

BOARD OF SUPERVISORS

Terrell Swofford, Chair 1st District
Kevin Goss, 2nd District
Sharon Thrall, 3rd District
Lori Simpson, 4th District
Jon Kennedy, Vice Chair 5th District

**AGENDA FOR REGULAR MEETING OF MAY 07, 2013 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

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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**

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

Convene as the Flood Control & Water Conservation District Governing Board

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

1. **FLOOD CONTROL & WATER CONSERVATION DISTRICT** – Randy Wilson/Robert Perreault
 - A. Approve and authorize the Chair to execute amendment to current contract with Leah Wills, Professional Consultant of \$14,495 for issues related to water use, conservation, and planning for Plumas County. Approved as to form by County Counsel
 - B. Report on the status of the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff

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

2. RANDY PEW, MEMBER OF THE PUBLIC

Presentation by Randy Pew of Z-Cord business opportunity

3. DEPARTMENTAL MATTERS

A. HUMAN RESOURCES – Gayla Trumbo

- 1) Adopt **RESOLUTION** to Resolve Impasse in Meeting and Conferring with Representatives of the Sheriff's Department Unit and the Sheriff's Mid-Management Unit, and to adopt Terms and Conditions of Employment for the Year Beginning June 02, 2013. **Roll call vote**
- 2) Adopt **RESOLUTION** for Employer Paid Member Contributions (EPMC) for Sheriff's Department Unit and the Sheriff's Mid-Management Unit. **Roll call vote**

B. **PLANNING** – Randy Wilson

- 1) Continued **PUBLIC HEARING**: Adopt **RESOLUTION** to approve a Fee Schedule and Forms for Providing Geographic Information System (GIS) Services for Map Creation, Data Dissemination, Analyses, Reports, and other such Materials Produces in Response to Such Requests. **Roll call vote**
- 2) Approve and authorize the Chair to execute amendment to current contract with Leah Wills, Professional Consultant of \$21,904 for issues related to water use, conservation, and planning for Plumas County. Approved as to form by County Counsel

C. **PUBLIC WORKS** – Robert Perreault

Authorize the Director of Public Works to assign an employee of the Engineering Department to work a 4-10 hour work schedule during the 2013 calendar year

D. **SOCIAL SERVICES** – Elliott Smart

- 1) Authorize the Department of Social Services to fill vacant Benefit Assistance Counselor I/II position; vacant Social Worker I/II position; and vacant Office Assistant III position. All position are allocated and funded
- 2) Authorize the Department of Social Services to fill vacant and funded Principal Staff Services Analyst position as soon as administratively possible

E. **MENTAL HEALTH** – Kimball Pier

- 1) Authorize the Department of Mental Health to fill vacant, funded, 1.0 FTE Fiscal & Technical Services Assistant I/II position
- 2) Authorize the Department of Mental Health to fill vacant, funded 1.0 FTE Mental Health Therapist I/II position

F. **SHERIFF** – Greg Hagwood

Approve supplemental budget of \$9,999 for receipt of revenue from the California Highway Patrol for *Every 15 Minute Program* to be held at Quincy High School

G. **BUILDING** – John Cunningham

Authorize staff to initiate "Request for Proposals" to abate public nuisance conditions on a privately owned parcel in Chilcoat. Discussion, possible action and/or direction to staff

H. **PROBATION** – Lori Beatley

- 1) Approve budget transfer of \$6,498 within salaries and benefits (Department 20400) to cover administrative staff shortage
- 2) Approve budget transfer of \$662 from Software License account to salaries and benefits (Department 20415) to cover wages for interim Girls Circle Program Facilitator

4. **BOARD OF SUPERVISORS**

A. Correspondence

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

C. Appointments

HEALTH INSURANCE ADVISORY COMMITTEE

Appoint Mimi Hall and Roberta Allen (Department Heads named by Management Council); Ernest Eaton (Retired County Employee); Liz Cortez (Confidential Unit) and Mike Grant (Sheriff's Association); Jim Boland (Representative from Government Agency)

AREA BOARD 2 DEVELOPMENTAL DISABILITIES

Appoint Cindy Harrell to the Area Board 2 Board of Directors replacing Deborah Andersen as recommended

GREENHORN COMMUNITY SERVICES DISTRICT

Appoint Jeffery Watson to the Greenhorn Community Services District Board of Directors, replacing David Schmid, to form a quorum necessary to conduct business

5. 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. BOARD OF SUPERVISORS

- 1) Approve request of Chester High School to waive \$135 rental fee for use of Chester Memorial Hall for 2013 Sober Grad Night to be held on June 14th
- 2) Approve and authorize the Chair to execute letter to the Department of Transportation for encroachment permit (34th Annual Chester Classic Fun Run to be held July 04, 2013)
- 3) Approve and authorize the Chair to execute letter to the Department of Transportation for encroachment permit (Community MultiSport Events – Tri Graeagle, August 31-September 1, 2013)
- 4) Approve and authorize the Chair to execute letter to the Department of Transportation for encroachment permit (5th Summerfest Fund Raiser, June 30, 2013 – White Sulphur Springs Ranch)
- 5) Approve and authorize the Chair to execute letter to the Department of Transportation for encroachment permit (“Patriot 16” Bike Ride – Fourth of July Activities, Graeagle)

B. CLERK OF THE BOARD

Approve Board minutes for April 2013

C. SHERIFF

Approve and authorize the Chair to execute annual amendment to the Cooperative Law Enforcement Agreement between Plumas County and the U.S. Department of Agriculture for FY 2013 Controlled Substance Annual Operating and Financial Plan of \$15,000. Approved as to form by County Counsel

D. SOCIAL SERVICES

Approve and authorize the Director of Social Services and the Director of Mental Health to sign interagency memorandum of understanding between the Office of Public Guardian and the Department of Mental Health governing the administration and payment for conservatorship services provided on behalf of Lanterman-Petris Short conservatees; and authorize Social Services and Mental Health Directors to execute extension of the agreement following the end of the current term subject to an agreement of terms and compensation. Approved as to form by County Counsel

E. FACILITY SERVICES/AIRPORTS

- 1) Authorize and execute 30 day lease termination notice to Crescent Community Club of Crescent Mills (Lessor) with respect to a certain property (Crescent Mills School Building and Park used by Mountain Valley Child Development), County of Plumas to be relinquished of all possessory and other rights and obligations under the lease. Approved as to form by County Counsel
- 2) Authorize the Chair to execute Site Access Agreement with Quincy Community Services District for permission to enter their property and remove trees marked as air navigation hazards by the FAA. Approved as to form by County Counsel
- 3) Approve and authorize the Chair to execute first amendment to the Reinard W. Brandley Consultant Services Agreement (Beckwourth-Nervino Airport) due to additional engineering work performed and not to exceed \$42,239. Approved as to form by County Counsel
- 4) Approve and authorize the Chair to execute Services Agreement between Plumas County and Hat Creek Construction and Materials, Inc. for project at Rogers Field, Chester (rehabilitate airfield pavement joints and remark airfield pavement markings). Approved as to form by County Counsel

F. PUBLIC WORKS

Adopt **RESOLUTION** to accept a portion of Right-of-Way along State Highway 70 adjacent to the County's Rocky Point Pit

G. MENTAL HEALTH

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 Medi-Cal Mental Health Services

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, May 14, 2013, Board of Supervisors Room 308, Courthouse, Quincy, California.

2013 "The Year of the Child"



1A

PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

AGENDA REQUEST

for the April 16, 2013 meeting of the FC&WC District Governing Board

To: Honorable Governing Board

From: Randy Wilson, Co-Manager – Planning *RW*

Subject: Amendments to Current contracts with Leah Wills, Professional Consultant for Water Related Issues for Plumas County.

Background

Leah Wills provides professional services to both County of Plumas and the Plumas County Flood Control and Conservation District. These contract amendments are to move money between the existing two contracts with Leah Wills for professional services for Plumas County for the fiscal year 2012-2013. The total funds budgeted and originally contracted for with Leah Wills are \$36,399. The original contracts have these funds split between Plumas County and the Plumas County Flood Control and Conservation District are \$29,029 for Plumas County and \$7,370 for the Plumas County Flood Control and Conservation District. Leah has used most of the funds in the Plumas County Flood Control and Conservation District contract.

The purpose of these contract amendments is to reallocate funds between the two contracts and to add an amendment to the scope of services to both contracts.

The scope of services change is to add, "Other duties as assigned related to water use, conservation, and planning."

The amended contract amounts, with no changes to the overall budgeted amount of \$36,399 are as follows:

Plumas County-\$21,904

Plumas County Flood Control and Conservation District-\$14,495

3A1

Plumas County, California

RESOLUTION NO. _____

A RESOLUTION TO RESOLVE IMPASSE IN MEETING AND CONFERRING WITH REPRESENTATIVES OF THE SHERIFF'S DEPARTMENT UNIT AND THE SHERIFF'S MID-MANAGEMENT UNIT, AND TO ADOPT TERMS AND CONDITIONS OF EMPLOYMENT FOR THE YEAR BEGINNING JUNE 2, 2013.

WHEREAS, the Plumas County Board of Supervisors finds:

A. The County of Plumas (the "County"), through its designated representatives, has met and conferred with representatives of the County's Exclusive Representative Sheriff Employees Association (the "Association"), for the Sheriff's Department Unit and the Sheriff's Mid-Management Unit more than nineteen (19) times, in a good faith attempt to reach agreement on successor memoranda of understanding to the memoranda of understand that expired April 30, 2009; and,

B. The County's representatives made many changes from County's initial bargaining positions intended to achieve a final negotiated agreement between the parties; and,

C. The parties declared impasse on November 8, 2012, and requested the assistance of a mediator from the California State Mediation and Conciliation Service; and,

D. The County, through its representatives, participated in good faith in the mediation process with California State Mediator, Annie Song-Hill, meeting in all-day sessions on January 15, 2013, and on February 27, 2013, in addition to exchanging proposals by e-mail and telephone through the auspices of the mediator, in an unsuccessful attempt to reach agreement for a successor memorandum of understanding; and,

E. The County's representatives made further concessions from the last, best, and final offer as of November 8, 2012, in mediated settlement proposals on January 15, 2013, and February 27, 2013, that were rejected by the Association's bargaining team; and,

G. The parties failed to resolve the dispute through mediation within forty-five (45) calendar days after the appointment or selection of the mediator on November 30, 2012; and,

H. The parties have not mutually agreed to proceed to fact-finding under Rule 23.18; and,

I. The Association did not unilaterally request fact-finding within forty-five (45) calendar days after the appointment or selection of the

mediator as provided by Government Code section 3505.4, subdivision (d), or PERB Regulation 32802; and

J. On May 1, 2013, the County supplied to the Association a copy of the proposed Terms and Conditions of Employment for employees represented by Plumas County Sheriff's Association covering the year beginning June 2, 2013, or until replaced by a negotiated agreement or superseded by future Board action; and,

K. On May 1, 2013, the County supplied to the Association a draft copy of this Resolution and offered to meet and confer on its contents; and,

L. The County's Employer-Employee Relations Policy, County Personnel Rule 23, Section 23.19 provides that if the parties do not resolve the impasse through mediation or do not agree to fact-finding, the Board of Supervisors shall take such action regarding the impasse as in its discretion deems appropriate and in the public interest.

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

1. This Resolution resolves the impasse in meeting and conferring, under authority of state and local law, by hereby adopting the attached "Terms and Conditions of Employment" for represented employees of the County of Plumas in the Sheriff's Department Unit and the Sheriff's Mid-Management Unit for the year beginning June 2, 2013, and continuing until changed by agreement between the parties or subsequent action by the Board of Supervisors; and,

2. The Board hereby modifies or suspends those sections of the County's Personnel Rules which are inconsistent with by the Terms and Conditions of Employment.

The foregoing resolution was adopted on May 7, 2013, at a regular meeting of the Plumas County Board of Supervisors by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

TERMS AND CONDITIONS OF EMPLOYMENT

COUNTY OF PLUMAS

and the

PLUMAS COUNTY SHERIFF'S ASSOCIATION

SHERIFF'S DEPARTMENT UNIT & SHERIFF'S MID MANAGEMENT UNIT

(SDU, SMU)

June 2, 2013 – June 1, 2014

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PREAMBLE

In accordance with the provisions of Government Code section 3505 et seq., representatives of the County of Plumas (the "County") met and conferred with representatives of Plumas County Sheriffs Association (the "Association") on numerous occasions beginning *date, in a good faith attempt to reach agreement on successor memorandum of understanding to the memorandum of understand that expired April 30, 2009. The parties declared impasse on November 8, 2012, and requested the assistance of a mediator from the California State Mediation and Conciliation Service. The County, through its representatives, participated in good faith in the mediation process with California State Mediator, Annie Song-Hill, meeting in all-day sessions on January 15, 2013, and on February 27, 2013, in addition to exchanging proposals by e-mail and telephone through the auspices of the mediator, in an unsuccessful attempt to reach agreement for a successor memorandum of understanding. The parties failed to resolve the dispute through mediation within forty-five (45) calendar days after the appointment or selection of the mediator. The parties did not mutually agree to proceed to fact-finding under Rule 23.18. The Association did not unilaterally request fact-finding within forty-five (45) calendar days after the appointment or selection of the mediator as provided by Government Code section 3505.4, subdivision (d), or PERB Regulation 32802. The County's Employer-Employee Relations Policy, County Personnel Rule 23, section 23.19 provides that if the parties do not resolve the impasse through mediation or do not agree to fact-finding, the Board of Supervisors shall take such action regarding the impasse as in its discretion deems appropriate and in the public interest. Therefore, the Plumas County Board of Supervisors has adopted these Terms and Conditions of Employment for represented employees of the County of Plumas in the Sheriff's Department Unit and the Sheriff's Mid-Management Unit for the year beginning June 2, 2013, and continuing until changed by agreement between the parties or subsequent action by the Board of Supervisors.

GENERAL PROVISIONS

ARTICLE 1.01 PARTIES AFFECTED BY THESE TERMS AND CONDITIONS OF EMPLOYMENT; Terminology "Memorandum of Understanding," "MOU," "Agreement": These Terms and Conditions of Employment affect the County of Plumas, the Plumas County Sheriff's Association, and those employees of the County of Plumas who are represented by the Association occupying job classifications within the Sheriffs Department Unit & Mid Management. Since these Terms and Conditions of Employment are based on the previous memorandum of understanding between the County and the Association that expired April 30, 2009, as modified by the County's last, best and final offer, any reference in this document to "this Memorandum of Understand," "this Memorandum," or "this Agreement" shall be deemed a reference to this document.

- ARTICLE 1.02 SCOPE OF REPRESENTATION: The County will abide by the Meyers-Millias-Brown Act where and when it applies to the members of the Association. The scope of representation of the Association shall include all matters relating to employment conditions and employer-employee relations including, (but not limited to) wages, hours, and other terms and conditions of employment.
- ARTICLE 1.03 VALIDITY OF MEMORANDUM: Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof and they shall remain in full force and effect.
- ARTICLE 1.04 RATIFICATION: [Omitted.]
- ARTICLE 1.05 RECOGNITION: Plumas County Sheriff Association is hereby recognized as the employee organization for those employees who are represented by said Association occupying job classifications within the Sheriffs Department Unit as listed in Appendix A.
- ARTICLE 1.06 PAYROLL DEDUCTIONS: It is mutually agreed that the County will, during the term of this Memorandum, deduct moneys and remit to the Association as authorized by Employee Payroll Deduction, provided that there are no more than two different deductions.
- ARTICLE 1.07 EMERGENCY DEFINED: "Emergency" shall be defined as unforeseen circumstances requiring immediate actions; a sudden, unexpected happening, an unforeseen occurrence or condition.
- ARTICLE 1.08 NON-DISCRIMINATION: It is agreed that neither the Association nor the County shall discriminate against any employee because of race, national origin, age, sex, religion, disability, Association membership or any other characteristic protected by state or federal equal employment law.
- ARTICLE 1.09 PLUMAS COUNTY PERSONNEL RULES: Any reference to Personnel Rules in this Memorandum of Understanding specifically refers to the Plumas County Personnel Rules.

RESPECTIVE RIGHTS

- ARTICLE 2.01 **MANAGEMENT RIGHTS**: County retains, solely and exclusively, all

the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by District and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, layoff, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule work, working hours and shifts; to furlough employees for limited duration; to adopt rules of conduct; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions and determine the content and title of such classifications, to establish initial salaries of new classifications; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. This Article is not subject to the Grievance Procedure of this Agreement.

ARTICLE 2.02 ASSOCIATION REPRESENTATIVE'S VISITATION RIGHTS:

- (1) The County shall grant official representatives of the Association reasonable time to discuss any grievance or problem arising under the terms of this Memorandum with any represented employee. The Association may designate up to (3) three on duty employees as "official representatives" to be released from duty with out loss of pay to meet and confer with County representatives during negotiations. No such employee representative shall be eligible for overtime, call back, on call or travel pay for meeting and conferring with County representatives.

"Official representatives" shall be defined as those persons elected to the Association's Board of Directors and whose names have been recorded with the County Human Resource Director.

- (2) "Reasonable time" shall be defined as such length of time as may fairly, properly, and reasonably be allowed or required, having regard to the nature of the grievance, and to the

attending circumstances.

- (3) Association committee work shall not be conducted on County time.

ARTICLE 2.03 REPRESENTATIVE'S ASSOCIATION LEAVE: The County shall allow an aggregate total of one hundred-twenty (120) hours off per year for use by up to five (5) Association representatives to attend seminars or conferences. Association members may volunteer to donate either vacation or Compensatory Time Off (CTO) to cover the non-pay period of the representatives' leave.

GRIEVANCE PROCEDURE

ARTICLE 3.01 **GRIEVANCE PROCEDURE:**

- (1) A "Grievance" shall be defined as a claim between the County and the Association, or an employee or employees covered by this Memorandum. A grievance resolution, at any level, shall not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding, any County Ordinance or Resolution or any state or federal Law. Such claim must pertain to any of the following:

- a. Any matter relating to working conditions not specifically covered by this Memorandum.
- b. Any matter involving the interpretation of any provision, of this Memorandum,
- c. Any matter involving the violation of any provision or intent of this Memorandum,

- (2) There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE: An employee's grievance must be submitted to his first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event-giving rise to the grievance. The supervisor or management representative will give his answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate "step one".

STEP TWO: If the grievance is not settled in "step one", the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum alleged to have been violated, signed and dated by the employee and presented to the supervisor or his designee within seven (7) calendar days after termination of "step one". A meeting with the representative and supervisor or his designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the grievance is received by the supervisor or his designee. The supervisor or his designee may invite other members of management to be present at such meeting. The supervisor or his designee will give a written reply no later than seven (7) calendar days following the date of the meeting, and the giving of such reply will terminate "step two".

Should there be intermediate layers in the chain of command, Step 2 may be repeated for each layer of supervision in the chain of command before advancing to Step 3.

STEP THREE: If the grievance is not settled in "step two" the Association Representative and the Management Representative shall, within seven (7) calendar days after the termination of "step two", arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fourteen (14) calendar days from the date the grievance is referred to "step three". A decision shall be rendered within five (5) working days from the date such meeting.

- (3) Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.
- (4) If the County fails to respond to the grievant within the time period contained above, the grievance will be advanced to the next step in the procedure.
- (5) The decision of the Sheriff may be appealed to the designated hearing officer pursuant to Section 5.02.

DISCIPLINARY ACTION

ARTICLE 4.01 NOTICE OF INTENDED DISCIPLINARY ACTION: A permanent employee shall not be dismissed, demoted, or suspended without pay unless the appointing authority serves the employee with a "notice of intended disciplinary action" at least seven (7) calendar days before the action is taken.

Prior to service of the notice, the appointing authority shall notify the County Counsel of the intended discipline.

The notice shall be served personally while the employee is on duty. In case of unauthorized absence, the notice shall be served by certified mail/return receipt, but service shall be deemed completed (10) ten calendar days from the date of mailing.

The notice shall include:

- (1) The intended action and the date it will be taken;
- (2) Reasons for the action, and a concise factual description of the conduct warranting discipline.
- (3) Identification of the documents and other evidence on which the action is based, and attachment of copies of the documents.
- (4) Advisement of the right to a pre-discipline hearing and the right to file a written response.
- (5) Advisement of the right to representation by someone of the employee's own choosing (e.g., steward, friend, attorney, etc.).

ARTICLE 4.02 PRE-DISCIPLINE HEARING: Within seven (7) calendar days from the date of service of the notice of intended disciplinary action, an employee may request a pre-discipline hearing and/or may file a written response to the notice.

The appointing authority shall schedule a hearing within ten calendar days, unless mutually waived by both parties. The hearing shall be closed. The appointing authority shall conduct the hearing informally, and no official record or transcript shall be made, although the parties may make notes. The employee may be assisted by a representative, and may call witnesses. All participants shall be allowed time off with

pay to attend.

Within seven (7) calendar days from the conclusion of the hearing, the appointing authority shall serve the employee with a written notice of disciplinary action imposed, if any, and the grounds and evidence on which it is based. If discipline is imposed, the employee shall be notified of the right to appeal pursuant to Article 5. An appeal shall not stay imposition of the discipline

ARTICLE 4.03 ADMINISTRATIVE LEAVE: An appointing authority may suspend with pay an employee pending initiation and/or imposition of the disciplinary action and/or conclusion of any appeal. Suspension with pay shall be deemed administrative leave with no punitive consequence, and therefore it shall not be subject to appeal under Article 5.

ARTICLE 4.04 CAUSES FOR DISCIPLINARY ACTION: An employee may be disciplined for any good cause including the following, which are indicative rather than all-inclusive:

- (1) Absence without leave, or abuse of authorized leave.
- (2) Incompetence, neglect of duty, or inefficiency.
- (3) Insubordination, or violation of any lawful or reasonable order given by a supervisor or Sheriff.
- (4) Working under the influence of alcohol or drugs.
- (5) Intentional, material misrepresentation or concealment of any fact in connection with obtaining employment.
- (6) Misappropriation of county funds or property.
- (7) Dishonesty or theft.
- (8) Conviction of any criminal act involving moral turpitude.
- (9) Any violation of Personnel Rule 22.

ARTICLE 4.05 LETTERS OF REPRIMAND: When informal discussion and corrective action are ineffective in altering the unsatisfactory conduct or performance of any employee, the appointing authority shall deliver a formal letter of reprimand to the employee. The letter shall describe the problem in detail, make reference to relevant rules, policies and laws, demand correction of the problem, and indicate that more serious disciplinary action shall be imposed if the problem persists. Such letter will be withdrawn from the employee's official personnel file two (2) years from the date of issue provided there has not been an additional discipline imposed during the two (2) year period.

PERSONNEL ACTION APPEALS

ARTICLE 5.01 POLICY: The County hereby establishes a personnel action appeals procedure in order to have an impartial hearing on disputed personnel actions which have been appealed on the basis of the following rules: Personnel Rule 4.03 (discrimination); Personnel Rule 11.05 (medical examination); Personnel Rule 16.02 (disciplinary action); and Article 3.0 (grievance).

ARTICLE 5.02 REQUEST FOR APPEAL: When a person has a right to appeal under these rules, the person may submit to County Counsel a written request for appeal to the Board. The request for appeal must be submitted within ten (10) days of the date that the person received notification of the right to appeal the appointing authority's final decision.

Upon receiving a request for an appeal, the appointing authority, County Administrative Officer, Director of Human Resources and Risk Manager shall be notified by the County Counsel. The County Counsel shall schedule a hearing on the appeal at the earliest time that is mutually convenient for the interested parties (county and appellant), their representatives, if any, and the assigned hearing officer.

ARTICLE 5.03 HEARING OFFICER: The hearing officer shall be assigned by mutual agreement of the Association and County Counsel or from a list of five (5) names submitted by the State Mediation and Conciliation Service.

In order to resolve disputes in a more timely and efficient manner for both employees and the County, upon mutual agreement and on a case-by-case basis, the parties agree to use a mediator or an arbitrator from a list of local attorneys, Administrative Law Judges and professional arbitrators that are in the region. The parties shall mutually agree upon the definition of "region".

The hearing officers shall be considered on the basis of the following criteria:

- (1) Education, work experience, and community service;
- (2) Relative neutrality toward the points of view of labor and management;

- (3) Reputation for integrity and a sense of justice and fairness;
- (4) Availability and willingness to serve on the terms set forth in these rules.

In the event the Association and County are unable to mutually agree on the selection of the hearing officer, each party shall alternately strike names from the list until one remains to be assigned as the hearing officer. The party to strike the first name shall be selected by lot.

The cost of the hearing officer shall be shared equally between the County and Association, or the County and appellant if the Association is not representing the appellant.

ARTICLE 5.04 **CONDUCT OF THE HEARING:** The County Counsel shall be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the hearing officer of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the hearing officer. The hearing need not be conducted according to technical rules of evidence, but the hearing shall be expedited by the exclusion of irrelevant or repetitious matter.

The interested parties and their representatives shall have the right to introduce any relevant written or physical evidence, and to call and examine witnesses. The hearing officer may subpoena witnesses pursuant to section 1985 of the Code of Civil Procedure.

Oral testimony may be taken on oath or affirmation administered by the hearing officer. County employees called as witnesses shall serve without loss of pay in accordance with Article 9.07.

Unless there is a pre-agreement to share the cost of a record by the parties, an interested party may tape record the hearing or arrange at its own cost the services of a court reporter. Should a hearing officer require a record of the hearing; the parties shall share the cost equally. Any such record of the hearing shall become a record of the proceedings for purposes of any future judicial review. (Reference: Government Code Section 1094.6)

ARTICLE 5.05 **FINAL DECISION:** Within forty-five (45) days of the conclusion of the hearing, unless waived by the parties, the officer shall prepare the record of the hearing and shall submit a written decision of findings of

fact, rulings of law, and final disposition. Copies shall be sent to the interested parties.

The hearing officer's decision on the appeal shall be final and binding on all parties, and not subject to further administrative review.

SALARY AND RELATED

ARTICLE 6.01 SALARY:

No Salary change from the prior memorandum of understanding that expired April 30, 2009..

ARTICLE 6.02 SALARY ON POSITION RECLASSIFICATION: The salary of an employee whose position is reclassified shall be determined as follows:

- (1) If reclassified and allocated to a salary range equal to the previous range, the employee's anniversary date shall not change.
- (2) If reclassified and allocated to a salary range lower than the previous range, the employee's salary and anniversary date shall not change, but the position shall be Y-rated pursuant to Personnel Rule 2.68.
- (3) If reclassified and allocated to a salary range higher than the previous range, the employee shall remain at the same step, which the employee had prior to the reclassification. The anniversary date shall not change.

ARTICLE 6.03 SALARY POSITION REALLOCATION: When a position classification is reallocated to a different salary range, the salary of the employee whose position is affected shall be determined in accordance with Article 6.02.

ARTICLE 6.04 SALARY STEP AT HIRING: Unless provided otherwise by these rules, all newly hired employees shall be appointed at Step A. If an applicant possesses extraordinary qualifications, appointment at a step higher than A may occur pursuant to Personnel Rule 6.03.

ARTICLE 6.05 MERIT ADVANCEMENT BY SALARY STEP: Advancement through the salary steps A through E depends on satisfactory performance at the prior step for the equivalent of twelve (12) months of full-time compensated and continuous service before advancement to the next

higher step measured from the date of hire.

Satisfactory performance shall be evidence by an appointing authority's memorandum to the Director of Human Resources, and the memorandum shall be based on performance evaluations conducted pursuant to Article 7.0.

When merit advancement is denied to an employee, it shall be in writing with a copy to the employee and the employee's performance shall be reevaluated within forty-five (45) days and if performance is satisfactory, the employee may be advanced to the next step effective the first pay period following the date of the re-evaluation report. If the employee's performance is not satisfactory, in the re-evaluation, the employee shall not be eligible for a merit increase until their next anniversary date.

ARTICLE 6.06 **LONGEVITY ADVANCEMENT:** An employee's salary shall be increased five percent (5%) at the following times: upon completion of seven (7) , ten (10) , fourteen (14) , eighteen (18) and twenty-one (21) years of full-time continuous and compensated service, or the equivalent, measured from the date of hire and satisfactory performance report.

When longevity advancement is denied to an employee, the employee's performance shall be re-evaluated within forty-five (45) days and, if performance is satisfactory, the employee may be advanced to the next step, effective the first pay period following the date of the re-evaluation report; if not, the employee may be re-considered on their next anniversary date.

ARTICLE 6.07 **SALARY STEP ON PROMOTION:** When promoted to a position classification in a higher salary range, the employee shall be appointed at Step A or to such advanced step representing a five percent (5%) increase over present salary, whichever is greater. The anniversary date shall become the effective date of the promotional appointment.

ARTICLE 6.08 **SALARY PLAN:** Each position classification shall be allocated by Board of Supervisors resolution to a salary range in the County's salary plan. The plan shall represent a scale of compensation for full-time work exclusive of allowances, paid leave, overtime, or fringe benefits. The plan shall be adopted and amended as necessary by resolution of the Board.

Within each salary range shall be a series of steps from A through E. The base salary in the range shall be A, with advanced steps representing incremental increases of approximately five percent between steps.

ARTICLE 6.09 SALARY STEP ON DEMOTION: Upon demotion to a position classification in a lower salary range, the salary step and anniversary date of the employee shall not change.

ARTICLE 6.10 SALARY ON TRANSFER: When an employee is transferred, whether voluntarily or not, or within the department or not, and there is no change in salary range, the employee's salary step and anniversary date shall not change.

ARTICLE 6.11 WAGES FOR PART-TIME EMPLOYEES: Part-time permanent employees shall be paid for the hours worked at the hourly wage rate for the classification and step of the position they hold.

ARTICLE 6.12 EDUCATION PAY: Employees shall be paid educational pay at the following rate upon completion of the following programs:

- (1) For an Intermediate P.O.S.T. Certificate, three percent (3%) over base pay.
- (2) For an Advanced P.O.S.T. Certificate, five percent (5%) over base pay.

ARTICLE 6.13 PAY PERIOD: Employees shall be paid biweekly.

ARTICLE 6.14 PAY FOR WORKER IN HIGHER JOB CLASSIFICATION:
Any employee who is assigned duties of a higher job classification by the Sheriff or his designee shall be paid either the A step of the wage rate of the higher classification or five (5%) above the employee's current wage rate, which ever is the highest, for all time he performed such duties, provided however, such duties in the higher job classification constitute fifty percent (50%) of the employee's work time in a given pay period.

ARTICLE 6.15 SHIFT DIFFERENTIAL: The shift differential pay for employees in the classifications of Communications Worker and Correctional Officer will be (\$0.35) thirty-five cents per hour for the "swing shift" and (\$0.65) sixty-five cents per hour for the "graveyard shift".

ARTICLE 6.16 SPECIALTY PAY:

(1) Qualified employees in the classification of Deputy Sheriff, who, at the sole discretion of the Sheriff, are assigned the additional duties of a Field Training Officer shall receive additional pay in an amount equal to five percent (5%) of the employee's base pay while so assigned.

(2) Qualified employees in the classification of Correctional Officer, who, at the sole discretion of the Sheriff, are assigned the additional duties of Jail Training Officers shall receive additional pay in an amount equal to five percent (5%) of the employee's base pay while so assigned.

(3) Qualified employees in the classification of Sheriff Dispatcher, who, at the sole discretion of the Sheriff, are assigned the additional duties of a Dispatcher Training Officer, shall receive additional pay in an amount equal to five percent (5%) of the employee's base pay while so assigned.

(4) Employees identified by the Director of Human Resources that have been assigned duties involving regular use of bilingual skills, a stipend of thirty-five dollars (\$35.00) per month shall be provided. Bilingual pay differential shall cease when the position is determined by the Human Resource Director to no longer require the bilingual skills.

ARTICLE 6.17 CANINE HANDLERS: Employees assigned to a canine unit will receive one hundred dollars (\$100) per month for the general care, exercise, grooming, feeding, and veterinarian care of the dog.

The County reserves the right to discontinue the Canine Program at any time.

PERFORMANCE EVALUATION

ARTICLE 7.01 POLICY: Each appointing authority shall be responsible for effectively evaluating the performance and conduct of the department's employees. The frequency shall be at least once a year. An effective evaluation provides written documentation, in a regular and timely manner, on the quality of performance and employee developmental needs. Such documentation shall provide a basis for future personnel decisions.

ARTICLE 7.02 PERFORMANCE STANDARDS: Performance standards shall be established by each appointing authority according to the general needs of the department, and to the particular features of each position description. Employees shall be made aware of the prevailing standards. The standards shall include:

- (1) Required attendance at work, and authorized exceptions;
- (2) Proper use of county property;
- (3) Safety rules;
- (4) Standards for personal attire and grooming;
- (5) Standards related to Article 4.04 and Personnel Rule 22.

ARTICLE 7.03 EVALUATION: An evaluation shall distinguish between five levels of performance as to each performance standard, and as to overall performance, as follows:

- (1) "Outstanding" Performance consistently above the standard.
- (2) "Above Average" Performance occasionally above the standard.
- (3) "Satisfactory" Performance meets the standard.
- (4) "Below Average" Performance occasionally below the standard.
- (5) "Unsatisfactory" Performance consistently below the standard.

The calendar period covered by the evaluation shall be stated clearly. When an employee's performance is evaluated as other than "satisfactory," the appointing authority (or his or her designee) shall attach a written explanation of the reasons for finding a level of performance other than satisfactory. Further, evaluations of "below average" and "unsatisfactory" shall be accompanied by a written explanation of suggested corrective actions to be taken by the employee. At the employee's request, the appointing authority shall

discuss the evaluation with the employees.

Prior to placing the evaluation in the employee's personnel file, the appointing authority or his or her designee shall have the employee sign an acknowledgment of receipt of the evaluation. The employee may also submit written comments on the evaluation for placement in the personnel file.

ARTICLE 7.04 DISPUTED EVALUATION: When an employee disputes an evaluation, the employee may, within fifteen calendar days, file a grievance in accordance with the procedures in Article 3.0.

OVERTIME AND RELATED

ARTICLE 8.01 OVERTIME: Overtime shall be paid on the following basis:

- (1) Sheriff's Department employees, except FLSA-exempt employees, shall be paid one and one-half (1-1/2) times the number of hours worked in excess of their normal workweek.
- (2) A vacation day, paid holiday, or sick leave used, shall be counted in a regular workday or workweek for purposes of computing overtime.

ARTICLE 8.02 COMPENSATORY TIME OFF: Compensatory time off (CTO) shall be permitted in-lieu of overtime pay for overtime work as set forth below.

- (1) Each employee and the Sheriff shall keep records showing all compensatory time off earned and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time records cards maintained by the Auditor.
- (2) The CTO maximum accumulation for "sworn" personnel shall be one hundred and twenty (120) hours. The CTO maximum accumulation for "non-sworn" personnel shall be ninety (90) hours

When an employee is authorized to perform overtime work which would result in accrual of a net balance of compensatory time off in excess of the limits stated above, the employee shall be paid for that overtime work.

- (3) Compensatory time off shall be earned and used as authorized

by the Sheriff.

- (4) Upon termination from the classified service or county service, whichever occurs first, an employee shall be paid the value of unused compensatory time off. The value shall be based upon the hourly equivalent of the employee's salary at the date of termination.
- (5) The right of the employee to choose between compensatory time off or overtime as defined in Article 8.01 of this Memorandum shall be absolute, and the employee shall not be denied this discretionary right for any reason, whatsoever.

Employees with CTO time banks are permitted to cash out their CTO banks at the time they transfer to a new department with a different department head (for example, outside of the Sheriff's department).

ARTICLE 8.03 CALL-BACK AND STANDBY DUTY:

- (1) Strict Standby. An officer in the strict standby situation shall be required to remain at a defined location and shall be fully ready for immediate recall to duty. Time spent in the strict standby situation shall be compensated at the regular rate of pay.
- (2) Call-backs. If a superior officer or a dispatcher calls back any full-time employee after his or her normal working hours to perform work, the County shall pay the employee for all hours actually worked, but in no event shall the employee receive less than a minimum of two (2) hours' pay.

For the purpose of this section, responding by telephone is not considered as a call-back. However, the actual time of an official telephone response will be considered as overtime.

- (3) Standby Time. Standby time shall not be computed toward overtime.

ARTICLE 8.04 COURT STANDBY: If the District Attorney and the employee agree, a subpoenaed officer may be placed on court standby time while awaiting the court appearance, and shall receive one-half (1/2) the officer's rate of pay applicable to that time period; provided, however, the officer can be contacted and appear in court within two (2) hours of being contacted. While on court standby, the officer would be released to conduct personal business.

PAID LEAVE

ARTICLE 9.01 SICK LEAVE: Sick leave is a benefit for full-time probationary and full-time permanent employees. It shall be granted on the following terms:

- (1) An employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) working days per month of compensated service from date of hire.
- (2) An appointing authority shall approve sick leave only after ascertaining that the absence was caused by illness or accident, and a doctor's certificate may be required.
- (3) Uses of Sick Leave Upon Termination of Employment:

CASH VALUE					
Years of Service	Resignation	Layoff	Retirement	Death	Death in Line of Duty
10	35%	35%	35%	35%	100%
15	40%	40%	40%	40%	100%
20	50%	50%	50%	50%	100%

Table 1

10 YEARS OF SERVICE:

Upon death or retirement, or upon layoff or resignation from the classified service in good standing after ten (10) years of continuous service, an employee or said employee's estate shall be permitted to convert to cash his or her accrued, unused sick leave at the conversion rate of thirty-five percent (35%) of the employee's total accrued hours, at the employees base hourly rate of pay.

15 YEARS OF SERVICE:

Upon death or retirement, or upon layoff or resignation from the classified service in good standing after fifteen (15) years of continuous service, an employee or said employee's estate shall be permitted to convert to cash his or her accrued, unused sick leave at the conversion rate of forty percent (40%) of the employee's total accrued hours, at the employees base hourly rate of pay.

20 YEARS OF SERVICE

Upon death or retirement, or upon layoff or resignation from the classified service in good standing after twenty (20) years of continuous service, an employee or said employee's estate shall be permitted to convert to cash his or her accrued, unused sick leave at the conversion rate of fifty percent (50%) of the employee's total accrued hours, at the employees base hourly rate of pay.

(4) **DEATH IN THE LINE OF DUTY**

In the event an employee dies of a line-of-duty injury received during the actual and proper performance of County service relating to the alleged of actual commission of an unlawful act or directly resulting from a characteristic hazard of law enforcement duty through no fault of the employee, the employee's estate shall be paid one hundred percent (100%) of any accrued unused sick leave. After this payout the sick leave bank shall be exhausted and contain no more cash value to the employee's estate.

(5) **An employee may use all accumulated sick leave when eligible for disability retirement.**

(6) **LIMITATIONS TO SICK LEAVE USAGES AT RETIREMENT**

Employees who retire shall have the following sick leave benefit options:

- (a) Cashable values as outlined in Table 1 above, or
- (b) Sick leave conversion to prepaid health Insurance Option based on years of continuous service as stated in section 12.02, or
- (c) PERS Sick Leave Service Credit Employees who are in the Safety Risk Pool can convert up to one hundred percent (100%) of unused sick leave to retirement service credit with 0.004 year of service credit for each unused day (eight (8) hours in a work-day per Personnel Rule Definitions 2.66) of sick leave certified to CalPers Board by Plumas County Human Resources, pursuant to Labor Code 20965, or
- (d) Any combination of the options listed in (a), (b) and (c)

above, limited to that the employee is eligible, in the following order:

1. The employee must first specify the total number of hours of their sick leave to be to cash.
2. Any remaining sick leave hours after cash conversion per Table 1 can then be converted to pre-paid health insurance.
3. Lastly, any remaining sick leave hours after cash conversion and conversion to pre-paid health insurance can be applied to PERS Sick Leave Service Credit.

Following conversion of accrued, unused sick leave pursuant to this subsection, the converted sick leave shall no longer have any value under any provision of this section. For calculations regarding conversion of unused sick-leave contact Human Resources.

- (7) It is the understanding of the County and Association that this amendment to Section 9.01 is specifically intended to address the outcome of the 2007 arbitration award, rendered by arbitrator Richard Anthony, and to prevent any employee covered by this agreement from converting to cash any sick leave hours and then using the same sick leave hours used in that cash conversion for any other calculation of benefits under Section 9.01.

ARTICLE 9.02 VACATION: Paid vacation is exclusively a benefit for full-time probationary and full-time permanent employees. It shall be granted on the following terms and "days" shall refer to (8) eight-hour working days.

- (1) Accrual shall be computed from the date of hire:
- a. During the first and second year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.
 - b. During the third through seventh year of compensated and continuous service, an employee shall accrue fifteen (15) days of vacation.
 - c. During the eighth year of compensated and continuous service, and each year thereafter, an employee shall

accrue twenty-one (21) days of vacation per year

- (2) Accrued unused vacation leave shall be twice the current years rate of accrual. No vacation will be earned when the maximum vacation accrual is reached.

If an employee exceeding the accrual limit is prevented from taking a scheduled vacation due to being on 4850 leave the employee will continue to earn vacation over the maximum limit for the period of 4850 leave time up to one (1) year.

In the event an employee was prevented from taking a scheduled vacation due to County needs, which results in the employee exceeding the accrual limit, the employee will continue to earn vacation over the maximum limit for no longer than (6) six months by which time the employees vacation accrual balance must be at or below the maximum allowed accrual. The Sheriff and the employee will cooperate by making a reasonable attempt to use the excess time.

Should an employee and the Department be unable to reach agreement on a date(s) for vacation use by the employee, the employee will submit a written request for time off and offer three (3) alternative starting dates. A Department manager shall grant one of the three options or authorize payment for the employee's vacation that is over the cap on the next pay period. The Department must respond to the request for time off within ten (10) working days after its submission. Once the time off is granted it cannot be rescinded unless the County is experiencing a countywide emergency.

The County agrees each employee shall be eligible to buy back forty (40) hours of vacation leave once per calendar year provided the employee has taken forty (40) hours of vacation in the past twelve (12) months and has eighty (80) hours remaining vacation time banked.

- (3) Vacation leave shall be taken with the prior approval of the Sheriff appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave.

The Sheriff Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year in order to relieve the stress of employment.

No employee shall be denied the opportunity to take off each year two-thirds (2/3) of the employee's annual vacation accrual,

nor denied the opportunity to take off at least five (5) consecutive days each year.

- (4) Upon death, retirement, or layoff, or upon resignation from the classified service, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued, unused vacation leave. Valuation shall be on the basis of the hourly equivalent of said employee's monthly salary at the regular rate of pay at the effective date of termination or resignation.

ARTICLE 9.03 FAMILY INJURIES AND ILLNESS: In the event of injury or illness in the employee's family, a full-time permanent or full-time probationary employee shall be allowed up to ten (10) days of leave per year, which shall be chargeable to sick leave or vacation leave at the employee's option. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

ARTICLE 9.03.01 FAMILY AND MEDICAL LEAVE: The County will adhere to the provisions of the Family Medical Leave Act (FMLA) and other related federal, state and local laws with regards to unpaid leaves of absence.

Pursuant to the terms of the Family Medical Leave Act (FMLA):

- a. An unpaid leave of absence may be granted under the provisions of FMLA only if the employee has worked for the County at least twelve (12) months, including a minimum of 1,250 hours of paid service during the twelve (12) month period preceding the leave.
- b. Employees eligible for leave may elect to take up to twelve (12) weeks of unpaid leave to attend to the birth or adoption of a child; to care for a seriously ill member of his immediate family; or when the employee is unable to work because of his/her own serious medical condition.
- c. The County will continue to provide group health benefits and will pay the County's share of the health plan premium during the leave. The employee is responsible for timely payment of his/her share of the premium.
- d. The County will reinstate the employee to the employee's previously held position or a substantially equivalent one if said

position is not available. The employee, however, will lose reinstatement rights to such a position if the employee is unable to perform the essential functions of the job due to a physical or mental condition.

- e. An employee on FMLA is equally subject to layoffs as are other employees continuously employed by the department.
- f. The employee is required to give thirty (30) calendar days notice to Human Resources and the department head that a leave under FMLA is being requested. If such advance notice is not practical, the employee shall inform the department head of the need for leave as soon as possible.
- g. If an employee requires a subsequent leave under FMLA, time worked will commence at the end of the prior FMLA leave, with the same twelve (12) month, 1,250 hours of paid service requirement between the two FMLA leaves.
- h. Leaves must be applied for in writing to the department head with accompanying documentation and verification by the appropriate medical provider.

ARTICLE 9.03.02 NON-FAMILY MEDICAL LEAVE ACT ABSENCES: If a leave does not qualify under FMLA, the employee may request an unpaid leave of absence for personal or medical reasons in accordance with the following:

- a. Leaves of fourteen (14) calendar days or less may be granted by the department head. Leaves greater than fourteen (14) calendar days require the prior approval of the County Administrative Officer.
- b. A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided in writing to the employee's department head.
- c. The County will not contribute to the health insurance premium during the leave. The employee may make arraignments with the Auditor to pay the full health premium.
- d. The County reserves the right to deny such a leave and to deny the extension of such a leave.

- e. An employee granted a leave under this provision is expected to return to his/her normal assigned duties upon the expiration of the leave. He/she is subject to layoffs as if he/she were working.
- f. An employee unable to perform the essential function of his/her job under provisions of the American with Disabilities Act may not be reinstated to County employment.

ARTICLE 9.03.03 WORKER'S COMPENSATION LEAVE: A Workers Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized worker's compensation status due to industrial illness or injury as provided by state law. The employee will be required to supplement temporary disability payments with accrued paid leave to an amount where by the combined amounts are equivalent to full pay. When all accrued paid leaves are exhausted the County will continue to pay the County's share of the employee's health insurance premium up to (1) one year, from the date of the injury, during the remaining temporary disability payment period, only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on worker's compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

However, safety members of the County's retirement plan may receive industrial disability leave on the terms and conditions required by California Labor Code section 4850.

Employees on leave pursuant to the provisions of Labor Code Section 4850 are permitted to return to work part-time when released to do so by their treating physician.

Employees required to take any part of a work day off from work for treatment due to an industrial injury shall, at the department's discretion, have half a work day deducted from their 4850 time or the employee shall be permitted to take paid time off.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

- (1) The County shall submit an application for disability retirement for the employee under Government Code section 21023.5, unless the employee elects otherwise; or

- (2) The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or
- (3) The employee shall be terminated from employment after receiving notice and hearing conforming to the standard of Article 4. An employee so terminated shall have the right to appeal under Article 5.

ARTICLE 9.04 FAMILY DEATHS: When a full-time permanent or full time probationary employee is absent due to a death in the family, the employee shall receive up to five (5) days paid leave on the following conditions:

- (1) The appointing authority was notified on the first (1st) day of the absence.
- (2) The first day of such absence is not later than five (5) days from the date of death.
- (3) The appointing authority has ascertained that the absence is reasonably related to a death in the employee's family. Family is defined as spouse, child, mother, father, brother, sister, grandparent, grandchild and those family relationships recognized by law such as in-law, half, step, adopted and foster family members.

ARTICLE 9.05 HOLIDAYS: The following holidays are recognized for the SDU. On such holidays, employees shall be entitled to eight (8) hours time off with regular pay.

- a. When a holiday falls on an employee's regular day off the employee shall be granted eight (8) hours of deferred holiday time.
- b. When a holiday falls on an employee's scheduled paid time off (vacation, sick leave, 4850, etc.) the day shall be charged as eight (8) hours of holiday pay.
- c.. When a holiday falls on an employee's regular workday the employee shall receive time and one-half (1 ½) holiday pay for eight (8) hours plus their regular pay.

- d. When an employee is required to work overtime on a holiday, up to eight (8) hours holiday pay shall be paid at time and one-half (1 ½) the regular rate of pay plus time and one-half (1 ½) at the regular rate of pay for the actual hours of overtime worked.

In lieu of pay for working on a holiday an employee may choose to defer eight hours of the holiday pay to be scheduled and taken off within sixty (60) days of the holiday.

In the event the employee's request for holiday time off for a deferred holiday as outlined in (a) and (e) above is rejected by the Sheriff, within the next sixty (60) days, the employee shall be paid for eight (8) hours of deferred holiday time during the next payroll period or a mutually agreed on date for the time off shall be immediately scheduled in lieu of payments prevented by the Sheriff from taking the deferred holiday within the sixty (60) days, the employee shall be paid for the eight hours of deferred holiday time.

- (1) January 1, New Year's Day;
- (2) The third Monday in January, ML King Day;
- (3) February 12, Lincoln's birthday;
- (4) The third Monday in February, Presidents Day;
- (5) The last Monday in May, Memorial Day;
- (6) July 4, Independence Day;
- (7) The first Monday in September, Labor Day;
- (8) The second Monday in October, Columbus Day;
- (9) November 11, Veteran's Day;
- (10) The day in November, which is the legal observance of Thanksgiving;
- (11) The day in November following Thanksgiving;
- (12) December 24, Christmas Eve; except that when December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday;
- (13) December 25, Christmas Day; and
- (14) One (1) floating holiday each calendar year, to be approved in advance by the Sheriff. Floating Holidays a) must be used in 8-hour increments, b) may not be carried beyond December 31 of any year (use or lose), and c) may not be carried between bargaining units if employee transfers.

If January 1, February 12, July 4, November 11 or December 25 falls

upon a Sunday, the Monday following shall be a holiday; if such forgoing date falls upon a Saturday, the preceding Friday shall be a holiday.

ARTICLE 9.06 REST PERIODS: An allowance not to exceed fifteen (15) minutes, twice daily, shall be granted to each Miscellaneous employee who is required to work at least eight (8) hours in any day. Safety employees shall also be granted fifteen (15) minutes, twice daily, to the extent practical.

ARTICLE 9.07 JURY AND WITNESS LEAVE: Any employee who is called for jury duty or subpoenaed to appear as a witness other than an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

- (1) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.
- (2) If called as a witness in litigation in which the County is a party, or to testify in an official capacity, as a county employee shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

ARTICLE 9.08 MILITARY LEAVE: Military leave shall be granted as provided by law.

UNPAID LEAVE

ARTICLE 10.01 POLICY: A general leave of absence may be granted to employees only on duly authorized terms and conditions. Such leave shall be without compensation or accrual of benefits or seniority. Accrued vacation leave must be used up prior to the effective date of the general leave. Health Insurance Coverage through the County may be continued at the employee's expense.

An appointing authority may grant a limited leave not exceeding ninety consecutive days in any twelve-month period. If specifically authorized by the Board, and with the concurrence of the appointing authority, an extended leave not to exceed two years may be granted.

ARTICLE 10.02 PROCEDURE: An employee who has become temporarily disabled for any reason shall have a right to disability leave not to exceed four (4) months, or until a doctor certifies fitness to return to work, whichever is

sooner. Such leave shall be without compensation or accrual of benefits or seniority. Accrued sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by county-paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense; provided that the County shall pay for such insurance if the employee is receiving workers' compensation benefits.

However, safety members of the County's retirement plan may receive industrial disability leave pursuant to the terms and conditions required by California Labor Code section 4850.

When disability leave is exhausted, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

- (1) The County shall submit an application for disability retirement for the employee under Government Code section 21023.5, unless the employee elects otherwise; or
- (2) The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or
- (3) The employee shall be terminated from employment after receiving notice and hearing conforming to the standard of Article 4. An employee so terminated shall have the right to appeal under Article 5.

ARTICLE 10.03 PREGNANCY DISABILITY LEAVE: Pregnancy disability leave shall be granted as provided by law.

ARTICLE 10.04 SABBATICAL LEAVE OF ABSENCE: Upon continuous service of seven (7) years with the County, sworn personnel may request a leave of absence without pay. The terms of a leave of absence are as follows:

- (1) The employee must be in "good standing" as evidenced in a satisfactory performance on his PPR (Personal Performance Review).
- (2) The request must be approved by both the Sheriff and the County Board of Supervisors.

- (3) The leave shall be for a period of exactly 12 months.
- (4) The employee shall stop accruing seniority upon the day he leaves, and shall not start accruing until return to service.
- (5) The employee shall not lose his seniority.
- (6) The employee shall return at the same rank as when the leave of absence commenced.
- (7) The privilege shall be exercised once - only.

LAYOFFS

ARTICLE 11.01 POLICY: The Board of Supervisors may authorize a reduction in the number of employees in the classified service as part of any administrative reorganization for more efficiency in County operations, or as part of a program to reduce expenditures due to inadequate revenue.

ARTICLE 11.02 PROCEDURE: Upon recommendations by the appointing authorities, the Board shall order which departments are affected and which class titles in the department are affected. Where there is more than one employee in the affected class in a department, the order of layoff shall be by status of appointment: first, temporary employees; second, probationary employees; third, part-time permanent employees; and fourth, full-time permanent employees.

When two (2) or more employees in an affected class have the same status of appointment in the department, the order of layoff shall be determined as follows: The appointing authority shall review the employees' performance evaluations for the three (3) years preceding. The employee with a history of unsatisfactory or below average performance within the past three (3) years shall be laid off first. If there is no difference between the employees, the order of layoff shall be by seniority. Seniority shall be computed on the basis of one (1) point for each month of full-time continuous service or a pro rata amount for each month of part-time continuous service. Employees with the least seniority shall be laid off first.

ARTICLE 11.03 NOTICE: Thirty (30) days prior to the effective date of layoff as ordered by the Board, each employee to be laid off shall receive a written

notice of layoff from the appointing authority. The notice shall explain the reason for the layoff, the result of the procedures described in Article 11.02, and the effective date of layoff. The notice shall further inform the employee of the right to voluntary transfer, voluntary demotion, and reinstatement.

ARTICLE 11.04 DEMOTION IN LIEU OF LAYOFF: Within ten (10) days of receipt of a layoff notice an employee may in lieu of being laid off elect demotion to:

- (a) Any position held by an employee with a lower seniority in a class with substantially the same or lower maximum salary in which the layoff employee held permanent status, Or
- (b) Any unfrozen vacant position in a class in the same line of work as class of layoff, but of lesser responsibility if such classes are designated by the Human Resources Director.

Demotion rights to specified classes may be applicable only within the Sheriff's Department.

ARTICLE 11.05 VOLUNTARY TRANSFER OR DEMOTION: It shall be County policy to offer employment opportunity whenever possible to laid off employees, consistent with the duty of appointing authorities to appoint qualified individuals.

Within ten (10) days of receipt of a layoff notice, the employee may request transfer or demotion to another position for which the employee is qualified or should the employee be on probation as a result of a promotion, then the provisions of Section 13.02(3) of the Personnel Rules shall apply provided the pre-promotion position still exists.

The appointing authority shall, for a period of one (1) year from the layoff, offer any such position within the department to the employee without regard to any applicable eligible list.

Further, the appointing authority shall notify other County departments, which might have vacancies in positions for which the employee is qualified. An appointing authority for another department may, in his or her discretion, fill a vacant position with the laid-off employee without regard to any applicable eligible list.

ARTICLE 11.06 REINSTATEMENT: An employee who is laid off shall have the right to be reinstated in reverse order of layoff to his or her former position

within one (1) year of the date of layoff should the appointing authority seek to fill the position during that year.

Reinstatement shall be on the same terms and conditions as prevailed at the date of layoff, including appointment status and seniority, except that adjustment shall be made for any accrued benefits that have been paid off during the period of layoff. The payoff of any accrued benefits during the period of layoff shall be considered final and in full satisfaction of any claims covered by the payoff.

INSURANCE

ARTICLE 12.01 ACTIVE EMPLOYEE HEALTH PLAN: County paid health insurance is a benefit exclusively for eligible probationary and permanent employees.

Effective May 1, 2007 through April 30, 2008 the County and employee shall split 50-50 the combined cost of any increased medical, dental life and vision insurance premiums in this contract year, up to a maximum County cost of \$100.00 (one hundred dollars) per month. If the increased premiums exceed \$200.00 per month, the employee is responsible for the remainder of the increased cost.

Effective May 1, 2008 through April 30, 2009 the County and employee shall split 50-50 the combined cost of any increased medical, dental life and vision insurance premiums in this contract year, up to a maximum County cost of \$100.00 (one hundred dollars) per month. If the increased premiums exceed \$200.00 per month, the employee is responsible for the remainder of the increased cost.

Effective December 1, 2012, the employee shall pay any and all increases in medical, dental, life, and vision insurance premiums effective on or after January 1, 2012. The employee will not be obligated to reimburse County for such increased insurance premiums that were paid by County for the period January 1, 2012, through November 30, 2012. However, County will not contribute any additional amount towards such increased insurance premiums for the period on or after December 1, 2012..

Upon providing continued proof of other health insurance, employees' choosing to opt out of the County's offered health plans shall receive \$100 (one hundred dollars) per pay period for a maximum annual benefit of \$2400 (twenty four hundred) per year.

ARTICLE 12.02 RETIRED EMPLOYEE HEALTH PLAN: An employee who retires from Plumas County, immediately upon termination, under the County's PERS contract and who is covered under a county approved health insurance plan for themselves and any eligible dependents, may continue to be covered under the plan by advancing to the County Auditor, the full premium amount each month preceding the month of coverage, under rules and procedures established by the Auditor.

For employees retiring in good standing under the above-stated conditions, who have fifteen (15) years of continuous service with Plumas County, the County shall contribute an amount equal to twenty five percent (25%) of the County's health premium contribution for an active employee, or fifty percent (50%) after twenty-five years of continuous service, until the employee reaches age sixty-five (65).

Employees, upon retirement in good standing under the conditions stated above, may choose to convert unused sick leave accumulation to prepaid health premiums under the conditions stated below.

Employees who choose this option may not utilize any portion of sick leave accrual designated for prepaid health premiums for any other retirement or cash option. The County Auditor shall establish reasonable rules and procedures for the administration of this program. Any balance in accounts shall not be refundable in the event of death of the retiree and their surviving dependent.

Prepaid Health Plan/Sick Leave Conversion Option

Years of Continuous Service	Percent of Sick Leave Value
0 to 5	25%
5 to 10	50%
10 to 15	75%
15 or more	100%

Conversion rates to be based on employee rate of pay at retirement. Retirees eligible for the basic 25% or 50% of the County paid premium for active employees may convert accrued sick leave in an amount not to exceed a combined value of 100% premium for them self or surviving spouse.

ARTICLE 12.03 HEALTH PLAN COMMITTEE: The County and the Association will participate in a bilateral health plan study committee. The committee will be coordinated by the Human Resources Director. The Association will appoint one unit representative (who shall be enrolled in the

County-sponsored Health Plan) to the committee. The employee representative will serve with out loss of regular compensation, however, no overtime, call back pay or other special pay or expenses will be allowed for the employee representative. The committee will be advisory only and will make its recommendations to the County and Association.

Should the Board of Supervisors accept the committee's recommendation without change, it is agreed no additional meeting and conferring on the changes is required.

RETIREMENT

ARTICLE 13.01 RETIREMENT PLAN: The County agrees that the retirement plans in effect upon ratification of this Memorandum of Understanding through the Public Employees Retirement System (PERS) shall stay in full force and effect

ARTICLE 13.02 PERS CONTRIBUTION:
The County agrees to pay the employee portion of PERS, except as provided in subparagraphs (1) and (2) of this Article 13.02, below:

- (1) Current Employees and new employees hired on or before December 31, 2012:
 - a. "Miscellaneous" Members: Upon approval of these Terms and Conditions by the Plumas County Board of Supervisors, the County shall pay effective with the pay period beginning June 2, 2013, one percent (1%) of the member's salary as employer-paid member contribution to the California Public Employees Retirement System for employees in the "miscellaneous" classification, and the remaining portion of the member contribution shall be paid by the employee/member.
 - b. "Safety" Members: Upon approval of these Terms and Conditions by the Plumas County Board of Supervisors, the County shall pay effective with the pay period beginning June 2, 2013, one percent (1%) of the member's salary as employer-paid member contribution to the California Public Employees Retirement System for employees in the "safety" classification, and the remaining portion of the member contribution shall be paid by the employee/member.

Notwithstanding the foregoing subparagraphs a. and b. of this subparagraph (1), new employees hired after the adoption of these Terms and Conditions of Employment by the County Board of Supervisors and prior to January 1, 2013, shall pay all the employee "member" contribution to PERS until they have successfully completed their probationary period.

(2) New employees hired on or after January 1, 2013:

- a. In accordance with the AB 340 pension reform law, new employees hired on or after January 1, 2013 shall have an initial contribution rate to the California Public Employees Retirement System of at least fifty percent (50%) of the normal cost rate for that defined benefit plan, rounded to the nearest quarter of one percent (1%), or the current contribution rate of similarly situated employees, whichever is greater. This contribution shall not be paid by the County on the employee's behalf. The County shall pay the remainder of the normal cost rate. As used in this section, the "normal cost rate" shall mean the annual actuarially determined normal cost for the California Public Employees Retirement System defined benefit plan of the County expressed as a percentage of payroll.
- b. The employee contribution rate described in subsection a. above shall be adjusted when the normal cost rate increases or decreases by more than one percent (1%) of payroll above or below the normal cost rate in effect at the time the employee contribution rate is first established or, if later, the normal cost rate in effect at the time of the last adjustment to the employee contribution rate under this section.
- c. The pensionable compensation used to calculate the defined benefit paid to a new employee hired on or after January 1, 2013 who retires from the system shall not exceed the following applicable percentage of the contribution and benefit base specified in Section 430(b) of Title 42 of the United States Code on January 1, 2013: (1) one hundred percent (100%) for a member whose service is included in the federal system; or (2) one hundred twenty percent (120%) for a member whose service is not included in the federal system. The California Public Employees Retirement System shall adjust the maximum pensionable compensation following each actuarial valuation based on changes to the Consumer Price Index for All Urban Consumers. The adjustment shall be effective annually on January 1 following the annual valuation. As used in this

section, "federal system" means the old age, survivors, disability, and health insurance provisions of the federal Social Security Act (42 U.S.C. Sec. 301 et seq.).

- d. New employees hired on or after January 1, 2013 shall not be eligible for the retirement plans described in Article 13.01. Instead, new non-safety employees hired on or after January 1, 2013 shall participate in the California Public Employees Retirement System retirement plan subject to the formula prescribed by Government Code Section 7522.20 (commonly known as "2% at 62"). New safety employees hired on or after January 1, 2013 shall participate in the California Public Employees Retirement System retirement plan subject to the formula prescribed by Government Code Section 7522.25(d) (commonly known as "Safety Option Plan Two"). For the purposes of determining a retirement benefit to be paid to a new employee hired on or after January 1, 2013, the final compensation shall be calculated based upon the highest average annual pensionable compensation earned by the employee during a period of at least 36 consecutive months immediately preceding his or her retirement or last separation from service if earlier, or during any other period of at least 36 consecutive months during the employee's applicable service that the employee designates on the application for retirement. All new employees hired on or after January 1, 2013 shall be subject to the "anti-spiking" provision of Government Code Section 7522.34.

ALLOWANCES AND REIMBURSEMENTS

ARTICLE 14.01 CLOTHING AND UNIFORM ALLOWANCE:

- (1) The semi-annual uniform allowance personnel required to wear a uniform is as follows:

Non- Safety Personnel - \$275
Correctional Personnel - \$350
Safety Personnel - \$400
- (2) Initial newly hired Deputy Sheriffs shall be granted an initial

Uniform and Equipment Allowance of \$850 (eight hundred fifty dollars), which shall be in addition to the regular semi-annual (January and July) allotment for which they shall become eligible at the next payment that is at least six (6) months following date of hire.

ARTICLE 14.02 PERSONAL PROPERTY REIMBURSEMENT: The County agrees to repair or replace any clothing or personal article damaged while on duty, providing that such article is a necessary part of the employee's attire.

MISCELLANEOUS PROVISIONS

ARTICLE 15.01 SENIORITY: Seniority shall be the determining factor in all vacations and transfers within the Sheriff's Department. Seniority consists of the length of continuous service in the classification held by the employee. Seniority may also be known as "time in grade". Seniority shall be terminated by:

1. Department discharge.
2. Voluntary quit.

ARTICLE 15.02 SAFETY EQUIPMENT: All safety equipment shall be replaced or repaired by the County upon approval of the Sheriff. Safety equipment shall be defined as sidearm, holsters, holster belt, handcuffs and case, ammunition pouch, baton and ring holder, flashlight and raincoat.

ARTICLE 15.03 SAFETY:
(1) Hazardous Conditions. The Association and the County recognize a mutual obligation to secure the physical well-being of employees by working toward the prevention, correction, and elimination of all hazardous conditions.

(2) Compliance with Rules and Regulations.. The employer and employee agree to abide by all applicable rules and regulations.

ARTICLE 15.04 OFFICER INVOLVED IN A SHOOTING: The County agrees to allow an officer twenty four (24) hours (one full day) to consult with an attorney before being formally interviewed by a local government agency.

ARTICLE 15.05 POSTING OF WORK SCHEDULES: The parties agree that all work schedules shall be posted two weeks in advance, unless emergency conditions prohibit two weeks' notice. An exception to the ten-day

advance notification requirement is that a higher ranking officer and an officer may mutually agree that the officer's court time on a given day may substitute for the officer's completion of a different regularly assigned shift.

ARTICLE 15.06 PHYSICAL EXAMINATION: The County agrees to provide full-time sworn peace officers' physical examinations, including stress EKG, on the following basis:

- (1) Each employee covered by this Memorandum shall be administered a complete physical examination, including stress EKG, as follows:
 - (a) 21 to 39 years, biennial checkup
 - (b) 40 years and over, annual checkup
- (2) Employees shall be given all examinations while off duty.
- (3) County will pay for such examinations except to the extent that they are covered by insurance.
- (4) The County will pay for periodic medical exams for Correctional Officers on the same basis as for sworn officers.
- (5) All employee medical information shall be handled by the County in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

ARTICLE 15.07 SHERIFF'S PHYSICAL FITNESS PLAN: Employees may not be ordered to participate in the Sheriff's Physical Fitness Plan, however, those who choose to shall do so voluntarily and shall receive no pay or paid time off to participate.

ARTICLE 15.08 PERSONNEL RULES COMMITTEE: The Sheriff's Department Units (SDU) may appoint a representative to serve on the County Personnel Rules Committee.

ARTICLE 15.09 PERSONNEL FILE: The County agrees to maintain the personnel files, including destruction of files, pursuant to state law.

ARTICLE 15.10 LEAVE TRANSFER: See the Personnel Rules.

ARTICLE 15.11 FURLOUGH RULE: The County reserves the right to furlough an employee or group of employees, with out pay, under the following

provisions:

- (1) A furlough may be ordered only to compensate for a budget issue.
- (2) The Sheriff may furlough an employee or group of employees upon approval of the County Administrative Officer.
- (3) An employee furloughed by the Sheriff shall be non-compensated during a furlough period but, shall not suffer a reduction in non-salary related benefits or seniority.
- (4) An employee shall not be furloughed more than one (1) day in any pay period.
- (5) Furlough time shall be in full day increments for full time employees and prorated for part time employees.
- (6) An employee is to be notified in writing by the Sheriff at least ten (10) days prior to the assigned furlough day or days.
- (7) When ever possible, considering needs of the department, the Sheriff will give consideration to an employee's choice in selecting the furlough day or days.
- (8) The Sheriff shall not use the furlough rule as a form of disciplinary action or to discriminate against an employee.
- (9) The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

ARTICLE 15.12 FLEXIBLE SPENDING ACCOUNT The County and the Association have agreed to a flexible spending plan administered by AFLAC. The County and Association will meet and confer as necessary, pursuant to section 16.02 of the Memorandum of Understanding, to keep said plan, or a mutually agreeable substitute plan, consistent with I.R.S. rules.

ARTICLE 15.13 PROBATIONARY PERIOD:

PATROL: Newly hired Deputy Sheriffs shall serve a twelve (12) month probationary period if they join the Sheriffs Department having successfully completed a P.O.S.T-accredited law enforcement

academy. Those who have not successfully completed such an academy shall serve an eighteen (18) month probationary period.

CORRECTIONS: Corrections' employees shall serve a twelve (12) month probationary period.

ALL OTHER EMPLOYEES: Shall have a twelve (12) month probationary period.

Section 13.02 (3) of the County Personnel Rules shall be amended to reflect this article.

CLOSING PROVISIONS

ARTICLE 16.01 TERM: These Terms and Conditions of Employment is effective from June 2, 2013 through June 1, 2014, and continuing until changed by agreement between the parties or subsequent action by the Board of Supervisors.

ARTICLE 16.02 FULL AGREEMENT: All items relating to employee wages, hours and terms and conditions of employment not covered by these Terms and Conditions of Employment document shall remain the same for its term.

ARTICLE 16.03 SAVINGS CLAUSE: If any provision of this document shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this document shall not be affected thereby. .

ARTICLE 16.04 PEACEFUL PERFORMANCE:

ARTICLE 16.05 ADOPTION: Adopted by the Plumas County Board of Supervisors on the 7th day of May, 2013, by Resolution Number _____

Chairperson Board of Supervisors

APPENDIX A

JOB CLASSIFICATIONS IN THE SHERIFFS' DEPARTMENT UNIT AND SHERIFF'S MID MANAGEMENT

CLASSIFICATION TITLE SHERIFF'S DEPARTMENT UNIT

Sheriff Services Assistant I
Sheriff Services Assistant II
Correctional Sergeant
Correctional Officer I
Correctional Officer II
Crime Analyst
Deputy Sheriff I
Deputy Sheriff II
Deputy Sheriff II Communications Equipment Coordinator
Sheriff Dispatcher I
Sheriff Dispatcher II
Sheriff Investigator
Sheriff Investigator Sergeant
Sheriff Sergeant
Sheriff Administrative Sergeant

CLASSIFICATION TITLE SHERIFF'S MID MANAGEMENT UNIT

Sheriff Fiscal Officer I/II
Jail Commander
Communications Supervisor
Sheriff's Office Manager
Sheriff Administrative Sergeant

APPENDIX B

MOU DEFINITIONS

BASE RATE OF PAY:	Shall mean the hourly rate of pay for the assigned step within the salary range for the specific classification established by County resolution.
REGULAR RATE OF PAY:	Shall mean the base hourly rate of pay plus specialty pays as required by the Fair Standards Labor Act.

3A2

**RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR THE
SHERIFF'S DEPARTMENT UNIT AND THE SHERIFF'S MID-MANAGEMENT UNIT**

WHEREAS, the governing body of Plumas County has the authority to implement Government Code 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 full; and

WHEREAS, one of the steps in the procedures to implement Government Code 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 the Sheriff's Department Unit and the Sheriff's Mid-Management Unit.
- The benefit for the Sheriff's Department Unit and the Sheriff's Mid-Management Unit shall be adjusted from 7% to 1% of the normal member contribution as EPMC for a Miscellaneous member that was hired on or before December 31, 2012, with the County of Plumas.
- The benefit for the Sheriff's Department Unit and the Sheriff's Mid-Management Unit shall be adjusted from 9% to 1% of the normal member contribution as EPMC for a Safety member that was hired on or before December 31, 2012, with the County of Plumas.
- The effective date of this Resolution shall be June 2, 2013.

BE IT FURTHER RESOLVED that this Resolution shall replace and supersede any prior resolutions concerning the subject matter of this Resolution.

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 7th day of May 2013 by the following vote:

AYES:
NOES:
ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

3A2

**RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR THE
SHERIFF'S DEPARTMENT UNIT AND THE SHERIFF'S MID-MANAGEMENT UNIT**

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- The benefit for the Sheriff's Department Unit and the Sheriff's Mid-Management Unit shall be adjusted from 7% to 1% of the normal member contribution as EPMC for a Miscellaneous member that was hired on or before December 31, 2012, with the County of Plumas.
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AYES:

NOES:

ABSENT:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board

PLUMAS COUNTY PLANNING DEPARTMENT

381

555 Main Street
Quincy, CA 95971

www.plumascounty.us

Voice: (530) 283-7011
FAX: (530) 283-6134



Date: March 4, 2013

To: The Honorable Board of Supervisors

From: *Report and Background was prepared by:*
Becky Osborn, GIS Planner for Randy Wilson, Planning Director

Recommendation:

Hold a public hearing and adopt the attached resolution to establish a Geographic Information Systems (GIS) fee schedule for cost associated with map creation, data dissemination, data analysis, mapping applications, Internet Map Server fees, and maintenance of the County's spatial-data layers.

Introduction:

Plumas County GIS is a significant long-term asset of the County. The power and value of GIS is not simply in 'map making'; it is through the analysis of the various spatial data layers that manifest the interdependencies of the variables. Showing positional data spatially and overlaying critical decision data elements enables quicker, better, and more informed decisions. Our GIS division produces maps, reports, and analyzes large volumes of data for internal (e.g., other County departments) and external (Federal, State, Private) customers. Some of these activities include support of all land use decisions, regional planning, perform addressing and routing as part of E-911 operations, hazard mitigation, fire planning, voting precincts, decennial redistricting, manage land records, infrastructure, and monitoring of natural resources.

Background:

The County currently has not established a fee for GIS data creation, dissemination, and services performed. GIS databases and data files developed and operated by counties and cities are considered public records. Therefore, the County must comply with the Public Record Act. The proposed fee schedule is designed to recover costs associated with providing GIS services while abiding by the Public Records Act (Government Code §6250 et seq.). In addition, California Government Code §6254.21 prohibits the posting of home addresses or telephone numbers of any elected or appointed official (or their family) on the Internet without first obtaining written permission of that individual. Moreover, counties may be held liable for the accuracy and reliability of GIS information stored in their databases or released to the public. By requiring the recipient of the GIS data to sign a data use/disclaimer to acknowledge the intention to comply with the conditions and understandings outlined within the agreement, will help protect the County from improper use or dissemination of data by individuals and liability from

any error or discrepancies that might be contained in the GIS data. **(See Exhibit "A" for details)**

The need to recover the costs of providing GIS services to the public and maintaining the GIS spatial-data system will be accommodated by charging fees for obtaining such services and products. The proposed fees will be based on the cost of departmental overhead, materials, and staff time expended to provide the service. The recommended labor rate for GIS services is \$68.00 per hour. The attached GIS Fee Schedule Methodology illustrates the direct cost breakdown to support the establishment of a fee schedule. **(See Exhibit "B", "C", and "D" for details)**

EXHIBIT “A”

Access to Public Records Act:

GIS Case Law:

Can a County of California charge for GIS digital data?

COUNTY OF SANTA CLARA v. THE SUPERIOR COURT of Santa Clara County (Case No. H031658), February 05, 2009 – California law provides for copyright for software and not for public records – data can't be copyrighted nor can a fee be charged greater than the cost of reproduction.

Summary:

- Local agencies may charge only the fee on a schedule adopted by the fiscal body. May not exceed the actual cost for providing a copy of the public record.
- Actual cost is the cost of the paper and per page cost for use of the equipment.
- APRA's general provisions on fees are superseded by a specific statute allowing higher fee.

Fees for providing copies of public records:

- A public agency may charge a fee for providing an electronic map that is based upon a reasonable percentage of the agency's direct cost of maintaining, upgrading, and enhancing the electronic map plus direct costs.
- The fee may be waived for non-commercial uses, including
 - Public agency program support.
 - Nonprofit activities.
 - Journalism.
 - Academic research.

Plumas County Ownership and GIS Data:

Plumas County GIS Division will not provide parcel, land or home ownership information via the Internet. Section 6254.21 of the California Government Code prohibits the posting of home addresses or telephone numbers of any elected or appointed official (or their family) on the Internet without first obtaining the written permission of that individual. Effective January 1, 2003, Chapter 621 amends section 6254.21 to extend this prohibition to "public safety officials" (and their family).

Due to the difficulty of identifying all such officials (and their families) and duly removing their names and addresses from the Internet enabled databases that may be part of the record, Plumas County's GIS Division will not make these records available via the Internet. All ownership requests will be referred to Plumas County's Assessor's Office to release at their discretion.

**Methodology Worksheet to Determine
Fee, Charge or Assessment
For Plumas County 2012/13
For GIS Hourly Rate**

DEPARTMENTAL OVERHEAD

	Salary & Benefits	Employee Cost
Planning Director (3.6%	\$3,900	\$3,900
Department Fiscal Offi	\$8,755	\$8,755

Total Overhead Cost **\$12,655**

Communications	\$500
Office Expense	\$520
Copy Machine Lease	\$150
Annual GIS Map Server Fee	\$4,800
Travel - In County	\$100
Travel - Out of County	\$500
Liability Self-Funded Insurance	\$581
Department Service & Supply Cost	\$7,151

Total Administration and Service and Supp **\$19,806**

AVERAGE AMOUNT OF HOURS SPENT ON SERVICE **1**

GIS Staff Positions	1
Net Productive Hours	1490.4
Total Staff Hours	1490.4

Percentage of Total Staff Time Spent on this Service	0.000671
---	----------

TOTAL OVERHEAD COST RELATED TO THIS SPECIF **\$13.29**

DIRECT COSTS

	Salary & Benefits	Hourly Rate
GIS Planner II	\$75,689	\$50.78

Average Hourly Cost **\$50.78**

EMPLOYEE COST PER SERVICE **\$50.78**

Total Cost of Services & Supplies **\$13.29**

TOTAL OF ALL DIRECT AND OVERHEAD CHARGES **\$64.07**

Indirect Overhead Cost	\$3.47
------------------------	--------

TOTAL COST OF SERVICE **\$68**

RECOMMENDED FEE **\$68**

EXHIBIT "B"

Plumas County
Geographic Information Services
Fee Schedule Methodology

Cost to Print Maps

Product	Device	Cost per item (incl. CA sales tax)*	Quantity	Total Cost (Rounded)
Ink				
Plotter (HP Design Jet 500)				
<i>Print Yield at approx. 5% coverage on 286 ft. roll paper (mixed text/graphics)</i>				
Cyan	Varies	\$50.39		\$50.39
Black	Varies	\$46.10		\$46.10
Magenta	Varies	\$50.39		\$50.39
Yellow	Varies	\$50.39		\$50.39

Sub Total: \$197.27

Average Cost per Foot: \$0.69

Inkjet (HP Inkjet 2800)				
<i>Print Yield at approx. 5% coverage on 8½" x 11" paper (mixed text/graphics)</i>				
Cyan	2,180 standard pages	\$46.10	\$0.0211 / per sheet	\$46.10
Black	2,155 standard pages	\$46.10	\$0.0214 / per sheet	\$46.10
Magenta	1,995 standard pages	\$46.10	\$0.0231 / per sheet	\$46.10
Yellow	2,490 standard pages	\$46.10	\$0.0185 / per sheet	\$46.10

Sub Total: \$184.40

Average Cost per Sheet \$0.02

Printheads				
Plotter (HP Design Jet 500)				
<i>Printheads replaced once-twice year</i>				
Cyan	198 working days / item cost / year	\$46.10	\$0.02 / per sheet	\$46.10
Black	198 working days / item cost / year	\$46.10	\$0.02 / per sheet	\$46.10
Magenta	198 working days / item cost / year	\$46.10	\$0.02 / per sheet	\$46.10
Yellow	198 working days / item cost / year	\$46.10	\$0.02 / per sheet	\$46.10

Sub Total: \$184.40

Average Cost per Sheet \$0.02

Printheads				
Inkjet (HP Inkjet 2800)				
<i>Printheads replaced once-twice year</i>				
Cyan	198 working days / item cost / year	\$46.10	\$0.02 / per sheet	\$46.10
Black	198 working days / item cost / year	\$46.10	\$0.02 / per sheet	\$46.10
Magenta	198 working days / item cost / year	\$46.10	\$0.02 / per sheet	\$46.10
Yellow	198 working days / item cost / year	\$46.10	\$0.02 / per sheet	\$46.10

Sub Total: \$184.40

Average Cost per Sheet \$0.02

Paper				
150 ft. Roll at \$31.09				
Plotter (HP Design Jet 500)				
ANSI C (17" x 22")	75 maps / roll	\$31.09	\$0.45 / per sheet	
ANSI D (22" x 34")	65 maps / roll	\$31.09	\$0.50 / per sheet	
ANSI E (34" x 44")	42 maps / roll	\$31.09	\$0.75 / per sheet	
8 ½" x 11"				
Inkjet (HP Inkjet 2800)				
ANSI A (8½" x 11")	Ream (500 sheets)	\$5.19	\$0.0104 / per sheet	
11" x 17"				
Inkjet (HP Inkjet 2800)				
ANSI B (11" x 17")	Ream (500 sheets)	\$20.36	\$0.0407 / per sheet	

Plumas County
Geographic Information Services
Fee Schedule Methodology

Media Supplies (Digital Data)				
DVD-R		\$21.44 (25 count)	\$0.85 / DVD-R	\$21.44
CD-R Discs		\$21.44 (50 count)	\$0.43 / per CD-R	\$21.44
Tyvek CD/DVD protective sleeve		\$40.12 (100 count)	\$0.40 / per sleeve	\$40.12
Avery Self-adhesive CD Labels	Inkjet (HP Inkjet 2800)	\$42.89 (100 count)	\$0.43 / per label	\$42.89
Mailing Tubes and Disc Mailers				
Mailing Tube		\$3.25 each	\$3.25 each	
CD/DVD Disc Mailer		\$121.18 (100 count)	\$1.21 / per mailer	\$121.18

Sub Total: \$247.07
Average Cost per CD/DVD+mailer \$2.04
Average Cost (tube mailing only) \$3.25

Cost to Print Maps (Calculated from breakdowns above)					
Device / Product	Labor per map (Setup, print, and trim)**	Print Cost (Ink and Printheads)	Paper Cost / per sheet	Direct Cost (per map printed)	Total Cost (Rounded)
Inkjet (HP Inkjet 2800)	\$4.76	\$0.16	\$0.01	\$4.93	\$5.00
ANSI A (8 1/2" x 11")					
Inkjet (HP Inkjet 2800)	\$5.44	\$0.16	\$0.04	\$0.04	\$6.00
ANSI B (11" x 17")					
Plotter (HP Design Jet 500)	\$8.84	\$1.04	\$0.45	\$10.33	\$10.00
ANSI C (17" x 22")					
Plotter (HP Design Jet 500)	\$8.84	\$1.40	\$0.50	\$10.74	\$11.00
ANSI D (22" x 34")					
Plotter (HP Design Jet 500)	\$11.56	\$2.07	\$0.75	\$14.38	\$14.00
ANSI E (34" x 44")					

Mailing and Data Upload Costs (Calculated from breakdowns above)					
Type	Mailing Costs (Media, sleeve, envelope)	(Setup & package)**	Tube Mailing	Postage***	Total Cost (Rounded)
Digital Data	\$2.04	\$11.56	n/a	\$2.00	\$16.00
Printed Map	n/a	Please see 'Cost to Print Maps'	\$3.25	\$2.00	\$5.00
Digital Data Uploaded (see note below)	n/a	n/a	n/a	n/a	n/a
Note: Electronic delivery of digital data (via email, FTP upload) is free of charge.					

*Cost of Supplies effective as of 9/2012

**Labor Rate of \$68.00/hour as of 9/2012 (Calculated 4-10 minutes per map). This rate is based on time required for file retrieval, research, redaction, review, copy, scan, create, analysis, and any other time related to the production of the requested documents.

***Shipping Rate is variable as postage rates change, usually a \$2.00 minimum charge. Postage is charged at actual cost.

EXHIBIT "C"



Plumas County
Geographic Information Services
555 Main Street
Quincy, CA 95971

For Internal Office Use:

Date Request Completed: _____ Amount prepaid: _____
Approved: ☐ Denied: ☐ Balance Due Before Release: _____
If denied, please provide reason(s): _____ Total Amount Paid: _____
Summary/Description of documents provided: _____

GIS Data Request Form

Procedure:

- To request a published map, custom map, or digital data, please fill out, sign, and return the order form. For custom data production, please call Plumas County GIS at (530) 283-7011 to discuss your request.
- Sign** the data use disclaimer agreement on the second page.
- E-mail or FAX the completed request form and signed data use disclaimer agreement to:
 - E mail:** bekyosborn@countyofplumas.com
 - FAX:** (530) 283-6134
- For data requiring a fee, please mail (or in-person/drop-off) this form **with the signed data use agreement** and a check for the cost of the order (see fee schedule attached).
 - Make checks payable to:** County of Plumas. Do not mail cash.
 - Mail to:** Plumas County Planning – GIS Division, 555 Main Street, Quincy, CA 95971
- Plumas County currently provides access to GIS data in KML/KMZ format from the County's web site (www.plumascounty.us). Please visit the web site for more information and download instructions.

Requested By		Mailing Address	
Name: _____	Street: _____		
Title: _____	City: _____		
Agency/Company: _____	Zip: _____		
Department: _____	E-mail: _____		
Phone: _____			
Date of Request: _____			

Frequently Requested Data:

<input type="checkbox"/> County Parcels	<input type="checkbox"/> Airports-Heliports	<input type="checkbox"/> Special Plan Combining Zones
<input type="checkbox"/> Address Points	<input type="checkbox"/> Water Bodies	<input type="checkbox"/> General Plan Designations
<input type="checkbox"/> Roads (<i>public and private</i>)	<input type="checkbox"/> Streams	<input type="checkbox"/> City of Portola Boundary
<input type="checkbox"/> County Boundary	<input type="checkbox"/> Communities	<input type="checkbox"/> Planned Development Zoning Designations
<input type="checkbox"/> Subdivisions	<input type="checkbox"/> Primary Zoning	<input type="checkbox"/> Special Districts (<i>specify district under 'Brief Description of Request' below</i>)
<input type="checkbox"/> Other _____		

Note: This office does not provide parcel, land or home ownership information. To obtain owner information in regards to a specific property, please visit the Plumas County Assessor's Office or contact them by phone at (530) 283-6380.

Purpose of Request (required):

- | | | |
|--|--|---|
| <input type="checkbox"/> Display | <input type="checkbox"/> Design | <input type="checkbox"/> Preliminary Plan and Feasibility Study |
| <input type="checkbox"/> Site analysis | <input type="checkbox"/> Specific Plan | <input type="checkbox"/> Site Development and Permitting |
| <input type="checkbox"/> Other : _____ | | |

Brief Description of Request (required): _____

Data Format:

Data delivery format is ESRI shapefile in NAD 1983, California State Plane (feet), Zone 1. We will not change the format or projection to meet your needs. Only datasets maintained or developed by Plumas County will be released.

- ☐ Shapefile ☐ Geodatabase ☐ Paper Map ☐ Data Table

Transfer Method:

- | | | |
|--|--|---|
| <input type="checkbox"/> CD or DVD via US mail | <input type="checkbox"/> Paper (Check size below): | |
| <input type="checkbox"/> CD or DVD pickup | <input type="checkbox"/> ANSI A (8.5 x 11) | <input type="checkbox"/> ANSI C (17 x 22) <input type="checkbox"/> ANSI E (34 x 44) |
| <input type="checkbox"/> E-mail | <input type="checkbox"/> ANSI B (11 x 17) | <input type="checkbox"/> ANSI D (22 x 34) |
| <input type="checkbox"/> FTP Site - Web Link: _____ | | Password: _____ |

PLUMAS COUNTY PLANNING DEPARTMENT

555 Main Street
Quincy, CA 95971

www.plumascounty.us

Voice: (530) 283-7011
FAX: (530) 283-6134



Disclaimer, Restrictions, and Data Use Terms

In obtaining and using Plumas County GIS data, you are agreeing to the following restrictions:

Specific Restrictions:

1. **Government entities, Educational entities or Cooperating Public Utilities:** you will not resale, redistribute, nor perform work for the benefit of a third party using the Plumas County GIS data.
2. **All other entities:** you will not resale or redistribute the Plumas County GIS data.

General Disclaimer and Restrictions for all entities:

1. In the case that any kind of documents are created using the Plumas County GIS data, you will make a note on or within the document that you received the data from Plumas County California.
2. If you have edited the Plumas County GIS data to fit your needs, you will explicitly list that you received the data from Plumas County California, but that you alone are responsible for your edits or changes.
3. Plumas County shall not be held responsible for any misrepresentation or adjustment of the Plumas County GIS data through data manipulation, tabular edits or spatial edits.
 - a. Plumas County shall not be held responsible for inappropriate or incorrect use of this information.
 - b. The Plumas County GIS data is mapping grade not survey grade.
 - c. The Plumas County GIS data is for informational purposes only and should not be used to determine precise boundaries, parcel boundaries, appraisal, engineering, nor legal descriptions. The Plumas County GIS data shall not be construed or used as an official survey or legal description. Site specific evaluation should be verified by field inspection.
 - d. Primary sources from Plumas County GIS data must be consulted for verification of information contained in the data. Contact the Plumas County Planning Department for more information.
 - e. Plumas County GIS shall not be held liable for any errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. No representation is made that the features presented accurately reflect true locations.
4. The Plumas County GIS data is deemed reliable but accuracy is not guaranteed. Use of this data should be with acknowledgement of the limitations of the data including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update. It is the your responsibility to verify any information derived from the GIS data before making any decisions or taking any actions based on the information. It is also your responsibility to contact us if you need future updates. Any errors or omissions should be reported to Plumas County GIS.
5. The Plumas County GIS data is distributed as is. We will not change the format or projection to meet your needs.
 - a. The Plumas County GIS data is provided in ESRI shapefile format in NAD 1983, California State Plane (feet), Zone 1.
 - b. The included metadata contains specific information regarding the attribute fields and other information about the data.

Questions or problems should be directed to:

Becky Osborn, GIS Planner ♦ 555 Main Street, Quincy, CA 95971 ♦ Ph: (530) 283-6420

Email: beckyosborn@countyofplumas.com

RECEIVING PARTY AGREEMENT

"I, _____, have read, understood and agree that I (and my organization, entity or agent) will abide with the above data use terms.

Signed: _____

Dated: _____

Phone: _____ Email: _____

Organization/Agency: _____

Geographic Information System (GIS) Fee Schedule

GIS Service Description		Fee Schedule
Media Shipping and Handling <i>(Includes setup and package preparation)</i>		<ul style="list-style-type: none"> \$16.00 CD/DVD \$5.00 (plus print costs by size below) Shipping: Variable, \$2.00 minimum Electronic delivery of digital data (email, FTP upload) free of charge
Hourly Rate		\$68.00 - Computed in 15 minute increments, plus media costs as listed. <i>(See additional information below.)</i>
Photocopies		
	Letter (8 ½" x 11")	\$0.50 / per copy
	Legal (8 ½" x 14")	\$0.50 / per copy
	Tabloid (11" x 17")	\$1.00 / per copy
Existing Hard Copy Maps*		
	ANSI A (8 ½" x 11")	\$5.00 per map / Color Print
	ANSI B (11" x 17")	\$6.00 per map / Color Print
	ANSI C (17" x 22")	\$10.00 per map / Color Plot
	ANSI D (22" x 34")	\$11.00 per map / Color Plot
	ANSI E (34" x 44")	\$14.00 per map / Color Plot
Custom Data/Map Production**		
Custom GIS mapping and analysis for planning purposes is available for \$68.00 per hour with a ½ hour minimum charge. To consult with a mapping specialist and to place a request for a custom map order, please contact the GIS Division at (530) 283-7011.		
Notes:		
Existing Hard Copy Maps:* A map that is available as a hard copy or can easily be printed from digital data (i.e. it does not require any editing).		
Custom Data Production:** The development of custom digital maps and/or databases requiring data creation, analysis or manipulation of existing data. Custom data production work will only be undertaken if staff time is available.		
Priority Policy: When multiple requests for spatial data are received from different organizations in the same time period staff will respond to requests in the following order: <ol style="list-style-type: none"> 1. County Departments 2. Public or Non-Profit Organizations 3. Private Organizations or Individuals 		
How to Order: To request a published map, custom map, or digital data, please fill out, sign, and return the GIS Data Request form. Read and sign the Data Usage Agreement to agree to the terms and conditions of the Agreement. For custom data production, please call Plumas County GIS at (530) 283-7011 to discuss your request.		
Additional Information:		
Labor Rate of \$68.00/hour as of 9/2012. This rate is based on time required for file retrieval, research, redaction, review, copy, scan, create, analyze, and any other time related to the production of the requested documents. Shipping Rate is variable as postage rates change, usually a \$2.00 minimum charge. Postage is charged at actual cost.		
NOTE:		
The County of Plumas reserves the right to refuse requests for electronic data products or services that may unreasonably interfere with ongoing operations of the County by requiring an inordinate diversion of County manpower, materials, or equipment use or would necessitate utilization of an outside contractor.		

Resolution No. 2013-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, TO APPROVE A FEE SCHEDULE AND FORMS FOR PROVIDING GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES FOR MAP CREATION, DATA DISSEMINATION, ANALYSES, REPORTS, AND OTHER SUCH MATERIALS PRODUCED IN RESPONSE TO SUCH REQUESTS.

WHEREAS, the County now has a Geographic Information System (GIS) division responsible for acquisition, maintenance, analysis, and dissemination of geographic information within Plumas County; and

WHEREAS, the County wishes to recover a reasonable portion of the costs associated with the development, maintenance, and dissemination of GIS data to reduce the cost burden on other County funds; and

WHEREAS, Chapter 12.5 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with §54985) and Chapter 8 of Division 1 or Title 7 of the California Government Code (commencing with §66016) authorize the County to establish fees to recover the cost of providing services, other than mere duplication of existing records, as long as such fees do not exceed the cost of providing such services; and

WHEREAS, GIS refers to an integrated collection of computer software and data used to view and manage information about geographical places, analyze spatial relationships, and model spatial process; and

WHEREAS, this integration means that both software and data constitute a unified “computer mapping system,” as that term is used in California Government Code §6254.9(b); and

WHEREAS, California Government Code §6254.9 states that computer mapping systems are not public records; and

WHEREAS, the fees being approved by this Board will not exceed the reasonable cost of providing the products or services for which the fees are being charged and do not exceed the reasonable costs to the County of providing the service or product; and

WHEREAS, a list of GIS charges and fees for the various GIS products, publications, and services will be maintained by Plumas County GIS Division and said list being subject to periodic revision and approval by the Board of Supervisor resolution.

NOW, THEREFORE, the Board of Supervisors of the County of Plumas, State of California, does hereby resolve as follows:

Section 1: Fee Schedule.

The fee schedule for GIS services is hereby established and attached hereto as Exhibit “D” and incorporated by reference herein, to be effective sixty days from the date of approval of this Resolution.

Section 2: The Board finds this Resolution is categorically exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, §15273(a)(1) and (2) in the amount of the fees do not exceed the reasonable cost to the County of the labor, materials, and equipment required for the County to duplicate or provide the related services.

Section 3: Distribution of GIS Data.

- a. Any employee, officer or agent of the County of Plumas to whom GIS data is provided shall not sell, publish, distribute or otherwise disseminate such data, unless granted authorization to do so by the Planning Director or designee.
- b. Any person, or agency or entity external to the County of Plumas to whom GIS data has been provided shall not copy, reproduce, sublicense, sell, lease, publish, post on the Internet or otherwise transfer to any other person, agency or entity, unless granted authorization to do so by the Planning Director or designee.

Section 4: Limited Accuracy of GIS Data.

- a. Any person, agent or entity that requests or otherwise obtains GIS data shall acknowledge and/or be apprised that such data is not a legally recorded map, survey, or legal document, that such data may contain errors or omissions including relative and positional accuracy of the data, that GIS data is subject subsequent revision, that GIS data is for general reference use only, and that such person, agent or entity shall not solely rely on GIS data for technical precision and it is said person, agent or entity's responsibility to verify any information derived from the GIS data before making any decisions or taking any actions based on the information. Furthermore, said person, agent or entity shall acknowledge and or be apprised that the County has provided the GIS data on an "as is" basis and the County makes no representations, guarantees or warranties regarding the accuracy or completeness of such data whatsoever, and that the County expressly disclaims any and all liability of any nature arising out of the use of such data.

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 _____ day of _____, 2013, by the following vote:

AYES:	_____	Supervisors:	_____
NOES:	_____	Supervisors:	_____
ABSENT:	_____	Supervisors:	_____

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

3B2

PLUMAS COUNTY PLANNING & BUILDING SERVICES

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

www.plumascounty.us



DATE: April 16, 2013
TO: Honorable Chair and Members of the Board of Supervisors
FROM: Randy Wilson, Plumas County Planning Director *RW*
RE: Amendments to Current contracts with Leah Wills, Professional Consultant for Water Related Issues for Plumas County.

Background

Leah Wills provides professional services to both County of Plumas and the Plumas County Flood Control and Conservation District. These contract amendments are to move money between the existing two contracts with Leah Wills for professional services for Plumas County for the fiscal year 2012-2013. The total funds budgeted and originally contracted for with Leah Wills are \$36,399. The original contracts have these funds split between Plumas County and the Plumas County Flood Control and Conservation District are \$29,029 for Plumas County and \$7,370 for the Plumas County Flood Control and Conservation District. Leah has used most of the funds in the Plumas County Flood Control and Conservation District contract.

The purpose of these contract amendments is to reallocate funds between the two contracts and to add an amendment to the scope of services to both contracts.

The scope of services change is to add, "Other duties as assigned related to water use, conservation, and planning."

The amended contract amounts, with no changes to the overall budgeted amount of \$36,399 are as follows:

Plumas County-\$21,904

Plumas County Flood Control and Conservation District-\$14,495

ACTIONS FOR CONSIDERATION

Staff recommends the Board of Supervisors take the following action.

- I. Approve the attached contract amendment for Professional Services for Plumas County making the amount of the contract \$21, 904 and adding to the scope of work (Exhibit A), "Other duties as assigned related to water use, conservation, and planning", for professional services related to water issues provided by Leah Wills.

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND LEAH WILLS

This First Amendment to Agreement ("Amendment") is made on April 2 , 2013, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Leah Wills ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and LEAH WILLS have entered into a written Agreement dated October 16, 2013, (the "Agreement"), in which Leah Wills agreed to provide Professional Services to Plumas County in accordance with Exhibit A of the Agreement.
- b. Because budgeted funds for Leah's work with the Plumas County Flood Control and Conservation District have been depleted and there remains budgeted funds in Leah Wills' County of Pumas Contract which can be used for work with the Plumas County Flood Control and Conservation District the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. Paragraph 2 is amended to read 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 Twenty One Thousand and nine hundred four Dollars (\$21,904).

- b. Exhibit A (Scope of Work) the following bullet point is added:

* Other duties as assigned related to water use, conservation, and planning.

Effectiveness of Agreement: Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated October 16, 2012, shall remain unchanged and in full force and effect.

CONTRACTOR:

Name: Leah Wills

Title:

Date signed:

By: _____

Name:

Title:

Date signed:

COUNTY:

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

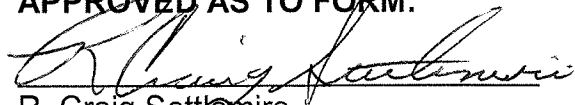
By: _____

Name:

Title:

Date signed:

APPROVED AS TO FORM:



R. Craig Settlemyre

Plumas County Counsel

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

1834 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323

Robert A. Perreault Jr., Director

Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

for the May 7, 2013 meeting of the Board of Supervisors

Date: April 29, 2013.

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: To Authorize the Director of Public Works to Assign an Engineering Department Employee to Work a 4-10's Work Schedule

BACKGROUND:

An employee in the Engineering Department has submitted a request to the Director of Public Works to work a 4-10's work schedule.

Following, for your reference, is the text from the GENERAL UNITS labor agreement MOU:

3.09 FOUR DAY WORK WEEK

Upon board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four-ten (4/10) hour days. The department shall provide ten (10) days notice before beginning "four ten" workweek schedule, unless the employee agrees to a shorter notice period. For this purpose "workday" is defined as ten hours instead of eight (8) hours; merit advancements shall be applicable so that eligibility for salary step increases is determined on a calendar day basis. If a department head determines that a return to the standard workweek would serve departmental and/or county needs, the alternate "four ten" workweek shall be terminated with no less than ten (10) working days notice.

3.10 4-10'S SHIFT

For the purpose of road crew-Public Works employees working the four-ten's (4-10's) shift during the summer months, workdays shall be changed to hours so that vacation and holiday accrual will be on an hourly basis rather than on a daily basis and, therefore, there shall be no problem of interpretation of "a working day."

The employee is presently assigned, and will continue to be assigned, to work primarily on Public Works projects – more specifically, performing field survey work on bridge and highway projects. Many of the projects are located in areas that are located a distance from Quincy. Implementation of a 4-10's work schedule for such project locations is efficient in that use of mobilization time from Quincy to the project is limited to 4 days per week instead of 5 days per week.

The employee is also responsible for the computer plotting (CAD) of acquired field data, a task that is conducive to short duration assignments in order to fill out, as necessary, a 10-hour workday, as circumstances may dictate, e.g., inclement weather, leave schedules of other employees, etc.

Assignment of a 4-10's work schedule has no impact upon budgeted payroll funds.

This authority, if granted, will become effective at the beginning of the next pay period and will expire at the end of this calendar year.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Board of Supervisors:

Authorize the Director of Public Works to assign an Engineering Department employee to work a 4-10's work schedule during calendar year 2013, the time period to be determined solely by the Director of Public Works.



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: APRIL 16, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES 

SUBJ: BOARD AGENDA ITEM FOR MAY 7, 2013

RE: REQUEST TO FILL A VACANT BENEFITS ASSISTANCE COUNSELOR
I/II POSITION, A VACANT SOCIAL WORKER I/II AND A VACANT
OFFICE ASSISTANT III IN THE DEPARTMENT OF SOCIAL SERVICES

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacant Benefits Assistance Counselor I/II position, a vacant Social Worker I/II position and a vacant Office Assistant III position as soon as administratively possible.

Background and Discussion

1. Benefits Assistance Counselor I/II

The Department of Social Services has incurred a vacancy at the Benefits Assistance Counselor (BAC I/II) level. As explained in more detail on the attached position classification form, this position is responsible for performing eligibility determinations for CalFresh assistance (formerly the Foodstamp program) and for the Medi-Cal and CMSP programs. The position became vacant on April 15, 2013.

The Board is aware that the Department has experienced unprecedented levels of applications for assistance and continuing cases particularly in the Foodstamp program. In addition, we have experienced a significant level of turnover and a longer term absence due to a medical matter. The combined effect of vacant positions and high case loads makes it essential that the Department move forward immediately to fill the vacant position. A description of the duties and other matters related to filling this position appears in the attached forms.

2. Social Worker I/II

The Department has incurred a vacancy at the Social Worker I/II level. The position became vacant on May 3, 2013. As explained in more detail on the attached position classification form, the position is assigned to the Child Welfare Services program and performs all the activities associated with that program including performing 24-hour on-call duties. A description of the duties and other matters related to filling this position appears in the attached forms.

3. Office Assistant III

Filling the vacant Benefits Assistance Counselor I/II position will create a vacancy at the Office Assistant III level. That is because the Board previously authorized the Department to temporarily fill the BAC I/II position. The candidate that filled the temporary position filled the position on a promotional basis. Her prior position was at the Office Assistant III level.

Financial Impact

The position is budgeted in the approved Department of Social Services budget for FY 2012-2013. Funding to support the position comes from federal pass through dollars, State General Fund dollars and 1991 Realignment funds. There is no impact to the County General Fund.

Copy: Leslie Mohawk, Program Manager
 Neal Caiazzo, Program Manager
 Betsy Clover, Office Supervisor

Enclosures (3)

Position Classification: Social Worker I/II/III

FTE: 1.00

Budgeted Position: Yes

CWS is funded through Federal (50%), 2011 Realignment (35%) and 1992 Realignment (15%) dollars for the basic program. Our total allocation for 2012-2013 is \$1,116,704. This allocation of funds is specifically for Child Welfare Services. It cannot be spent on other programs.

Mandated Program: Yes.

Child Welfare Services is a state-mandated, county-administered program. The mandate for Child Protective Services is found at Welfare and Institutions Code Section 16500, *et seq.* The mandated services include 24 hour, 7 days per week emergency response services for allegations of abuse or neglect of children, case management services to families whose children are removed from the home (including mandatory visits to both children and parents), reunification services to reunite families, and permanency services when reunification avenues are exhausted.

Position Description:

This position is responsible for the investigation of allegations of abuse or neglect of children. The incumbents also perform case management activities that support mitigation of the systemic family elements that have led to abuse or neglect of children. A significant component of the job includes reporting to the Plumas County Superior Court regarding the status of families who have had children removed from their care and custody. There is typically a significant amount of interaction with community based partner organizations that work with the Department towards goals associated with strengthening families.

Funding Sources:

The funding to support these positions comes from federal pass through dollars and county 1991 and 2011 Realignment dollars. There is no cost to the County's General Fund associated with these positions.

Position Classification: Office Assistant III

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description: This position is responsible for clerical support provided to the Employment and Financial Services Division. The incumbent performs a variety of more difficult and complex clerical work including sorting through new and updated forms used to determine initial and continuing eligibility for public assistance benefits; preparing case files and keeping such files properly organized and maintained; keeping procedural binders up to date; organizing and sorting client mail; and, preparing form letters and other documents for use by the eligibility and the employment and training staff.

Funding Sources: The funding to support this position comes from federal pass through dollars, the State General Fund and county Realignment dollars. There is no cost to the County General Fund associated with this position.

Reason for the Vacancy: This position is vacant because the prior incumbent, Kristie Vineyard, was promoted to a vacant Benefits Assistance Counselor I/II position.

Position Classification: Benefits Assistance Counselor (BAC) I/II

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description:

This position is primarily responsible for performing eligibility determinations for the Medi-Cal, CMSP and CalFresh (Foodstamp) programs. Eligibility determinations for the Medi-Cal and CMSP programs are critical to the mission of assuring that county citizens who do not have medical insurance or another payer for health care services have access, to the extent that they are eligible, to the State Medi-Cal and County CMSP programs. This also helps to assure that hospitals that are required by law to serve poor and indigent county residents receive payment for the services they provide. Eligibility determinations for the CalFresh (Foodstamp) program are a state mandated activity.

Funding Sources: Medi-cal is entirely funded by State General Fund and federal pass through dollars. There is a small apportionment of Realignment dollars that is part of the funding mix for this position, generally 15% of the cost of time spent performing CalFresh (Foodstamp) eligibility determinations. As is explained below, there are potential Realignment funding implications *when the position is left empty*.

Special Considerations: Department of Social Services funding mechanisms are structured on a very specific cost allocation plan that generates the distribution of fixed overhead costs based on filled positions. To the extent that a position is not filled, the fixed overhead costs redistribute themselves in uncontrolled and unpredictable ways adding unanticipated costs to other program areas particularly to program areas that contain Realignment dollars in their cost structure. It is in the County's best interests to avoid such a scenario.

Reason for the Vacancy: The reason for this vacancy is because the prior incumbent was resigned.



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: APRIL 22, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES 

SUBJ: BOARD AGENDA ITEM FOR MAY 7, 2013

RE: REQUEST TO FILL VACANT POSITION: PRINCIPAL STAFF SERVICES ANALYST

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacant Principal Staff Services Analyst (formerly Staff Services Manager) position as soon as administratively possible.

Background and Discussion

The Department of Social Services has experienced a vacancy at the Principal Staff Services Analyst (formerly Staff Services Manager I) level. As the Board is already aware, the vacancy has occurred due to the unexpected passing of the prior incumbent, Betty Cortez.

As is shown in more detail on the attached Table of Organization and in the attached Position Classification Form, the Principal Staff Services Analyst is the manager for the Fiscal and Administrative Services Division of the Department of Social Services. The position carries significant responsibilities connected with budget development for our state funding sources, preparation of the quarterly County Expense Claim (CEC) and development of the annual county budget.

Financial Impact

The position is fully budgeted for the current year. Funding to support this position comes from federal, state and county 1991 Realignment dollars. There is no impact to the County General Fund.

Copies: DSS Management Staff

Enclosures (3)

Position Classification: Principal Staff Services Analyst

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes.

Fiscal, administrative and budget controls are mandated processes that are required by state law and regulation.

Position Description:

This is a mid management position with oversight responsibilities for the Fiscal and Administrative Support Division of the Department of Social Services. Please see attached Classification Description for additional information about this position.

Funding Sources:

The funding to support these positions comes from federal pass through dollars, state general fund and county realignment dollars. There is no cost to the County's General Fund associated with these positions.

PRINCIPAL STAFF SERVICES ANALYST

DEFINITION

Under general direction, manages and administers one or more department-wide staff services functions; plans, organizes, directs, and controls functional activities pertaining to general and fiscal services; performs highly advanced and complex analytical duties in support of the assigned function(s); and performs other work as required.

DISTINGUISHING CHARACTERISTICS

This is a highly advanced-level class in the professional Staff Services series. In a small department, incumbents may be responsible for managing and administering several staff services functions. In a larger department, incumbents are typically responsible for managing and administering a single, department-wide staff services function, depending on the size and scope of that function. In addition to managing and administering the assigned function(s), the incumbent also performs highly advanced and complex analytical work. Incumbents may supervise subordinate clerical, technical, and/or professional staff; however, supervision is not a distinguishing characteristic of this classification. Instead, positions are primarily characterized by their functional management responsibilities.

The Principle Staff Services Analyst classification is distinguished from the Staff Services Analyst III in that the latter describes a lead worker who does not manage or administer a major department-wide staff function. It is also distinguished from the Supervising Staff Services Analyst in that the latter is primarily a first level supervisor over a group of professional analyst staff. Finally, it is distinguished from the class of Staff Services Manager in that the latter describes an incumbent who serves as a second level professional supervisor and also has advanced management responsibility over multiple divisions and functions.

The Principal Staff Services Analyst differs from child support or social service program manager classifications in that incumbents in the former manage administrative rather than program-related functions pertaining to employment, eligibility, social services, or child support.

REPORTS TO

Social Services Director or Program Manager-Services-Asst. Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

Accountant Technician, Fiscal & Technical Service Assistant and various Office Staff.

PLUMAS COUNTY MENTAL HEALTH SERVICES


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



Kimball Pier, LMFT Director

DATE: APRIL 17, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: KIMBALL PIER, DIRECTOR MENTAL HEALTH DEPARTMENT 

SUBJ: BOARD AGENDA ITEM FOR MAY 7, 2013 AGENDA

RE: REQUEST TO FILL A VACANT FISCAL and TECHNICAL SERVICES ASSISTANT I/II POSITION IN THE DEPARTMENT OF MENTAL HEALTH

It is Recommended that the Board of Supervisors

Authorize the Department of Mental Health to fill a vacant Fiscal and Technical Services Assistant I/II position.

Background and Discussion

The Department of Mental Health has incurred a vacancy, to due a separation on April 16, 2013, at the Fiscal and Technical Services Assistant I/II level. This position is responsible for duties in the fiscal unit, under the supervision of the Fiscal Officer. With this position Mental Health performs customer contact, claims, and general clinic support to mental health services. This is a full-time, benefited position.

This recent turnover of personnel in the Fiscal and Technical Services Assistant I/II position is unable to be absorbed into the existing infrastructure of the Department, and this makes it essential that the Department move forward immediately to fill the vacant position.

Financial Impact

There are no General Fund dollars associated with this recommendation. The position is funded in the approved Department of Mental Health budget for FY 2012-2013. The department is requesting to maintain current staffing levels as budgeted.

Kimball Pier Director of Mental Health is requesting that the Board of Supervisors approve the Department to fill the vacant Fiscal and Technical Services Assistant I/II position, and authorize Human Resources to establish a hiring list.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Kimball C. Pier, Ph.D, LMFT, Director



DATE: April 26, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: KIMBALL C. PIER, DIRECTOR

A handwritten signature in black ink, appearing to be "K. Pier", written over the printed name.

SUBJ: BOARD AGENDA ITEM FOR MAY 7, 2013 AGENDA

RE: REQUEST TO FILL A VACANT MENTAL HEALTH THERAPIST I/II POSITION IN THE DEPARTMENT OF MENTAL HEALTH

It is Recommended that the Board of Supervisors

Authorize the Department of Mental Health to fill a vacant Mental Health Therapist I/II position.

Background and Discussion

The Department of Mental Health has an immediate need to fill an existing mental health therapist position due to the loss of a full time therapist that occurred in March of 2013. This position is responsible for providing assessment, diagnosis and treatment for mental health disorders; coordination of treatment with drug and alcohol treatment providers; with Plumas Unified School District, social services, Plumas County Sheriff's Department and with Plumas County Superior Court. This position is responsible for performing on-call and emergency response duties that are critical to public safety.

This recent turnover of personnel in the in the mental health to be absorbed into the existing infrastructure of the Department, and this makes it essential that the Department move forward immediately to fill the vacant position.

Financial Impact

There are no General Fund dollars associated with this recommendation as the position is funded in the approved Department of Mental Health budget for FY 2012-2013. The department is requesting to maintain current staffing levels as budgeted.

Other Agency Involvement

The Mental Health Department is requesting to fill this position to honor and fulfill the requirements of the MHP contract with the California Department of Health Care Services which mandates that we are adequately staffed to meet the needs of clients seeking mental health services.

Kimball C. Pier, Director of Mental Health is requesting that the Board of Supervisors approve the Department to fill the vacant Mental Health Therapist position, and authorize Human Resources to conduct recruitment.




GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

3F

Memorandum

DATE: April 17, 2013
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of May 7, 2013

It is recommended that the Board:

Approve supplemental budget request in the amount of \$9,999.00 for the Every 15 Minutes program to be held at Quincy High School.

Background and Discussion:

A \$9,999.00 supplemental budget is requested for each of the grant awards received by the Sheriff's Office to implement the Every 15 Minutes program. Expenditures for this program will be offset by revenue from the California Highway Patrol.

The Every 15 Minutes program is a two day event involving high school juniors and seniors that challenges them to think about drinking, personal safety, and the responsibility of making mature decisions concerning drinking and driving. This cooperative program involving schools, law enforcement, and the community is designed to prevent teenage drunk driving injuries and fatalities.

TRANSFER NUMBER
(Auditor's Use Only)

Date 4/11/2013

A.	<input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B.	<input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C.	<input type="checkbox"/>	Transfers to/from or new Fixed Asset, out of a 51XXX	Board
D.	<input type="checkbox"/>	Transfer within Department, except fixed assets, out of a 51XXX	Auditor
E.	<input type="checkbox"/>	Establish any new account except fixed assets	Auditor

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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

A) Supplemental budget for Every 15 Minutes program at Quincy High School

B) Agreement is for 01/01/13 - 06/30/13 and expenses will be incurred this fiscal year.

C) N/A

D) Grant award for Every 15 Minutes program

Approved by Department Signing Authority:

Rene Cowery

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

John M. Alb

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

SHORT FORM CONTRACT

(For agreements up to \$9,999.99)
STD. 210 (Revised 6/2003)

COPY

CONTRACT NUMBER

12C061112

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

94-6000528

REGISTRATION NUMBER

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:California Highway Patrol
Research and Planning Section
P. O. Box 942898
Sacramento, CA 94298-0001

FOR STATE USE ONLY

STD. 204 ☒ N/A ☐ ON FILE ☐ ATTACHED ☐ CERTIFIED SMALL BUSINESS
 CCCs ☒ N/A ☐ ON FILE ☐ ATTACHED ☐ CERTIFICATE NUMBER
☐ DVBE % ☒ N/A ☐ GFE
☐ Late reason
☐ Public Works Contractor's License
☒ Exempt from bidding SCM 5.80 B.3.b

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the State.

California Highway Patrol

CONTRACTOR'S NAME, hereafter called the Contractor.

Plumas County Sheriffs Office

2. The agreement term is from 1/1/2013 or upon approval to 6/30/20133. The maximum amount payable is \$ 9,999.99 pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ _____ (Attach list if applicable.)

4. Payment Terms (Note: All payments are in arrears.) ☒ ONE TIME PAYMENT (Lump sum) ☐ MONTHLY ☐ QUARTERLY☒ ITEMIZED INVOICE ☒ OTHER Contractor will invoice using the Agency Contract Claim for Reimbursement, Exhibit B

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

☒ ADDITIONAL PAGES ATTACHED

a. Contractor agrees to implement the Every 15 Minutes (E15M) program as outlined in Exhibit A, Program Specifications. The E15M is a two-day program focusing on teenagers, challenging them to think about drinking, driving, personal safety, the responsibility of making mature decisions and the impact their decisions have on family, friends, and many others. This is a cooperative program involving schools, law enforcement, and the community.

b. The proposed dates of the program at Quincy High School are May 22-23, 2013.

c. CHP reserves the right to cancel this agreement with thirty (30) days prior written notice.

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

☒ GTC*SF 610 ☐ GIA* _____ *If not attached, view at www.dgs.ca.gov/contracts/.☒ Other Exhibits (List) Exhibit A - Program Specifications, Exhibit B - Reimbursement Claim

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA

AGENCY NAME

California Highway Patrol

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

K. V. Smith, Commander

ADDRESS

P.O. Box 942898, Sacramento, CA 94298-0001

FUND TITLE

MV Acct State Trans

ITEM

2720-001-0044

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Plumas County Sheriffs Office

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

SHERIFF GREGORY J. HAGWOOD

ADDRESS

1400 E. Main Street
Quincy, CA 95971

FISCAL YEAR

12/13

CHAPTER

21

STATUTE

2012

OBJECT CODE

3061-215-70546

SIGNATURE OF ACCOUNTING OFFICER

D. Malins

DATE SIGNED

2/6/13

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



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

DATE: April 22, 2013

TO: The Honorable Board of Supervisors

FROM: John Cunningham
Building Official

SUBJECT: Discussion and possible direction to staff to initiate a Request for Proposals to abate public nuisance conditions on a privately owned parcel in Chilcoot.

Action for Consideration:

Discussion and possible direction to staff to initiate a Request for Proposals to abate public nuisance conditions on a privately owned parcel located in Chilcoot.

Background:

In August 2008, the Superior Court of Plumas County issued a Default Judgment (copy enclosed). In summary, this Judgment determined that the code violations on this parcel constituted a public nuisance, and directed the Defendants to abate a long list of conditions which rendered the property a public nuisance. The Judgment stated that if the Defendants failed to comply with any provision of the order within 30 days, the County is authorized to enter the property and abate the conditions that rendered the property a public nuisance and recover the costs for such removal and disposal from Defendant.

The subject parcel is a 5.2-acre vacant parcel located close to the eastern county boundary line south of Highway 70 (vicinity maps enclosed). Access to the parcel is via a dirt road. At the time of the Judgment, there were approximately 19 unregistered and/or inoperable vehicles scattered across the parcel. Also scattered across the parcel are random piles of junk. In the center of the parcel, an approximately 50 foot x 50 foot area is enclosed by an 8- to 10-foot-high "fence" constructed of metal garage door panels. The space within the enclosed area contains a few more vehicles and camper shells, with garbage and trash covering every square foot of area within the enclosed area, as well as overflowing from within the vehicles stored within the enclosed area. It is believed that two people lived in a camper shell located within the enclosed area.

Acting under the authority of the Judgment, in November 2009 the County removed the 19 inoperative vehicles that were outside of the enclosure. This was accomplished with little or no

direct cost to the County due to the relatively high price of scrap metal. The two people long believed to be living there appear to have since vacated the property, leaving behind garbage, trash, and junk. According to the adjacent property owners, the remaining garbage and trash lead to an infestation of rodents, which in turn have attracted large numbers of snakes. Photographs of the current condition of the property are attached.

The cost to abate this property is not known. The rough estimate of abatement is in the \$5,000 to \$10,000 range. While the County has the legal right to abate the conditions described in the Judgment and recover the cost of abatement from the Defendant, the County must incur the expense until the cost can be recovered by a lien against the property, provided the cost of abatement does not exceed the value of the property at a lien sale. Since abatement expense is not a line item in the current County budget, Contingences would appear to be the only source from which to pay the cost to abate.

Parcel Specifications & Data:

- 51 Conestoga Drive
Chilcoat, CA
APN: 010-230-016
- 5.22 acre vacant lot
- Vicinity map enclosed, along with Google Earth views of subject parcel
- Property Tax Assessment:
 - Total \$34,611
 - Land \$21,877
 - Improvements \$12,734
 - Septic system and well
- Parcel has default taxes and will become subject to tax sale June 2013. The Treasurer-Tax Collector intends to set the minimum bid at \$5,000.

DENNIS M. COTA, Bar No. 127992
Interim County Counsel
DEREK P. COLE, Bar No. 204250
Interim Deputy County Counsel
CHRISTOPHER J. CONANT, Bar No. 244597
Interim Deputy County Counsel
Office of the County Counsel
County of Plumas
520 Main Street, Room 302
Quincy, CA 95971
Telephone: (530) 283-6240
Facsimile: (530) 283-6116

Attorneys for Plaintiff County of Plumas

Exempt from Filing Fees Pursuant to
Government Code Section 6103

ENDORSED
Plumas Superior Court

AUG 11 2008

DEBORAH NORRIE,
Clerk of the Court

By P. Marchetti
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLUMAS

COUNTY OF PLUMAS, a political
subdivision of the State of California,

Plaintiff,

v.

MARCIA DOERR as trustee of the HRS
TRUST, HRS TRUST, JACK REED, VICKY
REED, STEVE WILLARD and, DOES 1
through 20, inclusive,

Defendants.

Case No. 27743

~~PROPOSED~~ DEFAULT JUDGMENT
AGAINST ALL DEFENDANTS

[PROPOSED] DEFAULT JUDGMENT

Having considered all the evidence set forth by Plaintiff County of Plumas ("County") in its Request for Default Judgment and the accompanying Declarations and Exhibits, the Court determines that the County is entitled to a Default Judgment in this matter against Defendants Marcia Doerr as trustee of HRS Trust, HRS Trust, Jack Reed, Vicky Reed, and Steve Willard ("Defendants").

Accordingly, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Defendants, and each of them, and their agents, lessees, tenants, employees, representatives, successors in interest, and all persons acting under, in concert with or for them are PERMANENTLY ENJOINED from:

a. Allowing more than one unregistered and/or inoperable vehicles kept on the property;

b. Storing, keeping, or allowing accumulating trash, junk, debris and similar discarded items on the property;

c. Storing, keeping or allowing accumulating salvage materials, scrap and similar items in excess of 200 square feet on the property;

d. Allowing the accumulation of brush and vegetation due to land clearing on the property; and

e. Occupying the recreational vehicles on the property until 12:01 a.m. on January 1, 2009, at which times the recreational vehicles may be reoccupied for periods not exceeding 17 days in each 30-day calendar period if no lawfully permitted and approved water supply system is installed and for a maximum of 120 cumulative days in the 2009 calendar year.

2. Defendants, and each of them, and their agents, lessees, tenants, employees, representatives, successors in interest, and all persons acting under, in concert with or for them are hereby ORDERED to:

a. Immediately cease storing or keeping, or permitting others to store or keep, unregistered and/or inoperable vehicles at the subject property;

{RRJ/00004337.}

1 b. Provide to County Code Enforcement proof of lawful disposal of all
2 unregistered and/or inoperable vehicles kept at the subject property, such evidence to be in the
3 form of sale documents, title transfer documents (i.e., pink slips and notices of release of
4 liability), disposal receipts, towing receipts, dismantler acceptance documentation or dismantler
5 certificates. To the extent unregistered vehicles become registered, then Defendants shall provide
6 evidence of proper registration;

7 c. Under proper permit, remove all electrical sub-panels from the
8 deteriorating electrical service structure and relocate them to approved locations and installations;

9 d. Under proper permit, remove all above ground wiring between the well
10 controller panel, pressure switch and well, and reinstall using approved methods and materials;

11 e. Under proper permit, dismantle, demolish, or otherwise remove all water
12 service lines and installations and electrical service or supply lines installed without permit or
13 inspection, with such removal subject to inspection for adequacy and completeness and with all
14 resulting trash, refuse and debris removed from the property and disposed of in a lawful manner,
15 or sever all water and electrical installations located on the subject property, and,

16 i. submit completed applications and obtain the plumbing permit for
17 any water piping and related devices;

18 ii. submit completed applications and obtain Department of
19 Environmental Health approval for any potable water supply system components which connect
20 to any water storage tank or to water systems components;

21 iii. expose all retained underground or concealed water piping, devices
22 and assemblies for inspection for compliance with all applicable codes;

23 iv. expose all retained underground or concealed electrical wiring,
24 conduit, connectors, junctions and other related electrical elements for inspection for compliance
25 with all applicable codes;

26 v. submit all new and retained installations to all inspections required
27 to determine compliance with this order and applicable codes and make all modifications required
28 to correct any code deficiencies identified by County staff.

1 f. Demolish completely the enclosure fence made of garage doors, with all
2 resultant debris removed from the property for lawful disposal, with receipts for disposal
3 submitted to the County's Code Enforcement department. Salvage from the demolition may only
4 be retained on the property and disposed of in a lawful manner.

5 g. All accumulated trash, debris, junk, garbage and similar discarded items
6 must be removed from the property and disposed of in a lawful manner, with receipts for disposal
7 submitted to the County's Code Enforcement department.

8 h. All salvage materials, scrap and similar items in excess of 200 square feet
9 must be removed from the property for lawful storage or disposal.

10 i. All accumulations of brush and vegetation from land clearing must be
11 disposed of in a lawful manner.

12 j. Occupancy of the recreational vehicles on the property shall be terminated
13 until 12:01 a.m. on January 1, 2009, at which time the recreational vehicles may be reoccupied
14 for periods not exceeding 17 days in each 30-day calendar period if no lawfully permitted and
15 approved water supply system is installed and for a maximum of 120 cumulative days in the 2009
16 calendar year. Further periods of recreational vehicle occupancy shall not exceed 120 days in any
17 calendar year even if both an approved septic system and an approved water system are installed,
18 or increments of 17 days in each 30-day calendar period if both such approved septic and water
19 systems are not installed.

20 3. It is hereby declared that Defendants' code violations constitute a public nuisance.

21 4. County shall be entitled to recover from Defendants its costs associated with
22 inspection of the subject property, its costs associated with enforcement of the code sections
23 violated by Defendants, and its attorneys' fees and costs incurred in bringing this action pursuant
24 to Plumas County Code section 9-2.1204.

25 5. If Defendants fail to comply with any provision included in this Order within 30
26 days from the date this Default Judgment is issued, the County is authorized to enter the subject
27 property, remove all but one unregistered and/or inoperable vehicles, and all trash, debris, scrap,
28 junk, cleared vegetation or brush, and to dispose of the junk and rubbish and all vehicles and

1 recover the costs for such removal and disposal from Defendant. Further, the County shall be
2 authorized to enter the subject property and abate all violations of the Plumas County Code,
3 Building Code, and California Health & Safety Codes, as specified in the County's First Amended
4 Complaint in this action.

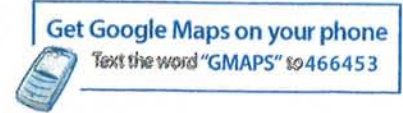
5
6 Dated: AUG 11 2008

JANET HILDE

Judge of the Superior Court



Address 51 Conestoga Dr
Chilcoat, CA 96105



Vicinity Maps

PLUMAS
LASSED
COUNTY
LINE

70

51 Conestoga Dr, Chilcoo

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Google

433 ft

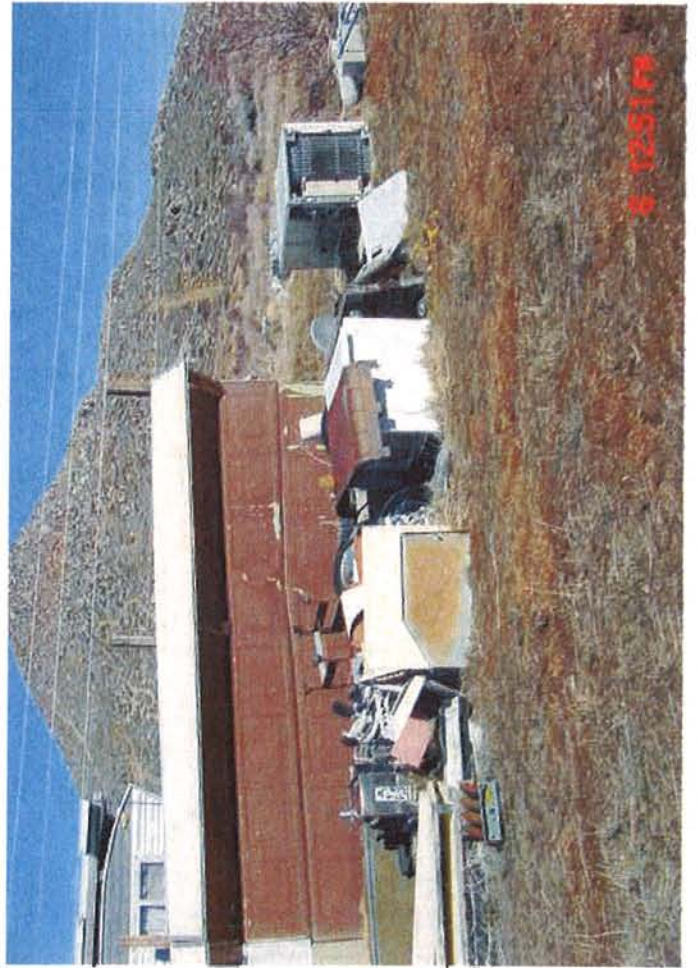
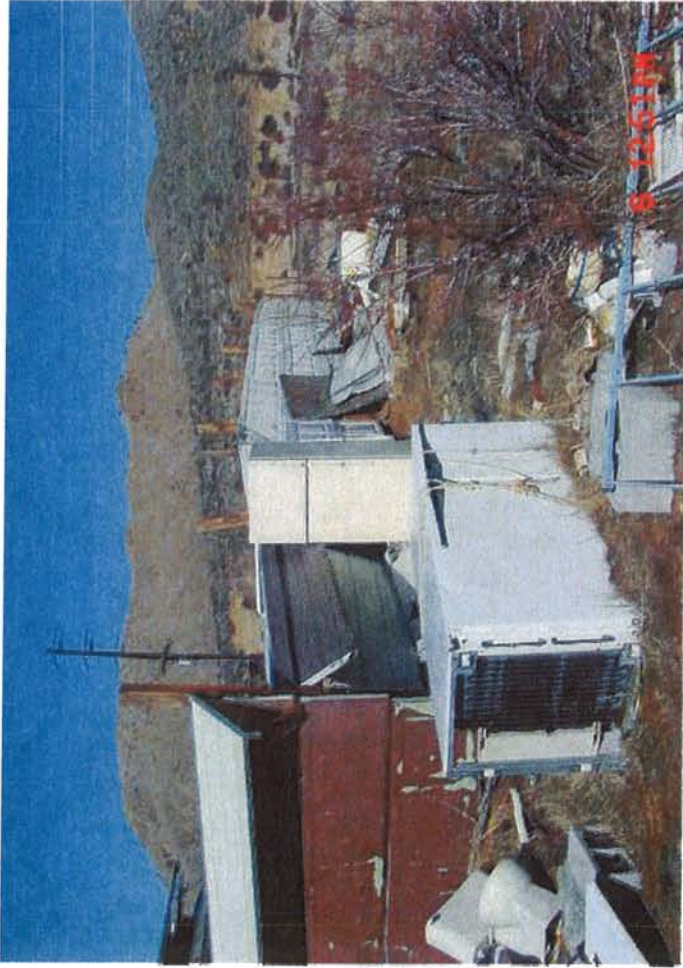
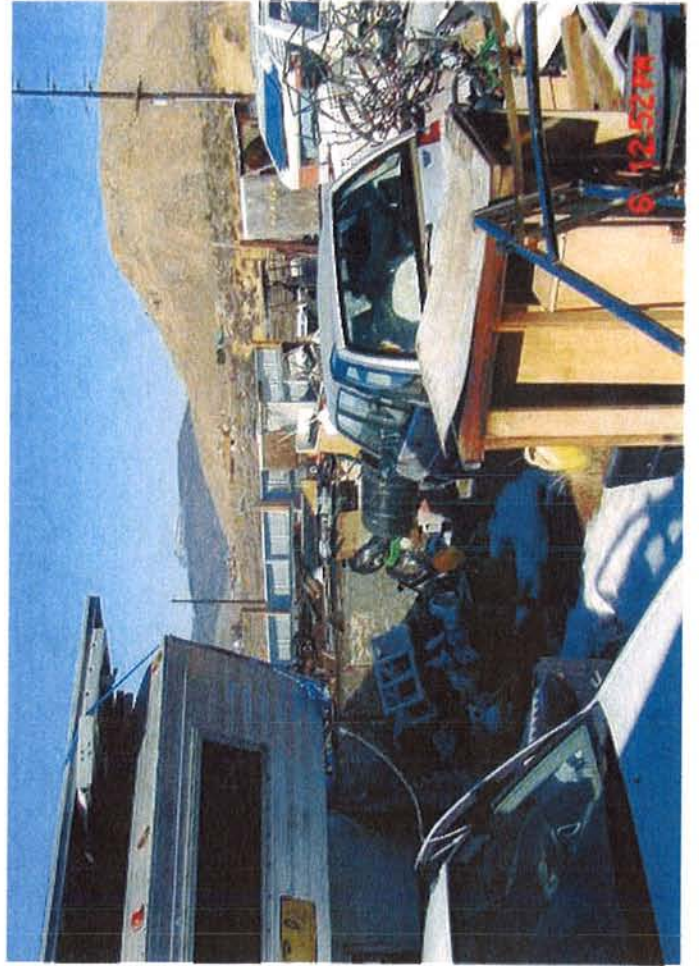
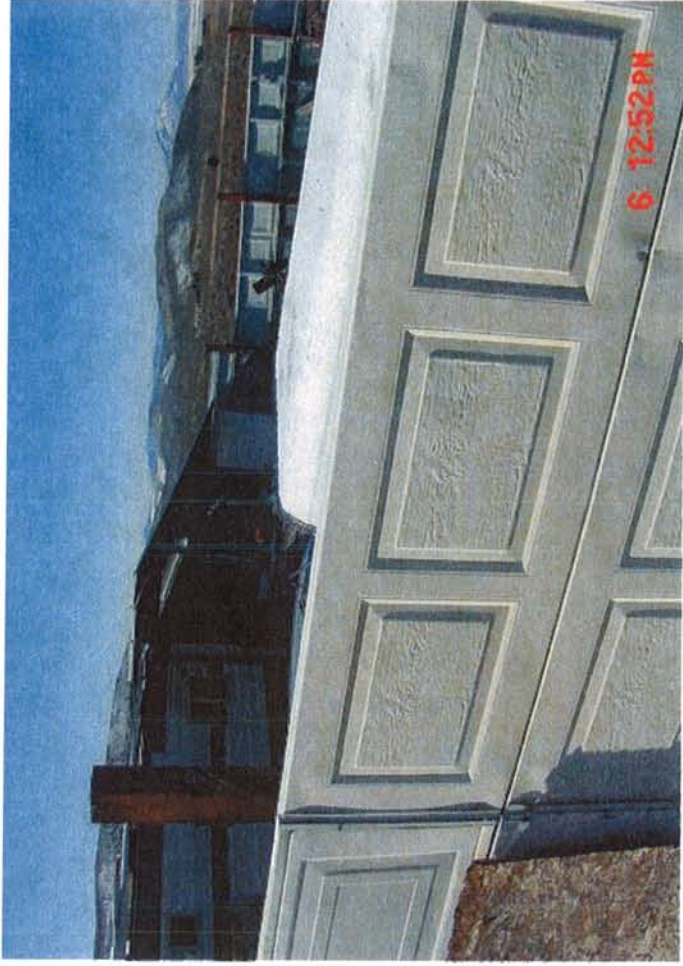
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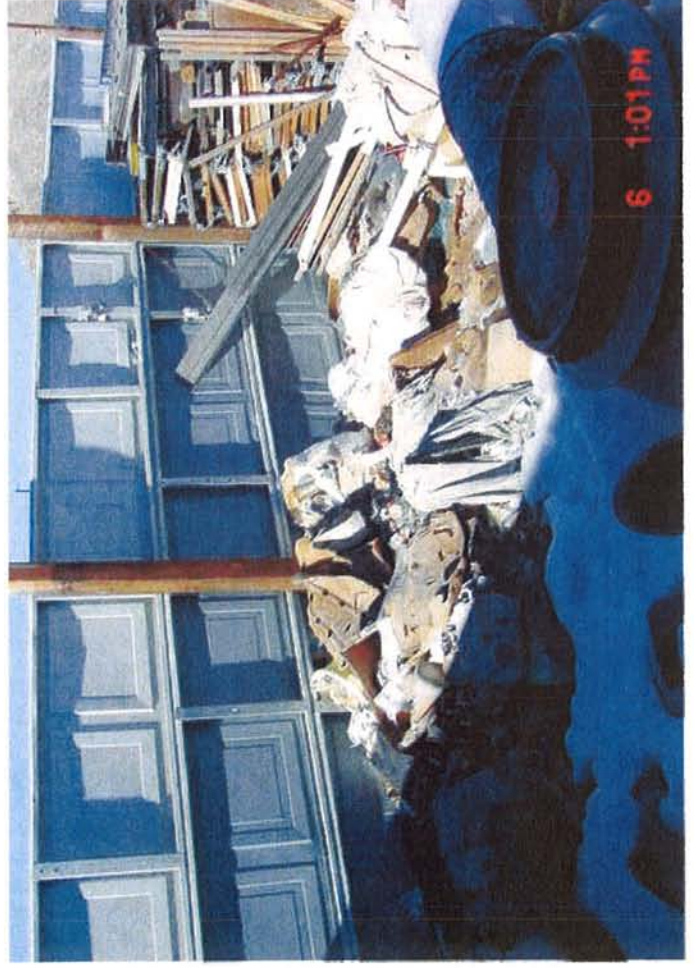
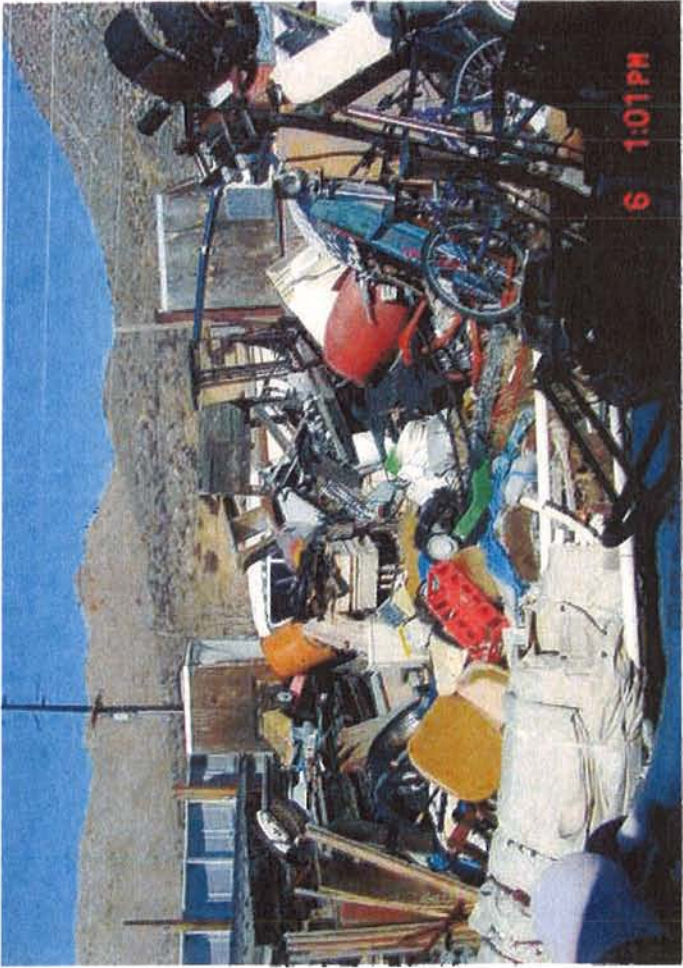
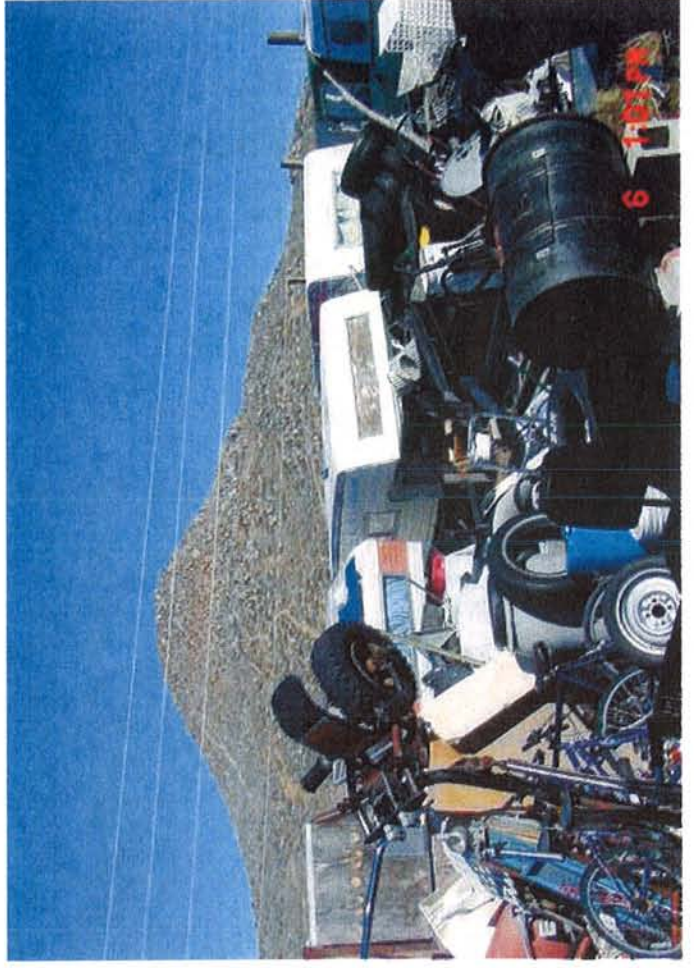
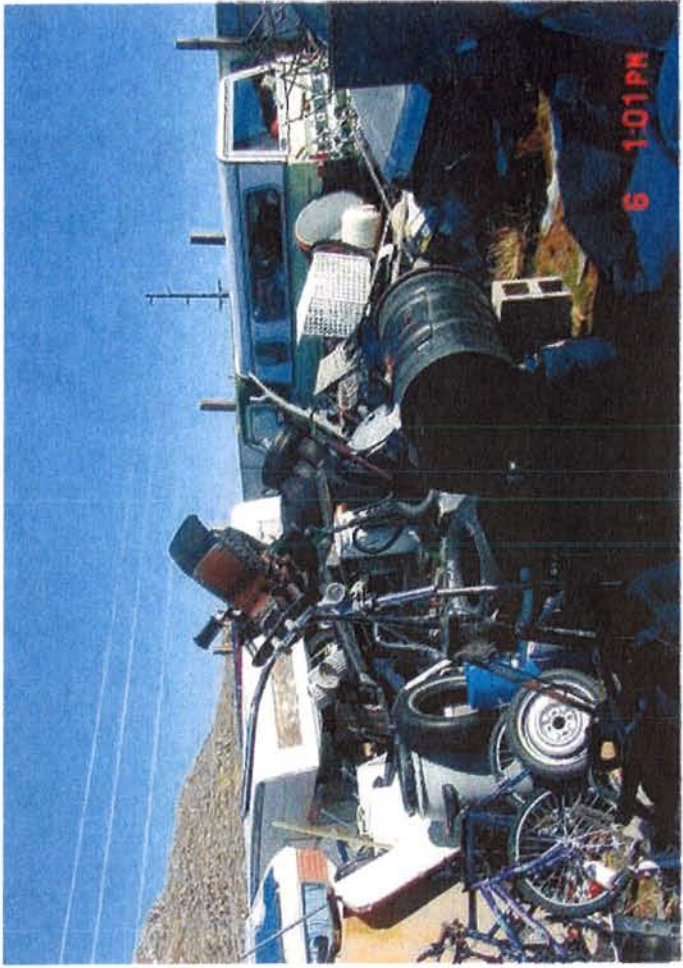
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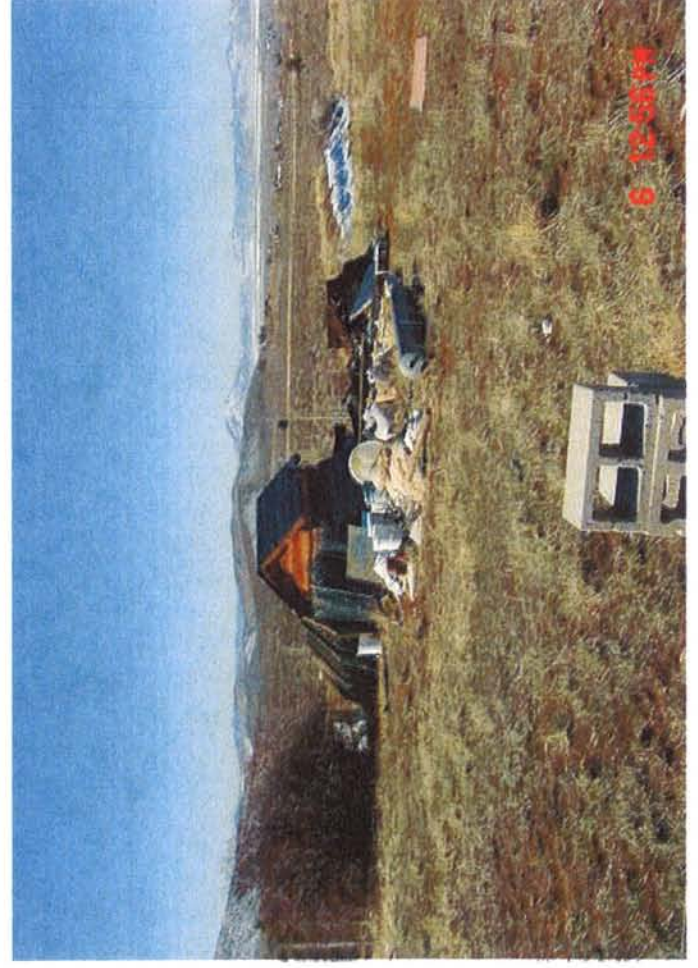
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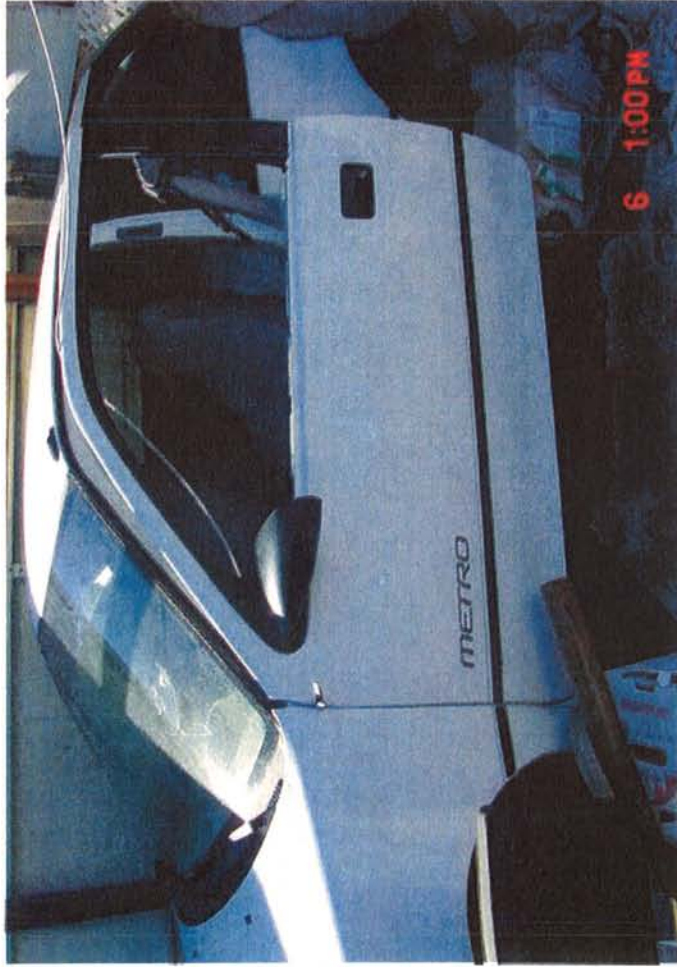
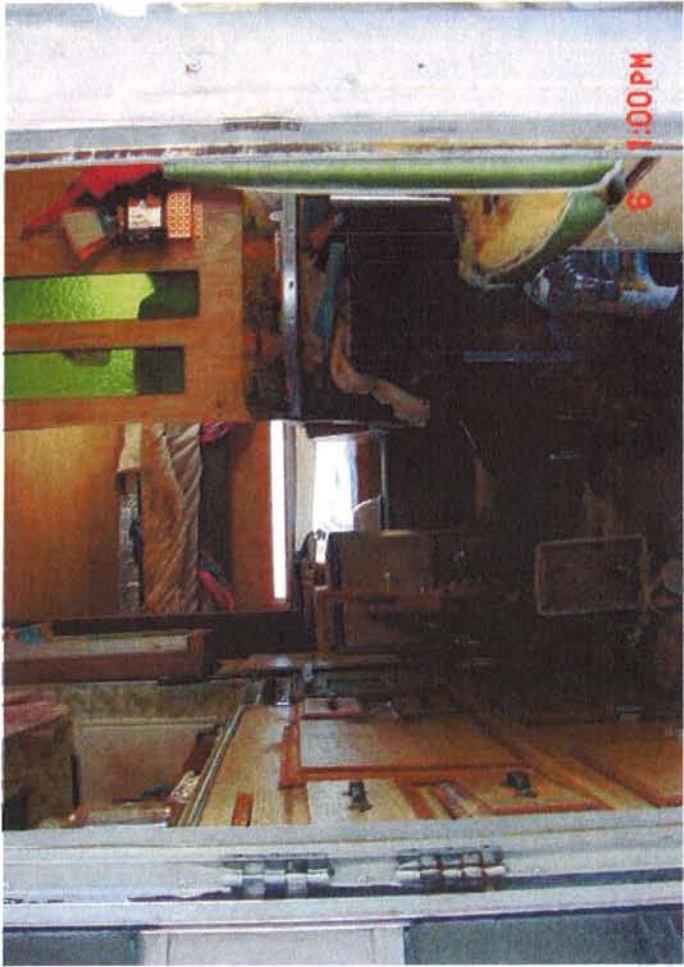














PLUMAS COUNTY PROBATION DEPARTMENT

SHARON L. REINERT

CHIEF PROBATION OFFICER

270 County Hospital Road, Ste. 128., Quincy, CA 95971

(530) 283-6200 Fax (530) 283-6165

34

DATE: May 7, 2013

TO: The Honorable Board of Supervisors

FROM: Lori Beatley, Acting Chief Probation Officer *Monica Richardson for*

SUBJECT: Intra-Departmental Budget Transfers

Recommendation:

Approve Probation Department budget transfer requests within General Fund, 20400, from Regular Wages to Other Wages and FICA/Medicare for \$6,498.00 and Youthful Offender Block Grant, 20415, from Software License to Other Wages and FICA/Medicare for 662.00.

Background:

The Probation Department had to use temporary, extra help to cover the voluntary termination of administrative staff and a medical leave to continue to with daily business and the Girls Circle program. There are sufficient funds in Regular Wages due to the loss of permanent staff and savings in Software License thanks to other one-time grant funding coverage of those expenses.

The transfers have been reviewed by the Auditor.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: PROBATION Dept. No: 20400 Date 5/7/2013

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
 B. ☐ Supplemental Budgets (including budget reductions)
 C. ☐ Transfers to/from or new Fixed Asset, out of a 51XXX
 D. ☒ Transfer within Department, except fixed assets, out of a 51XXX
 E. ☐ Establish any new account except fixed assets

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20400	51000	Regular Wages	6,498.00
Total (must equal transfer to total)				6,498.00

☒ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20400	51020	Other Wages	6,036.00
0001	20400	51100	FICA/Medicare	462.00
Total (must equal transfer to total)				6,498.00

RECEIVED

APR 17 2013

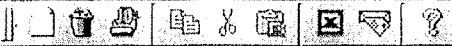
Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

Auditor's/Backup

Expenditure Budgets - PLUMAS COUNTY - FINPLUS DB

File Edit Tools Favorites Help



Date: 04/16/2013

Through Period: 10

Selection Criteria

Year: FUND:

DEPT/FUND: FUNCTION:

Account: ACTIVITY:

Budget Control DEPT/FUND: DEPT/FUND(T):

Budget Control Account:

Status:

Find

Advanced

Year	Budget	Title	Account	Account Title	Budget	Period Exp	YTD Expense	Balance
13	20400	PROBATION	51000	REGULAR WAGES	557858.00	16320.17	406883.53	150974.47
13	20400	PROBATION	51020	OTHER WAGES	33200.00	1344.42	25312.72	7887.28
13	20400	PROBATION	51040	HOLIDAY PAY	0.00	0.00	0.00	0.00
13	20400	PROBATION	51060	OVERTIME PAY	25000.00	806.95	20076.82	4923.18
13	20400	PROBATION	51070	UNEMPLOYMENT INSURANCE	4784.00	1262.36	4768.93	15.07
13	20400	PROBATION	51080	RETIREMENT	93995.00	2916.16	67496.75	26498.25
13	20400	PROBATION	51090	GROUP INSURANCE	134896.00	4988.62	97301.55	37594.45
13	20400	PROBATION	51100	FICA/MEDICARE OASDI	47525.00	1438.10	34520.14	13004.86
13	20400	PROBATION	51110	COMPENSATION INSURANCE	20102.00	0.00	5469.05	14632.95
13	20400	PROBATION	51120	CELL PHONE ALLOW	480.00	10.00	360.00	120.00
13	20400	PROBATION	51121	BOOT ALLOWANCE	0.00	0.00	0.00	0.00
13	20400	PROBATION	51150	LIFE INSURANCE	322.00	14.24	270.56	51.44
13	20400	PROBATION	520103	HATS/CAPS	110.00	0.00	0.00	110.00
13	20400	PROBATION	520104	SHIRTS/T'S/SWEATS	500.00	0.00	0.00	500.00
13	20400	PROBATION	520200	COMMUNICATIONS	0.00	0.00	0.00	0.00
13	20400	PROBATION	520201	PHONE - LAND LINE (S)	6500.00	219.34	2526.25	3973.75
13	20400	PROBATION	520202	CELL PHONE SERVICE	0.00	0.00	0.00	0.00
13	20400	PROBATION	520205	PAGER SERVICE	0.00	0.00	0.00	0.00
13	20400	PROBATION	520210	POSTAGE/SHIP, MAIL COST	500.00	7.74	146.38	353.62
13	20400	PROBATION	520220	PAPER/PAPER SUPPLIES	0.00	0.00	0.00	0.00
13	20400	PROBATION	520221	ENVELOPES	0.00	0.00	0.00	0.00
13	20400	PROBATION	520227	FOLDERS/FILES/BINDERS	0.00	0.00	0.00	0.00
13	20400	PROBATION	520230	COPY CHARGES	0.00	0.00	0.00	0.00
13	20400	PROBATION	520233	PRINTING SVC/CHRG	100.00	0.00	87.95	12.05
13	20400	PROBATION	520250	COPY MACHINE LEASE	4250.00	1051.54	4199.87	50.13
13	20400	PROBATION	520300	FOOD	50.00	0.00	0.00	50.00
13	20400	PROBATION	520407	REFUSE DISPOSAL	500.00	39.06	390.60	109.40
13	20400	PROBATION	520410	SOFTWARE LICENSE	2500.00	0.00	0.00	2500.00
13	20400	PROBATION	520901	OFFICE EQUIP MAINTENANCE	0.00	0.00	0.00	0.00
13	20400	PROBATION	520902	VEHICLE MAINTENANCE	3000.00	57.50	1175.04	1824.96
13	20400	PROBATION	520940	SAFETY EQUIPMENT/EXPENSE	4000.00	0.00	0.00	4000.00
13	20400	PROBATION	521100	BADGES	100.00	0.00	0.00	100.00
13	20400	PROBATION	521107	PRE-EMPLOYMENT COSTS	5600.00	0.00	0.00	5600.00
13	20400	PROBATION	521231	COMPUTERS<1500.00	0.00	0.00	0.00	0.00
13	20400	PROBATION	521300	MAINT. BUILDINGS & GROUND	100.00	0.00	1.92	98.08
13	20400	PROBATION	521600	MEMBERSHIPS/ANNUAL DUES	1650.00	0.00	1626.00	24.00
13	20400	PROBATION	521750	FITNESS & WELNESS	0.00	0.00	0.00	0.00
13	20400	PROBATION	521800	OFFICE EXP	1800.00	0.00	1174.35	625.65
13	20400	PROBATION	521900	PROFESSIONAL SVC	500.00	0.00	0.00	500.00

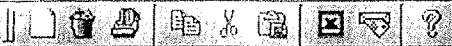
66 match(es) found

Totals:

Budget: 1,075,053.00 Period Exp: 32,300.72 YTD Expense: 706,446.87 Encumbrance: .00 Balance: 368,606.13

Expenditure Budgets - PLUMAS COUNTY - FINPLUS DB

File Edit Tools Favorites Help



Date: 04/16/2013

Through Period: 10

Selection Criteria

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Budget Control Account	<input type="text"/>		
Status	<input type="text"/>		

Find

Advanced

Year	Budget	Title	Account	Account Title	Budget	Period Exp	YTD Expense	Balance
13	20400	PROBATION	520230	COPY CHARGES	0.00	0.00	0.00	0.00
13	20400	PROBATION	520233	PRINTING SVC/CHRG	100.00	0.00	87.95	12.05
13	20400	PROBATION	520250	COPY MACHINE LEASE	4250.00	1051.54	4199.87	50.13
13	20400	PROBATION	520300	FOOD	50.00	0.00	0.00	50.00
13	20400	PROBATION	520407	REFUSE DISPOSAL	500.00	39.06	390.60	109.40
13	20400	PROBATION	520410	SOFTWARE LICENSE	2500.00	0.00	0.00	2500.00
13	20400	PROBATION	520901	OFFICE EQUIP MAINTENANCE	0.00	0.00	0.00	0.00
13	20400	PROBATION	520902	VEHICLE MAINTENANCE	3000.00	57.50	1175.04	1824.96
13	20400	PROBATION	520940	SAFETY EQUIPMENT/EXPENSE	4000.00	0.00	0.00	4000.00
13	20400	PROBATION	521100	BADGES	100.00	0.00	0.00	100.00
13	20400	PROBATION	521107	PRE-EMPLOYMENT COSTS	5600.00	0.00	0.00	5600.00
13	20400	PROBATION	521231	COMPUTERS<1500.00	0.00	0.00	0.00	0.00
13	20400	PROBATION	521300	MAINT. BUILDINGS & GROUND	100.00	0.00	1.92	98.08
13	20400	PROBATION	521600	MEMBERSHIPS/ANNUAL DUES	1650.00	0.00	1626.00	24.00
13	20400	PROBATION	521750	FITNESS & WELNESS	0.00	0.00	0.00	0.00
13	20400	PROBATION	521800	OFFICE EXP	1800.00	0.00	1174.35	625.65
13	20400	PROBATION	521900	PROFESSIONAL SVC	500.00	0.00	0.00	500.00
13	20400	PROBATION	523670	REF MANUAL/LAW/CODE BOOK	510.00	0.00	444.66	65.34
13	20400	PROBATION	523710	ANNUAL PUB/REF MANUALS	0.00	0.00	0.00	0.00
13	20400	PROBATION	524207	STORAGE SPACE RENT	480.00	0.00	0.00	480.00
13	20400	PROBATION	524220	BULLET PROOF VESTS	0.00	0.00	0.00	0.00
13	20400	PROBATION	524400	SPECIAL DEPARTMENT EXP	0.00	0.00	0.00	0.00
13	20400	PROBATION	524410	NON-EMPLOYEE INCENTIVE	0.00	0.00	0.00	0.00
13	20400	PROBATION	524490	CLOTHING-NON EMPLOYEE	0.00	0.00	0.00	0.00
13	20400	PROBATION	524803	DRUG TESTING	6200.00	0.00	2851.56	3348.44
13	20400	PROBATION	524804	DRUG TESTING SUPPLIES	200.00	0.00	171.84	28.16
13	20400	PROBATION	524870	TEST -EMPLEE MED/IMMUN	300.00	0.00	105.00	195.00
13	20400	PROBATION	525000	OVERHEAD	0.00	0.00	0.00	0.00
13	20400	PROBATION	525119	LIABILITY SELF-FND INS	3276.00	0.00	2131.91	1144.09
13	20400	PROBATION	527400	TRAVEL- IN COUNTY	2000.00	0.00	497.15	1502.85
13	20400	PROBATION	527430	TRAVEL - TRANSPORT	3000.00	84.66	972.73	2027.27
13	20400	PROBATION	527500	TRAVEL- OUT OF COUNTY	10000.00	412.78	2804.88	7195.12
13	20400	PROBATION	527501	TRAVEL - JUVENILE VISITS	2000.00	206.80	1213.84	786.16
13	20400	PROBATION	527503	TRAVEL - NEW EMP TRAINING	0.00	0.00	0.00	0.00
13	20400	PROBATION	527750	IN CNTY HOSTING	100.00	0.00	0.00	100.00
13	20400	PROBATION	527802	ELECTRIC CHARGES	4346.00	251.59	3224.98	1121.02
13	20400	PROBATION	527803	PROPANE/OTHR HEATING FUE	6316.00	868.69	4469.19	1846.81
13	20400	PROBATION	527807	WATER/SEWER CHARGES	850.00	0.00	604.50	245.50
13	20400	PROBATION	529921	FINGER PRINTING	240.00	0.00	32.00	208.00

66 match(es) found

Totals

Budget: 1,075,053.00 Period Exp: 32,300.72 YTD Expense: 706,446.87 Encumbrance: 00 Balance: 368,606.13

TRANSFER NUMBER
(Auditor's Use Only)

Date 5/7/2013

Board
Board
Board
Auditor
Auditor

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

Through Period: 8

Year	<input type="text"/>	FUND	<input type="text"/>
DEPT/FUND	<input type="text"/>	FUNCTION	<input type="text"/>
Account	<input type="text"/>	ACTIVITY	<input type="text"/>
		DEPT/FUND(T)	<input type="text"/>























Advanced

[illegible]

- Totals

Budget:	136,604.00	Period Receipts:	.00	YTD Receipts:	49,330.14	Receivables:	.00	Balance:	87,273.86
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File Edit Tools Favorites Help

Through Period: 10



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 Find☒ Advanced

Totals

Budget:	100,394.98	Period Exp:	2,133.97	YTD Expense:	55,602.29	Encumbrance:	.00	Balance:	44,792.69
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5A1

April 9, 2013

Ms. Sherrie Thrall
PO Box 368
Chester, CA 96020

RE: Sober Grad Night

Dear Ms. Thrall;

Once again the Chester High Sober Grad Committee will be offering a Sober Grad nite for the Chester High and Almanor High students. The fun, games and dancing will be the night of June 14th. We have reserved the Memorial Hall for this worthwhile event.

The fee for the use of the building is \$135.00 for the night. In the past, our Supervisor has been able to pay this fee out of a recreation fund and we would like to know if that would be a possibility again this year.

Sober Grad nite is funded by community donations and any money saved will be spent on prizes for the seniors.

Thank you so much for considering this request. We greatly appreciate everything you do for our community!

Sincerely,



Ellen Olah

Sober Grad Committee Member
PO Box 1264
Chester, CA 96020
258-4810
olahfamily@frontiernet.net

BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHERRIE THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JON KENNEDY, DISTRICT 5



May 07, 2013

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

**Subject: Caltrans Encroachment Permit Request
34th Annual Chester Classic Fun Run
July 04, 2013 at 8:30 a.m.**

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,

Terry Swofford, Chair

Cc: Plumas County Director of Public Works

BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHERRIE THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JON KENNEDY, DISTRICT 5



May 07, 2013

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

**Subject: Caltrans Encroachment Permit Request
Community Multisport Events
Tri Graeagle – August 31 – September 1, 2013**

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,

Terry Swofford, Chair

Cc: Plumas County Director of Public Works

BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHERRIE THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JON KENNEDY, DISTRICT 5



May 07, 2013

Department of Transportation (Caltrans)

Attn: Permits Engineer

1000 Center Street

Redding, CA 96001

Attention: Permits Engineer

**Subject: Caltrans Encroachment Permit Request
Mohawk Valley Stewardship Council
5th Summerfest Fund Raiser, June 30, 2013
White Sulphur Springs Ranch**

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,

Terry Swofford, Chair

Cc: Plumas County Director of Public Works

BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHERRIE THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JON KENNEDY, DISTRICT 5



May 07, 2013

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

**Subject: Caltrans Encroachment Permit Request
"Patriot 16" Bike Ride – Sunday, July 07, 2013
Mohawk Valley Independence Day
Fourth of July Festivities in Graeagle**

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,

Terry Swofford, Chair

Cc: Plumas County Director of Public Works




GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

5c

Memorandum

DATE: April 16, 2013
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of May 7, 2013

It is recommended that the Board:

Approve and sign the annual amendment to the Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Plumas National Forest, Exhibit B - FY 2013 Controlled Substance Annual Operating and Financial Plan - Plumas and Lassen National Forests in the amount of \$15,000.

Background and Discussion:

The Cooperative Law Enforcement Agreement between the Plumas County Sheriff's Department and the U.S. Department of Agriculture, Forest Service, Plumas National Forest #: 11-LE-11051360-206 is effective through September 30, 2015, at which time it will expire unless renewed. The purpose of this agreement is to maintain a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on national forest service lands and provide for reimbursement to the Sheriff for the services provided.

Exhibit B will be in effect from October 1, 2012 through September 30, 2013. Exhibit B is updated annually so that changes can be made if applicable to the funding allocation, reimbursement rates, etc. The USFS enters into an agreement with the Sheriff for controlled substance operations on National Forest System lands (Exhibit B). The USFS reimburses the Sheriff's Office for controlled substance operations performed under the agreement on National Forest System lands.



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: APRIL 26, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR AND PUBLIC GUARDIAN
DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

KIMBALL PIER, DIRECTOR
MENTAL HEALTH DEPARTMENT

SUBJ: BOARD AGENDA ITEM FOR MAY 7, 2013, CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN AN INTER-AGENCY
MEMORANDUM OF UNDERSTANDING COVERING PUBLIC
GUARDIAN SERVICES TO LANTERMAN-PETRIS-SHORT (LPS)
CONSERVATEES

It is Recommended that the Board of Supervisors

1. Approve an interagency memorandum of understanding between the Office of the Public Guardian and the Department of Mental Health governing the administration and payment for conservatorship services provided on behalf of Lanterman-Petris-Short conservatees.
2. Authorize the Director of the Department of Social Services (Public Guardian) and the Mental Health Director to sign the agreement.
3. Authorize the Department of Social Services (Public Guardian) and Mental Health to execute extensions of the agreement following the end of the current term subject to an agreement on terms and compensation.

Background and Discussion

The Plumas County Office of the Public Guardian and the County Department of Mental Health has maintained a continuing agreement providing for the administration of conservatorship services provided to Lanter-Petris-Short (LPS) conservatees. LPS conservatees are persons who have been determined to be gravely disabled due to a mental health condition diagnosed by a licensed mental health professional. A further determination must be made that due to this condition, the individual is not able to make

decisions for themselves that operate in their own best interests and that the individual is unlikely to ever recover from the diagnosed condition.

When there is no one else (a relative or close friend) who is willing or able to function as the substitute decision maker on such an individual's behalf, the County can petition for and the Superior Court can order that the individual becomes a public conservatee under the Office of the Plumas County Public Guardian.

Prior agreements covering these services were structured so that the Mental Health Department made an annual flat rate payment of \$15,000 for services provided under this arrangement. The Department of Mental Health and the Office of the Public Guardian have held meetings targeted to updating the prior agreement regarding LPS conservatees; to clarify the roles of the respective agencies and to update the compensation terms.

Those meetings have generated the agreement that is before your Board today for approval. Significant changes include moving the compensation provisions from a flat rate payment structure to a structure that is based on actual time reporting. Under this system, staff document actual time spent on activities related to all Public Guardian including LPS services. Actual time is then billed to Mental Health for these services.

Enclosed is the updated agreement which the Board is being asked to approve today.

Financial Impact

The revised agreement includes compensation provisions that provide a maximum of \$40,000 that can be billed to Mental Health. These funds come from 1991 Realignment dollars. There is no County General Fund contribution for the services provided under this agreement.

Other Agency Involvement

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

Copies: PCDSS Management Staff
 Kimball Pier, Mental Health Director

Enclosure



Donald Sawchuk
Director

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



Date: April 25, 2013

To: Honorable Board of Supervisors

From: Donald Sawchuk, Director

Subject: **Authorize and execute 30 Day Lease Termination Notice to Crescent Community Club of Crescent Mills (Lessor) by the County of Plumas (Lessee) with respect to a certain property located in Crescent Mills, California**

Recommendation

Authorize and execute a 30 Day Lease Termination Notice to Crescent Community Club of Crescent Mills (Lessor) by the County of Plumas (Lessee) with respect to a certain property located in Crescent Mills, California. Facility Service requests the County be relinquished of all possessory and other rights and obligations under the lease.

Background

Facility Services have been providing weekly grounds keeping service and paying a water bill for grounds watering for the Crescent Mills School Building and Park. This block of lots is deeded to Crescent Community Club of Crescent Mills and is used by Mountain Valley Child Development.

After examining all known records and with the assistance of County Counsel, the County of Plumas' only record of a lease agreement, with the owners of this property, had expired on June 30, 2005. From the expiry date of the lease to present, Facility Services has continued to provide ground maintenance and payment of the water bill for this property on a month to month basis without a break in service. No other agreement is know to be in existence for providing this continued service or obligation to the property except for the expired lease.

Facility Services and the County of Plumas have limited human and capitol resources for facility and property maintenance. It is important that these resources be allocated toward County owned facilities, public parks and campgrounds that serve community of the County of Plumas for the continued safe use and up keep of these properties. The property described in this memo is owned by Crescent Community Club of Crescent Mills and therefore should be maintained by the owner and not the County.



Donald Sawchuk
Director

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



Date: April 25, 2013

To: Honorable Board of Supervisors

From: Donald Sawchuk, Director

Subject: **Authorize and execute Site Access Agreement with Quincy Community Services District for permission to enter their property and remove the trees marked as air navigation hazards by the FAA**

Recommendation

Authorize and execute Site Access Agreement with Quincy Community Services District for permission to enter their property and remove the trees marked as air navigation hazards by the FAA

Background

The FAA completed an aeronautical study on Gansner Air Field, and made a determination regarding the impact to air navigation. The FAA uses a standard dimension chart found in "Federal Aviation Regulations (FAR Part 77) Obstructions to Navigation", which allows the FAA to identify potential aeronautical hazards in advance thus preventing or minimizing the adverse impacts to the safe and efficient use of navigable airspace

QCSD had originally denied Plumas County permission to cut down the "Obstructions to Navigations" in the form of "Hazard Trees" thus disregarding FAA regulations "FAR Part 77." In doing this, QCSD had accepted the liability for these trees.

QCSD has since signed the Site Access Agreement allowing Plumas County and the Authorized Contractor to remove the "Hazard trees" on QCSD property.

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



Donald Sawchuk
Director

DEPARTMENT OF FACILITY SERVICES

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



Date: April 29, 2013
To: Honorable Board of Supervisors
From: Donald Sawchuk, Director
Subject: **Authorize and execute First Amendment to the Reinard W. Brandley Consultant Services Agreement, Beckwourth-Nervino Airport, AIP 3-06-0020-09 due to additional engineering fees for extra work**

Recommendation

Authorize and execute First Amendment to the Reinard W. Brandley Consultant Services Agreement, Beckwourth-Nervino, Airport AIP 3-06-0020-09 due to additional engineering fees for extra work.

Background

The extra work performed by Reinard W. Brandley Engineers was for the recently completed Airfield rehabilitation project at Beckwourth Airport. The additional work and related fees for engineering have been approved, authorized for payment and included in the grant funds by the FAA representative.

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



Donald Sawchuk
Director

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

5E4



Date: May 1, 2013

To: Honorable Board of Supervisors

From: Donald Sawchuk, Director

Subject: **Authorize and execute construction contract with Hat Creek Construction and Materials, Inc., for airport pavement marking and rehabilitation project.**

Recommendation

Authorize and execute construction contract with Hat Creek Construction and Materials, Inc., for airport pavement marking and rehabilitation project.

Background

This project is funded and supported by the FAA through the Airport Improvement Program (AIP). The project identifier number is AIP 3-06-0040-15

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

1834 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323

Robert A. Perreault Jr., Director

Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

for the May 7, 2013 meeting of the Board of Supervisors

Date: April 29, 2013

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, appearing to read "Robert A. Perreault".

Subject: Caltrans' Relinquishment of Lands adjacent to County's Rocky Point Pit.

BACKGROUND:

The Department of Public Works has been coordinating with California Department of Transportation in order to acquire a portion of right of way along State Highway 70 north of the County's Rocky Point mine east of Portola. This acquisition is necessary to enable the Road Department to create and maintain stable slopes on the County's Rocky Point Pit in conformance with the requirements of the California Surface Mining and Reclamation Act. A project location map is attached as Exhibit A. Note: The attached Caltrans' right of way relinquishment map does not accurately portray current property owners. The Rocky Point Pit is located immediately south of the area to be relinquished and is presently owned by Plumas County.

On March 1, 2013, the Department of Public Works received a letter from the California Department of Transportation requesting adoption of a resolution accepting the relinquishment of these lands adjacent to the County's Rocky Point pit just east of Portola. A copy of this letter is attached as Exhibit B.

On April 10, 2013, the Plumas County Zoning Administrator found acceptance of these lands to be in conformance with the Plumas County General Plan. A copy of the Zoning Administrator's determination and associated findings is attached as Exhibit C.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Board of Supervisors agree to accept these lands by approving the attached resolution.

Attachments

RESOLUTION NO. _____

**RESOLUTION TO ACCEPT A PORTION OF RIGHT OF WAY ALONG STATE
HIGHWAY 70, ADJACENT TO THE COUNTY'S ROCKY POINT PIT**

WHEREAS, the County of Plumas, through its Department of Public Works, operates a gravel pit on land identified as APN 025-110-027; and,

WHEREAS, the State of California, Department of Transportation, is in possession of certain highway right of way in the County of Plumas, on State Highway 70 at Post Mile 78.2; and,

WHEREAS, said right of way is no longer needed for State highway purposes and the State of California desires to relinquish said right of way to the County of Plumas.

NOW, THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors agrees to accept said right of way as highlighted on the attached maps marked, EXHIBIT "A".

BE IT FURTHER RESOLVED, that that the Plumas County Board of Supervisors agrees to waive the 90-day notice period as provided for in Section 73 of the Streets and Highways Code.

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 16th day of April, 2013 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

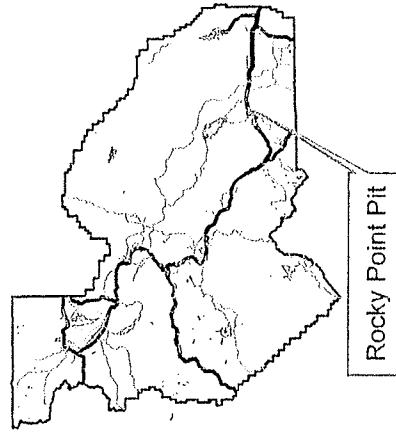
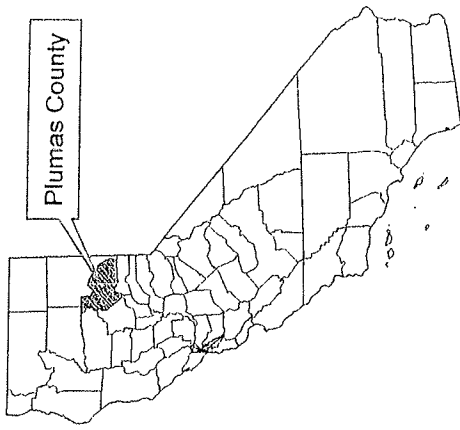
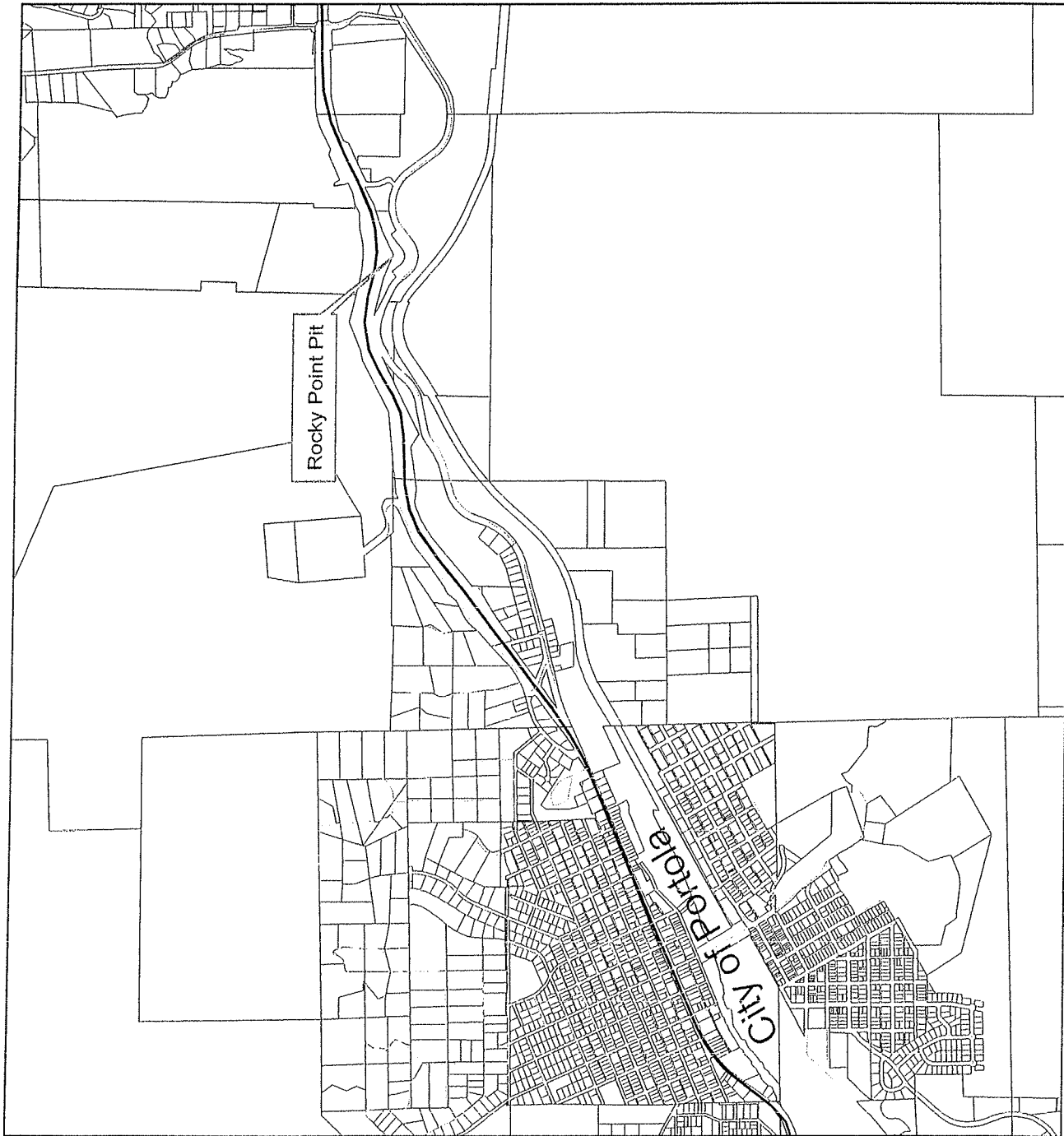


EXHIBIT A

DEPARTMENT OF TRANSPORTATION**DISTRICT 2**

1675 Riverside Dr.
REDDING, CA 96001
PHONE (530) 225-3420
FAX (530) 225-3021



*Flex your power!
Be energy efficient!*

CERTIFIED MAIL NO. 7007 0710 0003 1111 9714
RETURN RECEIPT REQUESTED

02-Plu.- State Highway 70
Relinquishment #10467

February 21, 2013

Plumas County Board of Supervisors
520 W. Main Street
Quincy, CA. 95971

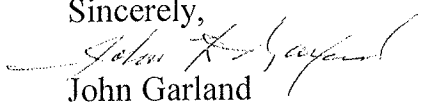
Dear Board Members:

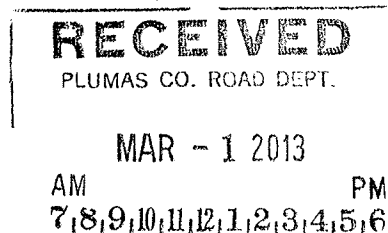
Enclosed are three copies of a proposed Plumas County Board of Supervisors Resolution and an Exhibit "A" map. These were prepared for Board execution to show the County of Plumas' willingness to accept, upon relinquishment, certain right of way on State Highway Route 70 at Post Mile 78.2.

If you concur with our proposal, please present the Resolution to the Plumas County Board of Supervisors for their consideration. The original and one copy of the executed Resolution should be returned to me.

Please contact this office if you have any questions regarding this Resolution.

Sincerely,


John Garland
Transportation Surveyor
Right of Way Engineering



PLUMAS COUNTY PLANNING & BUILDING SERVICES

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

www.plumascounty.us



April 3, 2013

By Randy Wilson, Plumas County Zoning Administrator *PW*

Request by the Plumas County Department of Public Works for General Plan consistency for the acquisition of a portion of right-of-way from the California Department of Transportation (CALTRANS). The right-of-way property has a General Plan Designation of Mining Resources and is Zoned Mining, SP-Scenic Road. Plumas County has a mine on the adjoining property, APN 025-110-027. This mine is permitted with an active Reclamation Plan. The purposed of this acquisition is to create and maintain slopes in conformance with the Surface Mining and Reclamation Act (SMARA). APN 025-110-027 has a General Plan Designation of Mining Resource is Zoned Mining, Sp-Scenic area.

Public Resources Code Section 65402 states:

65402. (a) If a general plan or part thereof has been adopted, no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof. The planning agency shall render its report as to conformity with said adopted general plan or part thereof within forty (40) days after the matter was submitted to it, or such longer period of time as may be designated by the legislative body.

The Plumas County Zoing Adminstrator finds that this acquisition is consistant with the Plumas County General plan because:

- A. The General Plan Designation of the right-of-way to be acquired is Mining Resource and the Zoning is Mining, SP-Scenic Road, which accommodates using the acquired property to maintain stable slopes in conformance with the Surface Mining and Reclamation Act.

EXHIBIT C

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PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Kimball C. Pier, Ph.D., LMFT, Director

DATE: April 26, 2013

TO: The Honorable Board of Supervisors

FROM: Kimball C. Pier, Director – Mental Health 

SUBJECT: Agenda item for Board of Supervisors for May 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 May 1, 2013 through June 30, 2018 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 199 pages including attachments; 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 \$8,113,337,000 that are directly used to provide mental health services to the most disabled individuals currently served by the Department.

Kimball C. Pier, 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.

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 May 1, 2013 Agreement #12-89384 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 May 2013, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chairperson, Board of Supervisors

ATTEST:

By:

Nancy L. DaForno
Clerk of the Board