat there from Alternatives 1 and 2. The EIR fails to take a hard look at riparian restoration measures and is close-minded regarding other alternatives that include a combination of measures to achieve the State Board's apparent objective.

**5. The EIR Must Consider An Alternative That Includes Adaptive Management Of Canyon Dam Releases In Combination With Other Operational Measures At Other PG&E Facilities On The North Fork To Preserve Cold Water In Lake Almanor**

There are many other ways to achieve cooling in the lower reaches in ways that are less damaging to Lake Almanor's coldwater habitat and fishery that the EIR has improperly neglected to explore. Because taking water from Lake Almanor has significant effects, the EIR must perform and disclose feasible alternatives that would lessen or avoid this impact, as well as the significant, allegedly unavoidable aesthetic impact of thermal curtain installation. One promising alternative that must be analyzed is a combination of operational measures that would be managed and implemented to cool river temperatures in real-time. Attachment 13 to this letter provides is an April 30, 2012 submittal by PG&E to FERC that provides an official, adopted, and existing procedure for implementing operational measures at various PG&E facilities on the North Fork to achieve cooler riverine water temperatures when exceedances of 20 C are threatened or occur. Attachment 13's interim control measures include five (5) temperature control (i.e., water cooling) measures whose effects (as stated in the attachment) are summarized below:

- Maximize the release of Rock Creek and Cresta reservoirs to the low-level outlet located approximately 30 feet below the radial gates, which could potentially provide deeper, cooler water to the Cresta and Rock Creek reaches.
- Operate Caribou 1 Powerhouse over Caribou 2. Caribou 1 has the potential to access a limited amount of colder water from the deeper portions of Butt Valley Reservoir. In order to preserve the finite amount of cold water in Butt Valley Reservoir, PG&E will maintain that reservoir at maximum pool and minimize the operation of Caribou 1 until July 15. This measure along will provide 5 or more days of colder water withdrawal.
- Operate Bucks Creek Powerhouse in a manner that will help reduce daily average water temperatures.
- Increase minimum instream flows from Rock Creek and Cresta dams to reduce ambient warming during the day.

Attachment 13 also demonstrates that these measures were approved by various stakeholders and agencies. This demonstrates that these measures are available and in combination can address water temperatures in the lower river without impacting Lake Almanor. The EIR should evaluate these measures (and any others including riparian shading) as a CEQA alternative because every drop of cold water that such an alternative allows to remain in Lake Almanor decreases the loss of the coldwater pool and habitat there, which lessens or avoids the

significant impacts Alternatives 1 and 2 would cause. In failing to craft such an alternative, the EIR violates CEQA.

**VIII. The County Agrees With The State Board's Elimination Of 600 cfs Canyon Dam Release As An Infeasible And Imprudent Alternative**

The County agrees with the State Board's determination not to include in the EIR alternatives that would require 600 cfs releases from Canyon Dam, or any other alternative that would require releases over 250 cfs because such alternatives are infeasible, unreasonable, and unjustifiable.

**IX. If The State Board Wishes To Address Existing Warm Temperatures In The Lower North Fork, It Should Engage In A Focused CEQA Or Water Rights Process And Analysis To Comprehensively Address That Issue**

The EIR's development of alternatives was not in accord with CEQA and was not in response to avoiding or lessening any significant effects of the project, but instead appears to be an outcropping of the State Board's desire to reduce water temperatures in the lower Feather River regardless of the proportional causal effect of the proposed project as opposed to a whole suite of other factors including the lower-river hydroelectric projects, climate change, land use and other anthropogenic changes, as well as natural physical and biological processes (e.g., potential increased evapotranspiration of vegetation in the watershed causing reduced and therefore warmer flows). This is evident in the EIR's statement that; "The State Board has evaluated a range of alternatives to ensure that the UNFFR Project will comply with the Basin Plan." (EIR at 4-1.)

The State Board should conduct a thorough, not piecemeal, CEQA or other review of ways to achieve basin plan compliance.

**X. The Description Of The "No Project" Alternative Is Insufficient**

The EIR must evaluate a "no project" alternative. (Guidelines, § 15126.6(e)(1).) "The purpose of describing and analyzing a no project alternative is to allow decision makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project." (*Id.*) The "no project" analysis must explain "what would be reasonably expected to occur in the foreseeable future if the project were not approved . . ." (Guidelines, § 15126.6(e)(2).) "[W]here failure to proceed with the project will not result in preservation of existing environmental conditions, the analysis should identify the practical result of the project's non-approval and not create and analyze a set of artificial assumptions that would be required to preserve the existing physical environment." (*Id.*) The EIR's discussion of the no project alternative and its potential impacts fails to conform to CEQA's requirements and is inadequate for CEQA's purposes. (See i.e., EIR at 8-3 - 8-4.) The discussion is far too general and cursory for informed disclosure and decision making.

**A. Lost Power Production**

The EIR states that the no project alternative would reduce power generation by about 1,172 GWh/YR and that power production in the downstream Rock Creek-Cresta and Poe projects would be “substantially reduced,” but the EIR fails to quantify the power production that would be lost from the lower projects and fails to elaborate on the implications of this loss of power production, especially in the summer months. How many homes could this energy power? This omission is unsupported and unreasonable, especially in light of the EIR’s statements that “[t]he UNFFR Project is a resource that is important to the operation of PG&E’s Feather River hydroelectric system as a whole; it contributes to PG&E’s resource diversity and plays a part in meeting the electrical generation capacity requirements of both PG&E and the state of California.” (EIR at 3-4.)

**B. Lost Recreation And Visitors**

Elsewhere, the EIR states that “loss of opportunities for flat-water recreation on Lake Almanor and Butt Valley reservoir could affect nearby communities as well as larger Plumas County due to a reduction in visitation to the area,” but it again fails to quantify this impact or elaborate on the implications of this conclusion. (EIR at 8-4.) What dates were used to make this determination? How many fewer visitors will visit on average? (See Section XII.)

**C. River Flows Without UNFFR Project**

The EIR also includes no analysis and discussion of what the water flows and temperatures would be in the North Fork Feather River if the proposed UNFFR Project were not granted a new license and its operations ceased. What would North Fork water temperature and flows be under the No Project?

**D. Separate Determinations Of Significance Required**

Finally, the EIR also improperly omits to make significance determinations regarding the impacts of the no project alternative on the various resource categories the EIR addresses. This deprives the public and decision makers of the ability to evaluate the merits of the no project and other alternatives. (See e.g., Guidelines § 15126.6(e)(1) [“The Specific alternative of ‘no project’ shall also be evaluated along with its impact.”].) Please provide a significance determination for each resource category.

**XI. The EIR’s Analyses Of Project Impacts And Conclusions Regarding The Effectiveness of Mitigation Are Deficient**

“The determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved, based to the extent possible on scientific and factual data.” (CEQA Guidelines, § 15064(b).) Here, the EIR’s failure to perform particular analyses, reliance on conclusory analyses, and reliance on inconsistent,

unsupported, and illogical statements demonstrate that the State Board failed to exercise the required careful judgment demanded by CEQA when assessing and disclosing potential environmental impacts. “An omission in an EIR’s significant impacts analysis is deemed prejudicial if it deprived the public and decision makers of substantial relevant information about the project’s likely adverse impacts.” (*Neighbors for Smart Rail v. Exposition Metro Line Const. Auth.* (2013) 57 Cal. 4th 439, 463.) The errors in the EIR’s impact analyses described below are prejudicial. For similar reasons and as described below, errors in the development and discussion of the EIR’s mitigation measures also violate CEQA and are prejudicial.

**A. Land Uses and Mineral Resources**

**1. Inadequate Mitigation For Loss Of Beach**

The EIR discloses that Alternatives 1 and 2 would cause a significant impact to land uses. One such impact is the total loss of the Marvin Alexander Beach day use area. (EIR at 6.2-9) As mitigation, the EIR proposes creation of another day use area that it concludes will reduce this impact to a less than significant level. However, the discussion regarding the proposed mitigation measure is vague and does not support the EIR’s conclusion that this impact would be reduced to a less than significant level. At the very least, to ensure the potential feasibility and effectiveness of this proposed mitigation measure, the EIR must survey whether there are any suitable alternative beach locations around Lake Almanor, and identify them. Also, the EIR must describe and quantify the level of access and amenities that will be required at any alternative beach site to ensure effective implementation and enforcement of this measure. Finally, the EIR should provide more detail regarding the process to identify any alternate beach location, and the EIR should provide a defined date to identify, implement, and complete the beach replacement effort. Also, the EIR should include a default process to definitively select an alternative beach area if the parties cannot agree on a location, a required implementation date, and require establishment of an escrow account with a set sum of money to ensure that the mitigation measure is timely implemented and enforceable.

**2. Mining Impacts Inadequately Analyzed**

The EIR’s conclusion that the impact on mining activities in the Seneca and Belden reaches would be less than significant is unsupported and cursory. The EIR admits:

[I]ncreased flows would raise water levels in the Seneca reach during certain periods of the year and could disrupt placer mining activities at some of the active mining locations along these reaches. Higher water levels could impair the ability of some miners to access and mine these sites along the reaches. Some miners may need to adjust their mining schedules to avoid the periods of increased releases. (EIR at 6.2-11.)

The EIR claims this is a less than significant impact because “few active mining properties would be negatively affected, the disruptions would be short term, and the mineral resource would still be available during lower flow periods.” (*Id.*) However, the June through September period of proposed higher flows corresponds to the time of year when these mines are most active because the weather and other conditions are most favorable. Thus, the EIR’s assumption that mining can or does occur at the same rate at other times of year (or evenly during every month of the year) is inaccurate and unsupported. For instance, Plumas County recently granted a use permit for the Seneca Mine that specifies mining must occur during April 1- October 31. (See Attachment 12.) Thus, if the 250 cfs releases obstruct access during June 15 – September 15, this could represent a significant percentage of the actual annual operation period of the mine. The EIR also fails to make a significance determination with respect to this impact for the proposed project, separate from its conclusions regarding Alternatives 1 and 2.

### **3. Shoreline Erosion**

The EIR’s conclusion that the impacts of the proposed project on shoreline erosion at Lake Almanor is significant without mitigation is unsupported. The EIR’s analysis of shoreline erosion expressly states that “[t]he magnitude and patterns of erosion would not be different than those currently occurring at the lake; neither the UNFFR Project nor either alternative would modify lake operations in a way that would increase erosion. (EIR at 6.3-17.) Furthermore, the proposed mitigation of requiring implementation of an updated shoreline monitoring and management plan is vague and does not support the EIR’s conclusions that the mitigation will reduce the significant impact. The County agrees that shoreline erosion at Lake Almanor must be carefully monitored and addressed. At the very least, however, the EIR needs to describe the required contents of any such erosion plan, including quantifiable performance objectives, a schedule for preparation, implementation, and monitoring protocols, provide detailed and enforceable method of budgeting and paying for these costs and the specific measures that will be employed to limit erosion.

### **4. Seneca Reach Flow Analysis Confusing and Inadequate**

The EIR’s analysis of changes in the channel morphology of the Seneca reach is inadequate, confusing, and uses an inconsistent baseline. The EIR claims a less than significant effect on the Seneca reach from the increased releases of 250 cfs from Canyon dam proposed in Alternative 1. The EIR supports this conclusion by stating that “[a]lthough flows would increase in the Seneca and Belden reaches, changes in the river morphology would be similar to the current variable conditions....” (EIR at 6.3-16.) The variable conditions the EIR claims to use as a comparison for this effect determination do not comport with the stated baseline condition for the Seneca reach, which is 35 cfs every month as required in the existing FERC license (or interim renewal). There are no variable flows in the baseline. This is yet another example of the EIR’s use of confusing, inconsistent and multiple baselines.

Elsewhere, the EIR admits that “a 250 cfs release would be substantially higher than the current flow discharged from Canyon Dam....” (EIR at 6.3-16.) The EIR states that these flows “could transport sediment and woody debris along the channel and deposit these materials downstream in the Belden forebay or other reservoirs.” (*Id.*) The EIR should assess whether, on account of this effect, Belden forebay will need to be dredged more frequently and the potential impacts of the activity.

The EIR’s water resources analysis confirms that “[t]he Seneca reach would experience an increase in minimum flows from 35 cfs to between 60 and 150 cfs under the 2004 Settlement Agreement.” (EIR at 6.4-6.) It states “[t]he short term changes could result in flooding along the canyon in areas that have not been frequently inundated....” (*Id.*) After reaching this conclusion for flows well below 250 cfs and then characterizing the increase to 250 cfs as “substantially higher” than the baseline flow, the EIR nevertheless concludes without analysis or support that “[w]ith the minimal seasonal flow changes, impacts on other resources along the North Fork Feather River, such as riparian vegetation, wildlife, soils, and river morphology, would also be minimal.” (EIR at 6.4-7.) The EIR provides no basis for its conclusion that flooding new areas with “substantially higher” flows will result in only “minimal” impacts to those resources.

The EIR’s analysis of the water resources impact of Alternative 1 does not adequately analyze the increased flow releases “up to 250 cfs in the Seneca reach from June 15 through September 15.” (EIR at 6.4-7.) The EIR does not analyze the impact of increasing Seneca reach flows from 35 cfs in the baseline condition to 250 cfs - over a seven-fold increase. The EIR improperly relies on the analysis of the proposed project’s impacts of much lower flows during this period to conclude that “effects of increased minimum flows in the Seneca reach would be similar to those outlined above for the Proposed UNFFR Project.” (EIR at 6.4-7.) There is no justification for combining the effects analyses of different alternatives like this and it is confusing and misleading. The EIR concludes that the Seneca reach would experience “changes in its flow regime”, but again claims without support “[w]ith the minimal seasonal flow changes, impacts on other resources along the North Fork Feather River, such as riparian vegetation, wildlife, soils, and river morphology, would also be minimal.” (EIR at 6.4-8.)

## **B. Water Quality**

As part of its review of the EIR, the County commission expert Dr. Gina Johnston to provide in-depth review of the EIR’s water quality discussion, analyses, and conclusions in addition to providing general comments on the adequacy of the EIR. The final report and qualifications of Dr. Johnston are attached as Attachment 1. The County fully incorporates those comments here and requests that the State Board separately respond to the issues raised by Dr. Johnston, as well as to those provided below.

### **1. No Analysis Of Water Quality Without UNFFR Project**

The State Board apparently developed the EIR with the premise that the proposed project must be altered. The EIR fails to explain or justify the basis for that position. The EIR states that it “focuses on potential modifications to the existing UNFFR Project that may be implemented to better protect the overall beneficial uses of the North Fork Feather River, while limiting water quality impacts to the beneficial uses of Lake Almanor.” (Draft EIR, at 6.5-3.) The EIR does not provide historic data that shows what the flows and water temperatures would be without the proposed UNFFR project.

### **2. Alternative 1 Impact Significant In Normal Years**

The EIR’s conclusion that Alternative 1 will have less than significant impacts in normal water years is unsupported, fails to account for the already significantly limited coldwater habitat available under the baseline and in the future under reasonable climate change scenarios, and is inconsistent with the EIR’s chosen significance thresholds. The threshold is a “substantial water quality change[] that would adversely affect beneficial uses.” (EIR at 6.5-15.) The EIR’s analysis for Alternative 1 states that it would reduce the volume of cold water in mid-August by 23.5 percent. (EIR at 6.5-18; EIR at 6.5-27 [“The 250 cfs release from Canyon dam [under alternative 1] would draw more water from the hypolimnion than occurs under the current 35 cfs release.”].) The EIR claims that this is less than significant because of the “relatively small volume of suitable cold water habitat and the short duration of the change.” (*Id.*) The EIR presents no biological or scientific rationale to support this conclusion. In fact, the scientific and biological facts mandate the opposite. Removing a quarter of the available cold water from the lake during the critical summer period is not relatively small - it is substantial. The EIR provides no data or support for the concept that this large percentage change in available cold water habitat will not have an adverse effect on the coldwater habitat / fish beneficial uses of Lake Almanor. (See additional discussion in Attachments 1 and 2)

## **C. Wildlife**

### **1. Outdated, Inconsistent Baseline**

The EIR uses obsolete data in its wildlife impacts analyses. It states that “Each species on the list was assessed for its potential to occur in the biological study area based on the species’ known distribution and habitat requirements... and surveys of portions of the biological study area. Garcia and Associates conducted focused plant and wildlife surveys in portions of the biological study area in support of PG&E’s application to FERC (PG&E 2002a). Supplemental surveys were not conducted during preparation of this section.” (EIR at 6.7-7.) The use of 2002 survey data is inconsistent with the 2005 baseline and also grossly outdated for use in biological impact analyses for an action that will be implemented in 2016 or later. Also, the EIR fails to adequately describe these surveys, their duration, timing, frequency, and methods and therefore the County and the public cannot assess the adequacy or effectiveness of these

surveys. Supplemental, updates surveys should be conducted and their methods and results fully described in the EIR.

## **2. Improper Limitation On Scope Of Analysis**

The EIR's wildlife and vegetation analyses make a distinction between the biological study area and the activity area, but the EIR does not explain or define the difference or provide any rationale for why this is a biologically significant distinction. The vague and undefined term "activity area" is used in the EIR to improperly eliminate analyses of potential impacts to species that occur in the area that may be affected by implementation of the proposed project or Alternatives 1 and 2.

## **3. Improper Exclusion Of Analysis Of More Common Species**

The EIR also improperly limits its analysis of impacts to only species that are listed as sensitive or special-status. This fails to disclose the full environmental impacts of the project or alert the public to other environmental effect they may be concerned about. Wildlife such as birds, mammals, amphibians and other species that are not listed as sensitive or threatened but which are present in the area should still be identified and potential impacts to them discussed. For example, if increased releases down the Seneca reach would greatly impair breeding opportunities or otherwise disrupt a common frog species, that effect should be disclosed in the EIR. The EIR here is defective in failing to even assess whether populations of these species are present in the affected area and in failing to disclose or analyze any possible impact implicated by such occurrence.

## **4. Frogs**

The EIR's reliance on 2001 surveys for mountain yellow-legged frog is inadequate. Same comment for Cascades frog and foothill yellow-legged frog. General distribution maps indicate these species may be present in the area affected by the project. (See Attachment 11.) Also, at what time of year and where were the 2001 surveys conducted? How can the EIR conclude there will be no impacts to these species?

## **5. Willow Flycatcher**

The EIR improperly fails to analyze Willow flycatcher as a species that may be affected by the Alternatives 1 and 2 by claiming that suitable habitat for this species is not present in the study area. However, the SWRCB's own January 12, 2006 letter regarding the Willow flycatcher, which was submitted to FERC as part of its National Environmental Policy Act process, states that the Lake Almanor area is a breeding stronghold for the species and that there may be potential impacts to this species from the proposed project alternatives that need to be assessed (and possibly mitigated). (See Attachment 4.) The State Board even assured FERC that it would evaluate these important issues in this EIR. The County incorporates the State

Board's comments in its letter here and asks that the EIR perform the analyses and address the issues identified in the letter and then recirculate the EIR.

#### **6. Western Red Bat**

The EIR's failure to assess impacts to Western red bat on the basis that “[r]iparian habitat is not present in the activity areas” is inconsistent with the EIR's description of the environmental setting (i.e., baseline), which states “riparian [vegetation] communities are found adjacent to the North Fork Feather River in the Seneca and Belden reaches from Canyon Dam downstream to the Belden powerhouse and along Butt Creek.” (EIR at 6.7-3.)

#### **7. Wetlands**

The EIR's analysis of impacts to wetlands is insufficient and conclusory. The EIR should identify potential construction areas that will be part of implementation of the proposed project or alternatives and conduct wetlands delineations to assess and disclose any potential wetlands impacts along with determining their significance so the public can comment on them. This same lack of specificity regarding the extent of impacts renders the EIR's suggested future mitigation measures for wetland impacts vague and inadequate. For example, the EIR's mitigation provides no definitive measures that must be employed to protect wetlands, identifies no alternative sites, fails to assure that any such alternative sites even exist, and provides no quantitative or objective measures of performance or success for the mitigation. Therefore, the EIR's conclusion that this mitigation would render wetlands impacts less than significant is unsupported.

#### **8. Construction Activities**

The EIR finds that construction activities could temporarily alter the foraging or movement patterns of wildlife. (EIR at 6.7-31.) However, it claims this effect will be less than significant based solely on the rationale that “long-term impacts to wildlife movement are not anticipated.” (*Id.*) There is no biological justification for this conclusion and the conclusion is unsupported. Short-term effects during critical periods for a particular species may have a very significant effect on that particular species. The impact of any particular effect on a species depends on the co-occurrence or intersection of the effect and numerous other biological factors including average lifespan and behavioral traits such as foraging, breeding, and movement ecology. Also, the EIR does not define what it means by so-called short-term effects. Are these effects minutes, hours, days, weeks, months, or years long? Finally, the EIR does not adequately describe many of the construction activities and implementation actions that are part of the proposed project or Alternatives 1 and 2, and so it has no factual basis for analyzing or making conclusions regarding the impacts of these activities. (See comments on inadequate project descriptions)

## 9. Seneca Flows

Finally, the EIR does not address the impacts to wildlife of increasing flows in the Seneca reach from 35 cfs to 250 cfs (as proposed in Alternative 1). How will greatly increasing the flow in this 10+ mile reach of river affect the ability of wildlife to cross this reach? The EIR admits that the increased flows may cause hazards for humans using that stretch of the river, but fails to acknowledge that similar risks may be presented to mammals and other wildlife that have grown accustomed to crossing that portion of the river at its much lower baseline flow of 35 cfs.

### D. Recreation

The EIR recognizes that “recreation contact” is a designated beneficial use of Lake Almanor and that this designation includes “fishing.” (EIR at 6.8-1.) However, the EIR nowhere analyzes the impact of Alternatives 1 and 2 to recreational fishing at Lake Almanor, even though it states that the Lake “receives approximately 1,214,000 visitors annually”. (EIR at 6.8-5.) A significant percentage of those visits are to engage in recreational fishing at Lake Almanor or Butt Valley Reservoir. The EIR must include an analysis and determination of whether the recreational fishing impacts on Lake Almanor will be significant as a result of the proposed project or Alternatives 1 or 2. (See also Section XII.)

The EIR recognizes that this analysis is required and it even includes an analysis of the effects to “the quality of recreational fishing opportunities in the North Fork Feather River below Canyon dam,” which concludes based on a 2001 survey of recreational fishermen that “flow modifications under the Proposed UNFFR Project and either alternative would not substantially affect fishing opportunities.” (EIR at 6.8-10.) Oddly, however, although it analyzes effects on recreational fishing in the river, the EIR includes no analogous analysis of the effect on recreational fishing at Lake Almanor even though the stakes and impacts at the lake are much greater than in the river. The EIR’s total lack of analysis of the recreational fishing impacts on Lake Almanor ignores one of the greatest impacts of the proposed Alternatives, which is the possibility of losing recreational fishing for coldwater species in Lake Almanor for several years, if not longer. Similarly, the EIR omits an analysis of the impacts of Alternatives 1 and 2 on recreational fishing in Butt Valley reservoir when the fishery in that lake will be adversely affected by the loss of the significant prey subsidy or input it currently receives through entrainment of wakasagi at Prattville. (See also related comments in Attachment 2.) The EIR’s inconsistent level of review and its omission of these analyses violates law.

### E. Aesthetics

The EIR’s discussion of Impact AE-4 (new sources of light or glare at Lake Almanor or Butt Valley reservoir) is too vague and cursory to adequately disclose and alert the County and public to possible new permanent sources of nighttime lighting that may affect lake views and other aesthetic values. The EIR states that “[a]ny lighting structures included in these new facilities or improvements would be similar to those existing under current conditions and would

be subject to the same regulation.” (EIR at 6.9-10.) This rationale is flawed and unsupported without further description of the existing conditions and the proposed new facilities. Whether the new facilities will be similar to existing facilities is not the only factor necessary to assess impacts. One key factor is how many new facilities there will be in relation to what exists now (e.g., will the increase be 1, 10, or 100%?). Thus the EIR needs to disclose and analyze the magnitude of proposed new development and lighting in relation to existing sources. Similarly, it is unclear what the EIR means by “subject to the same regulation.” The EIR should specifically explain what is meant by “regulation,” in the context of the analysis so that the County or other potential regulatory entities can be apprised of the potential need to “regulate” in the future.

**F. Cultural Resources**

The County encourages and supports the mandatory requirement that mitigation measure CR-2b be adhered to as part of the State Board’s 401 certification.

**G. Utilities / Energy**

The EIR’s Public Services and Utilities impacts analysis completely fails to address the impacts of reduced power generation from increased flows out of Canyon dam as compared to the 35 cfs baseline flows, particularly the increased flows proposed in Alternatives 1 and 2. The total lack of this discussion in the EIR’s chapter analyzing utility effects obscures any such impact and prevents informed decision making and meaningful public participation.

**H. Noise**

The County agrees with the EIR’s conclusion that impacts from construction activities associated with the alternatives considered in the EIR are potentially significant. However, the County disagrees that mitigation measure NO-1 is sufficient to support the EIR’s conclusion that this impact will be mitigated to a less than significant level. Mitigation measure NO-1 calls for vague, undefined “noise reduction measures.” The EIR provides no details on how much these measures will reduce the noise of construction equipment to ensure that the resulting noise level in decibels after implementation of these (unspecified) measures will be less than significant. Furthermore, the mitigation requirement to place stationary noise generating equipment far away from sensitive receptors is qualified by a requirement that this equipment will only be placed “as far away as feasible.” This qualification totally undermines the EIR’s conclusion that this measure will mitigate noise impacts to less than significant levels. In fact, it proves the opposite - that the SWRCB cannot ensure noise impacts can or will be mitigated to less than significant levels. Similarly, the mitigation element of orienting equipment to “minimize” noise impacts does not quantify the minimization required and therefore cannot support the EIR’s conclusion that impacts will be reduced to less than significant levels.

In sum, mitigation measure NO-1 amounts to a promise to try to do what can be done to reduce noise impacts, but provides no assurances that a particular noise impact arising from construction will actually be reduced by enough to render that impact less than significant.

## **I. Fisheries**

The EIR's analysis of potential impacts to fisheries is inadequate and not supported by substantial evidence. As part of its review of the EIR, the County commissioned expert Dr. Alice Rich to provide in-depth review of the EIR's fishery resource discussion, analyses, and conclusions in addition to providing general comments on the adequacy of the EIR. The final report and qualifications of Dr. Rich are attached as Attachment 2. The County fully incorporates those comments here and requests that the State Board separately respond to the issues raised by Dr. Rich, as well as to those provided below.

### **1. Inadequate Mitigation**

As mitigation for a cold water fish die-off in Lake Almanor, the EIR proposes that PG&E will simply restock the lake with more cold water fish. The surveys and methods to detect a fish die-off require much more detail to ensure effectiveness and adequate public review. What kinds of surveys, how many, when, where? A detailed sampling protocol must be developed and disclosed for comment. The same goes for efforts to replace fish. What are the triggers for restocking? The species and numbers of fish to be stocked are not stated. Monitoring post-stocking to ensure survival of stocked fish is essential to gauge effectiveness but is not included in the EIR. Furthermore, the EIR ignores the significant time gap between a die-off and successful restocking; it fails to disclose that the fish that will be killed are several year old cold water trophy fish (~20 inches), but the fish to be stocked are yearlings from a hatchery. Other mitigation measures should be considered (see subsection 3 below).

### **2. Alternatives 1 and 2 Would Significantly Impact Butt Valley Reservoir**

As more fully described in Dr. Alice Rich's report and as summarized here, the EIR's conclusion that implementation of the Project alternatives would not have a significant effect on the recreational fishery of Butt Valley reservoir as a result of reduced forage fish in the reservoir is not supported by substantial evidence. The EIR concludes that the thermal curtains at Prattville will not significantly affect the trophy fishery in Butt Valley Reservoir, yet the EIR admits that the thermal curtains will almost entirely prevent wakasagi (i.e., pond smelt) from being siphoned from Lake Almanor to Butt Valley Reservoir through Prattville.

The EIR admits that the current addition of pond smelt from Lake Almanor to Butt Valley through the existing Prattville intake has been and is a significant and important source of food for the trophy fish in Butt Valley reservoir. Nevertheless, the EIR claims that eliminating this input of wakasagi from Lake Almanor to Butt Valley will not cause a significant impact on

the fishery in Butt Valley because there is a self-sustaining population of wakasagi in Butt Valley reservoir.

The EIR fails to account for the fact that the additional pond smelt from Lake Almanor increase the density of wakasagi in Butt Valley, thereby making it easier for fish in Butt Valley to find and eat wakasagi. The fact that wakasagi may be locally reproducing in Butt Valley is irrelevant. The key issue for impact analysis is how will the predator-prey dynamic change in Butt Valley reservoir if the thermal curtains are installed and the current supplemental addition of wakasagi from Lake Almanor is stopped. The EIR provides no analysis of the density of pond smelt with and without thermal curtains; absent such an analysis (or other analyses showing that the density of the alleged locally reproducing population of pond smelt is already sufficient to maintain the trophy fishery) the EIR's conclusion is not supported by science, biology, or logic.

### **3. Additional / Alternative Fish Mitigation Required For All Alternatives**

The reports of both Drs. Johnston and Rich (Attachments 1 and 2) indicate that coldwater conditions and fish at Lake Almanor are already in a critical state. Thus, any reduction of cold water habitat could cause a significant impact and require mitigation. This even applies to the proposed project, which the EIR currently finds will have a less than significant impact, but which the County believes requires reevaluation, especially in light of future climate change effects to Lake Almanor water levels and temperatures. Therefore, the EIR should consider including additional or alternative measures of mitigation for the proposed project and alternatives that would increase or maintain suitable coldwater habitat during the critical period. Such measures include a speece cone for oxygenation of coldwater or the addition of additional cool water into Lake Almanor.

### **XII. The EIR Fails To Analyze Potential Indirect Environmental Impacts That Would Result From A Loss Of The Economic Benefits Of Coldwater Fishing On Lake Almanor**

“In evaluating the significance of the environmental effect of a project, the lead agency shall consider direct physical changes in the environment which may be caused by the project and reasonably foreseeable indirect physical changes in the environment which may be caused by the project.” (CEQA Guidelines, § 15064(d).) The CEQA Guidelines provide that “[i]f an alternative would cause one or more significant effects in addition to those that would be caused by the project as proposed,” the significant effects of the alternative must be discussed. (Guidelines, § 15126.6(d), citing *County of Inyo v. City of Los Angeles* (1981) 124 Cal.App.3d 1.)

The Draft EIR ignores the indirect physical changes to the environment that are reasonably foreseeable effects of the Project alternatives. Specifically, the EIR fails to disclose or evaluate the potential indirect effects that will occur throughout the Project region due to the

economic impacts resulting from impacts to fisheries. The CEQA Guidelines instruct that “[w]here a physical change is caused by economic or social effects of a project, the physical change may be regarded as a significant effect in the same manner as any other physical change resulting from the project.” (CEQA Guidelines, § 15064(e).) Here, there is substantial evidence that Alternative 1 and Alternative 2 would impact fisheries throughout the region, particularly in Lake Almanor, and Butt Valley Reservoir and that effects on fisheries in turn will have significant effects on the regional economy, which is significantly based in part on the recreational fishery and other recreation use and visits to the lake. Impacts to this resource-dependent economy will have foreseeable physical effects, in the form of closed and abandoned businesses and residences, reductions in tax-base, and dependent public services. There is little doubt that in Plumas County and the surrounding region, effects to the recreational economy will cause physical changes in these resource-dependent communities.

The EIR concludes that Alternatives 1 and 2 will cause a significant impact on coldwater fish species in Lake Almanor that may result in a large-scale die off of these populations. The EIR suggests inadequate mitigation in the form of fish stocking. Other comments in this letter address the violations of CEQA committed by the EIR when addressing those fisheries issues and others (such as in Butt Valley Reservoir), but there is another related issue that requires attention – the resultant indirect effects to the human environment from the economic and socio-economic impacts of the loss of the Lake Almanor fishery and other degradation. In its present form, the EIR improperly omits an analysis and discussion of the indirect effects that will be caused by the reduction of economic activity that are reasonably foreseeable from the degradation of the Lake Almanor and Butt Valley under Alternatives 1 and 2.

CEQA requires the EIR to analyze and discuss the impacts to the human environment that could indirectly result from economic impacts caused by a proposed project or proposed alternatives. That requirement is met in this case. Specifically, the causal connection between a die-off of coldwater fish species and other degradation in Lake Almanor, to economic impacts, to resultant impacts on the human environment is straightforward. A fish die-off in Lake Almanor or Butt Valley and/or a decrease in fishing success or other recreational quality would substantially reduce the number of persons who visit the area for recreational fishing and reduce the dollars otherwise spent by such visitors within the County.

This loss of recreational fishing and other visitation would therefore reduce the income stream in Plumas County, particularly in the Lake Almanor and Butt Valley reservoir areas (e.g., Chester). This impact could last several years or longer because many of the fish that would be killed are several years old and represent the “trophy fish” that anglers prize and seek. The County explains elsewhere that the EIR’s proffered mitigation measure of stocking hatchery fingerlings is wholly inadequate to replace this biological treasure. And so several fishing seasons or more will likely pass before anything close to resembling the original coldwater fisheries occur in Lake Almanor. Word of any fish die-off will spread quickly via social media and the web, and anglers will seek their trophy fish elsewhere.

The significance of recreational fishing and measures of calculating its role as an economic driver of surrounding communities has been well-established for many years and throughout the country. Included in this letter as Attachment 5 are numerous articles confirming the economic impact of recreational fishing and recreational visitorship to the surrounding, often rural communities. The County provides these articles and others provided additional attachments to establish that there exists an entire academic community of professional economists and researchers that have developed methodologies for calculating the relationship and impact of recreational users (and spending) and the economy of nearby communities. For instance, the report by Chen et al. (2003) demonstrates standard methods of measuring and quantifying economic impacts for a trophy largemouth bass fishery for Lake Fork, Texas. Others discuss various other locations and fisheries and the importance of recreational visitors to most rural communities.

There is even precedent for conducting such studies in Plumas County. Specifically, when the State contemplated pike eradication efforts at Lake Davis, the economic effect of recreational fishing at that lake were calculated and considered. The attached August 24, 2006 report by The Center for Economic Development at California State University Chico, calculated the value of the recreational fishery in that lake. (See Attachment 6.) The report concluded that the Lake Davis fishery was worth almost a million dollars annually in Plumas County income. Lake Davis is less than one-tenth the size of Lake Almanor, so the benefits of Lake Almanor are obviously much greater. Considering the life of the planning horizon evaluated in the EIR, the value of the Lake Almanor fishery is likely hundreds of millions of dollars. The Chico State report demonstrates the economic value recreational fishing brings to Plumas County. Attachment 7 to this letter includes information demonstrating that Plumas County's economy heavily and disproportionately relies on economic activity from visitation and travelers from outside the area (over 50% of local tax and transient occupancy receipts) that is generated by recreational fishing and other lake recreation.

In 2012, a significant forest fire affected much of Plumas County during the summer and seasonal visitation, which is generally highest in the summer months, was reduced as people avoided the fire and smoke that was prevalent in portions of the County. The County surveyed local businesses regarding the effects of the reduced recreational visits on their seasonal income (See Attachment 8.) The results demonstrated that businesses lost on average 53% of expected income as compared to the previous non-smoke year. The total loss of just a subset of businesses totaled \$1.4 million. There has also been a study confirming that changes in Lake Almanor water level affect real estate values and possibly county and local tax receipts. (See Attachment 9.) Effects to lake levels from the proposed project and alternatives is another effect that the EIR does not adequately analyze, but which this study demonstrates can affect property values and consequently the local property tax base.

As part of its effort in responding to the EIR, the County contacted businesses and other service providers to ask how they might be affected by a loss or decrease in revenue from recreational fishing business. The responses the County received are contained in Attachment 10 to this letter.<sup>5</sup> They reveal alarming potential impacts to the local economy and subsequent physical changes to the human environment. These data justify and demand that the State Board conduct a more thorough analysis of these issues and disclose them to the public and decision makers in the EIR. For instance, Linda Wagner, Chief Executive Officer of the Seneca Healthcare District, a district hospital (and the only hospital) in Chester declares that it currently struggles to achieve a net positive income and that it relies heavily on the local tax base, which has declined over the years. She states that any further decrease in this local tax increment finding “would jeopardize our ability to provide health care in the community.” Secondly, she states that the hospital relies on revenue from increased visits in the summer (from seasonal residents and tourists) to carry the hospital through negative cash flow winter months. Based on her observations and experience at the hospital, she states the hospital is “very much dependent” on Lake Almanor’s effect on the population and visitation “to support the health care service provided to the community,” and without Lake Almanor “access to healthcare in this area could be put at risk.”

Joe Waterman, General Manager and Chief of the Chester Public Utility District and Chester Fire Department, respectively, declares that any reduction in property values will reduce the tax base and affect the provision of local services such as fire protection, water delivery, wastewater treatment, solid waste management, and streetlight provision. He states that the District already has a significant amount of funding unavailable to it because of defaults in assessments and taxes and “cannot afford any impacts that would increase the default rates we are experiencing.” He also states that fire and ambulance services “rely heavily on volunteer firefighters to operate effectively” and that any reduced tourism, loss of employment that encourage population decline will have a drastic effect on the District’s ability to provide services.

Numerous other residents and businesses have also commented on their high reliance on the recreational and recreational fishing economy and the potential for business closures, loss of revenue, reduced property values and decreased visitation that a fish die-off or water quality impacts like algal blooms or swimmer’s itch at Lake Almanor would cause. These statements confirm the possibility of boarded up and closed shops blighting Chester, loss of services such as

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<sup>5</sup> Although, the County has collected all these comments and submits them here in support of its comment letter, the State Board should also consider each individual comment a separate comment from the named individuals for purposes of party exhaustion of administrative remedies because the individuals that submitted these comments to the County were under the impression that they were providing public comments on the EIR, and that the County was acting as an intermediary for them and would timely forward their comments to the State Board, which the County has done.

24 hour gas stations or emergency tow services, and snow removal by private residents. This would cause aesthetic and safety impacts. Closure of some of the privately-owned recreational campgrounds could cause overcrowding or increased use and deterioration at other public campgrounds or illegal overnight camping on public lands with attendant environmental and aesthetic impacts such as trash, pollution (e.g., emptying grey water etc.), and compaction and destruction of vegetation.

As one of the premier recreational and fishing lakes in the northern Sierra and the largest in Plumas County, the economic significance and benefits of out-of-area visitors to Lake Almanor is undisputable. The EIR recognizes the significance of Lake Almanor in several places. Yet, the EIR nowhere provides any discussion or analysis of the grave and significant adverse economic effects and resultant indirect physical effects implementation of Alternatives 1 and 2 could cause. These are not mere economic impacts, but actual, physical indirect impacts on the human environment that must be considered under CEQA.

### **XIII. Cumulative Impacts And Climate Change**

The EIR's cumulative impact analysis is deficient in failing to address the effect of climate change on the proposed project and alternatives over the life of the project (i.e., relicensing period of 40-50 years). The analysis period must match the life of the project, so here it is necessary and useful to consider what is foreseeable regarding climate change and water temperatures in 20 or 30 years. The data demonstrate a significant trend of warmer and reduced flows in the watershed in the past decades as compared to earlier historical data that is expected to continue. (See Attachment 3.) The EIR fails to analyze the impacts of the proposed project and Alternatives 1 and 2 in light of this trend and how they will impact resources and perform in this climate-changed future environment. Failure to do so violates CEQA. It provides an incomplete and erroneous assessment of environmental impacts and the efficacy of Alternatives 1 and 2. The County believes such an analysis could show that with climate change, Alternatives 1 and 2 will not achieve their intended purposes. Similarly, it might reveal that impacts from the proposed project or Alternatives 1 and 2 on coldwater fish in Lake Almanor will be even worse. It is essential for the State Board and public to know the results of this kind of analysis to determine whether additional mitigation (such as methods to oxygenate coldwater or increase the volume of coldwater in Lake Almanor) will be necessary in the future.

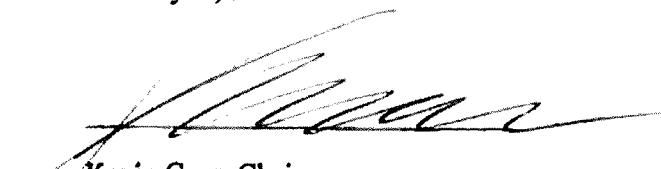
### **XIV. CONCLUSION**

Plumas County implores the State Board to conduct a more informed, thorough, and objective analysis of the true impacts and trade-offs of potentially sacrificing the environment of Lake Almanor and surrounding communities in an effort to achieve a temperature reduction in the lower river with dubious and uncertain biological benefits and justification. An analysis by a fisheries expert prepared for the FERC process confirms that this is the choice presented to the State Board and his report concluded, as any rational person would, that it was unwise and unwarranted to knowingly and with certainty adversely and significantly impact Lake Almanor

for speculative and uncertain benefits downstream. (See Attachment 14.) Plumas County asks the State Water Board to exercise its regulatory power in a rational, balanced, and equitable manner that examines the relationship between temperature conditions in the Feather River and the Project, and that considers and evaluates alternatives that would avoid the impacts of the alternatives proposed in the Draft EIR. Given the delicate balance at the lake and the likely increased stresses the climate change will bring even under the proposed project, the County believes other mitigation and monitoring measures should be included even if the proposed project is selected. This is what is required under state and federal law and the State Board's regulations, policies, and authority.

In its current state, the EIR does not meet CEQA standards. The Draft EIR fails to perform its task as an informational document to foster informed decision-making, public involvement, and public accountability. The errors and short-comings in the EIR prevent meaningful public participation and an accurate understanding of the environmental impacts associated with the Project and the Project alternatives. These same flaws render the EIR inadequate to support a certification decision by the State Water Board. The State Board should revise and improve the EIR as indicated in this letter and then recirculate the new analyses for public comment and review.

Thank you,



Kevin Goss, Chair

Plumas County Board of Supervisors

1235184.1 9203-003

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, (hereinafter referred to as "County"), and KEMPER CONSULTING GROUP, a sole proprietorship, Lee D. Kemper, Principal (hereinafter referred to as "Consultant").

The parties agree as follows:

1. Scope of Work. Consultant shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Consultant for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Consultant under this Agreement shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000).
3. Term. The term of this agreement shall be from April 7, 2015 through December 31, 2015, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, County shall notify Consultant and the County shall have no liability to pay any further funds whatsoever to Consultant, other than for services provided prior to Consultant's receipt of County's notification, or furnish any other consideration under this Agreement and Consultant shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Consultant to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Consultant acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Consultant agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

- 1 -

CONSULTANT INITIALS \_\_\_\_\_

8. Consultant's Responsibilities.

- A. Consultant shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.
- B. In addition, Consultant shall indemnify, defend and hold harmless the County of Plumas, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by Consultant's willful misconduct or negligence, or the willful misconduct or negligence of any subcontractor, agent or employee of Consultant.

Consultant's aggregate liability for all claims, whether as a result of breach of contract, tort, or otherwise, regardless of the theory of liability assessed, is limited to no more than the total amount paid to Consultant for services provided under this Agreement, and only to the extent finally determined to have resulted from Consultant's willful misconduct or negligence. Consultant shall not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages.

In providing any defense under this Paragraph, Consultant shall use counsel reasonably acceptable to the County Counsel.

9. Public Liability and Property Damage Insurance.

- A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
  - a. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
    - i. Comprehensive General Liability - \$1,000,000/occurrence and \$2,000,000/aggregate.
    - ii. Automobile Liability - \$500,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Nonowned vehicles).
    - iii. Professional Liability/Malpractice/Errors and Omissions - \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the Consultant must provide this insurance. If not, then this requirement automatically does not apply.)
    - iv. Workers' Compensation - Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
  - b. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the automobile, workers' compensation and

professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)

- c. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.
- d. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
- e. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.
- f. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Risk Manager (ten (10) days for delinquent insurance premium payments).
- g. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise approved by the County Risk Manager.
- h. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
- i. For any claims relating to this Agreement, the Consultant’s insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Consultant’s liability insurance policy.
- j. The Consultant shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the Risk Manager with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County’s

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

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CONSULTANT INITIALS \_\_\_\_\_

request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Consultant shall furnish the Risk Manager with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

10. Workers' Compensation.

Consultant shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the Risk Manager in a form substantially as set forth below.

**WORKERS' COMPENSATION CERTIFICATE**

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Consultant affirmatively represents that she/he has the requisite legal authority to do so on behalf of Consultant, both the person executing this Agreement on behalf of Consultant and Consultant understand that the County is relying on this representation in entering into this Agreement.

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

12. Relationship of Parties. It is understood that Consultant is not acting hereunder as an employee of the County, but solely as an independent contractor. Consultant, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Assignment. Consultant may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Consultant agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Consultant represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Consultant.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

**County:**

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

**Consultant:**

Lee D. Kemper, President  
Kemper Consulting Group  
1841 11<sup>th</sup> Avenue  
Sacramento, CA 95818  
Attention: Lee D. Kemper

With a copy to:

Risk Manager  
County of Plumas  
520 Main Street, Room 205  
Quincy, CA 95971

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

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

<b>CONSULTANT:</b>  KEMPER CONSULTING GROUP, a sole proprietorship  By: _____ Name: Lee D. Kemper Title: President Date signed: April ___, 2015	<b>COUNTY:</b>  County of Plumas, a political subdivision of the State of California  By: _____ Name: Kevin Goss Title: Chair, Board of Supervisor Date signed: April 7, 2015
<b>APPROVED AS TO FORM:</b>  _____ R. Craig Settemire Plumas County Counsel	

## **EXHIBIT A**

### **Scope of Work**

CONTRACTOR shall provide professional consulting services to the Plumas County Board of Supervisors pertaining to mental health and substance use disorder programs and services operated or administered by Plumas County, and to other departments or officials within the larger Plumas County governmental organization in connection with areas of joint responsibility or concern. Such other Plumas County departments include but are not limited to Public Health, Social Services, and the criminal justice system.

#### **I. SCOPE OF SERVICES**

Consulting services shall focus on a review of the core organizational components of the Plumas County Mental Health Department and the Plumas County Department of Alcohol and Drug Programs and development of a plan for a combined Plumas County Department of Behavioral Health.

##### **A. Review of Core Organizational Components and Development of Plan**

CONTRACTOR shall conduct a review of all of the matters set forth below. CONTRACTOR, in CONTRACTOR'S sole discretion, shall determine the specific nature and extent of review of all of the following:

###### **1. Organizational Capacity, Orientation, and Collaboration**

CONTRACTOR shall assess and review all of the following:

- Evidence and documentation of a strategic vision, mission and goals to guide each department's current operations and the role of senior management in establishing the vision, mission and goals
- Current role of key internal stakeholders and opinion leaders and key external stakeholders, including clients, healthcare providers, other county departments, and community based organizations, in providing input and feedback to each department
- Evidence of collaborative planning, program development and service delivery between the two current departments and by each department with external stakeholders
- MHSA planning process, current MHSA plan implementation efforts, and proposed but yet to be implemented service delivery strategies, financing and reserve funds, and program expenditures
- Evidence that current service delivery design is built upon and/or incorporates best practices from the mental health and substance use disorder (SUD) fields
- Current and historic barriers to service delivery in meeting client needs

## 2. Core Program Structure and Philosophy of Care

CONTRACTOR shall assess and review all of the following:

- Documentation of the service delivery system structure, including administrative processes and structure
- Extent to which services delivered are founded on evidence-based, best practice approaches/models
- Processes and supports to promote cultural competence among service providers
- Extent of team supported recovery-based strategies for delivering care
- Extent of community based supports for populations seeking mental health and/or substance use disorder services

## 3. Financing Structure and Long-Term Fiscal Strategies

CONTRACTOR shall assess and review all of the following:

- Current and historic budget and financing strategies and identification of changes required to optimize service delivery, while promoting a sustainable budget strategy for programs and services
- Mechanisms for collecting revenues in support of program and service delivery operations
- All available sources of revenue to support each department's operations, including a focus on revenue sources that support integrated programming

## 4. Organizational Structure in Support of Department and Program Missions

CONTRACTOR shall assess and review all of the following:

- Written plans of operation
- Defined scopes of services and programs, with a focus on areas of overlap and coordination
- Range of services provided and eligibility criteria (if any)
- Defined organizational processes that promote or undermine service delivery responsiveness and efficiency
- Current staffing structure and composition, including clinical positions and their individual and community roles and expectations
- Unmet staffing and service delivery needs, including staff vacancies and identified service delivery gaps
- Processes and methods of critical operations, including triage processes for critical or crisis situations
- Structure and effectiveness of referral and follow-up to services delivered by each department and community partners

## **5. Administrative Infrastructure**

CONTRACTOR shall assess and review all of the following:

- Defined reporting and supervisory relationships
- Administrative and staffing roles, requirements and capacity
- Professional staffing and service delivery schedules and their impact on service availability
- Service-capture and billing system operability
- Identified roles of different disciplines, opportunities for collaboration, and potential for shared space and/or colocation of services between mental health and alcohol and drug programs

## **6. Staff Training**

CONTRACTOR shall assess and review all of the following:

- Structure and content of current professional and administrative staff training
- Evidence and extent of skills-based training, best practice/evidence-based training, and mentoring and skill development for clinical and administrative staff

## **7. Performance Indicators**

CONTRACTOR shall assess and review all of the following:

- Evidence of a performance measurement and qualify improvement philosophy and structure for operations in each department
- Documentation of costs and outcomes as evidenced through measurements of populations receiving care, services provided, and costs of care
- Documentation of consumer satisfaction and the extent to which findings are used to inform program improvement
- Documentation of staff-provider-community partner satisfaction and the extent to which findings are used to inform program improvement
- Reported mental health and recovery services accessibility and community penetration rates
- Defined client service needs and priorities and the extent of match with mental health/recovery services received
- Structure and use of performance indicators as core management tools
- Use of team and individual provider performance profiles, including cultural competence, and linkage of identified needs to available staff training
- Mechanisms for tracking client outcomes and utilization of findings to improve service delivery and provider effectiveness.

## 8. Executive Recruitment and Selection

Contractor shall provide support for recruitment and selection of executive management for the proposed new County Department of Behavioral Health. The form and level of this support shall be determined jointly by CONTRACTOR and the County.

## **II. CONTRACTOR'S ACTIVITIES**

In carrying out consulting services described in Section I above, CONTRACTOR may take any or all of the actions outlined below:

- Examine any/all current program operations, including but not limited to current Mental Health Department and Alcohol and Drug Program Department organizational structures; job classifications, position descriptions and salaries; budgets and cost reports; program and financial records; written/formal and informal protocols and practices; data collection systems; aggregated and client-identified data; and management reporting on program and client service outcomes.
- Conduct interviews and/or surveys of internal and external stakeholders, including internal staff and contracting providers delivering direct services or other functions, and external stakeholders of County Health and Human Services Departments, including but not limited to criminal justice system partners, schools and nongovernment organizations that interact with the County Mental Health Department and County Department of Alcohol and Drug Programs.
- Review the Mental Health Services Act Plan, budget, MHSA fund reserves, and associated implementation.
- Review matters relating to employee relations, including staffing structure, classifications, position descriptions and salaries, recruitment, training, and personnel matters affecting workforce performance.
- Attend meetings of staff, advisory groups, and community organizations or members.

Provide consultation to the Director of Mental Health on all areas of Mental Health Department administration, fiscal reporting, programs and services.

- Provide clinical consultation to the Director of Mental Health upon request. Such consultation shall be provided only by a California Licensed psychiatrist, psychologist, clinical social worker, marriage and family therapist or clinical social worker with a minimum of ten years mental health services, program, and management experience in a California county mental health and/or behavioral health system.

- Pursuant to Welfare and Institutions Code Section 5751.2, any person providing clinical consultation to the Director of Mental Health shall be subject to all applicable requirements of law regarding professional licensure.

### **III. PRODUCTS TO BE DELIVERED**

Following completion of CONTRACTOR'S review, CONTRACTOR shall produce a proposed Organizational Plan for a new Plumas County Behavioral Health Department that combines current Department of Mental Health and Department of Alcohol and Drug Program responsibilities. The Organizational Plan shall include, but is not limited to, a combined Department Budget, Organizational and Staffing Structure, Service Delivery Structure, Staff Training Plan, and Community Engagement Strategy.

In the sole discretion of CONTRACTOR, such plan shall include proposed changes to current program operations of each department recommended by CONTRACTOR to strengthen organizational effectiveness, improve client service delivery and outcomes, and promote programmatic and financial accountability and sustainability over time. Such changes may include, but are not limited to, proposals pertaining to program structure, budgeting, staffing, contracting with external public and private organizations, data collection and analysis, performance management, staffing training, and external relations with other county departments, contracting service providers, advisory committees, community groups, and the public.

[End of Exhibit "A"]

## **EXHIBIT B**

### **Payment Terms**

County shall pay CONTRACTOR as per the following instructions:

1. \$225.00 per hour for Services, with the exception of travel time, which will be paid at \$112.50 per hour, and shall be paid to Contractor upon receipt of an invoice outlining exact services provided as presented in Exhibit A, Scope of Work. Invoice shall include number of hours per activity, billed in a minimum of 5-minute increments. All invoices shall be paid within 30 calendar days of delivery to county via email.
2. Mileage expenses for travel will be paid at the standard IRS per diem rate (unless Contractor utilizes a rental car, in which instance travel costs will be reimbursed as set forth in paragraph 3, below).
3. Original or copies of receipts and invoices for actual travel costs will be provided by CONTRACTOR for reimbursement of:
  - a. Car rental
  - b. Hotel/lodging costs
  - c. Meals (unless pursuant to daily per diem)
  - d. Gasoline costs
4. Billing invoices shall include:
  - a. Travel costs to be reimbursed
  - b. Original or copies of receipts for car rental, lodging, meals, and gasoline costs
  - c. Consultant service time on site
  - d. Consultant service time off site
  - e. Consultant travel time
5. Invoices will be submitted to:

Plumas County Board of Supervisors  
520 Main St., Room 309  
Quincy, CA 95971  
[pcbs@countyofplumas.com](mailto:pcbs@countyofplumas.com)

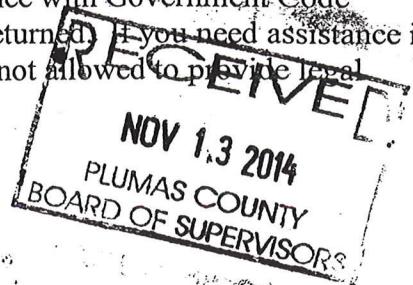
Payments under this Agreement shall not exceed \$250,000.00 (Two Hundred Fifty Thousand dollars) for the term of this agreement.

[End of Exhibit "B"]

# CLAIM AGAINST THE COUNTY OF PLUMAS

(Pursuant to Government Code §910.4)

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



## CLAIMANT INFORMATION

1. Name of Claimant: Lorraine J. Ruscelli

2. Mailing Address of Claimant  
73561 Hwy 70, Space 22 Portola CA. 96122

3. Mailing Address where notices are to be sent, (if different than mailing address of claimant):

4. Telephone Number of Claimant: (530) 386-3587

## REPRESENTATIVE INFORMATION

5. Name of Attorney (if any): \_\_\_\_\_

**6. Mailing Address of Attorney:**

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

7. Telephone Number of Attorney: (        ) \_\_\_\_\_ - \_\_\_\_\_

## INFORMATION ABOUT CLAIM

8. Incident Date: Month 05 Day 16 Year 2014

9. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel)

Under the bridge on Quincy Junction Road adjacent to and south of Mental Healths Sierra House.

10. Explain the circumstances that led to the alleged damage or injury: (State all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on separate page.)

On May 16, 2014, my son Jason Earlton Root committed suicide under the bridge on Quincy Junction Road, adjacent to and south of Plumas County Mental Health's Sierra House where Jason was an in-house patient under conservatorship. Ori Cardan was his conservator. Jason had been stable and "flourishing" on his medications for a bi-polar disorder for at least 8 months and (see reverse) continued on page 2

working toward his release from the Sierra House.

had plans to return to Hawaii and start a new life with his fiancee Melanie Selys after his release.

He was taking the medications Paxil, Ambien, Atavan and Zyprexa, and was stable for many months. On 2/28/14 Jason was discontinued from his Zyprexa and placed on a new medication called Latuda by the telemedicine Doctors nurse under the supervision of Mental Health's Bethany Riggs, at a dose of 80 mg. According to the Sunovion Pro File Resource for healthcare professionals, Latuda should

be started at the recommended dose of 20 mg. They relay information that the possibility of a suicide attempt is inherent in psychiatric illness and close supervision of high risk patients should accompany drug therapy and that prescriptions for Latuda should be written for the smallest quantity, consistent with good patient management, in order to reduce the risk of overdose. This was not done.

Jason was negligently mismanaged. Jason had a very strong adverse reaction to the medication change that very night and began telling his fiance, wife Ori Cardan, Bethany Riggs RN and Jacque Martinez-Blanton LCSW, the drop in center and Sierra House's administrator. The other patients at the

Sierra House also witnessed Jason having serious problems and became concerned. He was told by Ori, Bethany and Jacque that he needed to adjust to the medication change and was ignored. He informed his counselor James

Juraworth who called Mental Health and informed them that Jason was rapid cycling and decompensating and that he was very concerned for Jason's safety and that Jason was not taken to the psychiatric hospital. Instead on 3/17/14 the dose of Latuda was increased to 120 mg and was still being combined with contraindicated medications such as Ambien which can cause mild, moderate to severe side effects, one of these being

11. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim.

General Damages: Loss of my son's personal possessions.  
Special Damages: Loss of the affection & companionship of my son.

12. Dollar Amount of Claim: (if less than \$10,000) as of the date of presenting the claim. (Include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented.) \$\_\_\_\_\_ dollars

13. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be a limited civil case.  Yes  No

14. Name of names of public employee(s) causing the injury, damage or loss, if known

Bethany Rizzo, ORI Cardan, Jacqueline Martinez-Blanton L.C.S.W.  
Telemedicine nurse and Doctor working for the Sierra House

#### CLAIMS INVOLVING MOTOR VEHICLES

15. Insurance Information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier?  Yes  No

16. Name of Insurance Carrier and Telephone Number (including area code)

\_\_\_\_\_-\_\_\_\_\_  
Name ( ) \_\_\_\_\_ - \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

17. Policy Number:

18. Are you the registered owner?  Yes  No

19. Amount of deductible: \$

20. Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

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

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

Lorraine Russell  
Signature

Lorraine Russell

Printed Name of Person Completing Claim

cial behavior. Jason called his attorney still very ill for 8 weeks every day but he was not able to reach him as Ovi Cardan had told him that Jason was just acting out and not to return his calls. Jason was not allowed to leave the Sierra House after he decompensated and was caught smoking pot in his room, hardly a threat to himself or others, nonetheless. Jason "broke" according to his own words to his fiance and took over 300 pills from the Sierra House that night and used them to commit suicide and he ended his life by suicide on May 16, 2014 according to the coroners report.

Jason was not taken to a psychiatric hospital. Had he been he would have been protected, prevented from taking his own life and stabilized on his medications there as he had been several times in the past. His disappearance was not taken seriously and no foot search was done as it had been with other missing mental health clients in the recent past and Jason was not found in time to help him and save his life. He was found dead under the bridge nearly a month after his disappearance from the Sierra House. Had Bethany, Jeanne and Ovi as well as Mental Health Telemedicine Doctor and Mental Health director taken Jason's rapidly unstable condition seriously and treated him with the care and proper management afforded to its other mental health patients. Jason's life could have been saved. Plumas County in a fiduciary relationship with the Sierra house is responsible for my loss.

**STATE OF CALIFORNIA**  
**CERTIFICATION OF VITAL RECORD**

OFFICE OF THE CLERK-RECORDER

# COUNTY OF PLUMAS

QUINCY, CALIFORNIA

**CERTIFICATE OF DEATH**

STATE OF CALIFORNIA  
USE BLACK INK ONLY / NO ERASURES, WRITEOUTS OR ALTERATIONS  
15-1-1000-1009

BK 40 Pg 75  
3201432000075

STATE FILE NUMBER		USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS VS-1 (REV 3/08)			LOCAL REGISTRATION NUMBER					
1. NAME OF DECEASED - FIRST (Given) JASON		2. MIDDLE EARLTON		3. LAST Family ROOT						
AKA ALSO KNOWN AS - Include all AKA (FIRST, MIDDLE, LAST)				4. DATE OF BIRTH mm/dd/yyyy 04/10/1979		5. AGE Yrs. 35	6. IF UNDER ONE YEAR Months Days	7. IF UNDER 14 HOURS Hours Minutes	8. SEX M	
9. BIRTH STATE/FOREIGN COUNTRY CO		10. SOCIAL SECURITY NUMBER 165-64-5046		11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK		12. MARITAL STATUS/SHIP* at Time of Death UNKNOWN		7. DATE OF DEATH mm/dd/yyyy 05/16/2014		8. HOUR (24 Hour) 0954 FND
13. EDUCATION - Highest Level/degree HS GRADUATE		14/15. WAS DECEASED HISPANIC/LATINO/A/SPANISH? If yes, see worksheet on back <input type="checkbox"/> YES		16. DECEASED'S RACE - Up to 3 races may be listed (see worksheet on back) <input checked="" type="checkbox"/> NO CAUCASIAN						
17. USUAL OCCUPATION - Type of work for most of time. DO NOT USE RETIRED GUARD		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) PRIVATE SECURITY							19. YEARS IN OCCUPATION 10	
20. DECEASED'S RESIDENCE (Street and number, or location) 529 BELL LANE										
21. CITY QUINCY		22. COUNTY/PROVINCE PLUMAS		23. ZIP CODE 95971		24. YEARS IN COUNTY 19	25. STATE/FOREIGN COUNTRY CA			
26. INFORMANT'S NAME, RELATIONSHIP ELLIOTT SMART, CONSERVATOR				27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip) P.O. BOX 4160, QUINCY, CA 95971						
28. NAME OF SURVIVING SPOUSE/SHIP - FIRST WILLIAM		29. MIDDLE HENRY		30. LAST ROOT					34. BIRTH STATE NY	
31. NAME OF FATHER/PARENT - FIRST LORRAINE		32. MIDDLE FRANCES		33. LAST RUSCELLI					36. BIRTH STATE NY	
35. NAME OF MOTHER/PARENT - FIRST										
39. DISPOSITION DATE mm/dd/yyyy 06/05/2014		40. PLACE OF FINAL DISPOSITION MOTHER'S RESIDENCE: LORRAINE F. RUSCELLI 73561 STATE HIGHWAY 70 SPACE 22, PORTOLA, CA 96122							43. LICENSE NUMBER	
41. TYPE OF DISPOSITIONS CR/RES		42. SIGNATURE OF EMBALMER <input checked="" type="checkbox"/> NOT EMBALMED							47. DATE mm/dd/yyyy 06/03/2014	
44. NAME OF FUNERAL ESTABLISHMENT FEHRMAN MORTUARY-QUINCY		45. LICENSE NUMBER FD 306		46. SIGNATURE OF LOCAL REGISTRAR MARK SATTERFIELD, MD						
101. PLACE OF DEATH QUINCY JUNCTION ROAD		102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> P <input type="checkbox"/> ER/OP <input type="checkbox"/> DCA		103. IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> Hospital <input type="checkbox"/> Nursing <input type="checkbox"/> Home/LTC <input type="checkbox"/> Deceased's Home <input checked="" type="checkbox"/> Other						
104. COUNTY PLUMAS		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) N39°57'03.6"XW120°55'23"		106. CITY QUINCY						
107. CAUSE OF DEATH IMMEDIATE CAUSE [If not disease or condition resulting in death] PENDING TOXICOLOGY		107. Enter the chain of events - diseases, injuries, or complications - that directly caused death. DO NOT enter the cause of death as a direct result, especially arrest, or vascular formation without showing the history. DO NOT ALTERNATE.		108. DATE REPORTED TO CORONER 14-03969						
SEQUENTIAL, list conditions if any, leading to death, starting on Line A. Enter UNDERLYING CAUSE disease or injury that initiated the events resulting in death LAST										
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107										
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? If yes, list type of operation and date)									115. IF FEMALE, PREGNANT IN LAST YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Deceased Admitted Death Deceased Last Seen Alive		115. SIGNATURE AND TITLE OF CERTIFIER STEVEN W PEAY		116. LICENSE NUMBER		117. DATE mm/dd/yyyy 14-03969				
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE mm/dd/yyyy mm/dd/yyyy				119. SIGNATURE AND TITLE OF CERTIFIER STEVEN W PEAY		120. LICENSE NUMBER			121. DATE mm/dd/yyyy 14-03969	
122. MANNER OF DEATH <input type="checkbox"/> Nature <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input checked="" type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)		125. LOCATION OF INJURY (Street and number, or location, and city, and zip)			126. SIGNATURE OF CORONER / DEPUTY CORONER STEVEN W PEAY	
127. DATE mm/dd/yyyy 05/22/2014				128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER STEVEN W PEAY, CHIEF DEPUTY CORONER						



This is a true and exact reproduction of the document officially registered and placed on file in the office of the Dallas County Clerk-Recorder.

DATE ISSUED: 06/17/2014

This copy is not valid unless prepared on an engraved border, displaying the date, seal and signature of the Clerk-Recorder.  
PRINTED IN U.S.A. 04/01

• PBRGCU (Rev) 03/1

**ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE**





## CLIENT MEDICATIONS

PAGE: 1

Client Name: ROOT, JASON F      3003336      Admitted      SAI: BURNWORTH, JAMES  
Print Date: 08/29/2014      Time 10: 27      INCLUDED: ALL MEDICATIONS

Start Date: 10/12/2013      End Date: 11/10/2013      Earliest Fill Date:      Est. N  
Recorded: 10/22/2013 Prescr/Order# 2184 - 2157      Type: Pre-Exist Med      Medication: Paxil  
Strength: 20 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

## Addtnl Instruct:

Prescribing Physician: Ellen McBride MD  
Staff: RING, BETHANY A  
Dispense Qty: 0      /Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 10/12/2013      End Date: 11/10/2013      Earliest Fill Date:      Est. N  
Recorded: 10/22/2013 Prescr/Order# 2185 - 2158      Type: Pre-Exist Med      Medication: Ambien  
Strength: 5 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

## Addtnl Instruct:

Prescribing Physician: Ellen McBride MD  
Staff: RING, BETHANY A  
Dispense Qty: 0      /Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 10/12/2013      End Date: 11/10/2013      Earliest Fill Date:      Est. N  
Recorded: 10/22/2013 Prescr/Order# 2187 - 2159      Type: Pre-Exist Med      Medication: ZyPREXA  
Strength: 10 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

## Addtnl Instruct:

Prescribing Physician: Ellen McBride MD  
Staff: RING, BETHANY A  
Dispense Qty: 0      /Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 10/12/2013      End Date: 11/10/2013      Earliest Fill Date:      Est. N  
Recorded: 10/22/2013 Prescr/Order# 2188 - 2160      Type: Pre-Exist Med      Medication: Depakote  
Strength: 500 mg  
Dose Form: delayed release tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 2 times a day

## Addtnl Instruct:

Prescribing Physician: Ellen McBride MD  
Staff: RING, BETHANY A  
Dispense Qty: 0      /Tablet(s)

Refills: 0

 Renewal     Discontinued

## CLIENT MEDICATIONS

PAGE: 2

Client Name: ROOT, JASON F      3003336      Admitted      SAI: BURNWORTH, JAMES  
 Print Date: 08/29/2014      Time 10: 27      INCLUDED: ALL MEDICATIONS

Start Date: 10/12/2013      End Date: 11/10/2013      Earliest Fill Date:      Est. N  
 Recorded: 10/22/2013 Prescr/Order# 2189 - 2161      Type: Pre-Exist Med      Medication: Ativan  
 Strength: 1 mg  
 Dose Form: tablet  
 Route: oral  
 Sig: Take 1 tablet(s) by mouth 2 times a day as needed

Addtnl Instruct:

Prescribing Physician: Ellen McBride MD  
 Staff: RING, BETHANY A  
 Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 11/01/2013      End Date: 11/30/2013      Earliest Fill Date:      Est. N  
 Recorded: 11/04/2013 Prescr/Order# 2212 - 2182      Type: Pre-Exist Med      Medication: PARoxetine (Paxil)  
 Strength: 30 mg  
 Dose Form: tablet  
 Route: oral  
 Sig: Take 1 tablet(s) by mouth qd

Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
 Staff: RING, BETHANY A  
 Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 11/04/2013      End Date: 12/03/2013      Earliest Fill Date:      Est. N  
 Recorded: 11/04/2013 Prescr/Order# 2213 - 2183      Type: Pre-Exist Med      Medication: zolpidem  
 Strength: 5 mg  
 Dose Form: tablet  
 Route: oral  
 Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
 Staff: RING, BETHANY A  
 Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 11/04/2013      End Date: 12/03/2013      Earliest Fill Date:      Est. N  
 Recorded: 11/04/2013 Prescr/Order# 2214 - 2184      Type: Pre-Exist Med      Medication: OLANZapine (Zyprexa)  
 Strength: 10 mg  
 Dose Form: tablet  
 Route: oral  
 Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
 Staff: RING, BETHANY A  
 Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal     Discontinued

## CLIENT MEDICATIONS

PAGE: 3

Client Name: ROOT, JASON F      3003336      Admitted      SAI: BURNWORTH, JAMES  
 Print Date: 08/29/2014      Time 10: 27      INCLUDED: ALL MEDICATIONS

Start Date: 11/04/2013      End Date: 12/03/2013      Earliest Fill Date:      Est. N  
 Recorded: 11/04/2013 Prescr/Order# 2215 - 2185      Type: Pre-Exist Med      Medication: Depakote  
 Strength: 500 mg  
 Dose Form: delayed release tablet  
 Route: oral  
 Sig: Take 1 tablet(s) by mouth 2 times a day

Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
 Staff: RING, BETHANY A  
 Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 11/04/2013      End Date: 12/03/2013      Earliest Fill Date:      Est. N  
 Recorded: 11/04/2013 Prescr/Order# 2216 - 2186      Type: Pre-Exist Med      Medication: LORazepam  
 Strength: 1 mg  
 Dose Form: tablet  
 Route: oral  
 Sig: Take 1 tablet(s) by mouth 2 times a day as needed anxiety

Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
 Staff: RING, BETHANY A  
 Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 12/04/2013      End Date: 01/02/2014      Earliest Fill Date:      Est. N  
 Recorded: 12/04/2013 Prescr/Order# 2376 - 2342      Type: Pre-Exist Med      Medication: PARoxetine *pax 1*  
 Strength: 30 mg  
 Dose Form: tablet  
 Route: oral  
 Sig: Take 1 tablet(s) by mouth every night at bedtime

Addtnl Instruct:

Prescribing Physician: Benton Kinney, PA-C  
 Staff: DANIELS, JOHANNE  
 Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 12/09/2013      End Date: 02/06/2014      Earliest Fill Date:      Est. N  
 Recorded: 12/09/2013 Prescr/Order# 2390 - 2356      Type: Pre-Exist Med      Medication: OLANZapine *Cypraxa*  
 Strength: 10 mg  
 Dose Form: tablet  
 Route: oral  
 Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
 Staff: RING, BETHANY A  
 Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal     Discontinued

## CLIENT MEDICATIONS

PAGE: 4

Client Name: ROOT, JASON F      3003336      Admitted      SAI: BURNWORTH, JAMES  
Print Date: 08/29/2014      Time 10:27      INCLUDED: ALL MEDICATIONS

Start Date: 12/09/2013      End Date: 02/06/2014      Earliest Fill Date:      Est. N  
Recorded: 12/09/2013 Prescr/Order# 2391 - 2357      Type: Pre-Exist Med      Medication: Depakote  
Strength: 500 mg  
Dose Form: delayed release tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 2 times a day

Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
Staff: RING, BETHANY A  
Dispense Qty: 0 / Tablet(s)

Refills: 0

Renewal     Discontinued

Start Date: 12/09/2013      End Date: 02/06/2014      Earliest Fill Date:      Est. N  
Recorded: 12/09/2013 Prescr/Order# 2392 - 2358      Type: Pre-Exist Med      Medication: zolpidem  
Strength: 10 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
Staff: RING, BETHANY A  
Dispense Qty: 0 / Tablet(s)

Refills: 0

Renewal     Discontinued

Start Date: 12/30/2013      End Date: 02/27/2014      Earliest Fill Date:      Est. N  
Recorded: 12/30/2013 Prescr/Order# 2569 - 2528      Type: Pre-Exist Med      Medication: LORazepam  
Strength: 1 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 2 times a day as needed

Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
Staff: RING, BETHANY A  
Dispense Qty: 0 / Tablet(s)

Refills: 0

Renewal     Discontinued

Start Date: 02/03/2014      End Date: 03/17/2014      Earliest Fill Date:      Est. N  
Recorded: 02/04/2014 Prescr/Order# 2795 - 2750      Type: Pre-Exist Med      Medication: OLANZapine  
Strength: 10 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
Staff: RING, BETHANY A  
Dispense Qty: 0 / Tablet(s)

Refills: 0

Renewal     Discontinued

## CLIENT MEDICATIONS

PAGE: 5

Client Name: ROOT, JASON F      3003336      Admitted      SAI: BURNWORTH, JAMES  
Print Date: 08/29/2014      Time 10:27      INCLUDED: ALL MEDICATIONS

Start Date: 02/03/2014      End Date: 05/03/2014      Earliest Fill Date:      Est. N  
Recorded: 02/04/2014 Prescr/Order# 2796 - 2751      Type: Pre-Exist Med      Medication: divalproex sodium  
Strength: 500 mg  
Dose Form: delayed release tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 2 times a day

## Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
Staff: RING, BETHANY A  
Dispense Qty: 0      / Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 02/11/2014      End Date: 05/11/2014      Earliest Fill Date:      Est. N  
Recorded: 02/11/2014 Prescr/Order# 2870 - 2822      Type: Pre-Exist Med      Medication: zolpidem  
Strength: 5 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

## Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
Staff: RING, BETHANY A  
Dispense Qty: 0      / Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 02/28/2014      End Date: 03/17/2014      Earliest Fill Date:      Est. N  
Recorded: 03/03/2014 Prescr/Order# 3006 - 2950      Type: Pre-Exist Med      Medication: OLANZapine  
Strength: 5 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

## Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
Staff: RING, BETHANY A  
Dispense Qty: 0      / Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 02/28/2014      End Date: 03/17/2014      Earliest Fill Date:      Est. N  
Recorded: 03/03/2014 Prescr/Order# 3007 - 2951      Type: Pre-Exist Med      Medication: Latuda  
Strength: 80 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 1 time a day

## Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
Staff: RING, BETHANY A  
Dispense Qty: 0      / Tablet(s)

Refills: 0

 Renewal     Discontinued

## CLIENT MEDICATIONS

PAGE: 6

Client Name: ROOT, JASON F      3003336      Admitted      SAI: BURNWORTH, JAMES  
Print Date: 08/29/2014      Time: 10:27      INCLUDED: ALL MEDICATIONS

Start Date: 03/03/2014      End Date: 04/01/2014      Earliest Fill Date:      Est. N  
Recorded: 03/14/2014 Prescr/Order# 3148 - 3082      Type: Pre-Exist Med      Medication: LORazepam  
Strength: 1 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 2 times a day

## Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
Staff: RING, BETHANY A  
Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 03/17/2014      End Date: 03/24/2014      Earliest Fill Date:      Est. N  
Recorded: 03/17/2014 Prescr/Order# 3187 - 3107      Type: Pre-Exist Med      Medication: OLANZapine  
Strength: 5 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

## Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
Staff: RING, BETHANY A  
Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 03/17/2014      End Date: 03/31/2014      Earliest Fill Date:      Est. N  
Recorded: 03/17/2014 Prescr/Order# 3188 - 3108      Type: Pre-Exist Med      Medication: Latuda  
Strength: 120 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

## Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
Staff: RING, BETHANY A  
Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal     Discontinued

Start Date: 03/21/2014      End Date: 04/19/2014      Earliest Fill Date:      Est. N  
Recorded: 03/24/2014 Prescr/Order# 3248 - 3163      Type: Pre-Exist Med      Medication: OLANZapine  
Strength: 2.5 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

## Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C  
Staff: RING, BETHANY A  
Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal     Discontinued

## CLIENT MEDICATIONS

PAGE: 7

Client Name: ROOT, JASON F

Print Date: 08/29/2014

Time 10: 27

3003336 Admitted SAI: BURNWORTH, JAMES

INCLUDED: ALL MEDICATIONS

Start Date: 03/31/2014 End Date: 04/29/2014 Earliest Fill Date: Est. N  
Recorded: 03/31/2014 Prescr/Order# 3291 - 3199 Type: Pre-Exist Med Medication: Latuda  
Strength: 80 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

## Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C

Staff: RING, BETHANY A

Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal  Discontinued

Start Date: 03/31/2014 End Date: 06/28/2014 Earliest Fill Date: Est. N  
Recorded: 04/10/2014 Prescr/Order# 3383 - 3270 Type: Pre-Exist Med Medication: LORazepam  
Strength: 1 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 2 times a day as needed

## Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C

Staff: RING, BETHANY A

Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal  Discontinued

Start Date: 04/14/2014 End Date: 05/13/2014 Earliest Fill Date: Est. N  
Recorded: 04/14/2014 Prescr/Order# 3391 - 3278 Type: Pre-Exist Med Medication: OLANZapine  
Strength: 2.5 mg  
Dose Form: tablet  
Route: oral  
Sig: Take 1 tablet(s) by mouth 1 time a day at bedtime

## Addtnl Instruct:

Prescribing Physician: Benton Kinney PA-C

Staff: RING, BETHANY A

Dispense Qty: 0 / Tablet(s)

Refills: 0

 Renewal  Discontinued

# Case Information

## ME Case #: 14-1314 PLU

ME Case Type: OA (Autopsy)

Reported By: Andrea Murana (530-283-6375)

Reporting Agency: PLUMAS COUNTY SHERIFFS OFFICE



Investigator: Sarah R Turner

Date Reported: 05/17/2014 16:05

Date Inv Departed: PLUMAS COUNTY

Date Inv On Site: SHERIFF'S OFFICE

Date Returned: AUG 19 2014

### CONTROLLED DOCUMENT

#### Record Of Death

Last Name: Root

First: Jason

Middle: Earlon

ALIAS:

Sex: Male      Race: Caucasian

Birth Date: 4/10/1979

Age: 35 Years

Birth Place: Kona, Ha

Marital Status: Unknown

SSN: 165-64-5046

Religion:

Citizenship:

Occupation:

Type of Business:

Weight: 206 lbs      Height: 68 in

Retired  Unemployed  Veteran:  On the Job:  Clad:  Surviving Spouse:

Father's Name:

Mother's Maiden Name:

#### Locations

##### Location Type

##### Address

##### Date / Time

Injury/Illness      Quincy Junction Road N39 57.036xW120 55.237 Quincy CA 959 05/16/2014 9:37

Residence      527 Bell Lane Quincy CA 95971

Place of Death      Quincy Junction Road N39 57.036xW120 55.237 Quincy CA 959 05/16/2014 9:54

#### Physician Information

#### Mortuary

Mortuary Preference: UNKNOWN AT THIS TIME

Requested By:

Mortuary Contacted By: Chelsey Wise

Date Contacted: 05/19/2014 10:42

#### Notifications

Next of Kin: Lorraine Frances Ruscelli

Relationship: Mother

Address: 73561 Highway 70 #22 Portola, CA 96122

Phone: 530-386-3587

Next of Kin Notified By: Deputy Murana

Date Notified: 05/16/2014 14:00

#### Identification

Identified By: Law Enforcement

Identifier: FBI (Other)

Identification Method: Fingerprints

ID Date: 05/19/2014 10:34      Identifier Phone: 304-625-5587

#### Examination

Type of Exam: Autopsy

Exam By: Piotr Kubiczek, M.D.

Exam Date: 5/19/2014

Manner of Death: REFERRED TO PLU DC Signed By: Plumas County S.O.

DC Signed Date:

Cause of Death: REFERRED TO PLU DC Signed By: Plumas County S.O.

Other Diagnosis:

#### Agency Information

Agency: PLU

Case #: 2014-003969

Jurisdiction: OUTSIDE NEVADA AGENC

#### Referrals

Public Administration: No

Child Protective Services: No

Social Services: No

Washoe County Medical Examiner  
10 Kirman Ave.  
Reno, NV 89250  
(775) 785-6114



## REPORT OF INVESTIGATION

ME Case #: 14-1314 PLU

Decedent Name: Root, Jason Earlton

Date of Birth: 4/10/1979

Also Known As:

Age: 35 Years

Location of Death: Quincy Junction Road N39 57.036xW120 55.23

SSN: 165-64-5046

Date of Death: Friday, May 16, 2014

Time of Death: 9:54:00 AM

### Reason For Jurisdiction

Plumas County Sheriff's Office; 35 year old male; Unattended death/Decompositional changes.

### Circumstances of Death

On 5/17/2014 at 1605 hours, Deputy Andrea Murana from the Plumas County Sheriff's Office contacted the Washoe County Medical Examiner's Office (WCMEO) to report the death of this 35 year old male who was found dead underneath a bridge. The decedent was reported missing from the Sierra House (mental health housing) on 4/21/2014. A friend of the decedent's, and Sierra House employee, stated that on the day that the decedent went missing, numerous medications from the Sierra House also went missing. The decedent had stated that he was extremely frustrated with Plumas County Mental Health because he was unable to get out of the system.

The Plumas County Sheriff's Office is requesting an autopsy with toxicology for this case. No personnel from their office will be attending the examination.

All of the required paperwork was received, however, Deputy Murana stated that she is unable to send photographs until 5/19/2014.

Positive identification is pending at this time.

Fehrman's Mortuary will be transporting the decedent to the WCMEO on 5/18/2014.

### Medical History

MEDICAL CONDITIONS: Mental illness.

CURRENT MEDICATIONS: All medications were controlled by Sierra House staff. Medications that went missing were; Ativan, Norco, Klonopin, and Baclofen.

### Scene

See OA

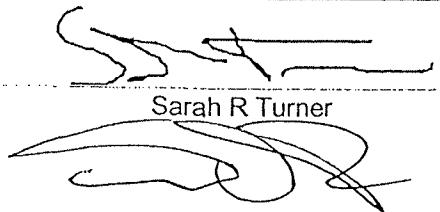
### Body

See OA

PLUMAS COUNTY  
SHERIFF'S OFFICE

AUG 19 2014

CONTROLLED DOCUMENT  
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Sarah R Turner

7/23/14

Date

PLUMAS COUNTY  
SHERIFF'S OFFICE

AUG 19 2014

CONTROLLED DOCUMENT  
COPY

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per 1808.45 V.C.

# AUTOPSY PROTOCOL

ROOT, Jason

14-1314A-PLU

PLUMAS COUNTY  
SHERIFF'S OFFICE

DATE OF DEATH: 5/16/2014 9:54 AM AUG 19 2014

DATE OF AUTOPSY: 5/19/2014 8:55 AM CONTROLLED DOCUMENT

CONSENT GRANTED BY: Plumas County Sheriff's Office COPY

AUTOPSY PERFORMED AT: Washoe County Medical Examiner's Office

INVESTIGATOR: Sarah R Turner

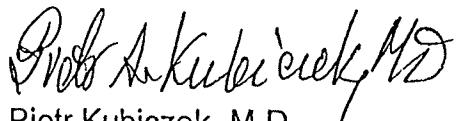
PATHOLOGIST: Piotr Kubiczek, M.D.

## FINAL PATHOLOGICAL DIAGNOSES

- I. Multiple drug intoxication.
  - A. Toxicology (see separate report): peripheral blood is positive for a high concentration of hydrocodone, acetaminophen, lorazepam, ethanol (0.072 grams per 100 ml), caffeine, cotinine, nicotine, olanzapine, 7-amino clonazepam, dihydrocodeine/hydrocodol, hydromorphone, paroxetine, and zolpidem.
  - B. Severe congestion and edema of lungs.
- II. Mild to moderate decomposition changes.

## OPINION

It is my opinion that the death of Jason Root is due to multiple drug (hydrocodone, acetaminophen, lorazepam) intoxication.

  
Piotr Kubiczek, M.D.  
Medical Examiner

  
Date Signed

  
V.C.

# AUTOPSY PROTOCOL

ROOT, Jason

PLUMAS COUNTY  
SHERIFF'S OFFICE  
14-1314A-PLU  
AUG 19 2014

CONTROLLED DOCUMENT

## EXTERNAL EXAMINATION

COPY

**AUTOPSY:** The postmortem examination of the body of an adult male, identified as Jason Root is performed at the Washoe County Medical Examiner/Coroner Office on May 19, 2014. The examination is conducted by Piotr Kubiczek, M.D., Medical Examiner, and is begun at 8:55 AM

**IDENTIFICATION TAGS:** There is a WCME identification tag provided separately and inscribed with the case number 14-1314PLU, Jason Root; date of death May 16, 2014; time of death is 09:54 hours.

**GENERAL DESCRIPTION:** The body is that of well-developed, well-nourished, adult male, weight 206 pounds, height 68 inches with an appearance compatible with the stated age of 35 years. The refrigerated body is cold. Rigor mortis is absent. Livor mortis extends over the posterior surfaces of the body, except in areas exposed to pressure. There are mild to moderate decomposition changes. They include green/purple discoloration of the skin, skin blistering and slippage, drying of the head, hands and feet. There is moderate to severe insect activity.

The scalp hair is brown. The skull, nose and facial bones are intact by palpation. The color of irides cannot be determined due to decomposition changes. The sclerae and conjunctivae cannot be evaluated due to decomposition changes. The ears and nose are well developed. The teeth are natural and in good repair. The neck is well developed and symmetrical with a midline trachea.

The chest is well developed and symmetrical. The abdomen is protuberant. The genitalia are those of a normal adult male with bilaterally descended testes.

The extremities are well developed and symmetrical, with no evidence of clubbing. There is no peripheral edema. The anus and back are within normal limits.

**IDENTIFYING MARKS:**

There are no evident identifying marks.

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per 1808.45 V.C.*

**EVIDENCE OF MEDICAL INTERVENTION:**

There is no evidence of medical intervention.

**EVIDENCE OF INJURY:**

There is no evidence of injury within limitations of this examination.

**INTERNAL EXAMINATION:** The body is opened in the usual manner with a Y-shaped incision revealing a normal arrangement of internal organs. There are no adhesions or abnormal accumulations of fluid are in any of the body cavities.

## AUTOPSY PROTOCOL

AUG 19 2014

ROOT, Jason

CONTROL #1314APL/1EN  
COPY

**CARDIOVASCULAR SYSTEM:** The pericardial surfaces of the 350 gram heart are smooth, glistening and within normal limits. The coronary arteries arise normally and follow the usual distribution of a right dominant pattern with no significant atherosclerotic stenosis. The chambers and valves bear the usual size and position relationship and are unremarkable. The right ventricular wall is 1.4 cm and the left is 0.3 cm in thickness. The myocardium is dark red-brown, firm and unremarkable; the atrial and ventricular septa are intact. The aorta and its major branches arise normally and follow the usual course with no significant atherosclerosis. The vena cava and its major tributaries return to the heart in the usual distribution and are within normal limits.

**RESPIRATORY SYSTEM:** The right lung is 400 grams and the left lung is 390 grams. The upper and lower airways are patent and the mucosal surfaces are smooth, yellow-tan and unremarkable. The pleural surfaces are smooth, glistening and unremarkable. The pulmonary parenchyma is dark red-purple and exudes slight to moderate amounts of blood and frothy fluid. The pulmonary arteries are normally developed and patent.

**DIGESTIVE/HEPATOBILIARY SYSTEM:** The esophagus is lined by gray-white smooth mucosa. The gastric mucosa is arranged in the usual rugal folds and the lumen contains about 300 ml of thick gray chunky fluid. The small and large intestines are unremarkable. The mesentery and omentum appear normal and the vessels are patent. The colon contains formed stool. The pancreas has a normal gray white lobulated appearance, and the ducts are clear. The liver is 1,240 grams. The hepatic capsule is smooth, glistening and intact, covering red-brown parenchyma. The gallbladder contains viscous bile. The extrahepatic biliary tree is patent.

**ENDOCRINE SYSTEM:** The pituitary, thyroid, and adrenal glands are unremarkable. Distinct parathyroid glands are not seen.

**GENITOURINARY SYSTEM:** The right kidney is 130 grams and the left kidney is 150 grams. The renal capsules are smooth, thin, semitransparent, and strip with ease from the underlying smooth, red-brown, firm cortical surfaces. The cortices are sharply delineated from the medullary pyramids. The ~~kidneys~~ <sup>kidneys</sup> and ureters are unremarkable. The urinary bladder contains about 70 ml urine; the mucosa is gray-tan and smooth.

The testes are not examined. The prostate is well developed.

**HEMATOPOIETIC SYSTEM:** The thymus is dispersed in anterior mediastinal fat. The 290 gram spleen has a smooth, intact capsule covering red-purple moderately firm parenchyma. The regional lymph nodes appear normal. The bone marrow is red-purple and homogeneous, without evidence of focal abnormality.

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Per 1800-45 V.C.*

## Reference Comments:

## CONTROLLED DOCUMENT

## 8. Hydromorphone - Free (Dilaudid®; Hydrocodone Metabolite) - Peripheral Blood:

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Hydromorphone is a Schedule II semi-synthetic narcotic opioid. It is also a metabolite of morphine. Hydromorphone is a strong analgesic for the relief of moderate to severe pain. Its addiction liability is at least that of morphine. This compound should be administered in the smallest effective dose possible. The normal adult oral dosage is 2 mg every 4 to 6 hours. For severe pain, the dosage may be increased to 4 mg every 4 to 6 hours.

After a single 8 mg oral dose, reported average peak plasma concentrations were 3 ng/mL at 0.8 hours.

Hydromorphone shares the same toxic effects as other opioids, e.g., constipation, nausea, drowsiness, respiratory depression, coma and death. Reported postmortem blood levels in fatalities involving hydromorphone range from 20 - 1200 ng/mL.

## 9. Lorazepam (Ativan®) - Peripheral Blood:

Lorazepam is a DEA Schedule IV benzodiazepine used in the treatment of anxiety and for short-term relief of anxiety associated with depressive symptoms. It shares the actions and adverse reactions of other CNS-depressants. This compound does have abuse potential and should be used cautiously with other CNS-depressants.

Lorazepam can be administered by oral, IV and IM routes; daily divided oral doses of up to 10 mg are generally prescribed for anxiety. Following a single oral dose of 2 mg, lorazepam concentrations in plasma averaged 20 ng/mL, declining to 10 ng/mL by 12 hours. Chronic oral administration of 10 mg dose resulted in an average steady-state plasma lorazepam level of 200 ng/mL (range, 140 - 240 ng/mL). In blood, the maximum therapeutic effect with lorazepam is reported to be within the range of 30 - 50 ng/mL.

Fatalities with lorazepam are relatively rare and generally have postmortem blood concentrations exceeding 300 ng/mL; however, such concentrations are not necessarily fatal.

## 10. Nicotine - Peripheral Blood:

Nicotine is a potent alkaloid found in tobacco leaves at about 2 - 8% by weight. It is also reportedly found in various fruits, vegetables and tubers, e.g., tomatoes and potatoes, but at a smaller per weight fraction. As a natural constituent of tobacco, nicotine is found in all commonly used smoking or chewing tobacco products. It is also in smoking cessation products. Nicotine has been used as a pesticide, although not as widely since the advent of more effective agents.

Nicotine is extensively metabolized; the primary reported metabolite is the oxidative product cotinine. Many factors influence the levels found in an individual, including: frequency of use; amount of nicotine exposed to; route of administration; etc.

Toxic effects of nicotine overdose include nausea, vomiting, dizziness, sweating, miosis, EEG and ECG changes, tachycardia, hypertension, respiratory failure, seizures and death. Death from nicotine exposure usually results from either a block of neuromuscular transmission in respiratory muscles or from seizures.

Anabasine is a natural product occurring in tobacco, but not in pharmaceutical nicotine. A separate test for anabasine in urine can be used to distinguish tobacco from pharmaceutical nicotine use.

The reported qualitative result for this substance was based upon a single analysis only. If confirmation testing is required please contact the laboratory.

## 11. Olanzapine (Zyprexa®) - Peripheral Blood:

Olanzapine is a drug used in the treatment of psychotic disorders (schizophrenia and bipolar mania). It is administered orally (5 to 20 mg daily) or by intramuscular injection (2.5 to 10 mg) for the relief of symptoms. Plasma concentrations required for effective treatment of psychotic episodes have not been established, however though plasma concentrations in patients receiving 10, 15 or 20 mg of olanzapine daily chronically were reported to be approximately 14, 21 and 26 ng/mL respectively.

The following side effects have been reported following use of this compound; disturbances of body temperature, cardiovascular complications, altered mental status and tardive dyskinesia (uncontrolled movements of extremities). In 3 reported fatalities involving acute overdoses of the drug, postmortem blood concentrations ranged from 1000 - 4900 ng/mL.

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