



## **BOARD OF SUPERVISORS**

Terrell Swofford, Chair 1<sup>st</sup> District

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

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

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

Jon Kennedy, Vice Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF NOVEMBER 05, 2013 TO BE HELD AT 11:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

**10:00 – 11:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

**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

11:00 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. COMMUNITY DEVELOPMENT COMMISSION** – David Keller

- A. **PUBLIC HEARING:** Community Development Block Grant Program (CDBG) Program; Revised Program Income (PI) Reuse Plan and Allocation of Existing PI Funds
- B. Adopt **RESOLUTION** authorizing a Revised Community Development Block Grant Program Income Reuse Plan and transfer funds from all Revolving Loan Accounts to the Housing Rehabilitation Revolving Loan Account. **Roll call vote**

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

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

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

#### **2. FLOOD CONTROL & WATER CONSERVATION DISTRICT** – Robert Perreault/Randy Wilson

- A. Report on the status of the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff
- B. Approve and authorize the Chair to sign letter to the Board of Directors of Plumas Corporation indicating Plumas County's intent to work with the Department of Water Resources to re-program Prop 50 Last Chance II project grant funds. Discussion and possible action

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

3. **BOARD OF SUPERVISORS**

- A. Correspondence
- B. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
- C. Appointments

**ALMANOR RECREATION & PARK DISTRICT**

Appoint Michele Gosney to the Almanor Recreation & Park District Board, effective December 06, 2013, necessary to form a quorum until the next Uniform District Election

**LAST CHANCE CREEK WATER DISTRICT**

Confirm appointment of Milt Frei to the Last Chance Creek Water District Board to serve the coming four-year term through 2017

4. **EASTERN PLUMAS RECREATION DISTRICT** – Don Fregulia

Consider request to appropriate \$5,000 from the General Fund Contingency to Eastern Plumas Recreation District to improve the facilities at the Johnsville Historic Ski Bowl. **Four/fifths required roll call vote**

5. **EASTERN PLUMAS CHAMBER OF COMMERCE** – Mona Bishop

Consider request of Eastern Plumas Chamber of Commerce to appropriate \$10,000 from the General Fund Contingency to Eastern Plumas Chamber of Commerce for Tourist Information Center; Rec & Tech Economic Development & Business Summit; and costs for promoting Plumas County at events and trade shows. **Four/fifths required roll call vote**

6. **DEPARTMENTAL MATTERS**

A. **SOCIAL SERVICES** – Elliott Smart

Presentation of Social Services Trends Report for quarter ending September 30, 2013. Discussion and possible action

**Adjourn as the Board of Supervisors and convene as the In-Home Supportive Services Governing Board**

B. **IN-HOME SUPPORTIVE SERVICES** – Elliott Smart

Approve and authorize the Chair of the Governing Board to sign revised and restated contract between the Nevada-Sierra In-Home Supportive Services Public Authority and the Plumas County IHSS Public Authority for administrative services, provider registry services and for program integrity support including background checks of prospective in-home care providers. Approved as to form by County Counsel

**Adjourn as the In-Home Supportive Services Governing Board and reconvene as the Board of Supervisors**

C. **PUBLIC HEALTH AGENCY** – Mimi Hall

- 1) Approve supplemental budget of \$17,756 for receipt of unanticipated revenue from one-time funding from the California Department of Veterans Affairs (CalVet) for the County Subvention Program for FY 2013 2014. **Four/fifths required roll call vote**
- 2) Approve request to recruit and hire .50 FTE Assistant Cook position for the Chester Nutrition Site. Discussion and possible action

D. **PUBLIC WORKS** – Robert Perreault

Authorize the Department of Public Works to recruit and fill vacant and funded 1.0 FTE Road Maintenance Worker I/II in Beckwourth. Discussion and possible action

**E. AGRICULTURE – Tim Gibson**

Approve request to recruit and fill vacant and funded 1.0 FTE Agricultural and Standards Inspector I/II/III position. Discussion and possible action

**F. ENVIRONMENTAL HEALTH/OES – Jerry Sipe**

Adopt **RESOLUTION** authorizing the Director of Environmental Health to enter into a new Local Primacy Delegation Agreement with the California Department of Public Health for the small public drinking water regulatory program and sign the Local Primacy Delegation Agreement, associated Grant Funding Agreement, and other assurances as the Board's designee; and authorize the Treasurer-Tax Collector to enter into and sign a Fiscal Agent Agreement with the California Department of Public Health to manage funds in support of this program. **Roll call vote** Approved as to form by County Counsel

**7. CONSENT AGENDA**

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

**A. CLERK OF THE BOARD**

Approve Board minutes for October 2013

**B. PUBLIC WORKS**

Award of Contract to Keith R. Peterson, Inc. not to exceed \$41,000 for rock drilling at the Bucks Lake Road Slope Stabilization project, and authorize the Chair to execute the Contract. Approved as to form by County Counsel

**C. SHERIFF**

- 1) Approve and authorize the Chair to execute Contract of \$30,000 between the Sheriff and DeMartile Automotive for maintenance of vehicles. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to execute Contract with Fehrman Mortuary not to exceed \$20,000 to assist in coroner's duties. Approved as to form by County Counsel

**D. FISH & GAME ADVISORY COMMISSION**

- 1) Authorize the Commission to contribute \$3,000 toward "Trout in the Classroom" program for purchase of chillers, aquariums and pumps
- 2) Authorize the Fish & Game Commission's support of the Phase III electrical installation for the Chester High School Hatchery program chiller not to exceed \$2,500

**E. EMERGENCY SERVICES**

Declare an unused 1971 International Truck as surplus and authorize sale at public auction

**F. FAIRGROUNDS**

Ratify contract with Turf Star for emergency repairs to lawn mower in the spring of 2013. Approved as to form by County Counsel

**G. PUBLIC HEALTH AGENCY**

Approve application by Plumas County Public Health Agency to Covered California for Certified Enrollment Entity status; and authorize the Director of Public Health to sign

## **8. CLOSED SESSION**

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

- A. Personnel: Public employee appointment or employment – Director of Alcohol & Drug
- B. Conference with Labor Negotiators: Unrepresented employee – Director of Alcohol & Drug
- C. Personnel: Public employee appointment or employment – Acting Chief Probation Officer
- D. Conference with Legal Counsel: Initiation of litigation pursuant to Subdivision (d)(4) of Government Code §54956.9 - Plumas National Forest Travel Management Plan
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code §54956.9
- F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

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

#### **ADJOURNMENT**

Adjourn meeting to Tuesday, November 12, 2013, Plumas-Sierra County Fairgrounds, Quincy, California.

*2013 “The Year of the Child”*

# Plumas County Community Development Commission

## Memo

**To:** Honorable Plumas County Board of Supervisors

**From:** Thomas Yagerhofer, PCCDC Finance/Deputy Director *TY*

**Date:** 10-18-2013

**Re:** Revised CDBG Program Income Reuse Plan

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### Background

The State of California Department of Housing and Community Development (HCD) has required that the County's Community Development Block Grant (CDBG) Program Income (PI) Reuse Plan be updated. It was last updated on May 13, 2005.

HCD has recently developed a new template for PI Reuse Plans entitled "Community Development Block Grant Program (CDBG) Program Income (PI) Reuse Plan with Jurisdictional Certifications" which includes a new methodology of allocating PI received to Revolving Loan Accounts (RLA's).

A draft of the new PI Reuse Template was previously presented to the Community Development Commission Board on September 3, 2013, and the unchanged final copy is on file with the Clerk of the Board of Supervisors if additional review is required.

### Allocation Methodology – Prior and Proposed

In the past, Program Income received was allocated to RLA's on the basis of where it originated. That is, loan repayments from housing loans were placed in the "Housing Rehab" RLA and loan repayments from Economic Development loans were placed in the "Business Assistance" RLA. If an imbalance in repayments resulted in a need to transfer funds between the two RLA's, a Public Hearing was held and the funds were then transferred to the RLA where they were needed. This occurred on at least two occasions in recent years, when Business Assistance funds were transferred to Housing Rehabilitation. The State likes to see the RLA's revolve, indicating that they are active and loans are being made.

HCD's new allocation methodology requires the County to select a fixed percentage of allocation among four possible RLA choices. This could result in an even greater chance of RLA imbalances occurring that would require changes later. In addition, if funds were to be placed in a Microenterprise Financial Assistance Revolving Loan Account (ME-RLA), those

funds would have to be spent ahead of any CDBG grant funds on the open Microenterprise grant, potentially resulting in underperformance of the grant.

Thus, it is PCCDC staff's recommendation that all PI funds received (i.e. 100%) be placed into the Housing Rehabilitation – Single Family (1-4 Units) Revolving Loan Account, known as HR-RLA. This simple allocation method will be easier to track and if a need develops for a Business Assistance loan or for additional monies being needed for Microenterprise Financial Assistance, an RLA for that purpose could be established and funds transferred after a properly-noticed Public Hearing, just as before.

We are additionally advised by HCD staff that existing funds on hand in the Business Assistance RLA (BA-RLA) must be transferred to the Housing Rehabilitation RLA (HR-RLA) as a part of this process and the BA-RLA would cease to exist (unless later needed, as described above). This would have the effect of moving approximately \$79,000 of BA-RLA funds to the HR-RLA, giving that RLA a new total amount of approximately \$179,000.

#### Summary

Staff feels that the revised allocation method will keep the RLA PI process simple in light of increasing State rules and regulations, while still allowing the County the flexibility to move funds where needed on a reasonably expedient basis.

Staff recommends the approval of the Resolution to make these changes to the Program Income Reuse Plan.

Resolution No. \_\_\_\_\_

**AUTHORIZATION TO ADOPT A  
REVISED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
INCOME (PI) REUSE PLAN AND TRANSFER FUNDS FROM ALL  
REVOLVING LOAN ACCOUNTS (RLA'S) TO THE  
HOUSING REHABILITATION RLA**

**WHEREAS**, the State of California Department of Housing and Community Development (HCD) has required that the County's CDBG Program Income Reuse Plan be updated, and

**WHEREAS**, HCD has developed a new Program Income Reuse Template to be followed by all CDBG jurisdictions that alters the methodology by which new Program Income is distributed to Revolving Loan Accounts, and

**WHEREAS**, HCD has also established a methodology by which existing on-hand RLA funds are to be handled in conjunction with the selected distribution method for the new Program Income funds,

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Board of Supervisors approves the revised Community Development Block Grant Program (CDBG) Program Income (PI) Reuse Plan with Jurisdictional Certifications including the distribution methodology of allocating 100% of the Program Income received to the Housing Rehabilitation – Single Family (1-4 Units) Revolving Loan Account (HR-RLA) and in addition,

The Board of Supervisor approves the transfer of the existing balance in the Business Assistance Revolving Loan Account (BA-RLA) to the HR-RLA.

The Executive Director of the Plumas County Community Development Commission, or his Designee, is authorized to execute the PI Reuse Plan document.

Resolution No. \_\_\_\_\_

**AUTHORIZATION TO ADOPT A  
REVISED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
INCOME (PI) REUSE PLAN AND TRANSFER FUNDS FROM ALL  
REVOLVING LOAN ACCOUNTS (RLA'S) TO THE  
HOUSING REHABILITATION RLA**

**ADOPTED AND APPROVED THIS** 5th day of November 2013, by the following  
vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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T. H. Swofford, Chairperson

**ATTEST:**

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Nancy DaForno, Clerk of the Board

# PLUMAS COUNTY PLANNING & BUILDING SERVICES

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

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



**DATE:** November 5, 2013

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

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

**RE:** Request for the Board of Supervisors to approve and authorize the Chair of the Board of Supervisor to sign a letter to the Plumas Corporation Board of Directors indicating Plumas County's intent to work with the Department of Water Resources to re-program the remaining Proposition 50 Last Chance II project grant funds.

#### STAFF COMMENT:

Plumas County has a Proposition 50 Grant from the Department of Water Resources, which contains several projects, including a pond and plug project called Last Chance II. Plumas County and Plumas Corporation have an agreement to implement the Last Chance II project. The attached letter is to inform the Board of Directors of Plumas Corporation of Plumas County's intent to work with the Department of Water Resources to re-program the grant funds for the Last Chance II project.

#### ACTIONS FOR CONSIDERATION:

The Plumas County Planning Department recommends the Plumas County Board of Supervisors take the follow action.

- 1) Approve the attached letter to Board of Directors of Plumas Corporation and authorize to the Chair to sign the letter.

November 5, 2013

Plumas Corporation Board of Directors  
P.O. Box 3880  
Quincy, CA 95971

RE: Re-Programming of Proposition 50 Grant Funds-Last Chance II Project

Dear Plumas Corporation Board Members,

The work plan specified in Exhibit A of the Grant Agreement between the State of California Department of Water Resources and Plumas County for the Last Chance II stream restoration project encompasses eight miles of mainstream channel using the pond and plug technique as a treatment method. Information in Exhibit A estimates that 285,000 cubic yards of on site material will be used to eliminate the gully of Last Chance Creek in the project area.

The Last Chance II project is located entirely on the Plumas National Forest, which requires the project undergo review under the National Environmental Quality Act (NEPA). Over the last year the Forest Service has reviewed the project and has developed some alternatives for the stream restoration of Last Chance Creek, which may include the pond and plug treatment as part of the restoration. If Proposition 50 funds (state funds) are used for the project a California Environmental Quality Act (CEQA) review is required. The pond and plug technique of stream restoration has become controversial in the past few years. As the project stands, compliance with both NEPA and CEQA is required. Further consideration of the Last Chance II project since it was originally proposed, has led to the conclusion that CEQA will require the preparation of a comprehensive environmental impact report (EIR). However, the cost estimates when the Last Chance II project was initially proposed did not anticipate the current expense required for such an EIR in the budget. Neither Plumas County (County) as the Grantee of the Grant Agreement, nor Plumas Corp as the "Project Sponsor," is prepared to provide the additional funding an EIR requires. In addition, the County as the "lead agency" for CEQA purposes has concerns about potential CEQA lawsuits if the pond and plug stream restoration method is used for the Last Chance II project. As a result, the Plumas County no longer considers the Last Chance II project to be a prudent and effective use of the grant funds.

The County has determined that other alternative projects would be a better use of the remaining funds in the Proposition 50 grant allocation for the Last Chance II project. Such possible use of the remaining funds, estimated to be from \$2,000,000 to \$2,200,000, could be for irrigation efficiency, fencing, or other projects that support the agricultural community and that are inline with Proposition 50.

Plumas County has contacted the Department of Water Resources regarding the possibility of re-programming the remaining grant funds from the Last Chance II project to other projects. The Department of Water Resources indicates that this is possible and that the Agreement between the Department of Water Resources and Plumas County (Grant Agreement) will have to be modified. Plumas County desires to modify the Grant Agreement and as such the agreement with Plumas Corporation will need to be modified.

The letter is notice to Plumas Corporation that Plumas County intends to begin the process of modifying the Proposition 50 Grant Agreement between the Department of Water Resources and

Plumas County. In the event there is a modification of the Grant Agreement, it follows that the agreement with Plumas Corporation will have to be modified.

Sincerely

Terry Swofford,  
Chair Plumas County Board of Supervisors

10-2-13

Meeting with the County Flood Control Group – County Representatives

In attendance:

County Representatives: Lori Simpson, Terry Swofford, Randy Wilson, Craig Settemire  
Plumas Corporation Board and Staff: Russell Reid, John Olofson, John Kolb, Gia Martynn

The purpose of the meeting was to discuss Plumas Corporations contract with the County for the Last Chance II project which is a portion of the Prop 50 Grant funds.

Randy Wilson gave a brief overview of the Prop 50 Grant, which is complex, and involves a number of agencies including the Forest Service, and the Land Trust. Last Chance II is a Forest Service project that may involve pond and plug as the treatment method, although that is just one of the proposed treatments. Pond and plug treatment has become a controversial treatment in the past few years. The County would like to see other methods used. The proposed project is on Forest Service land which requires NEPA, but if Prop 50 funds are used CEQA will need to be completed as well. The CEQA is the responsibility of the County and the Board of Supervisors. The County as the lead agency has concerns about potential lawsuits if the pond and plug treatment is used. The Forest Service as the landowner can determine which treatment method they would like to use. It was mentioned that there is not a signed contract between the Forest Service and the County for this project. It was felt that further discussion with Deb Bumpus at the Forest Service would be beneficial.

It was also mentioned that an EIR and or an EIS might be done. It is possible that the cost for an EIR could be about \$200,000. Potentially, Prop 50 funds could assist in paying for the EIS, however this would need to be approved.

Randy mentioned that he has discussed some alternative projects with the Department of Water Resources (DWR) who is the Prop 50 funding agency. It was mentioned that the County would need to request an extension for the Prop 50 Grant and that the contract between the County and Plumas Corporation expires in March of 2014. Additionally, Randy mentioned that the contract between the Corporation and the County can be severed without cause.

It was reported that over \$337,000 had been spent through 6-30-13. That does not count matching grant funding from National Fish & Wildlife Foundation. There is an estimated 2 million dollars left in the Prop 50 Grant and DWR wants those funds expended on the watershed.

The County feels that alternative projects would be a better use of the funds. Irrigation efficiency was proposed as well as fencing and other projects that support the Ag community would be well received by landowners as well as DWR. A list of potential projects was presented as a starting point and the list could be expanded. There was some discussion about the length of time it takes to get new projects approved and completed. The County wanted to know if the Corporation was interested in working on alternative projects, and the Board members present indicated they would be interested

The Prop 50 Grant is with the County of Plumas not the Flood Control District, and any modification to the grant would need to be clearly defined.

In conclusion:

- The County will contact DWR to determine if they will allow reallocating the remainder of the LCII grant budget to other projects.
- The County will contact DWR to determine what is needed to satisfy reporting requirements of the expenditures to date.
- Determine the available amount of grant funds remaining.
- Prepare lists of potential projects that the reallocated Prop 50 funds could be used for. The County as well as the Corporation would give their input.

Meeting adjourned

**ORIGINAL**

FUNDING AGREEMENT  
Between  
County of Plumas  
and  
PLUMAS CORPORATION  
(PROP. 50 IRWM - FEATHER RIVER CRM -LAST CHANCE PHASE II)

This FUNDING AGREEMENT is entered into by and between the County of Plumas (“County”) and Plumas Corporation (“Contractor”).

**A. PURPOSE:**

The California Department of Water Resources (CA-DWR) has established grant agreement #4500132624 (the “Grant Agreement”) with Plumas County to provide \$7,000,000 under the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002. CA-DWR will provide these grant funds to assist in financing projects associated with the Upper Feather River Watershed Integrated Regional Water Management Plan and the Upper Feather River Watershed and Water Quality Improvement Project, hereinafter referred to as the Water Quality Improvement Project. In addition to items to be implemented by several different entities in the Upper Feather River region, the Water Quality Improvement Project includes the Last Chance Creek Restoration Project - Phase II (“Last Chance II Project”). Plumas County will disperse grant funds totaling up to \$2,546,250 to Contractor to assist in funding the Last Chance II Project, as that project is set forth in the Grant Agreement.

**B. CONTRACTOR SHALL:**

1. Implement and complete all work items described in the Grant Agreement related to the Last Chance II Project.
2. Provide Plumas County with project progress and monitoring information necessary to comply with the submission of reports (Quarterly Reports, Project Completion Report, Grant Completion Report, and Post Performance Report) to meet the requirements of the Grant Agreement.
3. Comply with all of the requirements and obligations of a Local Project Sponsor under the Grant Agreement in carrying out the work under this Funding Agreement.
4. Submit invoices to County no more frequently than monthly for all reimbursable work set forth in the Grant Agreement, including all supporting documentation required for County to obtain reimbursement from CA-DWR.

**C. PLUMAS COUNTY SHALL:**

1. Disperse up to \$2,546,250 of grant funds to Contractor to reimburse expenses identified in the budget and work plan of the Last Chance II Project.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. **MODIFICATION**. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
2. **PRINCIPAL CONTACTS**. The principal contacts for this agreement are, and any notice required or permitted under this agreement shall be provided in writing to, the following contacts:

<i><b>Contractor Project Contact</b></i>	<i><b>Plumas County Project Contact</b></i>
John Sheehan	Brian Morris
Plumas Corporation	Plumas County Flood Control District
P.O. Box 3880	520 Main Street, Room 413
Quincy, CA 95971	Quincy, CA 95971
Phone: 530-283-6243	Phone: 530-283-6243

3. **PAYMENT**. Payment shall be made by County to Contractor upon the receipt of grant funds from CA-DWR. The processing of payment requests by CA-DWR is beyond the control of the County and the payment of Contractor billings may exceed typical payment cycles. Depending on the County's available cash resources, the County may, in its sole discretion, make payment to Contractor prior to receiving payment from CA-DWR.
4. **COMMENCEMENT/EXPIRATION DATE**. This Funding Agreement is executed as of the date of last signature and is effective for a 5 year period, at which time it will expire unless extended.
5. **TERMINATION**. The County may terminate this Funding Agreement at any time without cause upon notice to Contractor. Upon notice of termination, Contractor shall cease any further work under this agreement and submit a final invoice for any work that has already been completed.
6. **INDEMNIFICATION**. Each party shall indemnify, defend, and hold harmless the other party and its officers, employees and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from the negligent acts, willful acts, or errors or omissions of that party, or that party's employees or agents. Each party understands and agrees that its duty to defend shall be a separate and independent duty from the duty to indemnify.
7. **INDEPENDENT CONTRACTOR**. The parties understand and agree that Contractor is an independent contractor and that no employment relationship between Contractor and the County of Plumas is created by this Funding Agreement. The County's workers' compensation insurance does not cover Contractor or any member of Contractor's staff. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which duties imposed by this Funding Agreement are

performed. This Funding Agreement is not an agency agreement, and Contractor is not an agent or legal representative of the County of Plumas for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, the County of Plumas, or to bind the County of Plumas in any manner or thing whatsoever. During the term of this Agreement, no employee or independent contractor of Contractor shall become an employee or agent of the County of Plumas for any purpose.

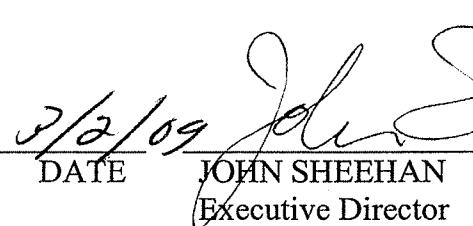
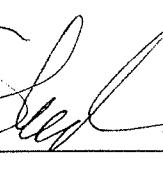
8. **ASSIGNMENT**. The rights and duties established by this Funding Agreement are not assignable by either party, in whole or in part, without prior written consent of the other party.
9. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. There are no more promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.
10. **SEVERABILITY**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such an event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement or render it meaningless, the Agreement shall be deemed cancelled.

**In executing this Funding Agreement, the County (Grantee) demonstrates that Contractor (the designated Local Project Sponsor ) is aware of and will comply with the provisions of the Grant Agreement between CA-DWR (State) and County (Grantee).**

The PARTIES HERETO have executed this instrument.

COUNTY OF PLUMAS

PLUMAS CORPORATION

  2/2/09  2/2/09

<u>JACK INGSTAD</u>	DATE	<u>JOHN SHEEHAN</u>	DATE
County Administrative Officer		Executive Director	



## EXHIBIT A

### WORK PLAN

#### **Project: Last Chance Creek Watershed Restoration Project Phase II**

#### **Local Project Sponsor: Plumas Corporation (Feather River Coordinated Resource Management Group)**

The second phase of the Last Chance Creek Watershed Restoration Project encompasses eight miles of mainstem channel and short reaches of the confluence zones of the four significant tributaries in the reach. Willow Creek, Little Stony Creek, Stone Dairy Creek, and Cottonwood Creek all have channel incision occurring near the confluence as these tributaries adjust their base channel levels to the incision-lowered elevation of Last Chance Creek. When complete, this project will directly reconnect eight miles of stream channel to over 800 acres of naturally-evolved meadow floodplain and reduce the incision risk to still functional tributary meadows. The result will fully restore the flood attenuation, baseflow augmentation and ecosystem habitat values of a functional montane meadow system.

This Grant Agreement has been funded at 70% of the amount originally requested. For that reason, work under this Grant Agreement shall include all design and environmental review for an 11-mile length of Last Chance Creek, as well as restoration of approximately 3 miles of channel. The remainder of the restoration work will be completed as funding becomes available from various sources, and funding will be pursued to allow all of the work to proceed concurrently. An 11-mile length of stream will undergo design and environmental review because some sections may be unsuitable for restoration work due to archeological concerns, special status species, or physical attributes.

The project entails raising the base level of Last Chance Creek back to the remnant channels on the relic floodplain. This will be accomplished using a technique that has already been used in much of the Last Chance Creek watershed. The technique entails excavating portions of the existing gully wider and deeper. The resulting cut material is used to fill adjacent sections of the gully back to original grade. These filled sections, called plugs, are typically 150 to 300 feet long and compacted, as filled, to match adjacent native material. The massive bulk of the plugs is protection against failure from rodent burrows or infrequent, short duration flood flows without resorting to additional armoring beyond natural vegetation.

Streamflow is directed into the extensive system of remnant channel(s) or an occasional short reach of constructed channel. All vegetation that has become established inside the gully is removed with heavy equipment prior to excavation and fill operations. This vegetation is transplanted into high stress areas of the restored channel, around pond edges and into the plugs. Topsoil from the pond excavation areas is removed prior to excavation and stockpiled adjacent to the plug zone. When the plug is completed with subsoil, the topsoil is spread onto the plug. The native seedbank and fertility of the topsoil is further augmented with locally collected seed from native meadow grasses and sedges.

Project surveys and design will require the 2008 and 2009 field seasons to complete. The existing reconnaissance level surveys will be augmented with additional cross-section and longitudinal profile surveys. The data derived from the additional surveys will be analyzed to develop conceptual design layouts for landowner and project Technical Advisory Committee (TAC) review and revision. The conceptual designs would identify the most effective remnant channel configuration, design parameters for any constructed channels as well as pond and plug locations and configurations. All survey and design work would be performed by FRCRM staff unless additional expertise was requested by the TAC. Project land management planning, fencing and any environmental mitigations will derive from, and inform, the final design.

Accomplishing the Last Chance Phase II Project will entail re-distribution of approximately 285,000 yds<sup>3</sup> of on-site, cut and fill material in order to eliminate the gully as a conduit for streamflows, which will complete approximately three miles of the project length. Approximately 7,700 yds<sup>3</sup> of 6"-24" rock will be used to establish a valley grade structure at the Doyle Crossing Bridge and minor amounts of armoring at valley constrictions. It is expected that the project will require 190 working days to complete. This timespan will be accomplished over two working seasons from July through October in 2010 and 2011 each season.

The specific project monitoring metrics will develop as the project design is developed and environmental mitigations are identified. At a minimum, this will entail survey cross-sections pre- and post-project, vegetation transects, photo points, streamflow and water temperature monitoring as specified in the Project Assessment and Evaluation Program.

#### ***Task LCC-A Project Administration***

##### **Task LCC-1. Contracts and Permits**

- 1.1 Local Project Sponsor shall document steps taken in soliciting and awarding any contracts to perform grant work complying with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement. Grantee shall provide State with a copy of the awarded contract. Local Project Sponsor shall document all contractor activities and expenditures in quarterly reports. The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement, including any subcontracts. Provisions ensuring this access shall be in all contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- 1.2 No work that is subject to California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until the State receives documents that satisfy the CEQA/NEPA process.
- 1.3 Local Project Sponsor shall secure all required permits for project work. No work that is subject to permitting may proceed under this Agreement until documents that satisfy the permitting process(es) are received by the State.

##### **Task LCC-2. Quality Assurance Project Plan and Monitoring Plan**

- 2.1 The Local Project Sponsor shall revise, maintain, and implement a Quality Assurance Project Plan (QAPP). No monitoring may occur prior to QAPP approval by the State. Grantee shall ensure any groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of the Water Code) and water quality projects shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including but not limited to, the surface water ambient monitoring program carried out by the State Water Resources Control Board.
- 2.2 The Local Project Sponsor shall prepare, maintain, and implement a Monitoring Plan (MP) that shall include description of monitoring objectives, types of constituents to be monitored, and the sampling locations and frequency/schedule for the monitoring activities. The MP shall be approved by the State prior to any sampling and monitoring activities. No monitoring may occur prior to Monitoring Plan approval. The State must approve any changes to the Monitoring Plan prior to implementation.

##### **Task LCC-3. Technical Advisory Committee (TAC)**

- 3.1 Establish a project TAC to assist in the development of overall project objectives, project plan, and project effectiveness monitoring program.
- 3.2 The TAC shall include, but not be limited to, the following: Department of Water Resources (DWR), Regional Water Quality Control Board (RWQCB), State Water Resources Control Board (SWRCB), Department of Fish and Game (DFG), Natural Resource Conservation Service (NRCS), Plumas Corporation, University of California Cooperative Extension, Plumas County Public Works, and the landowner.
- 3.3 Conduct TAC meetings at least twice annually to review project design progress, monitoring, and IRWM Plan goals in order to provide input and guidance to the Local Project Sponsor staff and the landowner.

**Task LCC-4. Reporting, Invoicing, and Budget Management**

- 4.1 Local Project Sponsor shall submit quarterly reports to the Grantee in both electronic and hardcopy forms. Reports shall be presented in the formats described in Exhibit E, Report Format.
- 4.2 An invoice should accompany the progress report, and reflect charges for the work completed during the reporting period covered by the quarterly report. The submittal and approval of reports is a requirement for initial and continued disbursement of State funds.
- 4.3 The Local Project Sponsor shall attend quarterly meetings with the Grantee.
- 4.4 The Local Project Sponsor shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied; and shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds, and shall require its contractors or subcontractors to do the same.
- 4.5 Local Project Sponsor shall submit a Project Completion Report to the Grantee with the final project invoice, which shall include, if applicable, certification of final project by a California Registered Civil Engineer, consistent with Condition D-14 of this Grant Agreement.
- 4.6 Local Project Sponsor shall assist the Grantee in completing a Grant Completion Report upon completion of all projects included in Exhibit A, Work Plan.
- 4.7 Local Project Sponsor shall submit a Post Performance Report to the Grantee within ninety (90) calendar days after the first operational year of the project has elapsed, and thereafter annually for a total of ten (10) years after the completed project begins operation.

***Task LCC-B Land Purchase/Easement***

N/A

***Task LCC- C Planning /Design /Engineering /Environmental Documentation***

**Task LCC-5. Survey and Design Pond and Plug Project Plan**

- 5.1 Conduct a field survey of the project area to determine gully and remnant channel dimensions, and nuances in terrace and floodplain topography using a laser level and rod

eye. Include 10-20 valley-wide cross-sections, and a longitudinal profile of the channel bottom and terrace. Graph the surveyed cross-sections and profiles, and note gross vegetation types on the cross-sections.

- 5.2 Develop a table that displays flow frequencies, using field survey information from task 5.1, and existing similar watershed flood frequency information to verify the suitability of the remnant channel and floodplain to carry 1.5, 10, 20 and 100 year return event flows.
- 5.3 Plot cross-sections, profiles, and vegetation types for purpose of analyzing geomorphic attributes of the channel and valley. This analysis will be used to complete Subtask 5.4 below.
- 5.4 Develop and GPS a draft project design that uses the cross-section and longitudinal graphs, and flow frequency information, and that includes the following:
  - pond and plug placement on the ground, and volume of material to be moved;
  - determine remnant channel capacity, and design any necessary remnant channel modifications;
  - volumes, size of material, and slopes of the rock grade control structure at the bottom of the project area;
  - a plan view map of the project area, which shows pond and plug placement, the remnant channel, and the rock grade control structure.

Submit the draft design to the State Project Representative for review and comment.

- 5.5 Develop two typical before and after cross-sections, using the plan view map. Show the existing gully, and the proposed project work.
- 5.6 Finalize the project design with TAC assistance in a field meeting with all design materials, and submit the Final Survey and Design Pond and Plug Project Plan for review and approval to the TAC and the State Project Representative for review and approval prior to any implementation. Implementation will occur in Task 8 below.

#### Task LCC-6. Plan & Design Grazing Infrastructure Improvements

- 6.1 Develop a plan view map of the project area that shows existing and proposed fence lines and water sources.
- 6.2 Identify potential project sites (spring developments and cross fencing) with the assistance of the TAC.
- 6.3 Develop specifications for fencing and spring water developments to be implemented in Task 8 below.
- 6.4 Develop a written landowner agreement that establishes land management goals, responsibilities, and timelines for protection of the project during vegetative recovery and long-term vegetation management within the project area. Agreement will also provide for landowner approval of project tours specified in Task 9.
- 6.5 Obtain written landowner approval of work on private lands using the agreement prepared in Subtask 6.4.
- 6.6 Submit the Plan and Design Grazing Infrastructure Improvement for review and comments by the TAC and the State Project Representative.

#### Task LCC-7. Environmental Documentation

- 7.1 Local Project Sponsor will contract with Professional Consultants to complete wildlife, botany, and archaeology surveys.
- 7.2 Pre-permitting mitigations shall be completed prior to project construction. (i.e. Section 106 Evaluation, SHPO concurrence, USFWS consultation)
- 7.3 Local Project Sponsor will complete and submit permit applications and all supporting documents to the Army Corps of Engineers, U.S. Forest Service, Plumas County, California Department of Fish and Game, and Regional Water Quality Control Board.

***Task LCC-D Construction/Implementation***

**Task LCC-8. Construct Pond and Plug Project**

Construction will include the excavation and placements of approximately 285,000 yds<sup>3</sup> of on-site, cut and fill material in order to eliminate approximately three miles of gully as a conduit for streamflows. Approximately 7,700 yds<sup>3</sup> of 6"-24" rock will be used to establish a valley grade structure at the Doyle Crossing Bridge and minor amounts of armoring at valley constrictions. It is expected that the project will require 190 working days to complete. This timespan will be accomplished over two working seasons from July through October in 2010 and 2011 each season. Topsoil and vegetation will be removed and stockpiled prior to excavation, and will be planted and spread over the area as the last step in construction.

- 8.1 Construct the Pond and Plug as designed in 5.6.
- 8.2 Remove and replant vegetation disturbed during construction.
- 8.3 Deliver and place quarry rock from USFS pit for the valley grade structure at Doyle Crossing Bridge.
- 8.4 Replant a portion of vegetation in the remnant as needed for channel strengthening; replant and redistribute stockpiled vegetation and topsoil around ponds and onto plugs.
- 8.5 Conduct photo documentation before, during, and after construction.
- 8.6 Submit "As-built" plans after completion of construction to the State Project Representative.

**Task LCC-9. Construct Grazing Infrastructure Improvements**

- 9.1 Construct fencing, water sources, and other project features contained in the Plan and Design Grazing Infrastructure Improvement Plan in 6.6.
- 9.2 Conduct photo documentation before, during, and after construction.
- 9.3 Submit "As-built" plans after completion of construction to the State Project Representative.

***Task LCC-E Environmental Compliance/Mitigation/Enhancement***

**Task LCC-10. Vegetative Management**

- 10.1 Plant supplemental vegetation, including native grass seeding, willow staking, and container plantings on stream banks, plugs, and floodplain.

10.2 Construct fencing around identified high risk or other special management zones within the project identified in the Plan and Design Grazing Infrastructure Improvement Plan in (6.6).

**Task LCC-F Construction Administration**

**Task LCC-11. Construction Contract Management**

11.1 Develop final equipment specifications, including special equipment needs such as ultra low-pressure track equipment for wet ground, additional de-watering needs, etc.

11.2 Develop, advertise, and award construction and fencing contract packages following guidelines outlined in Task 1.

11.3 Coordinate project/contract activities and directly supervise all construction activities.

**Task LCC-G Other**

**Task LCC-12. Direct and Indirect Project Monitoring**

The Local Project Sponsor will conduct all project monitoring, unless specified otherwise, and follow the QAPP, PAEP, and MP as outlined in Task 2.

12.1 Conduct ongoing streamflow, water temperature and sediment monitoring at the Doyle Crossing Bridge and existing stations above the project area.

12.2 Measure water level and water temperature monthly at existing groundwater monitoring wells one-year pre- and post- project.

12.3 Conduct pre- and post-project fish surveys.

12.4 Conduct pre- and post-project channel cross-section surveys for width, depth, and entrenchment.

12.5 Contracted consultants and/or the Local Project Sponsor conduct intensive storm event monitoring, as needed.

12.6 Prepare and submit annual monitoring reports detailing activities and results to the State and other interested stakeholders.

**Task LCC-13. Feather River Coordinated Resource Management Group (FR-CRM) Coordination**

This task purpose is to coordinate the various agencies and landowners in the watershed in land management activities and development of projects, as well as continuing program development by participating with partners in watershed awareness outreach and education to other stakeholders in the watershed. The coordination task also includes maintaining the CRM's existing meeting schedule with the twenty-three (23) signatory partners, as well as other stakeholders and the larger public; participation with other regional groups in sharing restoration technology, and maintaining the FR-CRM's website.

13.1 Coordinate at least nine (9) FR-CRM Management Committee and four (4) FR-CRM Steering Committee meetings. Distribute meeting announcements, agendas and minutes to all members and interested parties on a comprehensive mailing list via email and the FR-CRM website.

13.2 Conduct at least two (2) field tours of FR-CRM restoration projects for the purpose of technology transfer. Advertise to other watershed groups, as well as local stakeholders

through news releases, announcements, flyers, and agency referrals. Prior to tour obtain landowner agreements to allow access to their property, and that parties providing transportation have liability insurance. Record tour attendees on a sign-in sheet.

- 13.3 Maintain and enhance programmatic and planning collaboration amongst the signatory entities of the IRWM, through meetings and tours.
- 13.3 Attend at least two (2) regional watershed meetings, workshops and conferences with other watershed restoration practitioners for the purpose of exchanging information and experience. The conferences must be related to watershed restoration and management. Local Project Sponsor will participate as a presenter in at least one of the meetings to share the pond and plug technology as a restoration tool.
- 13.4 Develop and submit at least two grant proposals for future watershed restoration projects, in response to requests for proposals.
- 13.5 Maintain the FR-CRM website as a means to maintain program communication.
- 13.6 Maintain and enhance current K-12 watershed education, including the regionally recognized local Watercourse Program.
- 13.7 Maintain and enhance general public watershed education through four (4) stewardship activities, four (4) news releases, and participating in at least (2) public events with an educational/info booth at such venues as the Plumas/Sierra County Fair, Plumas County Picnic, High Sierra Music Festival, etc.



Plumas County Board of Supervisors

This is a request for funds earmarked to improve recreation opportunities in Plumas County. Specifically, the Eastern Plumas Recreation District (EPRD) request funding to continue to improve the facilities at the Johnsville Historic Ski Bowl.

Our stated Goal is to provide affordable winter outdoor recreational opportunities for county and visiting youths and adults consistent with traditions established during the gold mining era and consistent with State Park objectives. From the early days of mining to the present Johnsville Historic Ski Bowl has been the center for winter recreational activities in Eastern Plumas County.

Through aggressive fund raising and funds provided by a proposition 40 grant, significant milestones have been achieved, a partial list includes the following:

1. A signed agreement with California State Parks granting us access, control and responsibilities within the ski hill boundaries.
2. Purchased a ski lift from Squaw Valley including towers, cable, chair and tubing tow.
3. Drilled a well to provide potable water to the Lodge.
4. All required environmental documents have been completed and approved.
5. An engineering document to install the lift was completed and approved by the California State Office of Amusement Rides and Tramways.

We are requesting funds from the board to continue development of this unique venue for winter outdoor recreation:

1. To fund the final survey that will establish the exact location of terminals and towers, \$3000.00 has been budgeted.
2. To purchase a generator that will service the new well. We have borrowed a generator for recent events and activities including: Longboard races; Winter Snow Fest and the High Sierra Hoedown. Approximately \$2000.00

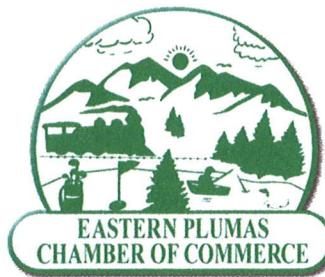
Respectfully Submitted,

Don Fregulia, Board Chairmen  
Eastern Plumas Recreation District

Phone: 1 (530) 836-2291

E-mail [dbfregulia@yahoo.com](mailto:dbfregulia@yahoo.com)

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&  
**TOURIST INFORMATION CENTER**

8989 Highway 89, Suite 3  
P.O. Box 1043 Blairsden, CA 96103  
Telephone: 530-836-6811      Fax: 530-836-6809  
Email: [epcc@psln.com](mailto:epcc@psln.com)      [www.easternplumaschamber.com](http://www.easternplumaschamber.com)

Board of Supervisors  
County of Plumas  
520 Main Street, Room 309  
Quincy, CA 959-9114

**Re: 2013 - 2014 County Budget Proposal**

Dear County Supervisors,

Eastern Plumas County is one of the strongest tourism and Chamber destinations in the County. The Eastern Plumas Chamber of Commerce respectfully requests \$10,000 ( *see breakdown below* ) for the 2013 - 2014 fiscal year in support from the County Board of Supervisors for our continuing efforts in Economic Development and our Tourist Information Center. We are asking that the County embrace funding economic development, including tourism's critical role in our economy and look toward funding the successes of organizations such as our community Chamber of Commerce and Tourist Information Center for the benefit of Plumas County.

- 1 Tourist Information Center - support opening 6 days a week with staffing, utilities and office resources @ 4 hr per week at \$15 per hr \$ 3,120
- 2 Support chamber utilizing its resources for Rec & Tech, Economic Development & Business summit. \$ 3,000
- 3 Support chamber in promoting Plumas County at events and trade shows across the Country. Event and Trade show costs. \$3, 880

We thank you for your consideration, and look forward closely with all of our partners, to make this a profitable tourism/ Economic Development area for Plumas County.

Sincerely,

Mona Bishop

President, Board of Directors. Eastern Plumas Chamber of Commerce & Tourist Information Center.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

ELLIOTT SMART  
DIRECTOR

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

DATE: OCTOBER 28, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR NOVEMBER 5, 2013

RE: SOCIAL SERVICES TRENDS REPORT

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

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

Receive and file the Social Services Trends report.

### **Background and Discussion**

Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and the citizens of Plumas County. The report provides information regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services. The report being delivered to the Board today includes case count and work load data through September 30, 2013.

Copies: PCDSS Management Staff  
Members of the Human Services Cabinet

Enclosure

## **SOCIAL SERVICES TRENDS**

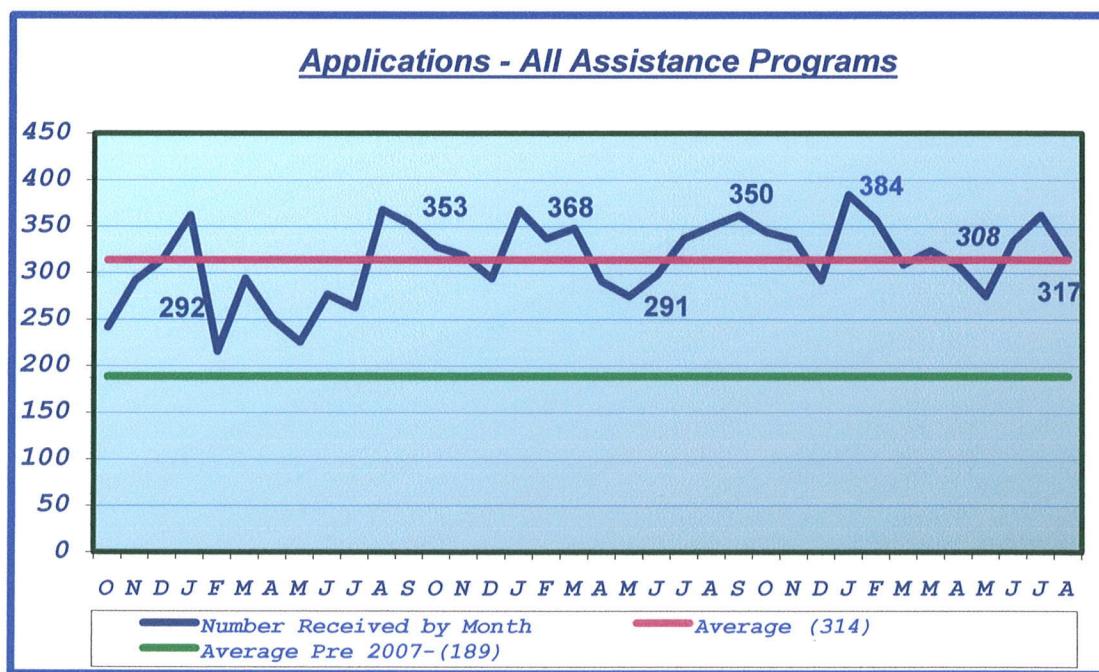
**Quarter Ending: September 30, 2013**

**Social Services Trends** is a quarterly report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts and workload data for the three-month quarter that ended September 30, 2013. The Department welcomes questions regarding the information contained in this report or about our programs and services. Additional information regarding our programs is available by calling (530) 283-6350 or by accessing the Plumas County web site at [www.countyofplumas.com](http://www.countyofplumas.com).

### **I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION**

#### **A. APPLICATIONS RECEIVED**

Applications for assistance (CalWORKs, CalFresh, Medi-Cal) have generally stayed above 300 per month for the past year. The Department continues to receive applications at a pace that is much greater than prior to 2007. From 2000 through 2007, the period prior to the recession, the Department averaged 189 applications per month (indicated by the green line below). For the period following the recession, the average has been 314 per month shown by the red line below. As has been reported in the past, more than half of our applications are for medical assistance programs (Medi-Cal, Path2Health or CMSP).



## **CONTINUING CASES**

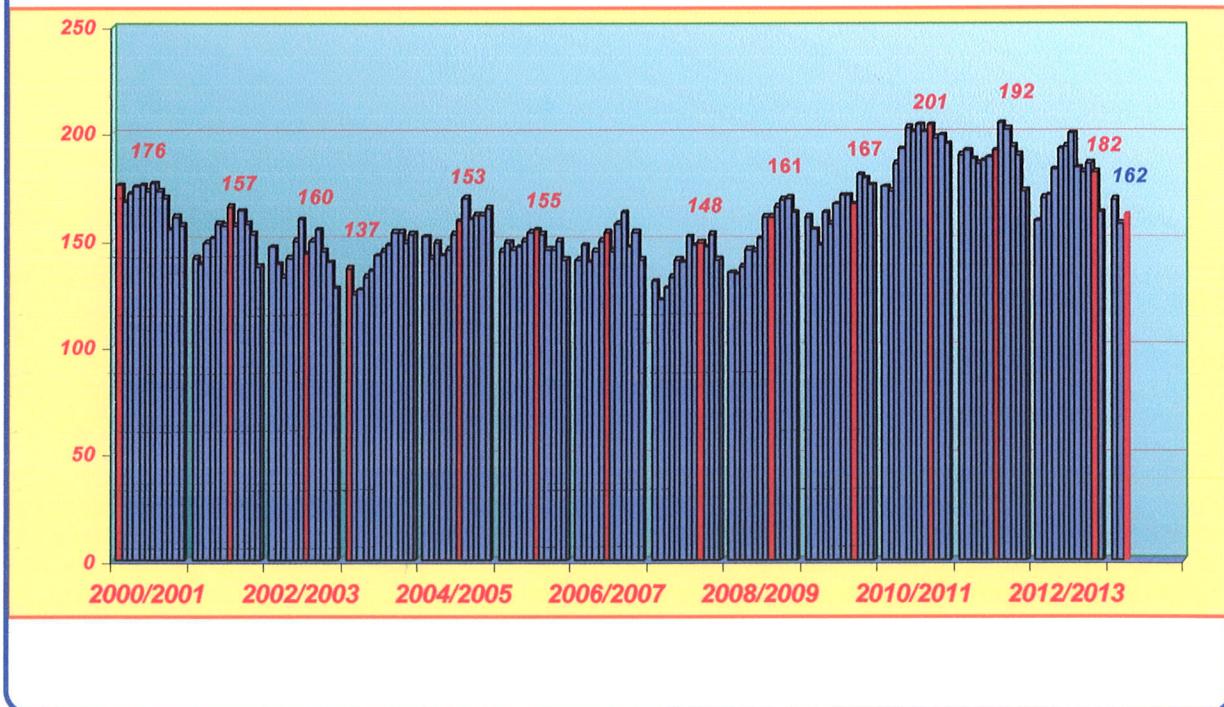
### **(1). Cash Assistance (AFDC/CalWORKs)**

The case count for CalWORKs assistance has been staying in a range that fluctuates between 150-200 cases. The trend has generally been downward (the average caseload has dropped by a little over 5%). Of particular note is that one-third of the CalWORKs cases are "child only" cases meaning that the adult has another source of income and is likely a non-needy adult relative. Nearly all of these cases involve children who've been placed in the home of a relative or a non-relative extended family member. Those children remain eligible for CalWORKs assistance during the entire period of their placement.

#### **Average Monthly Caseload**

<b>2009/2010</b>	<b>194</b>
<b>2011/2012</b>	<b>191</b>
<b>2012/2013</b>	<b>181</b>

#### **CalWORKs Open Cases at End of Month**



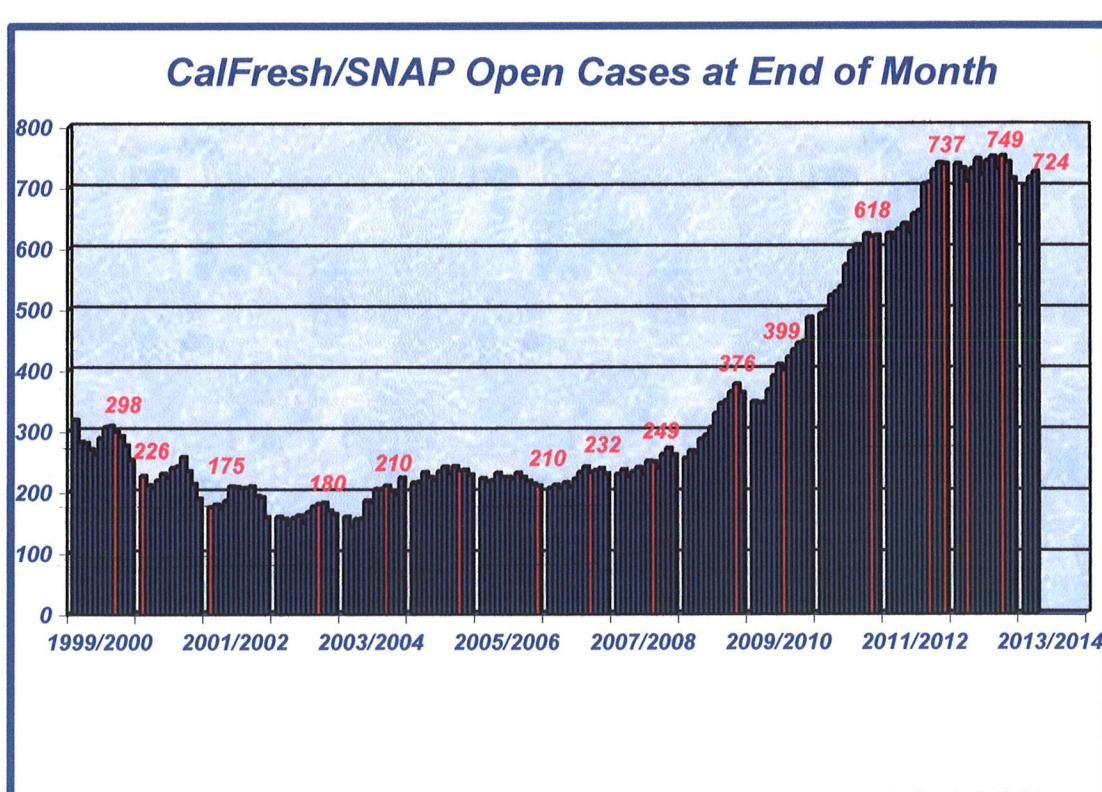
## **(2). CalFresh (Food Stamps) Assistance**

### **A. Case Count**

After four years of growth due to a recessionary economy, there appears to be a clear indication that the CalFresh caseload has leveled and is likely on the decline. The caseload dropped by 3% compared to our high count of 749 cases last April. This indicator appears to be verified by information received from the State Employment Development Department. According to data from EDD, payroll employment during this same period has grown in Plumas County by 2%. While these numbers are modest, it is the first encouraging indication of recovery that we have been able to note during the past five years.

#### **Average Monthly Caseload**

<b>2011/2012</b>	<b>672</b>
<b>2012/2013</b>	<b>733</b>
<b>2013/2014</b>	<b>713</b>



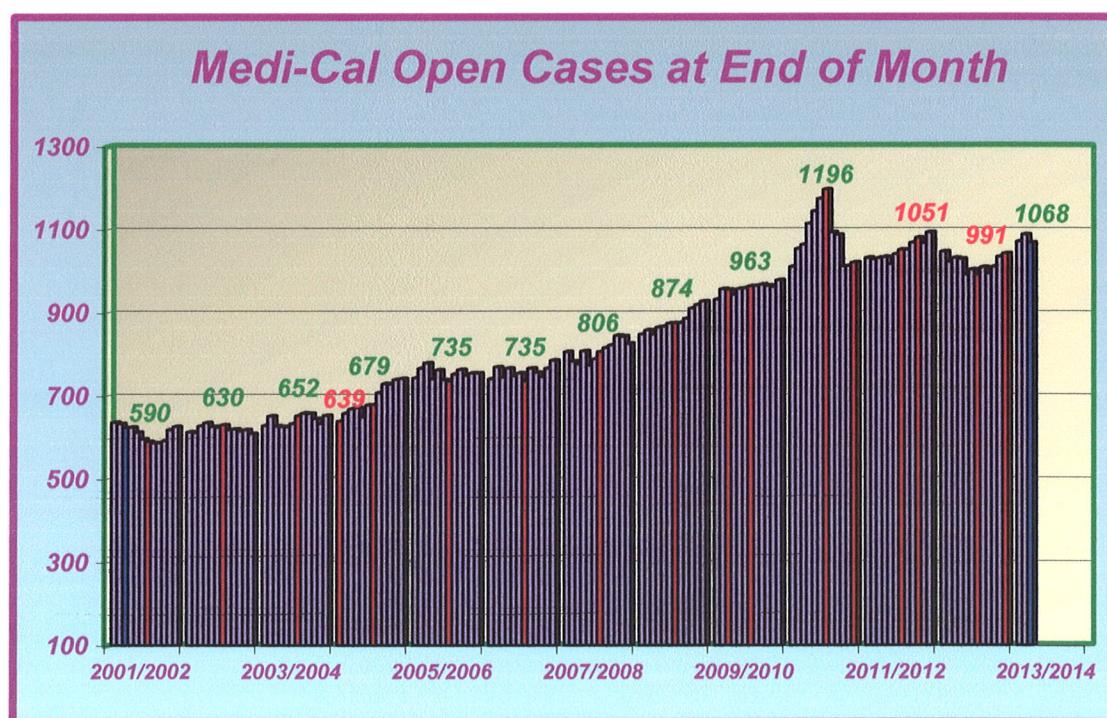
### (3). Medi-Cal

The leveling out of the Medi-Cal caseload that has represented our experience during the past two plus years is likely to change. Our estimates are that as many as 500 new eligibles will come on the Medi-Cal program between now and the end of next March. Some of these will be direct transfers from the Path2Health program which ends December 30<sup>th</sup>. Others will be people whose low earnings (below 167% of poverty) will qualify them for Medi-Cal.

Some of the current working poor families may also shift to employer provided health insurance when the Affordable Care Act is fully implemented. We should have a better understanding of that experience as we move toward the March deadline for obtaining health coverage.

#### Average Monthly Caseload

2010/2011	1081
2011/2012	1049
2012/2013	1013



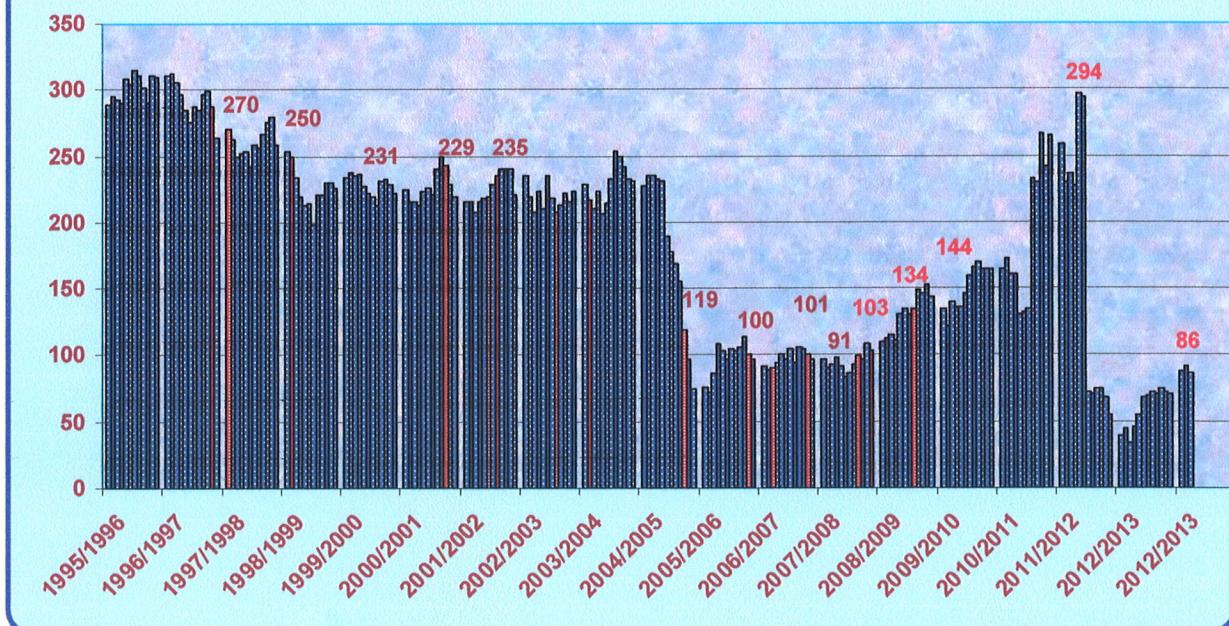
#### **(4). County Medical Services Program (CMSP)**

As has been reported to the Board and the public the former CMSP program is now split into two programs. Path2Health is for those individuals who are low income and qualify for federally supported health care under the Affordable Care Act. The second component is residual CMSP for persons who don't qualify for federal assistance. In Plumas County at the end of September we had 86 such individuals. Nearly all of these individuals are persons whose income exceeds 100% of the federal poverty level so they do not qualify for Path2Health. Many of them will, however, qualify for the Affordable Care Act after January 1, 2014.

#### **Average Monthly Caseload**

<b>2010/2011</b>	<b>191</b>
<b>2011/2012</b>	<b>69</b>
<b>2012/2013</b>	<b>70</b>

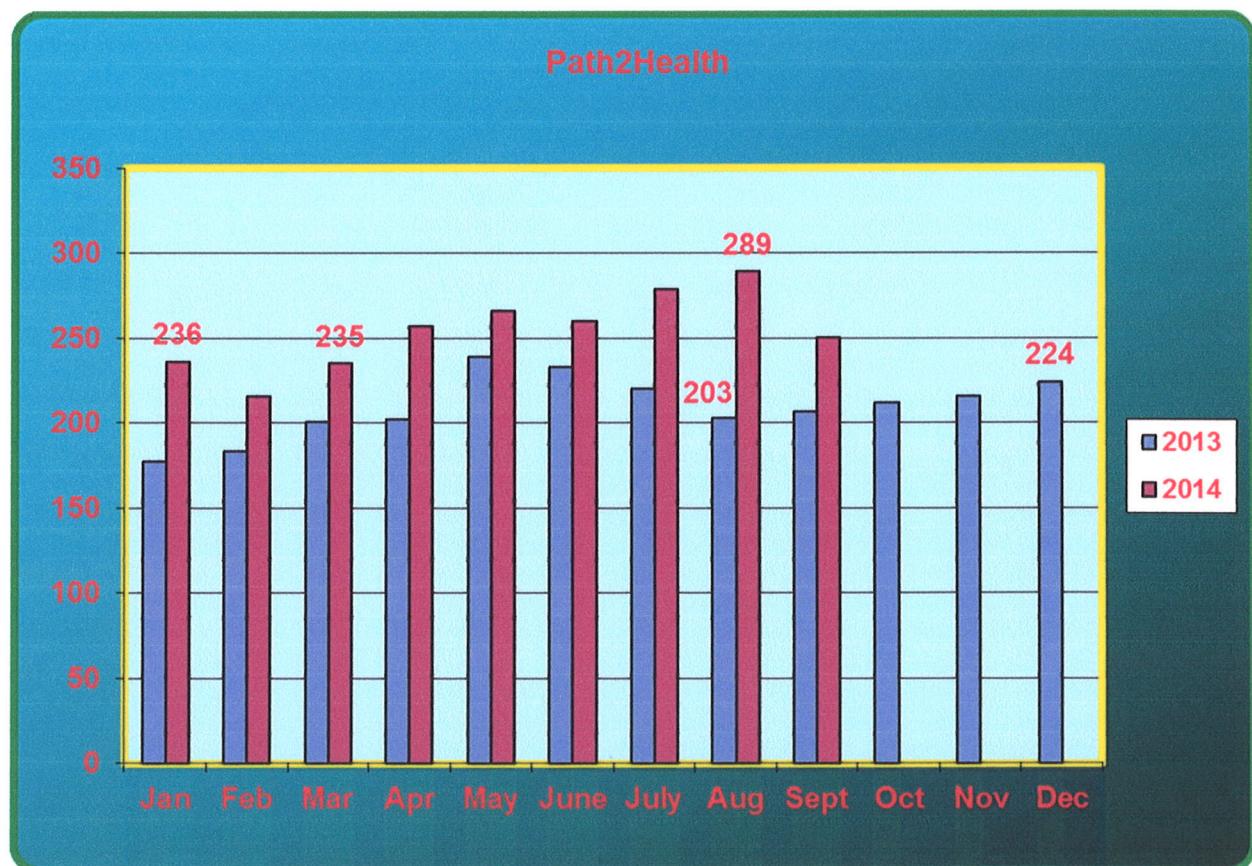
**CMSP Cases - End of Month**



## **(5). Path2Health**

The Affordable Care Act (ACA) includes a provision which allows states to request a waiver to become an early implementer of some of the provisions of the Act. The waiver enables states (for our purposes here, counties) to utilize the non-Federal dollars they otherwise spend on health care for county citizens as a match to draw down Federal dollars to expand health care to low income populations that are uninsured.

The 34 CMSP counties received Federal approval to operate the Path2Health program. It was implemented January 1, 2012. Most of the prior CMSP members have been transferred to this program. These are also the individuals that will be transferred to Medi-Cal effective January 1, 2014. As could be expected, the case count is growing.

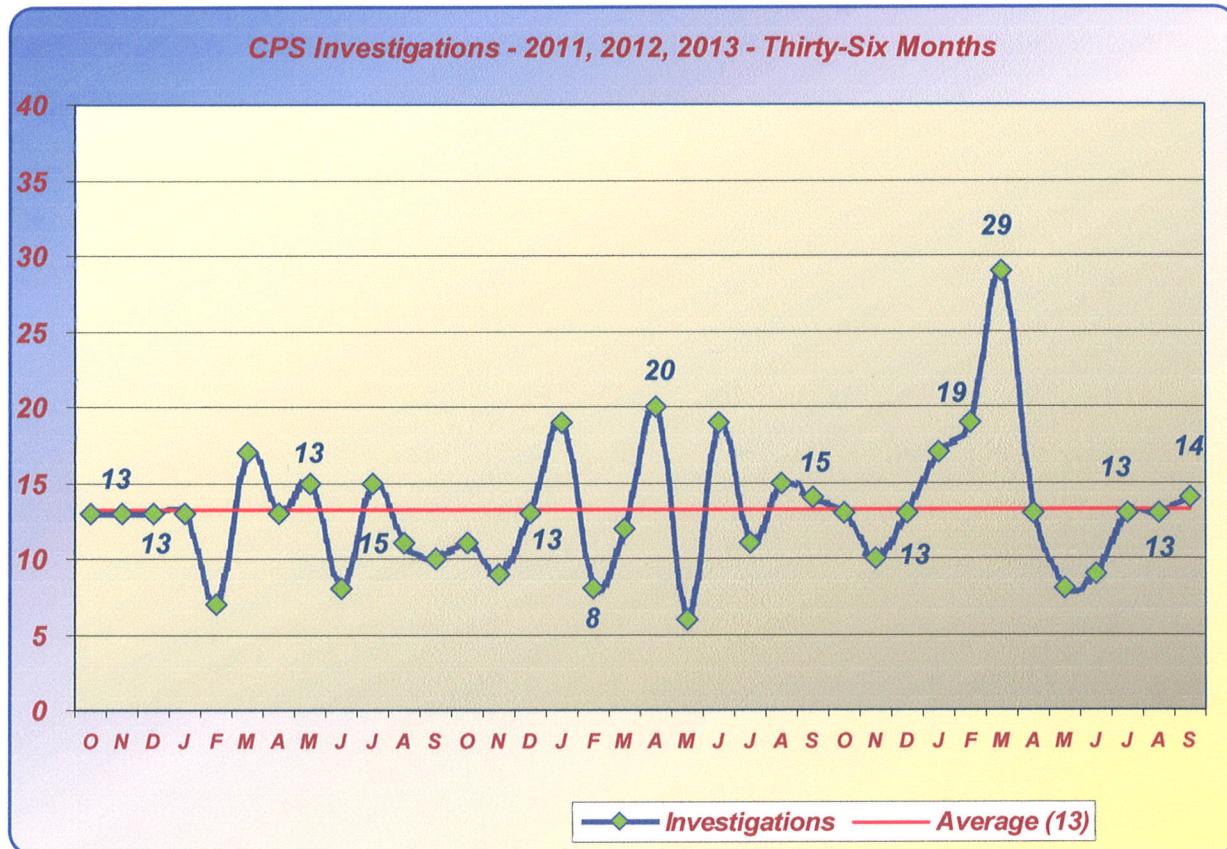


## II. SOCIAL SERVICES DIVISION

### A. Child Welfare Services

The Emergency Response component of Child Protective Services averages in the range of about 14 child abuse investigations per month. The March count of 29 referrals is a thirty-six month high count. Following the high count in March, the case count has returned to a range that is more reflective of our average.

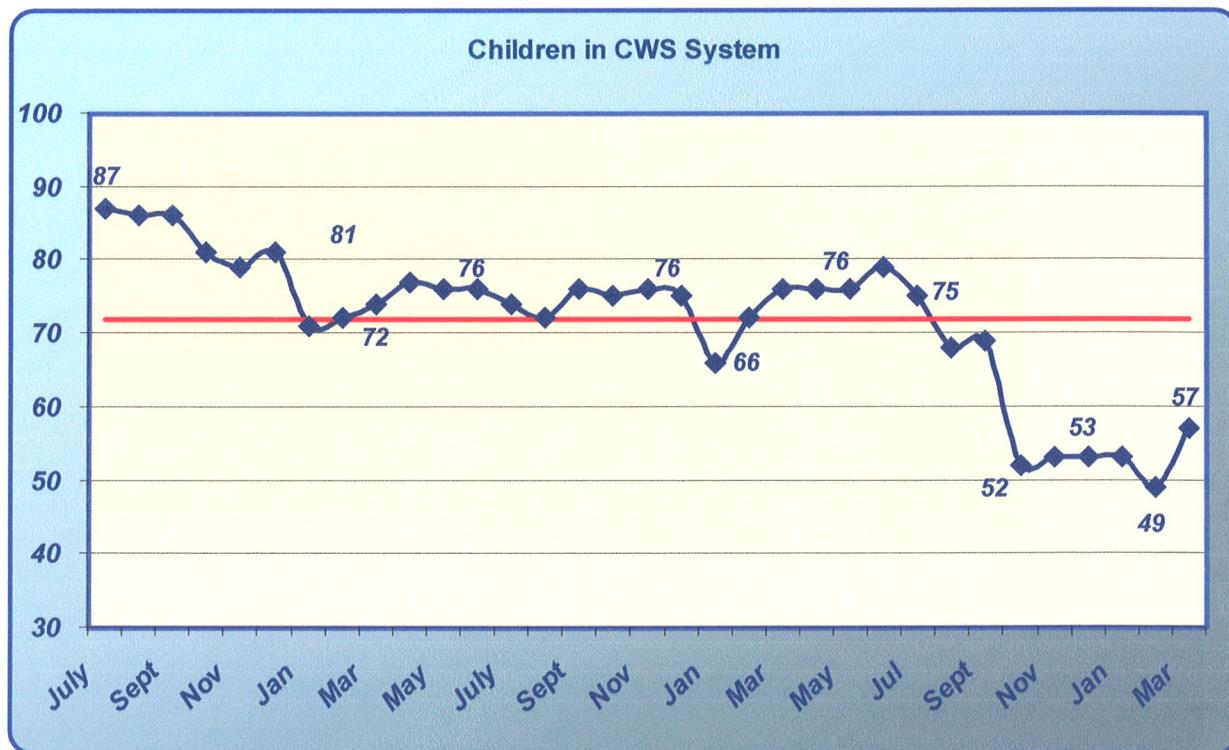
As the Department has noted previously, we have continued to experience significant numbers of cases where the precipitating factors leading to abuse and neglect are associated with substance abuse, in particular methamphetamine but also alcohol and other drugs. With that in mind, we are pleased to see that alcohol and drug services are a continuing priority.



## **B. Children in the Child Welfare Services System**

The trend for children who are in the CWS system is moving in the right direction, that is, the count is dropping. Generally, the Department's goals are to keep children from being placed out of their homes however, safety of children is always our primary concern. Over the period displayed below, the average number of children in the Child Welfare System has been just above 70 per month. More recently, we have dropped down to the range of about 54 per month. That is a good indicator.

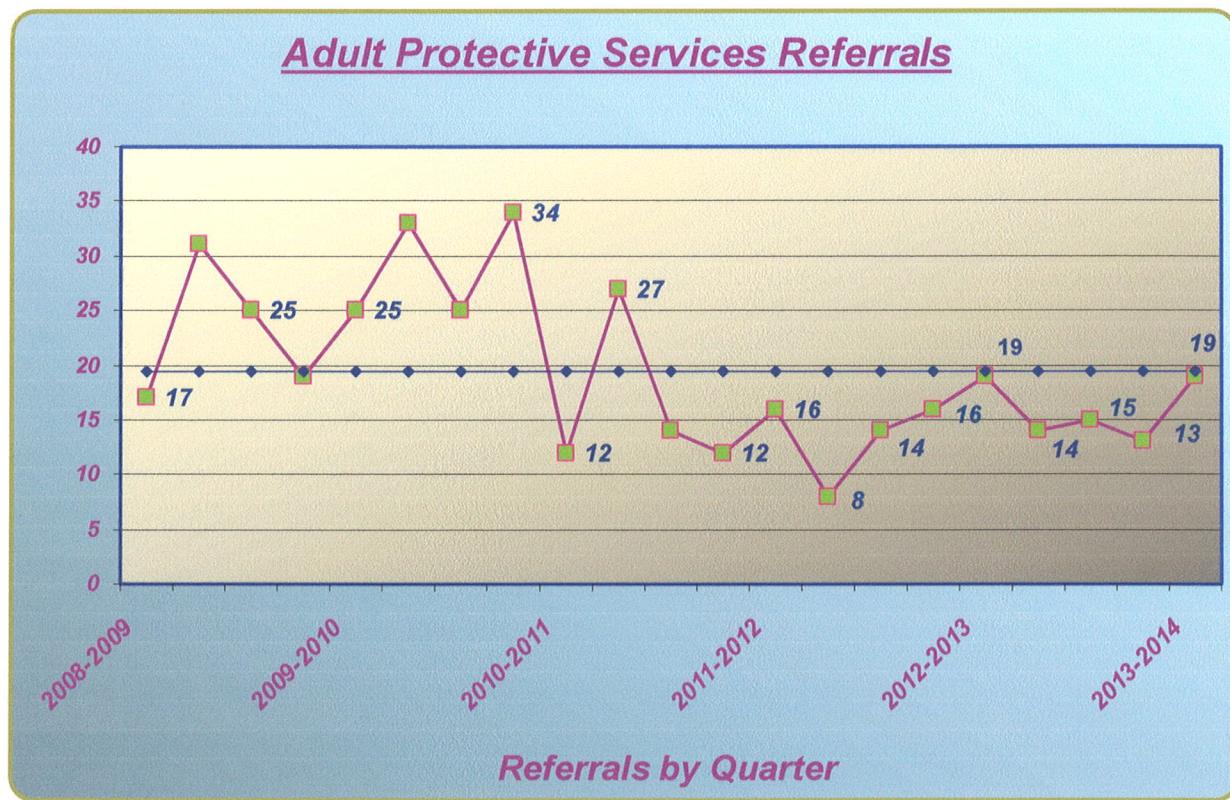
A continuing emphasis in the program now is to make efforts to achieve less restrictive placements and to place children with non-relative extended family members. In some instances the emphasis on placing with non-relative extended family members has resulted in lowered utilization of Foster Family Agency placements.



### **C. Adult Protective Services**

The average number of referrals for this program has, in the past, tended to be in the range of about 20 referrals per quarter. More recently, referrals for investigation of abused or neglected adults have been running lower and the average has dropped to about 15 referrals per quarter. For the most part, recent case counts have remained at or near the average.

Referrals from financial institutions regarding suspicious circumstances connected with an elderly or disabled person's bank account have continued to account for many of the requests for investigation we receive.

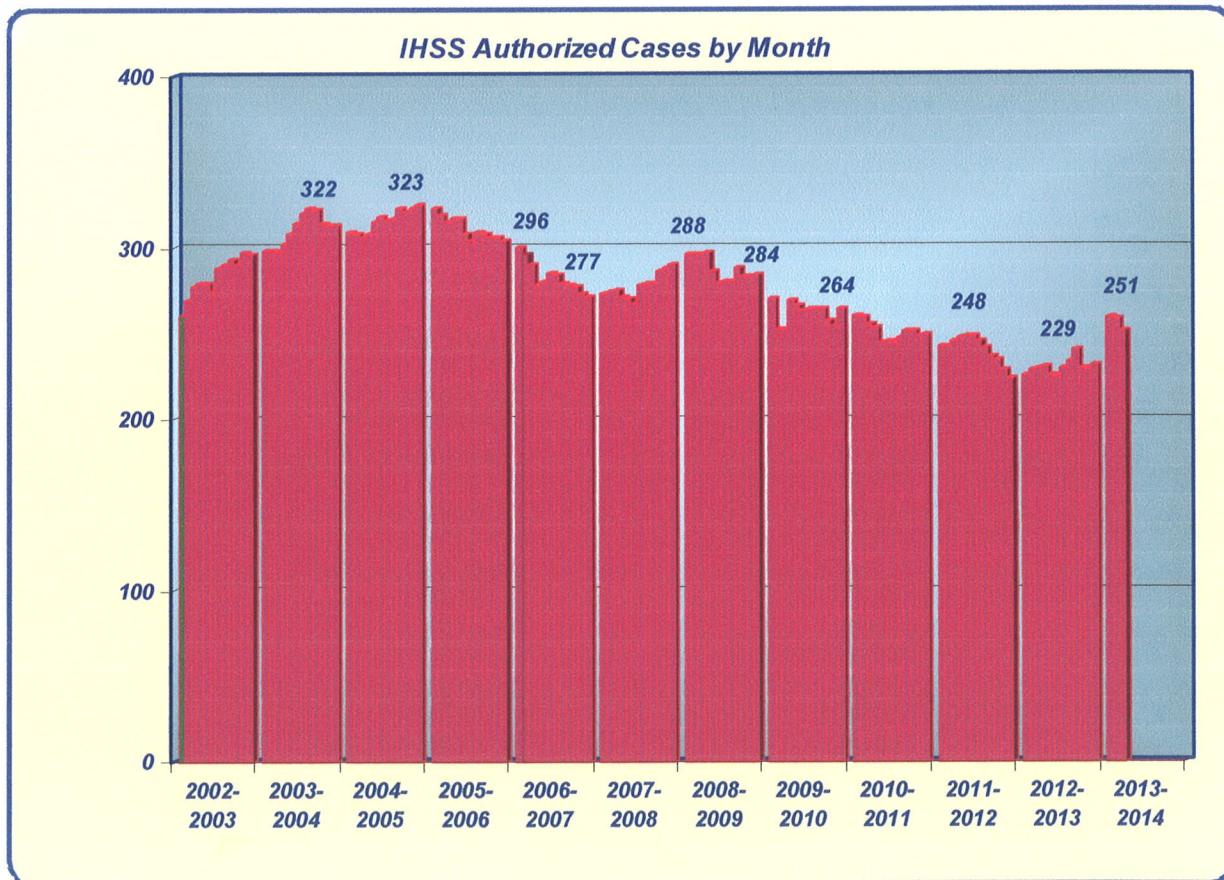


#### **D. In-Home Supportive Services (IHSS)**

The case count for IHSS has generally been on a downward trend since 2005. This is largely a result of continued reductions in hours and services that are the product of state budget cuts. While there was an increase in case count during the past quarter, we see no indication in the near term that there will be sustained growth in this program.

##### **Average Monthly Case Count**

<b>2010/2011</b>	<b>251</b>
<b>2011/2012</b>	<b>240</b>
<b>2012/2013</b>	<b>229</b>



### **III. PUBLIC GUARDIAN**

The Public Guardian currently provides guardianship and conservator services to a total of 10 LPS and Probate conservatees. The Public Guardian also serves as representative payee for 9 SSI recipients.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

63  
Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART  
DIRECTOR

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

DATE: SEPTEMBER 17, 2013

TO: HONORABLE BOARD OF SUPERVISORS SITTING AS THE IHSS  
PUBLIC AUTHORITY GOVERNING BOARD

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES 

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 22, 2013, CONSENT AGENDA

RE: APPROVAL OF A REVISED AND RESTATED CONTRACT BETWEEN  
THE NEVADA-SIERRA IN-HOME SUPPORTIVE SERVICES PUBLIC  
AUTHORITY FOR ADMINISTRATIVE SERVICES PROVIDED TO THE  
PLUMAS COUNTY IHSS PUBLIC AUTHORITY

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

Approve and authorize the Chairman of the Governing Board to sign a revised and restated contract between the Nevada-Sierra In-Home Supportive Services Public Authority and the Plumas County IHSS Public Authority for administrative services, provider registry services and for program integrity support including background checks of prospective in home care providers.

### **Background and Discussion**

In-Home Supportive Services (IHSS) is a state-funded, county-operated program that provides care and personal services to low income elderly and disabled persons who are at risk of being placed in an institutional setting. In Plumas County, the IHSS program serves close to 300 eligible elderly and disabled recipients each month. About 260 providers are paid through a state payroll system to deliver in home services to Plumas County IHSS recipients.

During its 1999 session, the State Legislature passed and the Governor signed AB 1682 (Chapter 90, Statutes of 1999). This law requires Counties to act as or to otherwise designate an employer of record for the providers of in-home care for the purposes of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) and other laws related to collective bargaining. The law also required operation of a registry of providers for referral purposes when an IHSS recipient needed a provider.

On March 11, 2003, the Board approved an initial contract with the Nevada-Sierra IHSS Public Authority. This agreement enabled the Board to take advantage of cost efficiencies and savings resulting from a multi-county consortium sharing the costs of the operation of the public authority.

Under this agreement, Plumas County received administrative services from the Nevada-Sierra Public Authority (including an Executive Director and administrative support staff), maintenance of a registry of IHSS providers, training for providers and assistance with employee relations and collective bargaining. The agreement has been renewed on several occasions since the initial approval.

In a separate report to your Board on January 12, 2010, the Department advised you that the State Legislature had enacted Chapter 17, statutes of 2009 requiring in home care providers to undergo a fingerprinting and criminal background check through the Department of Justice as a condition of enrollment as an IHSS provider.

Following that report, your Board approved a separate agreement with the Nevada Sierra Public Authority to administer these program integrity and background check requirements. This agreement has also been extended on several occasions.

After reviewing the administration of these two separate agreements, the Department has determined that for ease of administration, they should be combined in a single revised and restated agreement. That is the matter that brings the Department before your Board today. The agreement being recommended today combines the earlier administrative support contract and the more recent program integrity elements into a single contract.

### **Financial Impact**

Three counties participate in the Nevada-Sierra Consortium. The apportionment of costs is derived by taking the total cost of the Public Authority Administrative operation and dividing that by each county's percent to total of IHSS provider hours. Under that formula, Plumas County pays for about 23% of the total cost of the authority. The actual amount is adjusted each quarter to assure equity among the consortium members. The approved County budget includes funding for this contract.

### **Other Agency Involvement**

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

Copy: PCDSS Management Staff (memo only)  
Ann Guerra, Executive Director, Nevada-Sierra Public Authority

Enclosure

**CONTRACT FOR SERVICES BETWEEN**

**THE NEVADA – SIERRA REGIONAL IHSS PUBLIC AUTHORITY**

**AND**

**THE PLUMAS COUNTY IHSS PUBLIC AUTHORITY**

The parties to this Agreement are the **NEVADA-SIERRA REGIONAL IHSS PUBLIC AUTHORITY** (hereinafter “NS-RIHSS-PA”), a local public entity (Special District) created pursuant to Welfare & Institutions Code §12300 et. seq., Nevada County Ordinances Nos. 2082 and 2112, and Sierra County Ordinance No. 940, and the **PLUMAS COUNTY IHSS PUBLIC AUTHORITY** (hereinafter “P-IHSS-PA”), local public entity created pursuant to California Welfare & Institutions Code §12300 et. seq. and Plumas County Ordinance No. 02-981. Said public authorities are organized and existing under the laws of the State of California.

WHEREAS, both parties agree it is mutually beneficial for services to be provided to P-IHSS-PA from NS-RIHSS-PA in that avoiding duplication of administrative functions will result in fiscal savings for all parties; and,

WHEREAS, because of the size and population of Nevada, Sierra, and Plumas Counties, the provision of In-Home Supportive Services (hereinafter “IHSS”) may be most efficiently accomplished on a collaborative and cooperative basis; and,

WHEREAS, Assembly Bill, Fourth Extraordinary Session (ABX4 4) (Chapter 4, Statutes of 2009), and ABX4 19 (Chapter 17, Statutes of 2009) mandates that current and prospective IHSS providers complete specified program integrity requirements including:

- ▲ Submitting fingerprints and completing a criminal background check
- ▲ Attending a provider orientation or reviewing provider orientation materials
- ▲ Signing a provider agreement stating they understand and agree to the rules of being an IHSS provider

AND, WHEREAS, NS-RIHSS-PA currently performs the above-listed activities for existing Registry providers and has the capacity, expertise and willingness to provide these services and implement the new requirements on behalf of the providers that must now complete these processes in accordance with the above-stated legislative

THEREFORE, the parties agree to the following terms and conditions:

**SECTION 1 - TERM**

1.1 - This Agreement shall be effective upon adoption by P-IHSS-PA and NS-RIHSS-PA. It is the intent of the parties that the responsibilities and obligations of the parties to this Agreement shall commence upon execution by both parties, and continue in full force and effect until termination, pursuant to Section 11 below, and until post-

termination obligations are met, pursuant to Section 12 below.

#### **SECTION 2 - DEFINITIONS**

2.1 - "Fiscal Year" shall mean that period of twelve (12) months commencing on July 1<sup>st</sup> of any year.

2.2 - "In-Home Supportive Services" (hereinafter "IHSS") shall mean the services and duties required under Welfare and Institutions Code sections 12300 et. seq.

#### **SECTION 3 – SERVICES TO BE PROVIDED BY NS RIHSS PA**

3.1 - In consideration for payment received in the manner set forth in Section 5, and except as set forth in this Agreement, NS-RIHSS-PA agrees to provide all services necessary for P-IHSS-PA to provide IHSS services required by law. These services shall include, but not be limited to the specific services described in Exhibit "A", attached hereto and incorporated herein by this reference.

#### **SECTION 4 – RESPONSIBILITIES RETAINED BY P-IHSS-PA**

4.1 - The parties agree that P-IHSS-PA shall have the following collective bargaining powers and functions:

- 1) Responsibility for providing the Executive Director guidance and advice regarding services provided on behalf of P-IHSS-PA and direction regarding all aspects of the meet and confer process or other issues which exclusively pertain to P-IHSS-PA Independent Providers (IHSS Workers). The Executive Director shall appear at P-IHSS PA Governing Board meetings as necessary to receive and implement the directives of P-IHSS-PA regarding the meet & confer sessions, including wages & salary negotiations, pertaining to P-IHSS-PA providers;
- 2) P-IHSS-PA Governing Board shall give the NS-RIHSS-PA Executive Director any/all necessary authority to ensure fiscal impact of labor agreements does not exceed budgeted resources, by submitting proposed labor agreements to the County's Department of Health and Human Services for clearance prior to ratification. The NS-RIHSS-PA shall not enter into labor agreements without obtaining such clearance.
- 3) Responsibility for the determining P-IHSS-PA's position during the meet & confer process, wages and benefits to be paid to P-IHSS-PA providers;
- 4) Responsibility for the execution of each contract or agreement to be entered into in the name of P-IHSS-PA;
- 5) All powers and responsibilities except as delegated to NS-RIHSS-PA pursuant to this contract for services.

4.2 – Upon the request of P-IHSS-PA, the Executive Director, or his/her designee, shall be present at P-IHSS-PA board meetings. The board meetings will be held at 520 Main Street, Room 308, Quincy, California.

4.3 – P-IHSS-PA shall be the employer of record for P-IHSS-PA providers.

4.4 – P-IHSS-PA shall provide NS-RIHSS-PA with information from the IHSS Case Management Information Payroll System (CMIPS) for the purposes of (1) assuring appropriate IHSS consumer-provider matches; (2) verifying IHSS consumer eligibility before registry services are provided; (3) verifying provider eligibility for provider benefits; and (4) for any other established reasonable purpose which will not violate the confidentiality or privacy of IHSS consumers or providers.

#### **SECTION 5 – COMPENSATION**

5.1 –NS-RIHSS-PA shall charge P-IHSS-PA for services on a pro-rata basis, determined by the percentage of IHSS hours provided by each of the member counties. This share is calculated by the percentage of P-IHSS-PA hours worked in relation to the other member counties. P-IHSS-PA's pro-rata share shall be readjusted on a quarterly basis based on the hours of IHSS provided during the preceding quarter. The parties may mutually agree in writing to use another formula or method for dividing the administrative costs between the parties.

5.2 –To cover the NS-RIHSS-PA expenses and cash flow, the P-IHSS-PA shall advance the NS-RIHSS-PA funds on a quarterly basis based on NS-RIHSS-PA's annual budget. The P-IHSS-PA shall advance the stated quarterly amount to NS-RIHSS-PA within 60 days. Reconciliation between advances and actual expenses for quarters one (1) and two (2) will be made in quarters three (3) and four (4). Any reconciling adjustments will be reflected once the final year-end billings are filed with the California Department of Social Services on Form SOC 448. To facilitate this process, the NS-RIHSS-PA will send each member county an invoice for the advance four (4) to eight (8) weeks before the quarter begins.

5.3 –In addition to the amounts specified above, the P-IHSS-PA shall compensate the NS-RIHSS-PA for costs incurred for performing activities connected with the IHSS Program Integrity Initiative as described in the attached Exhibit A, subheading A. NS-RIHSS-PA Agrees to:. Reimbursement of such costs shall be based upon a mutually agreed upon annual budget and shall be further conditioned upon evidence of such an agreement that is maintained by both parties in writing.

#### **SECTION 6 – EXPENDITURES**

6.1 – NS-RIHSS-PA shall ensure that expenses incurred on behalf of P-IHSS-PA do not exceed the funds allocated for such purposes in P-IHSS-PA's budget.

6.2 - The provision of services pursuant to this Agreement shall be contingent upon the appropriation of County, State and Federal funds for the purpose of providing IHSS. In the event that Plumas County, the State, or the Federal Government fails to appropriate, or fails to fully appropriate, or otherwise defaults in the payment of funds as provided herein, NS-RIHSS-PA shall not be liable for the payment of any sums payable by or on behalf of P-IHSS-PA to any clients, or to any providers, or to any employees, or otherwise, except to the extent that funds were previously appropriated and provided to NS-RIHSS-PA.

6.3 - Wages and benefits for P-IHSS-PA providers shall be negotiated pursuant to the sole direction of P-IHSS-PA, based on the funding available for such purposes.

#### **SECTION 7 - ACCOUNTS AND RECORDS**

7.1 - Annual Budget: P-IHSS-PA shall annually adopt an operating budget pursuant to the requirements of state law. NS-RIHSS-PA shall be responsible for preparing and presenting this budget to P-IHSS-PA for adoption.

7.2 - Funds and Accounts: The Auditor of NS-RIHSS-PA shall establish and maintain the funds and accounts of P-IHSS-PA as may be required by good accounting practices and in keeping with the requirements of the federal and/or state government. Separate accounts shall be maintained for the services and programs provided on behalf of P-IHSS-PA.

7.3 - Both parties agree that the debts, liabilities, and obligations of each party to this a Agreement shall be its own, and not be or constitute debts, liabilities, and obligations of the other.

7.4 - Annual Audit: NS-RIHSS-PA shall contract with an independent certified public accountant to make, an annual fiscal audit of all accounts and records of P-IHSS-PA, conforming in all respects to generally accepted auditing standards and state law. Costs of the audit shall be considered an administrative expense subject to reimbursement as set forth in Section 5. Copies of the Independent Audit shall be sent to each member county within 30 days of completion.

#### **SECTION 8 – INFORMATION**

8.1 – NS-RIHSS-PA shall provide P-IHSS-PA and Plumas County with all information necessary for Plumas County or P-IHSS-PA to report to the California Department of Social Services, the Department of Health Services and other federal, state or local agencies as necessary.

8.2 - Books and records pertaining to P-IHSS-PA and to NS-RIHSS-PA shall be open to inspection at all reasonable times by authorized representatives of P-IHSS-PA or Plumas County.

8.3 – NS-RIHSS-PA shall maintain all records pertaining to service delivery, and fiscal and administrative controls, for a minimum of five years after final payment for a given fiscal year, or until all pending state, federal and local audits have been completed, whichever is later.

#### **SECTION 9 -RESPONSIBILITIES FOR FUNDS**

9.1 - The funds of P-IHSS-PA shall be deposited with the Treasurer of NS-RIHSS-PA

(Nevada County Treasurer/Tax Collector).

9.2 – NS-RIHSS-PA shall secure, and cause to be paid for, a fidelity bond or bonds in an amount or amounts and in the form specified by P-IHSS-PA covering all officers and staff, if any, of P-IHSS-PA and all officers and staff who are authorized to have charge of, handle, and have access to P-IHSS-PA funds.

#### **SECTION 10 – HIPAA PROVISIONS**

10.1 – To the extent required by law, NS-RIHSS-PA and P-IHSS-PA agree to comply with all requirements of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its subsequent amendments, the provisions of this section, and Exhibit “B” attached hereto.

10.2 - NS-RIHSS-PA agrees to comply with the requirements of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity on behalf of P-IHSS-PA to the extent that P-IHSS-PA would be required to comply with such requirements.

10.3 - Without limiting the rights and remedies of P-IHSS-PA elsewhere as set forth in this Agreement, P-IHSS-PA may terminate this Agreement without penalty or recourse if determined that NS-RIHSS-PA violated a material term of the provisions of this section relating to HIPAA.

10.4 - NS-RIHSS-PA ensures that subcontractors or agents to whom NS-RIHSS-PA provides Protected Health Information received from P-IHSS-PA or from any other source agree to the same restrictions and conditions that apply to NS-RIHSS-PA with respect to such information.

10.5 - More extensive HIPAA provisions may be found at Exhibit “B”, attached hereto and incorporated herein by reference.

#### **SECTION 11 – TERMINATION**

11.1 - Either party may terminate this Agreement, with or without good cause, by providing written notice of the termination; which shall then be effective beginning July 1<sup>st</sup> of the following fiscal year, provided however, that notice of the termination shall be given no less than nine (9) months before the proposed date of termination, unless all parties agree to a shorter timeline in writing.

#### **SECTION 12 – POST-TERMINATION OBLIGATIONS**

12.1 - After the effective date of termination, this Agreement shall be deemed to remain in effect solely for the winding up of all the parties’ legal obligations to each other and to the recipients of IHSS. Such obligations may include, but not be limited to payments, accountings, fiscal reports and transition services to P-IHSS-PA in order to prevent any

disruption of IHSS being delivered to eligible recipients.

**SECTION 13 – NOTICES**

13.1 - All notices required by this Agreement shall be provided at the addresses set forth below. Written notice shall be provided prior to any change in these addresses.

Plumas County IHSS Public Authority  
270 County Hospital Road, Suite 207  
Quincy, CA 95971  
Attn: Elliott Smart

Nevada Sierra IHSS Public Authority  
466 Brunswick Road  
Grass Valley, CA 95945  
Attn: Ann Guerra, Executive Director

**SECTION 14 – NON-APPROPRIATION OF FUNDS**

14.1 - 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, P-IHSS-PA shall have no liability to pay any further funds whatsoever to NS-RIHSS-PA or furnish any other consideration under this Agreement and NS-RIHSS-PA 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, P-IHSS-PA shall have the option to either cancel this Agreement with no further liability incurring to P-IHSS-PA, or offer an amendment to NS-RIHSS-PA 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. NS-RIHSS-PA acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

**SECTION 15 – EXECUTION**

**P-IHSS-PA**

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Chairperson

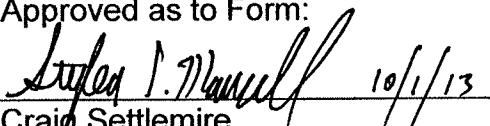
Date: \_\_\_\_\_

Attest:

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Clerk of the Governing Board

Approved as to Form:

  
10/1/13  
Craig Settlemire  
By Steve Mansell  
County Counsel

**NS-RIHSS-PA**

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Chairperson

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

Attest:

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Clerk of the Board of Directors

Approved by Purchasing Agent:

jms

## EXHIBIT "A"

## SERVICES TO BE PROVIDED BY NS-RIHSS-PA

NS-RIHSS-PA shall provide the services and perform the functions listed below in order for P-IHSS-PA to fully implement the goals and objectives of Welfare and Institutions Code Section 12301.6:

1. Establishing and maintaining a registry to assist Plumas County consumers (recipients) in finding in-home supportive services (IHSS) Independent Providers as part of a multi-county registry;
2. Investigating the qualifications and background of potential in-home supportive services Independent Providers;
3. Establishing and maintaining a referral system under which in-home supportive services Independent Providers shall be referred to consumer;
4. Ensuring for provision of training for Independent Providers and recipients;
5. Developing a written process to address consumer complaints regarding services;
6. Assuring that the requirements of the personal care option plan pursuant to Subchapter 19, commencing with Section 1396, of Chapter 7 of Title 42 of the United States Code are met;
7. Adopting rules and regulations for the administration of P-IHSS-PA consistent with statutes and regulations relating to IHSS;
8. Performing other powers, duties and functions prescribed by federal, state or local statutes and ordinances, as delegated by P-IHSS-PA;
9. Negotiating, on behalf of P-IHSS-PA, within the scope of representation, only with recognized employee organizations pursuant to Sections 3500 through 3511 of the Government Code [Meyers–Milias–Brown Act];
10. Providing the Counties of Plumas and Nevada sufficient information needed to prepare the County's billing to the California Department of Social Services (DSS) for State and Federal share of IHSS PA costs;
11. Assisting the Counties of Plumas and Nevada in developing and submitting to DSS and the California Department of Health Services (DHS) materials required for DSS and DHS' approval of reimbursement rate(s) and any rate adjustment(s);
12. Ensuring that P-IHSS-PA is registered on the Roster of Public Agencies;
13. Receiving consumer input through Plumas County's IHSS Advisory Committee;
14. Providing Accounting and Auditing Services;
15. Providing a Treasurer, who shall do all of the following:
  - (1) Receive and receipt for all money of the agency or entity and place it in the treasury of the treasurer so designated to the credit of P-IHSS-PA;
  - (2) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all P-IHSS-PA money so held by him or her;
  - (3) Pay, when due, out of money of P-IHSS-PA held by him or her, all sums payable on outstanding bonds and coupons of P-IHSS-PA;
  - (4) Pay any other sums due from P-IHSS-PA, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller;
  - (5) Verify and report in writing on the first day of July, October, January, and April of each year to P-IHSS-PA the amount of money he or she holds for P-IHSS-PA, the amount of receipts since his or her last report, and the amount paid out since his or her last report;

16. Conducting all the daily operations and business of the P-IHSS-PA, subject to such lawful directions as P-IHSS-PA may from time to time give to the NS-RIHSS-PA Executive Director;
17. Obtaining and maintaining policies of general liability insurance for P-IHSS-PA appropriate for the conduct of its business;
18. Complying with the P-IHSS-PA Employer-Employee Relations Policy;
19. Meeting periodically with the P-IHSS-PA liaison to ensure that this service agreement is fully executed.

In addition to the above, NS-RIHSS-PA agrees to perform the following activities in connection with the Program Integrity initiative.

**A. NS-RIHSS-PA Agrees To:**

- **Distribute enrollment materials to potential and current providers.**  
Providers can pick up enrollment forms from the Public Authority office, or packets can be mailed.
- **Receive enrollment form SOC 426 and SOC 426A.**

The State requires that the SOC 426 and 462A must be delivered in person by the provider. The Public Authority will receive these forms.

- **Make Identification Copies**

The Public Authority will verify and copy state-approved identification.

- **Provide Live Scans for all Providers**

For a nominal fee which includes the Department of Justice fee as well as the transmission fee incurred by the Public Authority, staff will roll Provider fingerprints utilizing equipment belonging to the Public Authority. The cost is expected to be borne by the Provider unless other sources for funding are identified. Until such time as the Public Authority may acquire a second Live Scan device, Live Scans will be available on a schedule rotating throughout the Public Authority service area. Service to Plumas County outside of Quincy can be accomplished with access to DSL and a copy machine. The Public Authority will also notify Providers of their option to have Live Scan done at the Sheriff's Office in Quincy.

- **Receive, store and eventually destroy the results of the Live Scan in accordance with DOJ requirements.**

The Public Authority complies with all Department of Justice requirements for receiving, storing, destroying and making appropriate result information available to IHSS staff.

- Orient all providers using the state-developed materials.**

The Public Authority will provide regular viewings of the state-provided orientation video for all providers. The SOC 846, which verifies that the orientation was completed and understood, will be signed by the Provider at the time of orientation. Public Authority staff will collect the SOC 826 forms.

- Provide all enrollment documentation to Plumas County IHSS staff**

Public Authority staff will give to Plumas County IHSS staff the following documents for CMIPS entry and filing:

SOC 426 and 426a enrollment forms,  
SOC 846 statement of orientation completion,  
Copy of approved identification, and  
Live Scan result identified as pass or fail.

## EXHIBIT "B"

## SCHEDULE OF HIPAA PROVISIONS

If and to the extent, and so long as, required by the provisions of 42 U.S.C. 1171 et seq. enacted as the Health Insurance Portability and Accountability Act of 1996, (HIPAA) and regulations promulgated thereunder, but not otherwise, NS-RIHSS-PA does hereby assure P-IHSS-PA that NS-RIHSS-PA will appropriately safe-guard Protected Health Information made available to or obtained by NS-IHSS-PA.

In implementation of such assurance and without limiting the obligation of NS-RIHSS-PA otherwise set forth in this Agreement or imposed by applicable law, NS-RIHSS-PA hereby agrees to comply with applicable requirements of law relating to Protected Health Information and with respect to any task or other activity NS-RIHSS-PA performs on behalf of P-IHSS-PA, to the extent P-IHSS-PA would be required to comply with such requirements.

The agreement of NS-RIHSS-PA set forth in the two preceding sentences, and the additional provisions relating to permitted and required uses and disclosures thereof that shall from time to time be provided to NS-RIHSS-PA by P-IHSS-PA in accordance with applicable law, constitutes a contract between P-IHSS-PA and NS-RIHSS-PA establishing the permitted and required uses and disclosures of such Protected Health Information by NS-RIHSS-PA.

NS-RIHSS-PA and P-IHSS-PA agree that they are "Covered Entities", as defined by HIPAA, and as such, will comply with all requirements for Covered Entities set forth in HIPAA. In the event NS-IHSS-PA is determined to be a "Business Associate", as defined by HIPAA, then in amplification and not in limitation of the provisions of this Agreement including this Section of this Agreement, NS-RIHSS-PA agrees that NS-RIHSS-PA shall:

1. Not use or further disclose such information other than as permitted or required by this Agreement. NS-RIHSS-PA shall not, except as necessary for the proper management and administration of NS-RIHSS-PA to carry out the legal responsibilities of NS-RIHSS-PA for performance of NS-RIHSS-PA's duties under this Agreement, use, reproduce, disclose, or provide to third parties, any confidential documents or information relating to P-IHSS-PA or patients of the County of Plumas without prior written consent or authorization of the County of Plumas, P-IHSS-PA, or the patient. If NS-RIHSS-PA uses such information for the purposes set forth above, it will only do so if the disclosure is required by law or NS-RIHSS-PA obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which NS-RIHSS-PA disclosed it to the person. NS-RIHSS-PA shall also ensure that the person notifies NS-RIHSS-PA of any instances of breach of confidentiality such person is aware of. NS-RIHSS-PA shall ensure that its personnel, employees, affiliates and agents maintain the confidentiality of patient health information and business of P-IHSS-PA.
2. Not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by P-IHSS-PA.
3. Use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement.
4. Report to P-IHSS-PA any use or disclosure of such information not provided for by this

Agreement of which NS-RIHSS-PA becomes aware;

5. Ensure that any subcontractors or agents to whom NS-RIHSS-PA provides Protected Health Information received from P-IHSS-PA agree to the same restrictions and conditions that apply to NS-RIHSS-PA with respect to such information;
6. Make available Protected Health Information in accordance to applicable law;
7. The above requirements apply equally to all electronic records. NS-RIHSS-PA shall not release any electronic information without complying with all above requirements.
8. Make NS-RIHSS-PA's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from P-IHSS-PA available to the Secretary of the United States Health and Human Services for purposes of determining NS-RIHSS-PA or P-IHSS-PA's compliance with applicable law (in all events NS-RIHSS-PA shall immediately notify P-IHSS-PA of any such request, and shall provide P-IHSS-PA with copies of any such materials);
9. Incorporate any amendments or corrections to Protected Health Information when notified pursuant to applicable law. NS-RIHSS-PA agrees that this Agreement may be amended from time to time by P-IHSS-PA if and to the extent required by provision of 42 U.S.C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

bc1

Mimi Khin Hall, MPH, CHES, Director

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

**To:** Honorable Board of Supervisors

**From:** Mimi Hall

**Agenda:** Item for November 5, 2013

**Description/Recommendation:** Approve a Supplemental Budget and unanticipated revenues in the amount of \$17,756 from One-Time Funding for the County Subvention Program for FY 2013/2014 from the California Department of Veterans Affairs (CalVet).

**Background Information:** As the Board may recall, on October 15, 2013 you approved the attached Certificate of Compliance for one-time funding from the State of California, through the California Department of Veterans Affairs (CDVA).

This funding is available through Provisional Language of the Budget Act of 2013; a state General Fund expenditure. These additional funds may not supplant existing funds and have been approved by CalVet to be used for the following purposes:

1. Add VSO staff to establish CVSOS presence at veteran centric sites in Sierra County where there is not CVSOS staff representing Veterans in Sierra County.
2. Increase outreach to four hundred ten veterans in Sierra County, expand services and issue Veteran's Identification Cards with the County's existing identification machine.
3. Purchase supplies for the identification machine to issue the Veteran Identification Cards. These cards will verify veteran status for access to eligible programs as well as retail discounts.
4. Develop brochures, handouts, and additional marketing materials for outreach, referral and services at community events, veteran's centric sites and distribution to local Veteran's Organizations such as American Legion/VFW Posts within Plumas and Sierra Counties.
5. Assist with office duties such as processing claims, data collection and data input of veteran records into the VetPro Programs.

A copy of the Supplemental Budget with Line Item detail is attached for your review. Please contact me if you have any questions, or need additional information. Thank you.



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# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**Date:** October 24, 2013

**To:** Honorable Board of Supervisors

**From:** Mimi Hall

**Agenda:** Item for November 5, 2013

**Description/Recommendation:** Approve a request to recruit and hire a .50 FTE Assistant Cook for the Chester Nutrition Site.

**Background Information:** As the Board is aware, Plumas County Public Health Agency receives funding from the Area Agency on Aging to provide low cost services to the elderly of Plumas County. These services include; providing nutritious meals at the congregate sites in Plumas County and delivery of meals to seniors who are homebound in Plumas County.

The Assistant Cook aids with cooking, packaging, serving, and cleaning at the site, but also filling in as the Head Cook when necessary. The assistant cook must have knowledge of proper preparation and food handling methods as well as kitchen safety and sanitation practices.

A copy of the Critical Staffing Request is attached for your review. Please contact me should you have any questions, or need additional information. Thank you.

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



**COPY**

## AGENDA REQUEST

For the November 5, 2013 meeting of the Plumas County Board of Supervisors

October 25, 2013

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works *Robert A. Perreault*

Subject: Authorization for the Department of Public Works to fill the Vacancy of Road Maintenance Worker I or II in Beckwourth

### Background:

A Road Maintenance Worker from the Beckwourth Road Crew has resigned resulting in a (1) FTE vacancy. This position is funded and allocated in the proposed FY 13/14 Public Works budget.

The Department is requesting to advertise to fill one (1) FTE Road Maintenance Worker I/II position in District 1, Beckwourth.

This position is critical in maintaining safe travel ways for Plumas County roads during all seasons.

The appropriate Critical Staffing Questioner is attached.

### Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorizes the vacancy listed above to be filled by advertising the position pursuant to the Plumas County Personnel Rule.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Public Works Maintenance Worker I/II Worker Position**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.**
- Why is it critical that this position be filled at this time?  
**Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal.**
- How long has the position been vacant?  
**This position will be vacant as of November 2, 2013**
- Can the department use other wages until the next budget cycle?  
**The department’s wage and benefits portion of the 13/14 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?  
**Maintenance of county roads and bridges.**
- 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?    **None**
- 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?  
**None**
- Does the department have a reserve?    **Yes**    If yes, provide the activity of the department’s reserve account for the last three years?  
10/11    (\$250,000)              11/12    \$0              12/13    (\$439,699)



6E

# Plumas-Sierra Counties

## Department of Agriculture



Tim W. Gibson  
Interim Commissioner and Sealer  
[timgibson@countyofofplumas.com](mailto:timgibson@countyofofplumas.com)

### Agriculture Commissioner Sealer of Weights and Measures

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

Date: November 3, 2008

To: Honorable Board of Supervisors

From: Tim Gibson, Agricultural Commissioner, Sealer of Weights and Measures

Subject: Critical Staffing: Authorize recruitment to fill vacant and funded 1.0 FTE Agricultural and Standards Inspector level I, II, or III position. The Agriculture Department's Agricultural and Standards Inspector has accepted a position with Fresno County. The department was already thinly staffed prior to the loss of the Agricultural and Standards Inspector, and is now seriously understaffed. Currently, the position is allocated as an Inspector level II. I am seeking permission to fill the position at the Inspector III should a Level III qualified applicant apply for the opening.



# Plumas County Environmental Health

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

6F

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

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

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**Date:** October 28, 2013

**To:** Honorable Board of Supervisors

**From:** Jerry Sipe, Environmental Health

**Agenda:** Agenda Item for November 5, 2013

**Item Description/Recommendation:** It is recommended that the Board of Supervisors:

1. Authorize the Director of Environmental Health to enter into a new Local Primacy Delegation Agreement with the California Department of Public Health for the small public drinking water regulatory program and sign the Local Primacy Delegation Agreement, associated Grant Funding Agreement, and other assurances as the Board's designee; and
2. Authorize the Treasurer-Tax Collector to enter into and sign a Fiscal Agent Agreement with the California Department of Public Health to manage funds in support of this program.

**Background Information:** As the Board is aware, Environmental Health is the designated Local Primacy Agency (LPA) for the small public drinking water program. As an LPA, Environmental Health is responsible to administer and enforce the California Safe Drinking Water Act for community systems serving up to 200 connections and non-community systems serving water to the public at places such as campgrounds and RV parks. The process and authority for delegating this program from the California Department of Public Health to Environmental Health is specified in Section 116330 of the California Health and Safety Code.

The California Department of Public Health (CDPH) is requiring all local delegation agreements be updated by January 2014. They believe this update is needed to ensure local programs are in compliance with federal drinking water program standards and to implement a new statewide data management system for drinking water systems and the local LPAs. The language in this agreement is consistent with the current delegation agreement with these notable additions, and a copy of the draft agreement is on file with the Clerk of Board for your review.

To help offset the costs of the new federal requirements and data reporting mandates, CDPH is offering one-time LPA funding through grants from the State Revolving Fund Drinking Water Account. Based on system inventory and workload, Environmental Health will be eligible for \$194,500 of funding to be spent over multiple fiscal years. CDPH requires the LPA (Environmental Health) to enter into a Grant Funding Agreement to specify the purposes, terms, and deliverables for this funding. In addition, funding through the State Revolving Fund requires the county also designate a Fiscal Agent, who is separate and independent from the LPA, to hold and manage funds in a dedicated account. The Treasurer-Tax Collector has agreed

to serve in this role and must execute a separate Fiscal Agent Agreement with CDPH. Once authorized by CDPH, the Fiscal Agent will disburse funds to a drinking water program account for use by Environmental Health to meet grant obligations and deliverables.

At this time, the Board is asked to approve a Resolution authorizing the Director of Environmental Health to enter into a new Local Primacy Delegation Agreement and Grant Funding Agreement with the California Department of Public Health for the small public drinking water regulatory program and sign these and various assurances as the Board's designee; and authorize the Treasurer-Tax Collector to enter into and sign a Fiscal Agent Agreement with the California Department of Public Health as part of this project. All documents have been reviewed and approved as to form by County Counsel, copies of the Local Primacy Delegation Agreement, Grant Funding Agreement, and Fiscal Agent Agreements are on file with the Clerk of the Board and a copy of the Resolution is attached for your review. If you have any questions, please contact me at 283-6367.

Thank you.

enclosure

Resolution Number \_\_\_\_\_

**RESOLUTION AUTHORIZING PLUMAS COUNTY TO ENTER INTO  
LOCAL PRIMACY AGENCY DELEGATION, GRANT FUNDING AND FISCAL  
AGENT AGREEMENTS WITH  
THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

**WHEREAS**, the California Department of Public Health currently delegates primary responsibility for the administration and enforcement of the small water systems regulatory program to Plumas County and Environmental Health serves as the Local Primacy Agency pursuant to California Health and Safety Code Section 116330; and

**WHEREAS**, grant funding is available to assist duly designed Local Primacy Agencies, including Plumas County Environmental Health, in carrying out eligible project activities in the small water systems program; and

**WHEREAS**, the California Department of Public Health requires execution of a new local primacy delegation agreement and certain grant funding and fiscal agent agreements to be eligible for such funding,

**NOW, THEREFORE, BE IT RESOLVED** that the Plumas County Board of Supervisors authorizes the submittal of a Local Primacy Delegation Agreement, a Grant Funding Agreement and a Fiscal Agent Agreement to the California Department of Public Health. The Environmental Health Director is hereby authorized and empowered by the Plumas County Board of Supervisors to execute the Local Primacy Delegation Agreement, Grant Funding Agreement, and all other necessary applications, agreements, amendments and claims for the purposes of implementing and carrying out the small public water systems regulatory program and securing Local Primacy Agency grant funds.

**IT IS FURTHER RESOLVED** that the Plumas County Board of Supervisors authorizes the Treasurer-Tax Collector to execute and submit a Fiscal Agent Agreement to the California Department of Public Health in support of this program.

**The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on November 5, 2013 by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

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Chair, Board of Supervisors

**Attest:**

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Clerk of the Board of Supervisors

7B

**DEPARTMENT OF PUBLIC WORKS**  
**PLUMAS COUNTY**

**CONSENT AGENDA REQUEST**

for the November 5, 2013 meeting of the Plumas County Board of Supervisors

October 28, 2013

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Award of contract for rock drilling to Keith R. Peterson, Inc. at the Bucks Lake Road Slope Stabilization Project

*Robert A. Perreault*

**BACKGROUND**

The Bucks Lake Road Stabilization Project is located on the south side of Bucks Lake Road, 0.5 miles east of the intersection of Snake Lake Road and Bucks Lake Road in Plumas County.

This project is the repair and restoration of Bucks Lake Road following extensive rock fall occurring within the existing right of way. The scope of work includes stabilization treatment of existing rock slopes to prevent rock and debris from falling onto Bucks Lake Road. Stabilization treatment measures include removing unstable portions of the rock slope and creating a mid-slope bench to access and the removal of unstable portions located at near the top of the slope..

Attached is a copy of the "Notice of Exemption" for the project.

The Department of Public Works is conducting pre-winter excavation activities. The Department is requesting a contract for rock drilling, in an amount not-to-exceed \$41,000, to be awarded to Keith R. Peterson, Inc.

The Department has requested an exception to the competitive bid process by designating sole source hiring of the Contractor. Attached is a copy of the October 3, 2013 Memo approving the sole source selection of the Contractor. To further elaborate on the reasons justifying sole source, the following are pertinent:

1. On August 8, 2013, the rock drilling contractor was selected under Federal Solicitation for Commercial Items procedures by the Plumas National Forest to conduct drilling operations at Walker Plain pit to provide drilling for rock blasting purposes.
2. Plumas County Department of Public Works' "Certified Blasters" providing explosives and blasting services to the Plumas National Forest were present during drilling operations and concluded that the Contractor was well qualified and delivered quality work for the price quoted.
3. Plumas National Forest Road Maintenance personnel also concurred with their satisfaction with the Contractor's work on the project.

CONSENT AGENDA REQUEST  
for the November 5, 2013 meeting of the Plumas County Board of Supervisors  
Bucks Lake Road Stabilization Project  
Contract for Rock Drilling  
Page 2 of 2

4. The Department of Public Works desired to take advantage of the Contractor's availability and his equipment while the Contractor was still present in northern California – thus resulting in County savings of the cost of mobilization. The firm is located in Vallejo, CA.
5. The rock drilling equipment is not readily available in Plumas County throughout the year. The work requires an experienced contractor capable of performing work on potentially unstable slopes.
6. The contractor provided a written cost proposal and scope of work that was acceptable to the Director of Public Works.
7. For public safety reasons, there is a need to drill and blast unstable slope areas prior to the onset of winter conditions.

Attached is a copy of the proposed contract that has been approved as to form by the office of County Counsel.

**RECOMMENDATION**

Public Works staff respectfully recommends that the Board of Supervisors authorize the Director of Public Works and the Chair of the Board of Supervisors to execute a contract with Keith R. Peterson, Inc. for rock drilling on Bucks Lake Road and to ratify any work approved by the Department retroactive to September 27, 2013.

**Attachments:**

Project NOE, dated 4-1-2013  
Memo, dated October 3, 2013  
Draft Contract

10492

## NOTICE OF EXEMPTION

To:  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

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

**Project Title:** Bucks Lake Road Stabilization Project

**Project Applicant:** Plumas County Public Works Department

**Project Location:** South side of Bucks Lake Road, 0.5 miles east of the intersection of Snake Lake Road and Bucks Lake Road in Plumas County; T24N, R8E, Sections 13 MDBM.

**Project Location - County:** Plumas

**Description of Nature, Purpose or Beneficiaries of Project:** Stabilization treatment of rock slope to prevent rock and debris from falling onto Bucks Lake Road. Stabilization treatment measures include removing unstable portions of the rock slope and creating a mid-slope bench to access and remove unstable portions located at near the top of the slope.

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

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

**Exempt Status:** (Check one)

Ministerial (Sec. 21080(b)(1); 15268);  
 Declared Emergency (Sec. 21080(b)(3); 15269(a));  
 Emergency Project (Sec. 15269(d));  
 Categorical Exemption. State type and section number: Class 1 – CEQA Guidelines Section 15301  
 Statutory Exemptions. State code number: \_\_\_\_\_

**Reason why project is exempt:** This project is the repair and restoration of Bucks Lake Road following extensive rock fall occurring within the existing right of way. The repair and restoration does not occur within a designated scenic highway nor is it carried out for the purpose of expanding or widening of the roadway.

**Lead Agency**

**Contact Person:** Jim Graham, Senior Planner    **Area Code/Phone/Ext:** (530) 283-6169

Signature: Randy Weber    Date: 4/1/13    Title: Planning Director  
Signed by Lead Agency

**Certificate of Posting**

I hereby certify that from 4/3/13 to 5-2-13 I posted a copy of this Notice of Exemption in the office of the Plumas County Clerk (30 days).

By Kathleen Williams on 4/3/13  
Kathleen Williams, County Clerk/Deputy

# DEPARTMENT OF PUBLIC WORKS

1834 EAST MAIN STREET, QUINCY, CA 95971-9795 PHONE (530) 283-6268 FAX (530) 283-6323



ROBERT A. PERREAULT Jr.  
Director of Public Works

ASST. DIRECTOR

OCTOBER 3, 2013

JOE BLACKWELL  
DEPUTY DIRECTOR

## MEMO

To complete emergency slide repair work on Bucks Lake Road, an air track driller has been contacted to drill the necessary holes for conducting an explosives operation to relieve the unstable hillside.

The driller to be used is the same driller used by the Forest Service on a blasting operation at Walker Plains on the Oroville-Quincy Highway. This driller was selected after the Forest Service had conducted a selection process for air track drillers.

Based on the selection process already conducted by the Forest Service, we have selected to use the same driller. Attached for signature is the driller's proposal for conducting the drilling operations at the Bucks Lake slide area.

I am requesting approval to use this driller.

A handwritten signature of Terry Dunn.

Terry Dunn  
Associate Engineer

Approved by:

SOLE SOURCE APPROVAL RECOMMENDED:

A handwritten signature of Robert A. Perreault.

Bob Perreault  
Public Works Director

Approved by:

A handwritten signature of Terry Swofford.

Terry Swofford  
Chairman, Plumas County BOS

## 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 Public Works department (hereinafter referred to as "County"), and KEITH R. PETERSON, an individual, doing business as "Keith R. Peterson and Co." (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty-One Thousand Dollars and No/100 (\$41,000.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be September 27, 2013. Contractor shall complete the Work no later than October 30, 2013, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
  - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
  - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. 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.
21. 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.
22. 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 attorneys' 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, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of 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 fifty thousand dollars (\$50,000) per accident.
- c. 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

24. 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. In particular, Contractor represents that it holds a current and active license as a Class D09 Drilling, Blasting and Oil Field Work contractor, issued by the State of California, No. 461055.

25. 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. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.

26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. 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.
28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. 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.

36. 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:

Department of Public Works  
County of Plumas  
1834 E. Main St.  
Quincy, CA 95971  
Attention: Robert A. Perreault, Director

Contractor:

Keith R. Peterson and Co.  
P.O. Box 5727  
Vallejo, CA 94591

37. 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.

38. 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.

39. 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.

40. 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.

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

CONTRACTOR:

Keith R. Peterson, an individual,  
d/b/a Keith R. Peterson and Co.

COUNTY:

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

By: \_\_\_\_\_  
Name: Robert A. Perreault  
Title: Director of Public Works  
Date signed:

By: \_\_\_\_\_  
Name: Terrell Swofford  
Title: Chair, Board of Supervisors  
Date signed:

Approved as to form:

Plumas County Counsel

By: Stephen L. Mansell 10/28/13  
Stephen L. Mansell  
Deputy County Counsel

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

CONTRACTOR INITIALS \_\_\_\_\_

## EXHIBIT A

### **Scope of Work**

1. Drill 3" or smaller holes to a depth of 36-40 feet in locations in agreement with Plumas County Public Works blasting personnel. Holes will be drilled in accordance with the Public Works Blaster's layout plan.
  - a. Dependent on ground condition – homogenous material that allows chips to blow out of the holes properly.
  - b. No water in the ground.
2. Plumas County to provide move out and move in of equipment from Bob Hyatt's yard in Oroville.
3. Plumas County to provide daily fuel and water as needed for the machine.
4. Provide and pay for all labor, materials, taxes, and insurance, except as otherwise described above.
5. All Work will comply with all applicable state and federal laws and regulations.

## **EXHIBIT B**

### **Fee Schedule**

1. Contractor shall be paid a flat rate of \$410 for each 36 to 40 foot hole drilled. Total cost not to exceed \$41,000.
2. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the amount due and payable, as adjusted pursuant to Section 15 of this Agreement, to Contractor within thirty (30) days of County's receipt of Contractor's invoice
3. Contractor shall promptly pay each subcontractor and supplier, if any, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
4. The County shall not have any responsibility to make payments to any subcontractor or supplier.
5. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
6. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County.
7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



# Office of the Sheriff

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

7c1

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** October 23, 2013

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Items for the meeting of November 5, 2013

**It is recommended that the Board:**

Approve and sign contract #PCSO00016 between the Plumas County Sheriff's Office (PCSO) and DeMartile Automotive, Inc. in the amount of \$30,000.

**Background and Discussion:**

The term of this contract is 11/01/13 – 11/01/14. This purpose of this agreement with DeMartile Automotive, Inc is to provide maintenance, service and repair to the Sheriff's vehicles.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made this 1st day of November, 2013, 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 DeMartile Automotive, Inc., a California corporation (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 (the "Work").
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 Thirty Thousand Dollars and No/100 (\$30,000.00).
3. Term. The term of this agreement shall be from November 1, 2013 through November 1, 2014, 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. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform

7. Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. 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.
8. 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.
9. 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.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of 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 fifty thousand dollars (\$50,000) per accident.
  - c. 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

11. 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.
12. 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.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. 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.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. 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.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

DeMartile Automotive, Inc.  
200 E. Main Street  
Quincy, CA 95971  
Attention: Kathy DeMartile

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

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.
26. 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 first set forth above.

CONTRACTOR:

DeMartile Automotive, Inc.,  
a California corporation

By: Carol A Martile  
Name: Owner  
Title: Owner

By: Kathy L DeMartile  
Name:   
Title:

COUNTY:

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

By: \_\_\_\_\_  
Name: Terry Swofford  
Title: Board of Supervisors, Chair

Approved as to form:  
Plumas County Counsel

By: Stephen L. Mansell 10/1/13  
Stephen L. Mansell  
Deputy County Counsel

SM COUNTY INITIALS

**EXHIBIT A**

**Scope of Work**

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Lube, oil and filter changes (LOF).
  - b. Vehicle inspection.
  - c. Tire rotation.
  - d. Mounting and balancing of tires.
  - e. Sale and installation of new tires.
  - f. Engine repair and replacement.
  - g. Drivetrain repair and replacement.
  - h. Diagnostics, including driveability and mechanical repairs.
2. Notwithstanding the foregoing, Contractor shall not be responsible for providing paint or body repairs.
3. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

**EXHIBIT B**

**Fee Schedule**

1. Labor shall be charged at \$70.00 per hour.
2. All store parts shall be provided at list price minus ten percent (10%).
3. All dealer ship parts shall be provided at list price minus five percent (5%).
4. County shall pay actual shipping charges for parts.
5. Parts discounts do not apply to parts used in oil changes.
6. LOF changes with inspection shall be charged at \$52.00 (all inclusive) for up to seven (7) quarts of oil. If less oil is used, an appropriate discount will be applied by Contractor.
7. County shall be provided with a written 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 listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
8. Contractor shall be paid monthly 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

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

7c2

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** October 16, 2013  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood *(Signature)*  
**RE:** Agenda Items for the meeting of November 5, 2013

**It is recommended that the Board:**

Approve and authorized the Chair of the Board to sign the contract with Fehrman Mortuary.

**Background and Discussion:**

The term of this contract is October 1, 2013 – September 30, 2014. This purpose of this contract with Fehrman's Mortuary is to assist the Sheriff fulfill the duties of the Office of the Coroner. These duties include but not limited to removal of decedents, blood draws transportation of remains, and refrigeration.

Due to the length of the contract one copy has been filed with the Clerk of the Board.

PLUMAS COUNTY FISH & GAME COMMISSION  
P.O. Box 89, Crescent Mills, California 95934

7D1

TO: Plumas County Board of Supervisors

FROM: Dave Valle, Vice Chair  
Fish & Game Commission *Dave Valle*

RE: Trout in the Classroom  
Contribution

DATE: November 5, 2013

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It is hereby requested that the Board of Supervisors authorize the Fish & Game Commission's contribution of no more than \$3,000 to help with the purchase of chillers, aquariums and pumps for the Trout in the Classroom program. The funds for this purchase will come from the Commission's Special Department Line Item

**Background & Discussion:** The Trout in the Classroom program students raise trout from eggs to fingerlings. It teaches students to appreciate water resources and fosters a conservation ethic. The Commission feels this is an important program for our schools.

Attached are the Commission minutes wherein this matter was discussed and voted on.

## New Business

- a) **Chester High School Lab Presentation:** This matter was handled under Old Business.
- b) **Commissioner Replacement (Districts 4 & 5):** Commissioner Valle stated that there are supposed to be two Commissioners from every district, however, District 4 and 5 currently have only one representative each. Jon Kennedy is the Supervisor for D5 and Steve Dutton is possibly interested in replacing Andy Oxsen. Commissioner Valle stated that both he and the secretary have been trying, unsuccessfully, to reach Oxsen. Commissioner Valley commented that Supervisor Simpson is in charge of D4. Kristy Hoffman expressed an interest and may speak with Simpson.
- c) **Discussion of Correspondence from Tanner:** Commissioner Valle addressed the letter that the Commissioners had received from Steve Tanner and Todd Testerman from Glenn County Fish & Game Commission. They are recruiting other F&G Commission members in Northern California to form a big group of Commissioners to address the loss of hunting with bears and bobcats and other issues regarding hunting and trapping. They appear to be asking for Commissioners that are interested in corresponding with them. Commissioner Williams stated that he feels they are not looking for individuals to support them, but rather Fish & Game Commissioners to correspond with them on behalf of the Commission. Commissioner Orange stated that if they want to work together as a group, he would volunteer to be a liaison. Commissioner Orange will follow up and report back to the Commission as necessary.
- d) **Trout in the Classroom Request for Funding and Possible Action:** Kristy Hoffman requested funding from the Commission for a training for teachers to cover attrition. The request is specifically for chillers and other equipment and materials to facilitate the training. She also asked whether the Commission would be able to help with the rental of the facility used for training. Commissioner Williams asked whether they could use a school or County facility that would not charge. Hoffman replied that they had done that in the past. Commissioner Valle asked whether her request for \$3,000 was broken down into individual amounts and she distributed a handout indicating how the funds would be used. Hoffman is requesting funding for seven chillers for the new teachers. Commissioner Valle stated that this is not an urgent item, in that the training usually starts in the Spring. Hoffman advised that the training has been scheduled November 15 in an attempt to avoid weather issues. Commissioner Williams advised that he had issue with Trout in the Classroom paying to use Grizzly Ranch, especially if there are facilities that can be used at no cost. Commissioner Seiler asked whether her request was for help with the training or just the

d) **Report on Chester HS Chiller and Possible Action:** Commissioner Garrido advised that the chiller is installed, however, they are waiting on the electrical hookup. Commissioner Valle questioned whether the school would cover any of the expense. Tognatti stated that they would not cover anything to do with the aquaculture program. He went on to explain to the Commission the reason for the upgrade to the three-phase chiller. Commissioner Valle questioned whether the \$2,150 was the official request for new funds and was advised that it was. Tognatti advised that he wanted the Commission to be aware that their contribution is not just for a small hatchery, it is actually a program that has been over ten years in the making and is a substantial part of Chester High School. He gave a presentation to the Commission of the origin of the program and what the hatchery consists of. Tognatti advised that the new principal is on board and wants to keep this program running. **Commissioner Garrido moved to support the Phase 3 electrical installation on the chiller in the amount of \$2,150**, and went on to state that the Commission has supported this organization for the past ten to twelve years, they've always done right, and the kids are getting an education. He feels that this is what the Commission is all about. **Commissioner Orange seconded the motion.** Commissioner Seiler questioned who would be doing the programming of the chiller and was told that they would handle it. **Commissioner Williams amended the motion to increase the amount to \$2,500; Commissioner Garrido seconded. Motion passed by voice vote.**

e) **Jr. Pheasant Hunt: Final Preparations:** Commissioner Valle showed the hats that were prepared by Featherhorse Designs for the event, based on Dan Seiler's hat-style choice. Commissioner Valle went on to advise that the hats were a bit more expensive due to the hat style and the stitching. Commissioner Seiler advised that the hats were approximately \$1.50 per hat more expensive due to the style of the hat purchased. Commissioner Valle advised that he'd had a call from Terri Weist just prior to the meeting and she stated that only nine kids are signed up at present. She's hoping that it will happen like last year and that kids will be calling at the last minute wanting to come. Commissioner Rudgers stated that it had been this way when he was doing this event in the past. Commissioner Valle suggested pushing the event. Commissioner Garrido will check with Terri prior to purchasing groceries for the event.

f) **Funding Subscriptions of Magazines for local High Schools:** Commissioner Valle questioned which subscriptions the Commission would like to purchase for the High Schools. Commissioner Rudgers stated that they may already be getting some outdoor magazines, so checking with them first would be prudent. Commissioner Valle suggested tabling this matter until next month so that everyone would be present for the discussion.

however Rich Dengler will write a letter. Commissioner Rudgers stated that the Almanor Cage Program will be receiving all diploids. Commissioner Valle suggested having a letter authored by Dengler that would be reviewed at the next meeting prior to mailing.

- b) **Continuing Discussion on List of Commission's Accomplishments:** Commissioner Valle reported that he had contacted Dan McDonald at the Bulletin and that McDonald will write an article about the Commission's accomplishments. A final list of accomplishments was distributed to the Commissioners for approval. Commissioner Orange will invite McDonald to attend the Jr. Pheasant Hunt and report on it as well. Commissioner Valle also advised the Commissioners that the Agendas are on the website; Commissioner Williams advised that the meetings are also listed in the newspaper, however, they had the wrong location. Commissioner Orange will correct the meeting location when he contacts McDonald about the Jr. Pheasant Hunt. Commissioner Valle will go over the list of accomplishments with McDonald when he comes to Portola to help with the article.
- c) **Continuing Discussion Wildlife Nuisance Abatement:** Mike Smith addressed the Commission with regard to Wildlife Nuisance Abatement. The cost for his service has continued to rise, although the County hasn't received any additional compensation from the State. Smith advised that the County is requesting funds to help pay for the truck and fuel to continue his operation. He deals with all animals, including skunks, etc. Commissioner Valle asked whether a presentation had actually been made to the Board of Supervisors requesting help and was advised that Smith was told that Tim was dealing with it. The Abatement fund is currently \$9,000 short. Commissioner Orange asked whether the shortfall was for this and upcoming years; Smith replied that it was just this year. Commissioner Orange asked whether a report would be available by next month's meeting with regard to the amount of calls and types of animals that are dealt with; Smith replied in the affirmative. Commissioner Orange stated he'd like to see this information at next month's meeting as he is concerned that this not become an ongoing yearly item as it is a very substantial amount of money. Smith advised that he will be at a mandatory meeting during next month's Commission meeting; however, he will e-mail the information. Commissioner Valle requested that he put together a specific request of the items that the funds will cover. Commissioner Garrido questioned whether the Feds usually help fund this and was advised that they do. Smith will provide the Commission with a report covering the number of animals dealt with, etc., over the past two years. Commissioner Rudgers stated that if a specific request was going to be made to the Board of Supervisors, that it happen prior to any funds being requested from the Commission.

PLUMAS COUNTY FISH & GAME  
MEETING MINUTES  
October 3, 2013

The meeting was called to order by Vice Chair Dave Valle

Roll Call

Commissioners Valle, Rudgers, Seiler, Williams, Orange, and Garrido were present; Commissioners Horton and Martynn were absent.

Approval of Prior Month's Minutes

Commissioner Williams moved to approve the September Minutes; Commissioner Garrido seconded and the motion passed by voice vote.

Guests

Steve Dutton, Portola High School Teacher  
Kristy Hoffman, Feather River Trout Unlimited  
Michael Smith, USDA Wildlife Services  
Dave Bradley, Chester High School  
Dallas Tognatti, Science Department Chair, and students

Urgency Items

Commissioner Williams moved that an additional \$500 be added to the Jr. Pheasant Hunt line item to cover the cost of groceries for this fiscal year only; Commissioner Garrido seconded. Motion carried by voice vote.

Correspondence & Bills

Commissioner Valle advised that a letter was received, but will be covered under new business. He also reported that an invoice would be submitted for the Outdoor Ed fund for fencing to keep vehicles out of the area.

Old Business

- a) Authorship of Letter re: Diploids/Triploids: Commissioner Valle stated that this matter had been carried over awaiting Commissioner Garrido's attendance with regard to writing a letter to Fish & Wildlife regarding their policy of stocking sterile fish. Commissioner Garrido advised that he'd gone to a meeting in Redding to discuss triploids, and he reported that they are the wave of the future. Commissioner Garrido went on to advise that he doesn't have much information of the science behind the decision,

chillers. Hoffman was not sure whether the Commission could help with training fees; however, if they are not willing to do that, the funds could go directly to the purchase of chillers and other supplies. **Commissioner Rutgers moved that the Commission fund Trout Unlimited up to \$3,000 for chillers, pumps and aquariums for their Trout in the Classroom project; Commissioner Seiler seconded the motion.** Commissioner Williams questioned the amount to be certain that the funds would not go toward training; Hoffman advised that the cost for the chillers is approximately \$600 each per teacher for all the equipment. Commissioner Valle called for a vote on the motion; **motion passed by voice vote with Commissioner Williams voting against.**

### Reports

**Warden Reports:** Warden Awbry reported that had just finished and filed a search warrant case from a month ago regarding a local hunter with no license who has been taking approximately three deer per year. He also reported that he'd validated six deer this past weekend. He is looking into the hunter that shot a spike and then threw it off to the side of the road. He issued a ticket for a retired correctional officer out of Susanville that shot a bear with cubs; unfortunately, he was not able to retrieve the two cubs, even after looking for several days. This was the same guy who'd been cited the previous year for hunting over bait. He just finished a pollution case from down by Rich Bar that is currently being reviewed by his supervisors and may result in a large fine. Warden Awbrey stated that he had seen a five-point elk a few days prior near Loyalton and he had advised Terri Weist.

**Biologist Reports:** None were present

**Guest Comments/Reports:** None were heard

### Commissioner Reports

**Commissioner Seiler** brought in a set of antlers from the bull elk he'd killed three weeks ago by Mt. Shasta.

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**Commissioner Garrido** thanked the Commission for supporting Chester High School.

Respectfully submitted

*Dorothy J. Miller*

Dorothy J. Miller, Recording Secretary

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**PLUMAS COUNTY FISH & GAME COMMISSION**  
P.O. Box 89, Crescent Mills, California 95934

**TO:** Plumas County Board of Supervisors

**FROM:** Dave Valle, Vice Chair  
Fish & Game Commission *D. Valle*

**RE:** Chester High School Fish Hatchery  
Electrical Support

**DATE:** November 5, 2013

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It is hereby requested that the Board of Supervisors authorize the Fish & Game Commission's support of the Phase III electrical installation for the Chester High School chiller in an amount not to exceed \$2,500. This chiller was originally purchased by the Commission last year. The funds for this purchase will come from the Commission's Special Department Line Item

**Background & Discussion:** The Commission, with the Board's approval, purchased a 7.5 horsepower chiller for the Chester High School Hatchery program. In order for the chiller to run efficiently, the electrical requires an upgrade. The hatchery currently raises rainbow and Eagle Lake trout for distribution within Plumas County.

Attached are the Commission minutes wherein this matter was discussed and voted on.

however Rich Dengler will write a letter. Commissioner Rudgers stated that the Almanor Cage Program will be receiving all diploids. Commissioner Valle suggested having a letter authored by Dengler that would be reviewed at the next meeting prior to mailing.

- b) **Continuing Discussion on List of Commission's Accomplishments:** Commissioner Valle reported that he had contacted Dan McDonald at the Bulletin and that McDonald will write an article about the Commission's accomplishments. A final list of accomplishments was distributed to the Commissioners for approval. Commissioner Orange will invite McDonald to attend the Jr. Pheasant Hunt and report on it as well. Commissioner Valle also advised the Commissioners that the Agendas are on the website; Commissioner Williams advised that the meetings are also listed in the newspaper, however, they had the wrong location. Commissioner Orange will correct the meeting location when he contacts McDonald about the Jr. Pheasant Hunt. Commissioner Valle will go over the list of accomplishments with McDonald when he comes to Portola to help with the article.
- c) **Continuing Discussion Wildlife Nuisance Abatement:** Mike Smith addressed the Commission with regard to Wildlife Nuisance Abatement. The cost for his service has continued to rise, although the County hasn't received any additional compensation from the State. Smith advised that the County is requesting funds to help pay for the truck and fuel to continue his operation. He deals with all animals, including skunks, etc. Commissioner Valle asked whether a presentation had actually been made to the Board of Supervisors requesting help and was advised that Smith was told that Tim was dealing with it. The Abatement fund is currently \$9,000 short. Commissioner Orange asked whether the shortfall was for this and upcoming years; Smith replied that it was just this year. Commissioner Orange asked whether a report would be available by next month's meeting with regard to the amount of calls and types of animals that are dealt with; Smith replied in the affirmative. Commissioner Orange stated he'd like to see this information at next month's meeting as he is concerned that this not become an ongoing yearly item as it is a very substantial amount of money. Smith advised that he will be at a mandatory meeting during next month's Commission meeting; however, he will e-mail the information. Commissioner Valle requested that he put together a specific request of the items that the funds will cover. Commissioner Garrido questioned whether the Feds usually help fund this and was advised that they do. Smith will provide the Commission with a report covering the number of animals dealt with, etc., over the past two years. Commissioner Rudgers stated that if a specific request was going to be made to the Board of Supervisors, that it happen prior to any funds being requested from the Commission.

d) **Report on Chester HS Chiller and Possible Action:** Commissioner Garrido advised that the chiller is installed, however, they are waiting on the electrical hookup. Commissioner Valle questioned whether the school would cover any of the expense. Tognatti stated that they would not cover anything to do with the aquaculture program. He went on to explain to the Commission the reason for the upgrade to the three-phase chiller. Commissioner Valle questioned whether the \$2,150 was the official request for new funds and was advised that it was. Tognatti advised that he wanted the Commission to be aware that their contribution is not just for a small hatchery, it is actually a program that has been over ten years in the making and is a substantial part of Chester High School. He gave a presentation to the Commission of the origin of the program and what the hatchery consists of. Tognatti advised that the new principal is on board and wants to keep this program running. **Commissioner Garrido moved to support the Phase 3 electrical installation on the chiller in the amount of \$2,150**, and went on to state that the Commission has supported this organization for the past ten to twelve years, they've always done right, and the kids are getting an education. He feels that this is what the Commission is all about. **Commissioner Orange seconded the motion.** Commissioner Seiler questioned who would be doing the programming of the chiller and was told that they would handle it. **Commissioner Williams amended the motion to increase the amount to \$2,500; Commissioner Garrido seconded. Motion passed by voice vote.**

e) **Jr. Pheasant Hunt: Final Preparations:** Commissioner Valle showed the hats that were prepared by Featherhorse Designs for the event, based on Dan Seiler's hat-style choice. Commissioner Valle went on to advise that the hats were a bit more expensive due to the hat style and the stitching. Commissioner Seiler advised that the hats were approximately \$1.50 per hat more expensive due to the style of the hat purchased. Commissioner Valle advised that he'd had a call from Terri Weist just prior to the meeting and she stated that only nine kids are signed up at present. She's hoping that it will happen like last year and that kids will be calling at the last minute wanting to come. Commissioner Rudgers stated that it had been this way when he was doing this event in the past. Commissioner Valle suggested pushing the event. Commissioner Garrido will check with Terri prior to purchasing groceries for the event.

f) **Funding Subscriptions of Magazines for local High Schools:** Commissioner Valle questioned which subscriptions the Commission would like to purchase for the High Schools. Commissioner Rudgers stated that they may already be getting some outdoor magazines, so checking with them first would be prudent. Commissioner Valle suggested tabling this matter until next month so that everyone would be present for the discussion.

## New Business

- a) **Chester High School Lab Presentation:** This matter was handled under Old Business.
- b) **Commissioner Replacement (Districts 4 & 5):** Commissioner Valle stated that there are supposed to be two Commissioners from every district, however, District 4 and 5 currently have only one representative each. Jon Kennedy is the Supervisor for D5 and Steve Dutton is possibly interested in replacing Andy Oxsen. Commissioner Valle stated that both he and the secretary have been trying, unsuccessfully, to reach Oxsen. Commissioner Valley commented that Supervisor Simpson is in charge of D4. Kristy Hoffman expressed an interest and may speak with Simpson.
- c) **Discussion of Correspondence from Tanner:** Commissioner Valle addressed the letter that the Commissioners had received from Steve Tanner and Todd Testerman from Glenn County Fish & Game Commission. They are recruiting other F&G Commission members in Northern California to form a big group of Commissioners to address the loss of hunting with bears and bobcats and other issues regarding hunting and trapping. They appear to be asking for Commissioners that are interested in corresponding with them. Commissioner Williams stated that he feels they are not looking for individuals to support them, but rather Fish & Game Commissioners to correspond with them on behalf of the Commission. Commissioner Orange stated that if they want to work together as a group, he would volunteer to be a liaison. Commissioner Orange will follow up and report back to the Commission as necessary.
- d) **Trout in the Classroom Request for Funding and Possible Action:** Kristy Hoffman requested funding from the Commission for a training for teachers to cover attrition. The request is specifically for chillers and other equipment and materials to facilitate the training. She also asked whether the Commission would be able to help with the rental of the facility used for training. Commissioner Williams asked whether they could use a school or County facility that would not charge. Hoffman replied that they had done that in the past. Commissioner Valle asked whether her request for \$3,000 was broken down into individual amounts and she distributed a handout indicating how the funds would be used. Hoffman is requesting funding for seven chillers for the new teachers. Commissioner Valle stated that this is not an urgent item, in that the training usually starts in the Spring. Hoffman advised that the training has been scheduled November 15 in an attempt to avoid weather issues. Commissioner Williams advised that he had issue with Trout in the Classroom paying to use Grizzly Ranch, especially if there are facilities that can be used at no cost. Commissioner Seiler asked whether her request was for help with the training or just the

chillers. Hoffman was not sure whether the Commission could help with training fees; however, if they are not willing to do that, the funds could go directly to the purchase of chillers and other supplies. Commissioner Rutgers moved that the Commission fund Trout Unlimited up to \$3,000 for chillers, pumps and aquariums for their Trout in the Classroom project; Commissioner Seiler seconded the motion. Commissioner Williams questioned the amount to be certain that the funds would not go toward training; Hoffman advised that the cost for the chillers is approximately \$600 each per teacher for all the equipment. Commissioner Valle called for a vote on the motion; motion passed by voice vote with Commissioner Williams voting against.

### Reports

**Warden Reports:** Warden Awbry reported that had just finished and filed a search warrant case from a month ago regarding a local hunter with no license who has been taking approximately three deer per year. He also reported that he'd validated six deer this past weekend. He is looking into the hunter that shot a spike and then threw it off to the side of the road. He issued a ticket for a retired correctional officer out of Susanville that shot a bear with cubs; unfortunately, he was not able to retrieve the two cubs, even after looking for several days. This was the same guy who'd been cited the previous year for hunting over bait. He just finished a pollution case from down by Rich Bar that is currently being reviewed by his supervisors and may result in a large fine. Warden Awbrey stated that he had seen a five-point elk a few days prior near Loyalton and he had advised Terri Weist.

**Biologist Reports:** None were present

**Guest Comments/Reports:** None were heard

### Commissioner Reports

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**Commissioner Garrido** thanked the Commission for supporting Chester High School.

Respectfully submitted

*Dorothy J. Miller*

Dorothy J. Miller, Recording Secretary

**UNIVERSAL ELECTRIC**

P.O. Box 872  
Chester, CA 96020  
530-816-0685  
ian@universalelectric.biz

**Invoice**

Date	Invoice #
9/12/2013	1335

Bill To
Chester High School Chester, CA 96020

Terms
Due on receipt

Description	Qty	Rate	Total
Fish Lab - Chiller electrical power install  A three phase 80 amp breaker will be installed in the three phase panel in the break room that powers a disconnect next to the chiller. The Chiller will be powered up from the disconnect. #4 copper wire will be used for this install and liquid tight conduit.		2,150.00	2,150.00
<p>Universal Electric is not responsible for programming the chiller once it is powered up.</p>			
<p>Materials - \$1550 3 phase 80 amp breaker 3 phase disconnect 3 - 80 amp fuses #4 copper wire and seal tight with fittings</p>			
<p>Labor - \$600 6 hours two electricians</p>			

CA LIC #840585	<b>Total</b>	\$2,150.00
	<b>Balance Due</b>	\$2,150.00



# Plumas County Office of Emergency Services

7E

270 County Hospital Road #127  
Quincy, California 95971

Phone: (530) 283-6332  
Fax: (530) 283-6241

**Date:** October 17, 2013

**To:** Honorable Board of Supervisors

**From:** Jerry Sipe

**RE:** Consent Agenda Item for November 5, 2013

**Recommendation:** Declare the unused 1971 International 2 ton truck as surplus and authorize sale at public auction.

**Background and Discussion:** About 10 years ago, the 1971 International truck previously serving as the county's hazardous materials response vehicle was upgraded and replaced. All useful equipment and supplies were removed and transferred to the new vehicle. Since that time, the truck has been stored at various locations but it now resides at the county's road department in Quincy. The vehicle would need considerable work and money to return it to service, and no agency has expressed an interest or need for it.

At this time, it is recommended that the Board of Supervisors declare this vehicle as surplus and authorize sale at a public auction. If authorized, this vehicle would be included in the equipment auction currently planned by Public Works sometime this fall.

If you have any questions or need any additional information, please do not hesitate to call me at 283-6367.

Thank you.



# Plumas-Sierra County Fair

204 FAIRGROUNDS ROAD QUINCY, CA 95971-9462

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

7F

## MEMORANDUM

DATE: October 23, 2013

TO: The Honorable Board of Supervisors

FROM: John Steffanic, Fair & Event Center Manager

SUBJECT: Board Agenda Requests

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**It is recommended that the Board:**

1. To approve repair agreement and authorize for payment to Turf Star, Inc. for work that has already been completed to repair lawnmower.

**Discussion**

Our lawnmower broke down just prior to High Sierra Music Festival and it needed to be repaired immediately.

There is enough money, currently, in the maintenance budget to cover this expense.

Thank you for your consideration,

John Steffanic  
Fair & Event Center Manager



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

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Mimi Khin Hall, MPH, CHES, Director

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

**Date:** October 24, 2013

**To:** Honorable Board of Supervisors

**From:** Mimi Hall

**Agenda:** Item for November 5, 2013

**Description/Recommendation:** Approve application by Plumas County Public Health Agency to Covered California for Certified Enrollment Entity status and authorize the Public Health Director to sign an application and agreement as the County's designee.

**Background Information:** Covered California, California's health insurance exchange, is inviting entities that serve uninsured and underinsured Californians to submit applications to become Certified Enrollment Entities, working directly with consumers to provide enrollment assistance in the state health insurance exchange. CEE status will allow staff members to receive training and resources to help enroll residents in health plans and serve as a community liaison between Plumas County organizations and small businesses and Covered California.

This opportunity fits perfectly with our mission and will further our goal to improve the quality of life for all our residents. Approximately one in five Plumas County residents does not have health insurance. Although Covered California has funding for some community-based organizations seeking to become authorized enrollment entities, it does not offer funding for city or county governments. Even though lack of additional funds is a factor in considering whether this was right for PCPHA, the issue is important enough to provide this assistance whether we're getting reimbursed or not. Health department staff members already screen residents for eligibility for several government sponsored programs, including Medi-Cal, California's Medicaid program, and make referrals to Plumas County Department of Social Services (DSS). While DSS has staff members assigned to assist residents in enrolling in Covered California, adding Public Health as another enrollment entity will enhance the ability of county Health and Human Service departments to "tag team" their efforts to better serve our residents.

The expansion of the population eligible Medi-Cal, along with the availability of the Covered California health insurance exchange, will mean so many more people will qualify

for different health insurance options. It makes good sense to become a CEE and secure added training and resources for staff members of Public Health who are already working with eligible populations so residents can go directly into Covered California. PCPHA is already getting inquiries from people shopping for health care coverage. As of now, we can refer people to the Covered California website or provide an application. But once training is completed and PCPHA is approved by Covered California, PCPHA can actually sign individuals up for coverage, a service perfectly aligned with our public health mission.

This statewide network of Certified Enrollment Entities, comprised of trusted and known organizations, will build a “culture of coverage”. As a way of protecting consumers, Certified Enrollment Entities’ employees and volunteers will be fingerprinted and undergo a background check to become a Certified Enrollment Counselor. Enrollment counselors will be trained and certified, to ensure they are equipped with knowledge and expertise to successfully help consumers enroll in a health coverage plan.

To reach as many consumers as possible, Covered California will be working with numerous entities to educate Californians about Covered California Health Plans and assist individuals apply for plans. The level of expertise by these entities, in reaching out and assisting individuals throughout the State, will help Covered California connect with millions of uninsured Californians in need of health insurance coverage.

Certified Enrollment Entities will engage other organizations to help consumers learn, navigate, and apply for health insurance plans Covered by Covered California, motivate consumers to take steps to enroll in Covered California health plans, provide one-on-one, in-person assistance to help California’s diverse populations learn about their health insurance options in culturally and linguistically appropriate manner and help Covered California connect with millions of uninsured Californians.

At this time, it is requested that the Board approve an application by Plumas County Public Health Agency to Covered California for Certified Enrollment Entity status and authorize the Public Health Director to sign an application and agreement as the County’s designee.