

BOARD OF SUPERVISORS

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

**AGENDA FOR MEETING OF OCTOBER 04, 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.

STANDING ORDERS

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

INVOCATION AND 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. 10:10 BOARD OF SUPERVISORS

- A. Board action to accept letter of resignation from Shawn Montgomery as Risk Manager, effective January 01, 2012.
- B. Discussion, possible action and/or direction to staff regarding request from Eastern Plumas Health Care for a loan from Plumas County of approximately \$175,000
- C. Reconsider request from Indian Valley Recreation & Parks District for Board approval to waive Building Permit Fees of \$7,226 for construction of the Indian Valley Resource Center. Discussion and possible action
- D. Adopt a **RESOLUTION** revising Resolution No. 07-7414 authorizing salaries for appointed department heads and appointed non-classified positions specifically Clerk of the Board. **Roll call vote**
- E. Response to 2010-2011 Plumas County Grand Jury Report. Discussion, possible action and/or direction to staff
- F. Correspondence
- G. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
- H. Appointments

CSAC BOARD OF DIRECTORS

Selection of Director and Alternate for 2011-2012 CSAC Board of Directors

2. 11:00 COUNTY ADMINISTRATIVE OFFICE – Jack Ingstad

Discussion and possible action regarding dissolution of Budget Committee

DEPARTMENTAL MATTERS

A. PUBLIC HEALTH AGENCY – Mimi Hall

- 1) Approve a Budget Transfer from Alcohol and Drug Department 70580 to Public Health Department 70560, in the amount of \$967,583, a total which reflects a revenue transfer of \$618,948 and an expenditure transfer of \$348,635; this action places fiscal and administrative responsibility for the California Alcohol and Drug Programs Negotiated Net Agreement for the Substance Abuse Prevention and Treatment block grant within the existing organizational structure of the Public Health Department, rather than operating the former Alcohol and Drug Department. **Four/fifths required roll call vote**
- 2) Approve a Supplemental Budget in Alcohol and Drug Department 70630 of \$59,183 in revenues and \$21,569 in expenditures; this action will correctly match Comprehensive Drug Court Programs final grant approved budgets and allocations to the county budget and will serve as a placeholder budget subject to AB 118 Realignment during the FY11-12. **Four/fifths required roll call vote**
- 3) Approve supplemental budget of \$6,250 for unanticipated revenues from the California Department of Veterans Affairs. **Four/fifths required roll call vote**

B. **COUNTY COUNSEL** – Craig Settemire

Presentation of Plumas County Volunteer Policy. Discussion and possible action to adopt

C. **DISTRICT ATTORNEY** - David Hollister

Legal and substantive update on the Criminal Justice Realignment (AB 109) as a preview of the Action Plan to be presented to the Board of Supervisors on October 11, 2011

3. 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 September 2011

B. **SHERIFF**

Authorize the Auditor to pay prior fiscal year invoices for “MedCom” communications equipment on Mt. Hough and Red Hill

C. **PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Director of Public Health to sign agreement between Plumas County and Chico Research Foundation to provide Nutrition and Transportation services to senior citizens for FY 2011-2012
- 2) Approve and authorize the Director of Public Health to sign Lease Agreement between Plumas County and Scott Tanner Business Equipment for copy machines and printer services
- 3) Approve and authorize the Chair to sign Cooperative Agreement No. FRC1112PCPHA between Plumas County and Feather River College to provide various health care services to students
- 4) Adopt **RESOLUTION** to contract with the California Department of Health Services, STD Control Branch for communicable disease control and prevention
- 5) Adopt **RESOLUTION** to accept Amendment No. A03 to Agreement with the State Department of Health Services for the Medi-Cal Administrative Activities Program for FY 2010-2012, and authorize the Director of Public Health to sign standard agreements and certifications
- 6) Approve and authorize the Chair to sign service agreement with Carol Casaday of \$10,000 or more for FY 2011-2012
- 7) Approve and authorize the Chair to sign multi-year service agreements with Plumas Rural Services; Roundhouse Council; Plumas County Children and Families Commission; Plumas Crisis Intervention and Resource Center; Seneca Hospital District; Eastern Plumas Health Care; and Plumas District Hospital for activities related to Medi-Cal Administrative Activities Program

D. **AIRPORTS**

- 1) Award construction contract of \$209,902 to Hat Creek Construction for paving work at Rogers Field Airport, and authorize the Chair to sign
- 2) Award construction contract of \$298,236 to Cal Electro Inc. for electrical work at Gansner and Nervino Airports
- 3) Award construction contract of \$316,613 to Hat Creek Construction for rehabilitation of pavement joints and remarking of airfield surfaces at Nervino and Gansner Airports

E. **FACILITY SERVICES**

- 1) Authorize the Director of Facility Services to execute lease with Graeagle Land and Water Company for the Mohawk Resource Center
- 2) Approve Plumas County participation in Phase 2 of the PG&E funded Green Communities Program

F. PROBATION

Approve supplemental budget of \$423,933 for acceptance of SB 678 grant money (unanticipated revenue); and adopt a **RESOLUTION** to amend the Plumas County Position Allocation for Budget Year 2011-2012. **Four/fifths required roll call vote**

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel – Initiation of litigation pursuant to Subdivision (c) of Government Code § 54956.9 – one case
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Department Employees Association, Operating Engineers Local #3, and Confidential Employees
- D. Conference with Legal Counsel: Public employee discipline/dismissal/release with regard to the Alcohol & Drug Department (Govt. Code §54957(b))

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, October 11, 2011, Board of Supervisors Room 308, Courthouse, Quincy, California.



OFFICE OF THE
AUDITOR/CONTROLLER
FOR THE
COUNTY OF PLUMAS

520 Main Street, Room 205
Quincy, California 95971-9115

SHAWN MONTGOMERY
AUDITOR/CONTROLLER

Direct: (530) 283-6246
Fax: (530) 283-6442
smontgomery@countyofplumas.com

IA

September 21, 2011

Honorable Board of Supervisors
520 Main Street
Quincy, CA 95971

RE: Risk Manager

Dear Honorable Board Members,

Effective January 1, 2012, I am resigning from the position of Risk Manager.

I want to thank the Board for giving me the opportunity to serve as the County's Risk Manager for the past two years.

Please be assured that I will assist the Board and the new Risk Manager in making sure that this transition has little or no impact on the County.

Sincerely,

A handwritten signature in cursive script that reads "S. Montgomery".

Shawn Montgomery, Auditor/Controller
(530)283-6248 smontgomery@countyofplumas.com
Plumas County Auditor/Controller
520 Main Street Rm#205
Quincy, CA 95971

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PLUMAS COUNTY SPECIAL DISTRICT LOAN POLICY AND PROCEDURAL GUIDELINES FOR LOAN APPLICATIONS

General:

- Applicants shall attempt to secure a loan with at least two other lending institutions prior to approaching the County.

Rationale: Loans from the County should be granted as a last resort. County loans requested for the purpose of obtaining a lower interest rate are discouraged.

- Loans shall not exceed an amount equal to 75% of the district's property tax revenue from the prior fiscal year.
- Security shall be required for all loans. This includes security in the form of tangible assets, such as property, and the district's future property tax allocation. The district shall make a pledge of collateral as authorized by Govt. Code § 5450, et. seq.
- Loans shall be limited to terms of six months or less.

Rationale: This prevents county funds from being encumbered for long periods of time.

- Prior to presentation to the Board, the Treasurer/Tax Collector will verify that the County has ample cash on hand.

Rationale: No loans shall be made if the County has inadequate cash reserves. In addition, from June to October, the County generally will not make loans in large amounts due to the fact that the County has less cash on hand during these months.

- If required by law, loans shall be given at the same rate as earned on County's funds. If not required by law, the interest rate shall be set at one-half percent lower than the prime interest rate.
- The loan application/request shall be accompanied by a resolution from the District's Board requesting the loan or authorizing staff to proceed with the loan request.

Loan Application Procedure:

- Applicant shall present a request for a loan to the County Administrative Office at least one month prior to the need to receive funds.
- The loan request shall describe the need for funding, the current financial obligations of the district, and the identified revenue source for loan repayment. The application shall also contain three years audited financial statements, copies of two other loan applications, and the reasons why such applications were rejected.
- If loan is recommended by Debt Advisory Committee, County Counsel shall review/create loan document prior to matter being set for the Board's agenda. The contract shall state that upon default, repayment shall occur from the entity's property tax allocation and the security guaranteeing the loan, that repayment shall have priority over all other obligations of the district's property tax apportionment, and that the entity agrees to pay all costs that may result from the County's efforts in obtaining full payment, including attorney's fees.
- The Board shall be presented with loan application after the request has been reviewed by Debt Advisory Committee and the loan document has been approved by County Counsel.

APPROVED BY BOS ON 7/12/2005



INDIAN VALLEY RECREATION & PARK DISTRICT

PO Box 928 Greenville, CA 95947

<http://www.abetterdesign.bizland.com/ivrpd/>

lc

*"Providing recreational and community opportunities throughout Indian Valley
for residents and visitors of all ages"*

To: Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971

Program Director

Dawnnette Dryer

Board of Directors

Don Williamson
Board Chair

Erika Brenzovich
Treasurer

Lindsay Buis-Kelley

Matt Cerney

Re: Building Permit Fees for Indian Valley Community Center

September 26th, 2011

Dear Plumas County Board of Supervisors,

The Indian Valley Community Center was opened to the public in December, 2010. The Community Center is now a hub of activity, directly serving residents of the community with a variety of classes, meetings, public forums, and programs. For example, we host "teen nights" on Fridays, giving local teens a safe, alcohol and drug free environment to interact with their peers-these teen nights are chaperoned by local parents and volunteers. We provide affordable art, gymnastics, and gardening classes for toddlers and younger kids, while the Taylorville Pool offers aerobics classes designed just for seniors. Our volunteers and instructors work hard to provide these classes to residents, with little outside financial support.

Today, the Indian Valley Recreation and Park District is at a crossroads. After hundreds of volunteer hours were donated to build the center and run the Taylorville Pool, we still owe Plumas County \$7,262 in back permit fees. We do not have funding to pay for these fees, and are requesting that they be waived by the Board and/or paid through "Professional Services" funds under direction of the BOS. If we are unable to have these fees paid, we will likely have to close the doors of the Community Center this October.

While we wish circumstances were different, fundraising has been very difficult during the on-going recession-we have had to focus all of our resources on basic operating costs, just to keep the lights on and programs going. IVRPD does bring in hundreds of hours of volunteer service, activities, and affordable programs to residents of the county; without IVPRD, these services and programs would not otherwise be provided. These programs are helping to keep people healthy, teenagers out of trouble, and our community viable. Unfortunately, these non-monetary values that the Indian Valley Community Center brings to local residents can't be used to pay off these building permit fees...we are asking for your help...

Thank you for your assistance and understanding,

IVRPD Board Chair

IVPR Projects and Programs

Taylorville Swimming Pool and Tennis Courts • Nuksa Te Playground •

Indian Valley Community Center • Peters Creek Trail • Greenville

Community Garden

4.  **ENVIRONMENTAL HEALTH** – Jerry Sipe

A. Approve supplemental budget of \$52,000 for FY 2010-2011 for increase in Environmental Health revenue; and adopt **RESOLUTION** to amend the Plumas County Position Allocation for Budget Year 2010-2011 within the department of 20550 Environmental Health.

Supplemental Budget (\$52,000)

Motion: Action: Approve, **Moved** by Supervisor Meacher, **Seconded** by Supervisor Simpson.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Meacher, Supervisor Olsen, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

Resolution No. 10-7658

Motion: Action: Approve, **Moved** by Supervisor Meacher, **Seconded** by Supervisor Simpson.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Meacher, Supervisor Olsen, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

B. Approve addendum to Memorandum of Understanding with the Flood Control District for Sierra Valley wells project, and authorize the General Manager and Environmental Health Director to sign.

Motion: Action: Approve, **Moved** by Supervisor Swofford, **Seconded** by Supervisor Simpson.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Meacher, Supervisor Olsen, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

5.  **2002 RESOURCES BOND ACT – PROP 40** – Robert Hiss

Appropriate \$1,684 from the General Fund Contingency to the Prop 40 Delleker Pond budget to meet expenses and complete the project.

In the absence of Robert Hiss, John Streeter Manager of Grizzly Lake Resort Improvement District addresses the Board.

Motion: Action: Approve appropriation from the General Fund Contingency of \$1,684, **Moved** by Supervisor Swofford, **Seconded** by Supervisor Olsen.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Meacher, Supervisor Olsen, Supervisor Simpson, Supervisor Swofford, Supervisor Thrall.

Following discussion, Supervisor Swofford and Supervisor Olsen agree to reimburse the General Fund Contingency from their Community Service Funds for Board action on November 02, 2010

6.  **INDIAN VALLEY RECREATION & PARKS DISTRICT** – Don Williamson

Request for Board approval to waive or suspend Building Permit Fees of \$7,226 for construction of the Indian Valley Resource Center.

Motion: defer payment of \$7,226 to a date to be determined and no longer than one calendar year; and authorize the Building Department to issue a temporary Certificate of Occupancy as recommended,

Action: Approve, **Moved** by Supervisor Meacher, **Seconded** by Supervisor Olsen.

Vote: Motion passed (**summary:** Yes = 3, No = 2, Abstain = 0).

Yes: Supervisor Meacher, Supervisor Olsen, Supervisor Swofford.

No: Supervisor Simpson, Supervisor Thrall.

Jasen Moghaddas 6**INDIAN VALLEY RESOURCE CENTER**

PHONE: 530-284-1560 FAX: 530-284-1676

430 MAIN STREET, P.O. BOX 686 GREENVILLE, CA. 95947

FACSIMILE TRANSMITTAL SHEET

TO: Nancy	FROM: Josie Litchfield
COMPANY: IVRPD	DATE: 10/12/10
FAX# 283-6288	# OF PAGES INCLUDING COVER SHEET 2

PHONE # (530) 394-8335

REGARDING: Board of Supervisors Request

<input type="checkbox"/> URGENT	<input type="checkbox"/> FOR REVIEW	<input type="checkbox"/> PLEASE COMMENT	<input type="checkbox"/> PLEASE REPLY
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NOTES/COMMENTS:

Please feel free to contact me with any questions or concerns.

Thank you,

Josie Litchfield



INDIAN VALLEY RECREATION & PARKS DISTRICT
PO Box 928 Greenville, CA 95947

*"Providing recreational and community opportunities throughout Indian Valley
for residents and visitors of all ages"*

Plumas County Board of Supervisors
Attn: Supervisor Robert Meacher, District 2
520 Main Street, Room 309
Quincy, CA. 95971

October 10th, 2010

Dear Supervisor Meacher and Fellow Plumas County Supervisors,

The Indian Valley Department of Recreation and Parks has nearly completed construction of the Indian Valley Community Center in Greenville. There is such a demand for classes that we have already began enrolling and holding classes off-site until construction is complete. These include children's gymnastics, yoga, dance, martial arts and fencing, with the list growing every week. To date, all classes offered have exceeded enrollment capacity. The center has generated local jobs for our program director and instructors, but more importantly, has generated excitement among local residents and families who are looking forward to having a safe, ADA accessible place for kids to play, community groups to gather, and for the community to hold public functions.

In conversation with John Cunningham, we learned that we currently owe the Plumas County Building Department \$7,226 in building permit fees. These were fees incurred as part of the normal building permit process, though payment was deferred until building completion. We are nearly prepared for our final inspection and after several years of construction, thousands of hours of volunteer work, and multiple fundraisers we, as a special district with limited funding, simply do not have the cash in the bank to pay these fees. Without paying these fees, we cannot receive our occupancy permit and without the occupancy permit, we cannot hold classes or generate revenue. We would, in all likelihood, need to shut our doors for at least a year while we try to raise these funds. If the Supervisors vote not to waive the fees, the Indian Valley Recreation and Parks District requests that we be able to pay the fees at a future date, once the facility is open, and we are generating income from our many classes, tenants, and events.

We, the Board of Directors, are asking the Plumas County Board of Supervisors to waive these outstanding permit fees. Waiving these fees will be of immediate and direct benefit to the community; allowing us to serve hundreds of local children and adults with existing IVRPD resources, including a generous scholarship fund created by a Sierra Health Foundation grant that we received this spring. With your support, we will open our doors in November and immediately begin offering programs to residents of all ages and incomes in the Indian Valley.

Thanks for your consideration of this request,

Don Williamson
Board Chair
Josie Litchfield
Treasurer

Lindsay Buis-Kelley
Secretary

Jason Moghaddas
Board Member

Dawnette Dryer
Program Director

IVPR Projects and Programs

**Greenville Park and Ball Fields • Taylorsville Swimming Pool and Tennis
Courts • Nuksa Te Playground • Indian Valley Community Center • Peters
Creek Trail • Greenville Community Garden**



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

September 19, 2011

TO: Chairs, Boards of Supervisors
FROM: Paul McIntosh, Executive Director

SUBJECT: Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are elected by their respective boards of supervisors to one-year terms of office commencing with the first day of the CSAC annual conference. This year that will be on November 29, 2011. Any member of your Board of Supervisors is eligible for the directorship.

CSAC's Board of Directors holds its first meeting of each year at the association's annual conference in November. **Thus, it is important that your county has its newly appointed board representative at this first meeting.** Enclosed is a list of current directors, along with a form for use in notifying us of your Board's appointment.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2012 Executive Committee and to conduct other business. Details of these meetings will be sent to you at a later date. **Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.**

If you have any questions or need further information, please contact Sue Ronkowski of my staff at 916.327.7500 x508 or e-mail sronkowski@counties.org.

Enclosures

cc: 2011 Board of Directors
Clerks, Board of Supervisors



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

JA1.2.

Mimi 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 Fax
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Date: September 26, 2011

To: Honorable Board of Supervisors

From: Mimi Hall

Re: Board of Supervisors Agenda Item for October 4, 2011

Description/Recommendation:

- 1) Approve a Budget Transfer from Alcohol and Drug Department 70580 to Public Health Department 70560, in the amount of \$967,583, a total which reflects a revenue transfer of \$618,948 and an expenditure transfer of \$348,635; this action places fiscal and administrative responsibility for the California Alcohol and Drug Programs Negotiated Net Agreement for the Substance Abuse Prevention and Treatment block grant within the existing organizational structure of the Public Health Department, rather than operationalizing the former Alcohol and Drug Department.
- 2) Approve a Supplemental Budget in Alcohol and Drug Department 70630 of \$59,183 in revenues and \$21,569 in expenditures; this action will correctly match Comprehensive Drug Court Programs final grant approved budgets and allocations to the county budget and will serve as a placeholder budget subject to AB 118 Realignment during the FY11-12.

History and Background:

As the Board may recall, on June 21, 2011, it approved an Agreement with the California Department of Alcohol and Drug Programs (ADP) for county alcohol and drug services, establishing the Board's decision to provide alcohol and drug services after nearly three years after the closure of the County Alcohol and Drug Department. Along with this action, the Board appointed the Director of Public Health as the designated Administrator responsible for executing the Agreement and to oversee publicly funded alcohol and drug (A&D) services in Plumas County.

A committee consisting of the County Administrative Officer, County Counsel, Supervisor Meacher and Supervisor Simpson examined the possibility of providing county alcohol and drug services with ADP Substance Abuse Prevention and Treatment (SAPT) block grant funding and recommended to the Board to pursue such an effort. The committee held a series of discussions with ADP senior staff and county stakeholders. To avoid a repeat of the failure of the former county A&D department, the committee first pursued a Joint Powers Agreement with Lassen County. When the timing proved poor for Lassen County to enter into a JPA, the committee then considered subcontracting the entire state agreement to one or more outside organizations. Discussions with ADP and county counsel opinion revealed that contracting out A&D SAPT block grant services would not relieve the county of any programmatic or fiscal liability incurred by subcontractors.

In the end, Plumas County Public Health Agency emerged as the most practical county department to implement ADP funded services, as the federal and state models of comprehensive alcohol and drug services are grounded in core public health functions. When the committee first approached the Director of Public Health regarding administrating ADP programs, discussion ensued about PCPHA's ability to provide the required functions of the ADP grant within the department's existing infrastructure. PCPHA already provides comprehensive programs and services in Prevention, Perinatal Services, and HIV/AIDS, which are three of the four major funding areas of the SAPT block grant. In addition, PCPHA has expertise and experience in subcontracting for specialty services with multiple licensed providers, making the agency a likely candidate to oversee provider subcontracts for alcohol and drug counseling and treatment services, the fourth and largest pot of funding from ADP.

PCPHA employees perform duties funded by the ADP SAPT block grant funding because the public health principles serving as the foundation for SAPT requirements are well aligned with the health department's current programs in public health prevention, HIV specialty care, and perinatal services, which are all key program areas in ADP grants. The Public Health staff utilizes its expertise and knowledge in core public health practice, within their existing job classifications and organizational structure, to conduct planning and implement appropriate services in these focus areas.

There has been no policy decision to create a behavioral health division within PCPHA or to re-open the former Alcohol and Drug Department. Since Public Health job classifications specializing in A&D treatment do not currently exist, all counseling and treatment functions related to the ADP SAPT block grant will be contracted to outside providers. Like any other new grant or stream of funding the department receives, PCPHA staff members perform duties related to ADP funding within their existing job classifications. Staff track personnel hours, services and supplies appropriately to SAPT funding streams as they do to numerous other funds that are blended across FTE's to provide comprehensive community services.

In terms of fiscal and contract oversight capacity, PCPHA's Department Fiscal Officer II and Grants Compliance Officer have a proven track record of managing and tracking compliance with subcontractors utilizing licensed clinical staff under state and federal Agreements. These staff members also work within their existing duties and classifications to manage the ADP grants. The DFO II collaborated diligently with ADP earlier this fiscal year to complete a complex cost report of FY 08-09, tracking all county A&D Department revenues and expenditures to allowable ADP funding and expenditure categories, relieving the county of an audit exception of approximately \$139K. This project required extensive training and technical assistance from ADP fiscal management staff and provided an opportunity for PCPHA staff to understand the requirements of fiscal and cost reporting and the appropriate county records to complete such reporting, at the start of administrating ADP services, rather than after the close of the fiscal year.

State Level Changes in Alcohol and Drug Programs:

Three initiatives at the state level are aligned with a local policy decision to organize ADP funded services under PCPHA:

1. By the end of FY 11-12, all ADP Drug Medi-Cal functions will be re-organized under the California Department of Health Care Services, closing that division of ADP
2. AB 118 Realignment will shift Comprehensive Drug Court Grants and other ADP state general fund services from their current contracts to Realignment funding

3. By the end of FY 12-13, ADP will be disassembled and the remaining federal block grant functions will be re-organized under another unit within the California Department of Health and Human Services. Key state departments being discussed to oversee the ADP Substance Abuse Prevention and Treatment block grant include California Department of Health Care Services, California Department of Public Health and the California Department of Social Services.

In summary, it is recommended that ADP SAPT block grant administered by PCPHA be financially structured as grants within the public health department. First, this creates a budget structure that reflects the fidelity of the PCPHA current fiscal and organizational structure with respect to the provision of FY 11-12 ADP programs and services. Secondly, this budget structure makes clear that the former A&D department is not operationalized with budgeted revenue, services, supplies, or newly allocated staff as services are managed by an existing county department and treatment services will be contracted to outside providers. Lastly, changes at the state level indicate that the ADP department will no longer exist, and current programs and funding will be a) realigned and b) re-organized into California Department of Health Care Services and/or another state Health and Human Service Department such as California Department of Public Health. Additionally, Comprehensive Drug Court Programs are recommended to remain in the existing Alcohol and Drug Department 70630 as funds related to these programs will be redirected to a realignment subaccount during FY11-12.

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

cc: Elliott Smart, Director of Social Services
John Sebold, Director of Mental Health
Greg Hagwood, Sheriff
Sharon Reinert, Chief Probation Officer
David Hollister, District Attorney
Shawn Montgomery, Auditor
Ira Kaufman, Superior Court Judge
Deborah Norrie, Court Executive Officer

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Plumas County Public Health Agency Dept. No. 70630 Date 9/23/2011

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

2. TRANSFER FROM

TRANSFER TO:

3. SUPPLEMENTAL BUDGET

3. SUPPLEMENTAL BUDGET		Department:	Fund:#	
Revenue	Dept. #	Acct. #	Account Name	\$ Amount
Accounts	70630	44226	State Drug Court	\$ 1,969.00
	70630	44290	State Other	\$ (30,000.00)
	70630	44408	ARRA	\$ (30,386.00)
	70630	48003	Transfer	\$ 101,410.00
	70630	48004	Transfer	\$ 16,190.00
				Total \$ 59,183.00
Expenditure	Dept. #	Acct. #	Account Name	\$ Amount
	70630	521900	Professional Ser	\$ 24,569.00
	70630	527500	Travel	\$ (3,000.00)
				Total \$ 21,569.00

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

A) To correctly budget the Drug Court Program

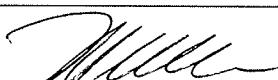
B) Actual funding amount unknown at time of original budget adoption

C) funding for 2011/12

D) N/A

5. Approved by Signing Authority:
(Account Balances Checked)

Yes No



9/23/11
Date

6. _____ /Approved _____ /Disapproved

/Recommended _____ /Not recommended

Date:

County Administrative Officer: _____
Signature

7. Board Approval Date: _____
Agenda Item No. _____

Clerk of the Board

8. Entered by Auditor/Controller:
Date Approved: _____
Signature

INSTRUCTIONS

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

FUNCTION: 4 HEALTH & SANITATION
ACTIVITY: 24 HEALTHFUND: 0016 ALCOHOL & DRUG
DEPARTMENT: 70630 DRUG COURT (A&D)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
ACCOUNT		2009-10 BUDGET	2009-10 ACTUAL	2010-11 BUDGET	2010-11 ACTUAL	REQUESTED	RECOMMENDED	APPROVED
44 STATE & FEDERAL AID								
44226	STATE - DRUG COURT				0		190,677	✓
44290	STATE-OTHER	DEPT WANTED A TRANSFER--COURTS IS NOT COUNTY SO HAS TO BE A REAL REVENUE ITEM			0		30,000	✓
44408	FEDERAL STIMULUS (ARRA)	→ Prior 45 - Nothing this year			0		30,386	✓ NOT Paying 36 Prop from Courts
*44 STATE & FEDERAL AID								
48 TRANSFER								
48003	TRANSFER	Actual Transfer (103,078)					-204,487	
48004	TRANSFER	No longer happening					-16,190	
*48 TRANSFER								
*70630 REVENUES								
52 SERVICES & SUPPLIES								
521900	PROFESSIONAL SVC	Actual 89,569.			0		65,000	
527500	TRAVEL- OUT OF COUNTY	Not needed			0		3,000	
*52 SERVICES & SUPPLIES								
*70630 EXPENDITURES								
*70630 DRUG COURT (A&D)								
	EXPENDITURES				0		68,000	
	LESS REVENUES				0		30,386	
	PRIOR YEAR FUND BALANCE				0		37,614	

Reconciliation of Drug Court Budget

Dept 70630	Currently Budgeted	Actual Budget	Adjustment Needed
Acct			
		126,270.00	Drug Court Partnership
		39,153.00	Comp Drug Court Implementation
		<u>27,223.00</u>	Remaining balance from courts
		<u>192,646.00</u>	<u>1,969.00</u>
44226	190,677.00		
44290	30,000.00	0	(30,000.00)
44408	30,386.00	0	(30,386.00)
48003	(204,487.00)	(103,077.00)	101,410.00
48004	(16,190.00)	0	16,190.00
			-
			TOTAL 59,183.00
521900	65,000.00	89,569.00	24,569.00
527500	3,000.00	-	(3,000.00)
			TOTAL 21,569.00

PART XV

DRUG COURT PARTNERSHIP
PROPOSED BUDGET REQUEST

Mail Completed Form To:

Complete the following as noted on the Notice of Grant Award:

Department of Alcohol and Drug Programs
Office of Criminal Justice Collaboration
Attn: Drug Court County Analyst
1700 K Street, 5th Floor
Sacramento, CA 95811-4037
(916) 445-7456
Fax (916) 327-9285

County: Plumas Grant Award # DCP-11/12-32

Grantee: Plumas County Public Health Agency

Address: 270 County Hospital Rd. Suite 206

City/Zip: Quincy, CA 96971

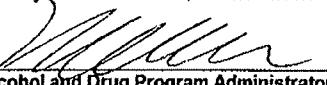
Phone: (530) 283-6337 Email Address: mimihall@countyofplumas.com

Grant Award Year 2011-12

Adult Drug Court Budget

BUDGET LINE ITEMS	A Proposed Treatment and Related Costs	B Non-Treatment Related Costs	C 10/20 Percent Match Requirement	D Total Treatment and Related Costs and Non-Treatment Related Costs (Do not include Match Amount)
Personnel	\$ 52,875.00	\$ -	\$ 23,782.00	\$ 52,875.00
Fringe Benefits	\$ 12,642.00	\$ -	\$ 1,492.00	\$ 12,542.00
Travel	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Training	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 6,711.00	\$ -	\$ -	\$ 6,711.00
Contractual Services	\$ 34,333.00	\$ 5,400.00	\$ -	\$ 39,733.00
Indirect Costs	\$ 12,609.00	\$ -	\$ -	\$ 12,609.00
Grand Total	\$ 108,261.00	\$ 18,009.00	\$ 25,254.00	\$ 126,270.00

I hereby certify that all costs are consistent with the Terms and Conditions of the grant award.

X 
County Alcohol and Drug Program Administrator
(Please use blue ink for original signature)

Date: 8/31/11

Mimi Hall-Director-Plumas County Public Health Agency

Please print name of Administrator

Department of Alcohol and Drug Programs Office of Criminal Justice Collaboration

Approved:

Drug Court County Analyst
(Please use blue ink for original signature)

Date: / /

Please print name of County Analyst

PART XI

COMPREHENSIVE DRUG COURT IMPLEMENTATION
PROPOSED BUDGET REQUEST

Mail Completed Form To:

Department of Alcohol and Drug Programs
Office of Criminal Justice Collaboration
Attn: Drug Court County Analyst
1700 K Street, 5th Floor
Sacramento, CA 95811-4037
(916) 445-7456
Fax (916) 327-9285

Complete the following as noted on the Notice of Grant Award:

County: Plumas Grant Award # CDCL-11/12-32
Grantee: Plumas County Public Health Agency
Address: 270 County Hospital Rd. Suite 206
City/Zip: Quincy, CA 95971

Phone: (530) 283-6337 Email Address: mimihall@countyofplumas.com

Project Year 2011-12

Section I - Adult Drug Court Budget

BUDGET LINE ITEMS	A Proposed Treatment and Related Costs	B Non-Treatment Related Costs (Must be less than 15% of total allocation)	C 10/20 Percent Match Requirement	D Total Treatment and Related Costs and Non-Treatment Related Costs (Do not include Match Amount)
Personnel	\$ 15,204.00	\$ -	\$ 5,247.00	\$ 15,204.00
Fringe Benefits	\$ 6,020.00	\$ -	\$ 2,584.00	\$ 6,020.00
Travel	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Training	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 2,848.00	\$ -	\$ -	\$ 2,848.00
Contractual Services	\$ 9,168.00	\$ -	\$ -	\$ 9,168.00
Indirect Costs	\$ -	\$ 3,815.00	\$ -	\$ 3,815.00
Subtotal of Section I	\$ 35,238.00	\$ 3,915.00	\$ 7,831.00	\$ 39,153.00

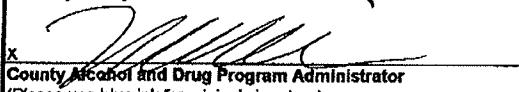
Section II - Juvenile Drug Court and Dependency Drug Court

BUDGET LINE ITEMS	A Proposed Treatment and Related Costs	B Non-Treatment Related Costs (Must be less than 15% of total allocation)	C 10/20 Percent Match Requirement	D Total Treatment and Related Costs and Non-Treatment Related Costs (Do not include Match Amount)
Personnel	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Other Administration Costs	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -
Contractual Services	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -
Subtotal of Section II	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL (Total of Section I and Section II)	\$ 35,238.00	\$ 3,915.00	\$ 7,831.00	\$ 39,153.00

Additional Information:

1. Section I is restricted to funds serving adult convicted felons.
2. Section II line item budget must be equal to or less than funds dedicated to juvenile and dependency drug courts as of May 20, 2003.
3. Grand total must equal the county's combined subtotal amounts for Section I and Section II.

I hereby certify that all costs are consistent with the Terms and Conditions of the grant award


X
County Alcohol and Drug Program Administrator
(Please use blue ink for original signature)

Date: 8/31/11

Mimi Hall - Director Plumas County Public Health

Please print name of Administrator

Department of Alcohol and Drug Programs Office of Criminal Justice Collaboration

Approved:

Drug Court County Analyst
(Please use blue ink for original signature)

Date: / /

Please print name of County Analyst

Robinson, Debbie

From: Barbara Palmerton [bpalmerton@countyofplumas.com]
Sent: Tuesday, August 30, 2011 8:44 AM
To: Robinson, Debbie
Cc: Hall, Mimi
Subject: Re: CDCI Rollover

Sorry I thought Debbie Norrie was providing this. \$27,223.
Barbara

----- Original Message -----

From: Robinson, Debbie
To: bpalmerton@countyofplumas.com
Cc: Hall, Mimi
Sent: Tuesday, August 30, 2011 8:27 AM
Subject: CDCI Rollover

Good morning Barbara,
Did you have an ending figure for the CDCI rollover yet?
Thanks, Debbie

Debbie Robinson
Plumas County Public Health Agency
Department Fiscal Officer

Stake grant funds
Available to
invoice for
CDCI July 1, 2011
through Dec. 31, 2011

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

TRANSFER NUMBER
(Auditor's Use Only)

Department: Plumas County Public Health Agency Dept. No. 70560 Date 9/23/2011

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

2. TRANSFER FROM

TRANSFER TO:

FUND #	DEPT #	ACCT #	NAME OF BUDGET ITEM	\$ AMOUNT
0015	70560	44101	State Aid-Alcohol	\$ 30,607.00
0015	70560	44144	State Aid-Perinatal A&D	\$ 70,934.00
0015	70560	44516	Fed Block Grant	\$ 517,407.00
0015	70560	520201	Phones	\$ 1,166.00
0015	70560	520210	Postage	\$ 200.75
0015	70560	520215	Answering Ser	\$ 138.00
0015	70560	520234	Printing Supplies	\$ 195.00
0015	70560	520250	Copy Machine Lease	\$ 220.00
0015	70560	520290	Postage Mach Lease	\$ 122.00
0015	70560	520901	Office Equip Main	\$ 135.00
0015	70560	520902	Vehicle Maint	\$ 152.00
0015	70560	521800	Office Expe	\$ 2,266.00
0015	70560	521900	Professional Ser	\$ 331,465.25
0015	70560	523000	Promotional Mat	\$ 2,550.00
0015	70560	523300	Educational Mat/Incen	\$ 2,000.00
0015	70560	527400	In County Travel	\$ 700.00
0015	70560	527500	Special Travel	\$ 5,925.00
0015	70560	527750	In County Hosting	\$ 1,400.00
			Total	\$ 967,583.00

3. SUPPLEMENTAL BUDGET

3. SUPPLEMENTAL BUDGET		Department: _____	Fund: # _____	
Revenue Accounts	Dept. #	Acct. #	Account Name	
	_____	_____	_____	\$ Amount _____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
			Total \$ _____ -	
Expenditure	Dept. #	Acct. #	Account Name	
	_____	_____	_____	\$ Amount _____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
			Total \$ _____ -	

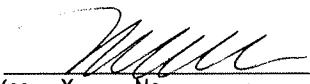
4. In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) To correctly budget the Alcohol and Drug Program

B) Originally budgeted in 70580 . Shifting to 70560

C) funding for 2011/12

D) N/A

5. Approved by Signing Authority:
(Account Balances Checked)  Yes No _____

9/23/11
Date

6 _____ /Approved _____ /Disapproved Date: _____

_____ /Recommended _____ /Not recommended

County Administrative Officer: _____

Signature

7 Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board

8 Entered by Auditor/Controller:

Date Approved: _____ Signature

INSTRUCTIONS

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

FUNCTION: 4 HEALTH & SANITATION
ACTIVITY: 24 HEALTHFUND: 0016 ALCOHOL & DRUG
DEPARTMENT: 70580 ALCOHOL & DRUG

(1) ACCOUNT	(2)	(3) 2009-10 BUDGET	(4) 2009-10 ACTUAL	(5) 2010-11 BUDGET	(6) 2010-11 ACTUAL	(7) REQUESTED	(8) RECOMMENDED	(9) APPROVED
42 FINES & PENALTIES								
42060 CO ALC ABUSE/PREV.1463.25		6,969			7,167	0		
*42 FINES & PENALTIES								
		6,969			7,167	0		
44 STATE & FEDERAL AID								
44101 STATE-AID FOR ALCOHOL						0	30,607	✓
44144 STATE-AID PERINATAL D&A						0	70,934	✓
44516 FED-BLOCK GRANT ALCOHOL						0	517,407	✓
*44 STATE & FEDERAL AID								
						0	618,948	*
45 CHARGES FOR SERVICES								
45272 CLIENT FEES DRUG/ALCOHOL		720			490	0		
45305 DRUG COURT FEE		1,016			1,027	0		
45330 DRUG PROG. FEE/DIVERSION		29,108			27,413	0		
*45 CHARGES FOR SERVICES								
		30,844			28,930	0		*
48 TRANSFER								
48000 TRANSFER						0	-270,313	
*48 TRANSFER								
						0	-270,313	*
*70580 REVENUES								
		37,813			36,097	0	348,635	*
52 SERVICES & SUPPLIES								
521900 PROFESSIONAL SVC						0	348,635	✓
*52 SERVICES & SUPPLIES								
						0	348,635	*
C CONTINGENCY								
528400 CONTINGENCIES			44,714			44,714	44,714	
*C CONTINGENCY								
			44,714			44,714	44,714	
*70580 EXPENDITURES								
			44,714			44,714	44,714	348,635
*70580 ALCOHOL & DRUG								
EXPENDITURES			44,714			44,714	44,714	348,635
LESS REVENUES		37,813			36,097	0		348,635
PRIOR YEAR FUND BALANCE		-37,813	44,714	-36,097	44,714	44,714		

Individual County Allocation Summary

Revised Preliminary Allocation

Exhibit C
Version 2.0

Funding Line	NOTICE DATE : 6/14/2011	FISCAL YEAR: 2011-12
COUNTY : PLUMAS	POPULATION: 20,428	
General Funds		
70 General Fund (GF) Drug Medi-Cal (DMC).....	\$0	
80c GF Ongoing Non-DMC.....	\$30,607	
40b Perinatal GF DMC.....	\$0	
41c Perinatal GF Ongoing Non-DMC.....	\$70,934	
41g Women and Children's Residential Treatment Services (WCRTS).....	\$0	
Total General Funds	\$101,541	
Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds		
50-11s SAPT Discretionary - FFY 2011 Award * (Spend by June 30, 2012).....	\$81,037	
50-12 SAPT Discretionary - FFY 2012 Award *.....	\$324,149	
50d-11s Prevention Set-Aside - FFY 2011 Award (Spend by June 30, 2012).....	\$19,069	
50d-12 Prevention Set-Aside - FFY 2012 Award.....	\$76,277	
50bc-11s Friday Night Live/Club Live - FFY 2011 Award (Spend by June 30, 2012).....	\$1,500	
50bc-12 Friday Night Live/Club Live - FFY 2012 Award.....	\$6,000	
51-11s HIV Set-Aside - FFY 2011 Award (Spend by June 30, 2012).....	\$1,875	
51-12 HIV Set-Aside - FFY 2012 Award.....	\$7,500	
52-12 Perinatal Set-Aside - FFY 2012 Award*.....	\$0	
45-12 Female Offender Treatment Program - FFY 2012 Award.....	\$0	
56-12 SAPT Special Projects - FFY 2012 Award.....	\$0	
Adolescent and Youth Treatment Funds - FFY 2012 Award*.....	\$0	
Total SAPT Block Grant FFY 2011 Award (Spend by June 30, 2012)	\$103,481	
Total SAPT Block Grant FFY 2012 Award (Spend by June 30, 2013)	\$413,926	
Total Allocations	517,407.00	
Special Note: County allocations are contingent on State and federal budget approval		
* Fund sources adjusted per SAPT Exchange Program		

CALIFORNIA DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS

ADP EN ESPAÑOL

[ADP Home](#) » [Prevention Home](#)

ADP Transition Initiatives

The Department of Alcohol and Drug Programs (ADP) staff is working on three initiatives related to departmental changes that are mandated or proposed by Governor Brown. As we work through these transitions, our goals are to keep stakeholders, providers and clients of substance use disorders and problem gambling services informed and to ensure that they are minimally impacted by these changes. The three transition initiatives are:

Initiative A: The transfer of Drug Medi-Cal services administration from ADP to the Department of Health Care Services (DHCS)

Initiative B: The realignment of four state programs and related funding to counties

Initiative C: Activities related to the proposal to eliminate ADP and place its functions in other state department(s)

Given the mandated timeline for the transfer of services in Initiative A, we have more related materials pertaining to it than the other two Initiatives. As documents become available on Initiatives B and C, they will be posted on this website.

ADP encourages your input on Initiatives B and C. Email comments to ADPTransitions@adp.ca.gov. Comments on Initiative A should be directed to DHCdrugmedi-caltransfer@chcs.ca.gov.

ADP Regional Stakeholder Meetings

ADP held five regional stakeholder meetings to solicit input on Initiatives B and C. Summary notes from these meetings are posted below. (Information on Initiative A, provided by DHCS, can be viewed [here](#).)

In addition to the regional stakeholder meetings, three additional meetings were convened for the Director's Advisory Council, providers of Prevention services, and Office of Problem Gambling stakeholders. Summary notes from these meetings are posted below.

Summaries of Comments

[Regional Community Stakeholders](#)

[Director's Advisory Council](#)

[Prevention Providers](#)

[Office of Problem Gambling \(meeting scheduled September 27, 2011\)](#)

Stakeholder Position Papers

The following links are comments from stakeholders regarding the three key initiatives and are provided with permission:

[Soroptimist House of Hope](#)

[California Association of Drinking Driver Treatment Programs \(CADDTP\)](#)

[Ranch Recovery Centers](#)

[California Association of Addiction Recovery Resources \(CAARR\)](#)

[Communities Against Substance Abuse \(CASA\)](#)

[UCLA Integrated Substance Abuse Programs](#)

[NAMI California](#)

[California Association of Alcohol and Drug Program Executives](#)

[California Opioid Maintenance Providers \(COMP\)](#)

[Avisa Group](#)

[Alpha Oaks](#)

Reference Materials

[Background Information - Initiatives - \(In Spanish\)](#)

[Legislative Background - \(In Spanish\)](#)

[Realignment and Transition Overview Presentation - \(In Spanish\)](#)

[Functions Retained at State Level - \(In Spanish\)](#)

[Stakeholder Key Questions - \(In Spanish\)](#)

[Stakeholder Acronyms](#)

[Overview of Key State Depts - \(In Spanish\)](#)



CA Department of Alcohol and Drug Programs Community Alcohol and Other Drug Stakeholder Meeting OVERVIEW OF KEY STATE DEPARTMENTS August 2011

The Department of Health Care Services (DHCS)

The Department of Health Care Services' (DHCS) mission is to preserve and improve the health status of all Californians. DHCS works closely with health care professionals, county governments and health plans to provide a health care safety net for California's low-income and persons with disabilities.

DHCS finances and administers a number of individual health care service delivery programs, including the California Medical Assistance Program (Medi-Cal), California Children's Services program, Child Health and Disability Prevention program and Genetically Handicapped Persons Program. DHCS also helps maintain the financial viability of critical specialized care services, such as burn centers, trauma centers and children's specialty hospitals. In addition, DHCS funding helps hospitals and clinics located in underserved areas and those serving underserved populations.

DHCS programs are designed to:

- Deliver health care services to low-income persons and families who meet defined eligibility requirements;
- Emphasize prevention-oriented health care measures that promote health and well-being;
- Ensure access to comprehensive health services through the use of public and private resources; and
- Ensure appropriate and effective expenditure of public resources to serve those with the greatest health care needs.

The California Department of Public Health (CDPH)

CDPH is the lead entity in California providing core public health functions and essential services. CDPH is dedicated to optimizing the health and well-being of the people in California. CDPH achieves this mission through the following core activities:

- Promoting healthy lifestyles for individuals and families in their communities and workplaces.
- Preventing disease, disability, and premature death and reducing or eliminating health disparities.
- Protecting the public from unhealthy and unsafe environments.
- Providing or ensuring access to quality, population-based health services.
- Preparing for and responding to public health emergencies.
- Producing and disseminating data to inform and evaluate public health status, strategies and programs.

The California Department of Social Services (CDSS)

CDSS provides administration and oversight of programs that affect nearly 3 million residents—foster children and youth, children and families receiving aid through the California Work Opportunities and Responsibility to Kids (CalWORKs), adults and elderly in licensed community care facilities and aged, blind and disabled recipients requiring In-Home Supportive Services or Supplemental Security Income/State Supplementary Payment (SSI-SSP) assistance.

CDSS administers state programs in partnership with California's 58 counties and sovereign tribes by:

- Ensuring efficient, accurate, and equitable delivery of payments and benefits
- Providing services that foster self-sufficiency and dignity
- Providing social services to the elderly, blind, disabled and other children and adults
- Licensing and regulating foster homes, group homes, residential care facilities, day care facilities, and preschools
- Evaluating eligibility of applicants for federal Social Security and State programs



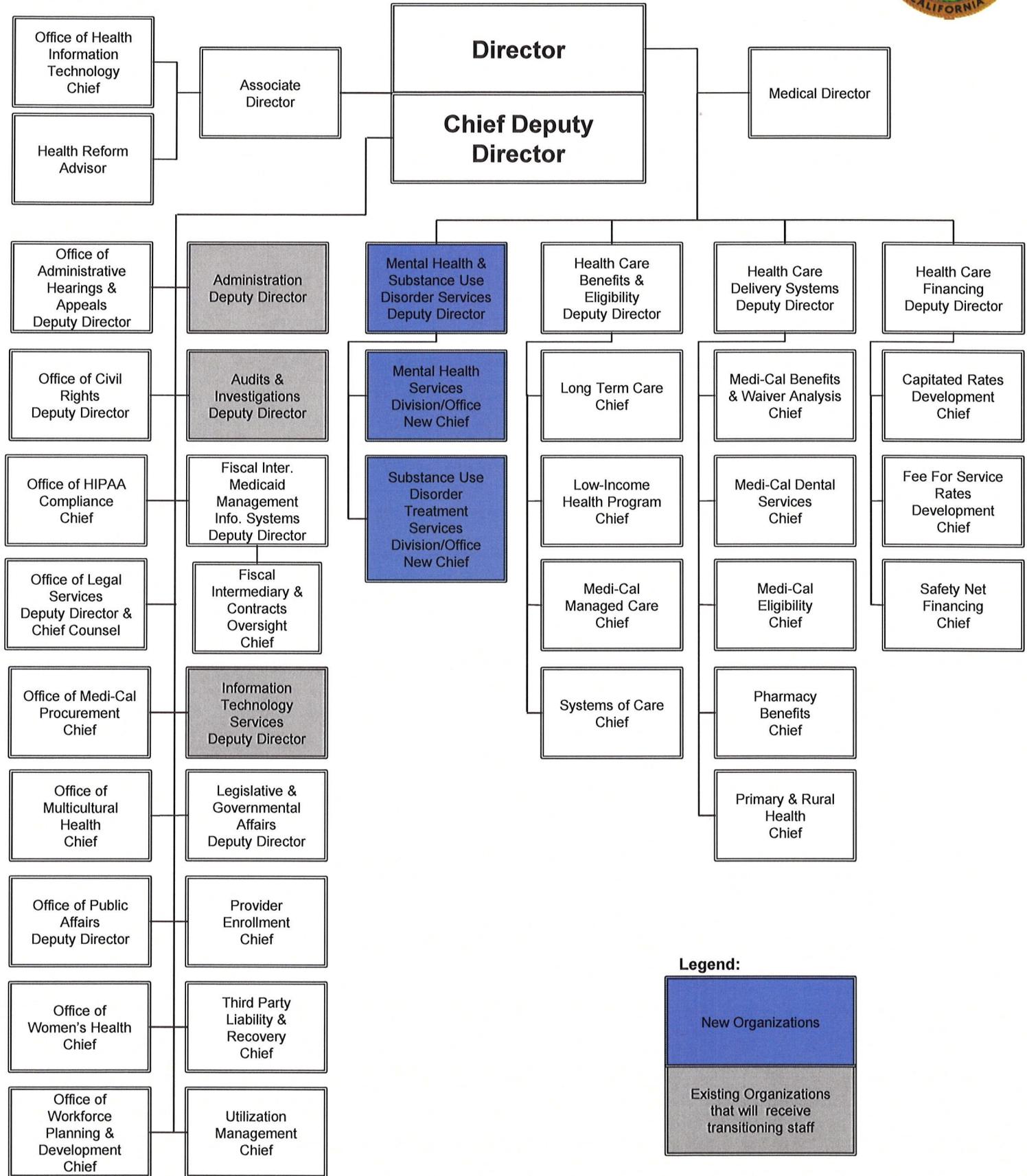
CA Department of Alcohol and Drug Programs (ADP)
Community Alcohol and Other Drug Stakeholder Meeting
BACKGROUND INFORMATION
August 2011

Current State level efforts aimed at creating efficient and effective programs – three separate Initiatives

1. Transfer of Drug Medi-Cal (DMC) from ADP to Department of Health Care Services (DHCS)
 - a) By June 30, 2012, the majority of tasks and responsibilities associated with California's DMC treatment program will transfer to DHCS.
2. Realignment of State General Fund-funded programs to Counties
 - a) Brief description of Current Realignment
 - b) Programs/Revenue Sub-accounts
 - i) Drug Medi-Cal
 - ii) Women and Children's Residential Treatment Services
 - iii) Drug Court
 - iv) Non-DMC Substance Abuse Treatment Services
3. Proposal to eliminate the California Department of Alcohol and Drug Programs
 - a) It is proposed that by July 2013, ADP will be dissolved as a Department and any remaining administrative and programmatic functions would be re-assigned to an alternative state department(s).
 - b) Current functions identified for retention at the state level are:
 - i) Administration of the federal Substance Abuse Prevention and Treatment SAPT Block Grant
 - (1) Single State Agency functions
 - (2) Fiscal responsibility, oversight and audit functions
 - (3) Data collection, reporting and analysis – CalOMS for treatment and prevention, DATAR, DMC payment system.
 - (4) Statewide Needs Assessment and Planning
 - ii) Program Licensing and Certification (including DMC)
 - iii) Narcotic Treatment Program licensing and monitoring
 - iv) Driving Under the Influence Programs licensing and monitoring
 - v) Counselor Certification
 - vi) Provide technical assistance and training to counties, providers and other service systems.
 - vii) Public information, education and information dissemination through the Resource Center
 - viii) Office of Problem Gambling
 - ix) Parolee Services Network
 - x) Administration of SAMHSA discretionary grants
 - (1) Strategic Prevention Framework State Incentive Grant (SPF SIG).
 - (2) Access to Recovery treatment grant.



Department of Health Care Services Proposed



JA.I.J.



OFFICE OF THE
AUDITOR/CONTROLLER
FOR THE
COUNTY OF PLUMAS

520 Main Street, Room 205
Quincy, California 95971-9115

SHAWN MONTGOMERY
AUDITOR/CONTROLLER

Direct: (530) 283-6246
Fax: (530) 283-6442
smontgomery@countyofplumas.com

September 27, 2011

Honorable Board of Supervisors
520 Main Street
Quincy, CA 95971

RE: Co-Mingling Alcohol & Drug Funds with Health Department Funds

Dear Honorable Board Members,

The Budget Committee, Director of Health, County Counsel, and I met to discuss the implications of co-mingling the A&D funds with health funds.

It was, and remains, my recommendation that this is an accounting issue that not only should be handled in the same manner as all of the County's other distinct programs, but also in a manner that will facilitate clear, concise, and fiscally sound record keeping within the County's financial system—separate accounting for this program, and all distinct county programs, allows me to complete various reports and plans, show interest earnings as required, sign Auditor required fiscal control statements, maintain audit records even with the passing of employees or closing of departments, and complete the County's self-funded insurance calculations; in addition to ensuring that budget and expenditure/revenue detail is available, County's financial system, so that it can be made available to the Board, public, and other agencies. This program has established funds and departments within the County's financial system and a budget was adopted using those separate funds/departments.

The Auditor's department is charged with fiscal controls and it is my opinion that co-mingling funds and keeping separate records in individual departments rather than in the County's controlling accounting system does not (as past audits have proven) qualify as sound fiscal control procedures. If funds are co-mingled in the proposed manner, I would be unable to sign documents/reports attesting that I am responsible for the examination and settlement of accounts, as required by many programs, for either the health or A&D departments as I would not have system records that have tracked and recorded these activities.

Please find additional information, below and attached, supporting my reasons for opposing the co-mingle of these funds:

State Controller's Counties Financial Transaction Report—annual report that requires the County to report various service revenue and expenditure transaction. I am required to report, separately, State, Federal, and service revenues received for Drug and Alcohol programs in addition to Drug and Alcohol service expenditures. I will be unable to do this if they are co-mingled with health revenues/expenditures or any other funds. .

Interest—at least one grant requires that interest earnings be used for A&D services. The County's financial system tracks interest, by cash account, using daily cash balances. We will be unable to track the interest earned as required, and as noted in a previous A&D audit, if the cash is co-mingled with the health department's cash.

Cost Plan—all costs are required to be billed to each operating department and we are required to have a formal means of accumulating and identifying costs by department. Charging departments use detail from the charged departments such as FTE's, number of checks issued, number of transactions, actual expenses and budget amounts to identify how costs will be allocated. We will be unable to do that with the health and A&D departments if all of their activity is co-mingled under a single department. We currently receive over 1 million dollars in cost plan revenues that may be in jeopardy if we can't identify the costs by the separate departments.

Self-funded Insurances—The County's self funded insurance (liability, workers compensation, unemployment) is based on payroll and exposure (30/70). We are required to identify the costs to the various funds and departments. If the entire payroll is in the health department, how can I identify the percentage that should be charged to A&D? All other split departments (for entire programs, not for single projects)—clerk/elections/records management for instance are apportioned based on a percentage in each department. I am also concerned that by charging 100% of A&D to health that the health portion could be contested. We have history (and on-going) costs that can not be paid by the other participants if the service has been reestablished. Attached are cost plan guidelines for self-insurance along with last year's exposure showing the on-going A&D costs.

Thank you for your consideration of my recommendation.

Sincerely,

A handwritten signature in black ink, appearing to read "Shawn Montgomery".

Shawn Montgomery, Auditor/Controller

Introduction

The State Controller's Office has developed this handbook to assist California counties in the understanding and application of the cost principles established by the federal Office of Management and Budget Rules and Regulations 2-CFR-Part 225 (referenced throughout this handbook under the former title of OMB A-87) for state, local, and federally-recognized Indian tribal governments. This handbook contains the latest policies and procedures for the preparation and application of countywide cost allocation plans. It is intended to be used in conjunction with OMB A-87 and Assistant Secretary Management and Budget Cost Principles and Agreements with the Federal Government (ASMB C-10), issued by the Department of Health and Human Services.

Federal costing principles are intended to apply to the fifty states and to thousands of local governmental jurisdictions across the country. Consequently, the cost principles promulgated by OMB A-87 are designed to be generally applicable to all government units that receive grants and/or cost reimbursements or have contracts with the federal government.

This handbook was developed using reason and logic in interpreting federal cost principles, considering the answers to the following two questions as the overriding theme in all cost plan matters:

- Do the total costs accumulated for a service department reasonably reflect the value of services provided by that department?
- Do costs that are distributed and/or billed to each operating department equitably reflect the value of the services received by these departments?

how can we answer when there isn't an A&D dept

This handbook is divided into four parts: Part I, Development, Approval, and Use of a Countywide Cost Plan; Part II, Preparation Requirements for Cost Plans; Part III, Guidelines for Grant Reimbursement of Space Costs; and Part IV, Guidelines for Grant Reimbursement of Self Insurance Program Costs. Each part of this handbook is preceded by a separate table of contents and consists of several sections, exhibits, sample forms, and glossaries.

The State Controller's Office desires to work closely with counties on any cost plan issues, questions and concerns. Please feel free to contact your county's assigned cost plan analyst at any time or write directly to the:

Cost Plans and Local Apportionments Section
Division of Accounting and Reporting
P.O. Box 942850
Sacramento, CA 94250

*Can we all to
well Health & Dev't
answer this?*

Indirect cost pools should be distributed to benefited cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

1230: Central Support Services Costs Defined

All county departments may receive "central support services" from other county departments. OMB A-87 addresses billed central support services and allocated central support services. OMB A-87, Attachment C, Section B, provides the following definitions.

1. "Billed central support services," means central support services that are billed to benefited agencies and/or programs on an individual fee-for-services or a similar basis. Typical examples of billed services include computer services, transportation services, insurance and fringe benefits.
2. "Allocated central support services," means central support services that benefit operating agencies but are not billed to the agencies on a fee-for-service or similar basis. These costs are allocated to benefited agencies on some reasonable basis. Examples of such services might include general accounting, personnel administration, purchasing, and similar activities and support functions necessary to sustain the direct effort involved in administering a grant program or an activity providing service to the grant program.

The examples of "central support services" provided are not all-inclusive and should not be construed to preclude other functions from being considered as an indirect or central support service. Ordinarily the functions mentioned above would be centralized in a department or budget unit outside of the grantee department's organization structure.

1240: Cost Plan Defined

Before indirect costs and central support service charges may be claimed for reimbursement by a grantee department, there must be some formal means of accumulating and identifying these types of costs to all benefiting departments. Regardless of whether or not a county has a formal comprehensive cost accounting system, the best method of accumulating and identifying indirect costs and any use allowances is a cost allocation plan prepared in accordance with the cost principles set forth in OMB A-87, ASMB C-10, and this handbook.

A cost plan identifies and assigns central support service costs to benefited agencies by a reasonable and consistent basis. All costs and other data used to distribute the costs included in a cost allocation plan must be supported by formal accounting records and other data that will corroborate the propriety and accuracy of costs assigned to federal awards. The central support service cost allocation plan contains the documentation identifying,

accumulating, and distributing allowable costs to operating departments, including grantee departments, together with the allocation methods used.

1250: Cost Summary/ Exhibit and Accounting System- Interface (M)

When the cost plan format is utilized for identification of indirect and central support service costs associated with the various operating and grantee departments, the resulting product will be a cost summary or cost exhibit. These two terms are synonymous and may be used interchangeably. A cost exhibit or cost summary identifies the unbilled portion of indirect costs to the departments that will receive services from the departments whose costs are included in the plan in the fiscal year that the plan addresses. Adjustments, corrections, and other cost considerations that affect prior years can also be included on this exhibit.

The accounting system of the agency preparing a cost plan must be able to track the actual cost information that occurs during each fiscal year. This is necessary so that the actual costs can be determined at a later date and any required adjustments made to cost plan expenditure allocations in subsequent cost plans.

If a local government utilizes a formal cost accounting system, the direct costs accounted for by that system should be reported in a manner that reflects the cost principles set forth in OMB A-87, ASMB C-10, and this handbook. This procedure is intended to ensure that the resulting identification of costs to all operating departments will be in accordance with federal cost reimbursement principles.

1260: Use of Cost Summary/Exhibit

Any claims made by a grantee department for indirect costs should be based upon the cost summary/exhibit. The cost summary/exhibit provides a basis for charging users of county central support services, including services to outside agencies-for example, auditing services provided by a county auditor controller to a special district. Claims for reimbursement must include a review of direct charges to the grantee departments in the county's accounting system in order to avoid a situation in which a cost is considered as an indirect cost allocated in the cost plan as well as a direct cost.

Section 4300: Accounting for Self-Insurance Programs

Once a county has determined that the use of self-insurance program will be cost effective, a method must be chosen to account for the program. Before the use of self-insurance, most insurance premiums were paid out of either the general fund or a specific fund for which the insurance coverage was purchased. Since self-insurance may cover more than one fund, consideration must be given not only to accounting for all of the costs of each self-insurance program but also to identifying the costs to the various funds and departments included in the program's coverage.

The State Controller's *Accounting Standards and Procedures for Counties Manual*, Risk Management chapter, addresses the subject of accounting for self-insurance programs. This chapter recommends the use of an internal service fund to account for the total cost of any self-insurance program, whether the county is wholly or partially self-insured.

4310: Reserve and Reserve Accounting

Section 4260, page 123, of this handbook requires catastrophic reserves, incurred loss reserves, and IBNR reserves to be funded with cash and/or investments to provide for the payment of losses. The use of an internal service fund by itself denotes that the moneys collected in the fund have been designated for self-insurance purposes. Net assets that are accumulated in accordance with a current (within the previous two years) study prepared by an independent actuarial consultant should be reported as restricted. From an accounting standpoint, reserves can be reflected within the equity section of the balance sheet by "designating" or "restricting" net assets, whichever is appropriate to the circumstances. This is particularly applicable to the funds that are set aside for catastrophic protection, since such funds may not be routinely accounted for on an accrual basis. Conversely, if an annual accrual is established for either incurred loss expense or incurred but not reported loss expense, it is not necessary to restrict a corresponding portion of net assets. The State Controller's Office will review county insurance funds in order to determine if accrued liabilities and/or restricted net assets are within funding levels recommended by independent actuaries. Insurance funds whose reserves exceed actuarially derived levels will be required to reduce these levels by adjusting their rates or by proportionally refunding their excess reserves to all of the entities that have been assessed insurance charges by the fund. The conditions that a county must satisfy if their grant programs are to participate in county insurance programs are summarized in Section 4410, page 131.

4320: OMB A-87 Insurance Guidelines

The guidelines dealing with insurance are contained in OMB A-87; Attachment B, Section 25, Insurance and Indemnification. Subparagraph a. of this section states, "Costs of insurance required or approved and maintained pursuant to the Federal award, are allowable." Subparagraph b.

charged or allocated to grant programs, the following requirements are mandatory.

1. All reserves must be segregated in restricted accounts or accounted for separately and used exclusively for the purposes for which they were intended. If the money accumulated in a self-insurance reserve is utilized for other purposes, a credit in the same amount as the "reserve reduction" must be applied to all departments participating in the self-insurance program. If the entire reserve reduction occurs in one year, all of the credit must be applied in one year or, in unusual circumstances, amortized over a period negotiated with the State Controller's Office.
2. All reserves should be invested in interest-earning accounts with interest accruing to the self-insurance program, as mandated by Section 25263 of the Government Code of the State of California. Interest earnings can be used for payment of administrative costs and loss payments, and they should generate rate reductions in charges to users after the maximum reserve levels have been reached.

4270: Rate Development

Counties should have the following points foremost in mind when developing rates to charge the participants in the self-insurance program.

1. Reserves should be funded through rate charges to users, accumulating over a period of time.
2. A "premium" should be developed for each self-insurance category (i.e., liability, workers', compensation, unemployment, etc.) based on:
 - a. Risk-management administrative costs;
 - b. The cost of excess insurance premiums; and
 - c. The amounts required to maintain each category of reserve at a safe level. Establishing this requires monitoring the actual losses from claims payments and claim accruals and monitoring payments from and contributions and/or adjustments to each reserve by, at a minimum, worksheet analysis.

Rates should be developed to charge the user departments for their share of the "premium." Rates should reflect the following factors.

Actual losses and payables

1. A factor for loss experience (sometimes referred to as actual loss) – provision should be made to charge some portion of self-insurance costs on the basis of actual loss experience. Loss histories should be developed and maintained by the risk manager and adjusted annually. In order to maintain a "rolling average" each year, losses for the earliest year should be eliminated while losses from the most

recent year are added. Five years is the minimum loss history period that should be used for this moving average, and a maximum period of seven to ten years is recommended. From 70% to 80% of each insurance premium should be allocated based on experience. Losses charged to departments and/or funds may be limited to a maximum amount (capped) as long as the losses are treated uniformly and consistently. (See the following section for further discussion).

2. A factor for loss exposure (sometimes referred to as risk) – Provision should be made to charge 20% to 30% of each type of self-insurance cost on the basis of the county's exposure to potential losses.
3. The exposure rate should be applied to a base that best measures the exposure; following are examples.
 - a. For worker's compensation and unemployment, the salaries of the individuals covered usually serves as a readily identifiable base. Provision should be made, however, to include those volunteers and other individuals included under this coverage who do not receive payment for their services.
 - b. Benefit programs generally relate directly to the number of individuals covered.
 - c. Liability is a complex issue. Consideration must be given to departmental activity in relation to the county population, number of personnel employed, budget size, total payroll, square footage of occupied space or grounds area, or other reasonable exposure measures that contribute to the amount of liability risk related to a department. The number of employees alone is not an acceptable allocation base for the distribution of general liability insurance; the number of employees can be used in conjunction with other data to distribute these costs.

The rates used to charge the costs of each self-insurance program should be reviewed at least annually and adjusted when needed to reflect changes in the cost of providing insurance.

**4280: Risk Management
Cost Identification
Systems**

After the total costs of the risk management program have been accumulated, some means of identifying these costs to the participating funds, departments, and programs must be developed. The following three rules should be applied.

How do we identify the portion of the costs to be funded by each department?

Plumas County
OMB A87 Cost Allocation Plan

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Plumas County
OMB A87 Cost Allocation Plan

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Plumas County
OMB A87 Cost Allocation Plan

FY 2009/2010

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Counties Financial Transactions Report Instructions

Reporting Instructions - (Continued):

Interfund Transactions - (Continued):

2. **Reimbursements** - Reimbursements are transactions which constitute reimbursements of a fund for expenditures or expenses initially made from it which are properly applicable to another fund. For example, an expenditure properly chargeable to the "Road Fund", a type of Special Revenue Fund, that was initially made from the General Fund, which is subsequently reimbursed, should be recorded as an expenditure or expense in the Road Fund and as a reduction of an expenditure in the General Fund on the Counties Financial Transactions Report.
3. **Transfers** - Transfers, as such, do not constitute revenues, expenses, or expenditures in the Counties Financial Transactions Report. The following examples provide instruction on how to report transfers.
 - A. **Residual Equity Transfers** - These are nonrecurring or non-routine transfers of equity between funds - e.g., transfer of residual capital back to the General Fund from the Enterprise Fund, or the transfer of the residual balance of a discontinued Capital Projects Fund to the Debt Service Fund or the General Fund. Residual equity transfers of governmental funds will not be specifically identified in the report as is done in the proprietary funds (Enterprise forms). The only form used to report any residual equity transfers of governmental funds will be the Balance Sheet, where the ending balance of Fund Equity should contain the results of these transactions and the Statistics and Summary Form where such transfers should be reported in the Adjustments section.
 - B. **Operating Transfers** - Operating Transfers result in the reduction of a fund's expendable resources, but they are not classified as expenditures. An Operating Transfer is a legally authorized transfer between funds in which one fund is responsible for the initial receipt of funds (e.g., property taxes) and another fund is responsible for disbursement. In an operating transfer, the disbursing fund records the transaction as "Other Financing Uses" of resources and not as an operating expenditure. Similarly, the fund receiving the transfer records the receipts as "Other Financing Sources" and not as a revenue.

Operating transfers (Transfers In/Transfers Out) involving an enterprise fund and a governmental fund type should be reported on the appropriate lines of the Enterprise form and the Statement of Revenues or Statement of Expenditures forms. Transfers In or Transfers Out from funds other than governmental funds or enterprise funds should be reported on the **Transfer In Form or Transfers Out Form as Operating Transfers Between Funds Other Than Governmental and Enterprise Funds.**

Counties Financial Transactions Report Instructions

Statement of Revenues - Aid From Other Governmental Agencies - State Form (Continued):

Tobacco Tax (AB 75/Proposition 99)

Report revenue received from State tobacco tax programs.

Public Safety Fund - Realignment

Report revenue received from the State sales tax fund for public safety (Proposition 172, voter-approved in November 1993).

Health programs:

Aid for Mental Health

Report revenue received from the State to be used for mental health programs.

Realignment for Mental Health

Include sales tax realignment revenue received from the State for mental health services. Do not include **Realignment from the Motor Vehicle License Fee Fund**.

Medically Indigent Adults

Report revenue received from the State Department of Health Services to finance county costs of health services for medically indigent adults.

Alcohol and Drug Abuse

Report revenue received from the State to finance alcohol and drug abuse programs.

Realignment for Health Services

Report sales tax realignment revenue received from the State for miscellaneous health services. Do not include **Realignment from the Motor Vehicle License Fee Fund**.

Other Aid for Health (Specify)

Report revenue received from the State for the administration of county health programs and other health purposes not included elsewhere. Five (5) lines are provided to allow you to identify the most significant **Other Aid for Health** revenues. Identify the four (4) most significant **Other Aid for Health** revenues. Then report all remaining **Other Aid for Health** and identify as "Miscellaneous" on the fifth line.

Include:

Health Administration

Mosquito/Gnat Control

Tumor Registry

State Aid for Cerebral Palsy
State Aid for California Children
State Aid for Tuberculosis Control

Counties Financial Transactions Report Instructions

Statement of Revenues - Aid From Other Government Agencies - Federal Form - (Continued):

Health Grants

Report revenue received from Federal government grants for the purpose of providing health services.

Federal - Other: (Report if applicable)

Community Oriented Policing Services (COPS)

Office of Criminal Justice Planning (OCJP)

DEA Programs/Drug and Alcohol Programs

DA Programs

Grazing

Aging Programs

Senior Citizens Programs

Road Projects

Law Enforcement

Other - Federal (Specify)

In the following spaces provided for **Other - Federal** report revenue received from the Federal government for any purpose not listed in a designated category. Ten (10) lines are provided to allow you to identify the most significant Other Federal revenues. Identify the nine (9) most significant Other Federal revenues. Then report all remaining Other Federal revenues and identify as "Miscellaneous."

Include:

Flood control land receipts

Research grants

Funds for purchase of surplus equipment for civil defense

Grants received from the California Council of Criminal Justice

The electronic report will calculate the total **Other - Federal (Specify)**. If preparing a paper report, enter the sum of all **Federal - Other Specify** from the ten lines provided.

Total Federal - Aid From Other Governmental Agencies

The electronic report will calculate **Total Federal - Aid From Other Governmental Agencies**.

If preparing a paper report, enter the sum of all **Federal - Aid From Other Governmental Agencies** categories listed above.

Counties Financial Transactions Report Instructions

Statement of Expenditures - Health Form - (Continued):

Medical Care

Report expenditures incurred by the county in providing medical care services. Also include expenditures incurred by the county in providing medical care services on a contract basis.

Include:

- Ambulance Services
- Clinics (free-standing)
- Chronic Disease Centers

Do not include expenses incurred in providing county hospital care and services. Instead report county hospital expenses on the **Hospital Enterprise/Activity Form**.

Mental Health

Report expenditures incurred in promoting mental health, providing care for the mentally ill, and the costs paid to state institutions.

Drug and Alcohol Abuse Services

Report expenditures incurred in alleviating and preventing alcohol and drug abuse.

County of Plumas
Counties Financial Transactions Report
Statement of Revenues
Aid From Other Governmental Agencies - State

Fiscal Year 2010

State	
Highway Users Tax	1,946,080
Motor Vehicle In-Lieu Tax	
Realignment from the Vehicle License Fee (VLF) Fund	1,544,165
Other State In-Lieu Taxes	
Highway Property Rentals	
Public Assistance Administration (Include CALWORKS Admin.)	2,434,248
Public Assistance Programs (Include CALWORKS Program)	983,773
Realignment for Social Services	1,485,973
Aid for Agriculture	165,717
Aid for Construction	49,337
Aid for Corrections	
Aid for County Fairs	215,000
Aid for Disaster	
Homeowners' Property Tax Relief	74,865
Open Space Tax Relief	3
SB 90 Mandated Costs	35,223
Off Highway Motor Vehicle License Fee	69,601
Roads	3,506,862
Child Care Food/Special Milk Program	
Peace Officers Standards and Training	
Public Defender	
Tobacco Tax - AB 75 / Prop. 99	150,000
Public Safety Fund - Realignment (Prop.172)	976,975
Health Programs	
Aid for Mental Health	3,282,183
Realignment for Mental Health	498,381
Medically Indigent Adult (MIA)	
Alcohol and Drug Abuse	
Realignment for Health Services	363,095

County of Plumas
Counties Financial Transactions Report
Statement of Revenues
Charges for Current Services

Fiscal Year 2010

Other (Specify, maximum of 10 entries) \$2,292,724

Specify:	Amount:
fair	206,431
probation	60,527
reimb of overpaid charges, etc	10,068
drug and alcohol prior year a/r	38,792
museum	4,647
future development impact	8,740
da criminal	9,777
cost plan omb a87	1,943,985
various small svc revenue	9,757
Total:	\$2,292,724

Total Charges for Current Services \$5,067,786

County of Plumas
Counties Financial Transactions Report
Statement of Expenditures

Health

Fiscal Year 2010

	Operating Expenditures A	Capital Outlay B	Total
Public Health	4,966,759	18,283	\$4,985,042
Medical Care	24,224		\$24,224
Mental Health	3,179,304		\$3,179,304
Drug and Alcohol Abuse Services			\$0



JA3

Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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Date: September 19, 2011

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Board Item for October 4, 2011

Item Description/Recommendation: Approve a Supplemental Budget to Veterans Services 20640 in the amount of \$6,250.00 for unanticipated revenues from the California Department of Veterans Affairs.

History/Background: The California Department of Veterans Affairs (CDVA) has encouraged all County Veterans Services Offices to utilize a standard data system, Vet Pro, to synchronize Veterans Services systems and information across the state. CDVA informed counties that the VetPro software would be made available to County Veterans Services Offices at no cost to counties. As a result, the cost of the software was not included in the FY 11-12 budget.

After having VetPro installed, the County Veterans Services Office received an invoice from the vendor, Panasoft, in the amount of \$6,250. Since the CVSO understood that CDVA would pay for the software, we contacted the regarding the invoice and were instructed to pay the invoice directly in order for CDVA to issue a reimbursement to the county. Since this payment, as well as the expenditure, was not anticipated, a Supplemental Budget is necessary.

At this time, it is requested that the Board approve a Supplemental Budget Transfer of \$6,250 in unanticipated revenue for the cost of VetPro software.

Please contact me should you need additional information.

Thank You.

C:\Documents and Settings\Rosie Olney\My Documents\BOS\VS-SB-Software.doc



OFFICE OF THE

**COUNTY COUNSEL
COUNTY OF PLUMAS**

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

JB
R. CRAIG SETTLEMIRE
COUNTY COUNSEL

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

October 4, 2011

MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: R. Craig Settlemire, Plumas County Counsel

R. Craig Settlemire

SUBJECT: Volunteer Policy Update

Background:

Risk Management has requested an update of Plumas County's policy relating to the use of services to the county by volunteers. Within the last two years the County Counsel's Office has received inquiries concerning volunteers such as the following:

1. Plumas County Public Health has inquired if Plumas County owned vehicles may be driven by volunteers to provide transportation for Public Health clients to health care appointments.
2. A mobility management study has suggested that volunteer drivers may help unmet transportation needs of Plumas County residents.
3. Plumas County Animal Services has presented questions on how to better manage and utilize volunteer services at the animal shelter and presented a draft volunteer manual to review.

In 1985 the Plumas County Board of Supervisors adopted Resolution No. 85-3874-A providing, ". . . that all volunteers working for the County of Plumas shall be covered by Workers' Compensation Insurance."

The *Personnel Rules of Plumas County* define a "Volunteer" as, "A person, not an employee, who is willing and authorized to perform a noncompensated service for the County." (Rule 2.65.) Also, Rule 3.05 provides, "Volunteer Service Records: An appointing authority who utilizes a volunteer to perform services for the County shall maintain records of the volunteer's name, dates of service, and the specific services performed. Upon request, these records shall be shared with the County's Volunteer Coordinator and the Human Resources Director."

Memorandum
Board of Supervisors
Re: Volunteer Policy Update
Date: September 28, 2011

Page 2 of 3

Files in the County Counsel's Office indicate an effort was made in the early 1990's to establish as county-wide volunteer program to utilize services of volunteers participating in the Department of Social Service's GAIN and Workfare programs. A "Volunteer Coordinator" was designated and a "Volunteer Contract" was developed.

On October 6, 2009, the Board of Supervisors considered a draft volunteer policy prepared by former County Counsel Reichle and directed that the proposed policy be brought back to the Board after it is presented to the labor unions for a meet and confer. The Clerk of the Board advises that there is no record of the matter being brought back to the Board for further consideration and Human Resources advises that there is no record of the draft policy having been presented to any of the recognized employees' organizations.¹

In April 2010, County Administrative Officer Jack Ingstad requested information through the county administrative officers' organization as to how other California counties handled the matter of volunteers driving county-owned vehicles.

Later in 2010, Risk Manager Shawn Montgomery contacted the county's self-insurance pool, CSAC-EIA, for recommended examples of comprehensive volunteer policies used in other California counties. Using a sample developed and adopted in Placer County, the Risk Manager adapted it for Plumas County and circulated the draft to the Plumas County Management Council in early January 2011 for comments and suggestions.

The County Counsel's office reviewed the draft Volunteer Policy prepared by the Risk Manager (based on the Placer County policy) and revised it using samples from the responses the CAO received from other counties as to vehicle use by volunteers. On August 5, 2011, this draft was distributed to the Management Council e-mail list for comment along with a short questionnaire as to volunteer services used by each department in the last fiscal year (2010-2011) and anticipated in the current fiscal year. Comments, questions, and suggestions as to the draft policy were received from six (6) people, and four (4) departments provided information in response to the questionnaire on their use of volunteer services. Many of the comments and suggestions have been addressed in yet another draft of the proposed Volunteer Policy that presented for your consideration.

Discussion:

Although not all departments using volunteers responded to the questionnaire, the responses to the questionnaire which were received and are summarized in the attached spreadsheet, indicate that volunteers already make a significant contribution to Plumas County government. The proposed Volunteer Policy attempts to balance several considerations:

¹ The draft policy prepared by Mr. Reichle provided general parameters for county departments to consider and address in developing an individual department volunteer policy.

- A. The safety of the volunteer while providing services for Plumas County and the liability of Plumas County for injuries to the volunteer.
- B. The safety of others who may be harmed by accident or otherwise by the actions of the volunteer while the volunteer is providing services for Plumas County and the potential liability of Plumas County for such harm. The "others" may include:
 - a. Plumas County employees;
 - b. Clients or recipients of services of Plumas County; or
 - c. Third party members of the general public.

As provided in Plumas County Resolution No. 85-3874-A, Plumas County has extended workers compensation coverage to volunteers so that a volunteer injured while providing service to the County is covered as would a Plumas County employee. Also, Plumas County can be liable for injuries or damages the volunteer causes to others while acting in the scope of his or her services to the County as a volunteer. Therefore, just as with its own employees, Plumas County has a legal and financial interest in volunteers working safely while providing services to or for Plumas County in order to minimize the risk of injury to the volunteer and others. Volunteers are subject to the same safety training and orientation appropriate to their duties as employees. Intake procedures are provided to identify, authorize, and track volunteers and their activities. Because the selection process for employees is more in depth than for volunteers, in some situations, requirements for volunteers may exceed the requirements for employees.

To address possible concerns by employee organizations, the draft Volunteer Policy expressly states that volunteers are not to be used to replace authorized and funded employee positions. While such a provision may obviate the legal necessity to meet and confer with the employee organizations, the Board may nevertheless want to invite comments from the employee organizations on the subject.

Recommended Action:

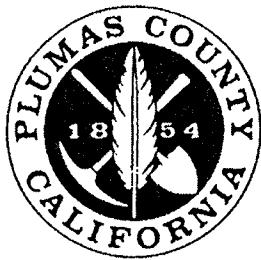
That the Board of Supervisors consider the draft Volunteer Policy and either:

1. Give further direction to staff, or
2. Adopt the Volunteer Policy.

RESPONSE TO VOLUNTEER SURVEY OF MANAGEMENT COUNCIL

		Clerk-Recorder-Elections	Library	Museum	UC Davis Extension/Farm Advisor*	Totals
1	Number of volunteers providing services FY 2010-2011:	0	25	22	90	137
2	Number of hours of service provided in FY 2010-2011:	0	1,300	1,616	10,000	12,916
3	Number of volunteers anticipated to provide services in FY 2011-2012:	0	25	15 to 20	90	130 to 135
4	Number of hours of service anticipated in FY 2011-2012:	0	1,300	1,500	10,000	12,800
5	Drive a county-owned vehicle?		No	No	No	
6	Drive the volunteer's privately owned vehicle?		No	Yes	Yes	
7	Drive a third-party owned vehicle while volunteering?		No	Yes		
8	Volunteer work with or in proximity to minor children?		Yes	Yes	Yes	
9	a. If yes, will county employee be present at all times?		Uncertain	No	No	
10	b. If yes, will another adult be present at all times?		Yes	No	Yes	

*The Farm Advisor Office advises that the volunteers they work with are via the University of California's 4-H Youth Development Program. Such 4-H volunteers are screened and finger-printed as agents of the University and subject to extensive volunteer policies of the University.



PLUMAS COUNTY VOLUNTEER POLICY

(NON-DISASTER SERVICE WORKER)

1.0 Purpose

Plumas County's volunteer program is designed to coordinate and manage all volunteer efforts that support County services provided to the community. The program addresses community service needs, while placing special emphasis on Plumas County's priorities by effectively matching individuals interested in volunteering to the appropriate County Department providing community services.

2.0 Scope

This policy applies to all Plumas County volunteers as provided in section 3. This policy supersedes all previously adopted policies concerning volunteers to the extent those prior policies are inconsistent with this policy.

3.0 Classification of Volunteers and Application

3.1 Volunteers in General

Plumas County has control and supervisory responsibility over the manner and the result of the services rendered AND;

- a) The volunteer receives no remuneration for such services other than to receive the same travel reimbursements (meal, transportation, lodging) received by Plumas County employees AND;
- b) The volunteer does not belong to any of the following categories:
 - 1) The individual receives remuneration for services rendered from a non-Plumas County payroll.
 - Example: visitors, guests or board/committee/other agencies on a per diem travel allowance
 - 2) The individual is sponsored by an outside agency and provides services through that sponsoring agency.
 - Example: Red Cross volunteers, employee of other another agency such as County, State, Federal employees here as a representative of said agency.
 - 3) Guests of Plumas County.
 - Example: casual visitors

- 4) The individual is acting as a registered Disaster Service Worker Volunteer (DSW).
 - Example: Registered DSW filling sandbags in preparation for a flood

- c) Volunteers are not to be used to replace authorized and funded Plumas County employee positions.

3.2 Short-term Volunteers

This classification of volunteers includes individuals who may provide irregular and infrequent day labor. Examples include a volunteer accepting tax payments prior to a tax payment deadline or handing out election information prior to Election Day. Short-term volunteers may be exempted, with prior approval of the Risk Manager or the Risk Manager's designee, from the following specific requirements of these Sections:

- Section 4.2 Application: The Volunteer Application (Appendix G) shall be modified so that the volunteer need not provide a copy of Driver's License and Work Permit, explain interest in the assignment, provide three references, nor indicate time of availability. Volunteer will sign modified Volunteer Application.
- Section 4.3 Screening: the Department shall not pursue reference checks, fingerprinting, or background checks.
- Section 4.5 Selection and Appointment: The Department shall not pursue interviews, reference checks, or background checks.
- Section 4.6 Fingerprinting (Live Scan) and Background Checks: The Department shall not pursue reference checks, or background checks. Short-term volunteers are prohibited from working with minor children unless a County employee or other regular volunteer is personally present at all times.
- Section 4.7 Volunteers Driving: Short-term volunteers are prohibited from driving County vehicles.
- Appendix F - Oath of Confidentiality: This is not required for short-term volunteers.

The Risk Manager may delegate the authority to exempt short-term volunteers from some or all of the foregoing specific requirements when the designee has completed training approved by the Risk Manager concerning the management of risks associated with volunteer activities. .

4.0 Volunteer Program Procedures

4.1 Recruitment

Volunteers shall be recruited without regard to sex (including gender), race, religion, color, national origin, ancestry, medical condition, age, marital status, pregnancy, sexual orientation, and/or disability. Volunteers may be recruited either through an interest in specific functions or through a general interest in volunteering, which Plumas County will try to match with a specific function.

4.2 Application

- a) All potential volunteers are to complete a Volunteer Application (Appendix D). Volunteer Application forms can be obtained from the Plumas County Human Resources Department, the Risk Manager, or from individual departments.
- b) The original application is to be forwarded to Human Resources for processing.

4.3 Screening

- a) Departments shall check references for all volunteers. Volunteer positions may require additional methods of screening such as fingerprinting and background checks. Additional screening shall be carried out in accordance with existing Plumas County practices and laws.
- b) Volunteers shall be subject to Plumas County Drug and Alcohol Policy.
- c) The cost of screening shall be borne by individual departments.

4.4 Assignment Description and Risk Assessment

- a) Each department is to complete a Volunteer Assignment Description (Appendix A) for each position.
- b) A Volunteer Risk Assessment (Appendix B) is to be completed and attached to the Volunteer Assignment Description.
- c) Once a volunteer has been accepted, he/she will receive a copy of the Volunteer Assignment Description and the Volunteer Risk Assessment. The Volunteer shall take both of these original signature forms to the Safety Officer so that they can receive the "new-hire" safety orientation.

4.5 Selection and Appointment

- a) Each potential volunteer will have an interview with the department in which he/she is considering volunteering. In addition to the interview, the department shall conduct reference checks with the names given by the potential volunteer at the time of application (Appendix D).
- b) Each potential volunteer, and the results of all reference and other checks conducted under this Policy, shall be submitted to the Risk Manager. No volunteer shall be accepted without the prior written approval of the Risk Manager, and the Risk Manager may revoke that approval at any time.
- c) Once a potential volunteer has been interviewed, reference and other checks have been completed, and the Risk Manager's approval has been obtained, a department may choose to accept or decline a potential volunteer's services. A volunteer may not commence his/her assignment until all signed forms are received and background checks and training have been completed, if applicable.
- d) If a department chooses to decline the service of a potential volunteer, the department is to notify Human Resources. Human Resources will notify the potential volunteer that a department is unable to use their services. If it is appropriate, the potential volunteer may be referred to another department for volunteer services.
- e) If a volunteer wishes to work in a different department, the volunteer must first have an interview with the new department. The new department is to contact the volunteer's current supervisor for the purpose of a reference check. It is the responsibility of the department to note the date of the interview and results of the reference check. The new department shall train the volunteer on any new risks, policies, and/or procedures associated with the new position.

4.6 Fingerprinting (Live Scan) and Background Checks

Plumas County requires some volunteers to be fingerprinted (please check with Human Resources). All volunteers who will regularly be in contact with minors must be fingerprinted prior to beginning service. Potential volunteers have the right to refuse to be fingerprinted. However, those potential volunteers who exercise this right will not be allowed to volunteer for County service in any capacity for which fingerprinting is required.

- a) Department representatives are to give a Fingerprint Scan Request (Live Scan Request) to volunteers for which fingerprinting is mandatory and have him/her set an appointment with the Plumas County Sheriff's Office or an approved DOJ provider to have their fingerprints completed. The Department may require that the volunteer pay the cost of this service. The volunteer may not begin his/her assignment until the result from the Department of Justice and/or FBI has been received and both Human Resources and the Risk Manager have given the individual clearance to begin.

4.7 Volunteers Driving

- a) Volunteers should not drive unless driving is essential to perform their volunteer duties.
- b) Volunteers who drive either personal or Plumas County owned vehicles during the course of their volunteering are required to provide a valid driver's license, current proof of insurance, DMV driving record, and a signed Authorization to Use Privately Owned Vehicle; the Department Head shall send copies of each of these documents to the Risk Manager. On an ongoing basis, the volunteer shall notify the Department of any activity regarding the volunteer's driving record, and the Department head shall communicate this to the Risk Manager. A volunteer's failure to provide notice of any negative activity on his or her driving record shall result in permanent disqualification of the volunteer from driving on County business.
- c) No volunteer may operate a County owned vehicle or perform volunteer services with their private vehicle until written approval is received from the Risk Manager.
- d) No volunteer may operate a County owned vehicle or perform volunteer services with their private vehicle with a revoked or suspended driver license. If a volunteer's driver license has been revoked or suspended, or if there is activity that warrants concern, the volunteer's supervisor and the volunteer will be notified immediately by the Risk Management Division that the volunteer is no longer able to drive in the course of volunteering.
- e) No volunteer shall drive a vehicle, on County business, without having completed the County's Defensive Driver's Training; the department head shall not allow the volunteer to drive on County business until the next class is provided and the volunteer has completed such class. In the alternative, the Risk Manager, in the Risk Manager's sole discretion, may accept proof of completion of other defensive driving instruction comparable in scope to the County's Defensive Driver's Training.
- f) Any damages to the volunteer's personal vehicle or to a County-owned vehicle or damages caused by the volunteer while in their personal vehicle or a County-owned vehicle are the responsibility of the volunteer. Volunteers involved in an incident in either personal or county vehicle, while on County business, will no longer be

allowed to drive on County business until it is determined to the satisfaction of the Risk Manager that the incident was not the volunteer's fault.

- g) Volunteers shall not be permitted to drive any vehicle on County business requiring a license from the California Department of Motor Vehicles other than a Class C license.
- h) The Department head or Risk Manager may require that a volunteer's personal vehicle be subjected to mechanical inspection at any time prior to being used on County business, and may require that the volunteer pay the cost of such inspection. Either the Risk Manager or the Department head may prohibit the use of such vehicle on County business based upon the results of this inspection.
- i) The Department head shall obtain a report from the California Department of Motor Vehicles, and from the DMV of any state within which the volunteer has resided during the previous ten (10) years, containing the volunteer's driving record, and obtain updated driving record reports each year. No volunteer shall be permitted to drive any vehicle on County business if such volunteer has at least one DUI, DWI, or reckless driving conviction on his or her driving record within the past ten (10) years, or if the total number of DMV "points" exceeds three (3).
- j) The minimum personal automobile policy liability coverage limits for volunteers are \$100,000/\$300,000 (\$100,000 bodily injury limit per person, \$300,000 total bodily injury limit per accident). The coverage mandated for a volunteer position may be increased above this requirement based upon the risk assessment carried out for that position. Department heads must obtain a current insurance certificate from the volunteer indicating the required coverage, and obtain updated insurance certificates each year. Volunteers shall notify the Department Head of any changes in his or her insurance coverage, and failure to provide notice of any reduction in coverage below the minimum required shall result in permanent disqualification of the volunteer from driving on County business.
- k) If a volunteer is involved in a collision or incident while on County business, whether in the volunteer's personal vehicle or in a County-owned vehicle, the volunteer's automobile insurance is primary, and the County's insurance coverage shall be secondary.
- l) The Risk Manager and the Department head have the right to cancel a volunteer's driving privilege at any time for any reason or no reason without prior notification.
- m) At the discretion of the Risk Manager or the Department head, any volunteer may be subjected at any time to a drugs/alcohol test prior to operating a County-owned vehicle or the volunteer's personal vehicle on County business.
- n) No volunteer may transport a minor on County business without passing a background check including fingerprinting in accordance with Section 4.6 of this Volunteer Policy.
- o) No volunteer may transport another person in a County-owned vehicle or in the volunteer's personal vehicle while on County business unless the additional passenger or passengers are specifically authorized by the Department head.

4.8 Supervision of Volunteers

Each volunteer must have a clearly identified supervisor who is responsible for direct management of that volunteer. This supervisor shall be responsible for day-to-day management and guidance of the work of the volunteer, and shall be available to the

volunteer for consultation and assistance. An adult (21 years of age or older) must supervise volunteers under the age of eighteen (18).

4.9 Orientation and Training

- a) Once a volunteer has been selected and approved or cleared with a Plumas County department or program, they will participate in an orientation program, given by the Human Resources and Risk Management Departments designed to inform volunteers about Plumas County as an organization, its policies, procedures, programs, and regulations. This informative session is designed to assist the volunteer in their new role as a volunteer with Plumas County. Upon start date, the volunteer will be provided on-the-job orientation and training by his/her supervisor specific to the assignment and safety concerns. This shall be documented in a manner consistent with existing County policies and procedures. Orientation/training will be scheduled at various times, as the need arises.
- b) County policies including Discrimination, Harassment, and Retaliation Policy; Policy Against Workplace Violence; Alcohol and Drug Policy; and Voicemail, E-mail, and Internet Policy will be reviewed with the expectation that volunteers sign an acknowledgment form and adhere to all County Policies.

4.10 Work Schedules

Work schedules of volunteers are diverse and varied depending on the Department. Work schedules are flexible and may vary depending on the job that is being done. Volunteers should work with their supervisor to set a schedule that is mutually acceptable. If a volunteer cannot make it to his/her assignment on a scheduled day, the volunteer should notify his/her supervisor as soon as possible prior to the start of the work day.

4.11 Reports

- a) Each Department, on a bi-annual basis (i.e. December 31 and June 30 of each fiscal year), shall make a written report for the preceding months showing the total number of volunteer workers who performed services in that time period, the total number of hours of such services, the number of new volunteer workers enrolled during the month and the number of volunteers terminated (Appendix C). The report shall be filed with Risk Management, who may inspect the roster at any time, and shall do so at least annually to see that inactive volunteers have been removed from the roster of available volunteers and that other information on the roster reflects current conditions.

4.12 Safety

- a) Each volunteer is included in Plumas County's Risk Management and Safety program. This means that before volunteers begin their service they must complete a Safety orientation with the Safety Officer. In addition, the direct supervisor is responsible for informing the volunteer of safe work practices as required for employees. This process shall be documented consistent with Plumas County policies and procedures.
- b) Any injury to the volunteer or losses to any third party must be reported and processed in accordance with existing Plumas County policies.

- c) Volunteers and supervisors must advise maintenance or other appropriate staff of any equipment or situation that may pose a safety hazard.
- d) Every volunteer shall be capable of safely and capably completing the work assigned. This shall be determined through the application/interview process.

4.13 Injury of a Volunteer

- a) Plumas County provides for treatment of injuries incurred by volunteers (as defined in Section 3 of this policy) under Plumas County's Worker's Compensation program. If an injury occurs:
 - 1) During Normal Business Hours: ensure the volunteer is out of immediate danger and notify the volunteer's immediate supervisor. If the immediate supervisor is not available, contact the next level manager or the Worker's Compensation Risk Manager. If medical treatment is needed, the volunteer should be directed to the closest emergency room. If a minor is injured, the same protocol should be followed. In addition, the minor's guardian should be contacted immediately. See Appendix D for contact information.
 - 2) After Normal Business Hours: follow the same procedures as above, except that if the immediate supervisor is not available, a message should be left advising them of the injury as well as notifying the Risk Manager.
 - 3) It is the responsibility of the department to complete the worker's compensation injury packet and forward it to Risk Management.

4.14 Recordkeeping

All records regarding volunteer service shall be maintained for a duration that is in accordance with existing Plumas County recordkeeping policies.

4.15 Recognition

Recognition is not just a way of saying thank you, but a response to individual interest and reasons for being involved. Recognition of volunteers takes many different forms. Plumas County feels that volunteers are invaluable resources. Various awards and activities may be approved by the Board of Supervisors. However, just plain thank you's are part of Plumas County's efforts to recognize volunteers for helping make our community a better place to live and should be done regularly—both verbally and in writing.

4.16 Reimbursement

Volunteers are eligible for reimbursement of incidental expenses associated with their volunteer assignment, including mileage, with prior approval from the Department head.

4.17 Gifts

As a general rule, volunteers shall not accept gifts from the public. Any such "gift" must be approved, in advance, by the Plumas County Board of Supervisors.

4.18 Release of Volunteers from Service

Plumas County reserves the right to require that a volunteer leave immediately, with or without cause, without prior notification. All volunteers serve at the will of the County.

5.0 Adoption:

This "Plumas County Volunteer Policy (Non-Disaster Worker)" is adopted by the Plumas County Board of Supervisors at a meeting held October ___, 2011.

[END OF DOCUMENT]

Appendix A
Plumas County Volunteer Assignment Description
(Non Disaster Service Worker)

Department/Division/Program:

Assignment Title:

Reports to:

This position requires: **Driver License** **Fingerprinting** **Valid Certification/License (If applicable)**
 Use of Plumas County vehicles to perform task **Use of private vehicle to perform task**

Purpose/Goal of Assignment:

Qualifications/Skills/Certifications Needed:

- 1.
- 2.
- 3.
- 4.

Duties/Responsibilities:

- 1.
- 2.
- 3.
- 4.

Time Commitment:

Length (months): **# Hours per day:**

Days per week: **Or month:**

Training Provided:

Worksite Name/Location:

Phone:

Contact for More Information:

Phone:

(Volunteer Signature)

(Date)

(Supervisor Signature)

(Date)

Appendix B
Plumas County Volunteer Risk Assessment
(Non-Disaster Service Worker)

Volunteer Assignment: _____ Department: _____

Work Location: _____ Assessment Date: _____ Min. Age (specify): _____

Driver License Required? Yes No Ability to Lift 25 lbs Repeatedly? Yes No

Check left column to show potential hazards of this volunteer position

Hazard Source	Protective Measures Required	Necessary Training
Bites: snakes, dogs, insects	Protective clothing, footwear, gloves	Hazard specific training
Heat Stress: heat stroke, exhaustion, or dehydration	Ventilation, heat resistant clothing, water to replenish lost fluids	Recognition of heat stress signs
Sun Exposure: skin cancer or vision damage	Sunscreen, brimmed hat, ultraviolet eye protection and protective clothing	Sun hazard awareness
Driving: injury to vehicle occupants from collision	Seat belts	Defensive driving
Traffic: injury to workers from motor vehicle traffic or heavy equipment	Proper footwear, hard hat or eye protection, orange safety vest, traffic cones, signs and flares	Traffic control, working around heavy equipment
Office Equipment: paper cutters, shredders, file cabinets, computer screens or keyboards	Proper footwear and clothing for office	Safe operations specific to equipment, RMI prevention
Hand Tools: powered or unpowered	Proper footwear, clothing and eye protection	Safe hand tool use, RMI prevention
Footing Traction: slippery, uneven or unstable walking surfaces/terrain	Proper footwear	Slips, trips and falls protection
Ladders: freestanding or fixed	Proper footwear, safety tie offs, bracing	Ladder safety
Elevated work surfaces: falls from height	Fall protection, proper footwear	Slips, trips and falls
Noise: noise from machinery/equipment	Hearing protection	Hearing conservation
Body Position/Leverage: strenuous or repetitive lifting, carrying or pulling	Back brace, lifting and carrying aids such as hand trucks, dollies or slings	Safe lifting and carrying, back safety awareness
Chemicals: gases, vapors or liquids which when inhaled, ingested or touched can cause injury or illness	Protective clothing, gloves, glasses/goggles, if indicated, appropriate respirator	MSDS, fire extinguisher, chemical specific handling, hazardous materials training
Biowaste: bodily fluids or OPIM	Gloves, face and eye protection	Bloodborne pathogen training

Additional Hazards: _____

Volunteer Signature

Date

Supervisor Signature

Date

Appendix C

Plumas County Volunteer Bi-Annual Report

(Non-Disaster Service Worker)

Department Name: _____ **Department Head:** _____

Period of Report: (Circle) **1st Half (7/1 - 12/31)** **2nd Half (1/1 - 6/30)** **Year: 20____**

Complete for all department volunteers (attach additional pages if necessary):	
Name: _____	Hours Volunteered: _____
Total Current Volunteers for this Period: _____	
Total Hours Volunteered: _____	

Volunteers new to the department during reporting period:

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Volunteers leaving the department during the reporting period:

Name: _____
Name: _____
Name: _____
Name: _____
Name: _____

(Department Head Signature)

(Date)

Appendix D
Plumas County Volunteer Application
(Non-Disaster Service Worker)

PLEASE PRINT

Applicant Name:

(Last)

(First)

(MI)

Volunteer Position:

Address:

(Street)

(City)

(State)

(Zip Code)

Phone Number:

(Home)

(Work)

(Mobile)

Email Address:

For volunteers under the age of 18, please provide:

Guardian Name:

(Last)

(First)

(MI)

Address:

(Street)

(City)

(State)

(Zip Code)

Phone Number:

(Home)

(Work)

(Mobile)

Email Address:

Please attach photocopy of Driver's License and Work Permit (if applicable).

Explain why you are interested in this assignment:

List all experience and/or skills you have in relation to the volunteer assignment you are applying for:

Please provide three non-related personal references:

Name	Title/Relationship	Address	Phone Number
Name	Title/Relationship	Address	Phone Number
Name	Title/Relationship	Address	Phone Number

What times of the day are you most available to volunteer?

Monday: a.m. ____ p.m. ____ Wednesday: a.m. ____ p.m. ____ Friday: a.m. ____ p.m. ____

Tuesday: a.m. ____ p.m. ____ Thursday: a.m. ____ p.m. ____ Saturday: a.m. ____ p.m. ____

Do you have any health limitations that may restrict your performance of assigned duties? Yes

No

If yes, please provide the specific limitations (i.e. pushing, pulling, lifting, etc.):

I am physically able to perform above services and am not aware of any physical limitations that would preclude me from performing such services. I have read and signed the liability release located in Appendix F of this packet.

(Volunteer Applicant Signature)

(Date)

(Guardian Signature if applicant under 18 years old)

(Date)

Appendix E
Plumas County Agreement and Release Regarding Voluntary Services
(Non Disaster Service Worker)

I, _____, hereby acknowledge that I have voluntarily applied to participate in performing certain services for the Department of _____, County of Plumas. I am voluntarily participating in these activities with the knowledge that there is some risk that I may be injured in the course of performing these services. I have been advised that, by Resolution of the Board of Supervisors, it is the policy of the County of Plumas to cover volunteers as employees of the County for purposes of Workers Compensation benefits. I also understand that, under Workers Compensation laws, Workers Compensation benefits will be the sole and exclusive remedy in the event I am injured while performing these volunteer activities and services.

With the exception of Workers Compensation benefits as set out above, I hereby agree that I, my heirs, guardians, legal representatives and assigns will not make a claim against or file an action against the County of Plumas or any of its agents, officers, or employees, for injury or damage resulting from negligence, howsoever caused, by any employee, agent, or officer of the County of Plumas as a result of my participation in this volunteer activity or services. In addition, I hereby release and discharge the County of Plumas, its agents, officers, and employees from all actions, claims, and demands that I, my heirs, guardians, legal representatives or assigns now have or may hereafter have for injury or damage resulting from my participation in these volunteer activities or services.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A PARTIAL RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE COUNTY OF PLUMAS AND SIGN IT OF MY OWN FREE WILL.

Date: _____	Signature: _____ Volunteer
Date: _____	Signature: _____ Parent or Guardian
Date: _____	Signature: _____ Witness
Date: _____	Signature: _____ Supervisor/Division Head
Date: _____	Signature: _____ Department Head

Appendix F
Plumas County Volunteer – Oath of Confidentiality
(Non Disaster Service Worker)

I, the undersigned, hereby agree not to divulge or distribute any information or records I may encounter during the performance of my duties with Plumas County.

I agree that any discussions, records and information that I have access to in connection with these activities will not be disclosed to any unauthorized person.

I recognize that unauthorized release of confidential information may expose me to civil/criminal liabilities and fines under Federal, State and local governmental regulations.

Executed this _____ day of _____, at _____, California

SIGNATURE: _____

NAME (Print): _____

Appendix G
Plumas County Short-Term Volunteer
Application, Agreement, and Release Regarding Voluntary Services
(Non-Disaster Service Worker)

PLEASE PRINT

Applicant Name: _____ **Volunteer Position:** _____

(Last, First, MI)

Address: _____
(Street) _____ (City) _____ (State) _____ (Zip Code)

Phone Number: _____
(Circle - Home/Work/Mobile) _____
Email address: _____

VOLUNTEERS UNDER THE AGE OF 18, PLEASE PROVIDE:

Guardian Name: _____ **Phone Number:** _____
(Last, First, MI) _____ (Circle - Home/Work/Mobile)

Address: _____
(Street) _____ (City) _____ (State) _____ (Zip Code)

Do you have any health limitations that may restrict your performance of assigned duties? **Yes** **No**

I, _____, hereby acknowledge that I have voluntarily applied to participate in performing certain services for the Department of _____, County of Plumas. I am voluntarily participating in these activities with the knowledge that there is some risk that I may be injured in the course of performing these services. I have been advised that, by Resolution of the Board of Supervisors, it is the policy of the County of Plumas to cover volunteers as employees of the County for purposes of Workers Compensation benefits. I also understand that, under Workers Compensation laws, Workers Compensation benefits will be the sole and exclusive remedy in the event I am injured while performing these volunteer activities and services.

With the exception of Workers Compensation benefits as set out above, I hereby agree that I, my heirs, guardians, legal representatives and assigns will not make a claim against or file an action against the County of Plumas or any of its agents, officers, or employees, for injury or damage resulting from negligence, howsoever caused, by any employee, agent, or officer of the County of Plumas as a result of my participation in this volunteer activity or services. In addition, I hereby release and discharge the County of Plumas, its agents, officers, and employees from all actions, claims, and demands that I, my heirs, guardians, legal representatives or assigns now have or may hereafter have for injury or damage resulting from my participation in these volunteer activities or services.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A PARTIAL RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE COUNTY OF PLUMAS AND SIGN IT OF MY OWN FREE WILL.

Date: _____ **Signature:** _____

Volunteer

Date: _____ **Signature:** _____

Parent or Guardian

Date: _____ **Signature:** _____

Division Head

Date: _____ **Signature:** _____ **County of**
Plumas

Authorization to use privately owned vehicle on County business

CERTIFICATION

Approval is requested to use a privately-owned vehicle to conduct County business.

I hereby certify that whenever I drive a privately-owned vehicle on County business or County time, that I will have a valid driver's license in my possession and the vehicle shall always be:

1. Covered by liability insurance for the minimum amount of \$100,000 for personal injury to or death of one person, and \$300,000 for injury to or death of two or more person in one accident.
2. Adequate for the work to be performed.
3. Equipment with safety belts in operating condition.
4. In safe mechanical condition as required by law.

I further certify that while using a privately-owned vehicle on County business or County time:

1. I understand that my insurance is primary in the even of loss. The per mile reimbursement rate includes all costs related to the operation of the vehicle including liability and auto insurance.
2. All accidents will be reported to the County Risk Manager within 24 hours. All reports will be made on the Plumas County Incident Report Form.

Driver's License Number _____ State _____

Expiration Date _____ Insurance Company _____

Employee's Printed Name _____

Date _____ Employee's Signature _____

Approval: Use of privately owned vehicle, on County business, County time, has been approved for the time period of 7/1/____ thru 6/30/____ (Maximum one year)

Department Name _____

Department Head's signature

Date



OFFICE of the DISTRICT ATTORNEY
and PUBLIC ADMINISTRATOR
David Hollister, District Attorney
520 Main Street, Room 404
Quincy California 95971
(530) 283-6303 • Fax (530) 283-6340

Jc

TO: THE HONORABLE BOARD OF SUPERVISORS
FROM: DAVID HOLLISTER, DISTRICT ATTORNEY
RE: Overview of Criminal Justice Realignment (AB 109)
DATE: October 4, 2011

Introduction:

On behalf of the Executive Committee of the Community Corrections Partnership (CCP) the District Attorney is requesting permission of the Board of Supervisors to offer a 45 minute presentation (with PowerPoint slides) concerning an overview of Criminal Justice Realignment, otherwise known as AB 109.

This presentation will provide a legal and substantive update on the state of the law and a preview of the CCP Action Plan which will be presented to the Board of Supervisors on October 11, 2011. An outline of the presentation for October 4 is attached.

31

1 Criminal Justice Realignment

2

3 The Legislation

- AB 109 (signed 4/4/11; eff 10/1/11)
 - 489 pages
- AB 117
 - 96 pages
- AB 118
- AB 116
 - 28 pages
- Clean-up Legislation (???)
 - AB 17
 - AB 16/ SB 5

4 Overview

- Introduction
- Changes to Incarceration
 - County Jail vs State Prison
 - Custody Credits
 - Presentence Electronic Surveillance
- Changes to Supervision
 - Probation
 - Post Release Supervision
 - Parole
- Funding
- Planning – Community Corrections Partnership

5 Introduction

6 Criminal Justice Realignment

Why???

- Costs of State Prison System Growing
 - 2011-12 Budget = \$10,017,591,000.
 - 2008-09 = \$48,536/inmate/yr
 - Approx \$16k medical, mental and dental care
- State Prison Recidivism Rate 70%
 - Problematic Approach – Removes Supervision
- Save California General Fund est \$458 Million
 - Obligation shifted to Counties
 - No Cut in State Taxes
- Reduce inmate capacity in state prisons to 137.5% by 5/24/13 per US Supreme Court order
 - [Backdoor Sentencing Reform]

7

8 Constitutional / Statutory Importance of DA

- California Constitution Art. XIII, sec. 35

- "Public safety is the first responsibility of local government"
- "local officials have an obligation to give priority to the provision of adequate public safety resources"

9  Public Safety Realignment

- Local custody for non-violent, non-serious, non-sex offenders
- Changes to State Parole
- Local Post-release Supervision
- Local Planning

10  Prospectively Applied

October 1, 2011

11  Changes to Incarceration

12  Definition of a Felony

PC 17

- Old Law: Felony is a crime punishable by death or imprisonment in the state prison
- New Law: Felony is a crime punishable by death, imprisonment in state prison or imprisonment in county jail pursuant to PC 1170(h)

13  Sentenced to Local Custody

- Definition of felony includes certain crimes punishable in jail for more than a year
- Maintains length of sentence
- Time served in jails instead of prisons
 - Non-violent offenders
 - Non-serious offenders
 - Non-sex offenders

14  PC 1170(h): Non/Non/Non

- A felony punishable under PC 1170(h) shall be punishable by a term in county jail
- Almost 500 criminal statutes amended to permit sentencing pursuant to PC 1170(h)

15  Additional Features

- Enhanced Local Custody and Supervision tools
 - Alternative custody for county jails
 - Home detention for low level offenders
 - Local jail credits like current prison credits

16  **Sentenced to State Prison**

- Prior or current serious of violent felony (see PC 1192.7(c) and 667.5(c))
- Sex Offender registrant per PC 290
- Theft enhancement (\$1 million – PC 186.11)
- Excluded Crimes (list of 70)

- Ct Cannot Strike (PC 1170(h))

17  **Excluded Crimes**

- Examples (approximately 70 +/-)
 - Felony physical abuse of an elder
 - Assault on a peace officer
 - PC 12021
 - VC 23153
 - Sale of Horse Meat

18  **Felony Sentences**

- Probation
- State Prison
- Local Prison
 - Per PC 1170(h)(5) can "split" sentence
 - Ex: Mid term HS 11352 (4 yrs): 2 yrs in county jail and 2 years mandatory supervision
 - If no "split" then no post release supervision
 - Ex: Low term HS 11378 (16 mo): 16 mo in county jail (no post-release supervision)

19  **WHY????**

- Why would anybody accept probation
- Example: HS 11378
 - Probation: 5 yrs formal probation, 12 mos county jail (serve 6 mos)
 - Local Prison: 16 mo (serve 8 mos), no supervision after release

20  **Home Detention**

PC 1203.016

- Sheriff May Voluntarily/Involuntarily Offer Home Detention to Anyone Sentenced to County Jail
- BOS Creates Rules/Regs
 - No DA/Ct Involvement
- Cts Rec Should Carry Great weight
- Inmates Can Work, Go to School, Attend Medical Appts.
- Unauthorized Departures = PC 4532 (eligible for state prison)
- Problems: No Truth in Sentencing (Prop 8), Violations of Marsy's Law (Vic Notification)

21  **Contracting Back**

- Realignment allows counties to contract back with the state to send local offenders to state prison
 - Huge Due Process Issue (total discretion by Sheriff w/ no court review)
- Cannot contract back parole offenders
- \$78/day State Prison (\$28,470/yr)
- \$44/day Fire Camp (\$16,060/yr)

22  **CDCR Provided #s**

- Projected Institution Discharges to Post Release (Oct 2011 – Sept 2013)
 - 21 (TOTAL)
- Number of Persons Not Sent to State Prison as New Admissions (Oct 2011 – Oct 2012)
 - 16 New Admissions
 - 3 Parole Violators
 - Total = 19

23  **Actual #s (Using FY 2010-11)**

- State Prison Sentences
 - 34 sent to prison
 - Of the 34, 24 would remain in county jail under AB109
 - Of the 24, the average sentence was 24.33 months
 - Under AB109, a 24.33 month average sentence would equate to approximately 12 mos, 10 days of actual time per inmate
- County Jail Sentences
 - 455 defendants sentenced to county jail (both Misd and Felony)
 - Of the 455, average sentence was 39.127 days in county jail
 - Under AB109, a 39.127 day sentence would equate to 19.56 actual days in jail

24  **Variables**

- Timing of sentence (see next slide)
- Not Included
 - Parole Revocations
 - Probation Violations
 - Warrants
 - ICE (INS) Holds
- Jail Population
 - Female
 - Ad Seg

25 

26  **Changes to Custody Credits**

- Applies to Crime Committed On/After 10/1/11
 - Compare w/ other rules (apply when sentenced on/after 10/1/11)
- True Day for Day while in County Jail
- 2 Days Credit for Every 2 Days Served
- Applies to All Crimes
 - Exceptions (Violent 15%, Strike Prior 20%) apply once received in state prison

27  **Pretrial Incarceration**

PC 1203.018 – Electronic Surveillance in lieu of bail

- BOS, DA, Sheriff make rules
- No holds or warrants
- Defendants Waiting Trial
 - Misdemeanant = over 30 days
 - Felon = over 60 days
- Def Must Agree in Writing to Comply w/ Rules
- Def Can go to Work, School, and Med Appts
- Unauthorized departure = Misdemeanor

28  **Changes to Supervision**

29  **Post Release Supervision**

- ① ■ Prior to 10/1/11
 - Probation
 - Parole
- ② ■ On/After 10/1/11
 - Probation
 - Post Release Community Supervision
 - Parole

30  **Post Release Community Supervision**

PC 3450 et seq

- Who
 - Parolees released from prison after 10/1/11
 - Returned to County of Last Legal Residence
 - Expect approx 67 during next 18 mos (per CDCR)
 - Population Included
 - Low to Mid risk Sex offender
 - Non/Non/Non Currently Serving Prison Term
 - Currently Serving Term for Exempted Crime
 - Offender already on parole, but complete a term of revocation on/after 11/1/11
 - Prisoners w/ past strike

31  **Post Release Community Supervision, Continued**

- Supervised by Probation
 - Def must sign agreement
 - Proscribe conditions
 - Intermediate Sanctions (see next slide)
- Revocations Heard by Superior Court
 - Petition filed by Probation
 - Prosecuted by DA
 - Sentenced limited to 180 dys (90 actual)
- Length of Post Release Community Supervision
 - 3 yrs maximum
 - 6 mos w/ no violations MAY be discharged
 - 12 mos w/ no violations SHALL be discharged

32  **Examples of Intermediate Sanctions**

- Flash incarceration (up to 10 days – no judge involved)
- Intensive community supervision

- Home detention w/ EM/GPS
- Work furlough / training / education
- Day reporting
- Mandatory residential / non- residential treatment abuse program
- Community based residential programs offering structure

33  **State Parole Supervision**

- Current Serious or Violent Felony
- 3rd Striker
- Mentally Disordered Offender
- High Risk Sex Offender (by CDCR)
- *** Revocations up to 180 days (only) and are served in county jail (hearing by parole board, not local court until July 2013)

34  **Supervision Needs**

FY 2010-11

- 569 Total Grants of Probation
 - Average term 32.46 months
 - 460 Court Probation
 - 93 Formal Probation
 - 11 Prop 36
 - 5 Drug Court

35 

36  **Variables**

- Criminal Justice System is Catch-all
 - Mental health problems
 - Substance abuse
 - Socio-economic
- Alcohol and Drugs Cross-over Categories
 - Ex: Addict breaks into car to steal CDs to sell to support drug habit
- Some Summary Probations Need Services
 - Ex: 3rd time DUI – ignition interlock

37  **Funding**

38 

39  **Planning**

CCP – Community Corrections Partnership

40 **Community Corrections Partnership**

- General and Executive Committees
- Shall recommend local plan to the BOS for the implementation of the 2011 public safety realignment
- CCP Plan is deemed accepted by the BOS unless the BOS rejects the plan by a vote of 4/5ths of the BOS

41 **Implementation Plan for 2011 Public Safety Realignment**

- Court Plan
- Probation Supervision Plan
- Incarceration Plan
 - Jail beds
 - Contract beds
 - Alternative custody programs
 - GPS units
 - Fire camp contracted beds w/ CDCR
 - Probation Supervision Plan

42 **Implementation Ideas**

- Custodial Exit Interview
- Pre-plea diversion
- Probation Supervision Plan
- Alcohol and Drug

43 **Constitutional / Statutory Importance of DA**

- California Constitution Art. XIII, sec. 35
 - "Public safety is the first responsibility of local government"
 - "local officials have an obligation to give priority to the provision of adequate public safety resources"

44 **Community Corrections Partnership Plan**

- Framework in Place 10/1/11
- BOS Approval
- Modifications

45 **To Do List - BOS**

- CCP Plan (4/5 to reject)
- Electronic Surveillance in Lieu of Bail (PC 1203.018)
- Sheriff Home Detention (PC 1203.016)

46 **Liability Issues**

- Initial Law Suits re New Legislation
- "Flash Incarceration"

- Contract Back provisions
- Jail Conditions
- Approach
 - Guarded and Gradual



Office of the Sheriff

3B

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

GREGORY J. HAGWOOD
SHERIFF/CORONER

DATE: **September 22, 2011**

TO: **Honorable Board of Supervisors**

FROM: **Sheriff Gregory Hagwood**

RE: **Agenda Item for the meeting of October 4, 2011**

Recommended Action:

Authorize the Auditor to pay invoices from the State of California for MedCom Repeaters at Mt. Hough and Red Hill for fiscal years 2009-2010, 2010-2011 and 2011-2012.

Background and Discussion:

For more than 30 years, NorCal has kept, maintained and operated a MedCom radio system used for various ambulance services to contact their base, or transferring, hospital with vital patient information. NorCal EMS, the County's LEMSA provider, has experienced significant downsizing that has necessitated Plumas County having to assume ownership and responsibility for all MedCom assets used by the Plumas County EMS system. In May of last year, your board agreed to take these assets over to assure the necessary continuity of EMS operations desired for residents and visitors of Plumas County.

The Sheriff's Office became involved in the project as it became a requirement that all NorCal FCC licenses be transferred to an agency that has established public safety FCC licenses. With that need, the Sheriff's Office has worked with NorCal and the FCC to have the ownership of all MedCom licensing at sites used by Plumas County's EMS responders changed to the Sheriff's Office.

Your Board has previously approved lease agreements for Med Com repeaters with private vendors at the Dyer Mtn. and Beckwourth Peak sites. Due to their budgetary and manpower issues, the State of California took much longer to create the necessary lease and assignment documents to fully complete the repeater transfers on Mt Hough and Red Hill. Those documents have been approved by County Counsel and signed, per previous acquired Board of Supervisor authority, by the County Administrative Officer.

Unfortunately the delay in the State preparing the needed agreements has ended up spanning three fiscal years. This requires your Board to authorize and direct the Auditor to pay past years expenses to the State of California consistent with the lease agreements.

The necessary funding to pay these invoices has been made available through the Health Dept. and are in the appropriate Sheriff's Office budget line items for payment processing.

Due to their large size, only the initial pages of the lease agreements are attached to this request. The Clerk has full copies should they need to be reviewed further.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

3c1

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: September 19, 2011

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Consent Agenda Item for October 4, 2011

Item Description and Recommendation: Approve Subcontract Agreement Numbers IIIB-0412-12 and IIIC-045-12 between Plumas County Public Health Agency (PCPHA) and The Chico Research Foundation to provide Nutrition and Transportation services to the senior citizens of Plumas County for FY 2011-2012, and authorize the Director of Public Health to sign as the Boards designee.

Background Information: As the Board is aware, Plumas County Public Health Agency has received funding from The Chico Research Foundation on behalf of its program the Area Agency Aging for the purpose of providing nutritious meals and transportation to seniors.

Plumas County's Senior Transportation Program consist of providing transportation for seniors who require help in going from one location to another, with primary focus on transportation to and from nutrition sites, for medical appointments and shopping. Subcontract Agreement No. IIIB-0412-12 (Senior Transportation) begins on July 1, 2011 and continues through June 30, 2012.

Plumas County's Senior Nutrition Program consist of congregate meals at four nutrition sites throughout Plumas County and nutrition education programs that promote increased awareness and understandings of the role of nutrition in overall health. Subcontract Agreement No. IIIC-045-12 (Senior Nutrition) begins on July 1, 2011 and continues through June 30, 2012.

A copy of the Agreements are on file with the Clerk of the Board for your review. Please feel free to contact me should you have any questions or need additional information. Thank you.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

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Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education 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: September 19, 2011

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for October 4, 2011

Item Description/Recommendation: Approve an Equipment Lease Agreement between the County of Plumas and Scott Tanner Business Equipment for copy machines and printer services, and authorize the Director of Public Health to sign as the Boards designee.

History/Background: Plumas County Public Health Agency has two current copy machines that have exceeded their “copy life” and are due to be replaced. PCPHA received bids from Ray Morgan and Scott Tanner and have chosen to contract copy machines services with Scott Tanner Business Equipment.

The Board action today will approve a 60 month lease agreement between the County of Plumas and Scott Tanner Business Equipment for copy machines and printer services, and authorize the Director of Public Health to sign as the Board’s designee.

Please contact me should you have any questions or need additional information. A copy of the Agreement, which was approved by County Counsel, is on file with the Clerk of the Board for your review.

Thank You.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

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Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education 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: September 19, 2011

To: Honorable Board of Supervisors

From: Mimi Hall

Agenda: Agenda Item for October 4, 2011

Item Description/Recommendation: Approve Cooperative Agreement Number FRC1112PCCPHA between Feather River College and Public Health to provide various health care services to students attending Feather River College, and direct the Chair to sign.

Background Information: As the Board is aware Plumas County Public Health Agency has provided health services to students at Feather River College for many years. These services include; counseling and health education, assessment and/or referral.

Through this Cooperative Agreement Feather River College will cover the cost of providing these health services to students attending Feather River College. No additional staff is needed to provide these services. The Cooperative Agreement is effective July 1, 2011 through June 30, 2012 and is in the amount of \$25,000.00.

A copy of the Agreement was approved by County Counsel a copy of which 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 Public Health Agency

270 County Hospital Road, Quincy, California 95971

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Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education 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: September 19, 2011

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Consent Agenda Item for October 4, 2011

Item Description/Recommendation: Approve a Resolution to contract with the California Department of Health Services, STD Control Branch for communicable disease control, and authorize the Director of Public Health to sign as the Board designee.

Background Information: The California Department of Health Services (CDHS) continues to make funding available to support efforts to promote, facilitate, and enhance local capacity for chlamydia awareness and prevention education consistent with California's five year strategic plan for chlamydia prevention and control. Chlamydia is the most reported communicable disease in California. It is a sexually transmitted infection, which causes extensive, long lasting damage to a woman's reproductive capacity. It is estimated that one in six couples suffer from infertility due to untreated chlamydia infections.

Plumas County Public Health Agency receives funding from CDHS via a contract with a funding cycle of July 1, 2011 through June 30, 2013 in the amount of \$4,667 per year for two years, for a total of \$9,334.00. These funds will be used exclusively to implement a community based chlamydia awareness campaign in Plumas County. The activities will be coordinated with other communicable disease activities conducted by the Public Health Nursing staff. It is estimated that for every one-dollar invested in prevention education and screening for chlamydia, twelve dollars are saved in treating the complications of this serious infection. If diagnosed early, chlamydia can be effectively treated and individuals cured from this communicable disease.

A copy of the Standard Agreement Number 11-10051 with the California Department of Health Services, STD Control Branch has been reviewed and approved by County Counsel, a copy of which 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 Public Health Agency

270 County Hospital Road, Quincy, California 95971

3c5

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: September 19, 2011

To: Honorable Board of Supervisors

From: Mimi Hall

Agenda: Consent Agenda Item for October 4, 2011

Item Description/Recommendation: Approve a Resolution to accept Amendment Number A03 to Agreement Number 07-65028 with the State Department of Health Services for the Medi-Cal Administrative Activities Program for FY 2010-2012, and authorize the Director of Public Health to sign the Standard Agreement(s) and Certifications as the Board's designee.

Background Information: On April 8, 2008 the Board approved Agreement Number 07-65028 for the State Department of Health Services Medi-Cal Administrative Activities Program. The goal of the Medi-Cal Administrative Activities Program is to ensure that local assistance is provided to Medi-Cal eligible individuals, and their families in facilitating their receipt of services and activities from the Med-Cal Program.

Plumas County Public Health Agency has participated in the Medi-Cal Administrative Activities (MAA) Program for the past several years. This program allows counties, through a system of time studies and cost reports to enhance existing time and activities performed by specific staff relating to administration of Medi-Cal related services. Staff time and activities are enhanced with Federal funds using a formula based on staff classification, organizational structure and duty statements.

The original agreement was in the amount of One Million Eight Hundred Thousand Dollars. The State has now amended the agreement in the amount of Three Million Eighty One Thousand Seven Hundred Thirty Two Dollars to compensate the contractor and subcontractors for performing services in years four and five.

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



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

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Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education 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: September 20, 2011

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Agenda Item for October 4, 2011

Item Description/Recommendation: Approve a Service Agreement with Carol Casaday 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.

Carol Casaday will be providing consultation services to develop the Plumas County Alcohol Tobacco and Other Drug Continuum of Services Strategic Plan. Her work has spanned many different systems, including substance abuse treatment, healthcare, children's mental health, child abuse prevention, community health planning, youth violence prevention, and youth development. Her work in substance abuse prevention and treatment includes 5 years as executive director of the Chemical Dependency Center for Women in Sacramento where she developed and managed a full service prevention, treatment, and recovery organization addressing the needs of women, children and their families. Carol worked as a program officer for the California Endowment providing funding, technical assistance and direction to several counties developing collaborative efforts and plans addressing methamphetamine prevention. Carol worked for 15 years as an independent consultant to community based organizations, public agencies, school districts and private foundations in program, organizational and fund development, planning, research, community needs assessments, stakeholder interviews and community surveys, policy development and systems change.

The Service Agreement has been reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

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Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education 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: September 19, 2011

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Agenda Item for October 4, 2011

Item Description/Recommendation: Approve the multi-year service agreements with Plumas Rural Services, Roundhouse Council, Plumas County Children and Families Commission, Plumas Crisis Intervention and Resource Center, Seneca Hospital District, Eastern Plumas Healthcare and Plumas District Hospital for activities related to Medi-Cal Administrative Activities Program, and direct the Chair to sign.

History/Background: State and federal laws allow local government agencies that conduct Medi-Cal Administrative Activities (MAA) to claim federal reimbursement for a share of the cost of conducting the activities. PCPHA is the designated local government agency for MAA in Plumas County. Local government agencies may claim MAA funds for subcontractors that perform MAA.

The proposed Service Agreements provide for a pass-through of federal Medicaid funds for MAA undertaken by the Centers. No County General Funds are involved. PCPHA will recover the costs of administering the MAA claims by withholding 15 percent of the gross amount of Medi-Cal reimbursement received by PCIRC. The payments are contingent upon the County's actual receipt of Medi-Cal reimbursement from the State. Thus, there is no risk to the County if all or part of the anticipated federal revenue is not realized. This arrangement provides a unique opportunity to support enhanced community services at no risk to the County.

The following is the list of services agreements:

MAA0712PRS	Plumas Rural Services
MAA0712PCIRC	Plumas Crisis Intervention & Resource Center
MAA0712PCCFC	Plumas County Children and Families Commission
MAA0712RHC	Round House Council
MAA1112SHD	Seneca Hospital District
MAA1112EPH	Eastern Plumas Healthcare
MAA1112PDH	Plumas District Hospital

The Service Agreements have been reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Should you have any questions or need additional information, please contact me. Thank you.



DEPARTMENT OF FACILITY SERVICES

198 ANDY'S WAY., QUINCY, CALIFORNIA 95971-9645
(530) 283-6299 FAX: (530) 283-6103



Joe Wilson
Director

DATE: September 26th, 2011
TO: Honorable Board of Supervisors
FROM: Joe Wilson, Director of Facility Services/ Airports
Subject: Award of Construction Contracts for Airport Improvement Projects.

Recommended Action

1. Award construction contract in the amount of **\$209,902.00** to Hat Creek Construction for reconstruction of Taxilanes at Chester Rogers Field Airport. Authorize the Chair to execute the construction contract.
2. Award construction contract in the amount of **\$298,236.12** to Cal Electro Incorporated to furnish and install Automated Weather Observation Systems and performed associated electrical work at Gansner and Nervino Airports. Authorize the Chair to execute the construction contract.
3. Award construction contract in the amount of **\$316,613.00** to Hat Creek Construction for rehabilitation of airfield joints and remarking of pavement markings at Gansner and Nervino Airports. Authorize the Chair to execute the construction contract.

Background

Plumas County has received three FAA grants totaling \$924,456.00 for Airport Improvement projects at all three County Airports. These projects will enhance the safety and usability of the airports as well as preserve the existing infrastructure. The grants from the FAA fund 95% of the cost of the projects. The State of California Department of Transportation will fund an additional 2.5% through its Aviation Development Program, with the County responsible for the remaining 2.5%. The total cost of these projects to the County Airports is \$23,111.40

The County solicited sealed bids from contractors and opened bids on August 18th 2011. (Please see attached bid tabulations for details.) The scope of the work entails replacing pavement at Chester Rogers Field, furnishing and installing Automated Weather Stations for Gansner and Nervino Airports, and providing rehabilitation of the airfield pavement joints and markings at Gansner and Nervino Airports.

The low bidder for the Automated Weather Observation Systems and associated electrical work was Cal Electro Incorporated. The low bidder for both the marking and joint seal, and paving was Hat Creek Construction. The FAA has approved these bids and concurs with the staff recommendation to award. County Counsel has reviewed and approved the construction agreements which are on file with the Clerk of the Board.

ROGERS FIELD
CHESTER, PLUMAS COUNTY, CALIFORNIA

RECONSTRUCTION OF TEE HANGAR TAXILANES

AIP NO. 3-06-0040-__

BID OPENING:
WEDNESDAY, AUGUST 17, 2011 @ 2:00 P.M.

SUMMARY OF BIDS

<i>Engineer's Estimate</i>	\$	184,910.00
1. Hat Creek Construction	\$	209,902.00
2. Dig It	\$	244,098.00

ROGERS FIELD
CHESTER, PLUMAS COUNTY, CALIFORNIA

RECONSTRUCTION OF TEE HANGAR TAXILANES

AIP NO. 3-06-0040-—

ABSTRACT OF BIDS

BID OPENING: AUGUST 17, 2011 @ 2:00 P.M.

Item No.	Description	Unit	Quantity	Engineer's Estimate		Hat Creek Construction		Dig It	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Marking and Lighting of Closed Airport Facilities	L.S.	L.S.	L.S.	\$ 10,000	L.S.	\$ 10,000	L.S.	\$ 4,271
2	Mobilization	L.S.	L.S.	L.S.	\$ 10,000	L.S.	\$ 32,702	L.S.	\$ 26,652
3	Unclassified Excavation	Cu. Yd.	950.0	\$ 18.00	\$ 17,100	\$ 20.00	\$ 19,000	\$ 5.20	4,940
4	Pulverize Existing AC and Mix with Existing Base	Sq. Yd.	2,350.0	6.00	14,100	3.50	8,225	3.60	8,460
5	Excavate, Stockpile, Place and Compact Pulverized AC and AB as Aggregate Subbase Course	Cu. Yd.	450.0	15.00	6,750	50.00	22,500	70.00	31,500
6	Scarfify and Recompact 6" of Subgrade	Sq. Yd.	2,600.0	2.00	5,200	2.00	5,200	5.00	13,000
7	Aggregate Base Course	Ton	1,200.0	50.00	60,000	28.00	33,600	49.00	58,800
8	Bituminous Surface Course	Ton	450.0	110.00	49,500	140.00	63,000	186.00	83,700
9	Saw Cut Existing Bituminous Surface Course	Ln. Ft.	1,000.0	5.00	5,000	1.00	1,000	3.00	3,000
10	Bituminous Prime Coat	Ton	2.5	1,500.00	3,750	3,500.00	8,750	1,888.00	4,720
11	Bituminous Tack Coat	Ton	1.5	1,500.00	2,250	2,200.00	3,300	1,130.00	1,695
12	Airfield Marking	Sq. Ft.	420.0	3.00	1,260	6.25	2,625	8.00	3,360
Total					\$ 184,910		\$ 209,902		\$ 244,098

SCHEDULE A - BECKWOURTH-NERVINO AIRPORT
BECKWOURTH, PLUMAS COUNTY, CALIFORNIA
REHABILITATE AIRFIELD PAVEMENT JOINTS
REMARK AIRFIELD PAVEMENT MARKINGS
AIP NO. 3-06-0020-—

SCHEDULE B - GANSNER FIELD
QUINCY, PLUMAS COUNTY, CALIFORNIA
REHABILITATE AIRFIELD PAVEMENT JOINTS
REMARK AIRFIELD PAVEMENT MARKINGS
RELOCATE RUNWAY 6 THRESHOLD
AIP NO. 3-06-0191-—

BID OPENING:
WEDNESDAY, AUGUST 17, 2011 @ 2:00 P.M.

SUMMARY OF BIDS

<i>Engineer's Estimate</i>	<u>Schedule A</u>	<u>Schedule B</u>	<u>Schedule A + Schedule B</u>
1. Hat Creek Construction	\$ 156,550.00	\$ 162,755.00	\$ 319,305.00
2. Ariza Construction*	\$ 155,384.00	\$ 161,229.00	\$ 316,613.00
	\$ 188,956.00	\$ 214,044.00	\$ 403,000.00

SCHEDULE A
BECKWOURTH-NERVINO AIRPORT
BECKWOURTH, PLUMAS COUNTY, CALIFORNIA

REHABILITATE AIRFIELD PAVEMENT JOINTS
REMARK AIRFIELD PAVEMENT MARKINGS

AIP NO. 3-06-0020—

ABSTRACT OF BIDS

BID OPENING: AUGUST 17, 2011 @ 2:00 P.M.

Item No.	Description	Unit	Quantity	Engineer's Estimate		Hat Creek Construction		Ariza Construction	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
A1	Marking and Lighting of Closed Airport Facilities	L.S.	L.S.	L.S.	\$ 10,000	L.S.	\$ 12,850.00	L.S.	\$ 2,700.00
A2	Mobilization	L.S.	L.S.	L.S.	10,000	L.S.	9,700.00	L.S.	12,636.00
A3	Rehabilitate Existing Joints in Pavement	Ln. Ft.	6,000.0	\$ 3.00	18,000	\$ 5.37	32,220.00	\$ 3.50	21,000.00
A4	Reseal Existing Joints in Pavement	Ln. Ft.	100,000.0	1.00	100,000	0.78	78,000.00	1.30	130,000.00
A5	Airfield Marking - 2 Coats With Beads	Sq. Ft.	200.0	2.00	400	4.17	834.00	4.20	840.00
A6	Airfield Marking - 1 Coat With Beads	Sq. Ft.	12,100.0	1.50	18,150	1.80	21,780.00	1.80	21,780.00
	TOTAL SCHEDULE A				\$ 156,550		\$ 155,384.00		\$ 168,956.00

SCHEDULE B
GANSNER FIELD

QUINCY, PLUMAS COUNTY, CALIFORNIA

REHABILITATE AIRFIELD PAVEMENT JOINTS
REMARK AIRFIELD PAVEMENT MARKINGS
RELOCATE RUNWAY 6 THRESHOLD

AIP NO. 3-06-0191—

ABSTRACT OF BIDS

BID OPENING: AUGUST 17, 2011 @ 2:00 P.M.

Item No.	Description	Unit	Quantity	Engineer's Estimate		Hat Creek Construction		Ariza Construction	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
B1	Marking and Lighting of Closed Airport Facilities	L.S.	L.S.	L.S.	\$ 10,000	L.S.	\$ 4,850.00	L.S.	\$ 2,700.00
B2	Mobilization	L.S.	L.S.	L.S.	10,000	L.S.	5,615.00	L.S.	13,993.00
B3	Rehabilitate Existing Joints in Pavement	Ln. Ft.	5,000.0	\$ 3.00	15,000	\$ 6.22	31,100.00	\$ 3.50	17,500.00
B4	Reseal Existing Joints in Pavement	Ln. Ft.	90,000.0	1.00	90,000	0.78	70,200.00	1.35	121,500.00
B5	Remove Existing Airfield Marking	Sq. Ft.	2,150.0	2.00	4,300	4.20	9,030.00	5.10	10,985.00
B6	Airfield Marking - 2 Coats With Beads	Sq. Ft.	3,700.0	2.00	7,400	1.82	6,734.00	1.80	6,660.00
B7	Airfield Marking - 1 Coat With Beads	Sq. Ft.	9,000.0	1.50	13,500	1.75	15,750.00	1.80	16,200.00
B8	Airfield Marking - 1 Coat Without Beads	Sq. Ft.	1,600.0	1.50	2,400	1.50	2,400.00	1.50	2,400.00
B9	Airfield Cable, L824, 1/2, No. 8, Type C, 5 KV, Furnish and Install in Duct or Conduit	Ln. Ft.	200.0	3.00	600	16.00	3,200.00	8.00	1,600.00
B10	Underground Electrical Duct, Type II, 1-way, 2-inch	Ln. Ft.	65.0	15.00	975	35.00	2,275.00	54.00	3,510.00
B11	Remove and Relocate Existing Base-Mounted Runway Edge Lights, Complete	Each	2.0	1,000.00	2,000	1,000.00	2,000.00	1,998.00	3,996.00
B12	Remove and Relocate Existing Base-Mounted Runway Threshold Lights, Complete	Each	6.0	1,000.00	6,000	860.00	5,160.00	1,620.00	9,720.00
B13	Remove Existing Airfield Guidance Sign and Place Steel Cover on Light Base	Each	1.0	300.00	300	1,250.00	1,250.00	1,100.00	1,100.00
B14	Furnish and Install Taxiway Retroreflective Markers	Each	1.0	100.00	100	465.00	465.00	550.00	550.00
B15	Relocate Existing Taxiway Retroreflective Markers	Each	3.0	60.00	180	400.00	1,200.00	550.00	1,650.00
TOTAL SCHEDULE B					\$ 162,755			\$ 161,229.00	\$ 214,044.00

**SCHEDULE A - GANSNER FIELD * QUINCY, CALIFORNIA
FURNISH AND INSTALL AUTOMATIC WEATHER OBSERVATION SYSTEM (AWOS A-V)
AND PAPI RUNWAY 24
AIP NO. 3-06-0191-**

**SCHEDE B - BECKWOURTH-NERVINO AIRPORT * BECKWOURTH, CALIFORNIA
FURNISH AND INSTALL AUTOMATIC WEATHER OBSERVATION SYSTEM (AWOS A-V)
REPLACE ROTATING BEACON
AIP NO. 3-06-0020-**

**BID OPENING:
WEDNESDAY, AUGUST 17, 2011 @ 2:00 P.M.**

SUMMARY OF BIDS

<u>Engineer's Estimate</u>	<u>Cal Electro</u>	<u>Royal Electric</u>	<u>Converse Construction</u>
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Schedule A:

Base Bid	\$ 318,975	\$ 166,341.27	\$ 187,924.50	\$ 230,502.00
Deductive Alternate No. 1	\$ (15,000)	\$ (61,500.00)	\$ (1,26)	\$ -
Additive Alternate No. 2	\$ 15,000	\$ 86,980.00	\$ 18,700.00	\$ 17,250.00
Additive Alternate No. 3	\$ 25,000	\$ 100,522.50	\$ 32,000.00	\$ 29,637.00

Schedule B:

Base Bid	\$ 197,875	\$ 131,894.85	\$ 148,712.50	\$ 144,015.00
Deductive Alternate No. 1	\$ (15,000)	\$ (61,500.00)	\$ (1,26)	\$ -
Additive Alternate No. 2	\$ 15,000	\$ 86,980.00	\$ 18,700.00	\$ 17,250.00
Additive Alternate No. 3	\$ 25,000	\$ 100,522.50	\$ 32,000.00	\$ 29,637.00

Total - Schedule A + Schedule B

Base Bid	\$ 516,850	\$ 298,236.12	\$ 336,637.00	\$ 374,517.00
Base Bid Less Alternate No. 1	\$ 486,850	\$ 175,236.12	\$ 336,634.48	\$ 374,517.00
Base Bid Plus Alternate No. 2	\$ 546,850	\$ 472,196.12	\$ 374,037.00	\$ 409,017.00
Base Bid Plus Alternate No. 3	\$ 566,850	\$ 499,281.12	\$ 400,637.00	\$ 433,791.00

SCHEDULE A
GANSNER FIELD
QUINCY, PLUMAS COUNTY, CALIFORNIA

AUTOMATIC WEATHER OBSERVATION SYSTEM (AWOS III P)
FURNISH AND INSTALL
AND PAPI RUNWAY 24
AIR NO. 3-06-0191—

ABSTRACT OF BIDS

BID OPENING: AUGUST 17, 2011 @ 2:00 P.M.

Item No.	Description	Unit	Quantity	Engineer's Estimate		Call Electric		Royal Electric		Converse Construction	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
SCHEDULE A - BASE BID											
A1	Mobilization	L.S.	1.S.	\$ 10,000	\$ 10,000	L.S.	\$ 10,000.00	L.S.	\$ 34,000.00	L.S.	\$ 13,148.00
A2	Construct Service Road and AWOS Equipment Pad	L.S.	L.S.	\$ 30,000	L.S.	\$ 16,000.00	L.S.	\$ 14,200.00	L.S.	\$ 37,471.00	
A3	Airfield Cable, 1824', 1/0C, No. 8, Type C, 5 KV, Furnish and Install in Duct	Ln. Ft.	14,000.0	3.00	42,000	1.95	21,700.00	1.05	14,700.00	3.80	53,200.00
A4	Bare Copper Ground, 1/0C, No. 8, Furnish and Install in Duct	In. Ft.	4,750.0	1.50	7,125	1.46	6,995.00	1.19	5,652.50	1.20	5,700.00
A5	Furnish and Install Electrical Equipment, Complete	L.S.	L.S.	\$ 30,000	L.S.	\$ 6,000.00	L.S.	\$ 16,900.00	L.S.	\$ 19,034.00	
A6	Underground Electrical Duct, Type II, 1-way, 2-inch	In. Ft.	250.0	25.00	6,250	12.79	3,197.50	16.20	4,050.00	25.00	6,250.00
A7	Furnish and Install L867 Electrical Handholes, Class 1, Site B, Complete	Each	4.0	\$ 6,000.00	24,000	\$ 675.63	2,702.52	\$ 750.00	3,000.00	\$ 533.50	2,134.00
A8	Furnish and Install L867 Electrical Handholes Class 1, Site E, Complete	Each	2.0	2,200.00	4,400	1,036.25	2,072.50	1,080.00	2,160.00	1,100.00	2,200.00
A9	Furnish and Install New 2-Box Precision Approach Path Indicator (PAPI), Complete in Place	Each	1.0	50,000.00	50,000	16,162.50	16,162.50	18,600.00	18,600.00	20,722.00	20,722.00
A10	Furnish and Install New L-830-1 Isolation Transformers, 30/245V, 6.6 amps	Each	1.0	200.00	200	175.00	175.00	82.00	82.00	6,767.00	6,767.00
A11	Remove and Dispose of Existing VASI Units	L.S.	L.S.	\$ 5,000	L.S.	\$ 15,000.00	L.S.	\$ 580.00	L.S.	\$ 1,733.00	
A12	Furnish and Install Upgradable Automatic Weather Observation System (AWOS A-V), Complete	L.S.	L.S.	\$ 110,000	L.S.	\$ 65,396.25	L.S.	\$ 74,000.00	L.S.	\$ 62,143.00	
	<i>Total Schedule A - Base Bid</i>			\$ 318,975		\$ 156,341.27		\$ 187,924.50		\$ 230,502.00	
SCHEDULE A - ALTERNATE NO. 1											
A1-1	Credit for Substituting a Standard Automatic Weather Observation System (AWOS A-V), Complete, In Place of the Upgradable AWOS A-V	L.S.	L.S.	\$ (15,000)	L.S.	\$ (61,500.00)	L.S.	\$ (126)	L.S.	\$ -	
	<i>Total Schedule A - Alternate No. 1</i>			\$ (15,000)		\$ (61,500.00)		\$ (126)		\$ -	
SCHEDULE A - ALTERNATE NO. 2											
A2-1	Auged Cost for Upgrading the AWOS A-V to an AWOS II	L.S.	L.S.	\$ 15,000	L.S.	\$ 86,980.00	L.S.	\$ 18,700.00	L.S.	\$ 17,250.00	
	<i>Total Schedule A - Alternate No. 2</i>			\$ 15,000		\$ 86,980.00		\$ 18,700.00		\$ 17,250.00	
SCHEDULE A - ALTERNATE NO. 3											
A3-1	Added Cost for Upgrading the AWOS A-V to an AWOS III P	L.S.	L.S.	\$ 25,000	L.S.	\$ 100,522.50	L.S.	\$ 32,000.00	L.S.	\$ 29,637.00	
	<i>Total Schedule A - Alternate No. 3</i>			\$ 25,000		\$ 100,522.50		\$ 32,000.00		\$ 29,637.00	

SCHEDULE B
BECKWOURTH-HERING AIRPORT
BECKWOURTH, PLUMAS COUNTY, CALIFORNIA
FURNISH AND INSTALL
AUTOMATIC WEATHER OBSERVATION SYSTEM (AWOS II PI)
REPLACE ROTATING BEACON

BID OPENING: AUGUST 17, 2011 @ 2:00 P.M.

ABSTRACT OF BIDS

Item No.	Description	Estimate			Engineering Estimate			Contractor			Royal Electric			Converse Construction		
		Unit	Quantity	Unit Price	Unit	Unit Price	Unit Cost	Unit	Unit Price	Unit Cost	Unit	Unit Price	Unit Cost	Unit	Unit Price	Unit Cost
SCHEDULE B - BASE BID																
B1	Construction	L.S.	L.S.	\$ 10,000.00	L.S.	\$ 10,000.00	L.S.	\$ 34,000.00	L.S.	\$ 9,576.00						
B2	Mobile Construction Service Road and AWOS	L.S.	L.S.	\$ 30,000.00	L.S.	\$ 16,000.00	L.S.	\$ 13,600.00	L.S.	\$ 38,008.00						
B3	Replace Existing Airport Rating Beacon, Complete	L.S.	L.S.	\$ 10,000.00	L.S.	\$ 20,000.00	L.S.	\$ 7,000.00	L.S.	\$ 6,640.00						
B4	Airfield Cable, 1824, 11C, No. 8, Type C, 500 ft.	L.S.	L.S.	\$ 3,000.00	L.S.	\$ 2,550.00	L.S.	\$ 1,317.50	L.S.	\$ 4,50						
B5	Furnish and Install Electrical Equipment, Complete	L.S.	L.S.	\$ 10,000.00	L.S.	\$ 6,000.00	L.S.	\$ 3,700.00	L.S.	\$ 3,284.00						
B6	Underground Electrical Duct, Type I, 1-way, 3-inch	L.n.Ft.	155.0	\$ 35.00	5,425	15.97	2,475.35	17.70	2,743.50	39.00	6,045.00					
B7	Underground Electrical Duct, Type II, 2-way, 2-inch	L.n.Ft.	50.0	\$ 24.00	1,200	20.04	1,002.00	19.50	975.00	34.50	1,725.00					
B8	Directional Bored Duct, 1-way, 3-inch	L.n.Ft.	150.0	\$ 50.00	7,500	30.20	4,530.00	57.00	8,550.00	45.10	6,765.00					
B9	Furnish and Install L857 Electrical Handwires, Class 1, Size B, Complete	Each	1.0	\$ 6,000.00	6,000	998.75	1,080.00	1,080.00	1,027.00	1,027.00						
B10	Remove Disconnect Switch From PAPI, Replace with New Electrical Distribution Panel, and Rewrite PAPI	L.S.	L.S.	\$ 5,000.00	L.S.	\$ 3,000.00	L.S.	\$ 1,820.00	L.S.	\$ 2,843.00						
B11	Furnish and Install New 7-830-1 Isolation Transformer, 30kVA, 6.6 amperes	Each	1.0	\$ 200.00	200	175.00	175.00	82.00	82.00	868.00	868.00					
B12	Furnish and Install Upgradable Automatic Weather Observation System (AWOS-A, V), Complete	L.S.	L.S.	\$ 110,000.00	L.S.	\$ 63,396.25	L.S.	\$ 74,000.00	L.S.	\$ 63,409.00						
TOTAL SCHEDULE B				\$ 197,875				\$ 131,894.85		\$ 148,712.50				\$ 144,015.00		
SCHEDULE B - ALTERNATE NO. 1																
B1-1	Credit for Substituting a Standard Automatic Weather Observation System (AWOS-A-V), Complete, In Place of the Upgradable AWOS-A-V	L.S.	L.S.	\$ (15,000.00)	L.S.	\$ (6,150.00)	L.S.	\$ (1,26)	L.S.	\$ -						
TOTAL SCHEDULE B - ALTERNATE NO. 1				\$ (15,000.00)				\$ (1,26)								
SCHEDULE B - ALTERNATE NO. 2																
B2-1	Added Cost after Upgrading the AWOS A-V to an AWOS III	L.S.	L.S.	\$ 15,000.00	L.S.	\$ 86,980.00	L.S.	\$ 18,700.00	L.S.	\$ 17,250.00						
TOTAL SCHEDULE B - ALTERNATE NO. 2				\$ 15,000.00				\$ 18,700.00								
SCHEDULE B - ALTERNATE NO. 3																
B3-1	Added Cost after Upgrading the AWOS A-V to an AWOS III	L.S.	L.S.	\$ 25,000.00	L.S.	\$ 10,522.50	L.S.	\$ 32,000.00	L.S.	\$ 29,637.00						
TOTAL SCHEDULE B - ALTERNATE NO. 3				\$ 25,000.00				\$ 32,000.00								



DEPARTMENT OF FACILITY SERVICES

198 ANDY'S WAY., QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103



Joe Wilson
Director

DATE: September 26th, 2011

TO: Honorable Board of Supervisors

FROM: Joe Wilson, Director of Facility Services/ Airports

Subject: Authorize the Director of Facility Services to execute lease with Graeagle Land and Water Company for the Mohawk Resource Center

Recommended Action

1. Authorize the Director of Facility Services to execute the lease agreement with Graeagle Land and Water Company for the Mohawk Resource Center.

Background

In July 2011 the Board directed staff to renegotiate the existing lease the County had with the Graeagle Land and Water Company for the Mohawk Resource Center.

The parties to the agreement were able to come to an agreement regarding the rental rate. The newly negotiated rate is reflected in the attached commercial lease agreement. Graeagle Land and Waters cooperation and assistance in renegotiation of this lease is greatly appreciated.

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

COMMERCIAL LEASE

BUILDING #36, SPACE 4

1. This lease is made between **GRAEAGLE LAND AND WATER COMPANY**, of Graeagle, Plumas County, California, herein called Lessor, and **PLUMAS COUNTY** herein called Lessee.

2. Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, the space as presently constituted, hereinafter called the premises, known as **office #4**, consisting of approximately **1,400 square feet**, within building #36 at 8989 Highway 89, Graeagle, California.

3. The space is leased for a term of **One Year and Four Months** to commence at 12 o'clock noon on **September 1, 2011**, and to end at 12 o'clock noon on **December 31, 2012**, or on such earlier date as this lease may terminate as hereinafter provided, except that, if any such date falls on a Sunday or holiday, then this lease shall end at 12 o'clock noon on the business day next preceding the aforementioned date.

4. The total rent for the one year and four month term of this lease is the sum of **Thirteen Thousand Four Hundred Forty DOLLARS (\$13,440.00)**, which sum is payable in advance in equal monthly installments of **One Thousand One Hundred Twenty DOLLARS (\$1,120.00)**, and due on the first day of each calendar month during the term of this Lease.

Should lessee hold over and continue in possession of said premises after expiration of the original term of this lease or any extension thereof, Lessee's continued occupancy of said premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this lease. The monthly rental during this month-to-month tenancy shall be **One Thousand Four Hundred DOLLARS (\$1,400.00)**.

5. In addition to the monthly rental installments, lessee shall pay a monthly utility charge of **Four Hundred Twenty DOLLARS (\$420.00)**, which sum is payable on the first day of each calendar month during the term of this lease or any extension thereof. Said utility charge shall cover the following utilities and services and is limited to only those utilities and services listed hereinafter; Electricity, Propane, Water, Garbage Service (as reasonably produced from described space), Sewer, Snow Removal, and Janitorial Service for the common restrooms and building exterior. The utility charge specified hereinabove is subject to adjustment March 31st of each year throughout the life of this lease. Said adjustment will be based on increased costs of providing the above listed utilities and services only.

6. Said premises shall, during the term of this lease and any extensions thereof, be used for the purpose of operating and conducting thereon and therein a **Mohawk Community Resource Center** and such uses normally incident to such business, and for no other purpose. In conducting the business specified in this section in and on said premises, Lessee shall be entitled to sell such merchandise and render such services, as

are customarily sold and rendered by the operators of businesses of the same type in the county where said premises are located.

7. Lessee shall not commit or permit the commission of any acts on said premises nor permit the use of said premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring said premises, or the improvements on said premises. Lessee shall, at his own cost and expense, comply with any and all reasonable requirements of Lessor's insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on said premises and the improvements on said premises.

8. Lessee shall not commit or permit the commission by others of any waste on said premises; Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code on said premises; and Lessee shall not use or permit the use of said premises for any unlawful purpose.

9. Lessee shall at Lessee's own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, both federal and state and county or municipal, relating to Lessee's use and occupancy of said premises whether such statutes, ordinances, regulations and requirements be now in force or hereinafter enacted. The judgment of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any government entity, that Lessee has violated any such statute, ordinance, regulation or requirement shall be conclusive as between Lessor and Lessee and shall be grounds for termination of this lease by Lessor.

10. Lessee shall pay, and hold Lessor and the property of Lessor free and harmless from all charges for the furnishing of telephone service, television service, internet service, security service and other public utilities not described in #5 hereinabove to said premises during the term of this lease or any extension thereof.

Lessee shall pay before they become delinquent all taxes, assessments, or other charges levied or imposed by any governmental entity on the furniture, trade fixtures, appliances, and other personal property placed by Lessee in, on, or about said premises including, without limiting the generality of the other terms used in this section, any shelves, counters, vaults, vault doors, wall safes, partitions, fixtures, machinery, plant equipment, office equipment, or communication equipment brought on said premises by Lessee.

The Lessor shall pay all basic property taxes on the real property and improvements.

11. Lessee shall, at his own cost and expense, keep and maintain in good order and repair and in as safe and clean a condition as they were when received from Lessor the premises leased. Premises, for the purpose of this paragraph, shall include all facilities appurtenant to said premises.

Lessor shall be responsible for all electrical (excluding light bulbs), plumbing, heating, exterior building and roof maintenance.

Lessee shall not make or permit any other person to make any alterations to said premises or to any improvement thereon or facility appurtenant thereto without the written consent of Lessor first had and obtained. Lessee shall keep the premises free and clear from any and all liens, claims and demands for work performed, material furnished, or operations conducted on said premises at the instance or request of Lessee. Furthermore, any and all alterations, additions, improvements, and fixtures, except furniture and trade fixtures, made or placed in or on said premises by Lessee or any other person shall on expiration or sooner termination of this lease become the property of Lessor and remain on said premises; provided however, that Lessor shall have the option on expiration or sooner termination of this lease of requiring Lessee, at Lessee's sole cost and expense, to remove any or all such alterations, additions, improvements, or fixtures from said premises.

Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter said premises at all reasonable times for the purpose of inspecting said premises to determine whether lessee is complying with the terms of this lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in said premises under this lease or perform Lessor's duties under this lease.

On expiration or sooner termination of this lease, or any extensions or renewals of this lease, Lessee shall promptly surrender and deliver said premises to Lessor in as good condition as they are now at the date of this lease, reasonable wear and tear and repairs herein required to be made by Lessor excepted.

12. Lessee agrees to indemnify and hold Lessor and the property of Lessor, including said premises, free and harmless from any and all claims, Liability, loss, damage, or expenses resulting from Lessee's occupation and use of said premises, specifically including, without limitation, any claim, liability, loss or damage arising by reason of:

(a) the death or injury of any person or persons, including Lessee or any person who is an employee or agent of Lessee, or by reason of the damage to or destruction of any property, including property owned by lessee or any person who is an employee or agent of Lessee, and caused or allegedly caused by either the condition of said premises, or some act or omission of Lessee or some agent, contractor, employee, servant, subleases, or concessionaire on said premises;

(b) Any work performed on said premises or materials to said premises at the instance or request of Lessee or any agent or employee of Lessee; and

(c) Lessee's failure to perform any provision of this lease or to comply with any requirement of law or any requirement imposed on Lessor or the leased premises by any duly authorized governmental agency or political subdivision.

13. It is agreed that any and all policies of insurance to be kept and maintained in force by the respective parties hereto shall be obtained from good and solvent insurance companies. Lessee agrees that it will, at its own expense, at all times during the term of this lease, maintain in force a policy or policies of insurance written by one or more responsible insurance carriers which would insure Lessor against liability from injury or death of persons or loss or damages to their property occurring in or about the demised premises. Lessee shall provide minimum liability insurance for Bodily Injury and Property Damage coverage on an Occurrence basis with a combined single limit of not less than **\$1,000,000.00**. It is further agreed between the parties hereto that the

Lessor, its agents and employees, grantees, assignees and representatives shall be named as additional insured in the policy, a certificate-of-insurance confirming "**additional insured**" shall be sent to the Lessor by the insurance carrier. Insurance coverage shall be primary insurance coverage and shall contain a provision in which insuring company shall give Lessor ten (10) days written notice of cancellation or change in said policy or policies.

Lessor throughout the term of this lease shall keep in force a fully paid liability insurance policy.

14. Lessee shall have the right at any time and from time to time during the term of this lease and any renewal or extension of such term, at Lessee's sole cost and expense, to install and affix in, to or on said premises such items, herein called "trade fixture", for use in Lessee's trade or business as Lessee may, in his sole discretion, deem advisable. Any and all such trade fixtures that can be removed without structural damage to said premises remain the property of the Lessee and may be removed by Lessee at any time or times prior to the expiration or sooner termination of this lease.

Any trade fixtures described in this section that are not removed from said premises by Lessee within thirty (30) days after the expiration or sooner termination, regardless of cause, of this lease shall be deemed abandoned by Lessee and shall automatically become the property of Lessor as owner of the real property to which they are affixed.

Lessee shall not place and maintain, nor permit any other person to place or maintain, on or in any exterior door, wall, or window of said premises any sign, awning, canopy, marquee, or other advertising without the express written consent and approval of Lessor. Furthermore, Lessee shall not place any decoration, lettering, or advertising matter on the glass of any exterior show window of said premises without the written approval and consent of Lessor. Should Lessor consent to any such sign, awning, canopy, marquee, decoration or advertising matter, Lessee shall maintain it at all times during this lease in good appearance and repair. On expiration or sooner termination of this lease, any of the items mentioned in this section not removed from said premises by Lessee may, without damage or liability, be destroyed by Lessor.

15. Lessor shall keep in force a fully paid and sufficient fire insurance policy. Should said premises or the building on said premises be partially destroyed by any cause not the fault of Lessee or any person in or about said premises with the consent, express or implied, of Lessee, this lease shall continue in full force and effect and Lessor, at Lessor's own cost and expense, shall promptly commence the work of repairing and restoring said premises to their prior condition providing such work can be accomplished under all applicable governmental laws and regulations within sixty (60) days at a cost not exceeding 45 percent of the total replacement cost of said premises.

Should the premises or the building on said premises be so far destroyed by any cause not the fault of Lessee or any person in or about said premises with the consent, express or implied, of lessee that they cannot be repaired or restored to their former condition within sixty (60) working days or at a cost not exceeding 45 percent of the total replacement cost of said premises, Lessor may at Lessor's option either.

(a) Continue this lease in full force and effect by repairing and restoring, at Lessor's own cost and expense, said premises to their former condition within ninety (90) days; or

(b) Terminate this lease by giving Lessee written notice of such termination.

If said premises or the building on said premises are not restored to their former condition within ninety (90) days, Lessee may immediately terminate this lease by giving Lessor written notice of such termination.

16. Lessee shall not encumber, assign, or otherwise transfer this lease, any right or interest in this lease, or any right or interest in said premises or any of the improvements that may now or hereafter be constructed or installed on said premises without the express written consent of Lessor first had and obtained. Neither shall Lessee sublet said premises or any part thereof or allow any other person, other than Lessee's agents, servants, and employees, to occupy said premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one assignment, on subletting, or one occupation of said premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation of said premises by another person. Any encumbrance, assignment, transfer or subletting without the prior written consent of Lessor whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this lease. The consent of Lessor to any assignment of Lessee's interest in this lease or the subletting by Lessee of said premises or parts of said premises shall not be unreasonably withheld.

Should Lessee breach this lease and abandon said premises prior to the natural expiration of the term of this lease, Lessor may:

(a) Continue this lease in effect by not terminating Lessee's right to possession of said premises, in which event Lessor shall be entitled to enforce all his rights and remedies under this lease, including the right to recover the rent specified in this lease as it becomes due under this lease; or

(b) Terminate this lease and recover from Lessee:

(1) The worth at the time of award of the unpaid rent which has been earned at the time of termination of the lease;

(2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the lease until the time of award exceeds the amount of rental loss that Lessee proves could have reasonably avoided;

(3) The worth at the time of award the amount by which the unpaid rent for the balance of the term of this lease after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided;

(4) Any other amount necessary to compensate Lessor for all detriment approximately caused by Lessee's failure to perform his obligations under this lease.

Should Lessee default in the performance of any of the covenants, conditions, or agreements, or agreements contained in this lease, Lessee shall have breached the lease and Lessor may, in addition to the remedy specified in the subparagraph (b) of this section, re-enter and regain possession of said premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

The waiver by Lessor of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or another provision of this lease.

17. Force Majeure - Unavoidable Delays - Should the performance of any act required by this lease to be performed by either Lessor or Lessee be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability not the fault of the party required to perform the act, the time of performance of the delay and performance of the act during the period of the delay will be excused; provided, however, that nothing contained in this section shall excuse the prompt payment of rent by Lessee as required by this lease or the performance of any act rendered difficult solely because of the financial condition of the party, Lessor or Lessee, required to perform the act.

18. Attorneys fees - Should litigation be commenced between the parties to this lease concerning said premises, this lease, or the rights and duties of either in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

19. Notices - Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of such personal service when deposited in the united states mail, first-class postage prepaid, addressed to **Lessee at Mr. Joe Wilson, Director of facilities, Plumas County, 198 Andy's Way, Quincy, CA 95971** or to **Lessor at P.O. Box 310, Graeagle, California 96103**. Either party, Lessor or Lessee may change his address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

This lease shall be binding on and shall inure to the benefit of heirs, executors, administrators, successors, and assigns of the parties hereto, Lessor and Lessee, but nothing in this section contained shall be construed as a consent by Lessor to any assignment of this lease or any interest therein by Lessee except as provided elsewhere in this lease.

Should any provision of this lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

20. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting said premises, the leasing of said premises to Lessee, or the lease term herein specified, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting said premises or their leasing by Lessor to Lessee not expressly set forth in this instrument is null and void.

21. This Lease shall be governed by the laws of the State of California, and the venue for any court action shall be Plumas County.

22. Time is expressly declared to be the essence of this lease.

Executed on SEPTEMBER 8, 2011, at Graeagle, Plumas County, California.

Lessor

Graeagle Land and Water Company

By Daniel E. West
Daniel E. West

Lessee

Plumas County

by _____
Joe Wilson, Director of facilities
530 283-6070

By: _____

Name:

Title:

Approved as to form:

Stephen J. Mansell
COUNTY COUNSEL, Deputy

Lease Amendment

#1

For Commercial Lease of Building #36 at 8989 Highway 89, Graeagle, California

Graeagle Land and Water Company (Lessor) and **Plumas County** (Lessee) hereby add the following section to the attached lease effective September 1st, 2011.

23. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this lease, insufficient funds are appropriated to make the payments called for by this lease, this lease shall be of no further force or effect. In this event, Lessee shall have no liability to pay any further funds whatsoever to Lessor or furnish any other consideration under this lease and Lessor shall not be obligated to perform further under this lease. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Lessor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

Except as set forth in this Lease Amendment #1, all provisions of the Commercial Lease dated September 1st, 2011, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Lease Amendment #1 has been executed as of September 1st, 2011.

CONTRACTOR:

Graeagle Land and Water Company, a California corporation

COUNTY:

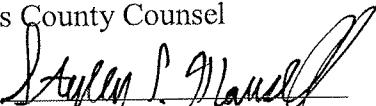
Plumas County, a political subdivision of the State of California

By: _____
Name:
Title:
Date signed:

By: _____
Name:
Title:
Date signed:

By: _____
Name:
Title:
Date signed:

APPROVED AS TO FORM:

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



DEPARTMENT OF FACILITY SERVICES

198 ANDY'S WAY., QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103



Joe Wilson
Director

DATE: September 26th, 2011

TO: Honorable Board of Supervisors

FROM: Joe Wilson, Director of Facility Services/ Airports

Subject: Approve Plumas County participation in Phase 2 of the PG&E Funded Green Communities Program

Recommendation

Approve Plumas County's participation in Phase 2 of the Green Communities Program.

Background

In 2010 Plumas County contracted at no cost with the Sierra Business Council to provide a comprehensive Green House Gas Emissions Inventory (GHGE) for all of its municipal operations. This project was funded through a grant from PG&E to the Sierra Business Council and was completed in June of 2011.

The second phase of this project is being launched this fall. As in Phase 1, this program will offer a training series at no cost to participants. Local government participants will be paired with trained interns to provide additional staffing needed to conduct data collection, analysis, and inventory development. At the end of the program, each participant will have a GHGE inventory at the community-wide level for their jurisdiction, quantifying GHGE resulting from 5 sectors within the community: the built environment, land use (agriculture and forestry), transportation, water and wastewater treatment, and solid waste.

GHGE inventory is an important first step in a jurisdiction's climate protection initiative. Quantifying emissions establishes a baseline, against which to measure future progress towards emission reductions projects and develops an understanding of the scale of emissions from the various sources within community-wide activities. The benefits of these measures may include lower energy bills for residents, improved air quality, and better land-use practices. And, equally if not more important, is that completing the GHGE inventory demonstrates to state agencies that the jurisdiction is moving forward on state emissions targets.

When implemented, the Global Warming Solutions Act of 2006 (also known as Assembly Bill 32 or AB 32) will carry several policies forward which affect local government activities. AB 32 has set a goal for local governments to reduce GHGE by 15% by the year 2020. By performing a community wide assessment the County can show early action related to AB32 requirements. By performing this baseline inventory, we are better positioned to claim any improvements from here forward as credit for emissions reduction under any new regulations.

The Planning Department will be providing the staff resources needed to assist the Sierra Business Council in finding and analyzing the data that is needed for the community assessment. The end result will be energy related data that can help the County in its planning efforts. Participation in this program will also assist in energy related future funding opportunities for the County.



Sierra Business Council

August 2011

Green Communities/Sierra Nevada is a collaboration between Pacific Gas and Electric Company (“PG&E”) and Sierra Business Council dedicated to providing innovative energy efficiency and climate change solutions for local governments and communities in the Sierra Nevada within PG&E service areas. The Green Communities program is funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission.

BACKGROUND

Through PG&E’s Green Communities Program, Sierra Business Council will assist local governments in the Sierra Nevada in meeting statewide goals for reducing greenhouse gas emissions (GHGE). Growing awareness of the impacts of climate change on California communities along with state mandates has led to the need for climate action planning. Green Communities is a multi-phase program aimed at supporting local governments in that process. Green Communities - Phase 1, completed in June of this year, assisted 16 local governments in the Sierra Nevada to prepare GHGE inventories for municipal operations. In Green Communities - Phase 2, Sierra Business Council will build upon the success of Phase 1 by working with local governments to prepare community-wide GHGE inventories for their jurisdiction. The final phase of the program will focus on developing Climate Action Plans.

Green Communities - Phase 2 will be launched in the fall of 2011. As in Phase 1, this program will offer a training series at no cost to participants. Local government participants will be paired with trained interns to provide additional staffing needed to conduct data collection, analysis, and inventory development. At program's end, each participant will have a GHGE inventory at the community-wide level for their jurisdiction, quantifying GHGE resulting from 5 sectors within the community: the built environment, land use (agriculture and forestry), transportation, water and wastewater treatment, and solid waste.

Dependent on the receipt of additional grant funding, local governments that were not eligible to participate in Phase 1 due to energy sourcing from non-PG&E providers will have the opportunity to conduct a municipal operations inventory during Phase 2 of the program, in addition to the community-wide inventory.

WHAT ARE THE BENEFITS OF CONDUCTING A GHGE INVENTORY?

A GHGE inventory is an important first step in a jurisdiction’s climate protection initiative. Quantifying emissions establishes a baseline against which to measure future progress towards emission reductions projects and develops an understanding of the scale of emissions from the various sources within community-wide activities. With a better understanding of the sources of emissions, local governments can create policy and implement

WHO CAN PARTICIPATE?

The resources being offered through the Green Communities program are an opportunity that every eligible jurisdiction in the Sierra should consider. In order to qualify for participation in the second phase of the Green Communities program, the local government must be located in the designated region (listed below), sign an agreement to participate in the program and to authorize release of data, designate a qualified staff member (see below) to participate in all or part of the training, assist the intern with data collection needs, and review the draft report.

Designated Region:

Because the secured funding for the program is Public Goods Charge monies collected from ratepayers in PG&E service areas, local governments whose residents and businesses receive gas and/or electric service from PG&E are eligible. The designated region consists of all or portions of the following counties and cities:

- Lassen
- Plumas
- Sierra
- Nevada County, Nevada City, Grass Valley
- Placer County, Colfax, Auburn, Rocklin, Loomis, Lincoln, Roseville
- El Dorado County, Placerville
- Alpine County
- Amador County, Amador City, Jackson, Ione, Sutter Creek, Plymouth
- Calaveras County, Angels Camp
- Tuolumne County, Sonora
- Mariposa

Staff of Local Government

A qualified local government staff member:

- Will assist the intern in accessing and gathering the data in a timely manner
- Will attend an initial in-person group training in or near Sacramento plus consider attending up to 2 additional in-person group training sessions between September 2011 and January 2012. (A schedule will be developed to try to accommodate all participants' schedules.)
- Will review the draft report for accuracy and suggested revisions to language, taking into consideration the unique considerations for the jurisdiction.

The Green Communities program is also being offered in the Bay Area through the Association of Bay Area Governments. The program has already been completed in the Monterey Bay area by the Association of Monterey Bay Area Governments.

For further information, please contact Nicholas Martin or Emma Ingebretsen at Sierra Business Council:

Nicholas Martin
Program Manager
nmartin@sbcouncil.org
Cell: 530-214-9003

Emma Ingebretsen
Intern Manager
eingebretsen@sbcouncil.org
Office: 530-582-4800 x22

projects to reduce emissions in their jurisdictions. The co-benefits of these measures may include lower energy bills for residents, improved air quality, and better land-use practices. And, equally if not more important, is that completing the GHGE inventory demonstrates to state agencies that the jurisdiction is moving forward on state emissions targets.

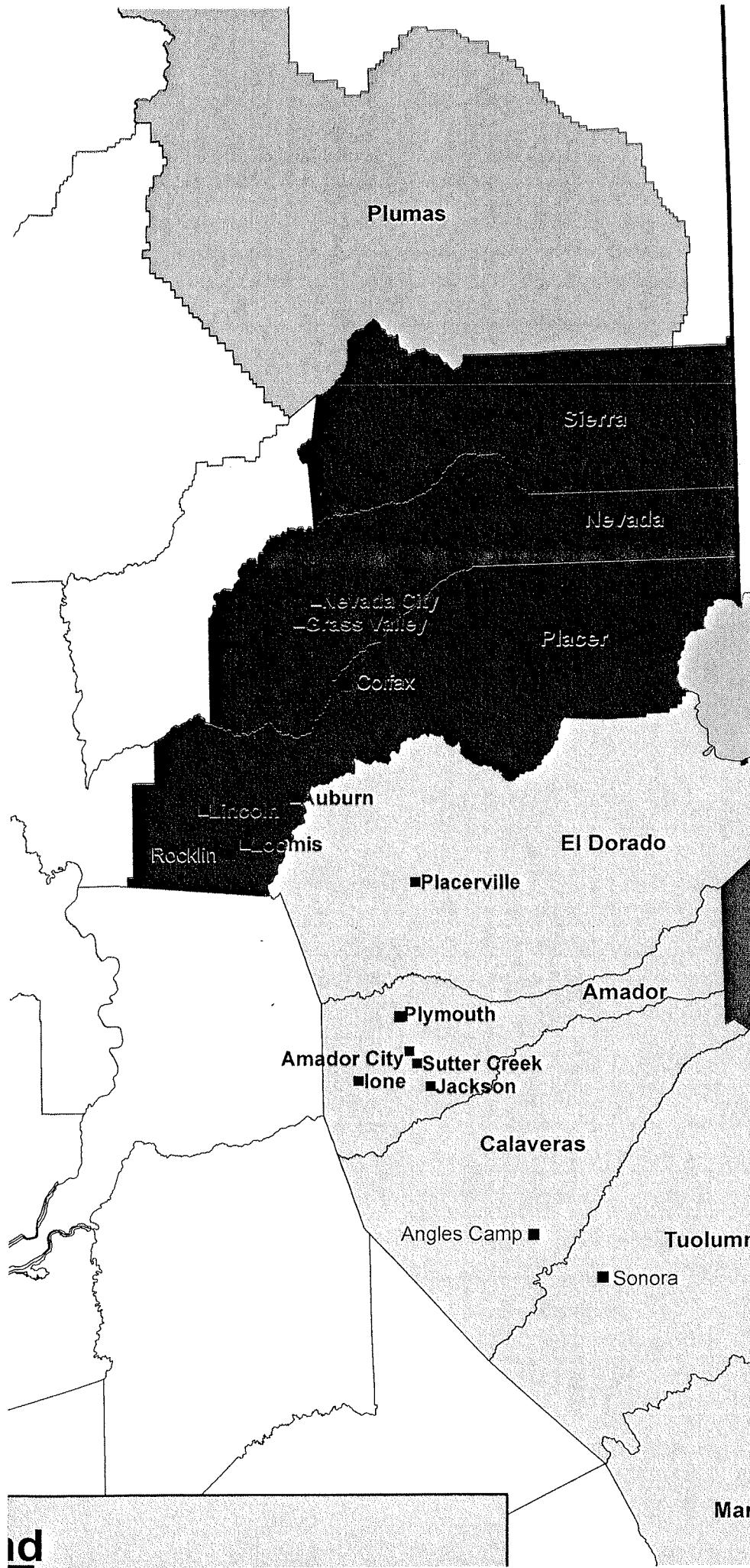
WHAT DO YOU GET WHEN YOU PARTICIPATE?

Sierra Business Council will work closely with participating Sierra Nevada local governments to provide professional training and capacity building within their staff, and enlisting community interns to accomplish the bulk of the work. The program will use the “International Local Government Greenhouse Gas Emissions Protocol (IEAP),” the GHGE accounting tool, which was developed by ICLEI - Local Governments for Sustainability. The goal of the document is to provide local governments with a technically **sound** and **consistent** quantification methodology to develop GHGE inventories, establish a baseline, and track progress over time. The protocol includes calculation methodologies for five sectors at the community-wide level: the built environment, land use (agriculture and forestry), transportation, water and wastewater, and solid waste.

The selected local governments will receive (at no cost):

- Professional training for government staff, building capacity and providing the resources and skills necessary to understand the sources of GHGEs and steps necessary to complete the International Local Government GHG Emissions Protocol (IEAP) to be used to quantify GHGEs for sources within their communities.
- A paid intern, professionally trained to assist in the collection and processing of data and the completion of the IEAP.
- A year 2005 baseline assessment of community-wide GHGE quantification by sources and sector.
- A comprehensive GHGE inventory narrative report.
- A presentation of the report and findings to officials and/or staff.
- The jurisdiction will be eligible (dependent upon program funding) to participate in the final phase of the program: development of a Climate Action Plan.

SBC, in partnership with PG&E and ICLEI will strive to provide each participant with each of these benefits to the best of their ability. If for some reason the team is unable to meet the objectives stated, SBC will work with the jurisdiction to describe what measures need to be taken to complete the program satisfactorily. Any comments or complaints on the program will be received by SBC, shared with PG&E and/or ICLEI, and resolved in a manner that satisfies the participant, to the extent that any of the partners are able to, without incurring additional costs or burden to the partner or the participant.



Participating Jurisd

County of Alpine
City of Amador City
City of Auburn
City of Grass Valley
City of Ione
City of Jackson
City of Lincoln
Town of Loomis
County of Nevada
City of Nevada City
County of Placer
City of Placerville
City of Plymouth
County of Plumas
County of Sierra
City of Sutter Creek

Green Communities Phase 2 Local Government Participation Agreement

Green Communities Program PARTICIPATION AGREEMENT BETWEEN

and Sierra Business Council

Name of Jurisdiction

Through support from Pacific Gas and Electric Company's (PG&E) Green Communities Program, Sierra Business Council (SBC) will be working directly with selected local governments in the Sierra Nevada region to assist them in quantifying greenhouse gas emissions. Through this effort, SBC will arrange technical tools, professional training and support for local governments to complete a greenhouse gas emissions inventory of the community's activities, using ICLEI's International Local Government Greenhouse Gas (GHG) Emissions Analysis Protocol (IEAP)¹. SBC will resource local governments through dedicated local government staff and university or community interns. Green Communities is a program funded by California utility customers and administered by PG&E under the auspices of the California Public Utility Commission.

(“the jurisdiction”) would like to be enrolled as a participant in the 2nd Phase of the Green Communities Program.

By agreeing to participate, the signed jurisdiction agrees to the following:

- Sign off on official participation agreement (this document)
- Provide other available data related to the inventory
- Commitment to assign a staff person to attend training workshops, to assist the Intern in connecting with key staff for the purposes of data collection, to provide information on the jurisdiction, to review the inventory final report, and to facilitate scheduling of board/council presentation(s) of results
- Release of 2005 community-wide aggregate energy use data for the jurisdiction upon email request from Sierra Business Council to PG&E

In return, SBC agrees to provide the following throughout the project period:

- Training for local government staff in preparation and interpretation of the IEAP
- An intern trained to assist government staff to conduct the local greenhouse gas emissions inventory, process the data and complete the report. The inventory will include baseline emissions on the community level, reported by sector. This agreement does not commit SBC to performing emissions analysis of specific plans or development projects
- Dissemination of climate protection resource materials as approved by the jurisdiction
- Presentation of the final report to the jurisdiction

By signing below, the jurisdiction agrees to participate in this initiative through the life of the project from August 2011 through March 2012.

IN WITNESS WHEREOF, this Agreement is executed by:

Local Government Representative

SBC Program Manager

Signature

Date

Signature

Date

¹ http://www.iclei.org/fileadmin/user_upload/documents/Global/Programs/GHG/LGGHGEmissionsProtocol.pdf

3F



Sharon L. Reinert, Chief Probation Officer

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

DATE: October 4, 2011

TO: Honorable Board of Supervisors

FROM: Sharon L. Reinert, Chief Probation Officer *(Signature)*

SUBJECT: SB678 Funding

Recommendation

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

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 as a result of the reduction of probationers being sentenced to state prison for a revocation of probation. 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 tool. This evidence-based tool identifies an offender's criminogenic needs to help reduce recidivism and promote public safety.

In addition, money from this funding source will be used to purchase a Probation Case Management System to track data and outcome measures, and training to selected Probation Department staff to develop and implement sustainable evidence-based programs once this funding source is depleted. Contracting for in-house mental health and substance abuse counseling is also being considered.

Furthermore, the funding from this grant will be used to implement a program of electronic monitoring and other programs for qualifying offenders to provide the Court and the Sheriff with alternative sentencing options to reduce overcrowding in the County's jail.

It should be noted, the amount of FTE allocations submitted for approval is subject to change once the AB109 plan is finalized, which will result in the submission of an amended supplemental budget and possible change in allocations.

RESOLUTION NO. _____

RESOLUTION TO AMEND THE PLUMAS COUNTY POSITION ALLOCATION FOR
BUDGET YEAR 2011-2012

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

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

WHEREAS, it has been requested by the Chief Probation Officer, due to the receipt of the SB678 Grant, it is necessary to amend the Position Allocation for 2011-2012, which will continue through 2012/2013 unless all grant funding is exhausted beforehand; and

WHEREAS, by this amendment the salary and benefits for these services will be charged to the appropriate funding source; and

WHEREAS, there is no additional cost to the General Fund as there is anticipated revenue to cover the increased expenditure of this amendment; and

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

1. The Position Allocation for budget year 2011/12 for the Probation Department SB678 Grant, Fund #0046, is hereby amended as follows:

<u>SB678 Grant</u>	<u>FROM</u>	<u>TO</u>
Probation Officer I or II	.00	2.0
Probation Assistant	.00	1.0
Fiscal Officer I or II	.00	0.50

Vote:

Ayes:

Noes:

Absent

Signature: _____ Date: _____
Lori Simpson, Chair
Plumas County Board of Supervisors

ATTEST: _____ Date: _____
Nancy Dafomo, Clerk of the Board
Plumas County Board of Supervisors