



## **BOARD OF SUPERVISORS**

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

### **AGENDA FOR MEETING OF SEPTEMBER 06, 2011 TO BE HELD AT 10:00 A.M. IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

**www.countyofplumas.com**

### **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.

## AGENDA

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

10:05 – 11:00 A.M. **CLOSED SESSION**

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

- A. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Department Employees Association, Operating Engineers Local #3, and Confidential Employees
- B. Conference with Legal Counsel – Existing Litigation (Subdivision (a) of Section 54956.9 of the Government Code): High Sierra Rural Alliance v. County of Plumas and The Schomac Group, Inc., Superior Court of California, County of Plumas, Case No. CV09-00174"; Schomac bankruptcy: "*In re The Schomac Group, Inc., Debtor*, United States Bankruptcy Court, District of Arizona, Case No. 4:11-bk-22717"
- C. Conference with Legal Counsel: Public employee discipline/dismissal/release with regard to the Alcohol & Drug Department (Govt. Code §54957(b))
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9

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

#### **INVOCATION/FLAG SALUTE**

#### **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.

#### **ACTION AGENDA**

##### **1. 11:15 BOARD OF SUPERVISORS**

- A. Issue Public Records Act request to the California Department of Water Resources regarding watermaster service records, and authorize the Chair to sign
- B. Discussion and direction to staff regarding formation of joint powers authority with Sierra County for watermaster services
- C. Approve and authorize the Chair to sign letter to Congressional representatives regarding reauthorization of the Secure Rural Schools and Community Self-Determination Act
- D. Approve and authorize the Chair to sign letters to US Senators, US Representative, and Centers for Medicare & Medicaid Services, urging the Centers for Medicare & Medicaid Services (CMS) to disapprove California State Plan Amendment No. 11-010 to reduce reimbursement rates
- E. Approve and authorize the Chair to sign new contract with John Steffanic, Fair Manager
- F. Correspondence
- G. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- H. Appointments

#### **LAST CHANCE CREEK WATER DISTRICT**

Confirm appointment of Rick Roberti and David Guidici to the Last Chance Creek Water District for a four-year term through 2015

## **2. 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 August 2011

### **B. SHERIFF**

- 1) Approve and authorize the Chair to sign the FY 2010-2011 Federal Equitable Sharing Agreement and Certification for the Sheriff's participation in the asset forfeitures program
- 2) Adopt a **RESOLUTION** authorizing the Sheriff to submit the Anti-Drug Abuse Enforcement grant application to CalEMA and sign the grant award agreement, and authorize the Chair to sign the Certification of Assurance of Compliance required in the grant application

### **C. SOCIAL SERVICES**

- 1) Approve and authorize the Director of Social Services to sign an agreement with Les Schwab-Horton Tire Center; and Quincy Tow for vehicle maintenance and repair for FY 2011-2012, and authorize the Director of Social Services to execute an extension of these agreements for an additional period of time not to exceed twelve calendar months at the conclusion of the current term and subject to the availability of state and federal funds
- 2) Approve and authorize the Director of Social Services to sign a continuing contract with Plumas Rural Services for CalWORKs child care services for FY 2011-2012; and authorize the Director of Social Services to execute an extension of these agreements for an additional period of time not to exceed twelve calendar months at the conclusion of the current term and subject to the availability of state and federal funds
- 3) Authorize the Auditor/Controller to pay two invoices which exceeded contract limits (Horton Tire Center - \$987.02; Quincy Tow Services - \$538.32)

### **D. CLERK/RECORDER**

Approve and authorize the Chair to sign; and authorize the Clerk/Recorder to sign agreement with High Desert Microimaging, Inc. for specialized technology services for microfilm restoration and conversion project; and authorize the Auditor/Controller to pay claims accordingly

### **E. PUBLIC WORKS**

- 1) Approve and authorize the County Administrative Officer to sign Contract Amendment No. 3 between Vestra Resources, Inc. and County of Plumas for regulatory compliance services
- 2) Approve and authorize the County Administrative Officer to sign Contract between Vestra Resources, Inc. and County of Plumas for Professional and Monitoring Support Services for Solid Waste Program
- 3) Approve and authorize the Chair to sign Radio Hill Special Use Permits Amendment No. 1 to IHR Educational Broadcasting and Sierra Radio, Inc.; and Sierra Broadcasting Corporation
- 4) Receive and file status report by the Department of Public Works on the Northern California Carpet Stewardship Pilot Program

### **F. PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Chair to sign Service Agreement with Karuk Tribe of \$10,000 or more for FY 2011-2012
- 2) Approve Grant Award No. DCP-1112-32 with the Office of Criminal Justice and Collaboration for Drug Court Partnership Grant, and authorize the Director of Public Health to sign the Comprehensive Drug Court Implementation Notice of Grant Award

## **NOON RECESS**

3. 1:30 P.M. **COUNTY ADMINISTRATIVE OFFICE** – Jack Ingstad
  - A. Budget briefing and report and recommendation of Budget Committee
  - B. Continuation of FY 2011-2012 recommended budget. Discussion, possible action and/or direction to staff
  - C. Board action to continue adoption of the final budget for FY 2011-2012 to September 20, 2011, previously scheduled for September 06, 2011.

**Departmental Matters**

**D. ANIMAL SERVICES**

Appoint Sheriff Greg Hagwood as Director of Animal Services and approve transfer of department responsibilities accordingly

**E. SOCIAL SERVICES – Elliott Smart**

Presentation of Social Services Trends Report for quarter ending June 30, 2011

**F. PROBATION – Sharon Reinert**

Approve acceptance of SB678 grant money allocated from the State of \$423,933; and adopt a **RESOLUTION** to amend the Position Allocation for Budget Year 2011-2012 (increasing the position allocation by 3.5 FTE positions) **Roll call vote**

**ADJOURNMENT**

Adjourn meeting to Tuesday, September 13, 2011, Board of Supervisors Room 308, Courthouse, Quincy, California.

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

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**M E M O R A N D U M**

**To:** **Board of Supervisors**  
**From:** **Brian Morris**  
**Date:** **August 29, 2011**  
**Re:** **Public Records Act Request on DWR Watermaster Services**

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We are continuing to work with Sierra County representatives and water users to implement an alternative to the watermaster services currently provided by the California Department of Water Resources.

We have obtained the financial information from DWR that is the basis for their 2011-12 budget, which includes fee increases of 543% for the Indian Creek service area and 261% for the Sierra Valley service area, due to the elimination of all state General Fund support.

To obtain additional information, staff is proposing a joint Public Records Act request from the Plumas County and Sierra County boards of supervisors. The request seeks historic cost information and employee time records for the past three years. This information may help estimate the costs for water users if a local agency were to assume responsibility for watermaster service. The information may also help us analyze whether DWR's proposed budget satisfies constitutional requirement for the imposition of fees.

Attached is the current draft of our Public Records Act request, although we are still working with Sierra County staff on the final version of a letter or letters.

**Recommendation: That the Board issue a Public Records Act request to the Department of Water Resources to obtain cost information on watermaster services, and authorize the Chair to sign.**

Department of Water Resources  
Records Management Office  
1416 Ninth Street, Room 354  
Sacramento, CA 95814

Re: Request for Fee Information re Watermaster Services

As you may know, with the increase in the fees to be billed to property owners who are subject to the Plumas County Superior Court water rights decrees for the Middle Fork Feather River in Sierra Valley and the Indian Creek stream system, encompassing portions of Plumas and Sierra Counties, consideration is being given to a proposal to have a local entity assume the watermaster functions. In order to help evaluate the efficacy of any such action, the involved parties need to gain an understanding of the watermaster fee structure as presently being imposed by the State. Accordingly, on behalf of Sierra and Plumas Counties, request is hereby made pursuant to the California Public Records Act, California Government Code Section 6250 et. seq., for the following documents:

All documents, of whatever nature and including without limitation, all background information, data and analysis, relating to the watermaster services and the cost allocation and fees charged for and/or with regard to said program and services provided by the Department of Water Resources, with regard to the Sierra Valley Watermaster Service Area and the Indian Creek Watermaster Service Area for the past three years (either by calendar year or fiscal year). Without limiting the foregoing the request shall also expressly encompass all records of the time expended by Department of Water Resources employees or contractors to provide services in, administer, or perform any other activities related to the Sierra Valley Watermaster Service Area and Indian Creek Watermaster Service Area for the past three years.

Pursuant to Cal. Gov. Code § 6253.9, subdivision (a)(2) we request that any of the subject information that is available in an electronic format be provided in the same electronic format in which you hold the information, or in the format that has been used by your agency to create copies for your own use or for provision to other agencies. If the original format is subject to manipulation, you may at your option provide the documents in a static format - such as a "PDF" file - so long as any responsive text, formulas or other information contained in the original are also made available in the alternative.

Pursuant to section 6253 of the Act, if any fees are required to be paid to obtain the requested records, please contact Brian Morris at (530) 283-6243 or brianmorris@countyofplumas.com prior to incurring those costs; provided however, if you estimate that the total direct costs of the requested records and shipping, if necessary, will not exceed twenty dollars (\$20.00), please accept this as authorization to copy and forward the documents to our attention at the address on this letterhead.

Lee Adams  
Chair  
Sierra County Board of Supervisors

Lori Simpson  
Chair  
Plumas County Board of Supervisors

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

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**M E M O R A N D U M**

**To:** **Board of Supervisors**  
**From:** **Brian Morris**  
**Date:** **August 29, 2011**  
**Re:** **Reauthorization of Secure Rural Schools Act**

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As the Board is aware, the Secure Rural Schools and Community Self-Determination Act (SRS) is scheduled to sunset this year. Under current law, the final payment to Plumas County for Title I (roads and schools) and Title III (county funds) will be December 31, 2011. The final funding for Title II (Forest Service Resource Advisory Committees) will be available in March 2012.

Negotiations have been underway to reauthorize and extend SRS. Issues of concern include the following:

- Form of reauthorization/extension – long-term (5 to 10 year) reauthorization or stopgap one-year extension (as done in the 2007 Iraq War appropriations bill)
- Inclusion of forest management/policy reforms
- Changes to the allocation formula between the different states
- Elimination of the option for counties to use up to 7% of the funds for Title III purposes and automatic allocation of 15% to Title II

Congress will return from recess after Labor Day, and counties are being encouraged to contact their representatives. The Coordinating Council will be discussing SRS on September 2 and will provide a recommendation to the Board.

**Recommendation: Pending from the Coordinating Council.**



# Office of the Sheriff

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

JB/

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** **August 9, 2011**

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

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

**RE:** **Agenda Item for the meeting of September 6, 2011**

9/11/11

**It is recommended that the Board:**

Approve and sign Federal Equitable Sharing Agreement and Certification for Sheriff's participation in the federal equitable sharing program for asset forfeitures for FY 10/11.

**Background and Discussion:**

The Sheriff's Office currently participates in the federal equitable sharing program for asset forfeitures. A Federal Sharing Agreement and Certification must be submitted to the U.S. Department of Justice and the U.S. Department of the Treasury as a prerequisite to the approval of any equitable sharing request. Noncompliance may result in the denial of the agency's sharing request.

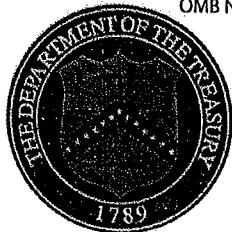
The Federal Annual Certification Report must be submitted each year, regardless of whether our agency received shared funds.

Submission of the Federal Equitable Sharing Agreement and Certification are prerequisites to the distribution of equitably shared cash, proceeds, and property. Submitting these documents in a timely manner will ensure that the Sheriff's Office does not lapse in compliance status and jeopardize any pending asset forfeitures that we are entitled to receive.



# **Equitable Sharing Agreement and Certification**

OMB Number 1123-0011  
Expires 7-31-2011



Police Department  Sheriff's Office  Task Force (Complete Table A, page 2)  
 Prosecutor's Office  Other (specify) \_\_\_\_\_

**Agency Name:** Plumas County Sheriff's Office

**NCIC/ORI/Tracking Number:**

**Street Address:** 1400 E. Main Street

**City:** Quincy      **State:** CA      **Zip:** 95971-9402

**Contact:** Title: Investigations Sgt First: Steve Last: Peay

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**Contact:** Phone: 530-283-6379      **E-mail:** speay@pcso.net

Same as Preparer: First: Roni Last: Tammie

Same as  **Primary First ROM**      Last: **Towery**  
 Contact **Programs Phone: 520-282-6206**      **Ext: 100**

Preparer: Phone: 530-283-6396 E-mail: roni@pcso.net

**Last Fiscal Year End:** 06/30/2011 **Agency Current Fiscal Year Budget:** \$7,454,847.00

New Participant: Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5).

Existing Participant: Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

Revise the Annual Certification Report, read the Equitable Choice Annual Report, and...

and sign the Affidavit (page 5).

# Annual Certification Report

## Summary of Equitable Sharing Activity

### Justice Funds<sup>1</sup>

## Treasury Funds<sup>2</sup>

		Equitable Funds	Treasury Funds
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$73,845.09	
2	Federal Sharing Funds Received	\$79,086.70	
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income		
5	Interest Income Accrued	Non-Interest Bearing <input type="radio"/> Interest Bearing <input checked="" type="radio"/>	\$755.76
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$153,687.55	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$8,377.27	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$145,310.28	\$0.00

<sup>1</sup> Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

<sup>2</sup> Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG

<b>Summary of Shared Monies Spent</b>		<b>Justice Funds</b>	<b>Treasury Funds</b>
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the <i>Justice Guide</i>		
b	Total spent on overtime		
c	Total spent on informants, "buy money," and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment	\$8,377.27	
h	Total spent on buildings and improvements		
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)		
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
n		Total	\$8,377.27
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H, page 3.		\$0.00

Please fill out the following tables, if applicable.

**Table A: Members of Task Force**

<b>Agency Name</b>	<b>NCIC/ORI/Tracking Number</b>

**Table B: Equitable Sharing Funds Received from other Agencies**

Total the amount transferred to each agency on separate lines

<b>Transferring Agency Name, City, and State</b>	<b>Justice Funds</b>	<b>Treasury Funds</b>
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

**Table C: Equitable Sharing Funds Transferred to Other Agencies**

Total the amount transferred to each agency on separate lines

<b>Receiving Agency Name, City, and State</b>	<b>Justice Funds</b>	<b>Treasury Funds</b>
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

**Table D: Other Law Enforcement Expenses**

Description of Expense	Justice Funds	Treasury Funds

**Table E: Expenditures in Support of Community-based Programs**Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds

**Table F: Windfall Transfers to Other Government Agencies**Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

**Table G: Matching Grants**Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds

**Table H: Other Non-Cash Assets Received**

Source	Description of Asset			
Justice <input type="radio"/>				
Treasury <input type="radio"/>				

**Table I: Civil Rights Cases**

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

# Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

**1. Submission.** This Document must be submitted to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov) within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

**2. Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

**3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

**4. Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

**6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

## Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice Implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

Yes  No

If you answered yes to the above question, complete Table I

### Agency Head

See § 2 on page

Signature:



Name: Greg Hagwood

Title: Sheriff-Coroner

Date: 08/09/2011

### Governing Body Head

See § 2 on page

Signature:

Name: Lori Simpson

Title: Chair, Board of Supervisors

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

### Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

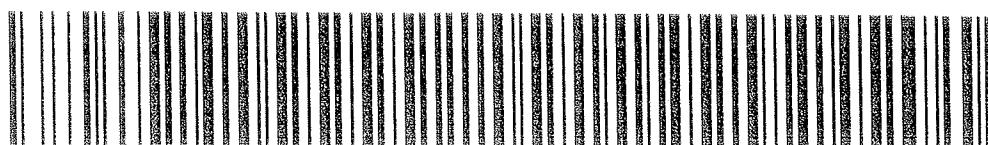
[speay@pcso.net](mailto:speay@pcso.net)

### Final Instructions:

Step 1: Click to save for your records  
Step 2: Click to save in XML format

Step 3: E-mail the XML file to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov)  
Step 4: Fax THIS **SIGNED PAGE ONLY** to (202) 616-1344

FOR AGENCY USE ONLY  
Entered by \_\_\_\_\_



Entered on \_\_\_\_\_

FY End: 06/30/2011 Date Printed: August 09, 2011 08:39

NCIC: CA0320000 Agency: Plumas County Sheriff's Office

Phone: 530-283-6379

State: CA Contact: Steve Peay

E-mail: [speay@pcso.net](mailto:speay@pcso.net)



# Office of the Sheriff

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

*JBJ*

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** August 25, 2011

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of September 13, 2011

**It is recommended that the Board:**

Adopt a resolution for the Plumas County Anti-Drug Enforcement Operation authorizing the Sheriff to submit the grant application to CalEMA and to sign the Grant Award Agreement. Approve and sign the grant award certification.

**Background and Discussion:**

The California Emergency Management Agency (CalEMA) administers the Anti Drug Abuse Enforcement Program and oversees the project. The Plumas County Anti -Drug Enforcement Operation is a task force consisting of the Sheriff's Office, the D.A., and the Probation Dept.

The FY 11/12 grant award is \$109,511 and the project steering committee, which consists of the Sheriff, D.A., and Chief Probation Officer, has agreed on the following division of the allocated funding:

Sheriff	\$62,421
Probation	\$36,490
D.A.	\$10,600

CalEMA requires the Board to adopt a resolution authorizing the Sheriff (ADA Project Director) to sign and approve the Grant Award Agreement including any extensions or amendments on behalf of the Plumas County Board of Supervisors, that grant funding will not be used for supplanting expenditures controlled by the Board and that the award is not subject to local budget or hiring freezes.

A Certification of Assurance of Compliance is required to be signed by the Sheriff and the Board as part of the grant application package.

A copy of the complete application is on file with the Clerk of the Board.

# **PLUMAS COUNTY BOARD OF SUPERVISORS**

## **RESOLUTION #** \_\_\_\_\_

**WHEREAS** the County of Plumas, Office of the Sheriff, desires to undertake a certain project designated Plumas County Anti-Drug Enforcement Operation to be funded in part from funds made available through the Anti-Drug Abuse Enforcement Program administered by the California Emergency Management Agency (hereafter referred to as CalEMA).

**NOW, THEREFORE, BE IT RESOLVED** that the Sheriff of the County of Plumas is authorized, on its behalf to submit an application to CalEMA for FY 11/12 Anti-Drug Abuse Enforcement Program funding and is authorized to sign and approve on behalf of the Plumas County Board of Supervisors the Grant Award Agreement including any extensions or amendments thereof.

**IT IS AGREED** that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and CalEMA disclaim responsibility for any such liability.

**BE IT FURTHER RESOLVED** that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**IT IS ALSO AGREED** that this award is not subject to local budget or hiring freezes.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on \_\_\_\_\_ by the following:

Vote:

Ayes:

Noes:

Absent:

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

Typed Name and Title: Lori Simpson, Chair

**ATTEST:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: Nancy L. DaForno, Clerk of the Board

**CERTIFICATION OF ASSURANCE OF COMPLIANCE  
ANTI-DRUG ABUSE  
METHAMPHETAMINE LABORATORY OPERATIONS**

The applicant must complete a Certification of Assurance of Compliance-ADA (Cal EMA 2-104a), which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program (EEOP), Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, and compliance with the provisions of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratories. The applicant is required to submit the necessary assurances and documentation before finalization of the Grant Award Agreement. In signing the Grant Award Face Sheet, the applicant formally notifies Cal EMA that the applicant will comply with all pertinent requirements.

Resolutions are no longer required as submission documents. Cal EMA has incorporated the resolution into the Certification of Assurance of Compliance, Section VI, entitled, "Proof of Authority from City Council/Governing Board." The Applicant is required to obtain written authorization (original signature) from the City Council/Governing board that the official executing the agreement is, in fact, authorized to do so, and will maintain said written authorization on file and readily available upon demand. This requirement does not apply to state agencies.

**ORIGINAL**

**CERTIFICATION OF ASSURANCE OF COMPLIANCE  
ANTI-DRUG ABUSE  
METHAMPHETAMINE LABORATORY OPERATIONS**

I, Gregory Hagwood, Sheriff-Coroner

hereby certify that

(official authorized to sign grant award; same person as Section 14 on Grant Award Face Sheet)

RECIPIENT: County of Plumas

IMPLEMENTING AGENCY: Plumas County Sheriff's Office

PROJECT TITLE: Plumas County Anti-Drug Abuse Enforcement Operation

is responsible for reviewing the *Grant Recipient Handbook* and adhering to all of the Grant Award Agreement requirements (state and/or federal) as directed by Cal EMA including, but not limited to, the following areas:

**I. Federal Grant Funds**

Recipients expending \$500,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Circular A-133 and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Recipient Handbook for more detail.

The above named recipient receives \$500,000 or more in federal grant funds annually.

The above named recipient does not receive \$500,000 or more in federal grant funds annually.

**II. Equal Employment Opportunity – (*Recipient Handbook Section 2151*)**

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, denial of family medical care leave, denial of pregnancy disability leave, or age (over 40). **Cal EMA-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Gayla Trumbo

Title: Human Resources Director

Address: 520 Main Street Room 115 Quincy, CA 95971

Phone: 530-283-6445

Email: gaylatrumbo@countyofplumas.com

**III. Drug-Free Workplace Act of 1990 – (*Recipient Handbook, Section 2152*)**

The State of California requires that every person or organization awarded a grant or contract shall certify it will provide a drug-free workplace.

**IV. California Environmental Quality Act (CEQA) – (*Recipient Handbook, Section 2153*)**

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal EMA funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliant with CEQA requirements.

**V. Lobbying – (*Recipient Handbook Section 2154*)**

Cal EMA grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

**VI. Debarment and Suspension – (*Recipient Handbook Section 2155*)**

*(This applies to federally funded grants only.)*

Cal EMA-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

**VII. Proof of Authority from City Council/Governing Board**

The above-named organization (applicant) accepts responsibility for and will comply with the requirement to obtain written authorization from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal EMA, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and Cal EMA disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal EMA shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

**SPECIAL CONDITIONS OF ANTI-DRUG ABUSE PROJECTS  
METHAMPHETAMINE LABORATORY OPERATIONS**

*This special condition facilitates compliance with the provisions of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratories, including the seizure and/or removal of clandestine methamphetamine laboratories [hereinafter, "meth lab operations"].*

*The United States Environmental Protection Agency (USEPA) has determined that, "law enforcement responsibilities terminate when the law enforcement official notifies the property owner of record, the state, and the local environmental or public health agencies in writing of a possible site contamination at a clandestine lab."*

**Law enforcement personnel may seize as evidence and remove any bottles, cans, jugs and other containers, as well as contaminated apparatus and chemical samples from a clandestine drug site, however, law enforcement agencies are not responsible for the cleanup/remediation of any rooms, buildings or surrounding environments, including septic systems, rivers, streams or contaminated soils.**

(Check one of the following four boxes)

Will not accept the JAG funds for the period of \_\_\_\_\_.

OR

Will accept the JAG funds for the period of \_\_\_\_\_, but will not use them in the **seizure or removal** of clandestine methamphetamine laboratories.

OR

Will accept the JAG funds for the period of July 1, 2010 - June 30, 2012, and comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the **seizure** of clandestine methamphetamine laboratories. Said compliance will include the following mitigation measures

1. Recipient will provide medical screening of personnel assigned or to be assigned by the recipient to the seizure of clandestine methamphetamine laboratories;
2. Recipient will provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to the seizure of clandestine methamphetamine laboratories;
3. Recipient will equip personnel, as determined by their specific duties, with OSHA required protective wear and other required safety equipment;
4. Recipient will notify the Department of Toxic Substances Control (DTSC), and send written notification to the property owner of record, and the local Environmental Management and/or Public Health Department whenever a clandestine methamphetamine laboratory is seized; and
5. Recipient will enter into a written agreement with the local Social Services Department to notify the local Social Services Department whenever a minor is found at a clandestine methamphetamine laboratory site, and, if determined to be necessary, require that qualified personnel be dispatched to the site and, if determined to be necessary:
  - (i) Respond to the minor's health needs that relate to methamphetamine toxicity;
  - (ii) Take the minor into protective custody unless the minor is criminally involved in the clandestine methamphetamine laboratory activities or is subject to arrest/detention for other criminal violations;
  - (iii) Arrange for medical testing for methamphetamine toxicity; and
  - (iv) Arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

OR

Will accept the JAG funds for the period of \_\_\_\_\_, and comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the **seizure and/or removal** of clandestine methamphetamine laboratories. Said compliance will include the following mitigation measures:

1. Recipient will provide medical screening of personnel assigned or to be assigned by the recipient to the seizure and/or removal of clandestine methamphetamine laboratories;
2. Recipient will provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to the seizure and/or removal of clandestine methamphetamine laboratories;
3. Recipient will equip personnel, as determined by their specific duties, with OSHA required protective wear and other required safety equipment;
4. Recipient will send written notification to the property owner of record, and the local Environmental Management and/or Public Health Department whenever a clandestine methamphetamine laboratory is seized;
5. Recipient will enter into a written agreement with the local Social Services Department to notify the local Social Services Department whenever a minor is found at a clandestine methamphetamine laboratory site, and, if determined to be necessary, require that qualified personnel be dispatched to the site and, if determined to be necessary:
  - (v) Respond to the minor's health needs that relate to methamphetamine toxicity;
  - (vi) Take the minor into protective custody unless the minor is criminally involved in the clandestine methamphetamine laboratory activities or is subject to arrest/detention for other criminal violations;
  - (vii) Arrange for medical testing for methamphetamine toxicity; and
  - (viii) Arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.
6. Recipient will assign properly trained personnel to prepare a Hazard Assessment and Recognition Plan (HARP) for the clandestine methamphetamine laboratory site;
7. Recipient or DTSC will utilize qualified disposal personnel to remove the chemicals, associated glassware, equipment, and contaminated materials and wastes from the clandestine methamphetamine laboratory site;
8. Recipient or DTSC will dispose of the chemicals, associated glassware, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; and
9. Recipient or DTSC will monitor the records involving the transport, disposal and recycling components of subparagraphs numbered 7 and 8 immediately above in order to ensure proper compliance.

All appropriate documentation must be maintained on file by the project and available for Cal EMA or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Recipient may be ineligible for award of any future grants if the Cal EMA determines that any of the following has occurred:

(1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

#### CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Award Agreement [Section 14 on Grant Award Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: 

Authorized Official's Typed Name: Gregory Hagwood

Authorized Official's Title: Sheriff-Coroner

Date Executed:

Federal Employer ID #: 94-6000528

Federal DUNS # 137165549

Current Central Contractor Registration Expiration Date: 03/01/2012

Executed in the City/County of: Plumas

#### AUTHORIZED BY: (not applicable to State agencies)

City Financial Officer  
 City Manager  
 Governing Board Chair

County Financial Officer  
 County Manager

Signature: \_\_\_\_\_

Typed Name: Lori Simpson

Title: Chair, Board of Supervisors

(Cal EMA Use Only)

Cal EMA # \_\_\_\_\_ FIPS# \_\_\_\_\_ CFDA# \_\_\_\_\_ Grant # \_\_\_\_\_

**CALIFORNIA EMERGENCY MANAGEMENT AGENCY**  
**GRANT AWARD FACE SHEET (Cal EMA 2-101)**

The California Emergency Management Agency, hereafter designated Cal EMA, hereby makes a Grant Award of funds to the following:

1. **Grant Recipient:** COUNTY OF PLUMAS

In the amount and for the purpose and duration set forth in this Grant Award.

2. **Implementing Agency:** PLUMAS COUNTY SHERIFF'S OFFICE 2a. **Congressional District:** 04

2b. **State Senate District#:** 1 2c. **State Assembly District#:** 3

2d. **Location of Project:** Plumas County 2e. **Congressional District(s):** 04

3. **Disaster/Program Title** Plumas County Anti-Drug Enforcement Opera 4. **Performance Period** 07/01/2011 to 06/30/2012

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2012	5. JAG	109,511					\$0	\$109,511
Select	6. Select						\$0	\$0
Select	7. Select						\$0	\$0
Select	8. Select						\$0	\$0
Select	9. Select						\$0	\$0
	10. TOTALS	\$109,511	\$0	\$109,511	\$0	\$0	\$0	10G. Total Project Cost: \$109,511

11. This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal EMA policy and program guidance. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

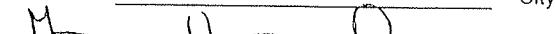
12. Federal DUNS Number 137165549 13. Federal Employer ID Number 94-6000528

14. Official Authorized to Sign for Applicant/Grant Recipient:

Name: Gregory Hagwood Title: Sheriff-Coroner

Telephone: (530) 283-6375 (area code) FAX: (530) 283-6344 (area code) Email: ghagwood@pcso.net

Payment Mailing Address: 1400 E. Main Street City: Quincy Zip + 4: 95971-9402

Signature 

Date: 8/17/11

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal EMA Fiscal Officer \_\_\_\_\_ Date \_\_\_\_\_ Cal EMA Secretary(or designee) \_\_\_\_\_ Date \_\_\_\_\_

## PROJECT SUMMARY

<b>1. GRANT AWARD NO.</b>		<b>3. GRANT PERIOD</b>	
<b>2. PROJECT TITLE</b>	Plumas County Anti Drug Enforcement Operation		
<b>4. APPLICANT</b>		<b>5. GRANT AMOUNT</b>	
Name:	COUNTY OF PLUMAS	Phone:	530-283-6315
Address:	520 W MAIN ST RM 309	Fax #:	530-283-6288
City:	QUINCY, CA, 95971	Zip:	95971
<b>6. IMPLEMENTING AGENCY</b>			
Name:	PLUMAS COUNTY SHERIFF'S OFFICE	Phone:	530-283-6375
Address:	1400 E MAIN ST	City:	QUINCY
Fax #:	530-283-6344	Zip:	95971
<b>7. PROGRAM DESCRIPTION</b>			
<p>The project will serve all communities within the boundaries of Plumas County and all residents of the county. The anticipated impact to the community would be the lack of availability and use of illegal drugs. This in turn should reduce the associated crimes against persons and property.</p>			
<b>8. PROBLEM STATEMENT</b>			
<p>The sales, use and manufacturing of methamphetamine continues to be a major problem within the county. During the 10/11 project year, 178 subjects were arrested with 97 of those arrests being methamphetamine related. Two clandestine drug labs were discovered, one involving meth. In addition to the methamphetamine problem, the county is faced with large area of U.S. Forest land that has been utilized for marijuana cultivation by DTO organizations. The Plumas County Fairgrounds continues to host the High Sierra Music Festival which brings in approx 10,000 people for 4 days. The festival brings a number of subjects who participate in the sales and use of illegal drugs including LSD, MDMA, psilocybin, marijuana and other club drugs. Prescription drug abuse is on the rise and continues to plague the community.</p>			
<b>9. OBJECTIVES</b>			
<p>Conduct investigations using multi-jurisdictional task forces integrating law enforcement, prosecution and probation departments. Identify and arrest individuals selling or using controlled substances. Successfully prosecute and track project generated cases. Seek the most appropriate sentence for drug convictions. Conduct random probation searches and drug testing. Reduce the availability of illegal drugs by disrupting their production. Reduce the ability of dealers to operate by seizing assets which are result of dealing illegal drugs.</p>			

**10. ACTIVITIES**

Use of Surveillance, undercover buy programs, confidential informants and other techniques to identify offenders. Work with allied agencies to restrict flow of illegal drugs. Build solid cases through collaboration of law enforcement , prosecution and probation efforts. Seek tougher sentences on the subjects prosecuted for sales and possession of illegal drugs. Conduct random testing and searches on probationers. Conducts over flights to locate marijuana gardens. Actively follow up on all pertinent information that could lead to the arrest and prosecution of known or unidentified drug users, dealers and manufacturers.

**11. EVALUATION (if applicable)**

Statistical information will be submitted to the Project Manager quarterly. The data will be analyzed and compiled for review by the Sheriff, District Attorney and Chief Probation Officer to ensure the project is on target with the listed goals and objectives.

**12. NUMBER OF CLIENTS**

(if applicable)

N/A

**13. PROJECT BUDGET**

(these are the same amounts as on Budget Pages)

	Personal Services	Operating Expenses	Equipment	TOTAL
	\$62,421	\$47,090		\$109,511
				\$0
				\$0
				\$0
				\$0
				\$0
Totals:	\$62,421	\$47,090	\$0	\$109,511

## BUDGET CATEGORY AND LINE ITEM DETAIL

Grant Recipient	Grant Number	
A. Personal Services – Salaries/Employee Benefits		COST
<b>PLUMAS COUNTY SHERIFF'S OFFICE FY 2010/2011</b>		
<b>PARTICIPATING STAFF:</b>		
Sheriff's ADA Narcotics Investigator - \$2,462.68 per pay period x 26.1 pay periods = \$64,275.95		
Salary @ 50% = \$32,137.98		
Benefits = \$21,506.23		
UI = \$84.00		
Retirement = \$11,434.72		
Group Insurance = \$7,856.76		
OASDI = \$478.75		
Workers Comp = \$676.00		
Liability = \$96.00		
Uniform Allowance (per MOU) = \$400.00		
Cell Phone Allowance = \$480.00		
Overtime for ADA Narcotics Investigator 190 hours @ \$45.44/hr		
Benefits on Overtime		
OASDI = \$125.51		
<b>PERSONAL SECTION TOTAL</b>		<b>\$62,421</b>

## BUDGET CATEGORY AND LINE ITEM DETAIL

Grant Recipient	Grant Number	COST
<b>B. Operating Expenses</b>		<b>COST</b>
<b>PLUMAS COUNTY PROBATION DEPARTMENT</b>		
<b>Participating Staff</b>		
<b>Overtime for ADA Prob. Officer</b>		
104 hrs x \$30.93 per hr. = \$3,216.72		\$3,217
Benefits @ 8.081% of salary = \$259.94		\$260
OASDI = \$246.08		
U.I. - \$1.56		
Comp Ins. - \$10.60		
Liability - \$1.70		
<b>Six (6) Prob. Assistants for Drug Testing Sites- @ Same Wages &amp; Benefits</b>		
Testing 3 hrs.a day x 3 days.a week = 9 hrs. x 52 wks = 468 hrs. per P.A.		
468 hrs. X \$13.86 per hr.= \$6,468.48 x 6 P.A's = \$38,918.88		
Salary @ 50% = \$19,459.44		\$19,459
Benefits @ 10.1973% of salary = \$1,984.33		\$1,984
OASDI - \$1,488.65		
Retirement - \$304.61		
U.I. - \$20.22		
Comp Ins. - \$147.70		
Liability - \$23.15		
<b>SERVICES AND SUPPLIES</b>		
1,780 drug tests @ 6.50 per test = \$11,570.00		\$11,570
<b>OPERATING SECTION TOTAL</b>		<b>\$36,490</b>

## BUDGET CATEGORY AND LINE ITEM DETAIL

Grant Recipient	Grant Number	COST
B- Operating Expenses		
<b>DISTRICT ATTORNEY - FY 2011/2012</b>		
<b>PARTICIPATING STAFF:</b>		
Sr. DA Investigator	2819 per pay period X 26 pay periods = 73299	
Salary at 10% of base	= \$7330	
Wage at 10% of 73299	\$7,330	
**PERS Retirement at 10% of 21260	\$2,126	
Health Insurance at 10% of 9862	\$986	
OASDI at 10% of 1072	\$107	
Unempl, WC and Liability at flat rate of \$51 for this employee	\$51	
<b>OPERATING SECTION TOTAL</b>		
		\$10,600

## BUDGET CATEGORY AND LINE ITEM DETAIL

Grant Recipient	Grant Number
Category	COST
No Equipment Purchases Anticipated	\$0
<b>EQUIPMENT SECTION TOTAL</b>	<b>\$0.00</b>
<b>Total Project Cost</b> <small>Same as Block 10G on the Grant Award Notice Sheet</small>	<b>\$109,511</b>



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

3C1

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

ELLIOTT SMART  
DIRECTOR

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

DATE: AUGUST 23, 2011

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR   
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 6, 2011 – CONSENT  
AGENDA

RE: APPROVAL OF TWO CONTRACTS FOR VEHICLE MAINTENANCE  
AND REPAIR SERVICES

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

1. Approve and authorize the Director of the Department of Social Services to sign an agreement with Les Schwab – Horton Tire Center for vehicle maintenance and repair for FY 2011-2012.
2. Approve and authorize the Director of the Department of Social Services to sign an agreement with Quincy tow Service and Repair for vehicle maintenance and repair for FY 2011-2012.
3. Authorize the Director of the Department of Social Services to execute an extension of these agreements for an additional period of time not to exceed twelve calendar months at the conclusion of the current terms, subject to the availability of state and federal funds.

### **Background and Discussion**

The Department of Social Services annually executes contracts for vehicle maintenance and repair. Two such contracts are before the Board today for your approval. To ease the administrative burdens that renewal of these agreements would create, the Department recommends that the Board authorize the Director of the Department of Social Services to extend these agreements for an additional term not to exceed twelve calendar months at the conclusion of the current term.

### **Financial Impact**

Funds have been appropriated in the proposed Department budget to cover the cost of these agreements.

### **Other Agency Involvement**

County Counsel has reviewed the agreements and approved them as to form.

PLUMAS COUNTY DEPT. OF SOCIAL SERVICES



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ELLIOTT SMART, DIRECTOR

Copies (cover memo only):      DSS Management Staff

Enclosures (2)

## 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 Department of SOCIAL SERVICES (hereinafter referred to as "County"), and HORTON TIRE CENTER/RSH, 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.
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 THIRTEEN THOUSAND Dollars \$13,000.00.
3. Term. The term of this agreement shall be from JULY 1, 2011 through JUNE 30, 2012, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

**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.

8. **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.

9. **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.
10. **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.
11. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. **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.
13. **Choice of Law.** The laws of the State of California shall govern this agreement.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.

19. 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.
20. 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 Name SOCIAL SERVICES  
County of Plumas  
270 CO. HOSPITAL RD., SUITE 207  
QUINCY, CA 95971  
Attention: ELLIOTT SMART

Contractor:

HORTON TIRE CENTER/RSH INC.  
116 E. MAIN STREET  
QUINCY, CA 95971  
Attention: STEPHANIE HORTON

21. 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.
22. 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.
23. 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. ~~NOTE. Only for contracts in excess of \$10,000.]~~

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

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

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

**CONTRACTOR:**

HORTON TIRE CENTER/RSH INC., a  
California Corporation

By: \_\_\_\_\_  
Name: RON HORTON  
Title:  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: STEPHANIE HORTON  
Title:  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Name: ELLIOTT SMART  
Title: DIRECTOR  
Date signed: \_\_\_\_\_

**APPROVED AS TO FORM:**

*Stephen L. Maxwell*  
R. Craig Settlemire *Stephen L. Maxwell*  
Plumas County Counsel, Deputy

**EXHIBIT A**

**Scope of Work**

1. Provide the following automotive repair services on an as-needed basis upon request of the County:
  - a. Lube, oil, and filter changes (LOF).
  - b. Sale and installation of new tires.
  - c. Tire rotation.
  - d. Mounting and balancing of tires.
  - e. Vehicle alignment.
  - f. Brakes and shocks repair and replacement.
  - g. Transmission Service
2. 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 \$90 per hour.
2. Prices for tires quoted prior to installation.
3. Prices for brake service quoted after inspection.
4. Transmission service shall be charged at a flat rate of \$115 to \$140, depending on the type of vehicle.
5. Front end alignment shall be charged at a flat rate of \$57.00. Alignment service on all four wheels shall be charged at a flat rate of \$83.50.
6. LOF changes with inspection shall be charged at \$39.00 to 43.00 (all inclusive), depending on the type of vehicle, for up to 5 quarts of oil, with no charge rotation with Les Schwab Tires.
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.

## **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 Department of Social Services/Public Guardian (hereinafter referred to as "County"), and Quincy Tow Service & Repair, Inc., California corporation, doing business as Quincy Tow Service & Repair (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 Ten Thousand Dollars and 00/100ths (\$10,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2011 through June 30, 2012, 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:

Department of Social Services/Public Guardian  
County of Plumas  
270 County Hospital Road, Suite 207  
Quincy, CA 95971  
Attention: Elliott Smart, Director

Contractor:

Quincy Tow Service & Repair  
PO Box 3068  
Quincy, CA 95971  
Attention: Robert Wood

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.

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

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

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.

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

CONTRACTOR:

*Quincy Tow Service & Repair, Inc.,  
RSH, Inc.*, a California corporation, ~~doing~~  
~~business as Horton Tire Center~~

COUNTY:

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

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

Name: Robert Wood

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

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

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

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

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

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

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

Name: Elliott Smart

Title: Director of Social Services

/Public Guardian

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

APPROVED AS TO FORM:

Plumas County Counsel

By: *Stephen L. Mansell*  
Stephen L. Mansell  
Deputy County Counsel

APPROVED:

County Administrative Officer

By: \_\_\_\_\_  
Jack Ingstad, CAO

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

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

## EXHIBIT A

### Scope of Work

1. Provide the following automotive repair services on an as-needed basis upon request of the County:
  - a. Towing of County Vehicles for transport/ repair
  - b. Lube, oil, and filter changes (LOF).
  - c. Sale and installation of new tires.
  - d. Tire rotation.
  - e. Mounting and balancing of tires.
  - f. Vehicle alignment.
  - g. Brakes and shocks repair and replacement.
  - h. Automobile repair for electrical, computer, and mechanical purposes.
2. 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 \$88 per hour.
2. Towing Flat rate \$65 with in the first 5 miles
3. Towing Rate after 5 miles is \$6 per mile
4. Prices for tires quoted prior to installation.
5. LOF changes with inspection shall be charged at **about** \$48, depending upon the make and model of vehicle, **refer to quote**.
6. 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.
7. Contractor shall be paid 10 days after receipt of invoice in accordance with the terms of this Exhibit. Contractor shall invoice ~~Mental Health~~ on completion of the job based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

*County*



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

*ACJ*

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

ELLIOTT SMART  
DIRECTOR

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

DATE: AUGUST 16, 2011

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 6, 2011 - CONSENT  
AGENDA

RE: APPROVAL OF AGREEMENT WITH PLUMAS RURAL SERVICES  
FOR CalWORKs CHILD CARE SERVICES

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

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

1. Approve a continuing contract with Plumas Rural Services for CalWORKs child care services for FY 2011-2012.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Authorize the Department of Social Services to extend the agreement for an additional twelve months following the conclusion of the present term and subject to the availability of state funds.

**Background and Discussion:**

The Department of Social Services has a continuing agreement with Plumas Rural Services, Inc. (PRS) to administer the child care services that are provided to recipients of CalWORKs cash assistance while they are participating in the mandatory Welfare-to-Work activities. As the state-recognized Alternate Payment Program (APP) administrator for all child care programs, PRS has the administrative and program resources that are necessary to carry out this work.

The services provided by PRS include information and referral, processing payments to child care providers and coordinating or delivering training to providers of child care. The agreement before your Board today contains a clause that allows for a one-time extension for an additional twelve month period. The extension would be subject to the

availability of state funding for the additional term and agreement regarding compensation.

**Financial Impact:**

The total value of this contract is \$119,000 for Fiscal Year 2011-2012. Because the local administration of CalWORKs requires a Maintenance of Effort for all programs the funds for child care are from state and Federal sources. The Department's recommended budget for FY 2011-2012 contains sufficient funding for this agreement. The contract includes language for immediate termination in the event that state funds are not available for it.

**Other Agency Involvement**

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

Copy: PCDSS Management Staff (w/o enclosure)  
Ms. Michelle Pillar, Executive Director, PRS (w/o enclosure)

Enclosure

**CONTRACT BETWEEN  
COUNTY OF PLUMAS  
THROUGH ITS DEPARTMENT OF SOCIAL SERVICES  
&  
PLUMAS RURAL SERVICES, INC.  
for  
CalWORKs Stage I Childcare**

The parties to this Agreement are County of Plumas, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as PCDSS) and Plumas Rural Services, Inc. (hereinafter referred to as PRS). The purpose of this contract is to specify the terms and conditions under which PRS will provide CalWORKs Stage I Childcare Services to eligible CalWORKs participants.

The parties agree as follows:

1. Scope of Work. PRS, an independent contractor in all respects, shall provide the services that are specified in Attachment I to this document. PCDSS responsibilities in connection with this agreement are specified in Attachment II to this document.
2. Contract Price.
  - a. Reimbursement for costs incurred by PRS in performance of this Contract consists of two principal components:
    - PRS childcare support services and administration costs;
    - Reimbursement of childcare provider costs.
  - b. The total maximum reimbursable amount during the twelve-month term of this Contract for the combined activities of the two components identified in sub-paragraph 2.a above is anticipated to be one-hundred nineteen thousand dollars (\$119,000). **(To the extent that adoption of a State budget for FY 2011-2012 changes this figure to a lesser amount, the parties will meet to negotiate the execution of an amended maximum reimbursement amount).**
  - c. The parties to this Contract agree that it is their intent that fifty-nine thousand dollars (\$59,000) should be used as vouchers for purchase of childcare from licensed and exempt childcare centers, licensed family childcare homes and licensed exempt childcare providers; and/or to provide direct services to providers such as training, education to childcare providers and consumer education. The parties further intend that sixty thousand dollars (\$60,000) should be used for childcare support and administrative services. **Inasmuch**

**as the use of childcare services is expected to fluctuate, the parties recognize that adherence to this intent may not be practical at all times.**

**3. Payment.**

- a. PCDSS shall reimburse PRS on the basis of monthly invoices submitted by the 20th day following the report month. Reports will be signed by a PRS authorized representative and will use a fiscal reporting format mutually agreed upon by PCDSS and PRS.
- b. PRS will submit a final summary of all service related and voucher costs within 90 days following the end date for the Contract. A total of all vouchers (with detail for voucher costs not previously billed) and a total by cost category of cumulative service costs will be included in this report. The authorized agency representative must sign this final report.

**4. Term.**

- a. The effective period of this Agreement shall be from **July 1, 2011** through **June 30, 2012**.
- b. All prior agreements, contracts and amendments will be superseded upon the approval of this Contract effective **July 1, 2011**.
- c. Subject to mutual agreement between the parties, this agreement may be extended for a period not to exceed one additional 12 month period, upon an agreement regarding the total compensation available under the extension and as evidenced in writing.

**5. Completion of Work and Warranty.**

The services requested under this agreement are nonexclusive and shall be completed promptly and competently. Failure to do so shall be good cause for immediate termination of this agreement by County. No work shall be subcontracted or assigned without written consent of County.

**6. Insurance and Legal Compliance.**

PRS agrees to maintain legally required worker's compensation insurance, general liability insurance (\$1,000,000), automotive liability for all vehicles used (\$300,000), with all liability insurance combined single limits, per occurrence and aggregate, for all aspects of provided services with certificates of insurance available for County inspection. PRS 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 Purchasing and Practice Policies.

7. Hold Harmless.

PRS shall indemnify and hold harmless County from any and all claims, liabilities, expenses (including attorney's fees), or damages of any nature arising out of or in any way connected with the intentional or negligent acts or omissions of PRS, it's employees, agents or subcontractors in the performance of this Agreement.

8. Termination.

- a. This Contract may be terminated, for any reason, by either of the parties by notifying the other party in writing thirty (30) days prior to the effective date of the termination.
- b. If during the term of this Contract, the state and/or federal funds appropriated for the purposes of the Contract are reduced or eliminated by the California Legislature or the United States Government, the PCDSS may immediately terminate this Contract upon written notice to PRS.
- c. If this Contract is terminated before the end of its term, PRS shall be paid for all expenses encumbered by this Contract through the date of termination.
- d. Notice(s) required by sub-paragraphs 8.a and 8.b would be effective upon delivery to the Contract monitor at their regular business address.
- e. The contract monitor during the term of this Contract shall be the Plumas Rural Services Director or her designee at 586 Jackson Street, Quincy, CA 95971; (530) 283-3611 for PRS; and shall be the County Department of Social Services Director or his designee at 270 County Hospital Road, Suite 207, Quincy, CA 95971; (530) 283-6350 for PCDSS.

9. Notices.

Notices can be sent as follows by first class mail and deemed effective five days later. If personally delivered, date of actual delivery is the date of receipt.

County of Plumas:

270 County Hospital Rd., Suite 207  
Quincy, CA 95971

PRS:

586 Jackson Street  
Quincy, CA 95971

## **10. General Provisions**

- a. The laws of the State of California shall govern this Contract.
- b. Both parties to this Contract agree to adhere to the applicable federal and state legislation concerning nondiscrimination and childcare services.
- c. This Contract may be amended only in writing with the mutual consent of both parties.
- d. PRS agrees to make available to each local office any of the records for inspection, audit or reproduction by an authorized representative of PCDSS during normal business hours.
- e. PRS shall maintain records documenting expenditures received under this Contract for at least three years from the termination date of this Contract. If PRS receives notice that any litigation relating to this Contract, claim or audit has begun before the expiration of the three-year period, the records shall be retained until all litigation claims or audit findings are resolved.
- f. The Contractor's single audit as prescribed in Public Law 98-052 shall generally fulfill the financial audit requirement of the State Department of Social Services Manual of Policies and Procedures Section 23-640.2. If requested, PRS will provide PCDSS with a copy of the final single audit.
- g. PRS may maintain any of the records required to be kept under this Contract by substituting photographs, microphotographs or other authentic reproduction of such records.
- h. PRS agrees to administer this Contract in accordance with the Plumas County CalWORKs plan approved by the Plumas County Board of Supervisors on December 16, 1997 and any amendments thereafter.

11. Attest.

The undersigned attest that they are duly authorized representatives of their agencies and have been given authority by their respective governing bodies to execute this agreement.

**PLUMAS RURAL SERVICES, INC.**

---

Michele Lynn Piller, Executive Director

---

Date

**COUNTY OF PLUMAS**

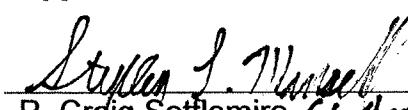
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By: Elliott Smart, Director

---

Date

**Approved as to Form:**

  
~~R. Craig Settlemire~~ Stephen L. Mansell  
County Counsel, Deputy  
8/10/11  
Date

## Attachment I: PRS Responsibilities

PRS will be responsible for the following:

1. Provide information to CalWORKs clients regarding subsidized childcare options and place all Stage I CalWORKs clients on the Stage II and Stage III eligibility lists, as well as support parents to access other subsidized childcare programs.
2. Process reimbursements to childcare providers using vouchers as source documents, making payments to childcare providers in a timely manner for the expense of authorized childcare, with rates that are within 1.5 Standard Deviations of the Mean Market Rate for Plumas County.
3. Provide childcare referrals to local childcare providers for those participants who require assistance in obtaining childcare.
4. Provide CalWORKs participant information regarding what to look for in quality childcare and any required consumer education materials developed by the state.
5. Maintain a log of complaints received from parents.
6. Submit invoices to PCDSS for childcare support services and administrative costs and childcare provider reimbursement by the 20th of each month for expenses incurred in the previous month.
7. Provide data reports as requested by PCDSS and as required by AB 1542.
8. Coordinate the transfer of clients between CalWORKs Stages I, II and III childcare funds and subsidized funding in the larger community so as to support continuity of services to eligible children.
9. Inform childcare providers of training opportunities to enhance their skills.
10. Inform parents and childcare providers of policies regarding circumstances under which providers will not be eligible to receive payment.
11. Submit to PCDSS an annual independent financial audit, which includes the funds payable under this Contract.

Attachment II: PCDSS Responsibilities

PCDSS will be responsible for the following:

1. Refer CalWORKs participants to PRS in a timely manner for assistance with their childcare services needs.
2. Provide necessary CalWORKs participant information to PRS to enable PRS to develop individual childcare Agreements for such participants.
3. Determine the amount of and collect overpayments from participants.
4. Reimburse PRS for childcare support service and administrative costs and childcare payments by the 15th of the month following the receipt of invoice, provided that PRS submits that invoice for reimbursement of childcare payment and cost of services incurred in the previous month associated with this Contract.
5. Regularly provide to PRS a status report detailing clients who are eligible for Stage II or III childcare and documentation of any participant changes in CalWORKs eligibility.
6. Obtain a signed release of information from the CalWORKs participant so that information can be shared with PRS as it pertains to their childcare needs.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

*2013*

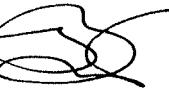
Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART  
DIRECTOR

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

DATE: AUGUST 16, 2011

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES 

SUBJ: BOARD AGENDA ITEM FOR SEPT. 6, 2011 – CONSENT AGENDA

RE: AUTHORIZATION TO PAY TWO INVOICES WHICH EXCEEDED  
CONTRACT LIMITS FOR HORTON TIRE CENTER AND QUINCY TOW  
AND AUTO REPAIR.

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

1. Authorize the Auditor-Controller to pay an invoice for Horton Tire Center in the amount of \$978.02.
2. Authorize the Auditor-Controller to pay two invoices for Quincy Tow Service and Repair totaling \$538.32.

**Background and Discussion**

The Department of Social Services annually enters into agreements with local auto service and repair businesses to provide routine maintenance, tires, and mechanical repairs to our vehicles.

For FY 2010-2011 the Department had an approved agreement with Horton Tire Center for up to \$10,000 for the year. Late in the fiscal year, the Department needed to replace tires on a 2005 Ford Escape. The invoiced amount for the tire replacement was \$978.02. While there was sufficient appropriation in the Department's budget to pay this invoice, the addition of this invoice to prior purchases caused us to exceed our contract limit for the year by \$808.58. Consequently, the Auditor-Controller rejected the claim for payment.

For FY 2010-2011 the Department had an approved agreement with Quincy Tow Service and Repair for up to \$3,000. Late in the fiscal year, the Department needed repair work performed on a vehicle that is used by the Department's Fraud Investigator. The invoiced amount for the repairs totaled \$538.32. While there was sufficient

appropriation in the Department's budget to pay this invoice, the Auditor-Controller rejected the Department's claim for payment because the invoices caused the Department to exceed out contract limit of \$3,000 by \$240.70.

Because the claims were rejected due to contract limits, the Department has been advised that the Board must now approve payment of the invoices. Further, since the prior fiscal year has been closed out, the costs will apply to current year budget appropriations.

With the above in mind, the Department is requesting Board approval to pay the invoices.

**Financial Impact**

There is no impact to the County's General fund as a result of approving this request.

Copies: PCDSS Management Staff

Enclosures



Associated With

## The West's Largest Independent Tire Dealer

715062

## SOLD TO:

PLUMAS CO SOCIAL SERVICES  
 270 COUNTY HOSPITAL RD #207  
 PO BOX 360  
 QUINCY CA 95971

ACCT A09 01551 INVOICE 289949

HORTON TIRE CENTER  
 116 E. MAIN  
 QUINCY, CA 95971 9797  
 530-283-1450 BAR# ARD214318

DATE 06-16-2011 TIME 1:49:07 PM

SOLD BY	TRANSACTION TYPE	WORK ORDER #	CUSTOMER PO #	LICENSE	MILEAGE	YEAR / MAKE / MODEL		
QTY.	PRODUCT CODE	PRODUCT DESCRIPTION				PRICE	FET	AMOUNT
4	08716058	All Parts New Unless Specified		P235/70R-16 104T OPEN COUNTRY A/T ALL POSITION OWL	1181782	141566	2005 FORD ESCAPE	194.58
4	00695556	WHEEL SPIN BALANCE						58.00
4	00695316	TUBELESS VALVE STEM						18.00
4	00695358	SIPING - NEW PASSENGER TIRE						51.00
		YOUR VEHICLE MAY HAVE A TIRE PRESSURE MONITORING SYSTEM THAT USES A WARNING LIGHT TO ALERT THE DRIVER OF LOW TIRE PRESSURE OR SYSTEM FAILURE. THE TPMS LIGHT MAY ILLUMINATE AFTER ROUTINE SERVICE AND REQUIRE ADDITIONAL ACTION. WE OFFER AND RECOMMEND MONTHLY AIR PRESSURE CHECKS.						
		WHEELS HAVE BEEN INSTALLED AND TORQUED TO MANUFACTURER'S SPECIFICATION.						
		WHEEL POSITIONS SERVICED: ALL 4						
		SERVICED BY: AARON MONTGOMERY						
		Parts: 796.32	Labor: 109.00					

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.

SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR LES SCHWAB MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.

Purchaser acknowledges having received the goods described above and having read and received a copy of the Security Agreement and Warning (when applicable) contained on the reverse side hereof.

SALES TAX	65.70
TIRE TAX	7.00
<b>TOTAL</b>	<b>978.02</b>

Purchaser X  
Revised date 12/08. Print date 5/11

CUSTOMER COPY

## QUINCY TOW SERVICE &amp; REPAIR INC.

180 NUGGET LANE., PO BOX 3068

Quincy, CA 95971

Shop Phone: (530) 283-1162

Fax: (530) 283-0734

Email: qtow@sbcglobal.net

Web Address: QUINCYTOW.COM

Invoice

48749

Estimate Ref #49,290

Date Printed: 06/29/2011

Printed Time: 10:02 am

ARD00253628

CAL-000152446

80-0144918

Hat/Ref:

"Your frindly Hooker"

Time Promised:

**Plumas Co. Social Service**  
 270 COUNTY HOSPITAL RD suit 207  
 Quincy, CA 95971  
 Home: (530) 283-6350 Work: 5302836460-Betty  
 Cell: 5302836368fax

1999 CHEVROLET BLAZER V6 4.3L 262CID FI GAS N W  
 VIN: 1GNDT13W4XK170947  
 License: 4GYW644      Mileage In: 96,485      Date Written: 06/29/2011  
 Unit #: Enfrcment      Mileage Out: 96,485      Written By: Robert Wood  
 DOM: 02-99      Save Old Parts: No

Job Name	Description	Technician	Qty	List	Extended
Job #1	diagnose battery light on	Robert Wood			
Labor A	Work Requested - diagnose battery light on				88.00
Part 8231-5A	Work Performed - Found alternator bad Replace alternator with rebuilt unit Rebuilt Alternator		1.00	187.40	187.40

THANK YOU FOR USING QUINCY TOW SERVICE AND REPAIR. 90 DAY/3000 MILE PARTS AND LABOR WARRANTY ON ALL PARTS AND LABOR UNLESS SPECIFIED OTHERWISE. Please try to pay all charges in 30 days. Thank you!!!! WE NOW OFFER MOTOR VAC ENGINE CARBON CLEANING SERVICE For gas and diesel engines.. THIS MAKES YOUR ENGINE RUN CLEANER, IMPROVES GAS MILEAGE , AND INCREASES POWER. ASK BRIAN FOR DETAILS. THANK YOU AND HAVE A GREAT DAY!!!!!!QUINCY TOW SERVICE AND REPAIR IS NOW A TECH-NET PROFESSIONAL REPAIR CENTER. WE INSTALL QUALITY CARQUEST PARTS WHICH NOW CARRY A COAST TO COAST GUARANTEE. FOR MORE DETAILS SEE BRIAN OR ROB!

RECEIVED

JUN 29 2011

PLUMAS COUNTY  
SOCIAL SERVICES

Payment Date	Type	Method	Amount	Parts:	\$187.40
				Labor:	\$88.00
				Sublet:	\$0.00
				Misc:	\$0.00
				Hazmat:	\$1.50
				Supplies:	\$0.75
				Tax Total:	\$15.46
				Invoice Total:	\$293.11

Thank you for allowing us to work on your vehicle.

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

Authorized By \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

## QUINCY TOW SERVICE &amp; REPAIR INC.

180 NUGGET LANE., PO BOX 3068

Quincy, CA 95971

Shop Phone: (530) 283-1162

Fax: (530) 283-0734

Email: qtow@sbcglobal.net

Web Address: QUINCYTOW.COM

Invoice

48744

Estimate Ref #49,281

Date Printed: 06/28/2011

Printed Time: 3:04 pm

ARD00253628

CAL-000152446

80-0144918

Hat/Ref:

"Your frindly Hooker"

Time Promised:

Plumas Co. Social Service

270 COUNTY HOSPITAL RD suit 207

Quincy, CA 95971

Home: (530) 283-6350 Work: 5302836460-Betty

Cell: 5302836368fax

1999 CHEVROLET BLAZER V6 4.3L 262CID FI GAS N W

VIN: 1GNDT13W4XK170947

License: 4GYW644

Mileage In: 96,478

Date Written: 06/28/2011

Unit #: Enforment

Mileage Out: 96,478

Written By: System

DOM: 02-99

Save Old Parts: No

Job Name	Description	Technician	Qty	List	Extended
Job #1	Replace Left front axle seal with new.	System			
Labor A	Work Requested - Replace Left front axle seal with new.				220.00
Part 710491	Seal		1.00	11.97	11.97
Part 80/90	GEAR LUBE		2.00	4.62	9.24

THANK YOU FOR USING QUINCY TOW SERVICE AND REPAIR. 90 DAY/3000 MILE PARTS AND LABOR WARRANTY ON ALL PARTS AND LABOR UNLESS SPECIFIED OTHERWISE. Please try to pay all charges in 30 days. Thank you!!!! WE NOW OFFER MOTOR VAC ENGINE CARBON CLEANING SERVICE For gas and diesel engines.. THIS MAKES YOUR ENGINE RUN CLEANER, IMPROVES GAS MILEAGE , AND INCREASES POWER. ASK BRIAN FOR DETAILS. THANK YOU AND HAVE A GREAT DAY!!!!!!QUINCY TOW SERVICE AND REPAIR IS NOW A TECH-NET PROFESSIONAL REPAIR CENTER. WE INSTALL QUALITY CARQUEST PARTS WHICH NOW CARRY A COAST TO COAST GUARANTEE. FOR MORE DETAILS SEE BRIAN OR ROB!

Payment Date	Type	Method	Amount
Payment Totals:			

Parts: \$21.21  
 Labor: \$220.00  
 Sublet: \$0.00  
 Misc: \$0.00

Hazmat: \* \$1.50  
 Supplies: \* \$0.75

Tax Total: \$1.75  
 Invoice Total: **\$245.21**

Thank you for allowing us to work on your vehicle.

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

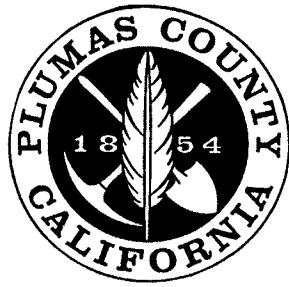
Authorized By \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

**PLUMAS COUNTY CLERK**

Recorder (530) 283-6218  
Registrar of Voters (530) 283-6256  
Records Management (530) 283-6007



21

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

DATE: September 6, 2011 - Board Agenda

TO: Honorable Board of Supervisors, County of Plumas

FROM: Kathy Williams, Clerk-Recorder, County of Plumas

SUBJECT: Authorization of Agreement for Specialized Technology  
Services by High Desert Microimaging -  
Microfilm Restoration and Conversion Project

*Kathy Williams*  
Kathy Williams

Clerk – Recorder  
Registrar of Voters  
kathywilliams@countyofplumas.com

*Melinda Rother*  
Melinda Rother  
Assistant

melindarother@countyofplumas.com

**IT IS REQUESTED THAT THE BOARD:**

1. Approve the agreement with High Desert Microimaging, Inc. for official records microfilm restoration and conversion.
2. Authorize Kathy Williams, the County Clerk-Recorder to sign the contract and enter into an agreement for these services with High Desert Microimaging, Inc.
3. Authorize the Auditor to pay the claims presented for High Desert Microimaging, Inc., approximately every two months as film batches are completed.

**BACKGROUND:**

In the early 1970's the county's official records were filmed on acetate based microfilm. These rolls of film were then stored in a secured storage facility off site. Since then, the integrity of acetate based film has caused some film to begin to deteriorate. These rolls of film need to be restored using polyester based film. High Desert Microimaging will complete the project to restore the old film for archival purposes.

Funding for this project will be provided from the Recorder's Modernization Trust Fund. Fees collected through this fund must be allocated to this specific purpose.

A copy of the agreement is on file with the Clerk to the Board of Supervisors in room 309 of the Courthouse located at 520 Main Street in Quincy.

# DEPARTMENT OF PUBLIC WORKS

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



ROBERT A. PERREAU LT Jr.  
Director of Public Works

## CONSENT AGENDA REQUEST

August 29, 2011

ASST. DIRECTOR

JOE BLACKWELL  
DEPUTY DIRECTOR

To: Honorable Board of Supervisors

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

Subject: Consent Agenda Request for the September 6, 2011 Meeting  
of the Plumas County Board of Supervisors

A handwritten signature of Robert A. Perreault in black ink.

### Approve Contract Amendment No. 3 between Vestra Resources, Inc. and County of Plumas

#### Background:

This is the third contract amendment to a 2009 contract between Plumas County and Vestra Resources, Inc. for regulatory compliance services. This amendment adds a total of \$ 5,500.00 for professional services for the County's 2 landfills. The existing contract for these services has been amended twice, extending the term of the contract and changing the compensation for these services. This is the last amendment to this contract before a new long-term agreement will be in place, and covers professional services rendered in July and August, 2011.

The Amendment has been reviewed and approved by County Counsel.

#### Recommendation:

Public Works recommends that the Board of Supervisors authorize the CAO and the Director of Public Works to execute this amendment to the existing Vestra contract and to ratify any work performed by Vestra Resources during July 2011 and August 2011, as approved by the Director of Public Works.

#### Attachments:

Attached is a copy of the proposed contract amendment with Vestra Resources, Inc.

# DEPARTMENT OF PUBLIC WORKS

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



## CONSENT AGENDA REQUEST

ROBERT A. PERREAULT Jr.  
Director of Public Works

August 25, 2011

ASST. DIRECTOR

To: Honorable Board of Supervisors

JOE BLACKWELL  
DEPUTY DIRECTOR

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

Subject: Consent Agenda Request for the September 6, 2011 Meeting  
of the Plumas County Board of Supervisors

A handwritten signature of Robert A. Perreault in black ink.

### Approve Contract between Vestra Resources, Inc. and County of Plumas for the Professional and Monitoring Support Services for the Plumas County Solid Waste Program

#### Background:

The Public Works Solid Waste Division has contracted with Vestra Resources to provide professional and monitoring support services for the County's solid waste program for the past several years. These services include mandated analysis and reporting to comply with State's Waste Discharge Requirements (WDRs), and involves landfill inspection and reporting on groundwater monitoring at the County's two landfills. There have been a series of contract extensions with Vestra in recent years for these services, dating back to 2009. Public Works has negotiated a long-term (3 year) contract designed to help bring stability to the professional services aspect of the solid waste budget and to avoid bringing this contract before the Board each year. This contract will complement the recently approved 3 year monitoring and laboratory analysis contract with Vestra and will cover the same term.

The Proposed Contract has been reviewed and approved by County Counsel.

#### Recommendation:

Public Works respectfully recommends that the Board of Supervisors authorize the CAO and the Director of Public Works to execute the Vestra contract.

#### Attachments:

Attached are three (3) originals of the proposed contract with Vestra Resources, Inc.

*263*



## DEPARTMENT OF PUBLIC WORKS

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

### CONSENT AGENDA REQUEST

ROBERT A. PERREAULT Jr.  
Director of Public Works

August 25, 2011

ASST. DIRECTOR

To: Honorable Board of Supervisors

JOE BLACKWELL  
DEPUTY DIRECTOR

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

Subject: Consent Agenda Request for the September 6, 2011 Meeting  
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##### Attachments:

Attached are three (3) originals of the proposed contract with Vestra Resources, Inc.

# DEPARTMENT OF PUBLIC WORKS

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



ROBERT A. PERREAULT Jr.  
DIRECTOR

MARTIN BYRNE  
ASST. DIRECTOR

JOE BLACKWELL  
DEPUTY DIRECTOR

## CONSENT AGENDA REQUEST

Date: August 29, 2011

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Consent Agenda Request for the September 6, 2011 Meeting of the Plumas County Board of Supervisors:

Status Report by the Department of Public Works on the Northern California Carpet Stewardship Pilot Program.

### **Recommendation by Public Works:**

None. This is an informational status report only.

### **Background and Information:**

The ESJPA is collaborating with CalRecycle and a carpet stewardship organization (Carpet America Recovery Effort – CARE) in the implementation of AB 2398, the California Stewardship Law.

Plumas, Del Norte, Siskiyou, Tehama and Calaveras Counties have been selected for possible participation in a Northern California Carpet Stewardship Pilot Program.

InterMountain Disposal has volunteered the Delleker site to represent the Plumas County Solid Waste Program. Preliminary information is now being collected by ESJPA and forwarded to the potential processors/recyclers, who will later have more specific questions to identify opportunities and determine feasibility. Currently, there are two (2) known major processors/recyclers in California (Carpet Recyclers and LA Fibers), but there could also be other interested carpet transporters or processors/recyclers. For Counties that "survive the next cut," site visits by the State and the processors/recyclers will be scheduled in October.

Public Works staff will keep the Board of Supervisors and the Integrated Waste Management Task Force apprised of the status of the pilot program.

Below are copies of 2 recent e-mails from ESJPA that contain more information on the pilot program.

More information on the California Carpet Stewardship Program by CalRecycle, including the State's implementation Timetable, is available at: <http://www.calrecycle.ca.gov/epr/PolicyLaw/Carpet.htm>

More information on Carpet America Recovery Effort (CARE) is available at:  
<http://www.carpetrecovery.org/>

Bob Perreault  
Director of Public Works

**From:** Mary Pitto [mailto:[mpitto@rcrcnet.org](mailto:mpitto@rcrcnet.org)]  
**Sent:** Thursday, August 04, 2011 2:25 PM  
**To:** Bob Perreault  
**Subject:** RE: Carpet Stewardship Program

...

With the passage of AB 2398, the carpet product stewardship law, since July 1, 2011, money is now being collected on the sale of carpet (\$0.05/sq.yd.). The money is intended to be used to achieve measurable improvements in the landfill diversion and recycling of postconsumer carpet. As you know, the money is currently planned to be used by the Carpet America Recovery Effort (CARE) as incentives for the processors/recyclers, and not for transportation costs to the processing/recycling facilities. The ESJPA is working with CalRecycle staff and CARE to develop several pilot projects to determine how carpet recycling can be economically feasible in our rural areas.

The ESJPA met with CalRecycle, CARE, and a carpet recycler yesterday to develop and initiate the pilot program. You indicated that you would be interested in becoming a pilot project for the AB 2398 carpet recycling effort and we would like to take you up on the offer.

First, I will be calling you for some preliminary information to pass along to the potential processors/recyclers, including your primary contact person and contact information. The next step would be the processors/recyclers contacting the counties with more specific questions to identify opportunities and determine feasibility. There are currently two known major processors/recyclers in California (Carpet Recyclers and LA Fibers), but there could also be other interested carpet transporters or processors/recyclers. Participating counties could receive calls from multiple carpet transporters or processors/recyclers and should verify that they are truly recycling. If it is determined to be feasible (it is free or costs less to recycle than to dispose at the landfill), a site visit will be scheduled with the processor/recycler, CARE, CalRecycle, and the ESJPA to work out the infrastructure and outreach details. This is expected to occur the week of October 11<sup>th</sup> or the following week.

Quite frankly, the processors/recyclers may determine it is not economically feasible for your county to participate in carpet recycling without financial assistance. If this is the case, the site visit will not be scheduled and that finding will be submitted to CalRecycle for their consideration while evaluating the carpet stewardship plan(s) submitted by CARE and any others. If the program does go forward to the implementation stage, then the processor/recycler will help educate and train collectors and assist with the educational brochure. The education and collection would begin in November (slow season) and run through June, with the results included in CARE's first annual report.

As a pilot participant, the county and the collector (county or retailer) will need to assist in the outreach and education of consumers/installers and collect the diverted and landfilled carpet data and costs. The pilot information will be reviewed for lessons learned and to measure the success of the program. The information will then be folded into CARE's annual report to CalRecycle and update to the carpet stewardship plan as appropriate.

I want to thank you for agreeing to participate and please let me know if you have any questions.

...

Regards,

*Mary Pitto*

Regulatory Affairs Advocate  
Regional Council of Rural Counties  
(916) 447-4806

**From:** Mary Pitto [mailto:[mpitto@crcnet.org](mailto:mpitto@crcnet.org)]

**Sent:** Thursday, July 14, 2011 4:30 PM

**To:**

**Cc:**

**Subject:** Carpet Stewardship Program

Hello all,

As you may all recall, AB 2398 (Perez) was signed into law last year. This bill sets forth the requirements of the statewide Carpet Stewardship Program, which was enacted to increase the amount of carpet that is diverted from landfills and recycled into secondary products. Basically, manufacturers (either individually or through a stewardship organization) prepare and implement a stewardship plan to reach certain goals, and report on their progress. CalRecycle approves plans, checks progress, and provides oversight and enforcement to ensure a level playing field among carpet manufacturers. Other service providers participate in the management system as negotiated.

One aspect of the carpet stewardship program is sustainable funding. AB 2398 provides two funding phases. Beginning **July 1, 2011**, to January 1, 2013, manufacturers will assess five cents (\$0.05) per square yard that can only be used for early action measures that meet the requirements of the law and achieve measurable improvement in landfill diversion and recycling of postconsumer carpet. After January 1, 2013, manufacturers may only add an assessment to the purchase price of carpet that is approved by CalRecycle and that is sufficient to meet, but not exceed, the anticipated cost of carrying out the plan.

The manufacturers must submit their plans to CalRecycle by September 1, 2011, which is coming up quickly. CalRecycle has 60 days to approve or comment on the plan(s). By March 31, 2012, plans must be approved or a manufacturer, wholesaler, or retailer that offers carpet for sale not covered under an approved plan, beginning April 1, 2012, is subject to penalties. Under AB 2398, Carpet America Recovery Effort (CARE) will serve as the carpet stewardship organization at least until April 1, 2015. At that time other stewardship organizations may submit plans. Individual manufacturers can submit plans as well at any time.

As you may recall, CARE hosted a webinar for the ESJPA at our March meeting. For those of you that did not attend, it was evident that CARE had not given a great deal of thought to the challenges facing our rural counties, whose residents will be charged the \$0.05 per square yard, without receiving any benefits of the program as described then. Since March, the ESJPA has been in conversations with CalRecycle and CARE about our concerns and to make every effort to have the stewardship program include measures so that our counties actually realize an increase in postconsumer carpet diversion without increasing cost to our counties.

To that end, **CARE is proposing to do several pilot programs in our rural counties** to determine how the statewide carpet stewardship program can provide rural counties with collection and transportation of used carpets. We will be using criteria to select a range of counties/regions—including those regions expected to have fewer challenges to those that are most challenging. The pilots should test multiple approaches and collect information on costs. We will be making the selections on August 2<sup>nd</sup> and are **looking for volunteers**. You must be willing to invest staff time, have no permit issues with solid waste authority, and for a regional pilot, cannot have an importation ban.

...

- What you are currently doing with carpet and any charges/costs associated with it?
- What would realistically work for your jurisdiction to maximize carpet recycling? For example, a trailer located at the landfill/transfer stations or carpet retailers?
- What would be the minimum to service your county?

Thanks for your help, and I look forward to hearing from you!

Regards,

*Mary Pitto*

Regulatory Affairs Advocate, Regional Council of Rural Counties



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

2/1

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**Date:** August 29, 2011

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Agenda Item for September 6, 2011

**Item Description/Recommendation:** Approve a Service Agreements with Karuk Tribe for \$10,000.00 or over for Public Health for FY 2011-2012, and direct the Chair to sign.

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

The Service Agreement #PARTC1112KARUK has been reviewed and approved by County Counsel. A copy of the agreement is on file with the Clerk of the Board for your review.



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

3FJ

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health -- Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**Date:** August 29, 2011

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

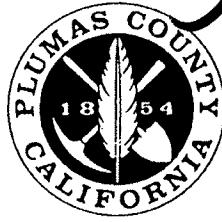
**Agenda:** Agenda Item for September 6, 2011

**Item Description/Recommendation:** Approve Grant Award Number DCP-1112-32 with the Office of Criminal Justice and Collaboration for Drug Court Partnership Grant, and Authorize the Director of Public Health to sign the Comprehensive Drug Court Implementation Notice of Grant Award as the Board's designee.

**Background Information:** As the Board may recall, Plumas County Superior Court has been administering Drug Court programs funded by California Department of Alcohol and Drug Programs since Fiscal Year 2009-2010. On June 21, 2011, the Board appointed the Director of Public Health as the County Alcohol and Drug Administrator, following a decision to resume county administration and oversight of Alcohol and Drug services.

The California Department of Alcohol and Drug Programs (ADP) acknowledges the transition of Drug Court programs from the courts to the county. Beginning in FY 2011-2012, the Plumas County Public Health Director, acting in the role of County Alcohol and Drug Administrator will be the Board's designee for oversight of Drug Court programs and will oversee Drug Court programs funded through ADP's Notice of Grant Awards. Each Notice of Grant Award must have both the County Alcohol and Drug Program Administrator and the Presiding Judge's original signatures.

The term of the agreement is from July 1, 2011 through June 30, 2012 in the amount of \$126,270. A copy of the Agreement is on file with the Clerk of the Board for your review. Please contact me should you have any questions or need additional information. Thank you.



## PLUMAS COUNTY BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1  
ROBERT A. MEACHER, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JON KENNEDY, DISTRICT 5

### MEMORANDUM

DATE: August 31, 2011

TO: The Honorable Board Members

FROM: Budget Committee

**SUBJECT: FY 2011-2012 BUDGET COMMITTEE REPORT AND RECOMMENDED ALTERNATIVE**

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At the conclusion of the public hearing on the Plumas County Fiscal Year 2011-2012 Budget on August 16, 2011, the Board of Supervisors gave direction to the Auditor and the Budget Officer to make certain revisions to the Recommended Budget and to bring such changes back to the Board for consideration and possible adoption on September 6, 2011. Among the revisions considered on August 16, 2011, were the following:

1. Furloughs – all General Fund employees to implement a 4 day, 9 hour, work week (closure on Friday), with the exception of the Sheriff's Office; District Attorney's Office; Probation Department; and employees less than 1.0 FTE equivalent. All General Fund employees to pay an additional \$50 per month towards health insurance with any increase to be paid by the employee for:  
Anticipated expense savings of \$406,213 to proposed budget
2. Furloughs – General Fund appointed department heads (County Administrative Officer, County Counsel, Planning Director, Director of Facility Services, Building Official, Director of Information Technology, Agriculture Commissioner, Human Resources Director, Museum Director) to implement a 4 day, 9 hour, work week.  
Anticipated expense savings of \$19,866.75
3. Reduce contribution to Sheriff:  
Anticipated savings of \$250,000.

Since the public hearings on the Budget held on August 16, 2011, the Budget Committee has met on August 22 and 30, 2011, and has received additional information indicating that the furloughs described above will prove difficult to implement and would not likely achieve the savings anticipated. This result is due in large part to attempting to achieve too much of the savings from too few employees.

In addition, the Budget Committee is concerned that Federal and State funding of social service programs may be reduced during the current fiscal year.

Furthermore, the Road Department has submitted a budget request that includes more expenses than anticipated revenue at a time when Secure Rural Schools funding is being decreased or possibly eliminated. The Road Department is resorting to its reserves to balance its budget.

Since the public hearings on the Budget, the Budget Committee became aware that the Sheriff's Department had unexpended appropriations from prior Fiscal Year 2010-2011 in the amount of \$450,165.05.

Accordingly, the Budget Committee offers the following alternative:

- A. The County presently pays the entire employee's "member" contribution to the California Public Employees Retirement System (CalPERS) which is equal to 7% of the employee's earnings (9% for "safety").<sup>1</sup> Instead of the savings anticipated by the furloughs described above, the salary line item in all departments, excluding the Sheriff's Department, shall be reduced by an amount equal to the savings that would result if the County payment of the member contribution were reduced to 3% of the employee's earnings (the employee to pay the remaining 4%). This is expected to make furloughs unnecessary in General Fund funded departments, slow the depletion of Road Fund and non-General Fund reserves, and/or provide the ability to maintain or increase services in non-General Fund funded departments.
- B. The General Fund appropriation to the Sheriff's Department shall continue to be reduced by \$250,000 as proposed by the Sheriff. The Budget Committee recommends that the Sheriff be notified that it is unlikely that the past practice of allowing the Sheriff to carry over any unspent appropriations will be possible in future years, and it is likely that County payment of the employee contribution to CalPERS for Sheriff Department employees will be reduced if revenues to the General Fund do not significantly improve.
- C. The County will not share in the future increases to health insurance premiums as to all employees.
- D. Increase General Fund Contingencies by \$200,000 from Reserves.

Any provisions of this alternative proposal that were not set forth in the Proposed Budget, or provided in writing prior to the close of the budget hearing, require a four-fifths vote for approval.

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<sup>1</sup> It should be noted that *the employer's contribution* to employee retirement with CalPERS increased from 21.580% in FY 2010-2011 to 26.143% in FY 2011-2012 for Sheriff "Safety" (law enforcement) and from 12.189% to 13.931% for "Miscellaneous" (non-law enforcement).



3  
DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9126

ELLIOTT SMART  
DIRECTOR

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

DATE: AUGUST 5, 2011

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

A handwritten signature of Elliott Smart, Director of the Department of Social Services.

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 6, 2011

RE: SOCIAL SERVICES TRENDS REPORT

**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 June 30, 2011.

Copies: PCDSS Management Staff  
Members of the Health and Human Services Cabinet

Enclosure

## **SOCIAL SERVICES TRENDS**

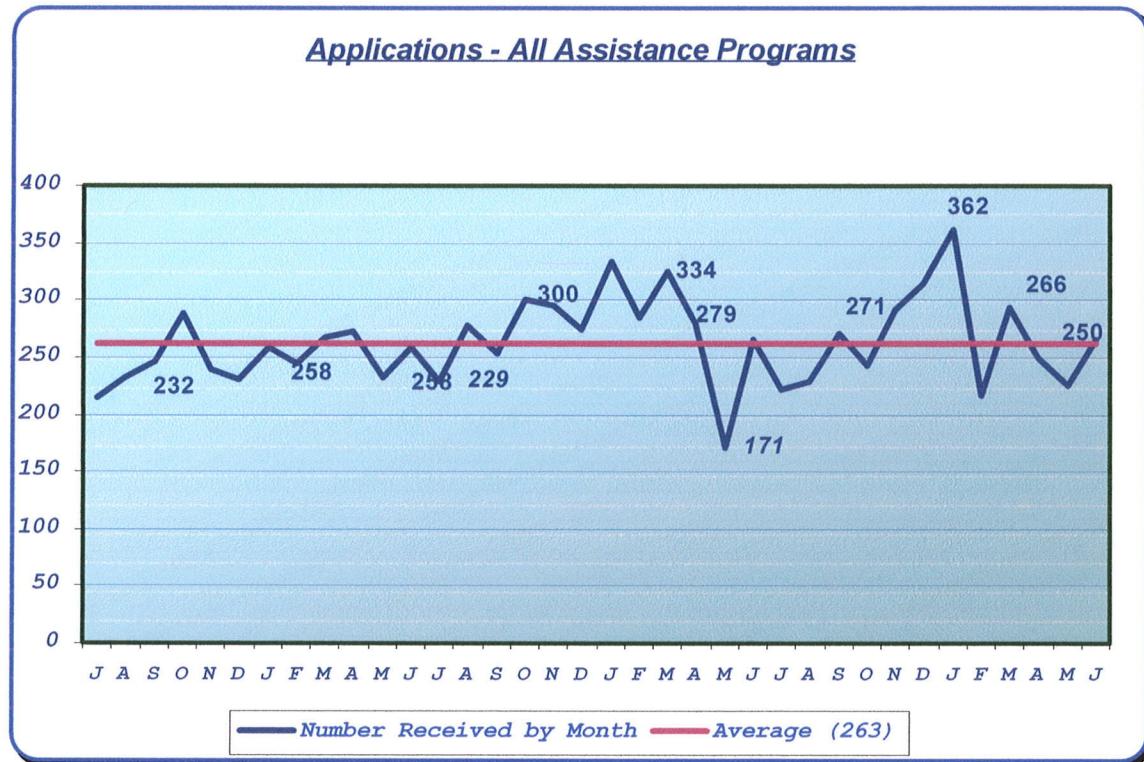
**Quarter Ending: June 30, 2011**

**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 June 30, 2011. 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 County web site at [www.countyofplumas.com](http://www.countyofplumas.com).

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

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

While applications for assistance (CalWORKs, CalFresh, Medi-Cal) continue to be received in unprecedented numbers the trend has been downward since January when we received 362 applications, an historic high count. For thirty-three consecutive months, the application count has exceeded 200 per month with the exception of May, 2010 when applications were closed five days while computer conversion occurred.



## CONTINUING CASES

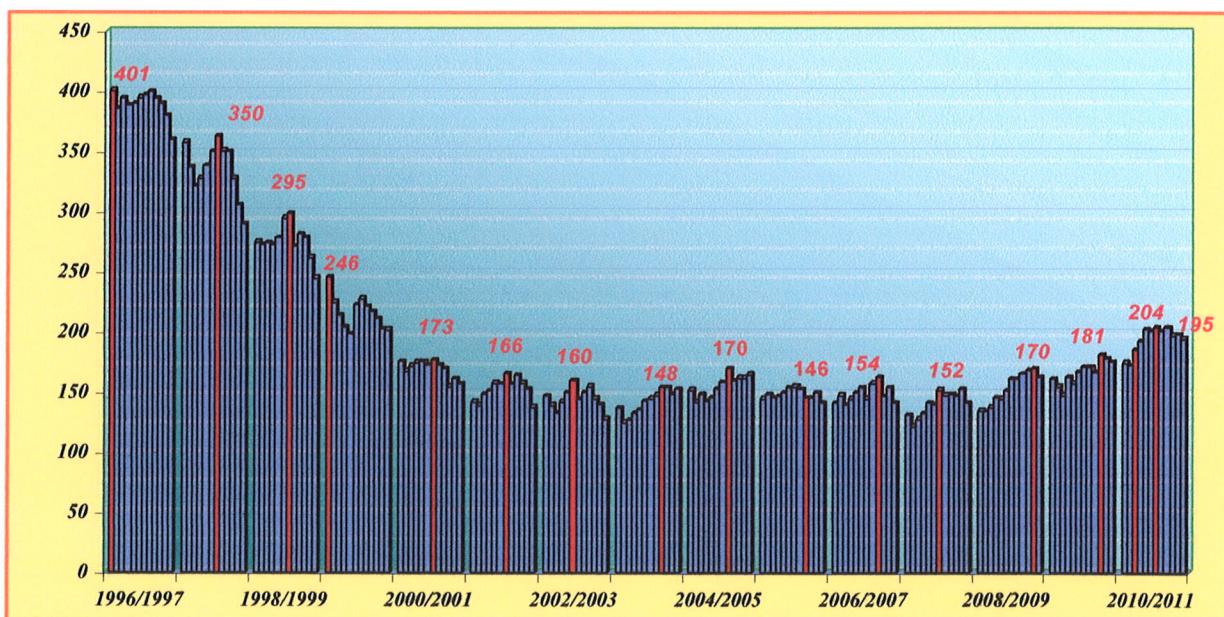
### (1). Cash Assistance (AFDC/CalWORKs)

The count for CalWORKs has begun to creep downward ever so slightly. There has been an expectation that economic conditions would eventually turn and this trend may signal the beginning of it. That said, the CalWORKs average case count is still about 25% above the average just two years ago. We have continued to believe that economic recovery will be a very slow process for Plumas citizens. As has been reported to the Board, Plumas' Work Participation Rate is one of the best in the state.

A family applying for CalWORKs cash assistance must prove that they are residents of Plumas County. In cases where residency may be in doubt, the Department operates an early fraud detection program where our Welfare Fraud Investigator may make a home visit prior to assistance being granted.

<u>Average Monthly Caseload</u>	
2008/2009	153
2009/2010	166
2010/2011	194

### AFDC/CalWORKs Open Cases at End of Month



## **(2). Food Stamp Assistance**

### **A. Case Count**

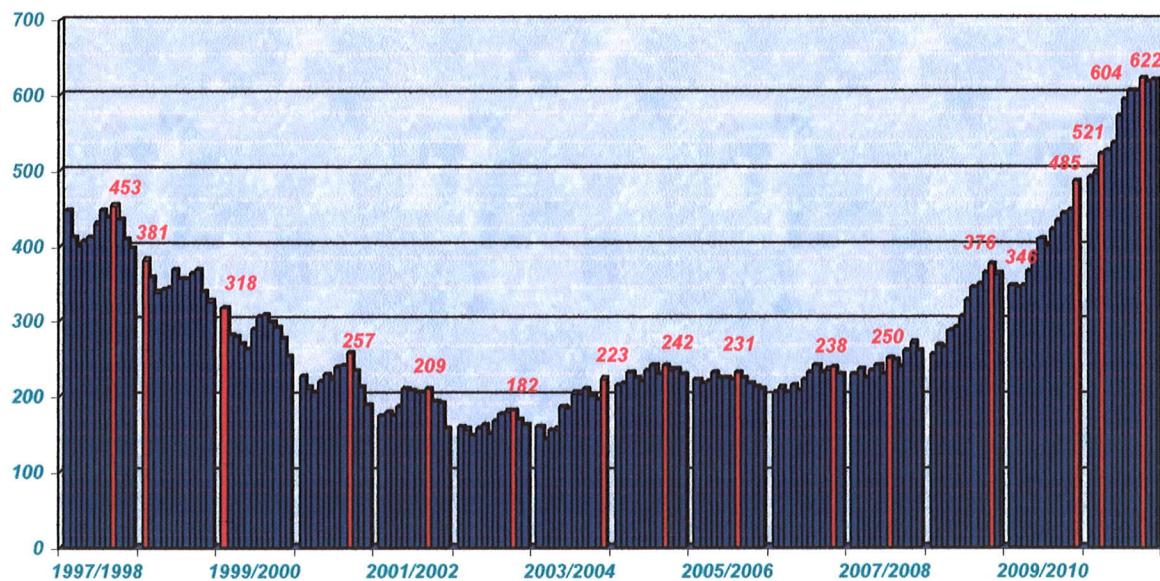
The depth of the economic recession and the slowness of recovery continue to be reflected in CalFresh (Foodstamp) case count which once again achieved an historic high count with 622 cases in May. There are some signs now that we may have reached the peak of the growth as summer tourism has increased employment opportunities. That said, average caseload growth is currently at almost 80% over a two year period.

As is discussed in the prior CalWORKs section, applicants for Foodstamps must be residents of Plumas County in order to receive assistance.

#### **Average Monthly Caseload**

<b>2008/2009</b>	<b>316</b>
<b>2009/2010</b>	<b>402</b>
<b>2010/2011</b>	<b>567</b>

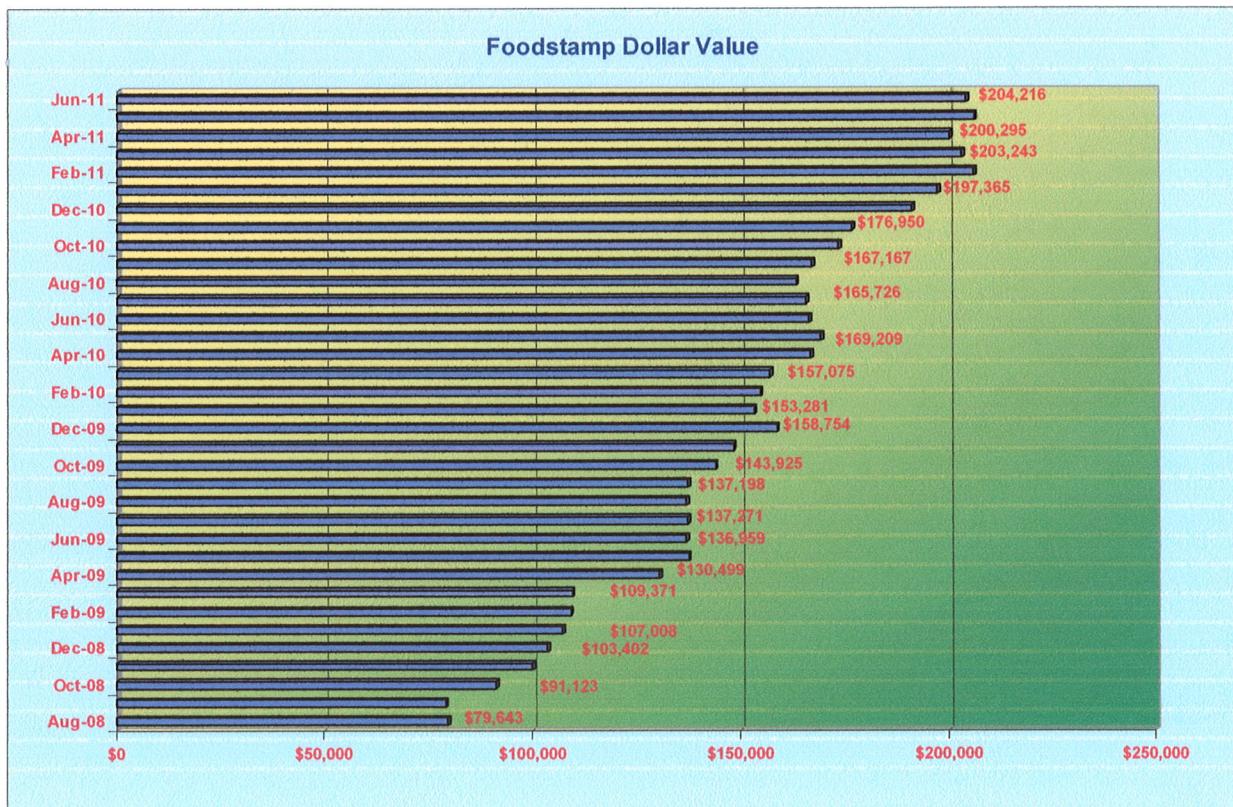
#### ***Food Stamp Open Cases at End of Month***



## B. Foodstamp Dollar Value

On average, an eligible household receives about \$320 in CalFresh (Foodstamp) benefits per month. These benefits are intended to supplement food purchasing power. In just over a two and a half year period the value of CalFresh assistance has more than doubled. As with the case count the value of benefits issued is being driven by the recessionary economy. Many of the people we see have had longer term connections with the labor force.

As has been reported elsewhere by the Department, about 67% of the total Foodstamp benefits issued are spent at local grocery outlets.



### **(3). Medi-Cal**

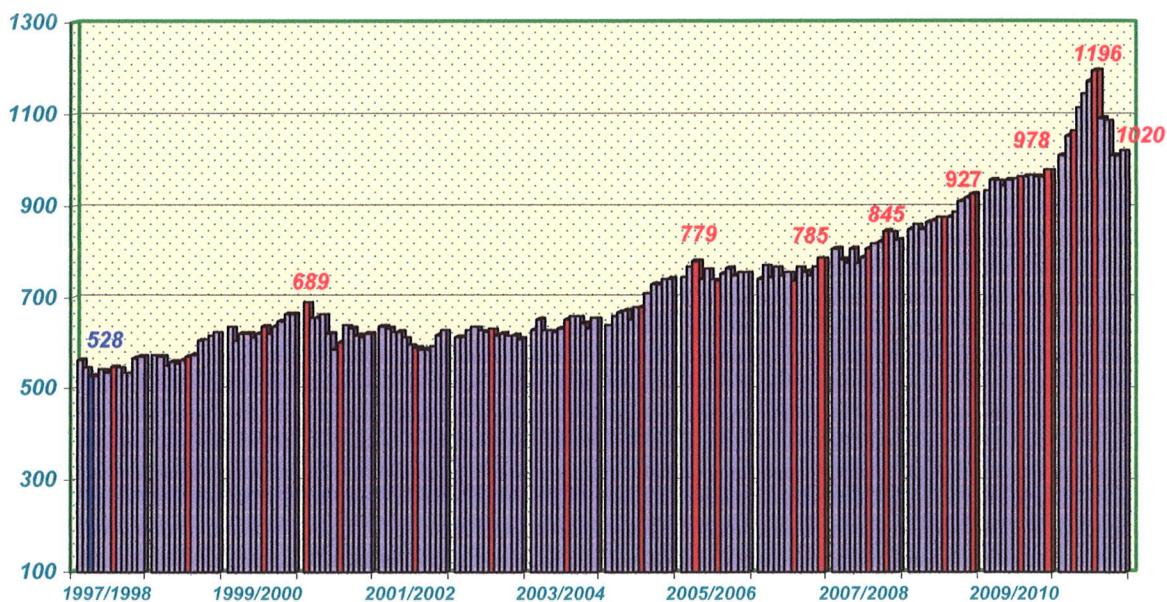
The Department is beginning to see some evidence that we may have achieved a short term (or perhaps longer term) plateau for the Medi-Cal case count. While it remains to be seen whether the flatter profile of the past few months remains, we have believed that at some point the growth that has been so prevalent for the past three years would eventually flatten out. Poor economic conditions, the lack of employer provided insurance and increased focus on health care and health insurance reform at the federal level have been factors in the pattern of growth in this program.

As with other assistance programs an applicant must be a resident of Plumas County and a resident of California to qualify for Medi-Cal.

#### **Average Monthly Caseload**

<b>2008/2009</b>	<b>879</b>
<b>2009/2010</b>	<b>958</b>
<b>2010/2011</b>	<b>1081</b>

#### ***Medi-Cal Open Cases at End of Month***



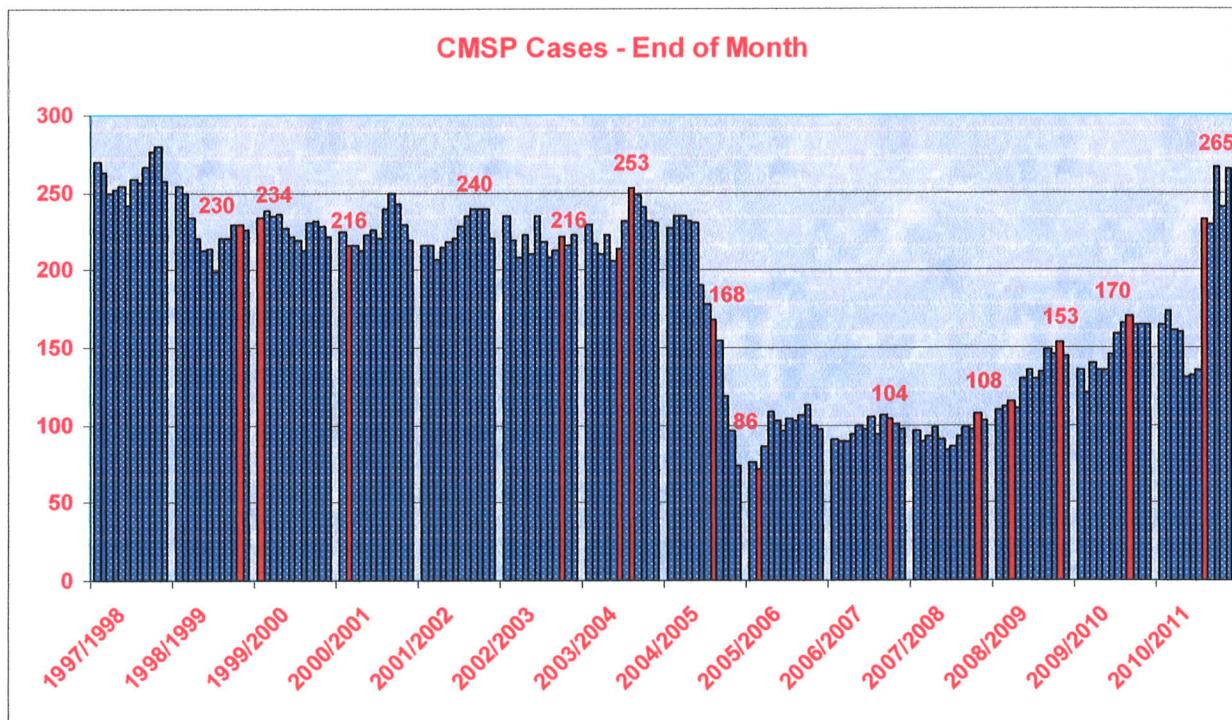
#### **(4). County Medical Services Program (CMSP)**

The County Medical Services Program (CMSP) meets the mandate to provide care for medically indigent persons who are the County's responsibility under Section 17000 of the Welfare and Institutions Code. An applicant must be a resident of Plumas County to receive CMSP benefits.

As has been reported previously in Trends the CMSP case count will rise proportionately with an increase in Foodstamp cases because many Foodstamp recipients are eligible for CMSP and have a medical need at the time of their application.

#### **Average Monthly Caseload**

<b>2008/2009</b>	<b>95</b>
<b>2009/2010</b>	<b>131</b>
<b>2010/2011</b>	<b>191</b>

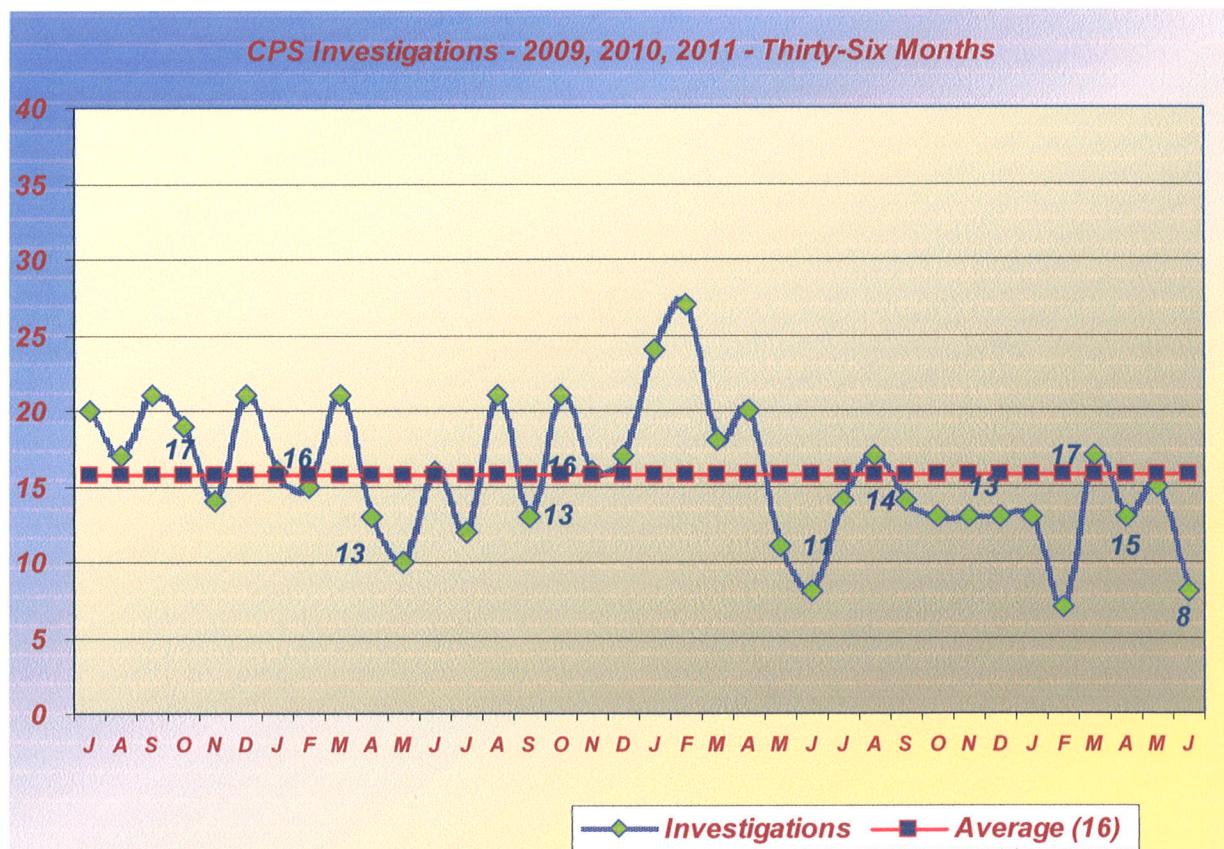


## **II. SOCIAL SERVICES DIVISION**

#### **A. Child Welfare Services**

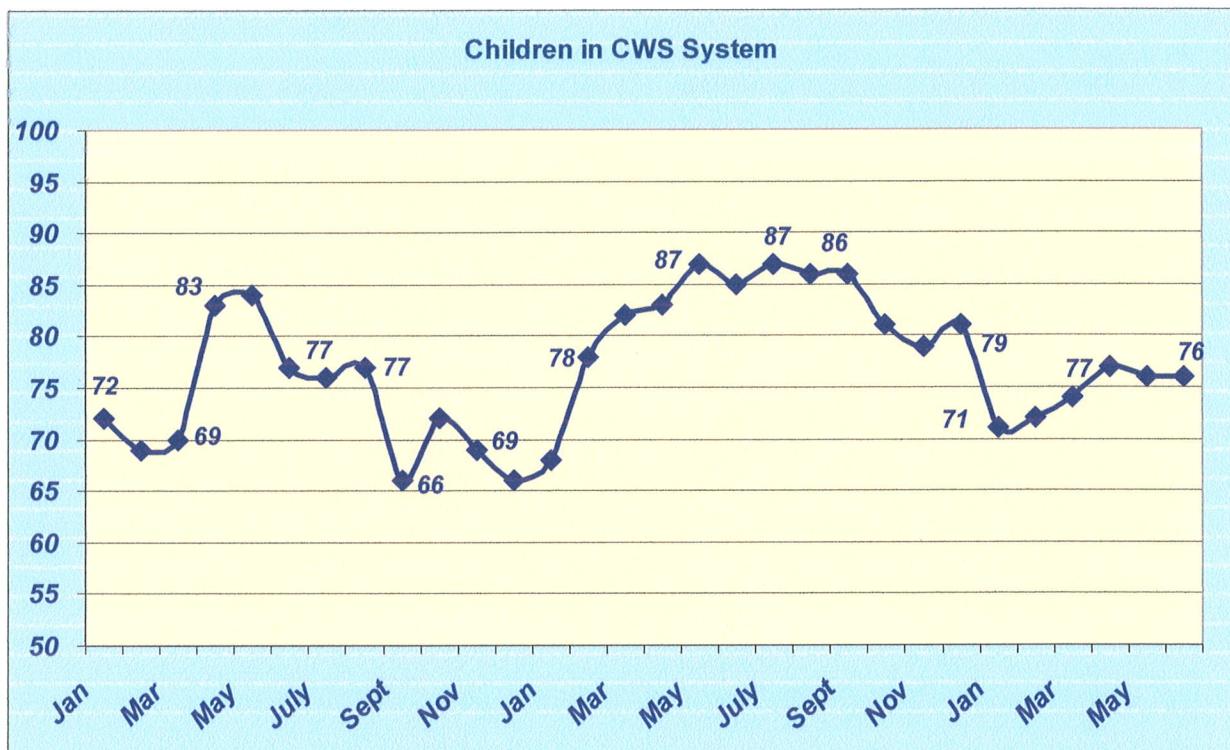
The Emergency Response component of Child Protective Services averages in the range of about 16 requests per month. During the most recent twelve months, investigations have been running right at or slightly below average.

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 abuse.



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

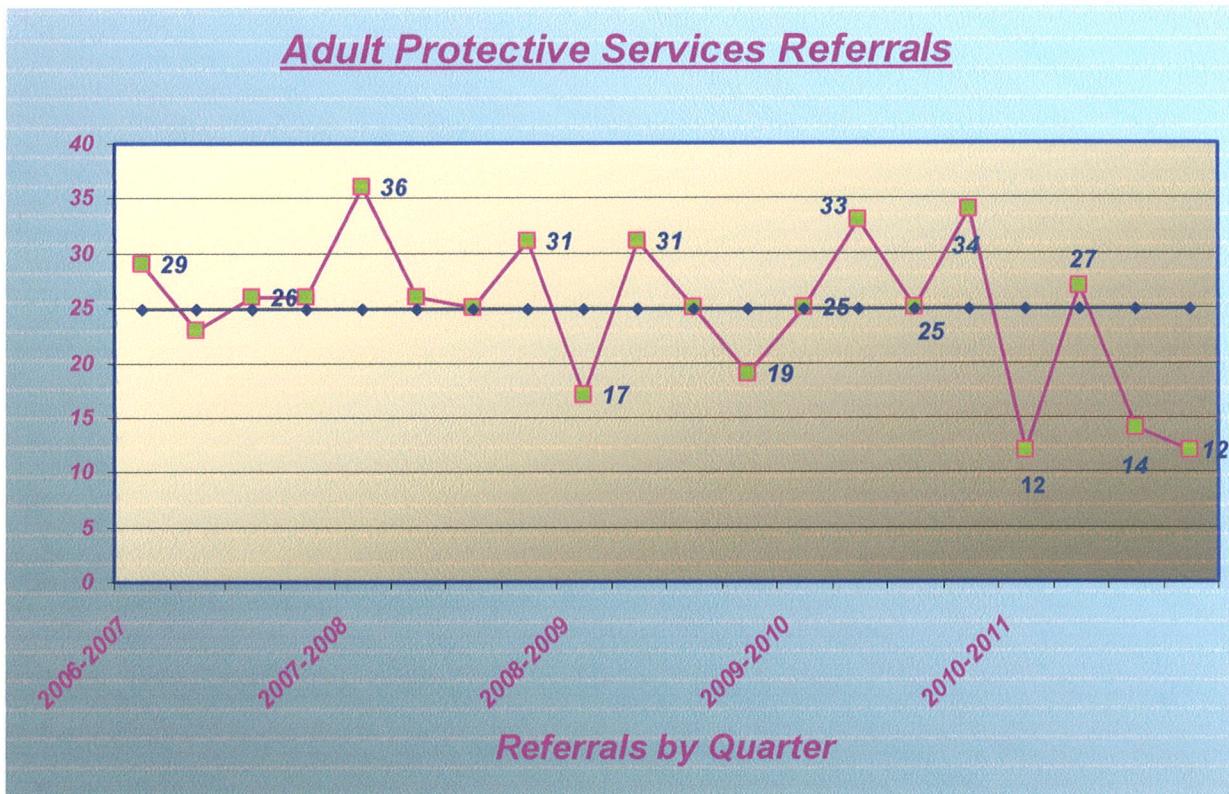
The goal of the Child Welfare System is first and foremost to secure a safe environment for children so that they are able to remain in or be quickly returned to their own home. The thirty-six month trend for children who are in our system projected downward and more recently has leveled off.



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

The average number of referrals for this program tends to be in the range of about 25 referrals per quarter. The most recent two quarters have had uncharacteristically low referral levels. We would expect that if trends stay true to the past, that we could expect an increase in the referral level during the next three months.

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 referrals we receive.

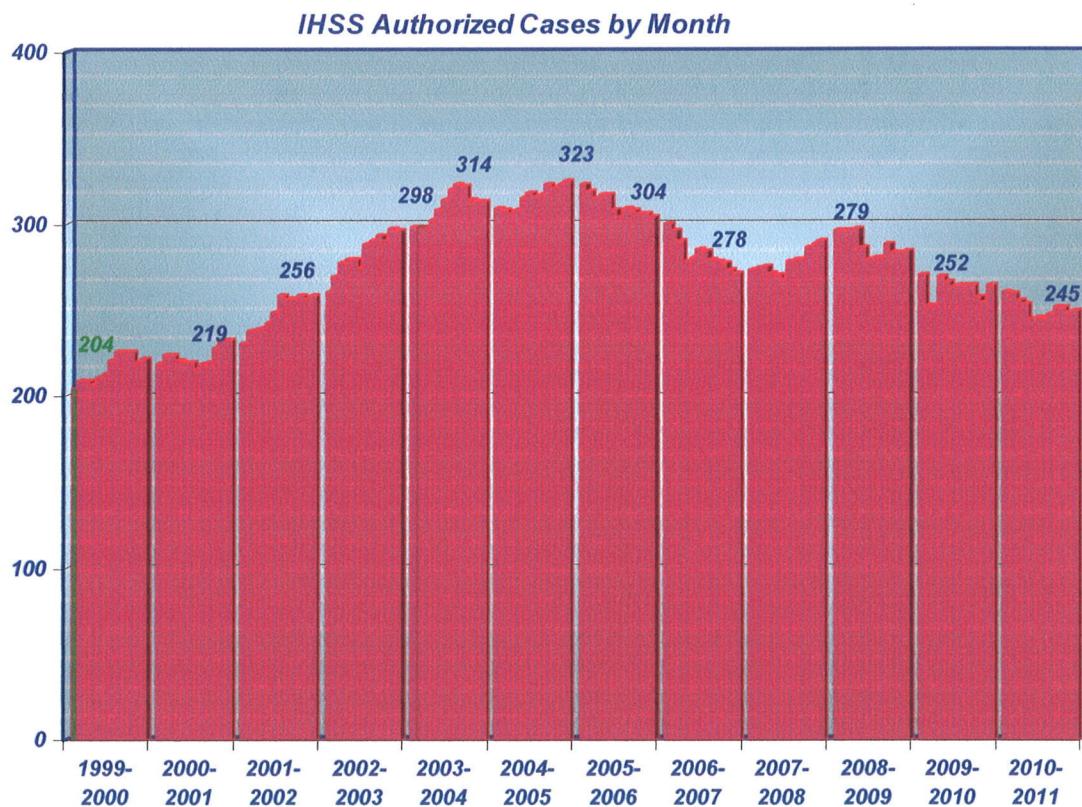


#### **D. In-Home Supportive Services (IHSS)**

Prior Trends reports indicated that the downward trend to the case count has likely been the result of reductions in hours for consumers that have higher levels of function. We also reported our belief that the impact of these reductions has leveled. The case count for the past ten months has been running in the range of 245-265 cases, a reduction of about 23% from the high count of 323 in June 2005.

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

<b>2008/2009</b>	<b>287</b>
<b>2009/2010</b>	<b>262</b>
<b>2010/2011</b>	<b>251</b>



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Sharon L. Reinert, Chief Probation Officer

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Plumas County Probation Department- 1446 E. Main Street, Quincy, CA 95971

DATE: September 6, 2011

TO: Honorable Board of Supervisors

FROM: Sharon L. Reinert, Chief Probation Officer

SUBJECT: SB678 Funding

### **Recommendation**

1. Approve acceptance of the SB678 grant money allocated from the State in the amount of \$423,933.
2. Approve Resolution for the FTE positions.

### **Background and Discussion**

As the Board is aware, approximately 40,000 prisoners are expected to be released from California prisons over the next two years. These prisoners will be released to the supervision of the Probation Department, pursuant to AB109 and the Board of Supervisor's resolution appointing the Probation Department as the supervising agency. The Probation Department has been allocated to receive this funding for the Evidence Based Probation Services program in the amount of \$423,933. The intent of this grant is to assist counties in utilizing evidence-based practices and to implement and maintain programs to manage this population without taxing local resources.

This funding source will be used to support the Probation Department's Adult High Risk Offender - Intensive Supervision caseload using evidence-based practices. This program will consist of the hiring of additional staff to assist in the management of the high-risk adult population, as recommended by the Community Corrections Partnership (CCP) Executive Committee on August 24, 2011, as well as maintain software licenses and on-going training for the STRONG risk and needs assessment



ADMINISTRATIVE OFFICE  
OF THE COURTS

Dear Chief Reinert,

According to the Department of Finance's calculations for the Governor's May budget revision, Plumas County qualifies for a ~~SB 678~~ probation failure reduction payment pursuant to Penal Code Section 1233.3.

Probation failure reduction payments are available to counties that reduced their Probation Failure Rate (PFR)<sup>32</sup> from the baseline years of 2006-2008 compared to the amounts in Calendar Year 2010. The data used to calculate the PFR for the baseline and for 2010 are included on the attached sheet.

The baseline PFR was calculated using a weighted average, with the most weight given to data from 2008. The Department of Finance used a weighted average to take into account an underlying trend in state prison revocations, which were generally declining over the 2006-2008 period.

The first year (FY2011-12) payment is calculated based on how many people you were expected to send to state prison based on your baseline rate that you did not send. For each person, Plumas County receives 45% of the marginal cost for incarcerating one person for a year, \$29,353.

Baseline PFR: 17.5%

2010 PFR: 4.2%

Plumas County's probation failure reduction payment is

~~\$423,933 in FY11-12~~

Because the average stay in state prison is longer than one year, you will receive an additional payment in FY2012-13. Your second year payment is based on an average state prison stay of 15 months. The Department of Finance and CDCR calculated this average based on a population of offenders that is representative of individuals sent from probation to state prison. The second year payment is therefore approximately three months worth of savings, or about one-quarter of your first year payment.

Your probation failure reduction payment will be paid in eight payments, starting in July 2011 and concluding in April 2013. The first four payments will together make up the FY2011-12 allocation, while the second four payments will include the FY2012-13 allocation as well as any additional monies earned under this program in the coming year. (All payment timelines are contingent on the timely passage of the 2011/2012 state budget.)

Thanks for all your work this year in making SB 678 such a success.

Kevin and Felicity

Community Corrections Program  
Administrative Office of the Courts  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688  
415-865-7850, Fax 415-865-8795, [communitycorrections@jud.ca.gov](mailto:communitycorrections@jud.ca.gov)

<sup>32</sup> Your PFR is the number of people on adult felony probation in your county that went to state prison during the period divided by a snapshot of the adult felony probation population during that period.



## PLUMAS COUNTY PROBATION DEPARTMENT

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SHARON L. REINERT, CHIEF PROBATION OFFICER

August 23, 2011

Chief Reinert,

Today during the regular meeting of the Plumas County Community Corrections Partnership, the Executive Committee voted unanimously to recommend to the Plumas County Board of Supervisors to authorize Probation to begin the recruitment process for additional department staff.

Respectfully,

A handwritten signature in black ink that reads "Monica Richardson".

Monica Richardson  
CCP Secretary