



BOARD OF SUPERVISORS

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

AGENDA FOR MEETING OF AUGUST 07, 2012 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.

DEPARTMENT HEAD COMMENT OPPORTUNITY

Informational announcements by County Department Heads

ACTION AGENDA

1. 10:15 BOARD OF SUPERVISORS

- A. Presentation of *Certificate of Appreciation and Recognition* of Jeanette Legg, Librarian for thirty-five years of dedicated service to Plumas County
- B. Presentation of *Certificate of Appreciation and Recognition* of John Kolb, Department of Public Works Assistant Engineer for thirty-six years of dedicated service to Plumas County
- C. **PUBLIC HEARING** – Pursuant to Ordinance 02-967 regarding "Outdoor Festivals", application received from Belden Town Resort for outdoor music festivals to be held in Belden Town. Discussion and possible action to approve application for the following festival:
 - Still Dream – September 21-23, 2012
- D. Adopt **RESOLUTION** "Get Connected" – Declaration of Support for Get Connected and a Call to Action (Broadband). **Roll call vote**
- E. Approve and authorize the Chair to sign Amendment to Services Agreement with Rodney Craig Goodman for consulting and training services to the Auditor's Office
- F. Correspondence
- G. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- H. Appointments

CHESTER CEMETERY DISTRICT

Appoint Eric Thompson to the Chester Cemetery District Board of Trustees to fill a vacancy

2. 11:00 DEPARTMENTAL MATTERS

- A. **ENVIRONMENTAL HEALTH** – Jerry Sipe **PUBLIC HEARING/RESOLUTION** adopting a Fee Schedule for Environmental Health services, and repealing prior inconsistent Resolutions. **Roll call vote**
- B. **PLANNING** – Randy Wilson
Status report on General Plan Update

- C. **PUBLIC WORKS** – Robert Perreault
 - 1) **Plumas County Coordinating Council**
USFS Proposal to add three new categorical exclusions to NEPA Regulations. Discussion and possible action to consider recommendations of the Plumas County Coordinating Council
 - 2) **Solid Waste**
Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County and Feather River Disposal, Inc. pertaining to Disposition of Overearnings for Calendar Year 2010 Rate of Return. Approved as to form by County Counsel
- 3. 11:45 **INDIAN VALLEY RECREATION AND PARK DISTRICT** – John Shower
Discussion and possible action to consider proposal from Indian Valley Recreation and Park District for payment of Building Permit fee of \$7,000

4. 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 July 2012

B. AGRICULTURE

- 1) Approve and authorize the Chair to sign Agreement between County of Plumas and CalTrans of \$39,000 for weed control along State Highways. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement between County of Plumas and California Department of Food and Agriculture of \$15,000 for noxious weed control along county roadsides and adjacent un-infested private lands. Approved as to form by County Counsel

C. BUILDING

Approve request to increase the maximum allowable number of comp time hours from 130 to 240 for Plans Examiners and Building Inspector. Approved by Operating Engineers Union

D. BOARD OF SUPERVISORS

- 1) Approve and authorize the Chair to sign letter to California Department of Transportation for encroachment permit (Plumas County Fair Parade, August 13, 2012)
- 2) Approve and authorize the Chair to sign letter to California Department of Transportation for encroachment permit (Plumas-Sierra Rural Electric Annual Meeting – September 08, 2012)

E. SHERIFF

Adopt **RESOLUTION** authorizing the Sheriff to apply for and manage the 2012 State of Homeland Security Grant through the California Emergency Management Agency

F. OFFICE OF EMERGENCY SERVICES

Adopt **RESOLUTION** authorizing submittal of the annual Emergency Management Performance Grant application. Approved as to form by County Counsel

G. MENTAL HEALTH

- 1) Adopt **RESOLUTION** designating the Department of Mental Health as the County's Mental Health Plan, and the Director of Mental Health as the authorizer for MediCal Mental Health Services; and authorize the Director of Mental Health to sign said Agreement. Approved as to form by County Counsel
- 2) Approve disposal of two county vehicles (1998 Chevy Blazer; and 1989 Chevy Blazer)

H. PUBLIC HEALTH AGENCY

Approve Agreement between County of Plumas and County of Marin Department of Health and Human Services for MediCal Administrative Claiming and/or Targeted Case Management; ratify services previously performed, and authorize the Director of Public Health to sign. Approved as to form by County Counsel

NOON RECESS

5. 1:30 P.M. BOARD OF SUPERVISORS

- A. Report and update by Susan Scarlett, Budget Consultant; continued discussion, possible action and/or direction to staff regarding FY 2012-2013 budget issues
- B. Set FY 2012-2013 Budget Workshop schedule
- C. Discussion, possible action and/or direction to staff to begin the process to update the Master Fee Schedule

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

Convene as the Plumas County In-Home Supportive Services Public Authority

- A. Conference with Labor Negotiator regarding employee negotiations: California United Healthcare Workers

Adjourn as the Plumas County In-Home Supportive Services Public Authority and reconvene as the Board of Supervisors

- B. Personnel: Public employee performance evaluation – Fair Manager
- C. Personnel: Public employee discipline/dismissal/separation
- D. Conference with Legal Counsel: Claim Against the County filed by John Howard Posch on June 19, 2012
- E. Conference with Legal Counsel: Claim Against the County filed by Julz Statler on July 16, 2012
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- G. 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, August 14, 2012, Board of Supervisors Room 308, Courthouse, Quincy, California.

I.C.

**NOTICE OF PUBLIC HEARING
APPLICATION OF BELDEN TOWN RESORT
MUSIC FESTIVALS
STILL DREAM**

The Plumas County Board of Supervisors will be holding a public hearing on the following matter on **Tuesday, August 07, 2012** at 10:15 a.m. in the Board of Supervisor Room 308, Courthouse, Quincy, California.

Pursuant to Ordinance 02-967 regarding "Outdoor Festivals", application has been received from Belden Town Resort for outdoor music festival:

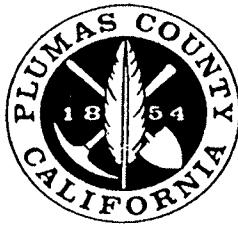
Still Dream – September 21-23, 2012

The Board will take public input and comments about this event, and conditions appropriate for the permit.

For further information on the above hearing please contact: the Clerk of the Board at (530) 283-6170.

Written comments should be mailed to the Plumas County Board of Supervisors, 520 Main Street, Room 309, Quincy, California 95971.

Publication: FRB July 25, 2012



**JULIE A. WHITE
COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION**

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pottc@countyofplumas.com

(530) 283-6260 • Fax (530) 283-0946
Kelsey Hostetter – Asst. Tax Collector (530) 283-6259



DATE: June 22, 2012

TO: Nancy Daforno, Clerk of the Board

FROM: Julie White, Treasurer- Tax Collector

RE: Outdoor Festival for Belden Town Resort

Attached is the application for Outdoor Festival; Still Dream; September 21-23, 2012.

The applicant has paid the application fees, and completed the information and program plans for each festival. Please set a public hearing date for the two festivals.

Thank You,

OUTDOOR FESTIVAL RESOLUTION 02-967

APPLICATION CHECKLIST:

- A. Identity of group, "Still dream" Paul 916-470-4999
- B. Location of event, Belden Town Resort @ 14785 Belden Town Rd. Belden Ca, 95915 Ph. 530-283-9662
- C. Dates, September 21st, 2012 September 23rd 2012 Leaving September 24th 2012 AM
- D. Estimate of numbers (attendance), 400 + Artists and staff

E. Program and plans to provide;

Police and Fire Security Protection-Belden's security team combined with Promoters security team, that work together, everyone is well marked and all have radio's for a quick response for people. There will be 24 hr. security. Belden has 2 water sources and a new state of the art fire system.

Water and Food supplies; Belden has two water sources, plus we sell bottled water in the store. We have a water fountain available to all. There are flyers passed out to everyone reminding them to stay hydrated and healthy. The restaurant will be open from 9, otherwise there is always the store that we keep fully stocked this time of year.

Sanitation facilities- We will be using Plumas Sanitation out of Portola. They will bring 20 porta-potties, 2 wash stations. We have bathrooms in the lodge and also two outdoor bathrooms, plus ten cabins with bathrooms.

Medical Facilities and Services- As requested by Plumas County the medical tent will be set up at the old garage (less than 50 ft. from bridge) with 24 hour staff.

Vehicle Parking Space- There are 80 parking passes sold. Our devoted team will coordinate the parking on property in accordance with the rules. The rest of the vehicles will be parking at Greys flat and shuttled over. We are pulling permits through Caltrans to do so. You can verify through Fred Chaffin 530-225-3121, or Carla 530-225-3097. We will also place a dumpster and 2 porta-potties at the parking area.

Access/On Site Traffic control- We will have already made plans to pick up the "special event" signs so people will know to slow down while people are turning onto the bridge. No one will be stopped to check in until they are in the upper parking lot at Belden, for traffic control.

Overnight Camping/Lighting- Belden has our own street lights. Along with the fact the parties are pretty dressed up with all kinds of lighting.

Provisions for Spectators Over and Above Estimate- The promoters have and are pulling permits through Mt. Hugh Forest Service for the abandoned park just past (west) of Belden. Verify Through Judy Schaber.

Cleanup/ Rubbish Removal- The belden staff along with the Music festival clean up crew will work together and we will use a dumpster provided by Plumas Sanitation.

Policing of Activity --

Belden has a security team. Walkers father, head of security has been with us for four yrs. BC Cameron out of Willows, he is a EMT, does professional security for the Glenn County Fair and Stoneyford Rodeo, ambulance at Thunderhill Race Track, is Chief of Glenn-cadora Fire, Captain of Knawha Fire, Captain of Glenn County Search & Rescue and retired Lt. of Willows Fire. Along with his hand picked team, united with the professionally hired team from promoters. All of us carrying radios to assure immediate response to any red flag or emergency. We are sincere and take very serious the safety of our guest.

Maps --

See attached

Letters of Permission from Property Owner --

See attached

With the agreed upon Insurance policy, and With an attendant on property at all times of use of parking area,

I Delbert Lehr give my permission to use the greys flat parking area to Still dream for the dates of 9/21/12 - 9/23/12 out 24th am

Thank you



Delbert Lehr, President, Twain Enterprizes.

RESOLUTION NO. 12-

RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF PLUMAS, STATE OF CALIFORNIA

Get Connected!

Declaration of Support for *Get Connected!* and a Call to Action

WHEREAS, closing the Digital Divide is vital to the economic prosperity and quality of life for residents in Plumas County and throughout California.

WHEREAS, Plumas County finds and declares that high-speed Internet access—referred to generically as “broadband” and including both wireline and wireless technologies—is essential 21st Century infrastructure in a digital world and global economy.

WHEREAS, Plumas County recognizes that California is home to a wellspring of innovation that has given rise to the evolution of broadband and other information technologies, however Californians’ adoption and use of broadband technology is only approximately equivalent to the national average.

WHEREAS, Plumas County acknowledges that: a significant portion of California’s rural communities covering approximately 44,000 square miles of inhabited area have no access to broadband; and 29% of all Californians, 31% of rural residents, and 42% of low-income households are not connected to the Internet with broadband, leaving more than 10 million Californians without high-speed Internet access at home.

WHEREAS, Plumas County is committed to helping families and children be healthy, productive and self-sufficient and realizes that the use of broadband can save both time and money for residents while helping them bridge the economic divide.

WHEREAS, Plumas County is committed to helping students obtain the highest-quality education possible incorporating digital literacy and understands that high-speed Internet connectivity and the availability of computing devices both at school and at home are critical teaching and learning tools for academic achievement.

WHEREAS, Plumas County is committed to reducing its carbon footprint and recognizes that broadband is a strategic “green” technology that decreases greenhouse gas emissions and dependence on foreign oil by enabling e-government and the provision of more services online.

WHEREAS, Plumas County is committed to Digital Inclusion and increasing citizen participation in the public process through expanded engagement using broadband.

WHEREAS, Plumas County recognizes that it has the opportunity to impact broadband deployment and adoption in its several local government roles and responsibilities, including as a policy leader, planning body, land use approval agency, purchaser-consumer of communications equipment and information technology, and a service provider.

WHEREAS, Plumas County welcomes the opportunity to partner with the California Emerging Technology Fund along with the Governor, Legislature, other local governments, civic leaders, community organizations, employers, labor representatives, educators, and policymakers to encourage adoption of broadband technology.

NOW, THEREFORE, BE IT RESOLVED that the County of Plumas hereby joins with the California Emerging Technology Fund in promoting ***Get Connected!*** —a public awareness program to close the Digital Divide—and calls upon all residents, businesses and community organizations to ***Get Connected!***

BE IT FURTHER RESOLVED that the Plumas County Board of Supervisors requests all of their departments and agencies to review scopes of responsibilities, work plans, and services to identify and report back to the Board of Supervisors within six (6) months on the strategic actions that will remove barriers to and promote the deployment and adoption of broadband among residents, customers, and recipients of public services.

BE IT FURTHER RESOLVED that the Plumas County Board of Supervisors directs that appropriate policies promoting and supporting the deployment and adoption of broadband be promulgated and incorporated into the General Plan and other appropriate land use and economic development plans.

BE IT FURTHER RESOLVED that the Plumas County Board of Supervisors directs the appropriate departments to determine how to optimize the use of broadband technology to inform and engage residents to increase citizen participation in the public processes of governance and expand Digital Inclusion.

BE IT FURTHER RESOLVED that the Plumas County Board of Supervisors will seek to cooperate and share the results of ***Get Connected!*** with neighboring jurisdictions and other public agencies and shall post this resolution on the Plumas County website.

BE IT FURTHER RESOLVED that the Plumas County Board of Supervisors authorize the use of their names as champions of ***Get Connected!*** on the websites of the California Emerging Technology Fund (www.CETFund.org and www.GetConnectedToday.com) and in printed materials pertaining to ***Get Connected!***

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 the Board held on the 7th day of August 2012 by the following vote.

AYES:

NOES:

ABSENT:

Chair of the Board

ATTEST:

Clerk of the Board

I.E.

FIRST AMENDMENT TO SERVICES AGREEMENT

BY AND BETWEEN THE
COUNTY OF PLUMAS
AND
RODNEY CRAIG GOODMAN JR.

This First Amendment to Services Agreement ("Amendment") is made on August 7, 2012, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Office of the Auditor ("COUNTY"), and Rodney Craig Goodman Jr., an individual ("CONTRACTOR") who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. COUNTY and CONTRACTOR have entered into a written Services Agreement dated as of August 1, 2012, (the "Agreement"), in which the Contractor agreed to provide certain accounting and training services to the County.
 - b. During the term of the contract, the County may require additional services from the Contractor in excess of what the parties originally anticipated.
 - c. The parties desire to amend the Agreement to increase the maximum amount to be paid to Contractor under the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Section 2 of the Agreement is hereby amended in its entirety as follows:

Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty Thousand and No/100 Dollars (\$60,000.00)."
 - b. The first paragraph of Exhibit B to the Agreement is hereby amended in its entirety as follows: "Total compensation under this Agreement shall not exceed \$60,000."
3. **Effectiveness of Agreement:** Except as set forth in this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect.

CONTRACTOR:

Rodney Craig Goodman Jr.,
an individual

Date signed:

COUNTY:

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

By: _____

Robert Meacher
Chair, Board of Supervisors

Date signed:

APPROVED AS TO FORM:

Plumas County Counsel

By: _____

Stephen L. Mansell
Deputy County Counsel

Date signed:

Services Agreement

This Agreement is made as of August 1, 2012, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Office of the Auditor (hereinafter referred to as "County"), and Rodney Craig Goodman Jr., an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Ten Thousand and No/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from August 1, 2012 through June 30, 2013, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. General liability coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
 - b. Professional liability coverage with a minimum per occurrence limit of two-hundred fifty thousand dollars (\$250,000), with a five hundred thousand dollar (\$500,000) aggregate.
 - c. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of fifty thousand dollars (\$50,000) per person and one hundred thousand dollars (\$100,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
 - d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by

the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Auditor/Controller
County of Plumas
520 Main Street, Room 205
Quincy, CA 95971
Attention: Linda Williams

Contractor:

Rodney Craig Goodman Jr., CPA
8830 Elk Grove Blvd.
Elk Grove, CA 95624

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

CONTRACTOR:

Rodney Craig Goodman Jr.,
an individual

COUNTY:

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

By: Rodney Craig Goodman Jr.
Name:
Title:
Date signed:

APPROVED AS TO FORM:

Plumas County Counsel

By: _____
Stephen L. Mansell
Deputy County Counsel

EXHIBIT A

Scope of Work

- Assist the Auditor-Controller's Office in creating and maintaining a year-end closing process.
- Assist the Auditor-Controller's Office in providing year-end training to departments that will facilitate the year-end data collection and verification process.
- Assist the Auditor-Controller's Office to identify, compile, and record all closing entries while maximizing the use of the County of Plumas' accounting system data for the preparation of full disclosure financial statements for FY 2011-2012 in compliance with generally accepted accounting principles.
- Provide general training to staff of the Auditor-Controller's Office on year-end closing, reporting and other processes.
- Other professional services as mutually agreed upon between Contractor and County.

EXHIBIT B

Fee Schedule

Total compensation under this Agreement shall not exceed \$10,000.

Contractor shall charge \$160 per hour for services provided under this Agreement, inclusive of all expenses unless expressly authorized by County in writing prior to the occurrence of such expense.

Contractor shall submit an invoice to County on a monthly basis. County shall reimburse Contractor within fifteen (15) days of receipt of undisputed invoice.



Plumas County Public Health Agency

JA

Environmental Health-Quincy
270 County Hosp. Rd. Ste. 127
Quincy, CA 95971
(530) 283-6355 (530) 283-6241 FAX

Environmental Health - Chester
Post Office Box 1194
Chester, CA 96020
(530) 258-2536 (530) 258-2844 FAX

Mimi Khin Hall, MPH, CHES, Director

Date: July 24, 2012

To: Honorable Board of Supervisors

From: Jerry Sipe 

Agenda: Agenda Item for August 7, 2012

Recommendation: Approve a Resolution Updating Environmental Health Fees for Service

Background and Discussion: As the Board is aware, the Health and Safety Code authorizes the Board of Supervisors to establish fees for specified Environmental Health services such as permits and inspections. Environmental Health fees were last updated in 2007 and do not reflect the current costs to provide these services.

The methodology used to calculate the proposed fee is the same as used in previous years. Calculations account for direct costs such as salary and wage expenses for staff performing the work, indirect costs including administrative time and building cost plan charges, and special costs associated with a specific service such as laboratory charges if applicable. The full methodology work book, including calculation worksheets for each proposed fee, is on file with the Clerk of the Board for your review.

The attached Resolution lists all proposed Environmental Health fees and would supersede any conflicting or previously adopted fee resolutions when adopted. Most fees would be effective upon adoption of the Resolution, however a few fees as noted would not be effective for sixty days as required by the Government Code.

At this time, the Board is asked to approve the Resolution adopting a fee schedule for environmental health services and repealing prior inconsistent resolutions. The fee methodology and resolution format have been approved by County Council, and the required public notification requirements have been satisfied.

If you have any questions, please contact me at 283-6367. Thank you.

Plumas County, California

RESOLUTION NO. 12-_____

A RESOLUTION ADOPTING A FEE SCHEDULE FOR ENVIRONMENTAL HEALTH SERVICES, AND REPEALING PRIOR INCONSISTENT RESOLUTIONS

WHEREAS, Health and Safety Code Section 101325 authorizes the Board of Supervisors to establish by resolution fees to meet the reasonable expenses of Environmental Health services;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

1. That the fee schedule for Environmental Health services attached hereto as Exhibit "A" and incorporated herein by reference is hereby adopted. Unless specifically identified on Exhibit "A" for delayed implementation, these fees will be effective August 7, 2012.
2. That all any provisions of prior resolutions conflicting or inconsistent with the provisions of this resolution are hereby repealed. The portions of such prior resolution that are not in conflict or inconsistent with the provisions of this resolution shall remain in full force and effect.

PASSED AND ADOPTED this 7th day of August, 2012, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

PLUMAS COUNTY ENVIRONMENTAL HEALTH FEE SCHEDULE

Effective August 7, 2012

*Note: Fees with * will be effective October 8, 2012*

CODE	SECTION	DESCRIPTION	AMOUNT
<i>Food</i>			
H&S	113920	Food-Bev Large Fac. Permit	\$269.00 Yr
H&S	113920	Food-Bev Small Fac. Permit	\$173.00 Yr
H&S	113920	Food-Bev Non-Prep Fac Permit	\$88.00 Yr
H&S	113920	Community Event Coordinator Permit	\$73.00 Yr
H&S	113920	Mobile/Temporary/Snack Bar Food Prep Permit	\$95.00 Yr
H&S	113920	Food Facility Plan Check & Preopening Consultation Lg*	\$304.00 Unit
H&S	113920	Food Facility Plan Check & Preopening Consultation Sm*	\$175.00 Unit
H&S	113920	Food/Bev Produce Stand Permit	\$58.00 Yr
H&S	113920	Food/Bev Vehicle Non Prep Permit	\$58.00 Yr
H&S	113920	Food/Bev Vending Machine Permit	\$58.00 Yr
<i>Occupational Health</i>			
H&S	119300	Tattooing, Body Piercing or Permanent Cosmetics Permit	\$162.00 Fac
H&S	119300	Tattooing, Body Piercing or Permanent Cosmetics Plan Check*	\$219.00 EA
<i>Rabies/Vector</i>			
H&S	1900	Animal Bite Investigation	\$75.00 EA
H&S	1900	Large Animal Rabies Testing	\$182.00 Unit
H&S	1900	Small Animal Rabies Testing	\$115.00 Unit
<i>CUPA</i>			
CCR	Title 27	CUPA Facility/Element Amendment	\$86.00 Ea
CCR	Title 27	CUPA Underground Storage Tank Installation/Plan Check*	\$271.00 Unit
CCR	Title 27	CUPA Underground Storage Tank Temporary Closure Permit	\$157.00 Unit
CCR	Title 27	CUPA Underground Storage Tank Permanent Closure Permit	\$243.00 Unit
CCR	Title 27	CUPA Element Underground Storage Tank Permit	\$162.00 YR
CCR	Title 27	CUPA Underground Storage Tank System Repair	\$193.00 Ea
CCR	Title 27	CUPA Facility Base Fee-Standard	\$134.00 YR
CCR	Title 27	CUPA Facility Base Fee-Expedite	\$268.00 Ea
CCR	Title 27	CUPA Element Aboveground Storage Tank Site	\$74.00 YR
CCR	Title 27	CUPA Element Hazardous Waste Generator	\$103.00 YR
CCR	Title 27	CUPA Element Accidental Release Plan	\$278.00 YR
H&S	25400.1	Inspection/Posting of Dangerous Property (Illegal Drug Lab)	\$361.00 EA
H&S	24500	Hazardous Materials Release Work Plan Review	\$206.00 EA
<i>Recreational Health</i>			
H&S	116025	Recreational Health Swimming Pool/Spa Permit	\$201.00 YR
H&S	116025	Recreational Health Pool/Spa Plan Check*	\$397.00 Unit
H&S	116025	Recreational Health Swimming Pool/Spa/Hot Tub Reinspection	\$196.00 EA
<i>Liquid Waste</i>			
PCC	Sec 6-6	Sewage Disposal Installation Permit*	\$395.00 Unit
PCC	Sec 6-6	Sewage Disposal Engineering System Installation Permit*	\$516.00 Unit
PCC	Sec 6-6	Sewage Disposal Advanced Treatment Permit	\$76.00 Yr
PCC	Sec 6-6	Sewage Disposal Installation Permit Renewal*	\$104.00 Once
PCC	Sec 6-6	Sewage Disposal Work Without Permit Investigation Fee	\$395.00 Unit
PCC	Sec 6-6	Sewage Disposal Piezometer Permit*	\$92.00 5 or less per parcel
H&S	25000	Sewage Disposal Pumper Vehicle	\$59.00 Unit

PLUMAS COUNTY ENVIRONMENTAL HEALTH FEE SCHEDULE

Effective August 7, 2012

Note: Fees with * will be effective October 8, 2012

CODE	SECTION	DESCRIPTION	AMOUNT
<i>Water Supply</i>			
CWC	13700	GeoThermal Heat Exchange Well Installation Permit*	\$491.00 Per Site of 10 or less Unit/\$131.50 Ea Additional
CWC	13700	Monitoring Well Installation Permit*	\$291.00 Unit
CWC	13700	Water Well Destruction Permit	\$142.00 Unit
CWC	13700	Local Water System Permit	\$120.00 Yr
PCC	Sec 6-9	State Small Water System Permit	\$120.00 Yr
H&S	116595	Non Community Water System Application*	\$268.00 Ea
CWC	13700	Non Community Water System Treated Permit	\$472.00 Yr
CWC	13700	Non Community Water System Untreated Permit	\$396.00 Yr
H&S	116595	Community Water System Application*	\$436.00 Ea
H&S	116595	Community Water System 15-24 Treated Permit	\$378.00 Yr
H&S	116595	Community Water System 15-24 Untreated Permit	\$297.00 Yr
H&S	116595	Community Water System 25-99 Treated Permit	\$532.00 Yr
H&S	116595	Community Water System 25-99 Untreated Permit	\$462.00 Yr
H&S	116595	Community Water System 100-199 Treated Permit	\$665.00 Yr
H&S	116595	Community Water System 100-199 Untreated Permit	\$577.00 Yr
H&S	116595	Public Water System Permit Amendment *	\$288.00 Ea
H&S	116595	Public Water System Change of Ownership	\$152.00 EA
CWC	13700	Water Well Installation Permit*	\$439.00 Unit
CWC	13700	Water Well Installation Permit Renewal*	\$113.00 Once
CWC	13700	Water Well Installation Work Without Permit Investigation Fee	\$439.00 Unit
<i>Land Use</i>			
PCC	6-11	Permit to Mine/Reclamation*	\$95.00 Application
PRC	21069	Lot Line Adjustment Review*	\$82.00 Unit
PCC	6-11	Special Use Permit Review*	\$70.00 Unit
PCC	6-11	Tentative Map Evaluation*	\$65.00 per Lot
PRC	21069	Planned Development Permit Review(without Tentative Map)*	\$129.00 Application
PRC	21069	General Plan Amendment/Zone Change*	\$87.00 Application
PRC	21069	Negative Declaration/Environmental Impact Report Review*	\$87.00 Application
PCC	6-11	Final Map Review*	\$40.00 Map
<i>Office</i>			
H&S	113920	Office Hearing	\$250.00 Unit
Co. Res	01-6533	Photo Copies	\$0.20 Unit
H&S	Apr-69	Consultation/Hrly Rate	\$114.00 Hr

JCI

PLUMAS COUNTY COORDINATING COUNCIL

AGENDA REQUEST

for the August 7, 2012 Meeting of the Plumas County Board of Supervisors:

Date: July 30, 2012

To: Honorable Board of Supervisors

From: Robert Perreault, Chair, PCCC



Subject: USFS Proposal to Add 3 New Categorical Exclusions to NEPA Regulations.
Discussion and possible action.

Background:

The United States Department of Agriculture, Forest Service, is proposing to supplement its National Environmental Policy Act (NEPA) regulations with three (3) new categorical exclusions for activities that restore lands negatively impacted by water control structures, natural and human caused events, and roads and trails.

These categorical exclusions will allow the Forest Service to more efficiently analyze and document the potential environmental effects of soil and water restoration projects that are intended to restore the flow of waters into natural channels and floodplains by removing water control structures, such as dikes, ditches, culverts and pipes; restore lands and habitat to pre-disturbance conditions, to the extent practicable, by removing debris, sediment, and hazardous conditions following natural or human-caused events; and restore lands occupied by roads and trails to natural conditions.

The proposed road and trail restoration category would be used for restoring lands impacted by non-system roads and trails that are no longer needed and no longer maintained. This category would not be used to make access decisions about which roads and trails are to be designated for public use.

The formal Notice appears in the Federal Register, Vol. 74, No. 131, July 10, 2012, beginning at Page 33204: http://www2.ntia.doc.gov/files/BTOP_NEPA_DOCExclusions_090710.pdf

The comment period ends on August 13, 2012.

Agenda Request for the August 7, 2012 BOS Meeting
Consider PCCC Recommendation on Proposed Rule
Pertaining to Additional Categorical Exclusions
July 30, 2012
Page 2

Purpose of this Agenda Request:

Following the submittal of this agenda request, additional activity is scheduled to occur that are pertinent to this agenda item. That activity will occur after the Agenda is posted for the August 7, 2012 meeting of the Board of Supervisors.

On Friday, August 3, 2012, the Plumas County Coordinating Council will conduct its next regular meeting. One of the scheduled agenda items is to consider recommendation(s) to be submitted to the Board of Supervisors in regard to the USFS proposal to supplement its National Environmental Policy Act (NEPA) regulations with three (3) new categorical exclusions.

The purpose of this agenda request is to enable the Board of Supervisors to consider all input on this topic at its August 7th Board of Supervisors meeting, including recommendation(s) that may be prepared by the Plumas County Coordinating Council during its meeting of August 3, 2012.

Recommendation:

That the Board of Supervisors considers the recommendation(s) of the Plumas County Coordinating Council that is expected to be formulated at the August 3, 2012 PCCC Meeting.

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
Robert A. Perreault, Jr., P.E. Director of Public Works

JcJ
COPY

AGENDA REQUEST for the
August 7, 2012 Meeting of the Plumas County Board of Supervisors

Date: July 30, 2012

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Solid Waste – Final Approval of the Proposed Program to
Expend the Overagearnings of FRD for Calendar Year 2010

Robert A. Perreault Jr.

Background:

In March 2011, the submitted Annual, Audited, Financial Statement for Feather River Disposal, Inc., indicated a rate of return of 17.32% for calendar year 2010. Inasmuch as the solid waste franchise contract indicates a “target” of 10%, both parties to the franchise contract agreed that an “overearnings” for calendar year 2010 exists in the amount of \$ 132,903.

Since issuance of the FRD Annual, Audited Financial Statement for calendar year 2010, the Board, Public Works and FRD have considered – but did not proceed with – implementation of a pilot program pertaining to a curbside recycling program. As an alternative, the Board and FRD agreed in concept, on December 13, 2011, to proceed with a plan to use the 2010 overearnings to pay for capital improvements and special events, as more completely described in the attached MOU.

The following is extracted from the minutes of the Board of Supervisors meeting conducted on April 3, 2012:

4. PUBLIC WORKS
Solid Waste

Approval of the proposed program to expend the overearnings of Feather River Disposal for Calendar Year 2010; and approve and authorize the Chair to sign Memorandum of Understanding between Plumas County and Feather River Disposal pertaining to Disposition of Overagearnings of the Calendar Year 2012 Rate of Return. Discussion, possible action and/or direction to staff.

Following discussion by the Board, this matter is continued to April 17, 2012 to allow for Mr. Perreault to prioritize projects.

The following is extracted from the minutes of the Board of Supervisors meeting conducted on April 17, 2012:

9. PUBLIC WORKS
C. Solid Waste

Continued from April 03, 2012, approval of the proposed program to expend the overearnings of Feather River Disposal for Calendar Year 2010; and approve and authorize the Chair to sign Memorandum of Understanding between Plumas County and Feather River Disposal pertaining to Disposition of Overearnings of the Calendar Year 2010 Rate of Return. Discussion, possible action and/or direction to staff.

Following discussion, there is consensus of the Board to proceed with the MOU. The subject MOU shall be presented to the Board for approval and signature.

Following the April 17, 2012, the following actions have occurred:

The priority listing of projects having been established by the Board of Supervisors on April 17, 2012, Public Works staff began project work soon thereafter, using other capital improvements funds in the solid waste budget. As of the date of this agenda request, the field survey work at the Chester Recycling Center and the East Quincy Recycling Center has been completed. Site plan mapping for both projects is in progress as is selection of a structural design engineer. Project design details of both project are also in progress by Public Works staff. Project construction timetables discussed on April 17th are still on target.

On June 5, 2012, Greg Martinelli and Mike Clements of FRC met with Bob Perreault for final negotiation of MOU terms. The following new details are pertinent:

- Purchase of a new compactor has been included in the cost of the East Quincy Project instead of using FRD direct purchase. The direct purchase would have resulted in an expenditure to the calendar year 2012 costs (and thus would possibly contribute to justification for a rate increase) whereas use of overearnings funds results only in a decrease in the sinking fund for the future replacement of transfer stations floors.
- The payment scheduled has been changed from a construction-reimbursement program to a monthly payment program, to be concluded with the last payment scheduled for December 2012.

Revised documents were resubmitted to County Counsel on and County Counsel has issued approval as to form.

Agenda Request: Final Approval of the Proposed Program to
Expend the Overearnings of FRD for Calendar Year 2010
July 30, 2012
Page 3

Proposed Memorandum of Understanding (MOU):

This submitted Agenda Request responds to the above motion, adopted on April 17, 2012.

Attached is a copy of the proposed, final MOU pertaining to the "Disposition of Overearnings of the Calendar Year 2010 Rate of Return," including Exhibit A.

Recommendation by Public Works:

Public Works staff respectfully recommends that the Board of Supervisors adopt a motion to approve the attached, proposed final MOU and authorize the Chair to sign the MOU.

Attachment: MOU Between County and FRD Pertaining To
Disposition of Overearnings of the Calendar Year 2010 Rate of Return,
including Exhibit A

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

County of Plumas

AND

Feather River Disposal, Inc.

PERTAINING TO

Disposition of Overearnings of the Calendar Year 2010 Rate of Return

This Memorandum of Understanding (MOU) between the County of Plumas, a political subdivision of the State of California (hereinafter referred to as COUNTY), and Feather River Disposal, Inc., a California corporation (hereinafter referred to as FRD), is made with reference to the following facts and circumstances:

WHEREAS, COUNTY and FRD are parties to a solid waste franchise contract, first executed on February 21, 1995, and amended thereafter (the “Contract”);

WHEREAS, one of the provisions (Section 5) of the Contract provides that FRD is entitled to a 10% target rate of return;

WHEREAS, the “Audited Financial Statement for 2010” set forth that the earnings of the FRD for calendar year 2010 was 17.32%, which is 7.32% in excess of the 10% target rate of return (hereinafter referred to as “overearnings”);

WHEREAS, the COUNTY and FRD mutually agree that the 7.32% overearnings is the subject of this MOU;

WHEREAS, the COUNTY and FRD mutually agree that the overearnings dollar amount calculates to be \$132,903 for calendar year 2010 (the “Overearnings Amount”);

WHEREAS, the Contract states, in part, at Para 5A (on Page 4), that: “If FRANCHISEE’S actual rate of return is above the agreed rate, FRANCHISEE shall not be obligated to pay the excess to the COUNTY, provided that COUNTY may adjust the fee schedule in order to eliminate any excess in the future.”

WHEREAS, notwithstanding Para 5A cited above, and in lieu of any fee schedule adjustment resulting from FRD’s 2010 overearnings, FRD proposes to pay COUNTY the Overearnings Amount in the form of (i) additional services not contemplated in the Contract (the “Additional Services”), and (ii) reimbursement for certain COUNTY improvements to COUNTY facilities (“Reimbursement Funds”); and, such proposal is acceptable to the COUNTY, upon full execution of this MOU;

WHEREAS, FRD has already, to date, performed certain Additional Services, valued as follows:

July 24, 2011 bulky waste event cost	\$ 9,091
October 30, 2011 bulky waste event cost	\$ <u>7,671</u>
Total =	\$ 16,762

WHEREAS, as such, following execution of this MOU, FRD will provide Additional Services and Reimbursement Funds valued at \$116,141.

NOW THEREFORE, the parties mutually agree as follows:

- A. The total maximum cost to FRD is \$ 132,903, as set forth above.
- B. **Additional Services.** The parties agree that FRD shall perform Additional Services, as shown in EXHIBIT A to this MOU.
- C. **Reimbursement Funds.** The parties have identified the following projects (the "Approved Projects") as those for which WM will provide Reimbursement Funds. The parties may eliminate, modify or add to the Approved Projects upon mutual written agreement; provided, however, FRD's total payment obligation for Approved Projects shall not exceed \$116,141. The COUNTY will have absolute control over every aspect of the Approved Projects, so long as they do not conflict with FRD's performance under the Contract, and FRD shall have no liability the Approved Projects' design, construction or otherwise. With regard to each Approved Project, (i) FRD's maximum payment obligation is the FRD Contribution identified below, unless agreed in writing by the parties, and (ii) COUNTY will submit to FRD monthly billings for payment, with documentation evidencing progress of the work for which payment is requested, as detailed in EXHIBIT A. Upon receipt of an application for payment, FRD shall pay the COUNTY within thirty (30) days.
- D. **Billing and Payments Schedule.** FRD agrees to submit all payments to the COUNTY by the end of calendar year 2012. The COUNTY will invoice FRD and the payments will be on a monthly basis as follows:

For July 2012:	\$20,000.00
For August 2012:	\$20,000.00
For September 2012:	\$20,000.00
For October 2012:	\$20,000.00
For November 2012:	\$20,000.00
For December 2012:	\$16,141.00, for a total of \$116,141.00.

No invoice may be submitted until this MOU is fully executed by both parties.

A direct cost incurred by FRD (e.g., tire amnesty event), as approved by the County, will be reflected as a credit in an appropriate invoice.

- E. Term. This MOU is effective immediately upon execution of this MOU by both parties below and shall expire upon FRD's payment of the Overpayment Amount.
- F. Liability and Indemnification. Except as expressly stated herein, nothing in this MOU is intended to affect or revise any provision that exists in the Contract.
- G. Amendment. This MOU may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this MOU shall be valid or binding upon either party unless made in writing and duly executed by both parties.
- H. Choice of Law. The laws of the State of California shall govern this MOU.
- I. Interpretation. This MOU is the result of the joint efforts of both parties and their attorneys. The MOU and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
- J. Integration. This MOU constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
- K. Severability. The invalidity of any provision of this MOU, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- L. Headings. The headings and captions contained in this MOU are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this MOU.
- M. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- N. Contract Execution. Each individual executing this MOU on behalf of the COUNTY and FRD represents that he or she is fully authorized to execute and deliver this MOU.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

FOR PLUMAS COUNTY

By: _____ Date: _____

Robert Meacher
Chair, Board of Supervisors

FOR FEATHER RIVER DISPOSAL, INC.

By: _____ Date: _____

Lawrence J. Galek
Vice President and Assistant Treasurer

By: _____ Date: _____

Alejandro Oseguera
Area Vice President

EXHIBIT A

TO

MOU BETWEEN PLUMAS COUNTY AND FEATHER RIVER DISPOSAL, INC.

PERTAINING TO

DISPOSITION OF OVERRAUNINGS OF THE CALENDAR YEAR 2010 RATE OF RETURN

Notes:

1. The purpose of this chart is to better define the scope of work of the Projects and Events that are the subject of this MOU. The chart identifies cost responsibilities of both parties to the MOU.
2. The costs that are the responsibility of FRD are emboldened and italicized below for the following projects or events, thus:

Priority 1 – Phase I	(Reimbursement Funds)
Priority 1 – Phase II	(Reimbursement Funds)
Priority 2 – Phase I	(Reimbursement Funds)
Priority 2 – Phase II	(Reimbursement Funds)
Priority 3 – Phase I	(Reimbursement Funds)
Priority 4	(Additional Services)

Priority 2 – Phase II
Priority 3 – Phase II
Priority 5
Priority 6
Priority 7
3. The costs that are not the responsibility of FRD are not italicized below for the following projects or events, thus:

Priority 1 – Phase I	(Purchase Compactor and Share in Construction Cost)
Priority 2 – Phase I	(Purchase Compactor)
Priority 3 – Phase I	(Design and Permitting)

Priority 1 – Phase I
Priority 2 – Phase I
Priority 3 – Phase I

Priority	Location or Event	Additional Project or Event Description	Estimated Cost	Estimated Time of Completion
1.	Chester Transfer Station	<p>Design of Enhancements for Users: Phase I. The existing recycling service area will be relocated to the area near the southeast corner of the existing transfer station building. An area will be excavated such that a compactor bin can be placed so that its top will be located 2 to 3 feet (ADA compliant) above the adjacent recycling service area, will enable users to safely dispose of recyclables. Users will toss their commingled recyclables (including cardboard), downward, into the top of the bin, without use of stairs. Concrete retaining walls need to be designed. Electrical power is presently on site, but will need to be extended to the compactor unit. This option will enable FRD to remove the existing bins and replace them with a single compactor-bin.</p> <p>Construction of Enhancements for Users: Phase II. Excavation and grading will be performed. Retaining walls will be constructed. The area under the compactor will be graded and paved. The recycling service area will be graded and paved.</p>	\$10,000 \$25,000-FRD \$35,000-FRD \$25,000-SW	9-15-2012 10-15-2012 10-31-2012 10-31-2012
2.	East Quincy Recycling Center	<p>Design of Enhancements for Users: Phase I. An elevated drive-thru area will be designed between the ballfield and the recycle bin area. All recycling users will drive in from Abernethy Lane and exit the site on to South Redberg Avenue. The elevated driveway will contain an unloading area to enable users to safely dispose of recyclables. The recycling service area will be designed such that a compactor bin can be placed so that its top will be located 2 to 3 feet (ADA compliant) above the adjacent recycling service area. This configuration will enable users to safely dispose of recyclables by tossing their commingled recyclables (including cardboard) downward, into the top of the bin, without use of stairs. Concrete retaining walls need to be designed. Electrical power is on site, but will need to be extended to the compactor unit. This option will enable FRD to replace existing bins with a single compactor-bin.</p> <p>Construction of Enhancements for Users: Phase II. A new elevated travelway will be constructed, including paving, will be constructed. Retaining walls will be constructed. The area under the compactor will be graded and paved. The existing travel lane (between the TOMRA facility and the gated access/egress at South Redberg Avenue) will <u>not</u> be paved as part of this project.</p>	\$10,000 \$25,000-FRD \$65,000-SW	9-15-2012 10-15-2012 Yet to be Determined

Priority	Location or Event	Additional Project or Event Description	Estimated Cost	Estimated Time of Completion
3.	Chester Transfer Station	Restroom Facility/Septic System: Phase I. The system needs to be designed. Public Works will select a designer through an RFP process. Public Works would acquire necessary field topo data. A permit is necessary from Plumas County Environment Health.	\$7,641	12-31-2012
4.	East Quincy Transfer Station	Restroom Facility/Septic System: Phase II. Construction. Tire Amnesty Event in Fall 2012	\$80,000	
5.	Chester and East Quincy Transfer Stations	Initiate a Sinking Fund for Future Replacement of Transfer Station Floors.	\$3,500	10-31-2012
6.	Greenville Transfer Station	Underground Electric Power (requires a Special Use Permit from the Plumas National Forest). Investigation is first needed to determine life cycle benefit of project versus continuation of providing existing power, using a generator.	\$10,000	
7.	Chester, Greenville and East Quincy Transfer Stations	3 rd Bulky Waste Event	\$7,500	
				Total of Above Italicized Amounts = \$ 116,141 Total of Entire Column = \$ 278,641 Difference = \$ 162,500

Note 1: The Estimated Time of Completion is a goal for the Plumas County Department of Public Works.

Note 2: The \$162,500 amount shown above is the future cost responsibility of the County.

To: Plumas County Board of Supervisors

From: John Shower, IVRPD Fund Raising Chairperson

Date: July 31, 2012

Re: IVRPD Community Center Note Modification Agreement

IVRPD proposes an amendment to the agreement between them and the County of Plumas with the regard to monies owed for building plan permit fees on our community center. The original fee of approximately \$10k is now about \$7K with an agreement to pay \$50/month for a period of time (3 years), with the remainder due at that time. We propose a one-time payment of \$3.5K to satisfy this debt.

We are currently doing a fund raising project that is likely to produce the monies needed to pay the amount proposed.

As you know, we are an unfunded district that relies on grants, fees charged for use of facilities and fund raising events. Most grant applications require that the grantee be unencumbered for eligibility, thus this indebtedness makes financial solvency much more difficult. We request that you allow this one time cash settlement to satisfy the debt.



4B1

Plumas-Sierra Counties

Department of Agriculture



Keith Mahan
Agricultural Commissioner
Sealer of Weights & Measures
keithmahan@countyofplumas.com

Agriculture Commissioner Sealer of Weights and Measures

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

August 7, 2012

TO: Honorable Board of Supervisors

FROM: Keith Mahan, Agricultural Commissioner/
Sealer of Weights & Measures

SUBJECT: CalTans Agreement #02A1206

I am requesting the Board approve and authorize the Chair to sign CalTrans Agreement #02A1206. It is an agreement between Plumas County Dept. of Agriculture and California Dept. of Transportation to provide labor, material, Personal Protective Equipment, and transportation necessary to control noxious weeds along State highways in Plumas County. The agreement is in the amount of \$39,000 which begins August 1, 2012 and will continue until June 30, 2015. The agreement has been reviewed and approved as to form by Deputy County Counsel.



Keith Mahan
Agricultural Commissioner
Sealer of Weights & Measures
keithmahan@countyofplumas.com

Plumas-Sierra Counties Department of Agriculture

Agriculture Commissioner Sealer of Weights and Measures



4B2
208 Fairgrounds Road
Quincy, CA 95971
Phone: (530) 283-6365
Fax: (530) 283-4210

July 20, 2012

To: Honorable Board of Supervisors

From: Keith Mahan, Agricultural Commissioner/
Sealer of Weights & Measures

Subject: Yellow Star Thistle Contract #12-0349-SF

I am requesting the Board approve and authorize the Char to sign USFS/CDFA contract #12-0349-SF. It is a contract between Plumas County Dept. of Agriculture and CDFA/USFS to stop the spread of noxious weeds, including yellow starthistle (YST), from infested county roadsides and private lands into the adjacent un-infested private and public lands and also prevent the movement of this invasive species into the eastern part of the county.

Since 1998 the Plumas/Sierra Management Group has been working on mapping, controlling, containing and eradicating yellow starthistle within the two counties. This group is composed of both active and supporting members. The contract has been reviewed and approved as to form by Deputy County Counsel.



PLUMAS COUNTY BUILDING DEPARTMENT

555 Main Street
Quincy, CA 95971
www.plumascounty.us

voice (530) 283-7011
24/7 inspection request (530) 283-6001
fax (530) 283-6134

4c

July 17, 2012

TO: The Honorable Board of Supervisors
FROM: John Cunningham, Building Official
SUBJECT: Agenda item for August 7, 2012; RE: Increase allowable earned comp time.

RECOMMENDATION

Approve the request to increase the maximum number of comp time hours earned from 130 to 240 for Plans Examiners, Dave Barnett and Randy Hicks, and Building Inspector, John Lorenzo.

BACKGROUND

Due to a retirement and medical leave, the Building Department currently has no Building Inspectors. The two Plans Examiners on staff are performing all building inspections. With this increased workload, one of the Plans Examiners is close to reaching the current approved balance of 130.

I met with Human Resources Director, Gayla Trumbo, the union representative, and Barbara Palmerton about this situation and all agreed there is no other option but to increase the maximum number of allowable comp time hours for the Plans Examiners and Building Inspector.

BOARD OF SUPERVISORS

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



August 07, 2012

California Department of Transportation (Caltrans)
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

RE: Caltrans Encroachment Permit Request
Plumas County Fair Parade
State Route 70 in Quincy, CA
August 13, 2012

Dear Sir:

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Robert Meacher, Chair
Board of Supervisors

Cc: Plumas County Director of Public Works
John Kolb, Quincy Chamber of Commerce

BOARD OF SUPERVISORS

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

4D8



July 24, 2012

California Department of Transportation (Caltrans)
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

RE: Caltrans Encroachment Permit Request
Plumas-Sierra Rural Electric Cooperative
Annual Meeting at 73233 State Route 70
September 8, 2012

Dear Sir:

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Robert Meacher, Chair
Board of Supervisors

Cc: Plumas County Director of Public Works
Jason Harston, Engg Manager, PSREC



Office of the Sheriff

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

4E

GREGORY J. HAGWOOD
SHERIFF/CORONER

DATE: **July 23, 2012**

TO: **Honorable Board of Supervisors**

FROM: **Sheriff Gregory Hagwood**

RE: **Agenda Item for the meeting of August 7, 2012**

Recommended Action:

Approve and sign the attached resolution authorizing the Sheriff to apply for and manage the 2012 State Homeland Security Grant through the California Emergency Management Agency.

Background and Discussion:

Your board has previously approved grants, starting in 2001, through the State Office of Emergency Services/State Office of Homeland Security and now the California Emergency Management Agency (CalEMA). All of the available funding for these grants was made available by the federal Office of Homeland Security and are sub-granted by the State.

Plumas County is currently eligible for \$65,217 that must be allocated to Homeland Security issues.

The attached grant application is a work in progress but outlines the current needs this funding will be used for. CalEMA requires the application be sent to them by August 17, 2012. The grant requires a specific Board of Supervisor resolution be included as part of the complete application process and to secure the funding for Plumas County. Once the grant is finalized, the Sheriff will return to the Board with the grant approval and necessary supplemental budgets.



Plumas County Office of Emergency Services

270 County Hospital Road #127
Quincy, California 95971

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

4F

Date: July 27, 2012

To: Honorable Board of Supervisors

From: Jerry Sipe

Agenda: Consent Agenda Item for August 7, 2012

Item Description/Recommendation: Approve a Resolution authorizing submittal of the annual FY12 Emergency Management Performance Grant application and authorize the Director of Emergency Services to sign various assurances as the Board's designee.

Background Information: As the Board is aware, the California Emergency Management Agency (Cal EMA) administers the Emergency Management Performance Grant (EMPG) program. Funded by the federal Department of Homeland Security, this funding supports local efforts to plan for, respond to and recover from disasters and declared emergencies. For fiscal year 2012-13, Plumas County is eligible for approximately \$129,000. This funding supports the Office of Emergency Services as well as preparedness activities and staffing in the Sheriff's Department and Public Health. The grant requires a local match, but this is covered with in-kind contributions made through volunteer organizations, local fire departments, and other emergency response partners.

At this time the Board is asked to approve a Resolution authorizing submittal the FY 12 EMPG application to Cal EMA and authorize the Director of Emergency Services to sign various assurances as the Board's designee. A copy of the Resolution is attached. If you have any questions, please contact me at 283-6367.

Thank you.

Cc: Greg Hagwood, Sheriff
Mimi Hall, Public Health

Resolution Number _____

**FY 12 EMERGENCY MANAGEMENT PERFORMANCE GRANT
GOVERNING BODY RESOLUTION**

BE IT RESOLVED by the Plumas County Board of Supervisors that the Director of the Emergency Services is hereby authorized to execute for and on behalf of the County of Plumas, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Department of Homeland Security and sub-granted through the State of California.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on August 7, 2012 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Board of Supervisors County of Plumas

Attest:

Clerk of the Board of Supervisors
County of Plumas

PLUMAS COUNTY MENTAL HEALTH SERVICES

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



461

Patricia Leslie, MS Interim Director

DATE: JULY 30, 2012

TO: The Honorable Board of Supervisors

FROM: Patricia Leslie, Interim Director Mental Health

SUBJECT: Agenda item for Board of Supervisors for August 7, 2012, consent agenda

RE: Approve a resolution to ratify the State Agreement designating the Plumas County Mental Health Department as the county's Mental Health Plan for FY 12/13, and appoint the Director of Mental Health Services as the Authorized Official to sign and implement said contract.

It is recommended that the Board : To approve, with a resolution, the contract between the State of California Departments of Mental Health and Health Care Services and the Plumas County Mental Health Department to confer the designation as the county's Mental Health Plan for the term of April 1, 2012 through December 31, 2012, and appoint the Director of Plumas County Mental Health as their Authorized Official and to sign said contract, subject to approval by County Counsel.

Background and Discussion:

The Plumas County Board of Supervisors historically approves the renewal Standard Agreements with the State of California, for provision of specialty mental health services to Medi-Cal beneficiaries of Plumas County within the scope of services defined in the contract. Renewing the Standard Agreement for the Plumas County Mental Health Department to be the county's provider is necessary to assure the continuation of Medi Cal funding to Plumas County, and to provide necessary services for individuals with a mental illness and emotional disorders. The Mental Health Department attains significant funding by providing and billing for mental health services covered by Medi Cal. The process is a mandated requirement of the State managed care system. This Standard Agreement consists of 107 pages, this document is on file with the County Clerk of the Board of Supervisors.

Budget Impact:

This action is necessary to prevent the loss of significant State funds, maximum amount of \$2,048,266.00, that are directly used to provide mental health services to the most disabled individuals currently served by the Department.

Patricia Leslie, Interim Director, is requesting that the Honorable Board of Supervisors appoint the Director as Authorizing Official, and approve the resolution and for the Director to sign the Standard Agreement.

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RESOLUTION NO. 12-

**RESOLUTION DESIGNATING THE DEPARTMENT OF MENTAL
HEALTH AS THE COUNTY'S MENTAL HEALTH PLAN, AND THE
DIRECTOR OF MENTAL HEALTH AS THE AUTHORIZER FOR MEDI
CAL MENTAL HEALTH SERVICES**

WHEREAS, Plumas County wants to assure the continuation of Medi Cal funding to provide necessary services for individuals with a mental illness and emotional disorders;

WHEREAS, renewing the Standard Agreement to be the county's provider is necessary to assure continued Medi Cal funding;

WHEREAS, an authorized official (AO) must be established to complete a Medi Cal application and to administer the program;

NOW, THEREFORE, BE IT RESOLVED THAT: the Board of Supervisors of the County of Plumas, State of California, hereby approves the State of California FY 2012-13 Agreement #11-73033-000 designating the Plumas County Mental Health Department as the county's Mental Health Plan, and authorize the Director of Mental Health Services to sign said Agreement, subject to approval by County Counsel.

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 7th Day of August 2012, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chairperson, Board of Supervisors

ATTEST:

By: _____
Nancy L. DaForno
Clerk of the Board

PLUMAS COUNTY MENTAL HEALTH SERVICES

270 County Hospital Road #109 Quincy, CA 95971
6045

(530) 283-6307 FAX (530) 283-



462

Patricia Leslie, Interim Director

DATE: July 26, 2012

TO: The Honorable Board of Supervisors

FROM: Patricia Leslie, Interim Director of Plumas County Mental Health

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF August 7, 2012

A handwritten signature in black ink, appearing to read "Patricia Leslie".

It is recommended that the Board: Approve the disposal of two county vehicles.

Background and Discussion:

The vehicle is a 1998 Chevy Blazer, VIN# 1GNDT13W5XKM, fixed asset item#1077 in department 70575. The vehicle was used to transport consumers to activities. The mileage is 159,735, license plate #1016880. The vehicle is in poor condition and the current Kelley Blue Book Value for fair condition is \$2,033. It does not have a safe and functioning door. It is estimated that the cost to recondition the vehicle is \$2,000. Therefore, approval to dispose of this vehicle is requested.

The vehicle is a 1989 Chevy Blazer, VIN 1GNCT18Z8L8126097, fixed asset item #932 in department 70570. The vehicle was used to transport consumers to activities. The mileage is 177,733. The vehicle is in poor condition and the current Kelley Blue Book Value is not reported. A comparable vehicle value in fair condition is \$380. It does not have a safe lockable hood. It is estimated that the cost to recondition the vehicle would exceed the Blue Book Value. Therefore, approval to dispose of this vehicle is requested.

Patricia Leslie, Interim Director of Mental Health is requesting that the Board of Supervisors approve the disposal of these fixed assets.



4H

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: July 16, 2012

To: Honorable Board of Supervisors

From: Mimi Hall

Agenda: Consent Agenda Item for August 7, 2012

Item Description/Recommendation: Approve Agreement #MAA1113MARIN between County of Plumas and County of Marin Department of Health and Human Services, for Medi-Cal Administrative Claiming and/or Targeted Case Management, ratify services previously performed, and authorize the Director of Public Health to sign as Board designee.

History/Background: As the Board may recall, the Medi-Cal Administrative Claiming and Targeted Case Management Program allows counties, through a system of time studies and cost reports to enhance existing activities performed by specific staff relating to administration and case management 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.

A Local Government Agency Consortium currently exists to provide technical assistance and support to participating Agencies. County of Marin Department of Health and Human Services as "Host Entity" for the Consortium provides services to interface with the State of California, and to support work performed by the state liaison on behalf of Plumas County. The Agreement between Plumas County and County of Marin Department of Health and Human Services, as the Host entity, is required for Plumas County Public Health Agency to participate in the Consortium. This Agreement is in effect from July 1, 2011 through June 30, 2013.

This Agreement was 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.

Thank you.