

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF APRIL 2, 2019 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

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

#### **A) SOCIAL SERVICES**

- 1) Approve and authorize the Chair to sign Joint Powers Agreement between County of Plumas and CalSAWS Consortium for Migration of C-IV Counties; and approve and authorize the Director of Social Services to sign Memorandum of Understanding which provides the terms and conditions under which Plumas County will join the CalSAWS Consortium; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign contract, not to exceed \$100,000, between County of Plumas and Plumas Crisis Intervention and Resource Center for housing support for homeless CalWORKs recipients; approved as to form by County Counsel [View Item](#)

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

Approve Board minutes for March 2019

#### **C) FACILITY SERVICES**

- 1) Approve and authorize the Chair to sign FY 2019-2020 contract, not to exceed \$22,000, between County of Plumas and Smith Power Productions for generator inspection/maintenance/repair; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign amendment to contract, to increase amount not to exceed \$15,000, between County of Plumas and Durkin Construction, Inc. for snow removal services; approved as to form by County Counsel [View Item](#)

**D) BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign First Amendment to agreement, not to exceed \$220,000, between County of Plumas and Crestwood Behavioral Health to cover larger demand for mental health wellness and recovery services; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign agreement between County of Plumas and Relias, LLC to provide required on-line courses and trainings for Behavioral Health staff; approved as to form by County Counsel [View Item](#)
- 3) Adopt **RESOLUTION** to accept Agreement Number 17-94101 A01 for the State of California Department of Health Care Services Mental Health Services Division [View Item](#)
- 4) Adopt **RESOLUTION** to amend the FY 2018-2019 Position Allocation for Behavioral Health Department 70570, 70575 (Behavioral Health Therapist I/II or Senior (70570); Behavioral Health Therapist I/II or Senior (70575); Office Supervisor (70570) [View Item](#)

**E) SHERIFF**

- 1) Approve and authorize the Chair to sign contract, not to exceed \$25,000, between County of Plumas and Little Norway Marine Service to provide service to Sheriff's boats; approved as to form by County Counsel [View Item](#)
- 2) Adopt **RESOLUTION** authorizing the Sheriff to sign 2019-2020 Boating Safety and Enforcement Financial Aid Program contract, allowing the Sheriff's Office to participate in the Department of Boating & Waterways Financial Aid Program; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign annual amendment, not to exceed \$5,000, to the Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Lassen National Forest; approved as to form by County Counsel. [View Item](#)

**F) COUNTY COUNSEL**

Adopt **RESOLUTION** readopting the Conflict of Interest Code for Plumas County [View Item](#)

**G) PUBLIC HEALTH AGENCY**

Authorize Public Health to recruit and fill vacant, funded and allocated 1.0 FTE Administration Assistant I/II, Fiscal Technical Services Assistant I/II/III, or Office Assistant I/II/II [View Item](#)

**H) PUBLIC WORKS**

Authorize Public Works to waive formal competitive bidding for the purchase of two (2) used Aerial Lift Trucks, not to exceed \$96,000 (approved in the budget for FY 2018-2019) [View Item](#)

**I) ENGINEERING**

Authorize the Engineering Department to recruit and fill funded and allocated 2.0 FTE Engineering Technician II positions, created by promotion and retirement [View Item](#)

**J) AGRICULTURE/WEIGHTS & MEASURES**

Approve and authorize the Chair to sign FY 2019-2020 contract, not to exceed \$74,032, between County of Plumas and USDA Wildlife Services for protection of livestock and property within Plumas and Sierra counties; approved as to form by County Counsel [View Item](#)

## 2. **DEPARTMENTAL MATTERS**

### A) **SOCIAL SERVICES** – Neal Caiazzo

Adopt **PROCLAMATION** Proclaiming April 2019 as Child Abuse Prevention Month in Plumas County; discussion and possible action [View Item](#)

### B) **PUBLIC HEALTH AGENCY** – Andrew Woodruff

- 1) Approve supplemental budget of \$14,500 for receipt of unanticipated revenue in Budget Unit 70566 Line Item Bioterrorism Equipment (524771) from the California Department of Public Health (CDPH) Emergency Preparedness Office (EPO) for the Public Health Emergency Preparedness Program; **four/fifths required roll call vote** [View Item](#)
- 2) **Veterans Services:** Adopt **RESOLUTION** to Amend the FY 2018-2019 County Personnel Allocation in Budget Unit 20640 (Veteran's Services) to include a .70 FTE Veterans Service Representative I/II position and authorize Public Health to recruit and fill the position. **Roll call vote** [View Item](#)

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

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

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

#### **FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

- 1) Approve and authorize the Chair to sign contract for Legal Services among Central Delta Water Agency, Contra Costa County Water Agency, Plumas County Flood Control and Water Conservation District and the Counties of Contra Costa, San Joaquin, Solano, Yolo, Butte, and Plumas and the Freeman Firm; discussion and possible action
- 2) Approve and authorize the Chair to sign contract for Legal Services among Central Delta Water Agency, Contra Costa County Water Agency, Plumas County Flood Control and Water Conservation District and the Counties of Contra Costa, San Joaquin, Solano, Yolo, Butte, and Plumas and the Law Office of Roger B. Moore; discussion and possible action
- 3) Approve and authorize the Chair to sign Joint Defense and Fee Allocation Agreement (California Department of Water Resources v. All Persons Interested in the Matter, etc.), Sacramento County Superior Court Case No. 34-2018-00246183; discussion and possible action

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

### C) **COUNTY COUNSEL** – Craig Settlemire [View Item](#)

- 1) Approve and authorize the Chair to sign contract for Legal Services among Central Delta Water Agency, Contra Costa County Water Agency, Plumas County Flood Control and Water Conservation District and the Counties of Contra Costa, San Joaquin, Solano, Yolo, Butte, and Plumas and the Freeman Firm; discussion and possible action
- 2) Approve and authorize the Chair to sign contract for Legal Services among Central Delta Water Agency, Contra Costa County Water Agency, Plumas County Flood Control and Water Conservation District and the Counties of Contra Costa, San Joaquin, Solano, Yolo, Butte, and Plumas and the Law Office of Roger B. Moore; discussion and possible action
- 3) Approve and authorize the Chair to sign Joint Defense and Fee Allocation Agreement (California Department of Water Resources v. All Persons Interested in the Matter, etc.), Sacramento County Superior Court Case No. 34-2018-00246183; discussion and possible action

D) **PUBLIC WORKS** – Robert Perreault

Introduce and waive first reading of an **ORDINANCE**, Amending Sections of Chapter 6 of Title 5 of the Plumas County Code, pertaining to Outdoor Festivals, transferring responsibility of the festival application process from Public Works to the Plumas County Fair. **Roll call vote** [View Item](#)

**3. BOARD OF SUPERVISORS**

- A. **10:15 A.M. PUBLIC HEARING:** Pursuant to Ordinance No. 16-1100 regarding “Outdoor Festivals”, consider application received for outdoor music festival(s) events to be held in Belden Town, CA:
  - **Emissions Music Festival – May 24<sup>th</sup> through May 26<sup>th</sup>, 2019** [View Item](#)
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. Appointments [View Item](#)

**FIRST 5 PLUMAS**

Appoint Pamela Becwar to the First 5 Plumas County Children and Families Commission, as recommended

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

**4. PLANNING** – Randy Wilson

**PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** Implementing a Permanent Ban on the Cultivation of Cannabis (marijuana) Consistent with Board of Supervisors Temporary Moratorium Ordinance No. 17-1107 by Amending Certain Sections of Title 9 (Planning and Zoning) of the Plumas County Code. **Roll call vote** [View Item](#)

**5. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Claim Against the County filed by Brian Garrett on January 7, 2019 [View Item](#)
- B. Conference with Legal Counsel: Claim Against the County filed by Harry J. Rogers on February 5, 2019 [View Item](#)
- C. Conference with Legal Counsel: Claim Against the County filed by Lynne Loescher on February 27, 2019 [View Item](#)
- D. Conference with Legal Counsel: Pending litigation - County of Plumas v. AmerisourceBergen Drug Corp. et al., U.S. District Court, Eastern District of California, Case No: 2:18-at-699 (consolidated into In re: National Prescription Opiate Litigation, U.S. District Court, Northern District of Ohio, Case No. 1:17-MD-2804) pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (two cases)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- G. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, April 9, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California

*Adjourn Meeting  
In Memory of  
Hugh Koskinen  
1971 - 2019*



## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF APRIL 2, 2019 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## STANDING ORDERS

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

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

#### **A) SOCIAL SERVICES**

- 1) Approve and authorize the Chair to sign Joint Powers Agreement between County of Plumas and CalSAWS Consortium for Migration of C-IV Counties; and approve and authorize the Director of Social Services to sign Memorandum of Understanding which provides the terms and conditions under which Plumas County will join the CalSAWS Consortium; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract, not to exceed \$100,000, between County of Plumas and Plumas Crisis Intervention and Resource Center for housing support for homeless CalWORKs recipients; approved as to form by County Counsel

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

Approve Board minutes for March 2019

#### **C) FACILITY SERVICES**

- 1) Approve and authorize the Chair to sign FY 2019-2020 contract, not to exceed \$22,000, between County of Plumas and Smith Power Productions for generator inspection/maintenance/repair; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign amendment to contract, to increase amount not to exceed \$15,000, between County of Plumas and Durkin Construction, Inc. for snow removal services; approved as to form by County Counsel

**D) BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign First Amendment to agreement, not to exceed \$220,000, between County of Plumas and Crestwood Behavioral Health to cover larger demand for mental health wellness and recovery services; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign agreement between County of Plumas and Relias, LLC to provide required on-line courses and trainings for Behavioral Health staff; approved as to form by County Counsel
- 3) Adopt **RESOLUTION** to accept Agreement Number 17-94101 A01 for the State of California Department of Health Care Services Mental Health Services Division
- 4) Adopt **RESOLUTION** to amend the FY 2018-2019 Position Allocation for Behavioral Health Department 70570, 70575 (Behavioral Health Therapist I/II or Senior (70570); Behavioral Health Therapist I/II or Senior (70575); Office Supervisor (70570)

**E) SHERIFF**

- 1) Approve and authorize the Chair to sign contract, not to exceed \$25,000, between County of Plumas and Little Norway Marine Service to provide service to Sheriff's boats; approved as to form by County Counsel
- 2) Adopt **RESOLUTION** authorizing the Sheriff to sign 2019-2020 Boating Safety and Enforcement Financial Aid Program contract, allowing the Sheriff's Office to participate in the Department of Boating & Waterways Financial Aid Program; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign annual amendment, not to exceed \$5,000, to the Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Lassen National Forest; approved as to form by County Counsel

**F) COUNTY COUNSEL**

Adopt **RESOLUTION** readopting the Conflict of Interest Code for Plumas County

**G) PUBLIC HEALTH AGENCY**

Authorize Public Health to recruit and fill vacant, funded and allocated 1.0 FTE Administration Assistant I/II, Fiscal Technical Services Assistant I/II/III, or Office Assistant I/II/II

**H) PUBLIC WORKS**

Authorize Public Works to waive formal competitive bidding for the purchase of two (2) used Aerial Lift Trucks, not to exceed \$96,000 (approved in the budget for FY 2018-2019)

**I) ENGINEERING**

Authorize the Engineering Department to recruit and fill funded and allocated 2.0 FTE Engineering Technician II positions, created by promotion and retirement

**J) AGRICULTURE/WEIGHTS & MEASURES**

Approve and authorize the Chair to sign FY 2019-2020 contract, not to exceed \$74,032, between County of Plumas and USDA Wildlife Services for protection of livestock and property within Plumas and Sierra counties; approved as to form by County Counsel

## **2. DEPARTMENTAL MATTERS**

### **A) SOCIAL SERVICES – Neal Caiazzo**

Adopt **PROCLAMATION** Proclaiming April 2019 as Child Abuse Prevention Month in Plumas County; discussion and possible action

### **B) PUBLIC HEALTH AGENCY – Andrew Woodruff**

- 1) Approve supplemental budget of \$14,500 for receipt of unanticipated revenue in Budget Unit 70566 Line Item Bioterrorism Equipment (524771) from the California Department of Public Health (CDPH) Emergency Preparedness Office (EPO) for the Public Health Emergency Preparedness Program; **four/fifths required roll call vote**
- 2) Veterans Services: Adopt **RESOLUTION** to Amend the FY 2018-2019 County Personnel Allocation in Budget Unit 20640 (Veteran's Services) to include a .70 FTE Veterans Service Representative I/II position and authorize Public Health to recruit and fill the position. **Roll call vote**

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

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

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

#### **C) FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

- 1) Approve and authorize the Chair to sign contract for Legal Services among Central Delta Water Agency, Contra Costa County Water Agency, Plumas County Flood Control and Water Conservation District and the Counties of Contra Costa, San Joaquin, Solano, Yolo, Butte, and Plumas and the Freeman Firm; discussion and possible action
- 2) Approve and authorize the Chair to sign contract for Legal Services among Central Delta Water Agency, Contra Costa County Water Agency, Plumas County Flood Control and Water Conservation District and the Counties of Contra Costa, San Joaquin, Solano, Yolo, Butte, and Plumas and the Law Office of Roger B. Moore; discussion and possible action
- 3) Approve and authorize the Chair to sign Joint Defense and Fee Allocation Agreement (California Department of Water Resources v. All Persons Interested in the Matter, etc.), Sacramento County Superior Court Case No. 34-2018-00246183; discussion and possible action

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

#### **C) COUNTY COUNSEL – Craig Settemire**

- 1) Approve and authorize the Chair to sign contract for Legal Services among Central Delta Water Agency, Contra Costa County Water Agency, Plumas County Flood Control and Water Conservation District and the Counties of Contra Costa, San Joaquin, Solano, Yolo, Butte, and Plumas and the Freeman Firm; discussion and possible action
- 2) Approve and authorize the Chair to sign contract for Legal Services among Central Delta Water Agency, Contra Costa County Water Agency, Plumas County Flood Control and Water Conservation District and the Counties of Contra Costa, San Joaquin, Solano, Yolo, Butte, and Plumas and the Law Office of Roger B. Moore; discussion and possible action
- 3) Approve and authorize the Chair to sign Joint Defense and Fee Allocation Agreement (California Department of Water Resources v. All Persons Interested in the Matter, etc.), Sacramento County Superior Court Case No. 34-2018-00246183; discussion and possible action

D) **PUBLIC WORKS** – Robert Perreault

Introduce and waive first reading of an **ORDINANCE**, Amending Sections of Chapter 6 of Title 5 of the Plumas County Code, pertaining to Outdoor Festivals, transferring responsibility of the festival application process from Public Works to the Plumas County Fair. **Roll call vote**

**3. BOARD OF SUPERVISORS**

- A. **10:15 A.M. PUBLIC HEARING:** Pursuant to Ordinance No. 16-1100 regarding “Outdoor Festivals”, consider application received for outdoor music festival(s) events to be held in Belden Town, CA:
  - **Emissions Music Festival – May 24<sup>th</sup> through May 26<sup>th</sup>, 2019**
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. Appointments

**FIRST 5 PLUMAS**

Appoint Pamela Becwar to the First 5 Plumas County Children and Families Commission, as recommended

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

**4. PLANNING – Randy Wilson**

**PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** Implementing a Permanent Ban on the Cultivation of Cannabis (marijuana) Consistent with Board of Supervisors Temporary Moratorium Ordinance No. 17-1107 by Amending Certain Sections of Title 9 (Planning and Zoning) of the Plumas County Code. **Roll call vote**

**5. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Claim Against the County filed by Brian Garrett on January 7, 2019
- B. Conference with Legal Counsel: Claim Against the County filed by Harry J. Rogers on February 5, 2019
- C. Conference with Legal Counsel: Claim Against the County filed by Lynne Loescher on February 27, 2019
- D. Conference with Legal Counsel: Pending litigation - County of Plumas v. AmerisourceBergen Drug Corp. et al., U.S. District Court, Eastern District of California, Case No: 2:18-at-699 (consolidated into In re: National Prescription Opiate Litigation, U.S. District Court, Northern District of Ohio, Case No. 1:17-MD-2804) pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (two cases)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- G. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, April 9, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California

*Adjourn Meeting  
In Memory of  
Hugh Koskinen  
1971 - 2019*



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

**NEAL CAIAZZO**  
DIRECTOR

DATE: MARCH 13, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR APRIL 2, 2019, CONSENT AGENDA

RE: APPROVAL OF THE CALSAWS JOINT POWERS AGREEMENT FOR  
MIGRATION OF C-IV COUNTIES TO THE CALSAWS CONSORTIUM

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

1. Approve and authorize the Board Chair to sign three copies of the enclosed Joint Powers Agreement which provides for governance of the CalSAWS Consortium.
2. Approve the enclosed Memorandum of Understanding between Plumas County and the CalSAWS Consortium which provides the terms and conditions under which Plumas County will join the CalSAWS Consortium. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

## **Background and Discussion**

The Statewide Automated Welfare Systems (SAWS) are the case management systems that are currently managed and operated by two consortia representing the 58 counties of the State of California. The SAWS of California support the delivery of services to applicants and beneficiaries of the State of California's public assistance programs and other county programs. Such systems automate program enrollment, eligibility determination, benefits payroll, reporting, and other case management functionality.

The SAWS provide support for the administration of programs such as Medi-Cal, California Work Opportunity & Responsibility to Kids/Temporary Aid to Needy Families (CalWORKs/TANF), CalFresh/Supplemental Nutrition Assistance Program (SNAP), Cash Assistance Program for Immigrants (CAPI), Foster Care, Refugee Cash Assistance (RCA), Kinship Guardianship Assistance Program (KinGAP), California Food Assistance Program (CFAP), General Assistance/General Relief (GA/GR), Adoption Assistance, and other health and human services programs or subprograms.

Currently, there are three separate SAWS in California, managed by two separate consortia of counties.

For the State to continue to receive Federal Financial Participation (FFP) for the SAWS, and to comply with State and Federal technology architecture standards, the Centers for Medicare and Medicaid Services (CMS) and the United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) require that California implement a SAWS single system by the end of 2023. Further, the enacted Assembly Bill 16 (ABX 16) codified the migration of the 39 C-IV counties to a system jointly designed by the 39 counties and the County of Los Angeles under the LEADER Replacement System (LRS) contract, to result in a combined 40-county system and single consortium in California.

The CalACES Consortium, established in September 2017, supports 40 member counties in the administration of public assistance programs and services. CalACES is planning to migrate said C-IV counties onto the CalACES to form a single system for 40 counties as a first step towards a single statewide system in California followed by the transition of the 18 CalWIN counties, thus establishing a single statewide system which will provide uniform experiences for our customers, users and consumers.

In order to accomplish the transition to a single system by 2023, California requested and received funding to conduct a planning effort to determine the level of effort and cost to move to a single system by 2023. The planning effort began January 5, 2018. As part of that planning effort, the California counties formed a CalSAWS Leadership Team to finalize a formal Joint Powers Authority governance structure by June 2019. This Leadership Team, in conjunction with CWDA, CDSS, DHCS, and OSI, provided guidance, oversight and decision making to the CalACES and CalWIN Consortia Executive Directors throughout the planning effort preparation of the documents that will govern the 58-County CalSAWS Consortium JPA. Those documents included the **SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**, the **MEMORANDUM OF UNDERSTANDING BETWEEN THE CALSAWS CONSORTIUM AND each of the 58 COUNTIES**, and the **CALSAWS CONSORTIUM BYLAWS**.

The CalSAWS JPA shall operate under a Memorandum of Understanding (MOU) with each member county. The purpose of the MOU is to delineate the areas of understanding and agreement between the parties surrounding the various vendor agreements and other areas of mutual interest (including without limitation human resourcing, compensation and other personnel matters) in fulfillment of the CalSAWS Consortium's mission, vision and objectives.

While the actual migration to the CalSAWS system is still two years away, several administrative actions are necessary now to enable Plumas County's Department of Social Services to participate in the migration process. First, Plumas County will need to sign an amended joint powers agreement specifying the governance structure for the expanded CalSAWS Consortium.

The Director of the Department of Social Services and County Counsel have each reviewed this document and are agreed that it is sufficient in respect to providing an adequate means to represent Plumas County and a mechanism for Plumas to participate directly in the governance structure should we elect to do so. The agreement has been approved as to form by County Counsel and requires the signature of the Board Chair on the three enclosed copies in order to execute it.

A second item that will need to be transacted is a Memorandum of Understanding between Plumas County and the CalSAWS Consortium. This document outlines general responsibilities

of the parties with regard to Plumas County's participation as a member of the CalSAWS Consortium. The Board is being asked to approve this document and to authorize the Director of the Department of Social Services to sign the MOU as the Board's designee.

### **Financial Impact**

There is no direct financial impact to the County or to the Department of Social Services as a result of these approvals. The cost for the operation and support of the CalSAWS and C-IV systems are carved out of state and federal cost contributions that support the administrative operations of county social services. The County share of cost comes from Realignment funds and is part of the approved County budget.

### **Other Agency Involvement**

County Counsel reviewed the Joint Powers Agreement and the Memorandum of Understanding and has approved the documents as to their form.

Copies:

PCDSS Management Staff (cover memo only)

Enclosures (2)



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

1A2  
(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

**NEAL CAIAZZO**  
DIRECTOR

DATE: MARCH 19, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR APRIL 2, 2019 CONSENT AGENDA

RE: APPROVE A CONTRACT WITH THE PLUMAS CRISIS INTERVENTION AND  
RESOURCE CENTER FOR HOUSING SUPPORT FOR HOMELESS CalWORKs  
RECIPIENTS

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

1. Approve a contract between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center in the amount of \$100,000.
2. Authorize the Director of the Department of Social Services to execute the contract as the Board's designee.

### **Background and Discussion**

A critical element in promoting self-sufficiency for families who receive CalWORKs is to assure that they have stable housing. A family can have great difficulty meeting their employment goals when they do not have permanent and secure housing. For that reason, the state has initiated a housing support program for families receiving CalWORKs benefits.

The CalWORKs Housing Support Program has, as its goal, fostering housing retention and assisting CalWORKs families in finding and keeping permanent housing. The program includes providing comprehensive wraparound services to support maintaining housing stability. Because stable housing is critical to achieving self-sufficiency, the program includes individually tailored case management services.

### **Financial Impact**

The agreement calls for compensation not to exceed \$100,000 per year for case management and supportive services. Funds to support this agreement include federal and state funds, and county 2011 Realignment funds. The program is budgeted. It does not impact the County General Fund.

**Other Agency Involvement**

County Counsel has reviewed the agreement and approved it as to form.

Copy: DSS Management

Enclosure



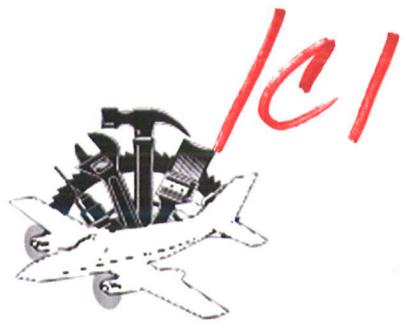
Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971

Phone: 530-283-6299  
Fax: 530-283-6103



DATE: April 2, 2019

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Sanchez to sign a contract between the Facility Services and Smith Power Productions.

---

### **Recommendation**

Approve and authorize Chair Sanchez to sign a contract between the Facility Services and Smith Power Productions.

### **Background and Discussion**

Smith Power Productions provides regular inspections, maintenance, repair, and emergency repair for all of Plumas County's emergency generators. Plumas County's emergency generators are necessary for the operation of the county's agencies, departments, buildings, rental facilities, and emergency shelters in the event of a power outage; contract not to exceed \$22,000.

A copy of the contract is on file with the Clerk of the Board.



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



Phone: 530-283-6299  
Fax: 530-283-6103

DATE: April 2, 2019

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Sanchez to sign amendment to contract with Durkin Construction, Inc. for snow removal.

---

### Recommendation

Approve and authorize Chair Sanchez to sign amendment to contract for snow removal between the Facility Services and Durkin Construction, Inc.

### Background and Discussion

A contract for snow removal by Durkin Construction Inc. was approved by Supervisor Engel as acting Chair for a value of \$6,000 in October 2018. Durkin Construction Inc. provides snow removal services for the Chester Memorial Hall, the Almanor Rec Center, and the Chester Complex. Due to excessive snowfall this winter, invoices are exceeding the value of the contract. To date, we have paid Durkin Construction \$3,705 for services. The invoice for services for February 2019 (when the excessive snowfall occurred) totals \$6,552. Therefore, we respectfully request the amendment be approved for signature bringing the contract total to \$15,000.

A copy of the contract and amendment are on file with the Clerk of the Board.

1012

## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971  
(530) 283-6307 FAX (530) 283-6045

---

Tony Hobson Ph.D., Director



DATE: March 19, 2019

TO: Honorable Board of Supervisors

FROM: Tony Hobson Ph.D., Behavioral Health Director

SUBJECT: Consent Agenda

### **Recommendation**

1. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign First Amendment to agreement; Crestwood Behavioral Health.
2. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign an Agreement with Relias LLC.

### **BACKGROUND AND DISCUSSION:**

1. This First Amendment to Agreement with Crestwood Behavioral Health, increases the contract compensation amount from \$160,000.00 to \$220,000.00 to cover larger demand for mental health wellness and recovery services. This amendment has been approved to form by County Counsel.
2. Relias LLC. will provide required on-line courses and trainings for Behavioral Health staff. This agreement has been approved to form by County Counsel.

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

1D3

**RESOLUTION NO. 19-**

**RESOLUTION TO ACCEPT CONTRACT AGREEMENT NUMBER 17-94101 A01  
FOR THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE  
SERVICES (DHCS) MENTAL HEALTH SERVICES DIVISION.**

**WHEREAS**, DHCS Contract Agreement Number 17-94101 A01 sets forth the conditions and requirements that Plumas County must meet in order to be reimbursed for substance use disorder treatment to Medi-Cal beneficiaries.

**WHEREAS**, Plumas County Behavioral Health will perform substance use disorder treatments and services.

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

Approve DHCS Contract Number 17-94101 A01 from the State of California Department of Health Care Services and authorize the County Behavioral Health Director to sign any documents pertaining to this agreement as the Board's designee.

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors , County of Plumas, State of California, at a regular meeting of said Board held on the 2nd day of April, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Chair, Plumas County Board of Supervisors

ATTEST:

---

Executive Clerk/Board of Supervisors

**RESOLUTION TO AMEND FISCAL YEAR 2018/2019 POSITION ALLOCATION FOR  
BEHAVIORAL HEALTH DEPARTMENT #70570, #70575**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2018/2019 Position Allocation covering all positions in the County service; and

**WHEREAS**, the Behavioral Director has requested to allocate 1.0 FTE for job classification Office Supervisor #70570 and amend the position allocation for 1.0 FTE Behavioral Health Therapist to 25% to #70570 and 75% to #70575; and

**WHEREAS**, these positions are necessary in the daily operational needs of the Behavioral Health Department; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the County's Position Allocation to allocate 1.0 FTE Office Supervisor to #75050 and amend 1.0 FTE Behavioral Health Therapist position for the Behavioral Health Department #70570 and #70575; and

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

Approve the amendment to Fiscal Year 2018/2019 Position Allocation allocating the following classifications:

<u>Current Behavioral Health Department</u>	<u>FTE</u>
Behavioral Health Therapist I, II, or Senior #70570	1.00
<hr/>	
<u>Proposed Behavioral Health Department</u>	<u>FTE</u>
Behavioral Health Therapist I, II, or Senior #70570	0.25
Behavioral Health Therapist I, II, or Senior #70575	0.75
Office Supervisor #70570	1.00

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 2<sup>nd</sup> day of April, 2019 by the following vote:

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

---

Chair, Board of Supervisors

---

Clerk, Board of Supervisors



# Office of the Sheriff

## Office of Emergency Services

JEI

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** March 14, 2019  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood  
**RE:** Agenda Items for the meeting of April 2, 2019

**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 \$25,000.

**Background and Discussion:**

The term of this contract is 05/01/19 – 04/30/20. This purpose of this agreement with Little Norway Marine Service is to provide service to the Sheriff's boats.

Agreement has been approved as to form by County Counsel.

**Services Agreement**

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Five Thousand and No/100 Dollars (\$25,000.00).
3. Term. The term of this agreement shall be from May 1, 2019 through April 30, 2020, 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:

By: \_\_\_\_\_  
Name: Gabriel Hydrick Michael Sanchez  
Title: County Administrator Chair, BOS  
Date signed:

**APPROVED AS TO FORM:**

Plumas County Counsel



Gretchen Stuhr

Date signed: 3/12/19

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

## **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 \$105 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.



# Office of the Sheriff 1E2

## Office of Emergency Services

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** **March 20, 2019**

**TO:** **Honorable Board of Supervisors**

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

**RE:** **Agenda Item for the meeting of April 2, 2019**

**It is recommended that the Board:**

Adopt Resolution and authorize the Sheriff to sign the 2019-2020 Boating Safety and Enforcement Financial Aid Program Contract allowing the Sheriff's Office to participate in the Department of Boating & Waterways Financial Aid Program.

**Background and Discussion:**

The Boating Safety and Enforcement Financial Aid Program provides funding for the Plumas County Sheriff's Boating Safety and Enforcement Unit to provide education and information on boating safety issues, supervise organized water events, provide assistance to water users, and enforce state and local laws on the waterways in Plumas County.

The funding awarded in the annual contract for BS&E program costs for fiscal year 19/20 is a baseline allocation of \$132,511.00. The program requires a county contribution of the estimated county boat tax revenue in the amount of \$22,051.52. The total BS&E program budget for FY 19/20 is \$154,562.52.

This agreement shall be for the term beginning July 1, 2019 and ending June 30, 2020.

Resolution and contract have been reviewed by County Counsel.

**PLUMAS COUNTY BOARD OF SUPERVISORS**  
**RESOLUTION #** \_\_\_\_\_

**WHEREAS**, THE SHERIFF OF PLUMAS COUNTY DESIRES TO UNDERTAKE A CERTAIN PROJECT DESIGNATED "THE PLUMAS COUNTY SHERIFF'S BOATING SAFETY AND ENFORCEMENT PROGRAM" FOR FY 2019-2020, TO BE ADMINISTERED BY THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS.

**NOW, THEREFORE**, BE IT RESOLVED THAT THE SHERIFF OF THE COUNTY OF PLUMAS IS AUTHORIZED TO SIGN AND SUBMIT THE BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM CONTRACT ON BEHALF OF THE BOARD OF SUPERVISORS. THE SHERIFF OR AUTHORIZED REPRESENTATIVE SHALL SIGN THE ANNUAL ACTIVITY REPORT. THE SHERIFF OR AUTHORIZED REPRESENTATIVE SHALL SIGN ALL QUARTERLY CLAIMS FOR REIMBURSEMENT. THE GRANT PROPOSALS AND ANY EXTENSIONS OR AMENDMENTS THEREOF AND ANY SUBSEQUENT CONTRACT WITH THE STATE IN RELATION THERETO, WILL BE APPROVED BY THE BOARD OF SUPERVISORS.

**IT IS AGREED**, THAT THE COUNTY OF PLUMAS SHALL COMPLY WITH THE FISCAL AND OPERATIONAL REQUIREMENTS OF THE BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM GUIDELINES.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS OF PLUMAS COUNTY IN A MEETING THEREOF HELD ON \_\_\_\_\_, 2019 BY THE FOLLOWING VOTE;

**AYES**;

**NOES**;

**ABSENT**;

**CHAIR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TYPED NAME AND TITLE:** \_\_\_\_\_ Michael Sanchez, Chair

**ATTEST; SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TYPED NAME AND TITLE:** \_\_\_\_\_ Nancy DaForno, Clerk



### **Boating Safety and Enforcement Financial Aid Program Agreement**

This agreement entered into this *1<sup>ST</sup> day of July, 2019*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the **COUNTY OF PLUMAS**, hereinafter called "Agency";

#### **WITNESSETH**

**WHEREAS**, Contingent on approval of the **Fiscal Year 2019-2020** budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

**WHEREAS**, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

**WHEREAS**, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

**NOW, THEREFORE**, it is mutually agreed as follows:

#### **I. Applicable Law**

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

#### **II. Description of Services**

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

#### **III. Payments**

- A. **Maximum Amount**. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed **\$132,511.00** for the agreement term in full consideration of Agency's performance of the services described in this agreement.
- B. **Rate of Payment**. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a    monthly **OR**    quarterly basis. **(Please check one)**

D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

**IV. Records**

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

**V. Notice**

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

***TO DEPARTMENT***

Ms. Joanna Andrade  
Department of Parks and Recreation  
Division of Boating and Waterways  
One Capitol Mall, Suite 500  
Sacramento, CA 95814

***TO AGENCY***

Plumas County Sheriff  
1400 E. Main Street  
Quincy, CA 95971

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

**VI. Term**

This agreement shall be for the term beginning **July 1, 2019**, and ending **June 30, 2020**.

**VII. Prior Agreements**

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

**VIII. Amendment**

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

**IX. Termination**

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

**X. Special Provisions**

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.
- D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND  
RECREATION, DIVISION OF BOATING AND  
WATERWAYS

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

*California Department of Parks and Recreation,  
Division of Boating and Waterways*

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

“Department”

COUNTY OF PLUMAS

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

Title: Sheriff

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

“Agency”

Approved as to form:

 3/12/19

Gretchen Stuhr  
Deputy Plumas County Counsel



# Office of the Sheriff

## Office of Emergency Services

IE3

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** March 20, 2019

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood 

**RE:** Agenda Items for the meeting of April 5, 2019

**It is recommended that the Board:**

Approve and sign the annual amendment to the Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Lassen National Forest, Exhibit A - FY 2019 in the amount of \$5,000.00.

**Background and Discussion:**

The purpose of this agreement is to maintain a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on national forest service lands and provide for reimbursement to the Sheriff for the services provided.

Exhibit A will be in effect from October 1, 2018 through September 30, 2019. This is updated annually so that changes can be made if applicable to the funding allocation, reimbursement rates, etc. The USFS enters into an agreement with the Sheriff for law enforcement patrols on National Forest System lands. The USFS reimburses the Sheriff's Office for expenses related to law enforcement patrols performed under the agreement on National Forest System lands.

Agreement has been approved as to form by County Counsel.

ORIGINAL



USDA, Forest Service

OMB 0596-0217  
FS-1500-8A

FS Agreement No. 16-LE-11051360-008  
Modification No. 004

## EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**  
Between The  
**COUNTY OF PLUMAS, A POLITICAL SUBDIVISION OF THE STATE OF  
CALIFORNIA, BY AND THROUGH ITS SHERIFF'S OFFICE**  
And the  
**USDA, FOREST SERVICE  
LASSEN NATIONAL FOREST**

### **2019 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between County of Plumas, a political subdivision of the State of California, by and through its Sheriff's Office, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Lassen National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-11051360-008 executed on October 6, 2016. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2018 and ending September 30, 2019.

Previous Year Carryover: \$0.00

Current FY-19 Obligation: \$5,000.

**FY-19 Total Annual Operating Plan: \$5,000**

#### **I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

#### **Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Greg Hagwood Sheriff, Plumas County 1400 E. Main St Quincy, CA 95971 Telephone: 530-283-6300 FAX: 530-283-6344 Email: <a href="mailto:ghagwood@pcso.net">ghagwood@pcso.net</a>	Roni Towery Sheriff's Fiscal Officer 1400 E. Main St Quincy, CA 95971 Telephone: 530-283-6396 FAX: 530-283-6344 Email: <a href="mailto:roni@pcso.net">roni@pcso.net</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Adam Hill, Patrol Captain 2550 Riverside Drive Susanville, CA 96130 Telephone: 530-252-6400 FAX 530-252-6420 E-Mail: <a href="mailto:adamhill@usda.gov">adamhill@usda.gov</a>	Margaret A Mustain, LE Program Support 2550 Riverside Drive Susanville, CA 96130 Telephone: 530-252-6627 FAX 530-252-6420 E-Mail: <a href="mailto:mmustain@usda.gov">mmustain@usda.gov</a>
	<b>U.S. Forest Service Grants and Agreement Contact</b>  Geraldine C. Bordash (Gerri) Grants Management Specialist Pacific Southwest Region 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-8782 FAX: 707-562-9144 E-Mail: <a href="mailto:gbordash@fs.fed.us">gbordash@fs.fed.us</a>

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.545/mile patrolled  
Per diem rate is \$51/M&IE + \$93 lodging /day  
Wages at the prevailing rate of \$32.00/hour base plus overtime for the individual officer at the rate of \$48.00/hour.

**II. PATROL DISPATCH ACTIVITIES:**

A. Plumas County will be an unscheduled service.

**Total reimbursement for this category shall not exceed the amount of \$1,500**

**III. PATROL ACTIVITIES:**

Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

A. Patrol on following U.S. Forest Service roads:

All Forest Service roads within the Cooperator's area of jurisdiction.



1. Patrol in the following campgrounds, developed sites, or dispersed areas:

**Lake Almanor Recreation Area:** To include Almanor North, Almanor South campgrounds, Almanor Rest Area on Highway 89 (known as Almanor Overflow campground), Canyon Dam Boat Launch and Day Use Area. Patrol 1 hour during the day and 1 hour at night extending to 2200 hours or later on Holiday weekends. Patrol 1 hour every regular weekend with occasional short patrols during the week.

**High Bridge – Domingo Springs – Warner Creek campgrounds:**

Patrol 1 hour on all weekends at the discretion of the patrolling Deputy, to include patrols after dark on weekends. Occasional short patrols during the week.

Total reimbursement for this category shall not exceed the amount of: \$3,500.

Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$5,000.

#### **IV. SPECIAL ENFORCEMENT SITUATIONS:**

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
  1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
  2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the



enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

## **V. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before 30 Oct 2019.

- A. Mail copies of itemized PNF billing statements to:

Adam Hill, Patrol Captain  
2550 Riverside Drive  
Susanville, CA 96130

- 
- B. **System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) will be used for the verification of the Electronic Funds Transfer (EFT) banking information (DUNS#).**
- C. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Dispatch	\$1,500	
Patrol Activities	\$3,500	N/A
<b>Total</b>	<b>\$5,000</b>	<b>N/A</b>

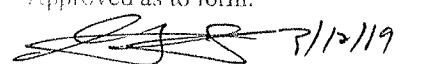


D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

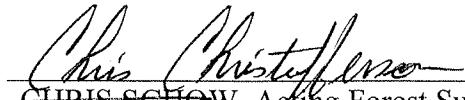
By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

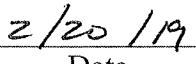
In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

  
\_\_\_\_\_  
GREG HAGWOOD, Sheriff  
Plumas County

  
\_\_\_\_\_  
Date 2/25/19  
Approved as to form:  
\_\_\_\_\_  
Gretchen Stuhr  
Deputy Plumas County Counsel

\_\_\_\_\_  
, Chairman  
Board of Supervisors, Plumas County Date

  
\_\_\_\_\_  
CHRIS SCHOW, Acting Forest Supervisor  
U.S. Forest Service, Lassen National Forest  
*Chris CHRISTOFFERSON*

  
\_\_\_\_\_  
Date 2/20/19

\_\_\_\_\_  
DON HOANG, Special Agent in Charge  
Pacific Southwest, Region 5 Date

The authority and format of this agreement have been reviewed and approved for signature.

  
\_\_\_\_\_  
GERALDINE C. BODASH  
U.S. Forest Service, Grants Management Specialist Date 02/13/2019



## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



OFFICE OF THE  
**COUNTY COUNSEL**  
COUNTY OF PLUMAS

Plumas County Courthouse  
520 Main Street, Room 301  
Quincy, California 95971-9115

*IF*  
R. CRAIG SETTLEMIRE  
COUNTY COUNSEL  
GRETCHEN STUHR  
DEPUTY COUNTY COUNSEL  
MARI SNYDER  
PARALEGAL/SMALL CLAIMS ADVISOR  
Phone: (530) 283-6240  
Fax: (530) 283-6116

## MEMORANDUM

Date: March 25, 2019

To: Honorable Members of the Plumas County Board of Supervisors

From: R. Craig Settlemire, County Counsel

A handwritten signature in black ink that reads "R. Craig Settlemire".

Re: Plumas County Conflict of Interest Code – Resolution Revising Designated Positions and Disclosure Requirements

### **Recommended Action:**

That the Plumas County Board of Supervisors adopt a Resolution amending the Plumas County Conflict of Interest Code to remove “Contract Public Defenders” from the schedule of designated positions required to file Fair Political Practices Commission (“FPPC”) Form 700 “Statement of Economic Interests.”

### **Background:**

As your Board is aware, the Political Reform Act, at Government Code § 81000, and following, requires each state and local government agency to adopt a conflict of interest code designating the positions in that agency that make or participate in the making of a governmental decisions that are required to file a “Statement of Economic Interests” on Fair Political Practices Commission Form 700. Conflict of interest codes must be updated every two years by the agency’s governing board to reflect changes in the designated positions and disclosure categories.

The basic rule for conflicts of interest under Government Code § 87100 is: *“No officer, employee or consultant of a state or local agency shall make, participate in making or in any way attempt to use their position to influence a governmental decision in which he or she has a financial interest.”*

To determine which positions should be designated in Plumas County’s Conflict of Interest Code, every two years the County Counsel’s Office asks all Plumas County

department heads to evaluate each position in his or her department to determine which employee positions make or participate in making governmental decisions. Since the definitions of “designated employee” and “public official” include any consultants to an agency who make or participate in agency decisions (Gov. C. sections 82019 and 82048), we also ask department heads to identify any *consultants* working with the department that make or participate in making governmental decisions.

By *making a governmental decision*, it means the person holding the designated position:

1. Votes on a matter; *or*
2. Appoints a person; *or*
3. Obligates or commits the department/County to any course of action; *or*
4. Enters into any contractual agreement on behalf of the department/County.

By *participating in the making of a decision*, it means the person holding the designated position:

1. Negotiates, without significant substantive review, with a governmental entity or private person regarding the decision; *or*
2. Advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the employee and the employee is attempting to influence the decision.

Please see the California Fair Political Practices Commission’s website at <http://www.fppc.ca.gov/learn/rules-on-conflict-of-interest-codes.html> for more information.

#### **Discussion:**

As your Board is aware, Plumas County does not have a Public Defender Department staffed by Plumas County employees. Instead, Plumas County contracts with attorneys who are in private practice to provide legal services to defendant in criminal cases who cannot afford hiring their own attorney as well as to provide legal services to juveniles in juvenile delinquency cases. Such attorneys are independent contractors who are paid a flat fee each month to take a proportionate share of the caseload as assigned by the judges of the Plumas Superior Court.

In the course of providing legal services to indigent defendants in criminal cases and to juveniles in juvenile delinquency matters, the contract public defenders will, from time to time, find it necessary to retain the services of investigators and expert witness that are paid from the County budget for Public Defender Services in addition to the flat fees paid to the attorneys.

While for many years Plumas County's Conflict of Interest Code has required disclosures by "Outside Consultant/Contractors," "Contract Public Defenders" were not listed as "Designated Positions" until sometime after 2006.

A few weeks ago, one of Plumas County's contract public defender attorneys spoke to me in the Courthouse foyer and brought up the matter of the Plumas County Conflict of Interest Code listing contract public defenders as "designated positions" for the filing of Form 700 disclosure of economic interests. He asserted that independent contractor attorneys providing services as public defenders should not be required to file Form 700.

I have researched the matter and I agree. Attached is a copy of FPPC's advice letter to Robert Kohlhase Hill dated February 9, 1988, determining that he is not required to file a statement of economic interest (Form 700) by reason of his contract with Lassen County as a "co-defender" providing indigents with legal services in criminal cases and juvenile cases when appointed by the court as counsel for which he was paid a flat fee of \$2,916 per month.

Plumas County's contract for public defender services is very similar. The FPPC noted that "co-defender" is not listed in the Lassen County conflict of interest code and that the co-defender provides legal advice to defendants, not to the County. The applicable statutory language has not changed since 1988. While the regulations have been revised since 1988, those revisions do not affect the conclusion. While a Plumas County contract public defender can make, or participate in the making of decisions that result in the expenditure of County funds (such as the employment of investigators and expert witnesses), that type of contract does not require County approval (since only the approval of the Court is required). (California Code of Regulations section 18700.3(a)(1)(D).) Accordingly, it is not necessary to list independent contractor attorneys providing services as public defenders under the Plumas County contract.

Appendix "A" to the accompanying proposed "Resolution Readopting the Conflict of Interest Code for Plumas County" omits the category of "Contract Public Defender Attorneys" from the list of "Designated Positions" required to file FPPC Form 700.

END OF MEMORANDUM

{\NCC-MAR1\coco shared\Forms\Conflict of Interest Code - Plumas County\2018 BOS Memo-Conflict of Interest Code revision .doc}



# California Fair Political Practices Commission

February 9, 1988

Robert Kohlhase Hill  
Attorney at Law  
235 South Lassen St.  
Susanville, CA 96130

Re: Your Request for Advice  
Our File No. A-87-304

Dear Mr. Hill:

This is in response to your letter requesting advice regarding your disclosure requirements under the Political Reform Act (the "Act").<sup>1/</sup>

## QUESTION

Are you required to file an annual statement of economic interest as a consequence of your contract with the County of Lassen to provide legal representation to indigent minors and adults?

## CONCLUSION

No. The position of "co-defender" is not listed in the county's conflict of interest code as a designated employee and does not fall within the definition of "consultant". As a consequence you are not required to file an annual statement of economic interest.

## FACTS

You are a sole practitioner who has contracted with Lassen County as a "co-defender". Based on the language in the county contract, the co-defender is to provide indigents with legal services in criminal cases and juvenile proceedings when appointed by the court as counsel. The term of the contract is from December 1, 1987, to June 30, 1988. Compensation is a flat fee of \$2,916 per month plus specified expenses.

<sup>1/</sup> Government Code Sections 81000-91015. All statutory references are to the Government Code unless otherwise indicated. Commission regulations appear at 2 California Code of Regulations Section 18000, *et seq.* All references to regulations are to Title 2, Division 6 of the California Code of Regulations.

Robert Kohlhase Hill  
February 9, 1988  
Page 2

Paragraph 12 of the county contract delineates the relationship of the co-defender to the county:

Defender's professional responsibility toward indigent persons shall be in accordance with the attorney-client relationship. The relationship of Defender to County is that solely of an independent contractor. This agreement does not create an attorney-client relationship between Defender and County, nor that of employer-employee.

Finally, the position of co-defender is not listed as a designated employee in the conflict of interest code for the county.

#### ANAYYSIS

The Act requires that every public agency adopt a conflict of interest code in which the agency must designate those positions that involve the making of, or participation in, decisions which may foreseeably affect any financial interest. (Sections 87300 and 87302.) Both the definitions of "designated employee" and "public official" in the Act include any consultants to an agency who make or participate in agency decisions. (Sections 82019 and 82048.)

A "consultant" within the meaning of the Act, includes "any natural person who provides, under contract, information, advice, recommendation or counsel to a state or local government agency...." (Regulation 18700(a)(2), copy enclosed.) This term does not include, however, a person who:

(A) Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and

(B) Possesses no authority with respect to any agency decision beyond the rendition of information, advice, recommendation or counsel.

Regulation 18700(a)(2).

The county contract for indigent legal services specifies that the co-defender is to be responsible only to his or her clients. Under such circumstances, the attorney is to use his or her own judgment and expertise to render professional services, and these decisions are not subject to day-to-day review or direction by the county. Consequently, the position

Robert Kohlhase Hill  
February 9, 1988  
Page 3

of co-defender does not fall within the definition of consultant, and you are not required to file statements of economic interest for purposes of compliance with the Act. (See also Gifford Advice Letters, Nos. A-85-133, 134, 135, copies enclosed.)

If you have further questions, please don't hesitate to contact me at (916) 322-5901.

Sincerely,

Diane M. Griffiths  
General Counsel

  
By: Lilly Spitz  
Counsel, Legal Division

DMG:LS:plh  
Enclosures

Robert Kohlhase Hill  
Counselor and Attorney at Law

File # :  
No. 30 202 PM '87

235 80 South Lassen Street, ~~XX~~ Lassen, CA  
Susanville, California 96130

November 24, 1987

Fair Political Practices Commission  
Legal Office  
428 J Street, Suite 800  
Sacramento, CA 95814

Re: November 1987 Bulletin regarding contract lawyers

Dear Sirs:

I read with great interest the November 1987 bulletin and the chairman's message "contract lawyers should review financial disclosure requirements". I am asking, by this letter, for an opinion from you regarding whether or not I would be required under the act to file an annual statement of economic interest.

I am a sole practitioner who is about to contract with Lassen County, California to provide indigent representation and public defender services. As a public defender the compensation is a flat rate single contract price. I will merely be giving legal advice and representation to indigent juveniles and elderly persons. In these particulars, I will be giving no advice or counsel to the County of Lassen or any other public entity on any ongoing or singular basis. I will be conducting research, arriving at conclusions and representing my clients independently of the control and direction of Lassen County. Again, I am requesting an opinion as to whether or not, under these circumstances, an annual statement of economic interest should be filed.

Thank you for your attention to this matter.

Very truly yours,

*Robert K. Hill/eh*

Robert K. Hill

Plumas County, California  
RESOLUTION NO. 2019 - \_\_\_\_\_

**A RESOLUTION READOPTING THE CONFLICT OF INTEREST CODE  
FOR PLUMAS COUNTY**

**WHEREAS**, Plumas County has adopted a Conflict of Interest Code pursuant to the Political Reform Act (Government Code Section 87100, et seq.); and,

**WHEREAS**, the Political Reform Act requires that local Conflict of Interest Codes be reviewed, amended, or readopted every even numbered year,

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

1. All previous resolutions adopting a conflict of interest code for the County of Plumas are hereby repealed, and are replaced by this resolution.
2. The terms of Title 2, California Code of Regulations, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix "A", in which position are designated and disclosure categories are set forth, are incorporated here by reference and are declared to constitute the conflict of Interest Code for the County of Plumas.
3. Persons holding designated offices and positions shall file Statements of Economic Interest (Form 700) pursuant to the County's Conflict of Interest Code.
4. Plumas County Officers and Elected Officials shall file their Statements of Economic Interest with the Plumas County Clerk – Elections Division. Special District Directors and Officers shall file with the Secretary of their district. The contents of the Statement, and the proper time and manner of filing, are set forth in Gov. Code Section 18730(b)(4).

The forgoing resolution was adopted on April 2, 2019 at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

Michael Sanchez, Chair,  
Board of Supervisors

ATTEST:

---

Nancy DaForno, Clerk of the Board

**APPENDIX**  
**POSITION ALLOCATION LIST - PART 1**

<u>Designated Positions</u> <u>(List positions NOT individual names)</u>	<u>Assigned</u> <u>Disclosure Category</u>
---	---

**DISCLOSURE CATEGORIES - PART 2**

Category 1

Designated employees assigned to this category must report:

- (a) All interests in real property;
- (b) Investments and business positions in business entities or income from sources which engage in the acquisition or disposal of real property within the jurisdiction; and
- (c) Investments and business positions in any business entity or income from any source which: (1) are contractors or subcontractors engaged in the performance of work or services of the type utilized by the District, or (2) which manufacture, sell or provide supplies, materials, books, machinery, services or equipment of the type utilized by the District.

Category 2

Consultants shall disclose all sources of income, interests in real property and investments and business positions in business entities.

The Manager of the District may determine, in writing, that a particular consultant, although a “designated position”, is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement to the extent of disclosure requirements. Such determination shall be a public record.

**APPENDIX "A"**  
**List of those who File Form 700**

**A Resolution Readopting the Conflict of Interest Code for Plumas County**

**Disclosure Categories for Designated Employees and Consultants**

Officials listed in CA Government Code § 87200 shall make disclosures pursuant to CA Government Code § 87202 -87210.

County employees shall make disclosures as listed in the Categories numbered 1 - 4 below.

Consultants and Contractors shall make disclosures in Category 1 or 2 based on the degree to which the consultant would be engaged in financial decision making.

Boards and Commissions listed below shall develop Conflict of Interest Policies consistent with the applicable code and make disclosures as specified.

**Administration**

County Administrator	Govt Code § 87202 -87210
Risk Manager	1
Assistant Risk Manager	1
ADA Coordinator	1

**Agriculture**

Agricultural Commissioner / Sealer of Weights & Measures	1
--	---

**Airports**

Director	1
Airport Managers	1

**Airport Land Use Commission**

**Disclosure Category**

Conflict of Interest Policy	Public Utility Code § 21672
Commissioners	1

**Animal Control**

Animal Control Supervisor	1
---------------------------	---

**Assessor**

Assessor	1
Assistant County Assessor	1

**Auditor-Controller**

Auditor-Controller	1
Assistant Auditor – Controller	1
Contracted Budget Consultant	1

**Behavioral Health Commission Disclosure Category**

Conflict of Interest Policy	Welfare & Institutions Code § 5604(e)
Commissioners	1

**Behavioral Health Services**

Behavioral Health Director	1
Behavioral Health Deputy Director	1
Behavioral Health Unit Supervisor	1
Children's Services Coordinator	1
MHSA Coordinator	1
Behavioral Health Administrative Services Officer	1
Behavioral Health Department Fiscal Officer	1
Behavioral Health Systems Analyst	1

**Board of Supervisors**

Supervisors	Govt Code § 87202 -87210
Clerk of the Board of Supervisors	1

**Building Services**

Director of Building Services	1
Code Enforcement Officer	1

**Children & Families Commission**

Conflict of Interest Policy	Health & Safety Code §130140 (d)(4)(A)
Commissioners	1

**Child Support Services**

Director	1
----------	---

**Clerk-Recorder**

Clerk-Recorder	1
Assistant Clerk-Recorder	1

**County Counsel**

County Counsel	Govt Code § 87202 -87210
Deputy County Counsels	1

**Dependent Special Districts (Walker Ranch CSD, Flood Control & Water Conservation District, Quincy Lighting District, Dixie Valley CSD, and Crescent Mills Lighting District.)**

District Managers	1
-------------------	---

**District Attorney**

District Attorney	Govt Code § 87202 -87210
Deputy District Attorney	1
Alternative Sentencing Manager	1
Fiscal Officer II	1

**Engineering**

	<b>Disclosure Category</b>
County Engineer	1
Engineering Technician II	2
Fiscal Technician - Services Assistant	2

**Environmental Health**

Environmental Health Director	1
-------------------------------	---

**Facility Services**

Director of Facility Services	1
Fiscal Officer	1
ADA Coordinator	1

**Plumas -Sierra Fair**

Fair Manager	1
Board Members	2

**Human Resources**

Human Resources Director	1
--------------------------	---

**Information Technology**

Information Systems Manager	1
-----------------------------	---

**Library**

County Librarian	1
Librarian	2
Literacy Coordinators	2

**Museum**

Museum Director	1
Board Members	1

**Office of Emergency Services**

Emergency Services Director	1
-----------------------------	---

**Planning Commission**

Commissioners	Govt Code § 87202 -87210
---------------	--------------------------

**Planning**

Planning Director	1
Assistant Planning Director	1

**Probation****Disclosure Category**

Chief Probation Officer	1
Supervising Probation Officer	1
Management Analyst	1
Fiscal Officer	1

**Public Health Agency**

Public Health Director	1
Assistant Public Health Director	1
Administrative Services Officer	1
Nursing Director	1
Health Officer	1

**Public Works**

Director of Public Works	1
Assistant Director of Public Works	1
Deputy Director of Public Works	1
Public Works Fiscal Officer / Administrative Services Manager	1
Associate Engineer	2, 3
Assistant Engineer/Transportation Planner	2, 3
Assistant Engineer	2, 3
Road Maintenance Supervisor	2, 3
Equipment Maintenance Supervisor	2, 3
Senior Environmental Planner	2, 3
Engineering Technician II	2
Solid Waste Program Manager	2, 3

**Sheriff-Coroner**

Sheriff-Coroner	1
Undersheriff	1
Jail Commander	1
Deputy Sheriff – Training - Policy Advisor	1
Deputy Sheriff – Communications Equipment Coordinator	1

**Social Services**

Social Services Chief	1
Director/Public Guardian	1
Deputy Public Guardian	1
Staff Services Manager – Fiscal	2
Program Manager – Services Division	2
Program Manager – Employment & Financial Services Div.	2

**Transportation Commission**

Executive Director

Govt Code § 87202 -87210

**Treasurer-Tax Collector**

Treasurer-Tax Collector	Govt Code § 87202 -87210
Assistant Treasurer-Tax Collector	1

## **Disclosure Categories**

The disclosure categories listed below identify the types of investments, business entities, sources to be disclosed:

### **Category 1: Full Disclosure**

All investments, business positions in, and income, including gifts, loans and travel payments, from sources located in, or doing business in, the jurisdiction. All interests in real property located within the jurisdiction, including property located within a two mile radius of the jurisdiction or of any property owned or used by the agency.

### **Category 2: Partial Disclosure**

All investments, business positions and income, including gifts, loans and travel payments, from sources that provide services, supplies, materials, machinery or equipment of the type purchased or utilized by the department in which the designated employee is employed.

### **Category 3: Interests in Real Property**

All interests in real property located within the jurisdiction, including property located within a two mile radius of the jurisdiction or of any property owned or used by the agency. All investments, business positions and income, including gifts, loans and travel payments, from business entities which engage in land development, construction, or the acquisition or sale of real property.

### **Category 4:**

All investments, business positions and income, including gifts, loans and travel payments, from sources that are subject to the regulatory, permit, or licensing authority of, or have an application for a license or permit pending before, the department in which the designated employee is employed.



# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

270 County Hospital Road, Suite 206, Quincy, CA 95971

•

Mark Satterfield, M.D, Health Officer

•

(530) 283-6337 • Fax (530) 283-6425

16

**Date:** March 21, 2019

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Cc:** Nancy Selvage

**Agenda:** Item for April 2, 2019

**Recommendation:** Approve and direct Human Resources to recruit and fill a vacant, funded and allocated 1.00 FTE Administration Assistant I/II, Fiscal Technical Services Assistant I/II/III or Office Assistant I/II/II.

**Background:** As the Board is aware Plumas County Public Health Agency is required to provide a variety of services, some state mandated. This current vacancy has resulted in a serious shortage of available staff to meet essential services. It is critical that this position be filled in order to meet state mandates, related health contractual agreements, fiscal stability, and services to several different vulnerable populations.

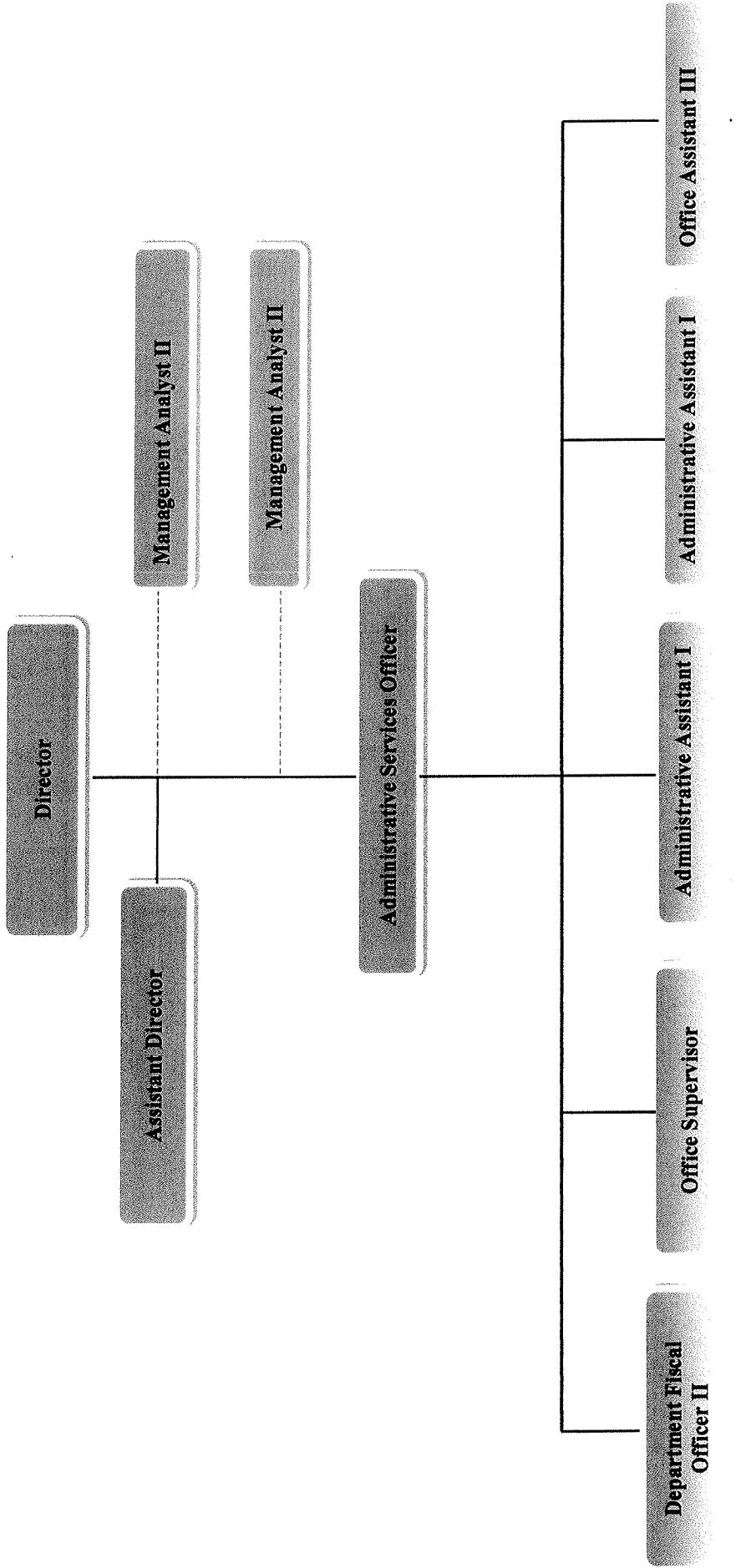
The Administration Assistant I/II, Fiscal Technical Services Assistant I/II/III or Office Assistant I/II/II position is responsible for reception, front office, administrative and fiscal services needed by Public Health Administration.

A copy of the Critical Staffing Request and organizational charts are attached for your review.

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

PLUMAS COUNTY PUBLIC HEALTH AGENCY  
ADMINISTRATION & FISCAL SERVICES DIVISION

1



03/22/2019

## CRITICAL STAFFING REQUEST FORM

DATE OF REQUEST: April 2, 2019

DEPARTMENT TITLE: Public Health Agency

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: 70560, 1.00 FTE

POSITION TITLES: AA I/II, FTSA I/II/III or OA I/II/III

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO       

- **Is there a legitimate business, statutory or financial justification to fill the position?**
- **Why is it critical that this position be filled at this time?**
- **How long has the position been vacant?**

*This position became vacant on March 20, 2019 and is responsible for reception, front office, administrative and fiscal services needed by Public Health Administration.*

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

*This position is budgeted and funded in the current year. Any position that is not filled permanently could be filled by extra help by moving regular wages to other wage.*

*There are many technical aspects to public health vacant positions that require extensive training. We are not in a position to expend resources to train non-permanent staff on an ongoing basis. Ongoing vacancies can potentially cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments can result in an atmosphere of tension and anxiety if they go unfilled.*

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

*Compared to regional counties and counties of similar size, we have a very small administrative staff.*

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

*Lack of compliance with state and federal funds.*

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

*Not filling the position will cost the department funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However,*

*the county has lost the value of the services being provided to local residents. We will also experience material losses in delays in billing and revenue, exacerbating cash flow issues.*

- 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?**

*Funding cuts have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.*

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

*No.*

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

*No.*

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

*N/A. This requested position is fully funded for the 19-20 fiscal year. Filling this position helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.*

- Does the department have a reserve? If yes, provide the activity of the departments reserve account for the last three years.**

FY 15/16	Total Cash Reserves	\$565,688
FY 16/17	Total Cash Reserves	\$568,650
FY 17/18	Total Cash Reserves	\$575,661

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



## **CONSENT AGENDA REQUEST**

For the April 2, 2019 meeting of the Board of Supervisors

March 25, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Request authorization from the Board of Supervisors to waive formal competitive bidding for the purchase of Two (2) used Aerial Lift Trucks in an amount not to exceed \$96,000.00.

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

### **Background:**

The Department desires authorization to purchase two (2) used vehicles.

The Department of Public Works manages a large fleet of "non-C.A.R.B. compliant" equipment due to the age of the fleet. To meet C.A.R.B. compliance and in order to continue to maintain County roads, the older diesel engines must be replaced. It is not cost effective to repower these units to meet the requirements, thus leaving replacement of the equipment as the only option.

Public Works staff has determined that the purchase of two (2) gasoline powered, or CARB compliant diesel aerial lift trucks (bucket trucks) is necessary due to the above mentioned reasons to meet C.A.R.B. regulations, and also as a cost saving measure. The Department staff strives for the purchase of late model used equipment, when feasible. It is estimated that the used bucket trucks will not exceed \$96,000.00.

Due to the proposal of purchasing late model, C.A.R.B. compliant used equipment, Public Works is requesting to review proposals as they are received. It is nearly impossible to request a vendor to "hold" used equipment until a specific future date. Public Works is requesting to select and accept a proposal if it meets the general specifications criteria and falls within the proposed FY 18/19 Public Works budget.

Public Works will advertise in the same manner as requests for new equipment to draw a wider selection of dealers including placement of a Request for Bids in the newspaper and on pertinent internet sites.

### **Recommendation:**

Public Works staff respectfully requests the Board of Supervisors waive formal competitive bidding for the equipment described above as well as allowing the Deputy Director of Public Works to negotiate the purchase of such equipment that meets the listed specifications with the condition that the purchase price does not exceed the budgeted amounts for each piece of equipment.

PLUMAS COUNTY ENGINEERING DEPARTMENT  
555 Main Street • Quincy, CA 95971 • (530) 283-6209 • Fax (530) 283-6134  
*Robert A. Perreault, Jr., P.E.* *County Engineer*



**CONSENT AGENDA REQUEST**

For the April 2, 2019 meeting of the Plumas County Board of Supervisors

March 25, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, County Engineer 

Subject: Authorization for the Engineering Department to fill the vacancy of Two (2) FTE Engineering Technician II's

Background:

Effective April 2, 2019, one (1) Engineering Technician II was promoted to the Public Works Department as the Solid Waste Program Manager.

In addition, one (1) Engineering Technician II will be retiring as of April 5, 2019.

The Department is requesting to fill these vacancies.

These positions are funded and allocated in the proposed FY18/19 budget of the Engineering Department.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Recommendation:

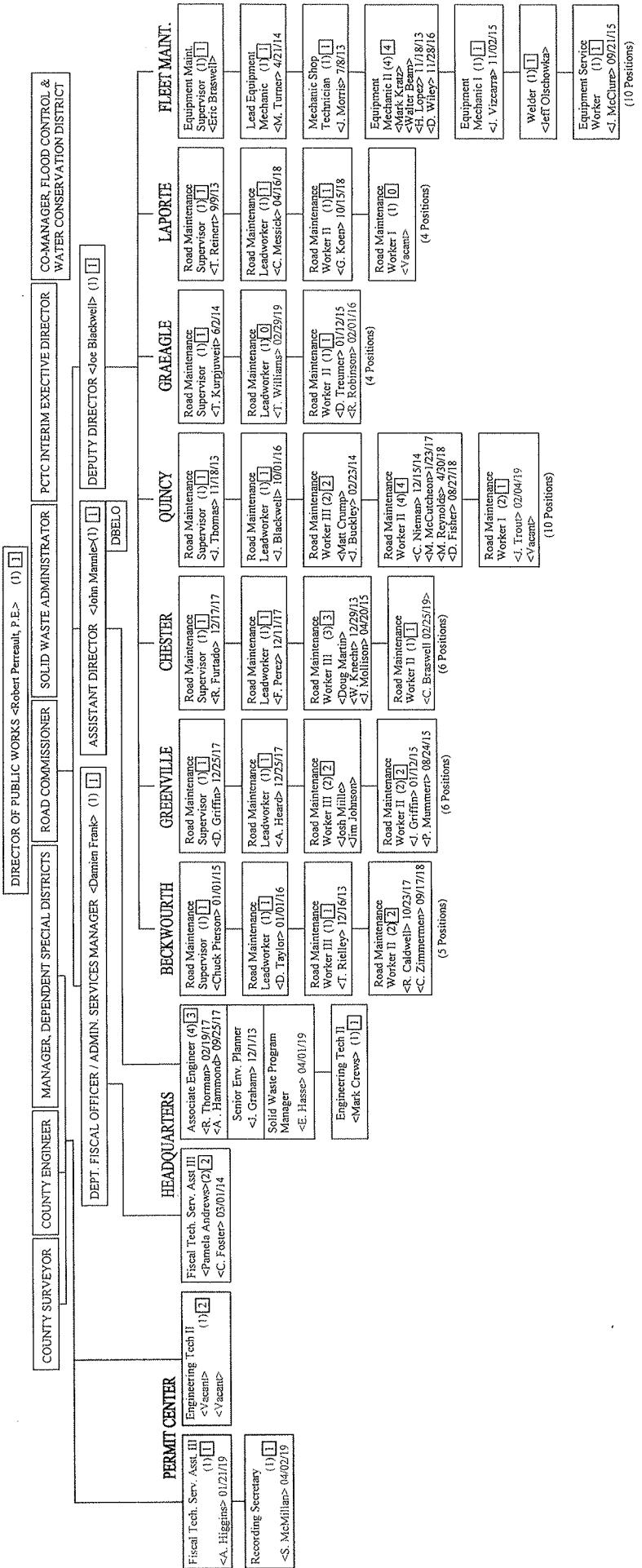
The County Engineer respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of two (2) FTE Engineering Technician II's in the Engineering Department.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Engineering Technician II / Public Works Engineering**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Engineering Technicians are the workforce for the Engineering Department, which provides the services of the Department**
- Why is it critical that this position be filled at this time?  
**Engineering Technicians are the workforce for the Department, and a prolonged vacancy can negatively impact the performance of the Department**
- How long has the position been vacant?  
**Almost one week.**
- Can the department use other wages until the next budget cycle?  
**The department's wage and benefits portion of the 18/19 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1?      **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?      **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding.   What impact will this reduction plan have to other County departments?   **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?   **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?   **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve?   **No**   If yes, provide the activity of the department's reserve account for the last three years?

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



Director of Public Works  
Revision Date: 03/25/2019



Tim Gibson  
Commissioner and Sealer  
timgibson@countyofplumas.com

## Plumas-Sierra Counties Department of Agriculture



### Agricultural Commissioner Sealer of Weights and Measures

208 Fairgrounds Road  
Quincy, CA 95971  
Phone: (530) 283-6365  
Fax: (530) 283-4210

Date: March 22, 2019

To: Honorable Board of Supervisors

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

RE: Wildlife Services Financial Plan, Agreement # 19-73-06-0275-RA

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

#### **Recommendation:**

Approve and authorize the Chair to sign the Financial Plan between USDA and Plumas County.

#### **Background and Discussion:**

The Wildlife Services agreement provides for the protection of livestock and property within Plumas and Sierra Counties. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

Cost to the county under this agreement for FY 19-20 is \$74,032.00, a 3% increase over last year's contract. These county costs are partially offset through fees charged for services, Sierra County MOU, and reimbursement by the State of California Unclaimed Gas Tax Fund. This is a one year agreement beginning July 1, 2019 and ends June 30, 2020. This agreement has been approved as to form by County Counsel.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

1A  
Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

**NEAL CAIAZZO**  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368  
Toll Free: (800) 242-3338

DATE: MARCH 20, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR APRIL 2, 2019

RE: ADOPT A PROCLAMATION DECLARING APRIL AS CHILD ABUSE PREVENTION MONTH

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

Adopt the enclosed proclamation declaring April as Child Abuse Prevention Month in Plumas County

**Background and Discussion**

April is nationally recognized as Child Abuse Prevention Month. In recognition of that, the Board of Supervisors is asked to adopt the enclosed proclamation recognizing April as Child Abuse Prevention Month in Plumas County

Copies: DSS Management Staff  
Human Services Department Heads

Enclosure

**PROCLAMTION DECLARING APRIL 2019 AS  
CHILD ABUSE PREVENTION AWARENESS MONTH  
IN PLUMAS COUNTY**

WHEREAS, child abuse and neglect are serious social problems that affect many families in Plumas County; and,

WHEREAS, all adults and caregivers have a responsibility, as neighbors, community members, and citizens of Plumas County to help create healthy, safe and nurturing environments for all children and youth; and,

WHEREAS, preventing child abuse and neglect includes helping families to build strengths so that children can succeed and thrive; and,

WHEREAS, success in preventing child abuse in Plumas County depends on strong collaborative partnerships among human services agencies, child protective services, community-based organizations, schools, law enforcement, and the faith and business communities; and,

WHEREAS the Plumas County Child Abuse Prevention Council has provided a collaborative forum since 1998 for the planning and implementation of child abuse prevention programs; and,

WHEREAS, the Plumas County Board of Supervisors acknowledges the work done by many agencies and individuals in our county that is targeted to protect children, strengthen families, and eliminate the social factors that contribute to family dysfunction and child abuse and neglect; and,

WHEREAS, the Plumas County Board of Supervisors also acknowledges the work done by county social workers, whose mission includes protecting at-risk children from harm that may occur in the home setting; and,

WHEREAS, the Plumas County Board of Supervisors declares its commitment to promote policies and practices that support community-wide efforts to strengthen families and reduce the incidence of child abuse and neglect in Plumas County; and,

WHEREAS, the month of April has been recognized by the United States Congress as Child Abuse Prevention Awareness Month; and,

WHEREAS, wearing the color blue, wearing a blue ribbon or displaying a pinwheel in April will serve as a positive reminder that together, we can prevent child abuse and keep children safe.

NOW, THEREFORE, the Plumas County Board of Supervisors adopts this proclamation declaring April 2019 as Child Abuse Prevention Awareness Month in Plumas County.

---

Michael Sanchez, Chair  
Plumas County Board of Supervisors

---

Date



2B1

# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** March 21, 2019

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Board Item for April 2, 2019

**Recommendation:** Approve a Supplemental Budget of unanticipated revenue in Budget Unit 70566 Line Item Bioterrorism Equipment (524771) in the amount of \$14,500.00 from the California Department of Public Health (CDPH) Emergency Preparedness Office (EPO) for the Public Health Emergency Preparedness Program.

**Background:** As the Board may recall, Plumas County Public Health Agency receives funding each year from the California Department of Public Health, Emergency Preparedness Office to improve local public health department preparedness and ability to respond to bioterrorism for the Hospital Preparedness Program.

The California Department of Public Health, Emergency Preparedness Office has approved additional funds to purchase Health Care Coalition HAM Equipment to distribute in Plumas, Lassen and Sierra Counties. The following entities will receive equipment with these funds: Plumas County Public Health Agency, Sierra County Public Health Department, Lassen County Public Health, Northeastern Rural Health Clinic, Seneca Hospital District, Plumas District Hospital, Eastern Plumas Health Care and the Skilled Nursing Facility in Loyalton.

A copy of the supplemental budget, project application and notice of award is attached for your review.

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

Thank You.

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

TRANSFER NUMBER  
 (Auditor's Use Only)

Department: **Hospital Preparedness** Dept. No. 70566 Date 3/19/2019

The Reason for this request is (check one):

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

Approval Required

- Board
- Board
- Board
- Auditor
- Auditor

TRANSFER FROM OR

SUPPLEMENTAL REVENUE ACCOUNTS

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

FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0015P	70566	44141	St. Aids Hlth Cat Program	\$ 14,500.00
			Total (must equal transfer to total)	\$ 14,500.00

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0015P	70566	524771	Bioterrorism Equip	\$ 14,500.00
			Total (must equal transfer to total)	\$ 14,500.00

Supplemental budget requests require Auditor/Controller's signature

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

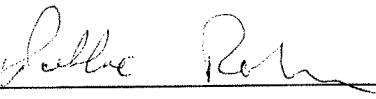
In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

(A) HPP State program which equips county hospitals and other emergency entities has awarded P.C. Public Health \$14,500 to purchase HAM radios for Plumas, Lassen and Sierra Counties. for new position.

(B) Above

C Grant term this fiscal year

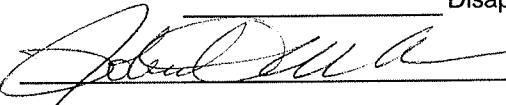
(D) See above

Approved by Department Signing Authority: 



Approved/Recommended

Disapproved/Not recommended

Auditor/Controller Signature: 

3/29/19

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.

## FY 2018/19 HPP-PHEP Project Application

1) Project Name:

Tri-HCC HAM Equipment

2) Date: 07/09/18

3) Project Cost:

\$14,500.00

4) Grant Funds (HPP/PHEP):

HPP

5) County: Plumas

6) Project Period:

Start: 08/01/18

End: 12/31/18

7) Project Contact(s):

Lori Beatley, Plumas County Public Health Agency; 530-283-6988; loribeatley@countyofplumas.com

8) Project Description:

**Who:** Tri- Health Care Coalition: Plumas, Lassen and Sierra Counties: Plumas County Public Health Agency, Sierra County Public Health Department and Lassen County Public Health: Northeastern Rural Health Clinic, Seneca Hospital, Plumas District Hospital, Eastern Plumas Health Care and Skilled Nursing Facility in Loyalton. Plumas Amateur Radio Club (PARC)/ ARES is providing technical assistance with project. **What:** This project will be purchasing new HAM equipment for the three local public health departments, three hospitals, a medical clinic and a skilled nursing facility. Due to having three counties as one healthcare coalition which covers a large geographic area with mountainous terrain; therefore, HAM is one of the most efficient ways to communicate if mainstream communications fail. The HAM equipment will give the coalition hospitals an ability to communicate with each other and with local public health departments across three counties. The project has five different sections: Section 1: dual band antenna for dual band radios, which were already purchased by PARC for Plumas County hospitals. The antennas will give the radios the ability to transmit further and with more power. Section 2: Uninterruptible power system for 12 volt equipment for Plumas County hospitals, which will provide for uninterrupted power system to the new radios for Plumas County hospitals. Section 3: Packet radio system: this system will be provided for all three hospitals, medical clinic in Lassen County, Skilled nursing facility in Sierra County and Lassen County Public Health Department. The Packet radio system uses less energy, transmit more information and can be encrypted, which makes it an ideal form of redundant communication for hospitals. Plumas County will provide training to all licensed HAM operators at each facility that receives a Packet radio system. Section 4: Accessories to go with Packet radio system and Section 5 is updated HAM equipment for Northeastern Rural Health Clinic. **Where:** This project will benefit the three counties that make up the Tri-HCC and the medical facilities as well as local health departments. **When:** This project will benefit all three counties once the items are purchased and the training has been completed. **Why:** Redundant communication is vital during an emergency or disaster and amateur radio is one of the better options if mainstream communications are unavailable, especially in our large mountainous geographical terrain. Plumas, Sierra and Lassen counties have had numerous occasions of interrupted communications within each of the counties and have used the Ham Operators effectively and now that we have 3 counties in our coalition it is

**Robinson, Debbie**

**From:** Beatley, Lori  
**Sent:** Tuesday, November 13, 2018 7:16 PM  
**To:** Venable, Tina; Robinson, Debbie; Revene, Zach  
**Subject:** Fwd: Plumas: Local Project Funded with HPP

Wahoo. So excited !!  
Sent from my iPhone

Begin forwarded message:

**From:** "Shennen, Brook@CDPH" <[Brook.Shennen@cdph.ca.gov](mailto:Brook.Shennen@cdph.ca.gov)>  
**Date:** November 13, 2018 at 4:32:41 PM PST  
**To:** "Beatley, Lori (PLUMAS)" <[LoriBeatley@countyofplumas.com](mailto:LoriBeatley@countyofplumas.com)>  
**Cc:** "Viramontes-Maddox, Frances@CDPH" <[Frances.Viramontes-Maddox@cdph.ca.gov](mailto:Frances.Viramontes-Maddox@cdph.ca.gov)>, "Pacheco, Joseph@CDPH" <[Joseph.Pacheco@cdph.ca.gov](mailto:Joseph.Pacheco@cdph.ca.gov)>, "Fares, Raaz@CDPH" <[Raaz.Fares@cdph.ca.gov](mailto:Raaz.Fares@cdph.ca.gov)>, "Gurganus, Gregory@CDPH" <[Gregory.Gurganus@cdph.ca.gov](mailto:Gregory.Gurganus@cdph.ca.gov)>  
**Subject:** Plumas: Local Project Funded with HPP

Hello,

We are pleased to inform you that your local *HCC HAM Equipment* project funded with HPP funds has been approved for funding in the amount of \$14,500 for FY 2018/19. Please revise your approved FY 2018/19 detailed HPP budget to add \$14,500 and submit by COB Thursday, November 15, 2018 to LHBTProg@cdph.ca.gov and cc your Contract Manager. Plumas has until June 2019 to complete their expenditures for this project.

If you have any questions please contact your Contract Manager.

Regards,  
Brook Shennen  
Chief, Local Emergency Preparedness Section  
Emergency Preparedness Office | California Department of Public Health  
T: 916 445-9194 C: 916 346-0779 [LHBTProg@cdph.ca.gov](mailto:LHBTProg@cdph.ca.gov)  
<https://www.cdpb.ca.gov/>



# Plumas County Public Health Agency

JB2

Andrew Woodruff, MPH, Director

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

Mark Satterfield, M.D, Health Officer

**Date:** March 11, 2019

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Cc:** Nancy Selvage

**Agenda:** Item for April 2, 2019

**Recommendation:** Approve the attached Resolution to Amend the FY 2018-2019 County Personnel Allocation in Budget Unit 20640 (Veteran's Services) to include a .70 FTE Veterans Service Representative I/II position and Direct Human Resources to recruit and fill the position.

**Background:** The State of California, through the California Department of Veterans Affairs (CDVA) provides funds of the current Plumas County Veterans Services Office budget. This revenue is generated through three State implemented programs: County Subvention, Medi-Cal Cost Avoidance (MCCA) and the Veterans Service Office Fund (VSOF), and are distributed through the California Department of Veterans Affairs. As all fifty-eight Counties participate equally in these revenue programs, actual revenue per County can fluctuate dramatically from year to year depending on the workload and other factors of each office during each reporting period.

The Veterans Services Representative assists with administering and providing a program of Veteran's Services and benefits as provided by Federal, State and local agency monies and regulations; to learn and assist with counseling and advising veterans and dependents on their benefits in Plumas County as well as critical outreach activities.

Without this position there will be a serious shortage of available staff to meet essential outreach services. It is critical that this position be filled in order to meet state mandates and services to veterans of Plumas County.

**Fiscal Impact:** There will be no impact on the county general fund for the remainder of this fiscal year as this position will be paid from MHSA and VSO Contract funding left over from the Veterans Services Officer and Veterans Representative whom are both retiring in April. Public Health will budget this position in the next FY using the same funding streams.

A copy of the critical staffing request, five year salary projection and organizational chart is attached for your review.

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

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

**RESOLUTION AMENDING THE 2018-2019 COUNTY PERSONNEL ALLOCATION  
FOR VETERAN'S SERVICE'S BUDGET UNIT 20640, EFFECTIVE APRIL 2, 2019.**

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

**WHEREAS**, these positions are necessary in the daily operational needs of the Public Health Agency, Veterans Services Programs; and

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

The County's Personnel Allocation is amended to reflect the following:

Budget Unit 20640	Current	Proposed	Final
Veteran's Services Representative I/II	0.00	0.70	0.70

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 2<sup>nd</sup> day of April, 2019 by the following vote:

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

---

Chair, Board of Supervisors

---

Clerk, Board of Supervisors

## CRITICAL STAFFING REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: April 2, 2019

DEPARTMENT TITLE: Veterans Services Office

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: 20640 .70 FTE

POSITION TITLES: .70 FTE Veterans Services Representative I/II

ARE POSITIONS CURRENTLY ALLOCATED? YES        NO X

- **Is there a legitimate business, statutory or financial justification to fill the position?**
- **Why is it critical that this position be filled at this time?**
- **How long has the position been vacant?**

*This position assists with administering and providing a program of Veteran's Services and benefits as provided by Federal, State and local agency monies and regulations; to learn and assist with counseling and advising veterans and dependents on their benefits in Plumas County.*

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

*This position is budgeted and funded in the current year. Any position that is not filled permanently could be filled by extra help by moving regular wages to other wage.*

*There are many technical aspects to Veterans Services vacant positions that require extensive training. We are not in a position to expend resources to train non-permanent staff on an ongoing basis.*

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

*Compared to regional counties and counties of similar size, we have a very small veteran's services staff.*

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

*Lack of compliance with state and federal funds.*

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

*Not filling the position will cost the department funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to local residents. We will also experience material losses in delays in billing and revenue, exacerbating cash flow issues.*

- **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?**

*Funding cuts have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.*

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

*No.*

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

*No.*

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

*N/A. This requested position is fully funded by contract for the 19-20 fiscal year. Filling this position helps Veterans Services draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.*

- **Does the department have a reserve? If yes, provide the activity of the departments reserve account for the last three years.**

*No*

FY 2018/19

20640

VETERANS  
APPROVED BUDGET

DEPT	Account	Account Title	Budget
20640	51000	REGULAR WAGES	54,322.00
20640	51020	OTHER WAGES	45,060.00
20640	51060	Overtime	-
20640	51070	UNEMPLOYMENT INSURANCE	85.00
20640	51080	RETIREMENT	12,277.00
20640	51081	OPEB	4,161.00
20640	51090	GROUP INSURANCE	2,400.00
20640	51100	FICA/MEDICARE OASDI	7,786.00
20640	51110	COMPENSATION INSURANCE	1,529.00
20640	520201	PHONE - LAND LINE (S)	500.00
20640	520250	Copy Machine	250.00
20640	520902	Vehicle Maint	500.00
20640	521600	Memberships	2,000.00
20640	521800	Office Expense	1,000.00
20640	523000	PROMOTIONAL MATERIALS	-
20640	525119	LIABILITY SELF-FND INS	506.00
20640	525250	Outreach	5,000.00
20640	527400	In County Travel	1,000.00
20640	527500	TRAVEL- OUT OF COUNTY	3,000.00
<b>Total Expenses</b>			141,376.00

## Revenue

20640	44220	St- Aid Veterans	34,000.00
20640	44220P	St- Aid Veterans	22,604.00
20640	48000	MHSA from MH	58,938.00

Less Prior Year Revenue (22,604.00)

**Total Revenue** 92,938.00

GF Contribution 48,438.00

**Prior Year Revenue (A/R)** **141,376.00**

Diff

**FY 2018/19 Actual Payroll Expense**

**Veterans - 20640**

Employees	Regular Wages	Other Wages	Overtime Pay	Unemployment Insurance	Retirement	OPEB Liability	Group Insurance	OASDI	Compensation Insurance	Liability Insurance	Total Benefits	Salaries & Benefits
	51000	51020	51060	51070	51080	51081	51090	51100	51110	525119	3,288.70	21,703.32
<b>Quarter 1</b>												
Extra Help Marina Czuprynski	0.00	4,975.02	0.00	0.00	1,137.93	0.00	0.00	380.56	0.00	0.00	380.56	5,355.58
	13,439.60	4,975.02	0.00	0.00			700.00	1,450.77	0.00	0.00	3,288.70	21,703.32
<b>Quarter 2</b>												
Extra Help VSO - June 2018 - Apr 2019	44.82	4,359.49	0.00	12.07	0.00	591.11	0.00	402.05	217.21	71.88	1,294.32	5,698.63
	13,902.24	851.58	0.00	30.43	1,177.11	1,489.39	660.00	1,114.00	547.29	181.12	5,199.34	19,953.16
	13,947.06	5,211.07	0.00	42.50	1,177.11	2,080.50	740.00	1,522.17	764.50	253.00	6,579.78	25,737.91
<b>Quarter 3 &amp; 4</b>												
VSO - Jan-June 2019	23,941.61	0.00	0.00	16.80	2,027.19	822.51	3,747.60	1,846.97	302.24	100.02	13,863.33	37,804.94
Extra Help VSO - June 2018 - Apr 2019	0.00	6,748.40	0.00	7.16	0.00	350.71	0.00	516.25	128.87	42.65	1,045.64	7,794.04
	17,693.76	0.00	0.00	18.53	1,498.14	907.28	640.00	1,400.62	333.39	110.33	4,908.29	22,602.05
.70 VSR Apr 15th -Jun	41,635.37	6,748.40	0.00	42.50	3,525.33	2,080.50	4,307.60	3,757.72	764.50	253.00	19,731.14	68,114.91
PERS Lump Sum Payment at YE					1,595.67		1,287.00	543.66			3,426.33	10,486.83
						5,000.00					5,000.00	5,000.00
<b>County Fiscal Year Total Yearend</b>												
Budget	76,082.53	16,934.49	0.00	85.00	12,436.03	4,161.00	7,034.60	7,274.32	1,529.00	506.00	38,025.95	115,556.14
Diff	54,321.68	45,060.00		85.00	12,276.70	4,161.00	2,400.00	7,786.29	1,529.00	506.00		
	(21,760.85)	28,125.51	0.00	0.00	(159.33)	0.00	(4,634.60)	511.97	0.00	0.00	\$ 2,032.70	
												Balance at Year end

FY 2019/20 **20640** VETERANS

DEPT	Account	Account Title	Budget
20640	51000	REGULAR WAGES	73,735.48
20640	51020	OTHER WAGES	
20640	51060	Overtime	-
20640	51070	UNEMPLOYMENT INSURANCE	2,199.00
20640	51080	RETIREMENT	16,664.22
20640	51081	OPEB	696.00
20640	51090	GROUP INSURANCE	14,990.40
20640	51100	FICA/MEDICARE OASDI	5,677.63
20640	51110	COMPENSATION INSURANCE	1,422.00
20640	520201	PHONE - LAND LINE (S)	850.00
20640	520250	Copy Machine	250.00
20640	520902	Vehicle Maint	1,500.00
20640	521600	Memberships	2,000.00
20640	521800	Office Expense	1,500.00
20640	523000	PROMOTIONAL MATERIALS	-
20640	525119	LIABILITY SELF-FND INS	378.00
20640	525250	Outreach	8,013.00
20640	527400	In County Travel	500.00
20640	527500	TRAVEL- OUT OF COUNTY	7,000.00
		<b>Total Expenses</b>	<b>137,375.73</b>

#### Revenue

20640	44220	St- Aid Veterans	30,000.00
20640	48000	MHSA from MH	58,938.00

**Total Revenue** **88,938.00**

**GF Contribution** **48,437.73**

137,375.73

Diff

**1819 GF Contribution \$48,438**

## Projected Salaries for FY 2019/20

Employee Name 1st, First Last, Middle, Last	Range & Step	FTE	PP in Step	Pay rate B/w	51000 Regular Wages	51020 Other Wages	51081 OPEB 696.00	51070 UI 2,199.00	51080 PERS 0.226600	51090 Grp. Ins. 0.077	51100 FICA-Perm 0.077	51110 W/wC 1,422.00	Total Benefits	Benefit Rate	Total Salaries/Benefits	
2273B	1,000	13.00	1,909.60	24,824.80				480.37	1,517.71	5,610.40	7,495.20	1,911.51	981.44	17,996.63		
2273C	1,000	13.00	2,005.08	26,066.04						5,890.93		2,007.09	7,898.01		33,964.05	
	<b>26.00</b>	<b>1,909.60</b>	<b>50,890.84</b>					<b>480.37</b>	<b>1,517.71</b>	<b>11,501.33</b>	<b>7,495.20</b>	<b>3,918.59</b>	<b>981.44</b>	<b>25,894.64</b>		<b>76,755.48</b>
1494B	0.700	26.00	1,255.20	22,844.64				215.63	681.29	5,162.89	7,495.20	1,759.04	440.56	15,754.61		38,599.25
	<b>26.00</b>	<b>1,255.20</b>	<b>22,844.64</b>					<b>215.63</b>	<b>681.29</b>	<b>5,162.89</b>	<b>7,495.20</b>	<b>1,759.04</b>	<b>440.56</b>	<b>15,754.61</b>		<b>38,599.25</b>
<b>GRAND TOTAL SALARIES &amp; BENEFITS</b>					<b>696.00</b>	<b>2,199.00</b>									<b>115,384.73</b>	
															<b>115,384.73</b>	

FY 2020/21 **20640** VETERANS

DEPT	Account	Account Title	Budget
20640	51000	REGULAR WAGES	77,156.56
20640	51020	OTHER WAGES	
20640	51060	Overtime	-
20640	51070	UNEMPLOYMENT INSURANCE	2,199.00
20640	51080	RETIREMENT	17,437.38
20640	51081	OPEB	696.00
20640	51090	GROUP INSURANCE	14,990.40
20640	51100	FICA/MEDICARE OASDI	5,941.06
20640	51110	COMPENSATION INSURANCE	1,422.00
20640	520201	PHONE - LAND LINE (S)	850.00
20640	520250	Copy Machine	250.00
20640	520902	Vehicle Maint	1,500.00
20640	521600	Memberships	2,000.00
20640	521800	Office Expense	1,500.00
20640	523000	PROMOTIONAL MATERIALS	-
20640	525119	LIABILITY SELF-FND INS	378.00
20640	525250	Outreach	5,655.00
20640	527400	In County Travel	400.00
20640	527500	TRAVEL- OUT OF COUNTY	5,000.00
		<b>Total Expenses</b>	<b>137,375.40</b>

#### Revenue

20640	44220	St- Aid Veterans	30,000.00
20640	48000	MHSA from MH	58,938.00

**Total Revenue** **88,938.00**

**GF Contribution** **48,437.40**

137,375.40

**1819 GF Contribution \$48,438**

-

Projected Salaries for FY 2020/21

Projected Salaries for FY 2020/21

FY 2021/22

**20640 VETERANS**

DEPT	Account	Account Title	Budget
20640	51000	REGULAR WAGES	80,730.31
20640	51020	OTHER WAGES	
20640	51060	Overtime	-
20640	51070	UNEMPLOYMENT INSURANCE	2,199.00
20640	51080	RETIREMENT	18,245.05
20640	51081	OPEB	696.00
20640	51090	GROUP INSURANCE	14,990.40
20640	51100	FICA/MEDICARE OASDI	6,216.23
20640	51110	COMPENSATION INSURANCE	1,422.00
20640	520201	PHONE - LAND LINE (S)	850.00
20640	520250	Copy Machine	250.00
20640	520902	Vehicle Maint	1,500.00
20640	521600	Memberships	2,000.00
20640	521800	Office Expense	1,500.00
20640	523000	PROMOTIONAL MATERIALS	-
20640	525119	LIABILITY SELF-FND INS	378.00
20640	525250	Outreach	5,000.00
20640	527400	In County Travel	400.00
20640	527500	TRAVEL- OUT OF COUNTY	5,000.00
		<b>Total Expenses</b>	<b>141,377.00</b>

**Revenue**

20640	44220	St- Aid Veterans	30,000.00
20640	48000	MHSA from MH	58,938.00

**Total Revenue 88,938.00****GF Contribution 52,439.00**

141,377.00

**1819 GF Contribution \$48,438****Additional GF needed \$4,000**

## Plumas County Veterans

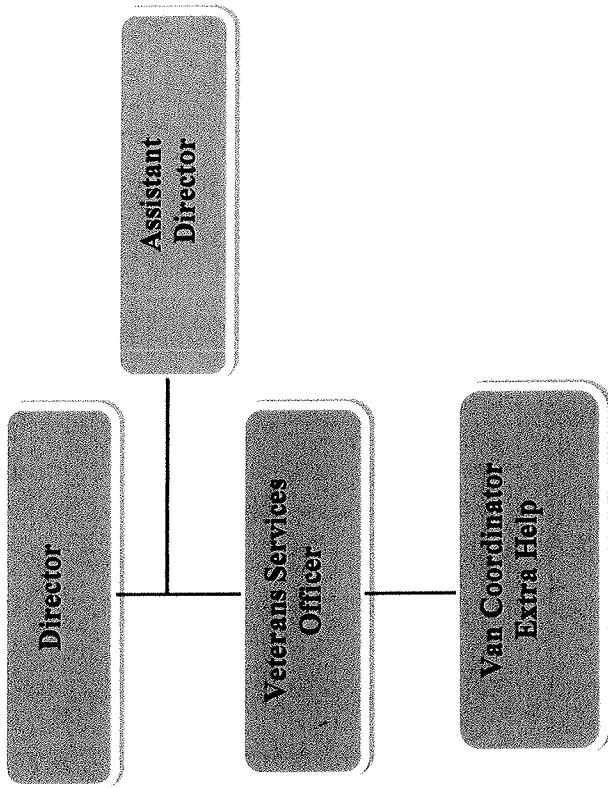
20640

## Projected Salaries for FY 2021/22

Employee Name Last, First <i>ferit 1-7-2022</i>	Range & Step	FTE	PP in Step	Pay rate B/W	51000 Regular Wages	51020 Other Wages	51081 OPEB	51070 UI	51080 PERS 0.22600	51090 Grp. Ins. 0.077	51100 FICA, Perm 0.077	51110 W/wC 1.422.00	Total Benefits	Benefit Rate	Total Salaries/Benefits	
<i>ferit 1-7-2022</i>	2273D	1,000	13.00	2,106.40	27,383.20	483.96	1,529.07	6,188.60	7,495.20	2,108.51	988.78	18,794.12	46,177.32			
	2273E	1,000	13.00	2,211.72	28,752.36							2,213.93	8,711.97	37,484.33		
<i>ferit 1-7-2022</i>	<b>26.00</b>	<b>2,106.40</b>	<b>56,135.56</b>	-	<b>483.96</b>	<b>1,529.07</b>	<b>12,686.64</b>	<b>7,495.20</b>	<b>4,322.44</b>	<b>988.78</b>	<b>27,506.09</b>	-	<b>83,641.65</b>			
<i>ferit 1-7-2022</i>	1494C	0.700	13.00	1,318.40	11,997.44	212.04	326.80	2,711.42	7,495.20	923.80	211.33	11,880.58	23,878.02			
	1494D	0.700	13.00	1,384.32	12,597.31							969.99	3,816.99	16,414.30		
	<b>26.00</b>	<b>2,702.72</b>	<b>24,594.75</b>	-	<b>212.04</b>	<b>326.80</b>	<b>5,558.41</b>	<b>7,495.20</b>	<b>1,893.80</b>	<b>211.33</b>	<b>15,697.57</b>	-	<b>40,232.32</b>			
<b>GRAND TOTAL SALARIES &amp; BENEFITS</b>																
					<b>80,730.31</b>	-	<b>696.00</b>	<b>1,855.86</b>	<b>18,245.05</b>	<b>14,990.40</b>	<b>6,216.23</b>	<b>1,200.11</b>	<b>43,203.66</b>	-	<b>123,933.97</b>	
															<b>123,933.97</b>	

PLUMAS COUNTY PUBLIC HEALTH AGENCY  
VETERANS SERVICES DIVISION

5



2c



OFFICE OF THE  
**COUNTY COUNSEL**  
COUNTY OF PLUMAS

Plumas County Courthouse  
520 Main Street, Room 301  
Quincy, California 95971-9115

**R. CRAIG SETTLEMIRE**  
COUNTY COUNSEL  
GRETCHEN STUHR  
DEPUTY COUNTY COUNSEL  
MARI SNYDER  
PARALEGAL/SMALL CLAIMS ADVISOR

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

**MEMORANDUM**

**Date:** March 25, 2019

**To:** Honorable Members of the Plumas County Board of Supervisors and to  
Honorable Members of the Board of Directors of the Plumas County Flood  
Control and Water Conservation District.

**From:** R. Craig Settlemire, County Counsel

A handwritten signature of R. Craig Settlemire in black ink.

**Re:**

- 1) Contract for Legal Services among Central Delta Water Agency, Contra Costa County Water Agency, Plumas County Flood Control and Water Conservation District and the Counties of Contra Costa, San Joaquin, Solano, Yolo, Butte, and Plumas and the Freeman Firm;
- 2) Contract for Legal Services among Central Delta Water Agency, Contra Costa County Water Agency, Plumas County Flood Control and Water Conservation District and the Counties of Contra Costa, San Joaquin, Solano, Yolo, Butte, and Plumas and the Law Office of Roger B. Moore; and
- 3) Approve and authorize the Chair to sign Joint Defense and Fee Allocation Agreement (*California Department of Water Resources v. All Persons Interested in the Matter, etc.*), Sacramento County Superior Court Case No. 34-2018-00246183; discussion and possible action

**Recommended Action:**

That the Plumas County Board of Supervisors and the Board of Directors of the Plumas County Flood Control and Water Conservation District approve and authorize the Chair to sign the above-referenced agreements in connection with the litigation entitled, "*California Department of Water Resources v. All Persons Interested in the Matter, etc.*", Sacramento County Superior Court Case No. 34-2018-00246183 (the "SWP Contract Validation Action").

**Background:**

As your Board is aware, Plumas County and the Plumas County Flood Control and Water Conservation District are both parties in opposition to the California Department of Water Resources' (DWR) legal action filed in Sacramento Superior Court seeking validation of bonds to be issued in connection with the financing of the Delta tunnels

(also known as “WaterFix”). Judgments in validation actions are binding on all issues raised, or that could have been raised, even on those who choose not to participate.

In December 2018, DWR authorized the “contract extension” amendments to the State Water Project (SWP) contracts, and filed another action in Sacramento Superior Court to validate them (this “SWP Contract Validation Action”). In addition to extending the SWP contracts until 2085, they would remove restrictions on *covered facilities* that would otherwise exclude bond revenue debt for WaterFix. In approving the “extension” amendments, DWR ignored criticism from the Delta Counties Coalition and Delta legislative caucus, among others, that DWR’s central purpose in pushing these amendments was to remove obstacles to financing the Delta tunnels. Plumas, together with Butte, has consistently taken the position that north-of-Delta state water project contractors (such as our own Plumas County Flood Control and Water Conservation District which receives water from Lake Davis) should not bear any portion of WaterFix tunnel costs that provide no benefit. Your Board authorized Plumas County and the Plumas County Flood and Water Conservation District to comment extensively on the proposed “extension” amendments, and those comments were similarly ignored.

In order to preserve the opportunity to participate in the SWP Contract Validation Action, your Board authorized Plumas County and the Flood Control District to join with Butte, Contra Costa, San Joaquin, Solano, and Yuba counties (and where applicable, their respective dependent water agencies) and the Central Delta Water Agency to file a joint answer in the proceeding by the February 25, 2019, deadline. Doing so prevents DWR from claiming that contract issues relating to the tunnels can be addressed in separate proceedings in which the counties have asserted no interest. It also serves as insurance in the event contract-based objections to tunnel debt are not fully addressed in the WaterFix Bond Validation Action.

#### **Discussion:**

The accompanying documents formalize the arrangements by which Plumas County and the Plumas County Flood Control and Water Conservation District participate as parties in this second DWR validation action. It is essentially the same arrangement as with the first bond validation action; namely, a joint defense agreement with the same counties and water agencies, and legal services agreements with the same two law firms that are jointly representing the counties and the water agencies. There will be a substantial savings since the legal fees will be divided seven ways. The two law firms have highly specialized experience and capacity in the areas of water law, public facilities and financing that is necessary for this complex litigation.

It is respectfully recommended that your Board approve the accompanying joint defense agreement and legal services agreements by a four-fifths vote (Gov. C. sec. 25203, hiring outside legal counsel).

**END OF MEMORANDUM**

**CONTRACT FOR LEGAL SERVICES AMONG  
CENTRAL DELTA WATER AGENCY, CONTRA COSTA COUNTY WATER AGENCY,  
PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,  
AND THE COUNTIES OF CONTRA COSTA, SAN JOAQUIN, SOLANO, YOLO,  
BUTTE, AND PLUMAS AND THE FREEMAN FIRM**

*California Department of Water Resources v. All Persons Interested in the Matter, etc.,  
Sacramento County Superior Court Case No. 34-2018-00246183*

1. Parties and Effective Date. Effective January 1, 2019 (“Effective Date”), this contract is entered into by and among County of Butte, a political subdivision of the State of California (“Butte”), the County of Contra Costa, a political subdivision of the State of California, and the Contra Costa County Water Agency, a body politic and corporate, (together, “Contra Costa”), the County of Plumas, a political subdivision of the State of California, and the Plumas County Flood Control and Water Conservation District (together, “Plumas”), the County of San Joaquin, a political subdivision of the State of California (“San Joaquin”), the County of Solano, a political subdivision of the State of California (“Solano”), the County of Yolo, a political subdivision of the State of California (“Yolo”), the Central Delta Water Agency, a body corporate and politic (“Central Delta”), (collectively, the “Agencies” and each an “Agency”), and the FREEMAN FIRM, a Professional Law Corporation, dba FREEMAN, D’AIUTO, PIERCE, GUREV, KEELING & WOLF (“Firm”). The Agencies and the Firm are sometimes referred to herein together as “Parties” and each as a “Party.” The Parties mutually agree as follows:

2. Term. The term of this contract shall be from the effective date through the completion of the matters described in Section 3 below, unless sooner terminated as provided herein. This contract supersedes all previous contracts, if any, between or among the Parties hereto concerning the subject of this contract.

3. The Firm’s Obligations.

(a) Scope of Representation. As directed by the Agencies’ in-house attorneys and general counsels, the Firm shall:

1. Provide legal representation to the Agencies in the State Water Project Contract Amendment-Extension Validation Action filed on December 11, 2018, by the California Department of Water Resources in Sacramento County Superior Court, entitled *California Department of Water Resources v. All Persons Interested in the Matter, etc.*, Sacramento County Superior Court Case No. 34-2018-00246183 (the “SWP Contract Validation Action”);
2. Perform all legal research, prepare all pleadings, briefs, and filings, assemble the administrative record, and complete any other tasks related to the representation of the Agencies in the SWP Contract Validation Action;
3. Provide each Agency an opportunity to review, comment on, edit, and revise all written pleadings and materials pertaining to the SWP Contract Validation Action, to the extent practicable, before filing or submitting the written pleadings and materials on behalf of one or more of the Agencies;
4. Confer with the Agencies’ in-house attorneys on litigation strategy and all other

5. matters relevant to the SWP Contract Validation Action; and

5. Advise the Agencies of all hearings and other appearances in the SWP Contract Validation Action, and, unless directed otherwise by the Agencies, attend all hearing and court appearances on behalf of the Agencies.

(b) The Firm's member Thomas H. Keeling shall have the primary responsibility for rendering services for the Firm under this contract. However, certain assignments may be delegated to other attorneys at the Firm who are qualified and competent to provide the professional legal services engaged hereunder. No major decision concerning the SWP Contract Validation Action, any commitment for substantial expenditure, or the hiring of a consultant is to be made without the prior approval of the Agencies' in-house attorneys and general counsels, which may be subject to the prior approval of the Agencies' governing bodies.

(c) The Firm cannot and does not guarantee the outcome of the SWP Contract Validation Action or any related litigation or non-litigation matter. Neither this contract nor any term herein or in the Firm's or its attorneys' other statements to the Agencies, express or implied, shall be construed as a guarantee about the outcome of the SWP Contract Validation Action or any related matter.

4. Compensation.

(a) Fees. In consideration of the Firm's provision of services under this contract, the Firm shall charge the following hourly rates:

Partner	\$325/hour
Associate	\$250-\$325/hour
Paralegal	\$90.00/hour

Exhibit A to this contract sets forth the names of the Firm's current attorneys and paralegals and their current hourly rates. During the term of this contract, Exhibit A may be replaced whenever necessary to reflect staffing changes at the Firm, provided that Firm employees' hourly rates do not exceed the hourly rates set forth above. The Firm shall not adjust any of these hourly rates until after (a) the Firm provides at least 60 days' advance written notice to the Agencies regarding the proposed adjustment, and (b) the Agencies approve the proposed adjustment.

(b) Expenses. The Firm shall be entitled to reimbursement of the following expenses incurred while performing services under this contract:

- (1) Automobile mileage at the then-current IRS rate (currently \$0.56 per mile);
- (2) Parking, lodging, and meals at actual costs; and
- (3) Messenger and delivery services, computerized research, videotape recording, conference call services, and court costs and filing fees, postage, long distance telephone charges, facsimile transmission, photocopying costs, and similar

expenses at actual cost incurred.

5. Billing and Payment. The Firm shall bill in fifteen-minute increments for services provided under this contract. The Firm shall charge each of the Agencies one-seventh (1/7) of the Firm's attorney's fees and expenses incurred under this contract. The Firm shall submit to each Agency, through that Agency's in-house attorney's office or general counsel's office, a properly documented demand for payment monthly, in the form and manner prescribed by the Agencies. The Firm shall include with its demand to each Agency a copy of each demand sent to each other Agency, unless the same demand is sent to all of the Agencies. Each demand for payment shall itemize the type of services performed under this contract related to the SWP Contract Validation Action, the date the services were performed, who performed the services, the amount of time spent on such services, the total fees and charges incurred, and the total to be paid individually by each Agency. Each Agency will remit payment to the Firm within 60 days of receipt of a billing statement.

6. Independent Contractor Status. This contract is by and among independent contractors and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association.

7. Subcontract and Assignment. The Firm may not subcontract any of the work or assign any of his rights or obligations under this contract without prior written consent of the Agencies.

8. Records. The Firm shall at all times keep a complete and thorough record of the time expended and services performed on behalf of Agencies and shall also make available to the Agencies for audit all such records maintained.

9. Indemnification. The Firm shall defend, indemnify, save, and hold harmless each Agency and its officers and employees from any and all claims, costs, and liability for any damages, injury, or death arising directly or indirectly from or connected with the services provided hereunder due to claimed or alleged to be due to negligent or wrongful acts, errors, or omissions of the Firm or any person under its control, save and except claims or litigation arising through the sole negligence or willful misconduct of any Agency or its officers or employees, and will make good to and reimburse each Agency for any expenditures, including reasonable attorney's fees, the Agency may make by reason of such matters. The obligations contained in this section shall survive the termination of this contract.

10. Insurance. The Firm shall maintain malpractice insurance throughout the term of this contract.

11. Fee Disputes. While the Firm does not anticipate any disputes about the quality of legal services rendered or the cost of those services, if any such disputes should arise the Firm's policy is to promptly and equitably address disagreements with the Agencies. The Agencies have the right to submit any dispute regarding the Firm's fees to the local bar association pursuance to California Business & Professions Code section 6200 et seq.

12. Conflicts of Interest.

- (a) Avoiding Conflicts. The Firm and members of the Firm's staff shall avoid any actual or potential conflicts of interest. The Firm agrees to notify each Agency immediately of any case or situation which may involve an actual or potential conflict of interest for Agency's review and decision.
- (b) Joint Representation. Notwithstanding Section 12.(a), above, Agencies are informed and understand that each Agency may disagree with the intent, strategy, or instruction to the Firm of one or more other Agencies related to the SWP Contract Validation Action, including but not limited to, settlement negotiations, pretrial motions, legal arguments and theories, and communications with opposing parties. Each Agency acknowledges and consents to such potential conflicts in the representation and agrees to work cooperatively with each other and the Firm to resolve any such conflict. However, each Agency expressly reserves the right to file its own pleading if there is substantial disagreement among the Agencies regarding the content of a proposed pleading.
- (c) Adverse Litigation. The Firm and the Agencies agree that a lawsuit filed by the Firm on behalf of a third party against any Agency during the term of the Firm's representation of that Agency under this contract would create an actual conflict of interest, and the Firm shall not file such a lawsuit without the informed written consent of each Agency that would be a party to such litigation.

13. Termination.

- (a) This contract may be terminated by an Agency, at its sole discretion, upon written notice to the Firm and the other Agencies. Should any Agency exercise termination of the contract pursuant to Section 13(a), or elect to retain alternate counsel, each Agency agrees that the Firm may continue to represent the other Agencies in the SWP Contract Validation Action and this contract shall survive and continue with respect to the non-terminating Agencies.
- (b) The Firm may terminate this contract as to any Agency upon 90 days prior written notice to the Agency provided the Agency is current on all billing invoices. If the Agency is delinquent on any billing invoice, the Firm may terminate this contract upon 60 days prior written notice, subject to any court authorization required. An Agency will be deemed delinquent if Agency has not paid a billing statement sent to that Agency within 60 days of receipt, as long as that billing statement is not the subject of a dispute between the Agency and the Firm.

14. Reports. The Firm shall comply with California Government Code section 7550.

15. Entire Agreement. This contract contains the entire agreement among the Parties hereto and all prior understandings or agreements, oral or written, of whatsoever nature regarding this matter are superseded and terminated by this contract and are hereby abrogated and nullified. This contract may not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

16. Counterparts. This contract may be executed in counterparts, each of which shall be deemed an original.

**COUNTY OF CONTRA COSTA &  
CONTRA COSTA COUNTY WATER  
AGENCY**

Sharon L. Anderson, County Counsel

**COUNTY OF SAN JOAQUIN**

By: \_\_\_\_\_  
Stephen M. Siptroth, Deputy County Counsel

By: \_\_\_\_\_  
J. Mark Myles, County Counsel

**COUNTY OF SOLANO**  
Dennis Bunting, County Counsel

**COUNTY OF YOLO**

By: \_\_\_\_\_  
Daniel M. Wolk, Deputy County Counsel

By: \_\_\_\_\_  
Philip Pogledich, County Counsel

**COUNTY OF BUTTE**

**COUNTY OF PLUMAS & PLUMAS  
COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Bruce Alpert, County Counsel

By: \_\_\_\_\_  
Craig Settlemire, County Counsel

**CENTRAL DELTA WATER AGENCY**

By: \_\_\_\_\_  
Dante Nomellini, General Counsel

**FREEMAN FIRM**

By: \_\_\_\_\_  
Thomas H. Keeling

Taxpayer Identification No.: \_\_\_\_\_

**Exhibit**

Exhibit A – The Freeman Firm Attorneys' & Paralegals' Names and Hourly Rates

**THE FREEMAN FIRM**  
**ATTORNEYS' & PARALEGALS' NAMES AND HOURLY RATES**

<b>Name</b>	<b>Hourly Rate</b>
Thomas H. Keeling	\$325
Franklin J. Brummett	\$325
Michael L. Gurev	\$325
Lee Roy Pierce	\$325
Arnold J. Wolf	\$325
Maxwell M. Freeman	\$325
Michael N. Morlan	\$295
John W. Viss	\$295
Toni Robancho	\$90
Laura Smith	\$90
Angela Yess	\$90

SMS

H:\Client Matters\Water Agency\DWR SWP Contract Extension Validation Action\SWP Contract Validation Action - Freeman Firm Contract - DRAFT 021519.docx

**CONTRACT FOR LEGAL SERVICES AMONG  
CENTRAL DELTA WATER AGENCY, CONTRA COSTA COUNTY WATER AGENCY,  
PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,  
AND THE COUNTIES OF CONTRA COSTA, SAN JOAQUIN, SOLANO, YOLO,  
BUTTE, AND PLUMAS AND THE LAW OFFICE OF ROGER B. MOORE**

***California Department of Water Resources v. All Persons Interested in the Matter, etc.,  
Sacramento County Superior Court Case No. 34-2018-00246183***

1. **Parties and Effective Date.** Effective January 1, 2019 (“Effective Date”), this contract is entered into by and among County of Butte, a political subdivision of the State of California (“Butte”), the County of Contra Costa, a political subdivision of the State of California, and the Contra Costa County Water Agency, a body politic and corporate, (together, “Contra Costa”), the County of Plumas, a political subdivision of the State of California, and the Plumas County Flood Control and Water Conservation District (together, “Plumas”), the County of San Joaquin, a political subdivision of the State of California (“San Joaquin”), the County of Solano, a political subdivision of the State of California (“Solano”), the County of Yolo, a political subdivision of the State of California (“Yolo”), the Central Delta Water Agency, a body corporate and politic (“Central Delta”), (collectively, the “Agencies” and each an “Agency”), and the Law Office of Roger B. Moore (“Firm”). The Agencies and the Firm are sometimes referred to herein together as “Parties” and each as a “Party.” The Parties mutually agree as follows:

2. **Term.** The term of this contract shall be from the effective date through the completion of the matters described in Section 3 below, unless sooner terminated as provided herein. This contract supersedes all previous contracts, if any, between or among the Parties hereto concerning the subject of this contract.

3. **The Firm’s Obligations.**

(a) **Scope of Representation.** As directed by the Agencies’ in-house attorneys and general counsels, the Firm shall:

1. Provide legal representation to the Agencies in the State Water Project Contract Amendment-Extension Validation Action filed on December 11, 2018, by the California Department of Water Resources in Sacramento County Superior Court, entitled *California Department of Water Resources v. All Persons Interested in the Matter, etc.,* Sacramento County Superior Court Case No. 34-2018-00246183 (the “SWP Contract Validation Action”);
2. Perform all legal research, prepare all pleadings, briefs, and filings, assemble the administrative record, and complete any other tasks related to the representation of the Agencies in the SWP Contract Validation Action;
3. Provide each Agency an opportunity to review, comment on, edit, and revise all written pleadings and materials pertaining to the SWP Contract Validation Action, to the extent practicable, before filing or submitting the written pleadings and materials on behalf of one or more of the Agencies;
4. Confer with the Agencies’ in-house attorneys on litigation strategy and all other matters relevant to the SWP Contract Validation Action; and

5. Advise the Agencies of all hearings and other appearances in the SWP Contract Validation Action, and, unless directed otherwise by the Agencies, attend all hearing and court appearances on behalf of the Agencies.

(b) The Firm's member Roger B. Moore shall have the primary responsibility for rendering services for the Firm under this contract. However, certain assignments may be delegated to other attorneys at the Firm who are qualified and competent to provide the professional legal services engaged hereunder. No major decision concerning the SWP Contract Validation Action, any commitment for substantial expenditure, or the hiring of a consultant is to be made without the prior approval of the Agencies' in-house attorneys and general counsels, which may be subject to the prior approval of the Agencies' governing bodies.

(c) The Firm cannot and does not guarantee the outcome of the SWP Contract Validation Action or any related litigation or non-litigation matter. Neither this contract nor any term herein or in the Firm's or its attorneys' other statements to the Agencies, express or implied, shall be construed as a guarantee about the outcome of the SWP Contract Validation Action or any related matter.

4. Compensation.

(a) Fees. In consideration of the Firm's provision of services under this contract, the Firm shall charge the following hourly rates:

Partner	\$325/hour
Associate	\$250-325/hour
Paralegal	\$90/hour

Exhibit A to this contract sets forth the names of the Firm's current attorneys and paralegals and their current hourly rates. During the term of this contract, Exhibit A may be replaced whenever necessary to reflect staffing changes at the Firm, provided that Firm employees' hourly rates do not exceed the hourly rates set forth above. The Firm shall not adjust any of these hourly rates until after (a) the Firm provides at least 60 days' advance written notice to the Agencies regarding the proposed adjustment, and (b) the Agencies approve the proposed adjustment.

(b) Expenses. The Firm shall be entitled to reimbursement of the following expenses incurred while performing services under this contract:

- (1) Automobile mileage at the then-current IRS rate (currently \$0.56 per mile);
- (2) Parking, lodging, and meals at actual costs; and
- (3) Messenger and delivery services, computerized research, videotape recording, conference call services, and court costs and filing fees, postage, long distance telephone charges, facsimile transmission, photocopying costs, and similar expenses at actual cost incurred.

5. Billing and Payment. The Firm shall bill in fifteen-minute increments for services provided under this contract. The Firm shall charge each of the Agencies one-seventh (1/7) of the Firm's attorney's fees and expenses incurred under this contract. The Firm shall submit to each Agency, through that Agency's in-house attorney's office or general counsel's office, a properly documented demand for payment monthly, in the form and manner prescribed by the Agencies. The Firm shall include with its demand to each Agency a copy of each demand sent to each other Agency, unless the same demand is sent to all of the Agencies. Each demand for payment shall itemize the type of services performed under this contract related to the SWP Contract Validation Action, the date the services were performed, who performed the services, the amount of time spent on such services, the total fees and charges incurred, and the total to be paid individually by each Agency. Each Agency will remit payment to the Firm within 60 days of receipt of a billing statement.

6. Independent Contractor Status. This contract is by and among independent contractors and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association.

7. Subcontract and Assignment. The Firm may not subcontract any of the work or assign any of his rights or obligations under this contract without prior written consent of the Agencies.

8. Records. The Firm shall at all times keep a complete and thorough record of the time expended and services performed on behalf of Agencies and shall also make available to the Agencies for audit all such records maintained.

9. Indemnification. The Firm shall defend, indemnify, save, and hold harmless each Agency and its officers and employees from any and all claims, costs, and liability for any damages, injury, or death arising directly or indirectly from or connected with the services provided hereunder due to claimed or alleged to be due to negligent or wrongful acts, errors, or omissions of the Firm or any person under its control, save and except claims or litigation arising through the sole negligence or willful misconduct of any Agency or its officers or employees, and will make good to and reimburse each Agency for any expenditures, including reasonable attorney's fees, the Agency may make by reason of such matters. The obligations contained in this section shall survive the termination of this contract.

10. Insurance. The Firm shall maintain malpractice insurance throughout the term of this contract.

11. Fee Disputes. While the Firm does not anticipate any disputes about the quality of legal services rendered or the cost of those services, if any such disputes should arise the Firm's policy is to promptly and equitably address disagreements with the Agencies. The Agencies have the right to submit any dispute regarding the Firm's fees to the local bar association pursuance to California Business & Professions Code section 6200 et seq.

12. Conflicts of Interest.

- (a) Avoiding Conflicts. The Firm and members of the Firm's staff shall avoid any actual or potential conflicts of interest. The Firm agrees to notify each Agency immediately of any case or situation which may involve an actual or potential conflict of interest for Agency's review and decision.
- (b) Joint Representation. Notwithstanding Section 12.(a), above, Agencies are informed and understand that each Agency may disagree with the intent, strategy, or instruction to the Firm of one or more other Agencies related to the SWP Contract Validation Action, including but not limited to, settlement negotiations, pretrial motions, legal arguments and theories, and communications with opposing parties. Each Agency acknowledges and consents to such potential conflicts in the representation and agrees to work cooperatively with each other and the Firm to resolve any such conflict. However, each Agency expressly reserves the right to file its own pleading if there is substantial disagreement among the Agencies regarding the content of a proposed pleading.
- (c) Adverse Litigation. The Firm and the Agencies agree that a lawsuit filed by the Firm on behalf of a third party against any Agency during the term of the Firm's representation of that Agency under this contract would create an actual conflict of interest, and the Firm shall not file such a lawsuit without the informed written consent of each Agency that would be a party to such litigation.

13. Termination.

- (a) This contract may be terminated by an Agency, at its sole discretion, upon written notice to the Firm and the other Agencies. Should any Agency exercise termination of the contract pursuant to Section 13(a), or elect to retain alternate counsel, each Agency agrees that the Firm may continue to represent the other Agencies in the SWP Contract Validation Action and this contract shall survive and continue with respect to the non-terminating Agencies.
- (b) The Firm may terminate this contract as to any Agency upon 90 days prior written notice to the Agency provided the Agency is current on all billing invoices. If the Agency is delinquent on any billing invoice, the Firm may terminate this contract upon 60 days prior written notice, subject to any court authorization required. An Agency will be deemed delinquent if Agency has not paid a billing statement sent to that Agency within 60 days of receipt, as long as that billing statement is not the subject of a dispute between the Agency and the Firm.

14. Reports. The Firm shall comply with California Government Code section 7550.

15. Entire Agreement. This contract contains the entire agreement among the Parties hereto and all prior understandings or agreements, oral or written, of whatsoever nature regarding this matter are superseded and terminated by this contract and are hereby abrogated and nullified. This contract may not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

16. Counterparts. This contract may be executed in counterparts, each of which shall be

deemed an original.

**COUNTY OF CONTRA COSTA &  
CONTRA COSTA COUNTY WATER  
AGENCY**

Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
Stephen M. Siptroth, Deputy County Counsel

**COUNTY OF SOLANO**  
Dennis Bunting, County Counsel

By: \_\_\_\_\_  
Daniel M. Wolk, Deputy County Counsel

**COUNTY OF BUTTE**

By: \_\_\_\_\_  
Bruce Alpert, County Counsel

**CENTRAL DELTA WATER AGENCY**

By: \_\_\_\_\_  
Dante Nomellini, General Counsel

**LAW OFFICE OF ROGER B. MOORE**

By: \_\_\_\_\_  
Roger B. Moore

Taxpayer Identification No.: \_\_\_\_\_

Exhibit

Exhibit A – Law Office of Roger B. Moore Attorneys' & Paralegals' Names and Hourly Rates

**LAW OFFICE OF ROGER B. MOORE**  
**ATTORNEYS' & PARALEGALS' NAMES AND HOURLY RATES**

<b>Name</b>	<b>Hourly Rate</b>
Roger B. Moore	\$325

SMS

H:\Client Matters\Water Agency\DWR SWP Contract Extension Validation Action\SWP Contract Validation Action - Moore Contract - DRAFT 021519.docx

## **JOINT DEFENSE AND FEE ALLOCATION AGREEMENT**

*California Department of Water Resources v. All Persons Interested in the Matter, etc.,  
Sacramento County Superior Court Case No. 34-2018-00246183*

This Joint Defense and Fee Allocation Agreement (“Agreement”) is entered into as of January 1, 2019 (“Effective Date”), by and among the County of Butte, a political subdivision of the State of California (“Butte”), the County of Contra Costa, a political subdivision of the State of California, and the Contra Costa County Water Agency, a body politic and corporate, (together, “Contra Costa”), the County of Plumas, a political subdivision of the State of California, and the Plumas County Flood Control and Water Conservation District (together, “Plumas”), the County of San Joaquin, a political subdivision of the State of California (“San Joaquin”), the County of Solano, a political subdivision of the State of California (“Solano”), the County of Yolo, a political subdivision of the State of California (“Yolo”), the Central Delta Water Agency, a body corporate and politic (“Central Delta”), and the Local Agencies of the North Delta (“LAND”). The forgoing entities are sometimes collectively referred to as the “Parties,” and each as a “Party.”

### **RECITALS**

A. The Parties are co-petitioners in the action entitled, *California Department of Water Resources v. All Persons Interested in the Matter, etc.*, Sacramento County Superior Court Case No. 34-2018-00246183 (the “Action”). In the Action, the State of California, Department of Water Resources (“DWR”) filed a complaint for validation related DWR’s extension and amendments of State Water Project water supply contracts with 29 entities. The contracts will have terms through 2085. DWR intends to use the water supply contracts as a form of security for WaterFix bond financing. The Action seeks a judgment validating the legal validity and factual accuracy of the water supply contracts. The Parties desire to oppose DWR in the Action.

B. The Parties are represented by their in-house attorneys and general counsels (collectively, the “In-House Attorneys” and each an “In-House Attorney”). All of the Parties, except LAND, will be represented in the Action by the same outside attorneys – Thomas H. Keeling of The Freeman Firm and Roger Moore of the firm Law Office of Roger B. Moore (together, the “Outside Attorneys”), and any associates or other firm attorneys working at their general direction. Oshe Meserve of the Soluri Meserve law firm (also “Outside Attorneys”), and any associates or other firm attorneys working at her general direction, will represent LAND and San Joaquin in the Action. The Parties desire to confirm their common interest in jointly defending the Action brought by DWR. By jointly defending the Action, the Parties expect that some of the results of their effort will result in sharing privileged information, and exchanging and developing privileged work product, including work product and information developed independently by a Party’s In-House Attorney. The Parties wish to do so without losing the protections afforded them by the attorney-client privilege, work product doctrine, common interest privilege/doctrine, and any other applicable privileges or doctrines that protect these materials. The Parties have a reasonable expectation of confidentiality that they desire to perpetuate. Therefore, this Agreement is entered into pursuant to the common interest doctrine, and the joint defense, pooled information, and common interest privileges.

C. The Parties also desire to address the terms of their cooperation for a common purpose in the Action, including but not limited to how Outside Attorneys' legal fees and costs will be paid during the Action.

## TERMS

The Parties agree as follows:

### 1. Confidential Materials

1.1 The Parties agree that any Confidential Materials exchanged among the Parties are and will be protected by the attorney work product doctrine, attorney-client privilege, common interest doctrine, and/or other applicable privileges, rules, and doctrines. For purposes of this Agreement, "Confidential Materials" includes, but is not limited to, all communications (including communications related to the Action made prior to the execution of this Agreement), factual materials, mental impressions, legal analyses, theories or strategies, memoranda, reports, notes, emails, or any other communications or documents protected from disclosure by the attorney-client privilege, work product privilege, deliberative process privilege, executive privilege, common-interest doctrine, joint prosecution/defense doctrine, privileges regarding mediation or settlement communications, or any other privilege or protection existing under state or federal law, and that are exchanged among the Parties or their respective counsel in connection with their cooperative efforts related to the Action. Public records that are shared or exchanged by the Parties are not Confidential Materials.

1.2 The sharing of Confidential Materials with other Parties, or affiliates of Parties, including current or past employees of Parties and the Parties' counsel, consultants, indemnitors, experts, vendors, or other persons retained to assist the Parties in the defense of the Litigation ("Party Affiliates"), shall not be construed as a waiver of any privilege or doctrine, such as the attorney work product doctrine, attorney-client privilege, common interest doctrine, and/or other applicable privileges, rules and doctrines. In addition, where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of shared documents.

1.3 Confidential Materials developed by the Parties, by the Outside Attorneys, and by the Parties' In-House Attorneys may be freely disclosed and circulated among the Parties and their Outside Attorneys without losing any privilege or other protection from disclosure. As to Confidential Materials produced separately or independently by a Party or Parties and/or their In-House Attorneys, nothing in this Agreement requires such Party or Parties to share those Confidential Materials with any other Party; and each such Party or Parties retain full discretion as to what such independently-produced Confidential Materials are disclosed through this Agreement. Each Party agrees it shall have no right to waive a privilege or doctrine of any other Party. And, as to Confidential Materials produced jointly by the Parties and/or their Outside Attorneys, the written agreement of all Parties who hold the privilege or doctrine must first be obtained before the privilege or doctrine attaching to those Confidential Materials may be deemed waived.

1.4 Each Party shall retain ownership and control of Confidential Materials it independently produces and provides another Party, and the Party receiving any Party's independently-produced Confidential Materials shall, upon demand of the producing Party, destroy or return to the producing Party the original and all copies (including electronic media).

1.5 The Parties further agree that a recipient Party of a disclosing Party's independently-produced Confidential Materials shall not use those materials for any purpose other than the joint defense of the Action.

1.6 Unless otherwise required by law, none of the Parties or Party Affiliates will disclose independently-produced Confidential Materials received from any other Party or Party Affiliate, or the contents thereof, to any other person without first obtaining written consent from the Party from which the materials are received. Unless otherwise required by law, none of the Parties or Party Affiliates will disclose Confidential Materials jointly developed by the Parties and/or their Outside Attorneys for the defense of this Action, or the contents thereof, without first obtaining written consent from all Parties. If any third-party requests or demands any Confidential Materials via a subpoena, discovery request, Public Records Act request, Contra Costa County Better Government Ordinance request, or otherwise, the Party receiving the request or demand shall notify all other Parties and the Outside Attorneys in writing as soon as practicable after receiving the request. If any Party or Party Affiliate determines that it is compelled by law to disclose information that is otherwise protected from disclosure under this Agreement, it shall: (a) give advance notice in writing and immediate notice by email to the other Parties and the Outside Attorneys of its determination; and (b) provide to the other Parties the opportunity to prevent such disclosure before the time by which the information is legally required to be disclosed.

1.7 Any inadvertent disclosure of any Confidential Materials by any Party or Party Affiliate shall not constitute a waiver of this Agreement, and any Party that inadvertently discloses, or whose Party Affiliate inadvertently discloses, any such Confidential Materials shall: (a) promptly advise the other Parties and the Outside Attorneys of the disclosure; and (b) request in writing the return of the Confidential Materials inadvertently disclosed.

1.8 Each Party may terminate this Agreement after: (a) giving five (5) days' advance written notification to the other Parties and the Outside Attorneys; and (b) returning any Confidential Materials in its possession to the Parties and/or Outside Attorneys that produced the Confidential Materials. Once notice is given and all Confidential Materials are returned, this Agreement shall no longer be operative as to the noticing Party, except as otherwise provided herein, and except that the Agreement shall continue to protect all disclosures of Confidential Materials made up to the time of termination.

1.9 The Parties agree that neither this Agreement, nor the actions of any Party or counsel to a Party pursuant to this Agreement, shall create any attorney-client relationship between any counsel and any Party that have not otherwise entered into an attorney-client relationship. The obligations under this paragraph shall survive the termination of this Agreement.

2. Joint Defense of the Action

2.1 The Parties' Outside Attorneys will assume overall responsibility to produce all pleadings and filings necessary to represent the Parties' interests in the Action; to secure the timely filing of all pleadings and other filings; and to appear as attorneys of record for the Parties at all court proceedings.

2.2 All Parties' In-House Attorneys will have a reasonable opportunity to review, edit, and comment on proposed pleadings before they are filed. The Parties acknowledge that they may disagree about the contents and form of a particular pleading. It is encouraged that the Parties cooperate, to the extent practicable, in the drafting and reviewing of pleadings, and it is encouraged that they give deference to their Outside Attorneys to determine the final form and content of all pleadings and written materials. Notwithstanding the foregoing, if a Party determines that a difference of opinion exists with respect to the content or substance of any pleading, that Party may, at its sole discretion, file a separate pleading, or it may file a joinder to join only in part of a pleading submitted on behalf of one or more of the remaining Parties. The Parties' In-House Attorneys will confer with the Outside Attorneys to decide on litigation strategy as the Action proceeds.

3. Allocation of Outside Attorneys' Fees and Costs

3.1 Legal Services Contracts with Outside Attorneys.

A. Freeman Firm. All of the Parties, except LAND, will enter into a legal services contract with The Freeman Firm, under which each such Party will pay one-seventh (1/7) of all attorney's fees and costs charged by The Freeman Firm for legal services performed in the Action.

B. Law Office of Roger B. Moore. All of the Parties, except LAND, will enter into a legal services contract with the Law Office of Roger B. Moore, under which each such Party will pay one-seventh (1/7) of all attorney's fees and costs charged by the Law Office of Roger B. Moore for legal services performed in the Action.

C. Soluri Meserve. San Joaquin and LAND will enter into a legal services contract with the Soluri Meserve law firm to allocate, between those two Parties, attorney's fees and costs charged by the law firm for legal services performed in the Action.

3.2 In-House Attorneys. Each of the Parties will be represented by their In-House Attorneys, who may participate in the preparation of pleadings, filings, correspondence, and other written materials, and who may appear on their clients' behalf at court proceedings in this Action. Each Party will be responsible for attorney's fees and costs charged by its In-House Attorneys.

3.3 Costs of Suit if Unsuccessful. If the Court taxes costs to the Parties under Code of Civil Procedure section 868 or otherwise requires the Parties to pay costs in the Action, each of the Parties will pay a pro-rata share of those costs.

3.4 Attorney's Fees if Successful. If the Parties are successful in the Action, they intend to file a motion for an award of Outside Attorneys' fees and In-House Attorneys' fees pursuant to Code of Civil Procedure section 1021.5, and they intend to seek an award of their costs of suit pursuant to Code of Civil Procedure sections 1032. If the Court awards Outside Attorneys' fees and costs, that fee and cost award will be allocated among the Parties in proportion to the percentage of the total amount of Outside Attorneys' fees and costs that each Party paid. Consistently with this provision, the Parties' contracts for legal services with Outside Attorneys may specify additional details on the procedures for distributing fees awarded and received for their work to the Parties and these attorneys. If the Court awards In-House Attorneys' fees, each Party will be entitled to the amount of In-House Attorneys' fees that the Court awards to that Party.

4. General Terms

4.1 This Agreement may be executed in counterparts, each of which shall be deemed an original.

4.2 Each person signing this Agreement represents that he or she has the authority to sign on behalf of his or her respective Party.

4.3 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be fully operative, to the extent possible.

4.4 This Agreement constitutes the entire agreement among the Parties with respect to the subjects of the Agreement, and it supersedes all prior or contemporaneous agreements, representations, and understandings with respect to the subjects of this Agreement.

4.5 No amendment, modification, or waiver of this Agreement shall be binding unless executed in writing and signed by the Parties.

4.6 This Agreement is binding upon the successors and assigns of each Party.

4.7 This Agreement shall be governed by the laws of the State of California.

[Remainder of Page Intentionally Left Blank – Signature on Next Page.]

**COUNTY OF CONTRA COSTA &  
CONTRA COSTA COUNTY WATER  
AGENCY**

Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
Stephen M. Siptroth, Deputy County Counsel

**COUNTY OF SOLANO**  
Dennis Bunting, County Counsel

By: \_\_\_\_\_  
Daniel M. Wolk, Deputy County Counsel

**COUNTY OF PLUMAS & PLUMAS  
COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Craig Settlemire, County Counsel

**CENTRAL DELTA WATER AGENCY**

By: \_\_\_\_\_  
Dante Nomellini, General Counsel

**COUNTY OF SAN JOAQUIN**

By: \_\_\_\_\_  
J. Mark Myles, County Counsel

**COUNTY OF YOLO**

By: \_\_\_\_\_  
Philip Pogledich, County Counsel

**COUNTY OF BUTTE**

By: \_\_\_\_\_  
Bruce Alpert, County Counsel

**LOCAL AGENCIES OF THE NORTH  
DELTA**

By: \_\_\_\_\_  
Stephen F. Heringer

SMS  
H:\Client Matters\Water Agency\DWR SWP Contract Extension Validation Action\DWR Contract Validation Joint Defense Agreement -  
Final.docx



# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

## AGENDA REQUEST

for the April 2, 2019 Meeting of the Plumas County Board of Supervisors

Date: March 25, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Introduce and Waive the First Reading of a proposed Ordinance Amending Sections of Chapter 6 of Title 5 of the Plumas County Code, pertaining to Outdoor Festivals. Discussion and possible action.

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

### Background:

It should be noted that this item was presented to the Board of Supervisors at the February 13, 2018 meeting, but the matter was deferred until a later date due to the absence of Robert Perreault.

It is also noted that Ordinance No. 15-1096 and Ordinance 16-1100, both titled “Outdoor Festival Ordinance”, were both adopted on January 6, 2015 and February 16, 2016, respectively. The ordinances have been codified in the Plumas County Code as Title 5, “Public Welfare,” Chapter 6, “Outdoor Festivals.”

Prior to 2015, the Outdoor Festival Ordinance, then in place, proved to be less than “user-friendly” for applicants as well as the several Departments having a stakeholder interest in the issuance of an Outdoor Festival Permit. As a result, constituents of the County that were impacted by County-permitted festival events often appeared before the Board of Supervisors, post event, to discuss various concerns. Accordingly, during 2014, various County department staff was assembled at the direction of the Board of Supervisors to consider and propose revisions to the existing Outdoor Festival Ordinance. The product of the 2014 committee activity was the revised Outdoor Festival Ordinance, as adopted by the Board of Supervisors on January 6, 2015.

At the time of the determination in 2014 as to which department would be designated to administer the proposed revised ordinance, the Director of Public Works (recognizing that development of a new permit application form was needed as well as creating a specific coordination procedure involving all stakeholder County departments) offered to administer the revised ordinance on a short-term basis, until such time that the new form and collaboration procedures were developed and implemented.

The Department of Public Works has been responsible for administration of the Outdoor Festival Ordinance since the passage of a revised ordinance in January 2015. Soon after enactment of the revised Ordinance in 2015, Public Works staff developed an Outdoor Festival Permit application form and established a detailed processing protocol. Attached is a copy of a “Festival Application Process Flow Chart” for your information. Jim Graham has been the Lead in the administration of permit applications since then.

Agenda Request for Board of Supervisors Consideration on April 2, 2019

Introduction and Waiving of the First Reading of a Proposed Ordinance Amending portions of the Plumas County Code pertaining to Outdoor Festivals

March 25, 2019

Page 2

In conjunction with the revised ordinance adopted in 2015 and the new application and processing protocol, Outdoor Festival Permits have been issued by the Board of Supervisors after a more thorough review process among County departments, thus resulting in festival events that better satisfy the needs of the constituents of the County, the various County departments and the event applicants. This review process is generally summarized on the attached flow chart.

There are presently five (5) outdoor festivals which obtain permits through the Outdoor Festival Permit process. All of these festivals take place at Belden Resort in the Feather River Canyon. These festivals occur May through August, which results in the processing of these applications from mid-February through mid-June.

A one thousand dollar (\$1,000.00) deposit is collected from each festival applicant. Applicants are required to provide additional funds if funds are depleted during the processing of their application. Correspondingly, applicants are reimbursed funds that are unused.

The attached Festival Expense Report outlines the costs and funds received over the last five years. As this report shows, applications are taking less time to process as applicants are submitting better plans.

The proposed Amendment revises two sections of the existing County Code pertaining to Outdoor Festivals in regards to administration responsibilities by re-designating responsibility from Public Works to the Fair Manager. Section 5-6.01.2 changes the definition of "Director" from the Director of Public Works to the Fair Manager, and Section 5-6.12 changes the phrase "Director of Public Works" to "Director"

The Department of Public Works, has prepared for this amendment, the attached Notice of Exemption, in compliance with the provisions of CEQA, and requests that the Chair of the Board of Supervisors sign this document prior to the second reading of the ordinance.

The proposed Ordinance amending Sections of Chapter 6 of Title 5 of the Plumas County Code, pertaining to Outdoor Festivals, has been reviewed and approved as to form by County Counsel.

Furthermore, it is noted that County officials conducted a review of this matter on March 4, 2019. Present at that review meeting were:

Gabriel Hydrick, County Administrator  
Supervisor Lori Simpson  
Supervisor Kevin Goss (via telephone)  
Bob Perreault, Director of Public Works  
Jim Graham, Senior Environmental Planner  
Randy Wilson, Planning Director

The meeting concluded with an agreement that the Lead in the administration of permit applications would be transferred from the Department of Public Works to the Planning Department. In regard to that transition, Public Works will continue to be the Lead for this season's festivals, with the Planning Department commencing Lead responsibilities beginning January 1, 2020. Since this meeting, further discussions have occurred between several County Officials on March 4, 2019.

Agenda Request for Board of Supervisors Consideration on April 2, 2019  
Introduction and Waiving of the First Reading of a Proposed Ordinance Amending portions of the Plumas County Code pertaining to Outdoor Festivals  
March 25, 2019  
Page 3

These County Officials included:

Gabriel Hydrick, County Administrator  
Randy Wilson, Planning Director  
John Steffanic, Fair Manager  
Supervisor Lori Simpson  
Supervisor Kevin Goss

The conclusion of these discussions resulted in the Fair Manager agreeing to assume festival applications Lead responsibilities beginning January 1, 2020. Public Works staff has agreed to provide training to the Fair Manager and his staff during this season's round of festivals.

**Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors Introduce and Waive the First Reading of a proposed Ordinance Amending Sections of Chapter 6 of Title 5 of the Plumas County Code, pertaining to Outdoor Festivals, and, to schedule approval of the proposed Ordinance on April 9<sup>th</sup> 2019.

Attachments:

- Proposed Ordinance, amending sections of the Plumas County Code pertaining to Outdoor Festivals
- Highlighted edits to the existing Code, reflecting revisions set forth in Proposed Amendment
- Festival Application Flow Chart
- Festival Revenue and Expense Report
- Notice of Exemption

**ORDINANCE NO. 19 – \_\_\_\_\_**

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING SECTIONS OF CHAPTER 6 OF TITLE 5 OF THE PLUMAS COUNTY  
CODE CONCERNING OUTDOOR FESTIVALS.**

The Board of Supervisors of the County of Plumas, State of California, **DOES ORDAIN** as follows:

Section 1. Effective January 1, 2020, Sections 5-6.01.2 and 5-6.12 of Chapter 6. Outdoor Festivals, of Title 5 of the Plumas County Code are hereby amended in their entirety to read as follows:

**CHAPTER 6. OUTDOOR FESTIVALS**

**Sec. 5-6.01.2 Director defined.**

For the purpose of this chapter, "Director" shall mean the Fair Manager.

**Sec. 5-6.12. Alcoholic Beverage Permits.**

No later than five (5) business days before the beginning of the event, if alcoholic beverages will be served at the event, the promoter will provide a copy of the appropriate permit issued by the Department of Alcoholic Beverage Control to the Director. The Sheriff or Director may suspend operations and close any outdoor festival in the event that alcoholic beverages are served without the appropriate permit issued by the Department of Alcoholic Beverage Control.

Section 2. Section 1 of this ordinance, which amends the Plumas County Code, shall be codified. The remainder of the ordinance shall not be codified.

Section 3. The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the following categorical exemptions apply: Sections 15308 (actions taken as authorized by local ordinance to assure protection of the environment) and 15321 (action by agency for enforcement of a law, general rule, standard or objective administered or adopted by the agency, including by direct referral to the County Counsel as appropriate for judicial enforcement).

Section 4. This ordinance shall be published, pursuant to Section 25124 (a) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the Feather River Bulletin, a newspaper of general circulation in the County of Plumas.

Section 5. This ordinance shall become effective on January 1, 2020.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 2<sup>nd</sup> day of April, 2019, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 9<sup>th</sup> day of April, 2019, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

---

Chair, Board of Supervisors

ATTEST:

---

Clerk of said Board of Supervisors

**Sec. 5-6.01.2. - Director defined.**

For the purpose of this chapter, "Director" shall mean the ~~Fair Manager~~ ~~Director of Public Works~~.

**Sec. 5-6.12. - Alcoholic beverage permits.**

No later than five (5) business days before the beginning of the event, if alcoholic beverages will be served at the event, the promoter will provide a copy of the appropriate permit issued by the Department of Alcoholic Beverage Control to the ~~Director of Public Works~~. The Sheriff or Director may suspend operations and close any outdoor festival in the event that alcoholic beverages are served without the appropriate permit issued by the Department of Alcoholic Beverage Control.

# Festival Application Process Flow Chart

At least  
120 Days  
before  
Festival

Applicant submits completed Festival Application and fee to Public Works



120 to 90  
days  
before  
Festival

Application is forwarded by Public Works to County Departments responsible for approving various programs and plans



At least  
90 days  
before  
Festival

Applicant works with Public Works and various County Departments to secure written approval of plans and programs. Approvals to be submitted to Public Works by



At least  
60 days  
before  
Festival

Completed application is forwarded to various Federal, State and Local Agencies by Public Works for comment.



Application is scheduled by the Clerk of the Board for a hearing before the Board of Supervisors.



Application is either denied or approved with or without conditions by the Board of Supervisors.

**Summary of FEST Revenue and Expenses**  
**As of 3/06/2019**

2018	Festival Name	Revenue	Expenses	Employee Hours
FEST #1-18	Emissions	\$ 1,013.43	\$ (1,013.43)	12.00
FEST #2-18	Priceless	\$ 634.11	\$ (634.11)	7.00
FEST #4-18	For the Funk of It	\$ 1,133.35	\$ (1,133.35)	12.50
FEST #5-18	Sunset Campout	\$ 733.23	\$ (733.23)	8.75
FEST #6-18	Stilldream	\$ 940.75	\$ (940.75)	10.25
FEST - General Admin.			\$ (639.84)	9.25
		\$ 4,454.87	\$ (5,094.71)	59.75

2017	Festival Name	Revenue	Expenses	Employee Hours
FEST #1-17	Emissions	\$ 703.78	\$ (703.78)	8.75
FEST #2-17	Priceless	\$ 828.03	\$ (828.03)	9.75
FEST #4-17	For the Funk of It	\$ 1,387.46	\$ (1,387.46)	17.50
FEST #5-17	Sunset Campout	\$ 1,064.41	\$ (1,064.41)	12.75
FEST #6-17	Stilldream	\$ 819.49	\$ (819.49)	10.25
FEST - General Admin.			\$ -	0.00
		\$ 4,803.17	\$ (4,803.17)	59.00

2016	Festival Name	Revenue	Expenses	Employee Hours
FEST #1-16	Emissions	\$ 900.08	\$ (900.08)	11.75
FEST #2-16	Priceless	\$ 829.65	\$ (829.65)	11.00
FEST #4-16	For the Funk of It	\$ 1,681.83	\$ (1,681.83)	22.25
FEST #5-16	Sunset Campout	\$ 1,187.73	\$ (1,187.73)	15.75
FEST #6-16	Stilldream	\$ 1,444.77	\$ (1,444.77)	19.25
FEST - General Admin.			\$ (2,152.40)	27.25
		\$ 6,044.06	\$ (8,196.46)	107.25

2015	Festival Name	Revenue	Expenses	Employee Hours
FEST #1	Emissions	\$ 1,332.85	\$ (1,332.85)	17.50
FEST #2	Priceless	\$ 851.31	\$ (851.31)	11.25
FEST #3	Raindance	\$ 548.64	\$ (548.64)	7.25
FEST #4	For the Funk of It	\$ 1,213.98	\$ (1,213.98)	15.75
FEST #5	Sunset Campout	\$ 1,681.70	\$ (1,681.70)	21.50
FEST #6	Stilldream	\$ 1,597.10	\$ (1,597.10)	20.00
FEST - General Admin.			\$ (4,622.44)	70.25
		\$ 7,225.58	\$ (11,848.02)	163.50

NOTE: Initial deposit is \$1000.

If expenses > \$1000 then an additional payment is billed to the client

If expenses < \$1000 then a refund is given to the client for that amount

# NOTICE OF EXEMPTION

---

**To:** [X] Office of Planning & Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

**From:** Plumas County Public Works Department  
1834 East Main Street  
Quincy, CA 95971

[X] Plumas County Clerk  
520 Main Street, Room 102  
Quincy, CA 95971

**Project Title:** Revisions to Plumas County Code pertaining to Outdoor Festivals

**Project Applicant:** Plumas County

**Project Location:** County-Wide

**Description of Nature, Purpose or Beneficiaries of Project:** Ordinance revising portions of the Plumas County Code defining and regulating "Outdoor Festivals".

**Name of Public Agency Approving Project:** Plumas County

**Name of Person Carrying Out Project:** Bob Perreault, Director – Plumas County Public Works

**Exempt Status:** (Check one)

[ ] Ministerial (Sec. 21080(b)(1); 15268);  
[ ] Declared Emergency (Sec. 21080(b)(3); 15269(a));  
[ ] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));  
[X] Categorical Exemption. State type and section number: 15060(c)(2), 15061(b)(3), 15308, and 15321.  
[ ] Statutory Exemptions. State code number: \_\_\_\_\_

**Reason why project is exempt:** The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the following categorical exemptions apply: Sections 15308 (actions taken as authorized by local ordinance to assure protection of the environment) and 15321 (action by agency for enforcement of a law, general rule, standard or objective administered or adopted by the agency, including by direct referral to the County Counsel as appropriate for judicial enforcement).

**Lead Agency**

**Contact Person:** Michael Sanchez, Chair  
Plumas County Board of Supervisors

**Area Code/Phone/Ext:** (530) 283-6170

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Signed by Lead Agency

**Certificate of Posting**

I hereby certify that from \_\_\_\_\_ to \_\_\_\_\_ I posted a copy of this Notice of Exemption in the office of the Plumas County Clerk (30 days).

By \_\_\_\_\_ on \_\_\_\_\_  
Kathleen Williams, County Clerk /Deputy

3A

**Outdoor Festival Application**

**For the**

**Emissions**

**MUSIC FESTIVAL**

**at**

**Belden Town Resort**

**May 24th through ~~July 26th, 2019~~**

*MAY*

DEPARTMENT OF PUBLIC WORKS USE ONLY  
Date Rec'd 2/28/19  
Receipt No. 159138 \$ 1000

**PRELIMINARY OUTDOOR FESTIVAL PERMIT APPLICATION**

**Instructions to applicant(s):**

1. Complete the form and mail or take to: Plumas County Department of Public Works  
1834 E. Main Street  
Quincy, CA 95971
2. Use additional sheets of paper if necessary to complete the information requested.
3. Pay the filing fee deposit of \$1,000.00.
4. Make the check payable to Plumas County Department of Public Works

**A. Applicant (s)**

Name of Festival Emissions

Name of Applicant Camp Question Mark - Michelle Hack-President, Brian Saccomano-Contact, David W

Residence Address 332 Menker Ave, San Jose, Ca. 95128

Mailing Address Same

Telephone Number 408-2959891

E-Mail Address question@campquestionmark.com

Business Address and Telephone Number (If different from above) n/a

\*Applicant must be the promotor of the event. If the application is made by a partnership, the name and mailing address of the responsible general partner must be included. If the application is made by a corporation, the application shall be signed by the president and attested to by the secretary. The address and telephone number of the principal place of business of the applicant shall also be included in the application.

**B. Owner (s)**

(Attach additional sheets if necessary)

Name Ivan Coffmann

Mailing Address Belden Town Resort and Lodge 14785 Belden Town Road Belden, Ca. 95915

Telephone (530) 283-9662

\*Attach letter(s) of authorization signed by the owner(s).

**C. Location of Event**

(Include all lands to be used for parking or incidental purposes)

Street Address Belden Town Resort and Lodge 14785 Belden Town Road Belden, Ca. 95915

Nearest town Twain

Assessors Parcel Number(s) 002-340-002

---

#### D. Dates & Hours of Event

Dates of Pre-Event Setup: May 20 - 23, 2019

Dates of Actual Event: May 24 - 26, 2019

Dates of Post Event Activities: May 27 - 28, 2019

Hours of Event Activities for each day of Event: 24/7

---

---

#### E. Number of Attendees and Staff

Number of Spectators or Participants for each day of Event We are planning for an attendance of 1200 individuals, including all staff, artists & vendors as well as ticket holders

---

---

---

#### F. Maps and Diagrams

Provide maps or diagrams showing the following:

- (a) Location of the property on which the proposed event and all related activities will be held.
- (b) Location of adjacent roads, lots, and residences
- (c) Parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property
- (d) Location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending
- (e) Location and orientation of loudspeakers
- (f) Location, style, wattage and orientation of all temporary lighting
- (g) Location of camping or other overnight areas
- (h) Location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

---

#### Signature (s) of Applicant (s)

I certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided hereon.

---

Signature

---

2-10-19

Date

---

Signature

---

2-10-19

Date

Belden Town Resort  
14785 Belden Town Road  
Belden, CA 95915

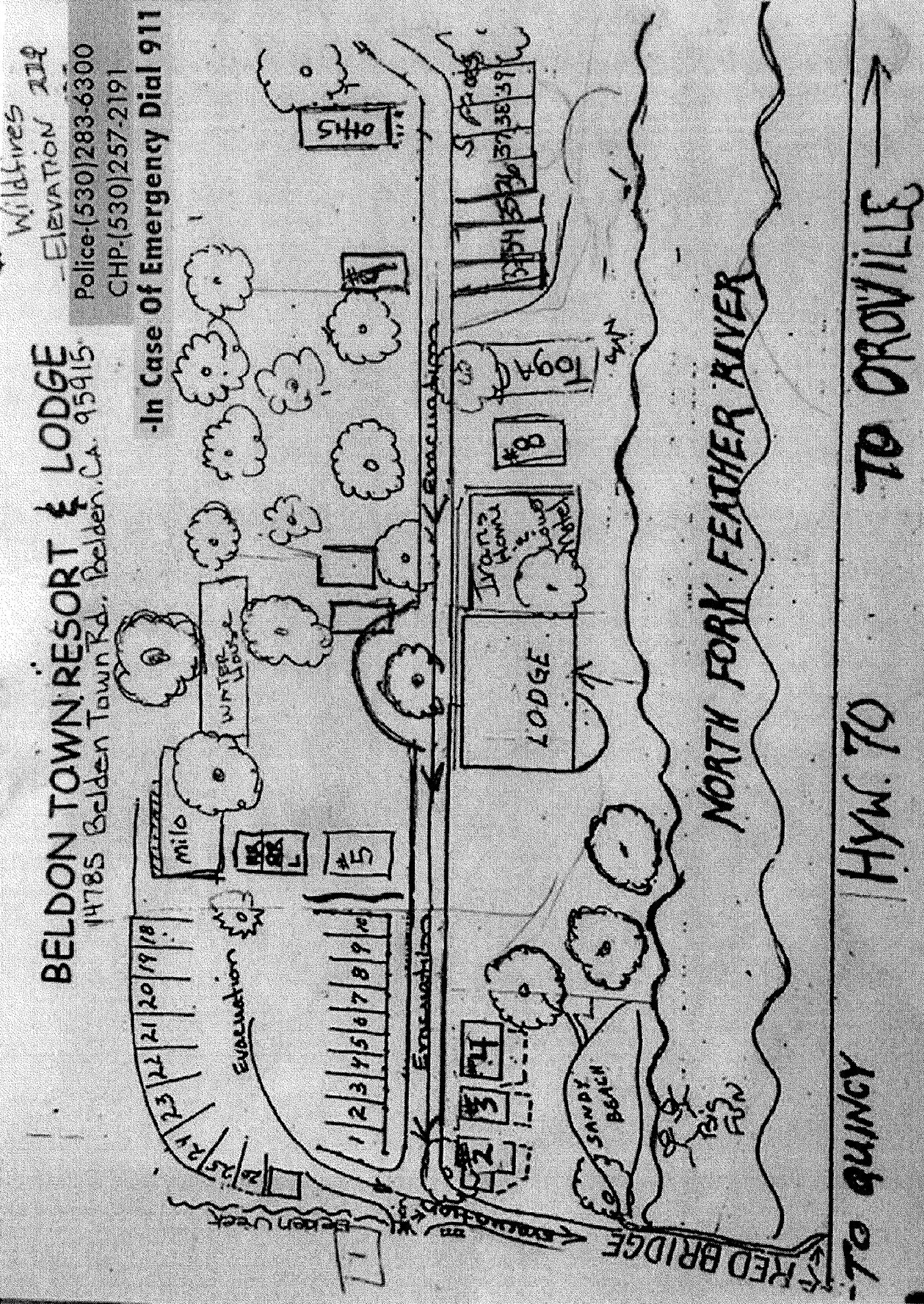
To Whom It May Concern,

I, Ivan Coffman, owner of Belden Town Resort and Lodge, give my permission for  
~~Engineering May 2019~~ to take place on May 24<sup>th</sup>, 26<sup>th</sup>, 2019 at Belden  
Town Resort, (14785 Belden Town Road, Belden, CA 95915) and Jack's Place for  
parking (25311 Hwy 70, Twain, CA 95984).

Thank you,

Ivan Coffman

Ivan Coffman – Owner, Belden Town Resort and Lodge



# Camping Overflow

(w/temporary lighting-  
low wattage white led lights  
& porto toilets)

Toilets (porto)

# Camping

(w/temporary lighting-  
low wattage white led lights)

evening  
stage

\*(w/temp. led  
lighting) decorative  
speakers ^

Parking

**Feather  
River**

lodge/  
restaurant  
(toilets)

Parking

Toilets (porto's main)

# Belden Town

( ● = Solid Waste Receptacle )

\*temporary stage light  
power usage-  
Spots qty. 10 - .7a  
Parcans qty. 20 - .3 a  
Qty. 3 - 10 wall rgb projectors  
Qty. 2-4 wall rgb projectors.

Drinking  
Water  
Faucet

● evening  
stage  
\*(w/temp. led  
lighting) deco.  
speakers ^

Parking

Emergency  
Communications

Toilets

GATE/  
Traffic  
Control  
Turn Around  
Area-  
Off Main  
Rd.

Waste  
Dumpster

Medical Facilities Area

< Access Road In/Out Town >

daytime  
only  
stage  
speakers >

### SUPPLEMENTAL OUTDOOR FESTIVAL PERMIT APPLICATION

Describe below, or on an attached sheet, an explanation of the proposed event including plans describing the following information. Include the signature of the approving County authority as required. Programs and plans must be consistent with preliminary application.

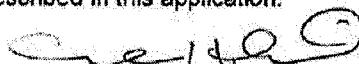
a) Commercial Liability Insurance      Emissions - 2019

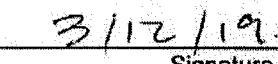
Describe the commercial liability insurance coverage for the proposed event and provide proof of said coverage to the satisfaction of the Plumas County Risk Manager.

Plumas County Risk Manager:      520 Main Street, Room 205  
Quincy, CA 95971  
(530) 283-6041

County Agency Approval:

The commercial liability insurance coverage described above, or attached hereto, is approved for the event as described in this application.

  
Plumas County Risk Manager

  
3/12/19

Signature / Date

**b) Police Protection and Security Emissions**

Describe the Police Protection and Security Plan for the proposed event to the satisfaction of the Plumas County Sheriff. Include a plan for the control and prevention of drug consumption and underage alcohol consumption.

Plumas County Sheriff: 1400 East Main Street  
Quincy, CA 95971  
(630) 283-6375

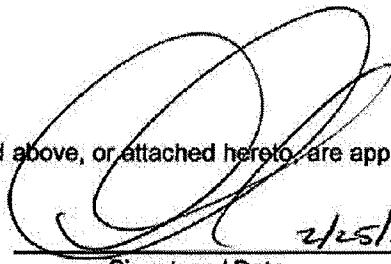
In regard to Protection and Security: Belden Security and our hired professional security team will provide the security for this event. We will have a complete professional security staffing team on staff. They are fully licensed and carry current security 'Guard Cards' (Security Card Licenses from Bureau of Security & Investigative Services). Our fully licensed professional security staff combined with Belden's internal security team, will be working together to completely secure the event & all it's attendees. All guards will be easily recognizable with distinct security uniforms and badges as well as all security staying in constant contact with radio's for immediate response. Several patrols will happen throughout. There will always be at least one patrol (2 guard team) on duty at all times during the event. There will be 24 hr. professional licensed security for the entire festival time with an extra patrol constantly available in case anything critical arises. Belden security will also be doing patrols throughout and aware of any potential issues or emergency situations.

Underage Drinking & Illegal Substance Abuse Prevention: We will not be serving any alcohol at all for this event. Belden has a bar but we don't inform the patrons of this as it is not a part of our event. We have not had any issues or emergencies in regard to alcohol at this event & we will work to keep it that way. The vast majority of our attendees are 21 years or over. The security staff will be looking for any problems and issues including underage drinking or illegal substance situations. If any of these problems are located or brought to securities attention the offenders will be evacuated from the event & premises. The security staff will inform patrons of not allowing these situations and the consequences accordingly. The Belden staff & security will also be looking out for any of these types of situations and not allowing them to occur.

County Agency Approval:

The Police Protection and Security Plans described above, or attached hereto, are approved for the event as described in this application.

u/s Dean Canfield  
Plumas County Sheriff

  
2/25/19  
Signature / Date

c) Emergency Preparedness Plans Emissions

Describe the Fire Protection, Evacuation Plan, and Wildfire Protection Plan for the proposed event to the satisfaction of the Plumas County Office of Emergency Services.

Plumas County Office of Emergency Services:

270 County Hospital Rd. Ste. 127  
Quincy, CA 95971  
(530) 283-6332

Emergency Preparedness Plans-

The Belden Staff & our licensed security staff are professionally trained to respond to any emergency situations that could arise. If anything should happen they will be actively working to locate issues & implement the emergency plans necessary. They will be in constant communication with each other and then the patrons in the event of an emergency situation.

Fire Protection:

Fire Patrol will be done by Belden staff & Security officers. They will be constantly patrolling and seeking out any possible fire situations, on foot at all times during the event. Along with event staff patrolling the grounds for any situations as well.

Communication in the event of an emergency- In the event of an emergency the professional security guard staff will be staying in constant contact between each other with radio's for immediate response. These radios will also be able to contact emergency responders if necessary. Additionally event staff and Belden staff communicate on radio between each other. And Belden staff is also able to notify emergency responders through their local phone service as well, to help with contact in case of a wildfire. Also there are Belden's loud speakers, the events loud speakers and event bullhorns to be used for emergency communication if needed. Belden staff will be involved with all fire response. Additionally there will be 24 hr. professional licensed security for the entire festival time and they will be responding to any and all incidents within the event as well. All guards will be easily recognizable with distinct security uniforms and badges as well as all security staying in constant contact with Belden staff & each other.

Fire Equipment- 1 Fire engine / 2 fire hydrants / 1 sub-fire hydrant at water shed (3 nozzles) / Fire suppression units on building structures / Multiple shovels and picks (many) / Large amount of Fire Extinguishers (5 in building, many more for the entire property) / 26 fire hoses & 36 water hoses-

10-1.5 inch (100 ft ea),  
8-1 inch (100 ft ea)  
3- 2 inch (50 ft ea)  
2 - 3 1/2 inch (100 ft ea)

\*With adapters/reducers for max. efficiency & hookups throughout the entire property

Additionally the security staff and the event staff will be supplying their own fire extinguishers & shovels to cover all other areas of the event.

Prevention of Wildfires:

All patrons of the event will be informed that there are no fires allowed. Including campfires, fire performance or open flame at all. Also that camping stoves are not allowed without a permit in accordance with USDA Forest Service regulations. Fire prevention signs will be posted at the front gate/check in area, at the main lodge/venue restaurant, at the main portable restroom area and at the entrance to the camping. Along with everywhere that the Belden property has their wildfire prevention signage posted.

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

N.D. Dawson  
Dgj Director, Plumas County OES

J.D. [Signature] 2/25/19  
Signature / Date

**Prevention of specific potential wildfire causes:**

**-Smoking:** If it is deemed unsafe for smoking, we will establish smoking sections located in safe areas to accommodate this & inform patrons. Not to be located around any brush, dry grass or flammable materials. There will be nearby water or fire extinguishers to aid in case of emergency in these areas.

**-Parking in dry grass:** Cars will not be allowed to park in dry grass areas only in the designated parking areas. If there is a potential for a car to be near a dry grass area, the car will be made to cool down to an appropriate temperature before being allowed to park. Additionally we will either remove the dry brush or water down the potential parking spot area to make sure it won't be susceptible to heat or combustion.

**-Campfires & Camp Stove use:** To ensure neither of these are used we will inform patrons through information outlets before the event. Also they will be informed when they arrive and check in to the event. Then it will be listed in the event information handout given to everyone when they arrive. During the event, security will be patrolling the camping areas and looking for either of these being utilized and stop it immediately then informed that they can apply for a permit for them.

**-Fireworks, generators portable equipment:** Absolutely no fireworks or use of portable equipment (welding, cutting, chainsaw) will be allowed at the event. Attendees will be informed of this through information outlets before the event. Also they will be informed when they arrive and check in to the event. Security & Belden staff will respond to any potential situations of fireworks or portable equipment use. There are no plans to use generators for this event. If for any reason they are used, it will be in compliance with Cal. PRC 4442 & used on land that is not forest covered, brush covered or grass covered. The grounds surrounding will be cleared of all flammable material.

**Evacuation Plan:**

The visual evacuation plan is detailed on the attached map. Evacuation routes will be identified to the attendees through the gate staff before they are allowed to enter the event. Besides the verbal informing, the evacuation routes will be listed in the printed event guide & shown on the event diagram/map.

If our event is notified of a need for evacuation from CalFire, CHP, Sheriff's Office or Plumas County officially, all security & staff will join with Belden staff & security to begin evacuation. In the case of an immediate evacuation Belden has a loud speaker system to announce to the attendees we are at the point of evacuation to leave cars behind and just get out, if necessary. Additionally staff will sweep with bullhorns announcing evacuation.

Belden's evacuation team will be directing the non-driving people across the bridge and over to the rest area, & we will help make sure everyone is evacuated. They will wait for pickup there. Onsite vehicles will be directed to RV area to fill remaining seatbelt supplied seats to assist evacuation. They will then be directed to proceed on Highway 70 to an offsite parking area for drop off.

Vehicles will return to Belden from the offsite lot to load patrons at the rest stop across Highway 70 & bridge. They will then be directed to proceed southwest on the evacuation route as directed by CalFire/CHP/Sheriff/Plumas County. Belden has stated the evacuation will be directed on highway 70 West, as emergency vehicles will be coming from Quincy.

The staff, residents, and security teams at Belden will be handling traffic control, in case of a fire or other emergency evacuations. The vehicles will be parked facing out towards the bridge when parked on property, to avoid complications with traffic making its way out as quickly and safely as possible.  
(\*Evacuation map attached).

To be prepared for any potential emergency situations the roadways and entire evacuation routes will remain clear of any and all obstructions at all times during the event. Vehicles will be available onsite for proper evacuation. Belden staff will be in control of the evacuation plan execution & our staff/security will help with this plan as needed.

Phone contact numbers for Belden staff (For emergency evacuation or other)

530-283-9662 bar,

530-927-9649 Rich Folen cell,

530-284-6154 home

530-519-3037 BC Cameron cell

530-927-7067 Ivan Coffman Cell,

530-283-9341 Jody Coffman house,

530-616-0846 Frank Boswell

Evacuation Route Identification- (\*See attached evacuation map)

# Camping Overflow

(w/temporary lighting-  
low wattage white led lights  
& porto toilets)

Parking

Toilets (porto)

evening  
stage

\*(w/temp. led  
lighting) decorative  
speakers ^

Parking

Parking

Main Road

lodge/  
restaurant  
(toilets)

Drinking  
Water  
Faucet

evening  
stage  
\*(w/temp. led  
lighting) deco.  
speakers ^

Waste  
Dumpster

Emergency  
Communications  
Toilets  
GATE/  
Traffic  
Control  
Turn Around  
Area-  
Off Main  
Rd.

Medical Facilities Area

Access Road In/Out Town

# Camping

(w/temporary lighting-  
low wattage white led lights)

# Feather River

# Belden Town

(● = Solid Waste Receptacle )

\*Temporary stage light  
power usage  
Spots qty. 10 - 7a  
Parcans qty. 20 - 3 a  
Qty. 3-10 watt rgb projectors  
Qty. 2-4 watt rgb projectors.

→ = EVACUATION  
ROUTE  
X = FIRE HYDRANT  
○ = ADDITIONAL WATER  
SOURCE

daytime  
only  
stage  
speakers >

## Emissions

### a) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health

270 County Hospital Rd, Ste. 127

Quincy, CA 95971

(530) 283-6355

#### For Water Supply:

Belden has two full permitted water sources available. Additionally Belden will be selling bottled water in their store for all patrons of the event. Included on the property there is an onsite fresh water fountain available for free to all attendees. There will be flyers passed out, staff informing people & signs posted reminding everyone to stay hydrated. Along with staff telling people to bring plenty of water to the event beforehand.

#### Food Provisions:

Belden's onsite restaurant, with water & refreshments, will be open every day from 7am until 10 pm. Belden's kitchen is set up to sanitarily handle & prepare food in regulation with the Plumas County Health Department. All food served will be in compliance with any and all health codes required. Plus the onsite Belden general store that will be fully stocked with water & food for the duration of the event, before and after. If any food booths are included in the event they will all be permitted through Plumas County Environmental Health and all organized by our event's food vendor coordinator, Michelle Hack. The food vendor coordinator will contact the Environmental Health Department no later than 4 weeks before the event date to coordinate all food sanitation issues. All food booths will be required to operate in full compliance with all county health regulations.

#### For Sanitation Facilities:

We will again be using Plumas Sanitation out of Portola (a Plumas County permitted vendor). They will bring a minimum of 48 portable toilets and 4 wash stations. The portable restrooms will be placed conveniently within the event with a minimum of 2 located at the offsite parking area along with a waste dumpster. All portable toilets will be contracted to be cleaned out at least one time per day. Also serviced and maintained daily in a sanitary manner. Additionally, Belden has permanent onsite bathrooms in the lodge, two outdoor bathrooms, many hotel room bathrooms, plus ten cabins all with bathrooms.

#### For Waste & Recycling:

We have an extensive trash plan & crew that have been in place for all the past events. We are a 'Leave No Trace' team and try to tell our patrons to do so as well. But to make sure everything is taken care of no matter what we handle any and all waste. To oversee the recycling for the event we hire a professional 'Zero Waste' Recycling team. We will have recycling/trash stations set up at various areas around the event that will be maintained multiple times every day of the event by the recycling team & also event staff to prevent odors, leakage and overflow. We will have our extremely thorough cleanup crew, along with the recycling staff & the Belden Staff that will all work together to clean the entire site (including the camping area) during and after the event for as long as it takes to be completely cleared of all debris with all materials properly processed, bagged and removed from the property. Also we will be renting the appropriate number of dumpsters from Feather River Disposal for debris/trash removal to keep the waste contained and serviced to prevent odors, leakage overflow or flies & rodents. At least one in the event area & the other in the offsite parking area. Along with our 'zero waste' recycling staff removing all recyclable material within 48 hours of the event close to a proper nearby waste facility. They will be fully supplied with all materials needed to maintain and control the recycling in a sanitary manner to prevent odor, leakage and access for rodents or other animals. Any unsorted material left over after that allotted time period will be properly bagged accordingly and placed in the bins provided by the solid waste franchisee [Feather River Disposal] for disposal. Each year we are more and more dedicated to leaving the area cleaner than before we arrive.

#### \*AMENDMENT-2019\*

To address the situations presented last year we have strict requirements being put in place immediately. We have already informed staff members of this issue to start raising awareness so it can't be missed by anyone. We understand the severity & level of importance this issue had last year and are making it our highest priority to address, implement & ensure compliance.

Regarding the waste water for vendors- Please see attached addendum that will be sent to vendors beforehand, given onsite & enforced strictly.

Regarding the vendor electrical requirement situation- As advised, we are allowing less food vendors than last year now to reduce power requirements. Each food vendor is required to provide their wattage needs during their application process. All wattage needs will be known beforehand and reviewed with our Electrician and confirmed with Belden's staff if needed. We will require all vendors bring a backup generator to be able to operate. Then as an additional backup we will bring 3-4 generators and make them available. We will check on the vendors each morning to ensure compliance & that there is no issue or need to close the booth until it is resolved.

This year we will refine both processes referenced above thoroughly with the following added. Backup generators required and if there are any special power requirements, we will work out arrangements for the vendor to arrive early Thursday so our Electrician has plenty of time to get it situated. We plan to place a higher importance on backup generators & requiring proper arrival times and more immediate power staff availability to combat the 'crunch' of Friday opening arrival time. And to make sure these power & waste water situations are our main concern in this area of the event, and as a whole.

#### County Agency Approval:

The plans described above, or attached hereto, are approved for the event as described in this application.

Trinity Stirling  
Plumas County Environmental Health

3/12/19  
Signature / Date

**\*NOTE\* All food vendors will be required to bring a portable 50 gallon waste water transfer tank for waste water transfer. And our vendor coordinator will verify with all the food vendors to make sure all are covered for usage & informed of the newly established process for waste water dumping.**

Upon arrival, all food vendors will be shown where to dump their waste water onsite, and go through the proper dumping process with them.

Food vendors will use their portable 50 gallon transfer tanks to collect their grey water for the duration of the event.

They will then take their tanks to Belden Town's established septic dumping area in the RV site section for proper disposal of any dumping needs.

Food vendors will transfer their waste water in the correct maner for waste water containment.

They will be informed that under no circumstances are they to be dumping any waste water anywhere but the established septic dumping area.

All food vendors will be checked on periodically throughout the event by the vendor coordinator & assistants.

*TBS 3/12/19*

# Camping Overflow

(w/MORE trash/recycling containers  
& porto toilets!)

Parking

evening stage  
(w/temp. led  
lighting) decorative  
speakers ^

Parking

Parking

Toilets (porto)

< Main Road >

Parking

lodge/  
restaurant  
(toilets)

Toilets (porto's main)

< Main Road >

Drinking  
Water  
Faucet

evening  
stage  
(w/temp. led  
lighting) deco.  
speakers ^

Parking

Emergency  
Communications

GATE/  
Traffic  
Control  
Turn Around  
Area-  
Off Main  
Rd.

Waste  
Dumpster

< Access Road In/Out Town >

Medical Facilities Area

daytime  
only  
stage  
speakers >

# Feather River

# Belden Town

-Solid Waste Receptacle

- Waste  
Dumpster

W = Outdoor Water Source

e) Medical Facilities & Services      Emissions

Describe the medical facilities and services, including access for ambulances and paramedics or emergency medical technicians for the proposed event to the satisfaction of the Plumas County Health Officer.

Plumas County Public Health Agency

270 County Hospital Rd. Ste. 206  
Quincy, CA 95971  
(530) 283-6330

For Medical Facilities & Services:

This event will have fully licensed medical staff onsite for the duration of the entire event and available 24/7. For the past 9 years Emissions has never had a serious medical situation arise. Of the minimal amount of medical issues at all, there has only been one needing ambulance assistance. And that was more than was needed, just precautionary. We are committed to keeping it safe and minimizing any possibility of medical issues.

We will hire at least 2 California licensed EMS medical technicians (min 1 EMT-P & 1 EMT-B) from the local hospital along with technicians within our hired security team, to operate the medical operations for the event onsite 24/7. They will communicate through the professional radio system used by security and the medical staff, and have contact with 911 if necessary. Besides their cellular phones as backup, there is also an in-house land line phone at Belden to reach 911 or emergency services if radio is not available for any reason.

The clearly labeled medical tent will be set up at the Facilities and Services area; i.e- Belden's old garage area (less than 50 ft. from the bridge), and easily accessible to all patrons. The medical area will have a 24 hr. medical staff available at all times. Also security, Belden staff & event staff will be constantly patrolling and seeking out any possible medical situations, on foot patrol at all times. There will be a vehicle made available for any medical emergencies needing transportation or transporting of medical supplies.

The medical team & area will be stocked with all necessary medical supplies for this event, & kept readily available for possible situations. This will also include an Automated External Defibrillator (AED) with a person certified in its use, an adult BVM (bag-valve-mask) device, availability of oxygen & nasal canula, epinephrine for IM use (EpiPen), & Naloxone for IM/IN use (available OTC) & basic airway, splinting, & immobilization devices onsite 24/7.

The medical staff will fill out the ICS Form 206 Medical Plan no later than 2 weeks prior to event date.

For Emergency Access:

The main road through Belden will provide access for ambulances and paramedics or emergency medical technicians throughout the entire length of the property. It will never be blocked or unable to be used. There is a nearby (or onsite) tow truck if needed to remove blockage A.S.A.P. Also our licensed professional security staff is trained in assisting medical emergency situations & will always be helping with any medical issues or emergency access needs at any time during the event.

We also have an extensive evacuation plan if an emergency situation comes up. \*Please see 'Evacuation Plan' section of this permit application.

Some Additional Medical Emergency Related Info:

Along with the hired professional medical technicians, our security staff have members with medical certification & CPR certification to assist and provide more medical aid. Also on our event staff we have at least one certified nurse with extensive emergency medical training. We have also had 2 staff members that are certified EMT's working as event staff but still available to assist in case needed.

The Belden Staff & our licensed security staff are professionally trained to respond to any emergency situations that could arise. If anything should happen they will be actively working to locate issues & implement the emergency plans necessary. They will be in constant communication with each other and then the patrons in the event of an emergency situation. They will be easily identifiable and patrolling at all times during the event.

We inform attendees of possible dangers and safety measures before the event and onsite in the program or when checking in.

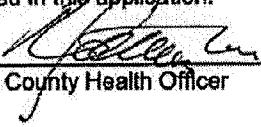
No alcohol will be sold or distributed by event staff or any vendors at the event, to any patrons.

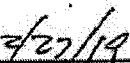
All patrons of the event will be informed that there are no fires allowed, including campfires, fire performance or open flame at all. Also that camping stoves are not allowed without a permit in accordance with USDA Forest Service regulations. Fire prevention signs will be posted at the front gate/check in area, at the main lodge/venue restaurant, at the main portable restroom area and at the entrance to the camping. Along with everywhere that the Belden property has their wildfire prevention signage posted. For more on fire prevention and safety measures please see the 'Emergency Preparedness & Fire Protection' section of this permit application.

Belden's trained and established staff will handle all responsibility for maintaining safety, etc. within their lodge (restaurant/bar) for all visitors, patrons, especially non-ticket holders including hikers from along the Pacific Crest Trail.

County Agency Approval:

The Medical Facilities and Services Plans described above, or attached hereto, are approved for the event as described in this application.

  
Plumas County Health Officer

  
Signature/ Date

## ① Parking plan      Emissions

Describe the parking plan for the proposed event to the satisfaction of the Plumas County Planning Department.

Plumas County Planning Department

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

The parking plan is as follows: \*All vehicles will be made to arrive at the off-site parking lot (Jack's Place).\* We will have a well established parking crew to handle all parking and incoming traffic. Our parking crew will coordinate the parking on the off-site property very strictly. No vehicles will be allowed to stop on the road at all. Including but not limited to, the highway, the bridge & the main road through Belden. All vehicles will be pulled into our well organized and staffed off-site parking area and completely off of the road. The nearby local off-site parking area 'Jack's Place' will be staffed with at least one parking attendant at all times, besides the gate staff. We will provide large ample lighting for this area as well as power for parking staff, attendants etc. Then patrons will be shuttled to the festival site by a professional licensed shuttle service. In addition, there will be 80 limited parking passes used by staff, performers or selected patrons and parked in accordance with the county, venue & US Forest Service parking rules & regulations. We will be pulling permits through CalTrans again, to ensure proper authorization to place signage along the highway correctly & in accordance with all county regulations. This permit application can be verified through Fred Chaffin (530) 225-3121, Traci Walker (530) 225-3400 or Carla Shuman (530) 225-3400 .

We will also place a dumpster and 2 porta-potties at the parking area for complete sanitation coverage of every area included in the event.

**County Agency Approval:**

The parking plan described above, or attached hereto, is approved for the event as described in this application.

Barb Wee  
Plumas County Planning Department

2/26/19

**Signature / Date**

**g) Traffic Control Plan      Emissions**

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works

1834 E. Main Street  
Quincy, CA 95971  
(530) 283-6268

**Off/On Site Traffic Control:**

**-Prior To Event Opening-**  
-Belden staff will acquire & post the necessary "special event" signs all along the road, (etc) informing attendees & passing traffic to slow down for the event entrance area allowing people to turn onto the bridge from Highway 70 safely and easily.

**-Event staff will mark off & set up our parking processing area with traffic blockades, lanes & safety cones. This well organized area has proven to be extremely effective at controlling all the traffic coming in & out of the area, even at the busiest of times. There are multiple back up options for regulating the flow of traffic through it.**

**-Lighting & staff will be set up in the offsite parking area known as 'Jack's Place'. We will also place a dumpster and 2 portable restrooms at the overflow parking area for complete coverage of the area.**

**-Upon Patron Arrival Or During Event-**

-All arrivals will be made to go to the offsite lot first. We do not allow any vehicles to stop for check in, or any other reason at all, until they are completely off of the road in the offsite lot and in the upper parking lot area of the Belden property respectively. For complete traffic control and for overall public safety.

**-We will have staff and security helping to control the traffic diligently, especially at the busiest times of the event & during the most congested road traffic times.**

**-We have created an extremely efficient process to remove all incoming traffic from the roads as quick as possible. This well organized 'pull-in' gate process allows for multiple vehicles to be pulled off of the roads and to be processed through quickly & efficiently. We work hard to keep vehicles off the roads and not to allow traffic congestion in any form.**

**-No vehicles will be allowed to stop on the roads for any reason. Staff members inform them when to proceed.**

**-We don't allow anyone to leave their car to find camping, etc. along the road. All cars are kept in the upper area & then taken to the offsite lot.**

**-If a car is left unattended that needs to be moved we check our list for contact info. If that is not possible we locate the driver by bullhorn until it is moved.**

**-Absolutely all other vehicles will be parked offsite at the nearby local 'Jack's Place' parking area located just East of the Belden property.**

**-The overflow parking area will be staffed with at least one parking attendant at all times.**

**-We will provide large ample lighting for this area as well as power for parking staff, attendants etc.**

**-Then patrons will be shuttled to the festival site by a professional licensed shuttle service.**

**-More detail in regard to onsite vehicle traffic:**

All vehicles will be made to go to the offsite lot upon arrival. The main road will be very limited and kept to a necessary need only basis. We park or move the vehicles through quickly and keep the main road clear for the duration of the event. Belden staff will also help to stay on top of these areas as strictly as possible. If any situations arise there is a nearby (or onsite) tow truck that will move the vehicles extremely quick so as not to have any issues caused by vehicles or traffic. First we will try to let them know we need the vehicle to be moved by talking to them or leaving a request at the vehicle. If not moved accordingly, we locate the driver by bullhorn until it is moved. If still not located we will tow the vehicle to a proper area. We have never had to tow a vehicle so far in the 3 years at Belden. All issues have been easily resolved. But we reserve this action in case it is needed or for an emergency.

**County Agency Approval:**

The traffic control plan as described above, or attached hereto, is approved for the event as described in this application.

Plumas County Department of Public Works

2-25-19

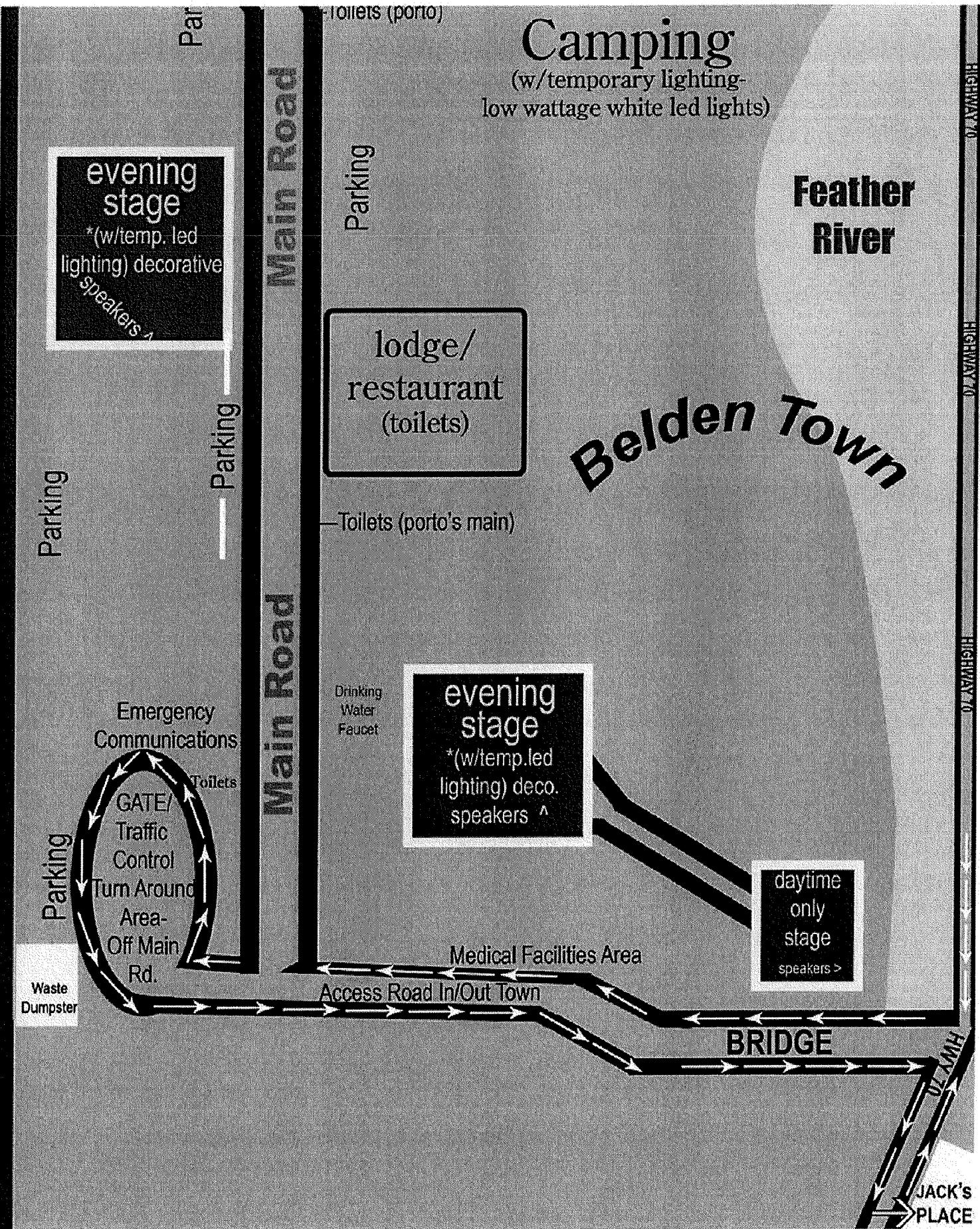
Signature / Date

# Camping

(w/temporary lighting-  
low wattage white led lights)

**Feather  
River**

**Belden Town**



I) **Transient Occupancy Taxes      Emissions**

If it is proposed or expected that spectators or participants will remain overnight, include provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code to the satisfaction of the Plumas County Tax Collector.

Plumas County Tax Collector

520 Main Street, Room 203

Quincy, CA 95971

(530) 283-6260

For the 'Transient Occupancy Tax': The Transient Occupancy Tax for camping is included in the ticket price. Our event pays these taxes to Belden beforehand in its venue fees to us. We then pass along the cost of campground directly to the patrons, with no markup. Belden will handle the delivery of taxes for the campground to the County Tax Collector.

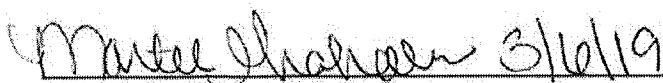
We will handle the TOT taxes on any hotel rooms or cabins that we choose to rent out ourselves. And then pay them to the county tax collector prior to the event within the required time period. \*Please reference county TOT form filled out by event producers for detail.

**County Agency Approval:**

The provisions for collecting transient occupancy taxes as described above, or attached hereto, are approved for the event as described in this application.

Plumas County Tax Collector

Signature / Date



**Signature (s) of Applicant (s)**

I certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided hereon.

*Meredith Mack*

Signature

Date

*Brian Sauer*

Signature

Date

**DATE:** March 14, 2019

**TO:** Honorable Board of Supervisors

**FROM:** Ellen Vieira, Executive Director

**RE:** **Board of Supervisors April 2, 2019 Consent Agenda Item:  
Appointment of Pamela Becwar for membership on the First 5  
Plumas County Children and Families Commission.**

---

**RECOMMENDTION:**

Appoint Pamela Becwar to a two-year term of membership on the First 5 Plumas County Commission.

**HISTORY/DISCUSSION:**

As you recall, Proposition 10, the Children and Families First Act, was approved by California voters in 1998 to promote and improve the early development of children from prenatal to five years of age. Proposition 10 increases the state surtax on cigarettes by \$0.50 per pack, and on other tobacco products. Plumas County receives \$350,000/year in funding opportunities. In accordance with Plumas County Ordinance No. 98 908, all nine memberships on the First 5 Plumas County Children and Families Commission must be appointed by the Board of Supervisors.

On March 4, 2019, the Commission voted to recommend to the Board, appointment of Pamela Becwar to a two-year term on the Commission. Pam is a Plumas County resident and has a B.S. in Environmental Science and is currently a graduate student working towards her Masters in Early Childhood with a specialty in Early Childhood Education.

Pam currently works for the California Child Care Resource and Referral Network as the ECE Registry and Resource and Referral Coordinator responsible for technical assistance, training, and support to the local Child Care Resource and Referral agencies.

She will provide the Commission with the early childhood development and education expertise needed to make informed decisions regarding positive health, education, and social/emotional outcomes for children ages 0-5 and their families. She will be taking the place of Commissioner Joanne Burgueno, who resigned in February 2019.

At this time the Board of Supervisors is asked to accept the recommendation of First 5 Plumas and appoint Pamela Becwar to a two-year term of membership on the Commission. I have attached the Commission's Membership Matrix for your review.

Please contact me should you have any questions.

Thank you.



4

## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

**FROM:** Rebecca Herrin, Assistant Planning Director *VCH*

**MEETING DATE:** April 2, 2019

**SUBJECT:** **PUBLIC HEARING ITEM:** Proposed ordinance implementing a permanent ban on the cultivation of cannabis (marijuana) consistent with Board of Supervisors temporary moratorium ordinance 17-1107 by amending certain sections of Title 9 (Planning and Zoning) of the Plumas County Code.

*A public hearing notice was published in all four newspapers of general circulation in the County on March 20, 2019 (exhibit 4).*

*A summary of the proposed ordinance was published in all four newspapers of general circulation in the County on March 20, 2019 (exhibit 5).*

**BACKGROUND:**

At the meeting of December 11, 2018, the Board approved a motion directing the Planning Commission to prepare an ordinance for adoption that would prohibit commercial cannabis cultivation.

The Planning Commission held a workshop on the proposed ordinance on January 17, 2019 and a public hearing on March 7, 2019. The staff report from the public hearing is attached as Exhibit 2.

The Plumas County Planning Commission recommended approval of this ordinance by Resolution 2019-2 at the meeting held on March 7, 2019. The resolution is attached as Exhibit 3.

**The proposed ordinance is designed to implement a ban on the cultivation of cannabis (marijuana) in the unincorporated areas of Plumas County, and provides an exemption for the personal cultivation of cannabis of up to six plants and for the cultivation of industrial hemp subject to applicable State law.**

The ordinance's purpose is to protect natural resources and public health and safety. Therefore, it is exempt from the requirements of the California Environmental Quality

Act under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that a ban on the cultivation of cannabis may have a significant effect on the environment.

**ATTACHMENTS:**

1. Proposed Ordinance
2. Planning Commission staff report for the public hearing of March 7, 2019
3. Planning Commission Resolution 2019-2
4. Public Hearing Notice
5. Ordinance Summary Notice

**ACTIONS FOR CONSIDERATION:**

Staff recommends that the Board of Supervisors:

- I. **HOLD A PUBLIC HEARING** on the proposed ordinance implementing the permanent ban on the commercial cultivation of cannabis and proposed environmental review (exemption);
- II. **CEQA COMPLIANCE AND DETERMINATION:** Find that the ordinance adoption is exempt from the requirements of the California Environmental Quality Act (CEQA) under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance banning commercial cultivation of cannabis which will serve to protect natural resources and public health and safety may have a significant adverse effect on the environment;
- III. **WAIVE THE FIRST READING OF THE ORDINANCE.**

ORDINANCE NO. 2019-

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
IMPLEMENTING A PERMANENT BAN ON THE CULTIVATION OF CANNABIS (MARIJUANA) CONSISTENT WITH  
BOARD OF SUPERVISORS TEMPORARY MORATORIUM ORDINANCE 17-1107 BY AMENDING CERTAIN SECTIONS  
OF TITLE 9 (PLANNING AND ZONING) OF THE PLUMAS COUNTY CODE

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

**Section 1.** Sections 9-2.204. "Agriculture" and 9-2.249 "Horticulture" of Article 2 of Chapter 2 of Title 9 of the Plumas County Code are hereby amended as set forth in Exhibit "A".

**Section 2.** Sections 9-2.220.1. "Cannabis", 9-2.220.2. "Cannabis cultivation", 9-2.251.5. "Industrial hemp", 9-2.261.5. "Marijuana", 9-2.267.1. "Personal residence", and 9-2.267.2. "Personal cultivation of cannabis" of Article 2 of Chapter 2 of Title 9 of the Plumas County code are hereby adopted as set forth in Exhibit "A".

**Section 3.** Section 9-2.267.3. "Personal services" of Article 2 of Chapter 2 of Title 9 of the Plumas County Code is hereby amended as set forth in Exhibit "A".

**Section 4.** Section 9-2.402. "General Requirements" of Article 4 of Chapter 2 of Title 9 of the Plumas County Code is hereby amended as set forth in Exhibit "A".

**Section 5.** Section 9-2.405.1 "Cannabis cultivation" of Article 4 of Chapter 2 of Title 9 of the Plumas County Code is hereby adopted as set forth in Exhibit "A".

**Section 6. Codification.**

Sections 1 through 5 of this ordinance shall be codified.

**Section 7. Publication.**

A summary of this ordinance shall be published, pursuant to Section 25124(b)(1) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the *Feather River Bulletin*, the *Indian Valley Record*, the *Chester Progressive*, and the *Portola Reporter*, newspapers of general circulation in the County of Plumas.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on

the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and passed and adopted on the \_\_\_\_\_

day of \_\_\_\_\_, 2019 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

---

Chairman, Board of Supervisors

ATTEST:

---

Clerk of said Board of Supervisors

## **Exhibit “A”**

### **Sec. 9-2.204. Agriculture.**

“Agriculture” is defined as the planting, raising, harvesting and production of agricultural, horticultural, aquaculture and forestry crops; the breeding, raising, husbandry of, pasturing, grazing and small scale slaughter and processing of livestock; the breeding, raising, harvesting and production of bees, fish, poultry and other fowl; and the associated support services and value added services, such as agritourism, necessary for the economic viability of agriculture. “Agriculture” shall include horticulture, commercial animal husbandry, large animal husbandry, and shall animal husbandry.

“Agriculture” shall not include cannabis cultivation as set forth in Sec. 9-2.220.2 of this section.

### **Sec. 9-2.220.1. Cannabis.**

“Cannabis” shall have the same meaning as that set forth in Business and Professions Code section 26001(f).

### **Sec. 9-2.220.2. Cannabis cultivation.**

“Cannabis cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis (marijuana) plants or any part thereof as provided in Business and Professions Code section 26001(l). “Cannabis cultivation” does not include “Personal cultivation of cannabis” as defined in Sec. 9-2.267.2.

Cannabis cultivation is declared a public nuisance that is subject to all remedies provided by law, including, but not limited to abatement, administrative penalties, and other remedies as provided in Chapter 9 of Title 1 of the Plumas County Code.

### **Sec. 9-2.249. Horticulture.**

“Horticulture” shall mean producing crops for commercial purposes.

“Horticulture” shall not include cannabis cultivation as set forth in Sec. 9-2.220.2 of this section.

### **Sec. 9-2.251.5. Industrial hemp**

“Industrial hemp” shall have the same meaning as that set forth in Section 11018.5 of the Health and Safety Code.

### **Sec. 9-2.261.5. Marijuana.**

“Marijuana” shall have the same meaning as “cannabis” as set forth in Sec. 9-2.220.1 of this section.

### **Sec. 9-2.267.1. Personal residence.**

“Personal residence” shall mean a house, an apartment unit, a mobile home, or other similar dwelling.

### **Sec. 9-2.267.2. Personal cultivation of cannabis.**

“Personal cultivation of cannabis” shall mean the personal cultivation of not more than six living cannabis plants by a person within that person’s private residence, or upon the grounds of that



## **PLANNING COMMISSION STAFF REPORT**

**TO:** Honorable Planning Commissioners

**FROM:** Rebecca Herrin, Assistant Planning Director

**MEETING DATE:** March 7, 2019 *RH*

**SUBJECT:** PUBLIC HEARING ITEM: Proposed ordinance implementing a permanent ban on the cultivation of cannabis (marijuana) consistent with Board of Supervisors temporary moratorium ordinance 17-1107 by amending certain sections of Title 9 (Planning and Zoning) of the Plumas County Code

PCC 9-2.204, 9-2.249, 9-2.220.1, 9-2.220.2, 9-2.251.5, 9-2.261.5, 9-2.267.1, 9-2.267.2, 9-2.267.3, 9-2.402 and 9-2.405.1

**BACKGROUND:**

At the meeting of December 11, 2018, the Board of Supervisors approved a motion directing the Planning Commission to prepare an ordinance for adoption:

***“Direct the Planning Commission to proceed with developing an ordinance, consistent with the parameters of the moratorium now in place, which prohibits commercial cannabis cultivation, and further direct completion of the ordinance by early July 2019, to allow time for the Board of Supervisors to consider the proposed ordinance in advance of the moratorium term due to expire on October 13, 2019.”***

The proposed ordinance has been crafted to satisfy Board direction.

There was discussion of the proposal at the meeting held on January 3, 2019. The Commission held a workshop on the proposed ordinance on January 17, 2019.

**CEQA COMPLIANCE AND DETERMINATION:**

The ordinance's purpose is for protection of natural resources and public health and safety. Therefore, it is exempt from the requirements of the California Environmental

Quality Act under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment.

**ATTACHMENTS:**

1. Proposed ordinance and attachments
2. Planning Commission Resolution 2019-2 making recommendations to the Board of Supervisors

**RECOMMENDATIONS:**

**Staff recommends that the Commission:**

- 1. Hold the public hearing.**
- 2. Adopt Resolution 2019-2 making recommendations to the Board of Supervisors.**

ORDINANCE NO. 2019-

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
IMPLEMENTING A PERMANENT BAN ON THE CULTIVATION OF CANNABIS (MARIJUANA) CONSISTENT WITH  
BOARD OF SUPERVISORS TEMPORARY MORATORIUM ORDINANCE 17-1107 BY AMENDING CERTAIN SECTIONS  
OF TITLE 9 (PLANNING AND ZONING) OF THE PLUMAS COUNTY CODE

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

**Section 1.** Sections 9-2.204. "Agriculture" and 9-2.249 "Horticulture" of Article 2 of Chapter 2 of Title 9 of the Plumas County Code are hereby amended as set forth in Exhibit "A".

**Section 2.** Sections 9-2.220.1. "Cannabis", 9-2.220.2. "Cannabis cultivation", 9-2.251.5. "Industrial hemp", 9-2.261.5. "Marijuana", 9-2.267.1. "Personal residence", and 9-2.267.2. "Personal cultivation of cannabis" of Article 2 of Chapter 2 of Title 9 of the Plumas County code are hereby adopted as set forth in Exhibit "A".

**Section 3.** Section 9-2.267.3. "Personal services" of Article 2 of Chapter 2 of Title 9 of the Plumas County Code is hereby amended as set forth in Exhibit "A".

**Section 4.** Section 9-2.402. "General Requirements" of Article 4 of Chapter 2 of Title 9 of the Plumas County Code is hereby amended as set forth in Exhibit "A".

**Section 5.** Section 9-2.405.1 "Cannabis cultivation" of Article 4 of Chapter 2 of Title 9 of the Plumas County Code is hereby adopted as set forth in Exhibit "A".

**Section 6. Codification.**

Sections 1 through 5 of this ordinance shall be codified.

**Section 7. Publication.**

A summary of this ordinance shall be published, pursuant to Section 25124(b)(1) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the *Feather River Bulletin*, the *Indian Valley Record*, the *Chester Progressive*, and the *Portola Reporter*, newspapers of general circulation in the County of Plumas.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on

the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and passed and adopted on the \_\_\_\_\_  
day of \_\_\_\_\_, 2019 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

---

Chairman, Board of Supervisors

ATTEST:

---

Clerk of said Board of Supervisors

## **Exhibit “A”**

### **Sec. 9-2.204. Agriculture.**

~~"Agriculture" shall mean any of soil cultivation, crop production, raising and caring for livestock, and the processing and the sale of crops and livestock primarily from the premises and shall include horticulture, commercial animal husbandry, large animal husbandry, and small animal husbandry.~~ (§ 3, Ord. 84-593, eff. January 3, 1985)

~~is defined as the planting, raising, harvesting and production of agricultural, horticultural, aquaculture and forestry crops; the breeding, raising, husbandry of, pasturing, grazing and small scale slaughter and processing of livestock; the breeding, raising, harvesting and production of bees, fish, poultry and other fowl; and the associated support services and value added services, such as agritourism, necessary for the economic viability of agriculture.~~ “Agriculture” shall include horticulture, commercial animal husbandry, large animal husbandry, and shall animal husbandry.

**“Agriculture” shall not include cannabis cultivation as set forth in Sec. 9-2.220.2 of this section.**

### **Sec. 9-2.220.1. Cannabis.**

**“Cannabis” shall have the same meaning as that set forth in Business and Professions Code section 26001(f).**

### **Sec. 9-2.220.2. Cannabis cultivation.**

**“Cannabis cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis (marijuana) plants or any part thereof as provided in Business and Professions Code section 26001(l). “Cannabis cultivation” does not include “Personal cultivation of cannabis” as defined in Sec. 9-2.267.2.**

**Cannabis cultivation is declared a public nuisance that is subject to all remedies provided by law, including, but not limited to abatement, administrative penalties, and other remedies as provided in Chapter 9 of Title 1 of the Plumas County Code.**

### **Sec. 9-2.249. Horticulture.**

**“Horticulture” shall mean producing crops for commercial purposes. (§ 3, Ord. 84-593, eff. January 3, 1985)**

**“Horticulture” shall not include cannabis cultivation as set forth in Sec. 9-2.220.2 of this section.**

### **Sec. 9-2.251.5. Industrial hemp**

**“Industrial hemp” shall have the same meaning as that set forth in Section 11018.5 of the Health and Safety Code.**

### **Sec. 9-2.261.5. Marijuana.**

**“Marijuana” shall have the same meaning as “cannabis” as set forth in Sec. 9-2.220.1 of this section.**

### **Sec. 9-2.267.1. Personal residence.**

**“Personal residence” shall mean a house, an apartment unit, a mobile home, or other similar**

dwelling.

**Sec. 9-2.267.2. Personal cultivation of cannabis.**

"Personal cultivation of cannabis" shall mean the personal cultivation of not more than six living cannabis plants by a person within that person's private residence, or upon the grounds of that private residence, which are located in a locked space, and are not visible by normal unaided vision from a public place. Not more than six living cannabis plants may be planted, cultivated, harvested, dried, or processed within a single private residence or upon the grounds of that private residence, at one time.

**Sec. 9-2.267.1.3. Personal services.**

"Personal services" shall mean a place for the provision of services primarily for the purpose of personal appearance. (§ 1, Ord. 89-719, eff. November 2, 1989)

**Sec. 9-2.402. General requirements enumerated.**

The following general requirements are addressed in this article:

- (a) Airports;
- (b) Camp grounds;
- (c) Camping;
- (d) Cannabis cultivation;**
- ~~(d)~~**(e) Easements;**
- ~~(e)~~**(f) Eaves and overhangs;**
- ~~(f)~~**(g) Fences;**
- ~~(g)~~**(h) Flood;**
- ~~(h)~~**(i) Garages and carports;**
- ~~(i)~~**(j) Height;**
- ~~(j)~~**(k) Landscaping;**
- ~~(k)~~**(l) Lighting facilities;**
- ~~(l)~~**(m) Manufactured homes and commercial coaches;**
- ~~(m)~~**(n) Noise;**
- ~~(n)~~**(o) Parking and loading;**
- ~~(o)~~**(p) Porches and stoops;**
- ~~(p)~~**(q) Public utility facilities;**
- ~~(q)~~**(r) Signs;**
- ~~(r)~~**(s) Temporary occupancy;**
- ~~(s)~~**(t) Timber harvesting; and**
- ~~(t)~~**(u) Yards.**

**Sec. 9-2.405.1. Cannabis cultivation.**

Cannabis cultivation as defined in Sec. 9-2.220.2 shall be prohibited in all zones within the County. For the purposes of this section, cannabis cultivation does not include "Personal cultivation of cannabis as defined in Sec. 9-267.2.

RESOLUTION NUMBER P. C. 2019-2

RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS THAT THE ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE 9 (PLANNING AND ZONING) IN ORDER TO IMPLEMENT A PERMANENT BAN ON THE CULTIVATION OF CANNABIS (MARIJUANA) CONSISTENT WITH BOARD OF SUPERVISORS ORDINANCE 17-1107 BE INCORPORATED INTO THE PLUMAS COUNTY CODE AND THAT THE BOARD FIND THE ORDINANCE ADOPTION IS EXEMPT FROM CEQA UNDER SECTION 15061(b)(3)

**WHEREAS**, the proposed changes to Plumas County Code Sections of Articles 2 and 4 of Chapter 2 of Title 9 implementing a permanent ban on cultivation of cannabis (marijuana) consistent with Board of Supervisors Ordinance 17-1107 was discussed by the Planning Commission at a workshop held on January 17, 2019 and at a public hearing held on March 7, 2019; and

**WHEREAS**, the Planning Commission held a properly noticed public hearing on the proposed ordinance and received testimony from all interested parties; and

**WHEREAS**, the adoption of this ordinance will serve to protect natural resources and public health and safety.

**NOW, THEREFORE, BE IT RESOLVED**, that the Planning Commission of the County of Plumas, State of California recommends that the Board of Supervisors find that the ordinance adoption is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment because the ordinance adoption will protect natural resources and public health and safety and adopt the ordinance amending and adopting Plumas County Code Sections 9-2.204, 9-2.249, 9-2.220.1, 9-2.220.2, 9-2.251.5, 9-2.261.5, 9-2.267.1, 9-2.267.2, 9-2.267.3, 9-2.402, and 9-2.405.1 as shown in Exhibit "A" attached.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 7<sup>th</sup> DAY of MARCH, 2019 by the following roll call vote:

**AYES:** Commissioners:

**NOES:** Commissioners:

**ABSENT:** Commissioners:

Said resolution to be effective as of the 7th day of March, 2019.

ATTEST:

---

John Olofson  
Vice-Chair, Plumas County Planning Commission

---

Randy Wilson, Planning Director

RESOLUTION NUMBER P. C. 2019-2

RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS THAT THE ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE 9 (PLANNING AND ZONING) IN ORDER TO IMPLEMENT A PERMANENT BAN ON THE CULTIVATION OF CANNABIS (MARIJUANA) CONSISTENT WITH BOARD OF SUPERVISORS ORDINANCE 17-1107 BE INCORPORATED INTO THE PLUMAS COUNTY CODE AND THAT THE BOARD FIND THE ORDINANCE ADOPTION IS EXEMPT FROM CEQA UNDER SECTION 15061(b)(3)

WHEREAS, the proposed changes to Plumas County Code Sections of Articles 2 and 4 of Chapter 2 of Title 9 implementing a permanent ban on cultivation of cannabis (marijuana) consistent with Board of Supervisors Ordinance 17-1107 was discussed by the Planning Commission at a workshop held on January 17, 2019 and at a public hearing held on March 7, 2019; and

WHEREAS, the Planning Commission held a properly noticed public hearing on the proposed ordinance and received testimony from all interested parties; and

WHEREAS, the adoption of this ordinance will serve to protect natural resources and public health and safety.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the County of Plumas, State of California recommends that the Board of Supervisors find that the ordinance adoption is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment because the ordinance adoption will protect natural resources and public health and safety and adopt the ordinance amending and adopting Plumas County Code Sections 9-2.204, 9-2.249, 9-2.220.1, 9-2.220.2, 9-2.251.5, 9-2.261.5, 9-2.267.1, 9-2.267.2, 9-2.267.3, 9-2.402, and 9-2.405.1 as shown in Exhibit "A" attached.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 7<sup>th</sup> DAY of MARCH, 2019 by the following roll call vote:

AYES: Commissioners: Abbott, Greening, Williams, Olofson  
NOES: Commissioners: None  
ABSENT: Commissioners: None

Said resolution to be effective as of the 7th day of March, 2019.

  
John Olofson  
Vice-Chair, Plumas County Planning Commission

ATTEST:

  
Randy Wilson, Planning Director

# FEATHER PUBLISHING CO., INC.

(530) 283-0800

RECEIVED

P.O. BOX B, QUINCY, CA 95971

MAR 21 2019

PC Planning+Building

STATE OF CALIFORNIA }  
County of Plumas } ss.  
and/or Lassen

Keri B. Taborski deposes and says: That she is the principal clerk for the publisher of the

**BULLETIN**  
Quincy, Plumas County  
Adjudication Decree #4644

**RECORD**  
Greenville, Plumas County  
Adjudication Decree #5462

**Chester Progressive**  
Chester, Plumas County  
Adjudication Decree #5956

**PORTOLA REPORTER**  
Portola, Plumas County  
Adjudication Decree #2497

**Times**  
Susanville, Lassen County  
Adjudication Decree #15466

that the Public Hearing, Plumas BOS re: cannabis ordinance

of which the attached is a true printed copy, was published in the weekly issue of said newspaper(s) as indicated above (and not in a supplement thereof) for One

consecutive week(s), beginning March 20, 2019 and ending March 20, 2019, both dates inclusive, to wit: March 20, 2019

Date: March 20, 2019 /s/

*Keri B. Taborski*

Keri B. Taborski

Notice of Public Hearing  
Plumas County Board of  
Supervisors

Proposed zoning ordinance  
implementing a permanent ban on  
Cultivation of Cannabis (Marijuana)  
within the unincorporated areas of  
Plumas County and determinations  
under the California Environmental  
Quality Act (CEQA)

The Plumas County Board of Supervisors  
will hold a public hearing on the following  
matter on Tuesday, April 2, 2019 in the  
Board of Supervisors room, Plumas County  
Courthouse, 520 Main Street, Quincy, CA  
1:00 p.m.

**Public Hearing Item: Proposed ordinance  
implementing a permanent ban on the  
cultivation of cannabis (marijuana) consistent  
with Board of Supervisors temporary  
moratorium ordinance 17-1107 by  
amending certain sections of Title 9  
(Planning and Zoning) of the Plumas  
County Code**

The proposed ordinance implementing a ban on the cultivation of cannabis (marijuana) provides an exemption for personal cultivation of cannabis of up to six plants and for cultivation of industrial hemp under State law.

The Planning Commission has recommended approval of this ordinance. The Planning Commission has also recommended that this ordinance be found to be exempt from the California Environmental Quality Act (CEQA) requirements under Section 15061(b)(3) as there is no possibility that a ban on the cultivation of cannabis may cause any significant adverse environmental impacts.

For further information, contact: Rebecca Herrin at Plumas County Planning and Building Services, 555 Main Street, Quincy, CA; (530) 283-6213 or beckyherrin@countyofplumas.com. Copies of the proposed ordinance will be made available to the public.

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

This public hearing is held pursuant to  
Government Code Section 65090.  
Published FRB, IVR, PR, CP  
March 20, 2019



FEATHER PUBLISHING CO., INC.

P.O. BOX B, QUINCY, CA 95971

RECEIVED

(530) 283-0800

MAR 21 2019

Planning+Building

STATE OF CALIFORNIA }  
County of Plumas } ss.  
and/or Lassen

Keri B. Taborski deposes and says: That she is the principal clerk for the publisher of the



**FEATHER RIVER BULLETIN**

Quincy, Plumas County  
Adjudication Decree #4644



**INDIAN VALLEY RECORD**

Greenville, Plumas County  
Adjudication Decree #5462



**Chester Progressive**

Chester, Plumas County  
Adjudication Decree #5956



**PORTOLA REPORTER**

Portola, Plumas County  
Adjudication Decree #2497



**Times**

Susanville, Lassen County  
Adjudication Decree #15466

that the Summary of Ordinance, re: Cannabis *Jan*

of which the attached is a true printed copy, was published in the weekly issue of said newspaper(s) as indicated above (and not in a supplement thereof) for One consecutive week(s), beginning March 20, 2019 and ending March 20, 2019, both dates inclusive, to wit: March 20, 2019

Date: March 20, 2019 /s/

*Keri B. Taborski*

Keri B. Taborski

**SUMMARY OF ORDINANCE  
AMENDING PLUMAS COUNTY  
CODE TITLE 9 TO IMPLEMENT A  
PERMANENT BAN OF THE  
CULTIVATION OF CANNABIS  
(MARIJUANA) CONSISTENT WITH  
THE BOARD OF SUPERVISORS  
TEMPORARY MORATORIUM**

**ORDINANCE 11-1107**

On April 2, 2019, the Plumas County Board of Supervisors will hold a public hearing on the proposed ordinance.

**ORDINANCE NO. 2019-**

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, IMPLEMENTING A PERMANENT BAN ON THE CULTIVATION OF CANNABIS (MARIJUANA) CONSISTENT WITH BOARD OF SUPERVISORS TEMPORARY MORATORIUM ORDINANCE 11-1107 BY AMENDING CERTAIN SECTIONS OF TITLE 9 (PLANNING AND ZONING) OF THE PLUMAS COUNTY CODE.**

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

**Section 1.**

Sections 9-2.204. Agriculture, 9-2.220.1 Cannabis, 9-2.220.2 Cannabis Cultivation, 9-2.249 Horticulture, 9-2.251.5 Industrial Hemp, 9-2.261.5 Marijuana, 9-2.267.1 Personal Residence, 9-2.267.2 Personal cultivation of cannabis, 9-2.267.3 Personal services, 9-2.402 General Requirements enumerated, and 9-2.405.1 Cannabis cultivation of Articles 2 and 4 of Chapter 2 of Title 9 of the Plumas County Code are adopted and amended as set forth in Exhibit "A".

**Section 2.**

Exhibit "A" shall take effect thirty (30) days after approval of the ordinance.

**Section 3. Codification.**

This ordinance shall be codified.

**Section 4. Publication**

A summary of this ordinance shall be published, pursuant to Section 25124(b)(1) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the Feather River Bulletin, the Indian Valley Record, the Chester Progressive, and the Portola Reporter, newspapers of general circulation in the County of Plumas

**Publish: All Papers**

EXHIBIT: COPIES OF EXHIBIT A, DESCRIBED ABOVE, ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK.

Published FRB, IVR, PR, CP

March 20, 2019

5A

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

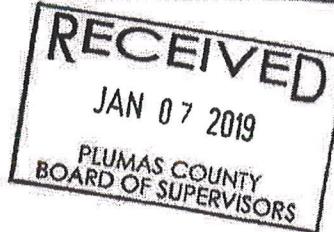
RECEIVED

JAN 07 2019

NOTICE: All claims must be presented to the County of Plumas in accordance with **GOVERNMENT CODE § 940**. Failure to fully complete this form will result in your claim being returned. Plumas County **EMPLOYEES' ATTORNEY'S OFFICE** is not allowed to provide legal advice. Attach additional pages if needed.

MAIL TO:

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



## CLAIMANT INFORMATION

1.	Name of Claimant:	<u>Brian Garrett</u>		
2.	Date of Birth:	<u>9/20/1951</u>	3.	Gender (circle one): <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female
4.	Mailing Address of Claimant:	<u>P.O. Box 141</u>	<u>Mineral</u>	<u>CA</u> <u>96063</u>
	Address	City	State	Zip
5.	Mailing Address where notices are to be sent (if different than mailing address of claimant):			
	<u>P.O. Box 141</u>	<u>Mineral</u>	<u>CA</u> <u>96063</u>	
	Address	City	State	Zip
6.	Telephone Number of Claimant: <u>530 258-7182</u>			

#### INFORMATION ABOUT CLAIM

7. Incident Date: Month \_\_\_\_\_ Day \_\_\_\_\_ Year Present Day

8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):  
Chester CA. I was contacted by PCSO Deputy via phone.

9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):  
Personal Property (multi Plaza 3500) welder was taken into the evidence custody from the Garage of George Fellows. The welder was not TAGGED for evidence for months, & was called again to pick up the welder at Chester Sub-Station, when I arrived the welder was missing. A full year has passed for the DCSO to find the Multi Plaza 3500 Welder.

10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:  
The Multi Plaza Welder was NEW. The Damage is the loss of the unit, the injury & indebtedness is the lack of profits. The obligation was the DCSO should have TAKEN THE CORRECT CODE & TAGGED the welder for proper custody records.

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ 2,500.00

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case:  YES  NO

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

Plumas Co Sheriff's Deputies

**CLAIMS INVOLVING MOTOR VEHICLES**

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier?  YES  NO

15. Name of insurance carrier and telephone number (including area code):

Name	Telephone Number		
Address	City	State	Zip
16. Policy Number:			
17. Are you the registered owner: <input type="checkbox"/> YES <input type="checkbox"/> NO			
18. Amount of deductible: \$ _____			
19. Make: _____ Model: _____	Year: _____		

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

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

Brian Garrett  
Signature

Jan 1, 2019  
Date

Brian Garrett  
Printed Name of Person Completing Claim

Minerals, Cr, Alabey  
P.O. Box 141

CERTIFIED MAIL™

THE JOURNAL OF CLIMATE VOL. 17, 2004

卷之三

CLERK OF THE BOARD  
520 Main St. Rm. 309  
Quincy, MA 02171

卷之三

According to Government Code § 915.4 this was mailed at Mineral, CA 06063

Confidential Mail

7013-1090-0002-0826-6195

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

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

**MAIL TO:**  
Clerk of the Board  
520 Main St, Rm 309  
Quincy, CA 95971

## CLAIMANT INFORMATION

1. Name of Claimant: Harry J. Rogers  
2. Date of Birth: 11/07/1957 3. Gender (circle one):  Male  Female

4. Mailing Address of Claimant:

**4059 North Valley Road** **Greenville** **CA** **95947**  
Address **City** **State** **Zip**

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

---

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

6. Telephone Number of Claimant: (530) 592-5941

## INFORMATION ABOUT CLAIM

7. Incident Date: Month August Day 6-28 Year 2018

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

**4059 North Valley Road, Greenville CA 95947 (some of the incidents took place elsewhere, such as defamation by Ed Obayashi)**

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

**This claim arises from Plumas County wrongfully interfering with my hemp operation, wrongfully seizing my hemp, defaming me, interfering with my research, interfering with my business relations with BioRemedies MD, interfering with my business relations with L.L. Capital Inc, interfering with my right to farm, trespass, intentional infliction of emotional distress, abuse of authority, and excessive fines.**

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

**Damage, injury, and loss arising from the above, including but not limited to, compensation for each of the above claims, along with the value of the hemp taken, medical costs, pain and suffering, legal fees, as well as punitive and other damages.**

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ more than \$10,000

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case:  YES  NO

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

Strom, Obayashi, Peay, Frazier, Stuhr, Settemire, Gibson, BOS Goss, Engel, Simpson, Sanchez, Thull,  
perhaps more

**CLAIMS INVOLVING MOTOR VEHICLES**

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier?  YES  NO

15. Name of insurance carrier and telephone number (including area code):

Name	Telephone Number		
Address	City	State	Zip

16. Policy Number: \_\_\_\_\_

17. Are you the registered owner:  YES  NO

18. Amount of deductible: \$ \_\_\_\_\_

19. Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

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

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

Harry D. Rogers 2/5/2019  
 Signature Date

Harry J. Rogers  
 Printed Name of Person Completing Claim

email : hj-rogers@yahoo.com

CL M AGAINST THE COUNTY OF P MAS  
(Pursuant to Government Code §910.4.)

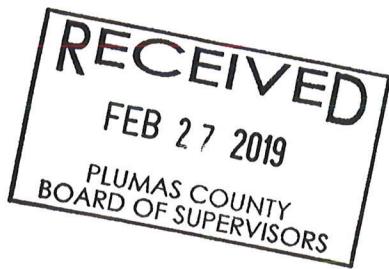
5c

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

**MAIL TO:**

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

**CLAIMANT INFORMATION**



1. Name of Claimant: Lynne Loescher
2. Date of Birth: 02/24/1956      3. Gender (circle one):  Male  Female
4. Mailing Address of Claimant:  
2531 Forest Avenue, Suite 100       Chico      CA      95928  
Address      City      State      Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):  
\_\_\_\_\_  
Address      City      State      Zip
6. Telephone Number of Claimant: (530) 891-6222

**INFORMATION ABOUT CLAIM**

7. Incident Date: Month August      Day 30, 31      Year 2018
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):  
State Route 70 at Greenville turnoff
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):  
CHP conducted an unlawful, unconstitutional arrest, despite not having blood alcohol level sufficient to justify arrest, CHP decided to hold claimant overnite with the participation and cooperation of Plumas County Sheriff. Kept claimant in a cell containing feces, urine and vomit in violation of claimant's fourth, eighth, and fourteenth amendment rights.
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:  
Claimant is a registered nurse who has no criminal background. The combined conduct of the CHP and Plumas County caused claimant severe mental, emotional and physical distress and trauma. Claimant was required to hire an attorney even though no criminal charges were filed against her.

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

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case:  YES  NO

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

Unknown as to Plumas County employees.

### CLAIMS INVOLVING MOTOR VEHICLES

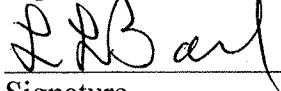
14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier?  YES  NO

15. Name of insurance carrier and telephone number (including area code):

Name	Telephone Number
Address	City State Zip
16. Policy Number: _____	
17. Are you the registered owner: <input type="checkbox"/> YES <input type="checkbox"/> NO	
18. Amount of deductible: \$ _____	
19. Make: _____	Model: _____
	Year: _____

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

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

  
Signature

2-19-19

Date

LARRY L. BAUMBACH

Printed Name of Person Completing Claim