

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR MEETING OF DECEMBER 20, 2011 TO BE HELD AT 11:00 A.M. IN THE  
BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

11:00 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**

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

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

### **Convene as the Governing Board for special districts**

1. 11:10 **FLOOD CONTROL & WATER CONSERVATION DISTRICT** – Brian Morris  
Continued discussion and direction to staff regarding Flood Control District issues and priorities and options for transition and/or reorganization
2. 11:20 **GRIZZLY RANCH CSD** – Robert Perreault  
Approve Profession Services Agreement between Grizzly Ranch CSD and Vestra Resources, Inc. for NPDES Renewal Application. Approved as to form by County Counsel

### **Adjourn as the Governing Board for special districts and reconvene as the Board of Supervisors**

3. 11:30 **BOARD OF SUPERVISORS**  
Presentation of *Certificate of Appreciation* for John Sheehan, Director of Plumas Corporation thanking him for his years of public service and wishing him a well deserved retirement
4. **PLUMAS CORPORATION** – John Sheehan  
Introduction of Greg O'Sullivan, Executive Director of Plumas Corporation
5. 11:45 **BOARD OF SUPERVISORS**
  - A. Set Board meeting schedule for January through June 2012
  - B. Discussion and possible action regarding CSAC constitutional amendment and proposed increase in dues
  - C. Correspondence
  - D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

## **6. 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. PUBLIC HEALTH AGENCY**

Approve supplemental budget of \$500 for receipt of unanticipated revenue from Lassen-Plumas-Sierra Community Action Agency, Budget Unit 20830-Senior Nutrition

### **B. SHERIFF**

- 1) Approve and authorize the Chair to sign first amendment to services agreement with Berry Enterprises, Inc. dba Sierra Electronics and authorize the Auditor to pay claims. Approved as to form by County Counsel
- 2) Adopt **RESOLUTION** authorize the Sheriff to execute a contract with the State of California Department of Boating & Waterways for purchase of miscellaneous boating equipment; and approve a supplemental budget of \$43,000 accordingly (0017G-70350-4426 State Boat Patrol)

### **C. SOCIAL SERVICES**

Approve supplemental budget of \$1,075 for grant application of funds from the Lassen-Plumas-Sierra Community Action Agency (Caring for Kids bags)

### **D. FACILITY SERVICES/AIRPORTS**

- 1) Approve and authorize the Chair to sign assignment of Custodial Contracts from Bob Bowen dba Bob's Janitorial to Tim Ringo dba Bob's Janitorial. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Inspection Service Contracts for Airport Improvement Projects. Approved as to form by County Counsel

### **E. COUNTY COUNSEL**

Approve First Amendment to contract with Plumas County Public Defenders: Robert Zernich, Doug Prouty and William Abramson

### **F. HUMAN RESOURCES**

Adopt a **RESOLUTION** for Employer Paid Member Contributions (EPMC)

## **NOON RECESS**

7. 1:30 P.M. **PEW FOREST PRODUCTS** – Randy Pew  
Report and update on the Cairn Sale and issues with the US Forest Service-Plumas National Forest

8. 1:45 **ALMANOR BASIN WATERSHED ADVISORY COMMITTEE**  
Report and update on the PG&E cloud seeding program in the Almanor Basin

9. 2:00 **COUNTY ADMINISTRATIVE OFFICE** – Jack Ingstad

**DEPARTMENTAL MATTERS**

A. **LIBRARY** – Dora Mitchell

Request to appropriate \$4,828 from the General Fund Contingency to 20675 (51020-Other Wages and 51100-FICA/Medicare). **Four/fifths required roll call vote**

B. **CRITICAL STAFFING COMMITTEE** – Gayla Trumbo

Consider the following recommendations of the Critical Staffing Committee. Discussion, possible action and/or direction to staff

- 1) Refill .80 FTE Senior Transportation Driver I/II/III; 1.0 FTE Office Assistant I/II in Social Services; 1.0 FTE Benefit Assistant Counselor Supervisor Social Services; 1.0 FTE Social Worker I/II/III or Senior Social Worker; 1.0 FTE Social Worker I/II
- 2) Adopt **RESOLUTION** amending the position allocation for Social Services to reflect the addition of 1.0 FTE Benefits Assistant Counselor I/II. **Roll call vote**
- 3) Adopt **RESOLUTION** adopting the job description and salary range for Deputy Sheriff II/Communications Equipment Coordinator and to amend the position allocation for the Sheriff's Department 70330 to reflect 1.0 FTE Deputy Sheriff II/Communications Equipment Coordinator within Department 70330. **Roll call vote**
- 4) Continue the request for reorganization of the Treasurer/Tax Collector Department until after the mid-year budget review to be completed in January 2012

C. **PROBATION**

Approve supplemental budget of \$130,619 for Community Corrections Partnership (CCP) Public Safety Realignment and Post Release Community Supervision (Probation Department). **Four/fifths required roll call vote**

10. 2:15 **LARRY DOUGLAS, MEMBER OF THE PUBLIC**

- A. Discussion regarding vital needs vs. vital live job creation
- B. Discussion of public agency charitable giving
- C. Discussion regarding use of revenue from forest receipts

11. **CLOSED SESSION**

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

- A. Public employee performance evaluation – County Administrative Officer
- 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

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, January 03, 2012, Board of Supervisors Room 308, Courthouse, Quincy, California.

2

**GRIZZLY RANCH COMMUNITY SERVICES DISTRICT**  
**c/o PLUMAS COUNTY ENGINEERING DEPARTMENT**  
**555 MAIN STREET • QUINCY, CA 95971 • (530) 283-6222 • FAX (530) 283-6135**  
*Robert A. Perreault, Jr., P.E. County Engineer and Manager, GRCSO*

**AGENDA REQUEST**

December 12, 2011

From: Robert Perreault, Manager, Grizzly Ranch CSD

Subject: Agenda Request for the December 20, 2011 meeting of the  
Governing Board of the Grizzly Ranch Community Services District (GRCSO)

RE: Professional Services Agreement between Grizzly Ranch CSD and  
VESTRA Resources, Inc. for support services pertaining to the  
GRCSO "NPDES Renewal Application."

To: Honorable Governing Board of the Grizzly Ranch CSD

**BACKGROUND**

The renewal application package for NPDES Permit No. CA0085162 and Waste Discharge Requirements Order No. R5-2005-0170 (WDR) for the Grizzly Ranch Community Services District (GRCSO) was submitted to the California Regional Water Quality Control Board (RWQCB) in September 2010. The application package addressed the collection and treatment of wastewater from the Grizzly Ranch development to be discharged into Big Grizzly Creek and recycling of treated wastewater for irrigation of the Grizzly Creek Golf Course.

Grizzly Ranch is a planned development for 380 single-family homes, an 18-hole golf course, a golf clubhouse, and limited commercial facilities (i.e., small stores, shops, and offices). The GRCSO was initially formed in November 2003. Functional areas include the oversight of the operation, maintenance, and monitoring of the wastewater collection, treatment, disposal, and recycling of water produced from the Grizzly Ranch development. Wastewater produced from the development was to be conveyed to a wastewater collection system and passed through a wastewater treatment plant (WWTP) before being discharged to Big Grizzly Creek during the wet season (November 16 through the last Saturday in April) each year or recycled to supplement irrigation at the golf course during the dry season (the last Saturday in April through November 16) each year.

The WWTP cannot be operated efficiently until a minimum of 30 homes have been built and are occupied in the Grizzly Ranch development (equivalent to the production of approximately 6,000 gallons of wastewater per day). Currently, insufficient homes are occupied for the facility to operate and startup has been delayed. Wastewater produced at the development is currently hauled to an alternative wastewater treatment facility in Portola until the 6,000-gallon-per-day threshold in the development is achieved.

The RWQCB had requested submittal of the renewal application in February 2010 that included comparing the original 2003 Report of Waste Discharge (ROWD) and compared it to the *Information Needs for Domestic and Industrial Wastewater Disposal to Surface Water*. The information requirements, corresponding ROWD page numbers, and noted changes from the ROWD were submitted to the RWQCB in September 2010. The RWQCB completed the draft NPDES permit renewal in October 2011 and submitted the draft permit to the GRCS for review.

The scope of work in the attached draft contract responds to the GRCS request for review of the draft NPDES permit and support to GRCS staff through permit adoption.

## **RECOMMENDATION**

It is respectfully recommended that the Governing Board adopt the following motion:

That the Grizzly Ranch CSD Governing Board authorizes the Manager of the GRCS and the CAO to execute the attached Professional Engineering Services contract between Grizzly Ranch CSD and VESTRA Resources, Inc. in regard to support services pertaining to the "NPDES Renewal Application," and, to further approve payment for any work performed pursuant to the terms of the contract, as approved by the Director of Public Works, retroactive to October 1, 2011.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
RENEWAL SUPPORT OF THE NPDES PERMIT**

**PROFESSIONAL AND MONITORING SUPPORT SERVICES  
FOR THE GRIZZLY RANCH COMMUNITY SERVICES DISTRICT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of December, 2011 (“Effective Date”), by and between **GRIZZLY RANCH COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California, (“GRCSO”) and **VESTRA RESOURCES, INC.**, a California corporation (“Consultant”).

**W I T N E S S E T H:**

- A. **WHEREAS**, GRCSO proposes to have Consultant provide professional engineering support services and support for GRCSO’s application package for renewal of its NPDES Permit, as described herein below; and
- B. **WHEREAS**, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 31000, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. **WHEREAS**, GRCSO and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. **WHEREAS**, no official or employee of GRCSO has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

**1.1. Scope of Services.** Consultant shall provide the professional support services described in the Scope of Work, attached hereto as Exhibit “A” and incorporated herein by reference.

**1.2. Professional Practices.** All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

**1.3. Warranty.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

**1.4. Non-discrimination.** In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

**1.5. Non-Exclusive Agreement.** Consultant acknowledges that GRCSO may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

**1.6. Delegation and Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of GRCSO. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform ancillary services contemplated by this Agreement at Consultant's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

**2.1. Compensation.** Consultant shall be paid in accordance with the cost estimate set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Six Thousand Dollars and no cents (\$6,000.00).

**2.2 Contingency of Funding.** Consultant acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds from the GRCSO annual budget. If such funding and/or appropriations are not forthcoming or otherwise limited, GRCSO may immediately terminate or modify this Agreement without penalty. Consultant will be compensated for work performed prior to date of termination.

**2.3. Additional Services.** Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit A attached hereto unless the GRCSO Manager, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

**2.4. Method of Billing.** Consultant may submit invoices to GRCSO's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultants' services which have been completed to GRCSO's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the Date GRCSO receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

**2.5. Records and Audits.** Records of Consultant's services relating to this Agreement shall be

\_\_\_\_ County Initials

Consultant Initials\_\_\_\_



maintained in accordance with generally recognized accounting principles and shall be made available to GRCS D Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

**3.1. Commencement and Completion of Work.** The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by GRCS D as set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The Project Schedules may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

**3.2. Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

**4.1. Term.** This Agreement shall commence immediately upon full execution of this contract and continue for a period of time, ending on June 30, 2012, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

**4.2. Notice of Termination.** The GRCS D reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the GRCS D.

Consultant may terminate this Agreement by giving 30 days written notice to the other party. In the event of such termination, Consultant shall be entitled to compensation for services rendered and direct non-salary expenses incurred to the date of termination at the rate set forth herein, with or without cause. Unless Consultant is responsible for early termination, Client agrees to release Consultant from all liability for services performed.

**4.3. Compensation.** In the event of termination, GRCS D shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of GRCS D's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the GRCS D or in the possession of the Consultant.

**4.4 Documents.** In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished

design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the GRCSO within ten (10) days of delivery of termination notice to Consultant, at no cost to GRCSO. Any use of uncompleted documents without specific written authorization from Consultant shall be at GRCSO's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

**5.1. Minimum Scope and Limits of Insurance.** Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three (3) years after completion of the work hereunder.

**5.2. Endorsements.** Consultant and GRCSO agree to the following with respects to insurance provided by Consultant:

- (a) Consultant agrees to obtain endorsements for third party general liability coverage required here to include as additional Insureds GRCSO, its officials, employees and agents. Consultant also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Consultant in relation to this agreement.
- (b) Consultant agrees to require insurers to provide notice to GRCSO thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Consultant shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to GRCSO of any cancellation of coverage.
- (c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to GRCSO.

- (d) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (e) No liability insurance coverage provided to comply with Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to loss; Consultant waives its right to subrogation against the GRCSO.

**5.3. Certificates of Insurance.** Consultant shall provide to GRCSO certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by GRCSO, prior to performing any services under this Agreement.

**5.4. Non-limiting.** Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

**6.1. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

**6.2. Representatives.** The Manager of the GRCSO, or his designee, shall be the representative of GRCSO for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the GRCSO, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

**6.3. Project Managers.** GRCSO hereby designates a the GRCSO Manager, or his designee, to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with GRCSO during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by GRCSO.

**6.4. Notices.** Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**IF TO CONSULTANT:**

Wendy Johnston, P.E., Vice President  
Vestra Resources, Inc.  
5300 Aviation Drive  
Redding, CA 95002

Tel: (530) 223-2585  
Fax: (530) 223-1145

**IF TO GRCSO:**

Robert A. Perreault, Jr., P.E., Manager  
Grizzly Ranch CSD  
c/o Plumas County Engineering Department  
555 Main Street  
Quincy, CA 95971

Tel: (530) 283-6268  
Fax: (530) 283-6323

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

**6.5. Drug Free Workplace.** Consultant certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Consultant's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by GRCSO.

**6.6. Attorneys' Fees.** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

**6.7. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

**6.8. Assignment.** Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without GRCSO's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of GRCSO's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

**6.9. Indemnification and Hold Harmless.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, and indemnify, and hold harmless the GRCSO, and all of its officers, directors, representatives, attorneys, agent's employees and agents, including but not limited to the GRCSO governing board, consultants, Project Manager and all other Representatives (singularly and collectively referred to as "GRCSO Party" or "GRCSO Parties") from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorneys' fees and consultants' fees, directly or indirectly arising out of, connected with or resulting from performance of the Scope of Work, failure to perform the Scope of Work, or condition of the Scope of Work which is caused in whole or part by any act, omission or negligence of Consultant, its subcontractors (of any tier), designers, suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of

whether it is caused by the concurrent negligent act or omission, whether active or passive, of GRCS D Parties. Provided, however, that the indemnification in this Agreement shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a Claim against one GRCS D Party was caused solely by the negligence or willful misconduct of that GRCS D Party. In that event, however, this indemnification shall remain valid for all other GRCS D Parties.

**6.10. Independent Contractor.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of GRCS D. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

**6.11. PERS Eligibility Indemnification.** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by GRCS D, including but not limited to eligibility to enroll in PERS as an employee of GRCS D and entitlement to any contribution to be paid by GRCS D for employer contribution and/or employee contributions for PERS benefits.

**6.12. Ownership of Documents.** All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of GRCS D. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of GRCS D. Consultant shall deliver to GRCS D any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by GRCS D or its authorized representative, at no additional cost to the GRCS D.

**6.13. Public Records Act Disclosure.** Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to GRCS D may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs GRCS D of such trade secret. The GRCS D will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The GRCS D shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

**6.14. Responsibility for Errors.** Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the Manager of the GRCS D, regarding any services rendered under this Agreement at no additional cost to GRCS D. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to GRCS D, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of GRCS D and to participate in any meeting required with regard to the correction.

**6.15. Prohibited Employment.** Consultant will not employ any regular employee of GRCSO or Plumas County while this Agreement is in effect.

**6.16. Order of Precedence.** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Scope of Work such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

**6.17. Costs.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

**6.18. No Third Party Beneficiary Rights.** This Agreement is entered into for the sole benefit of GRCSO and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

**6.19. Headings.** Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

**6.20. Interpretation.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

**6.21. Amendments.** Only writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

**6.22. Waiver.** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

**6.23. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

**6.24. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one

agreement.


**6.25. Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so; the parties hereto are formally bound to the provisions of this Agreement.

**6.26. Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Amendment, insufficient funds are appropriated to make the payments called for by this Amendment and/or the original Agreement, the Agreement shall be of no further force or effect. GRCSO shall notify Consultant within 10 days of the GRCSO's determination/decision of reduced appropriation or non-appropriation of funds for this project. In this event, the GRCSO shall have no liability to pay any further funds whatsoever to Consultant or furnish any other consideration under the Agreement and Consultant shall not be obligated to perform any further services under the Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the GRCSO shall have the option to either cancel the Agreement with no further liability incurring to the GRCSO, or offer an amendment to Consultant to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Consultant acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute. Consultant will be compensated for work performed prior to the date of termination.

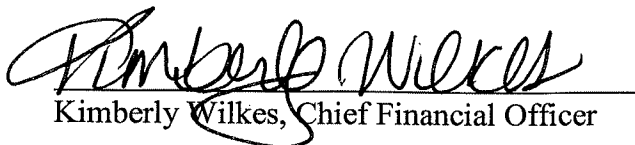
[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**FOR VESTRA RESOURCES, INC.**

  
Wendy Johnston, Vice President

Date: 11/21/11


  
Kimberly Wilkes, Chief Financial Officer

Date: 11/22/2011

Taxpayer ID Number: 68-0150306

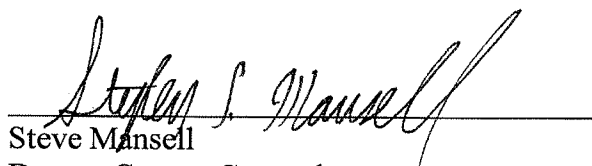
**FOR GRIZZLY RANCH CSD**

**APPROVED AS TO SCOPE OF WORK:**

  
Robert A. Perreault, Jr., P.E.  
Manager, GRCSO


Date: 11-29-2011

**APPROVED AS TO FORM:**

  
Steve Mansell  
Deputy County Counsel

Date: 11-18-11

**CONCURRENCE:**

  
Jack Ingstad  
County Administrative Officer

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



## EXHIBIT A

### SCOPE OF WORK

#### GRIZZLY RANCH COMMUNITY SERVICES DISTRICT NPDES PERMIT RENEWAL SUPPORT

##### BACKGROUND

The renewal application package for NPDES Permit No. CA0085162 and Waste Discharge Requirements Order No. R5-2005-0170 (WDR) for the Grizzly Ranch Community Services District (GRCSD) was submitted to the Regional Water Quality Control Board (RWQCB) in September 2010. The application package addressed the collection and treatment of wastewater from the Grizzly Ranch development to be discharged into Big Grizzly Creek and recycling of treated wastewater for irrigation of the Grizzly Creek Golf Course.

Grizzly Ranch is a planned development for 380 single-family homes, an 18-hole golf course, a golf clubhouse, and limited commercial facilities (i.e. small stores, shops, and offices). The GRCSD was initially formed in November 2003 to oversee the operation, maintenance, and monitoring of the wastewater collection, treatment, disposal, and recycling of water produced from the Grizzly Ranch development. Wastewater produced from the development was to be conveyed to a wastewater collection system and passed through a wastewater treatment plant (WWTP) before being discharged to Big Grizzly Creek during the wet season (November 16 through the last Saturday in April) each year or recycled to supplement irrigation at the golf course during the dry season (the last Saturday in April through November 16) each year.

The WWTP cannot be operated efficiently until a minimum of 30 homes have been built and are occupied in the Grizzly Ranch development (equivalent to the production of approximately 6,000 gallons of wastewater per day). Currently, not enough homes are occupied for the facility to operate and startup has been delayed. Wastewater produced at the development is currently hauled to an alternative wastewater treatment facility in Portola until the 6,000-gallon-per-day threshold in the development is achieved.

The RWQCB had requested submittal of the renewal application in February 2010 that included comparing the original 2003 Report of Waste Discharge (ROWD) and compared it to the *Information Needs for Domestic and Industrial Wastewater Disposal to Surface Water*. The information requirements, corresponding ROWD page numbers, and noted changes from the ROWD were submitted to the RWQCB in September 2010. The RWQCB completed the draft NPDES permit renewal in October 2011 and submitted the draft permit to the GRCSD for review.

This scope of work responds to the GRCSD request for review of the draft NPDES permit and support through permit adoption.

## **SCOPE OF WORK**

### **Task 1      Review the Draft Permit**

The draft permit will be reviewed for consistency with the existing WDRs for the land application of waste on the Grizzly Creek Golf Course as well as for consistency with the State Implementation Policy for the California Toxics Rule and other applicable regulations. A letter will be provided to Bob Perreault, Plumas County Director of Public Works and Manager for the GRCSD, summarizing the permit and identifying any issues of concern for the GRCSD.

### **Task 2      Meet with RWQCB**

Following completion of the review, a meeting will be scheduled with the RWQCB to address any questions relative to the permit and reach a compromise position that will allow the permit to be placed on the RWQCB uncontested calendar for the meeting date scheduled for adoption.

### **Task 3      Attend Adoption Meeting of the RWQCB**

Even though the draft permit may be placed on the uncontested calendar, unanticipated public opposition (such as from a local environmental group) may pull the item to the contested calendar. Therefore, attendance at the adoption hearing by the RWQCB is deemed necessary by the GRCSD Manager. This task includes attendance at the RWQCB adoption meeting to answer any questions the RWQCB may have relative to the permit and a presentation to the RWQCB, if required.

### **Task 4      Project Management**

Project management will be billed at approximately 10 percent of the total project cost.



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

---

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

**Date:** November 23, 2011

**To:** Honorable Board of Supervisors

**From:** Mimi Hall

**Agenda:** Consent Agenda Item for December 20, 2011

**Item Description/Recommendation:** Approve a Supplemental Budget and unanticipated revenues of \$500.00 from Lassen-Plumas-Sierra Community Action Agency in Budget Unit 20830 for Senior Nutrition.

**Background Information:** As the Board is aware Plumas County Public Health Agency provides senior nutrition services at four sites throughout the county. The Senior Nutrition Program provides Congregate and Homebound Meals. Plumas County has twice the state rate of seniors age 60 and above, many of whom are interested in Senior Nutrition Services.

At this time the Board is requested to approve a Supplemental Budget and unanticipated revenues of \$500.00 from Lassen-Plumas-Sierra Community Action Agency in Budget Unit 20830 for Senior Nutrition.

Thank you.

cc: Martha Heeszal



GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

6B1

## Memorandum

**DATE:** December 8, 2011

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of December 20, 2011

### Recommended Action:

Approve and sign amendment to service agreement between Plumas County Sheriff's Office and Berry Enterprises, Inc. dba Sierra Electronics.

### Background and Discussion:

The Sheriff's Office contracts for radio and communication equipment service through Sierra Electronics. Services have/will exceed the standard contract amount. County Counsel has drafted an amendment to the contract to increase the amount to allow all costs to be paid.

Please sign and approve the amendment to the Sheriff's agreement #PCSO00070 with Berry Enterprises, Inc. dba Sierra Electronics AND authorize the Auditor to pay all invoices with back service dates prior to the amendment date.



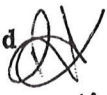
GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

6B2

## Memorandum

**DATE:** December 7, 2011  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of December 20, 2011

**It is recommended that the Board:**

Adopt Resolution authorizing the Sheriff to sign and execute the Boating Safety and Enforcement Grant Equipment and Operation Contract with the Department of Boating & Waterways - Contract #11-204-766.

Approve supplemental budget request for awarded funding.

**Background and Discussion:**

Funding has been awarded in the amount of \$43,000.00 from the Department of Boating & Waterways for the purchase of equipment needed for the Sheriff's Boating Safety and Enforcement (BS&E) Program.

This funding is intended to be used to purchase the following BS&E equipment:

- \* FLIR units

This contract has been reviewed by County Counsel and approved as to form.

A copy of the complete contract is on file with the Clerk of the Board for additional review.



ELLIOTT SMART  
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

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

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

DATE: DECEMBER 12, 2011

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR DECEMBER 20, 2011, CONSENT AGENDA

RE: RECEIPT OF \$1,075 IN GRANT FUNDS FROM THE LASSEN, PLUMAS,  
SIERRA COMMUNITY ACTION AGENCY FOR THE CARING FOR KIDS  
PROJECT

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

Approve a supplemental budget in the amount of \$1,075 for Caring for Kids funds received from the Lassen, Plumas, Sierra Community Action Agency (LPSCAA) by signing the enclosure.

**Background and Discussion**

The Department of Social Services successfully applied for and received funding from the LPSCAA to support Caring for Kids, a project that assembles and provides age appropriate care kits for children who've been removed from their homes due to abuse or neglect. The care kits contain items such as pajamas, personal care accessories, stuffed animals and other items that the child typically won't immediately have available when they are removed from an unsafe home.

**Financial Impact**

The grant is for a total of \$1,075 in funds for this purpose. No match or other commitment of local funds is required.

Copies: Leslie Mohawk  
Betty Cortez

Enclosures (2)





Joe Wilson  
Director

## DEPARTMENT OF FACILITY SERVICES

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

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



DATE: December 12, 2011

TO: Honorable Board of Supervisors

FROM: Joe Wilson, Director of Facility Services/ Airports *Joe*

Subject: Consent Agenda Request for the Meeting of December 20<sup>th</sup>, 2011

**Approve Assignment of Custodial Contracts from Bob Bowen, DBA Bob's  
Janitorial to Tim Ringo, DBA Bob's Janitorial**

---

### Recommended Action

1. Approve the assignment of contracts and Authorize the Chair to Sign.

### Background

Bob Bowen, the current contractor for several custodial contracts has decided to retire after 33 years in business. He is selling his business to an employee, and wishes to assign the contracts to this new owner. Counsel has prepared and approved an Assignment Agreement that transfers all responsibilities for service under these contracts including insurance and confidentiality requirements to the new owner. It is anticipated that there will be no impacts to the current levels of service.

It is Staff's recommendation that the Board authorize assignment of the contracts.



Joe Wilson  
Director

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



DATE: December 12, 2011  
TO: Honorable Board of Supervisors  
FROM: Joe Wilson, Director of Facility Services/ Airports *fw*  
Subject: Authorize Construction Inspection Service Contracts for Airport Improvement Projects.

---

**Recommended Action**

Approve Contracts as presented and authorize the Chairperson to execute contracts.

**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 18<sup>th</sup> 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.

Our Consulting Airport Engineer has presented the County with a proposal for these services. All work except for the 2.5% match will be covered by the federal and state funds. It is Staff's recommendation that the Contracts be approved. County Counsel has reviewed and approved the construction agreements which are on file with the Clerk of the Board.



60F

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

RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)

**WHEREAS**, the governing body of Plumas County has the authority to implement G. C. section 20691; and

**WHEREAS**, the governing body of Plumas County has written labor policy or agreement which specifically provides for the normal member contribution to be paid by the employer in part or in full; and

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of Plumas County of a Resolution to commence said Employer Paid Member Contributions (EPMC); and

**WHEREAS**, the governing body of Plumas County has identified the following conditions and changes to our previous EPMC:

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the County of Plumas elects to pay EPMC, as set forth below:

- This benefit shall be changed from the Plumas County prior EPMC for all employees of Plumas County that are in the bargaining groups of General, Crafts and Trades, and Mid-Management Units.
- The benefit for the General, Crafts and Trades and Mid-Management shall be adjusted from 7% to 4% of the normal member contribution as EPMC for a Miscellaneous member that is vested in CalPERS under these units.
- The benefit for the General, Crafts and Trades and Mid-Management shall be adjusted from 9% to 4% of the safety member contribution as EPMC for a Safety member that is vested in CalPERS under these units.
- The benefit for all new employees under the General, Crafts and Trades and Mid-Management Units will be 0% for Miscellaneous and Safety members until the employee is vested with CalPERS. Once employee is vested, the County will pick-up the same percentage as vested employees within these units.
- The effective date of this Resolution shall be January 1, 2012, or the beginning of the first payroll once approved by CalPERS.

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 20th day of December, 2011 by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Executive Clerk/Board of Supervisors

9A

## PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242  
pclibq@psln.com • www.plumaslibrary.org



*Dora Mitchell*  
Interim County Librarian

DATE: November 22, 2011  
TO: Honorable Board of Supervisors  
FROM: Dora Mitchell, Interim County Librarian *DM*  
RE: AGENDA ITEM FOR DECEMBER 13, 2011

It is recommended that the Board:

Approve a budget transfer request from Contingency in the amount of \$4,828.32 for unexpended Literacy grant funds from FY 2010-11.

Background:

Plumas Literacy was awarded a grant from the State Library's Library Services and Technology Act (LSTA) for FY 10-11. Because the grant ran through August 31, 2011, some of the revenue was not spent by the end of the fiscal year. It was understood at the time the grant was budgeted that the remainder would have to be rolled over into FY 11-12. This grant funding will pay salary and benefit expenditures for educators with Literacy's Second Chance program, which assists pre- and post-reentry inmates in the Plumas County Correctional Facility.

Any unspent funds will be returned to the General Fund.

9B

**PLUMAS COUNTY CRITICAL STAFFING  
COMMITTEE**

**Lori Simpson, Jack Instad and Gayla Trumbo**

DATE: December 12, 2011  
TO: The Honorable Board of Supervisors  
FROM: Critical Staffing Committee  
SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
DECEMBER 20, 2011.

RE: CRITICAL STAFFING REPORT AND POSSIBLE ACTION:

1. TO REFILL .80 FTE SENIOR TRANSPORTATION DRIVER  
I, II OR III; 1.0 FTE OFFICE ASSISTANT I OR II IN  
SOCIAL SERVICES; 1.0 FTE BENEFIT ASSISTANT COUNSELOR  
SUPERVISOR SOCIAL SERVICES; 1.0 FTE SOCIAL WORKER  
I, II, III OR SENIOR SOCIAL WORKER; 1.0 FTE SOCIAL  
WORKER I OR II.
2. ADOPT RESOLUTION AMENDING THE POSITION ALLOCATION  
FOR SOCIAL SERVICES TO REFLECT THE ADDITION OF 1.0 FTE  
BENEFITS ASSISTANT COUNSELOR I OR II.
3. APPROVE RESOLUTION TO ADOPT THE JOB DESCRIPTION  
AND SALARY RANGE FOR DEPUTY SHERIFF II/COMMUNICATIONS  
EQUIPMENT COORDINATOR AND TO AMEND THE POSITION  
ALLOCATION FOR THE SHERIFF'S DEPARTMENT 70330 TO  
REFLECT 1.0 FTE DEPUTY SHERIFF II/COMMUNICATIONS  
EQUIPMENT COORDINATOR WITHIN DEPARTMENT 70330.
4. REORGANIZATION IN THE DEPARTMENT OF TREASURER/TAX  
COLLECTION RECOMMENDED TO BE CONTINUED UNTIL AFTER  
MID-YEAR REVIEW.

### RECOMMENDED THAT THE BOARD:

1. Approve the recommendation of the Critical Staffing Committee to refill the following positions: .80 FTE Senior Transportation Drivers I, II or III; 1.0 FTE Office Assistant I or II Social Services; 1.0 FTE Benefit Assistant Counselor Supervisor; 1.0 FTE Social Worker I, II, III or Senior Social Worker; 1.0 FTE Social Worker I or II.
2. Adopt resolution to increase the position allocation for 2011-2012 to reflect the addition of 1.0 FTE Benefits Assistant Counselor for the Social Services Department 70590.
3. Approve Resolution to adopt the job description and salary range for Deputy Sheriff II/Communications Equipment Coordinator and amend the 2011-2012 Position Allocation for the Sheriff's Department 70330 to include 1.0 FTE Deputy Sheriff II/Communications Equipment Coordinator.
4. Continue the request for reorganization of the Treasurer/Tax Collector's Department until after the mid-year budget review to be completed in January.

### BACKGROUND AND DISCUSSION

Critical Staffing Committee met on December 6, 2011, to review request from the departments of Social Services, Sheriff, Health/Senior Transportation, and the Treasurer/Tax Collector.

The Senior Transportation has requested to refill a vacancy of .80 FTE Drivers I, II or III that is allocated for 2011-2012 fiscal year. The department has been dependant on temporary help to complete the necessary duties of these positions due to a Workers Compensation injury. At this time, the position has become vacant; therefore, the department would like to move forward in hiring a .50 FTE Driver for the Quincy area and a .30 FTE Driver for the Portola area.

Social Services has several vacancies at this time due to resignations, retirements and failure to past probationary period. The 1.0 FTE Benefit Assistance Counselor Supervisor, 1.0 FTE Social Worker I or II, and the 1.0 FTE Social Worker I, II ,III, or Senior Social Worker are positions that were allocated for 2011-2012 which have become vacant during this fiscal year.

In addition to the request to refill allocated positions for this fiscal year, the Social Services Director, Elliott Smart also submitted a request to increase the allocation for Benefit Assistant Counselor by 1.0 FTE. In Mr. Smart's quarterly report to the Board of Supervisors, he informed the Board that the applications and caseloads in his department has reached "unprecedented levels". He also reported that it is anticipated that due to the Federal Health Reform due early in 2012, this workload will increase based on new eligible population seeking services. Therefore, he is seeking one additional position of 1.0 FTE Benefit Counselor I or II to assist in completing this workload. Please see attachments for further information regarding this request.

The Sheriff brought forward a reorganization request. The Sheriff's Department contracts out to private entities for radio communication, repairs and maintenance each year. The contract for these services in 2011 was approximately \$70,000.00. The Sheriff's Department has a deputy

who is qualified to "coordinate and participating in the research, development modification, maintenance, installation and operation of complex communication equipment." By the County adopting the proposed job description for Deputy Sheriff II/Communications Equipment Coordinator, it will allow the department to utilize this position as a law enforcement officer doing patrol work, responding to calls and complaints. It will also provide the ability to utilize this position in directing, coordinating and participating in the enhancement, modifications, maintenance and use of complex computer systems and communications systems. This position can perform many of the functions that in the year of 2011 were contracted out at the cost of approximately \$70,000.00. The current contract with the private entity ends on December 31, 2011. The department would like to substantially lower the service of this contract for 2012 by utilizing this new position. It has been calculated that within this one area of contracted service the department would save approximately \$40,000.00. It is also thought that by having this position, the department will be able to receive additional cost savings on other projects in the future. Due to the contract expiring for these services as of the end of this month the Committee is recommending that this reorganization move forward.

The Treasurer/Tax Collector also submitted a reorganization of her department. This reorganization would save the County approximately \$19,000.00. The request reflects removing the allocation for the Collections Officer II position; changing the allocation to the Treasurer/Tax Collector to reflect 1.0 FTE Tax Specialist I and 3.0 FTE Treasurer/Tax Collections Specialists. The job descriptions for the position of Treasurer/Tax Collector must be approved by Operating Engineers before moving forward. After discussion by committee members it was determined that this request be continued until after the findings of the mid-year budget review. This review is to be completed in the month of January 2012.





Sharon L. Reinert, Chief Probation Officer

9c

---

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

DATE: December 13, 2011

TO: Honorable Board of Supervisors

FROM: Sharon L. Reinert, Chief Probation Officer 

SUBJECT: Community Corrections Partnership (CCP) Public Safety Realignment and Post Release Community Supervision Supplemental Budget

### **Recommendation**


Approve the Community Corrections Partnership (CCP) Public Safety Realignment and Post Release Community Supervision Supplemental Budget for Probation in the amount of \$130,619.00

### **Background and Discussion**

On June 30, 2011, the CCP Committee began meeting and developing the Public Safety Realignment and Post Release Community Supervision Implementation Plan for Plumas County. The Committee met on 15 occasions during the development of the Plan and numerous objectives were taken into consideration and discussed thoroughly. After several drafts, the CCP Executive Committee, consisting of the Honorable Ira Kaufman, Sheriff Greg Hagwood, Public Defender Doug Prouty, AOD Administrator Mimi Hall, District Attorney David Hollister, and myself, as Chair, voted to adopt the Plan and submit it to the BOS for approval.

As the Board is well aware, the implementation of AB109 on October 1, 2011, has changed the way local law enforcement and the Courts will be required to prosecute, sentence, arrest, incarcerate, and supervise criminal offenders. The new responsibilities placed on local law enforcement will be challenging, at best, and continued funding from the State will be essential to the success of these new requirements and responsibilities placed on the County and local law enforcement agencies. The budget outlined in the Public Safety Realignment and Post Release Community Supervision Plan was developed after careful consideration, given the insignificant amount of dollars allocated for Plumas County, and is comparable to the additional requirements that will be imposed on the various local law enforcement agencies.

The goal of the CCP's Budget is to implement new rehabilitative programs for offenders while utilizing existing community resources, protecting public safety, and reducing offender



recidivism. The CCP Committee will continue to meet, at least quarterly, and updated reports will be submitted to the BOS for their consideration. The total allocation amount awarded by the State to Plumas County for 2011/2012 is \$264,616.

The Plumas County Board of Supervisors approved the Community Corrections Partnership (CCP) Public Safety Realignment and Post Release Community Supervision Plan and Incorporated Budget on Tuesday, December 13, 2011.

The County has already received the first payments of \$100,000 and \$10,850 and will receive additional funds in accordance with the State's schedule.

This unanticipated revenue will be used for training, program implementation, and sustainability, etc.