



## BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF MAY 14, 2013 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### AGENDA

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

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

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

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

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



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

## STANDING ORDERS

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. 10:10 **FLOOD CONTROL & WATER CONSERVATION DISTRICT** – Robert Perreault
  - A. 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
  - B. Approve supplemental budget transfer of \$4,311 for receipt of refund from the State Water Resources Control Board; Water System Revenue Bond Cover

### **Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the County Service Area #12 Governing Board**

2. **COUNTY SERVICE AREA #12** – Robert Perreault  
Award contract for transit operations for the Plumas Transit Systems to Plumas Rural Services as recommended for a three year period beginning July 01, 2013; and authorize the Chair to execute the contract with Plumas Rural Services subject to approval by County Counsel

### **Adjourn as the County Service Area #12 Governing Board and reconvene as the Board of Supervisors**

3. **BOARD OF SUPERVISORS**  
**PUBLIC HEARING** – Pursuant to Ordinance 02-967 regarding "Outdoor Festivals", application received from Steve Emmerich for outdoor music festivals to be held in Twain, property owned by Delbert and Donna Lehr. Discussion and possible action to approve application for the following festival:
  - "The Bounce" – June 20-24, 2013

**4. DEPARTMENTAL MATTERS**

**A. HUMAN RESOURCES** – Gayla Trumbo

Adopt **RESOLUTION** to amend the Job Description of Lead Deputy Clerk-Recorder. **Roll call vote**

**B. DISTRICT ATTORNEY** – David Hollister

Approve Memorandum of Understanding between the Plumas Superior Court and the County of Plumas-District Attorney for Collaborative Justice Courts Substance Abuse Focus Grant Program, approved as to form by County Counsel; and approve supplemental budget of \$14,789 for FY 2012-2013 accordingly

**C. ENVIRONMENTAL HEALTH** – Jerry Sipe

Consider request to reorganize the Office of Emergency Services and the Environmental Health Division of the Public Health Agency into the Department of Emergency Management and Environmental Health; and appoint the current Director of Office of Emergency Services and Environmental Health to head the newly created Department. Discussion and possible action

**D. PUBLIC HEALTH AGENCY** – Mimi Hall

- 1) Receive report, discussion and possible action regarding the Infrastructure and Delivery of Alcohol and Other Drug Treatment Services
- 2) Adopt **RESOLUTION** amending the FY 2012-2013 County Personnel Allocation for Public Health Budget Unit 70560 and amend Job and Salary Classification to include new classifications (Substance Use Disorder Specialist I, Range 1773; and Substance Use Disorder Specialist II, Range 1955; and an Alcohol & Drug Program Clinician/Supervisor, Range 2691); direct Human Resources to begin recruitment; and authorize the Director of Public Health to hire above "Step B" for future recruitments and depending on qualifications of candidates. **Roll call vote**
- 3) Approve budget transfer of \$3,115 within Public Health Budget Unit 70560 to cover Other Wages for FY 2012-2013

**E. LIBRARY** – Lynn Sheehy

- 1) Approve budget transfer of \$4,000 from Regular Wages-51000 to Other Wages-51020 to cover costs for substitutes for the remainder of FY 2012-2013.
- 2) Approve supplemental budget of \$6,803 for receipt of funding from Plumas-Sierra Literacy Corporation to cover anticipated wages and supplies for FY 2012-2013

**F. FACILITY SERVICES** – Donald Sawchuk

- 1) Approve various budget transfers for Unemployment Insurance, Compensation Insurance, Life Insurance and Liability Insurance for the Department of Facility Services, County Parks, Greenville Town Hall, Portola Memorial Hall, Quincy Memorial Hall and Airports due to changes in the original budget amounts issued from the Auditor's Office for FY 2012-2013
- 2) Authorize the purchase of fixed assets (new commercial grade lawnmower) of \$18,473 to replace existing lawnmower; and approve budget transfer of \$3,600 within Department 20120 to cover costs. Discussion and possible action

**5. 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.

## **6. CONSENT AGENDA**

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

### **A. BOARD OF SUPERVISORS**

- 1) Approve request of Greenville High School to waive \$135 rental fee for use of the Greenville Town Hall for 2013 Sober Grad Night to be held on June 14<sup>th</sup>
- 2) Approve and authorize the Chair to execute letter to the Department of Transportation for encroachment permit (Community Multisport Events "Tour De Graeagle"— July 21, 2013)
- 3) Approve and authorize the Chair to execute Letter Agreement between County of Plumas and Sierra Buttes Trail Stewardship for the Bucks Lake Trail feasibility study. Approved as to form by County Counsel
- 4) Approve and authorize the Chair to execute Services Agreement between the County of Plumas and Sierra Buttes Trail Stewardship to fulfill all the requirements of the Feasibility Grant. Approved as to form by County Counsel

### **B. SHERIFF**

Authorize the Chair to execute contract extension with PTS Solutions, Inc. for comprehensive software platform for a fixed cost of \$36,761.91 per year for five years. Approved as to form by County Counsel

### **C. CHILD SUPPORT SERVICES**

Approve and authorize the Chair to execute one-year contract extension with Carroll A. Ragland for Child Support attorney services. Approved as to form by County Counsel

### **D. PUBLIC HEALTH AGENCY**

Approve payment of \$6,000 to the California Department of Alcohol & Drug for funds not used for the FY 2011 Friday Night Live activities

### **E. FACILITY SERVICES**

- 1) Adopt **RESOLUTION** authorizing the Department of Facility Services to Apply for Technical Assistance from the California Energy Commission through the Energy Partnership Program
- 2) Approve and authorize the Chair to execute Contract Addendum No. 3 for KJ's Cleaning Service for one year extension. Approved as to form by County Counsel

## **NOON RECESS**

### **7. 1:30 P.M. ENGINEERING – Robert Perreault**

**Bailey Creek Subdivision** – Deem Irrevocable Letter of Credit dated April 22, 2008 to be in default of \$165,666.62; and authorize the Chair and the County Engineer to submit a demand to the Rabobank, N.A. as assignee of the FDIC, acting as Receiver for the Butte Community Bank. Discussion, possible action and/or direction to staff

### **8. PUBLIC WORKS – Robert Perreault**

- A. Award contract to Greg Lopez Construction of \$3,936 for removal of trees at the Chester Transfer Station. Discussion and possible action
- B. Approve budget transfer of \$1,000 to cover staff time on Flood Control Capital Improvement Projects (Lake Davis Capital Improvement Project)

9. **SOLID WASTE** – Robert Perreault

- A. Accept and file report on CalRecycle's findings from the recent "Jurisdiction Review of the Plumas County Solid Waste program" for CY 2007-2011 as submitted
- B. Accept the CY 2012 annual, audited financial report of InterMountain Disposal, Inc.; and direct Public Works staff to prepare the necessary documents for revising the County Code and satisfying Proposition 218 requirements in order to implement a rate increase for the InterMountain Disposal solid waste franchise area. Discussion, possible action and/or direction to staff

**10. 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; Confidential Employees Unit

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, May 21, 2013, Board of Supervisors Room 308, Courthouse, Quincy, California.

*2013 "The Year of the Child"*

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

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



ROBERT A. PERREAULT Jr.  
Director of Public Works

JOE BLACKWELL  
DEPUTY DIRECTOR

## **CONSENT AGENDA REQUEST**

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

April 19, 2013

To: Honorable Board of Supervisors  
From: Robert Perreault, Director of Public Works  
Subject: Supplemental Budget for Flood Control

*Robert A. Perreault*  
CO-MANAGER, Flood Control District

### Background:

The Flood Control will be receiving a refund from the State Water Resources Control Board (SWRCB); Water System Revenue Bond Cover (2012) in the amount of \$4,311.00. This refund will help the current expenditure budget line item for Water Service Fee to overcome the January 2013 increase the SWRCB has imposed.

### Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors approve the attached Supplemental Budget.

RECEIVED

APR 18 2013

Auditors / Risk

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

**TRANSFER NUMBER**  
(Auditor's Use Only)

The reason for this request is (check one):		Approval Required
A.	<input type="checkbox"/>	Board
B.	<input checked="" type="checkbox"/>	Board
C.	<input type="checkbox"/>	Board
D.	<input type="checkbox"/>	Auditor
E.	<input type="checkbox"/>	Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

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

## TRANSFER TO OR

## **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

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.

RECEIVED

APR 18 2013

### Auditors / Risk

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.

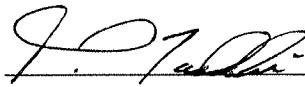
A) \_\_\_\_\_

B) \_\_\_\_\_

C) \_\_\_\_\_

D) Water System Revenue Bond Refund. This will help to offset the current (12/13) increase to the Water System Fee.

Approved by Department Signing Authority:

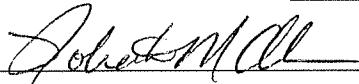


4/19/13

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:



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.

RECEIVED

APR 18 2013

2

## COUNTY SERVICE AREA # 12 PLUMAS COUNTY

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

### **AGENDA REQUEST**

for the May 14, 2013 Meeting of the Governing Board of CSA #12

Date: May 6, 2013

To: Honorable Governing Board

From: Robert Perreault, Director of Public Works and Interim Executive  
Director of the Plumas County Transportation Commission

Subject: Award of Contract for Transit Operations – Plumas Transit Systems;  
discussion, possible action and possible direction to staff.

*Robert A. Perreault*

#### **Background:**

Pursuant to direction by the Governing Board on January 29, 2013, Public Works staff immediately drafted a Request for Proposals (RFP) that addressed the concerns of Caltrans and federal transit agency. On March 8, 2013, the RFP was made widely available to the public and industry. The deadline to submit a proposal was April 5, 2013. The RFP garnered two proposals:

1. Plumas Rural Services (the existing transit operations contractor), and
2. Paratransit Services.

Pursuant to the RFP, a selection committee was established to evaluate and rank the submitted proposals. This committee consisted of the following individuals:

Sherrie Thrall  
John Larrieu  
John Mannle  
Jim Graham  
Bob Perreault

On April 29, 2013, the selection committee convened and reviewed the submitted proposals. After considerable deliberation the selection committee determined that Plumas Rural Services submitted the most “qualified proposal.”

Once the contract and associated attachments are prepared, County Counsel will review the contract as to form. The sample, draft contract is available for review on the County’s website as “Attachment B, ‘Sample Contract Agreement,’ to the Request for Proposal” at the following location:

<http://ca-plumascounty.civicplus.com/DocumentCenter/View/9931>

**Recommendation:**

Public Works staff respectfully recommends that the Governing Board of CSA #12:

1. Accept the determination of the Selection Committee that Plumas Rural Services submitted the most qualified proposal, and
2. Award a contract for transit operations for the Plumas Transit Systems to Plumas Rural Services for a 3-year period, beginning July 1, 2013, with an option for three (3) one-year (1-year) extensions beyond the initial term, and
3. Authorize the Chair of the Governing Board of CSA #12 to execute the transit operations contract with Plumas Rural Services, upon review and approval as to form of the final contract by County Counsel.

3

**NOTICE OF PUBLIC HEARING  
APPLICATION OF STEVE EMMERICH  
MUSIC FESTIVAL**

**“THE BOUNCE”**

The Plumas County Board of Supervisors will be holding a public hearing on the following matter on Tuesday, **May 14, 2013** at 10:15 a.m. in the Board of Supervisor Room 308, Courthouse, Quincy, California.

Pursuant to Ordinance 02-967 regarding “Outdoor Festivals”, application has been received from Steve Emmerich for outdoor music festival to be held in Twain, California, property owned by Delbert and Donna Lehr running adjacent to Butterfly Road near 130 Twain Store Road:

**“THE BOUNCE” TO BE HELD JUNE 20 - 24, 2013**

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

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

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

Publication: FRB April 24, 2013



Julie A. White

PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

5/14

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: [pctc@countyofplumas.com](mailto:pctc@countyofplumas.com)  
(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector  
(530) 283-6259

Date: March 22, 2013

To: Nancy Daorno, Clerk of the Board

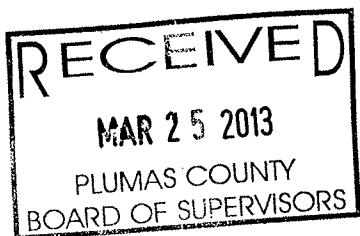
From: Julie A. White, Treasurer-Tax Collector

RE: Outdoor Music Festival Application

Attached is an application for an Outdoor Music Festival; "The Bounce" in Twain on June 20 – 24, 2013.

The applicant has paid the application fee, and completed the information and program plans for festival. I have requested further information on some of the program plans and notified related agencies. Please set a public hearing date for the festival.

Thank you.



- 4 Sanitation facilities: Plumas Sanitation will be contracted to supply temporary restroom facilities and wash stations for the event. These facilities will be serviced daily by Plumas Sanitation. RVs and vendors on the event grounds requiring to "dump" black and/or gray water must contract with Plumas Sanitation individually as needed. No ground dumping will be permitted.
- 5 Medical facilities: Bay area Rock Medicine group will be providing medical services. The group arrives with minimum one of California Licensed Doctor plus at least one Physician Assistant OR one Nurse Practitioner, multiple EMTs, Paramedics, nurses, etc. Group has pledged approximately 40 volunteers total. Medical staff will be clearly visible by attendees by being situated in a location everyone entering the festival will see. Medical tent will be staffed 24 hours/day the duration of the event.
- 6 Vehicle Parking: Free General Vehicle parking and walk in camping will be provided. Participants may purchase car camping passes which will allow parking in the camping area. (approximately 200 will be sold) RV passes will also be sold. The Bounce will provide Temporary power hookups to RVs in an effort to minimize noise and carbon pollution from personal generators.
- 7 Access/On-site traffic control: Special event signs will be placed on the side of highway 70 approaching from each direction from Twain so people are aware to slow down to turn in. All processing of tickets and wristbands will happen past the general store, post office and RV park in the area off to right of county road. No vehicle or patron will be able to cross the bridge to mill property without proper credentials. A bypass route will be designated for residence and non-event participants. We are working with Public Works/County Roads to pull proper permits.
- 8 Overnight Camping/Lighting: The festival brings in plenty of ambient lighting to light pathways and main congregation areas.
- 9 Provisions for spectators over/under: services and supplies will be provisioned for the maximum number of attendance. This year's Festival occupancy will be capped at 4,000 tickets.

- 10 Clean-up/Rubbish removal: Festival staff will be hiring a professional recycling, composting and trash removal service to handle the collection and removal of trash, recycling and compost.

3/21/2013

Delbert H Lehr

PO Box 193

Taylorsville, CA 95983

RECEIVED  
MAR 21 2013  
PLUMAS COUNTY TREASURER  
& TAX COLLECTOR

To whom it may concern;

I Delbert H. Lehr owner of the property located at Twain, CA known as the "old Twain Mill site" hereby grant permission to "The Bounce Festival" to take place on June 20<sup>th</sup>-24<sup>th</sup>, 2013 on my property at Twain, California.



Delbert H. Lehr

Property Owner



# Office of the Sheriff

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER

February 28, 2013

The Bounce, LLC  
560 Saint Lawrence Ave.  
Reno, NV 89509

Dear Mr. Steve Emmerich,

We are aware of your scheduled event, The Bounce/The Bounce Festival. The Event beginning June 21st - June 24th in Twain, California.

We will be available for your assistance should the need arise.

Sincerely,

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

Dean Canalia  
Plumas County Assistant Sheriff

# Memo

Date: May 6, 2013

To: Honorable Board of Supervisors

From: Jerry Sipe

CC: Gery Hendrick, Randy Wilson, Bob Perrault

Re: **Recommended Conditions for the Bounce Music Festival Outdoor Festival Permit at the Twain Old Mill (Gray's Flat)-6/20-6/24/13**

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Environmental Health has reviewed the Festival Application for The Bounce Music Festival received by the Treasure and Tax Collector on March 20, 2013. Through ongoing discussions with the event organizers and the property owner, Environmental Health approves this application subject to the following conditions:

**Potable Water Availability:** Potable water will be supplied per the plan submitted on May 2, 2013 and provide a minimum of one gallon of potable water per day per festival attendee.

**Potable Water Distribution**—The festival shall construct a temporary potable water distribution system comprised of 250 gallon tanks and associated piping and faucets as proposed. There will be 3 distribution zones, located at the car camping, general camping and food vendor sites. Water tanks and piping used for dispensing water must be of an approved type for the storage and service of potable water. The water distribution system must be separated from any toilets by a minimum of 100 feet and be adequately protected from damage and breakage.

Each zone shall be disinfected after construction and flushed to be free of chlorine. Prior to the start of the festival, show that water from each zone tests negative for total coliform and E. coli. Sample sites must be approved by Environmental Health and any tests must be conducted by a laboratory accredited by the State of California.

Post signs at the water distribution sites stating “Potable water use only—No hand washing or washing of dishes allowed.”

**Potable Water Source**—Supply to the potable water distribution system must come from an Environmental Health-approved water source.

**Potable Water Transportation** – Any hauled potable water must be transported by a State-approved vendor with a current California Water Hauler's license. Environmental Health may consider alternatives to the State-approved vendor requirement provided they meet drinking water health and safety standards. Proposed alternatives must be submitted in writing.

**Solid Waste:** Solid waste removal must be provided by the county's solid waste franchisee for the Twain area which is Feather River Disposal. The number, location and servicing of solid waste bins or containers must be adequate to prevent odors, leakage, overflow, flies or attraction of wildlife. Removal of solid waste should be completed within 4 days after the conclusion of the event.

**Recycling of Waste:** An out-of-county recycler may be contracted for the recycling of collected waste. Storage of recycling waste must be adequate to prevent odors, leakage, overflow, flies and attraction of wildlife. All waste should be sorted and removed within 4 days after the conclusion of the event. After 4 days, any unsorted waste shall be removed by Feather River Disposal.

**Sewage Disposal:** For the maximum of 3000 ticket holders and 300 staff and artists expected at the Twain Old Mill site, a minimum of 165 portable toilets will be needed (one toilet for every 20 attendees). If your attendees exceed 3300, the number of porta-potties must be adjusted to maintain 1 porta-potty for every 20 attendees. These should be conveniently located and must be maintained in a sanitary manner. Contracts with portable toilet vendors must specify that the toilets will be cleaned and serviced a minimum of once each day. Additional toilet facilities or cleanings may be required if it is found that the number of facilities is not sufficient to adequately serve the camping population. There should be a minimum of one hand wash facility at each bank of portable toilets. Also, a minimum of 5 portable toilets and 1 hand wash facility should be on site to accommodate the expected 100 staff before and after the event. The portable toilet vendor must also be permitted by Plumas County Environmental Health.

On-site gray water disposal must be available for the food vendors operating during the event. No gray water disposal on the ground is allowed.

**Food:** A food event coordinator is required for food booths invited to the festival. The food event coordinator must contact Environmental Health at least 6 weeks in advance of the event to coordinate food sanitation issues. Additionally, each temporary food vendor must be permitted through Environmental Health.

**Extended Camping for Setup and Teardown of Event:** You have scheduled event staff to be on site for 10 days prior to the event and 3 days after the event. Plumas County Code Section 6-6.03(b) limits occupying any property for 17 days or more unless it is served by a sewage disposal system that meets the requirements of

County Code. An exemption from the Plumas County Board of Supervisors would be required if you were to exceed the 17 day limit.

**Changes to Permit Conditions:** Any changes to these permit conditions will require prior approval from Environmental Health.

If you have any questions, please do not hesitate to call me at 283-6367.

Thank you.

# PLUMAS COUNTY ENCROACHMENT PERMIT

DRAFT

Under P.C.C., Section 4-3.302. ENCROACHMENT PERMITS

**Plumas County Department of Public Works**

1834 E. Main Street Quincy, CA 95971

Telephone (530) 283-6268 Fax (530) 283-6323

**Permit #:** 13-0029-Q

**Permit Type:** Event

**Issue:** 5/14/2013

**Final:**

**Permittee:** The Bounce, LLC

**Contractor:** Permittee

**Address:** 560 Saint Lawrence Ave

**Address:**

Reno, NV 89509

**Phone:** 530-412-3010

**Phone:**

**Fax:**

**Fax:**

**Email:** Steve@  
Freshbakin.com

**License #:**

**Site Address:** Grey's Flat

**APN:**

Construction/Event Dates:

**Start:** 5/15/2013

**Finish:** 7/4/2013

## **Description of Work or Event:**

2013 "The Bounce" Festival

See attachment dated May 14, 2013 for additional conditions.

An **ENCROACHMENT PERMIT** is hereby granted to the undersigned **PERMITTEE** for placement of an encroachment within a County highway as described above providing the following conditions are satisfied:

1. **PERMITTEE** agrees to move or remove this improvement at their expense if required by future improvements within the county right-of-way, and to provide all future maintenance for any and all improvements constructed under this Permit. **PERMITTEE** guarantees all work accomplished under this Permit for a period of one year from the date of final inspection.
2. **PERMITTEE** agrees to provide construction signs and flaggers, barricades and flashers as required, and to notify the Department of Public Works for inspection of same prior to beginning of construction. No lanes will be closed without the consent of the Department of Public Works.
3. Utility trenches shall be constructed to Plumas County Standard Plans. No open trenches will be allowed after sunset or over weekends or holidays. Temporary steel plates may be allowed with approved ramps, signage and flashing lights/barricades.
4. Utility poles shall be placed a minimum of 10' from the edge of pavement. All pole and anchor locations shall be field-reviewed by Plumas County prior to construction.
5. **PERMITTEE** shall notify the Department of Public Works no less than 24 hours prior to beginning work if starting date is different than shown above, and call your district foreman (see attachment) no less than 24 hours in advance for inspection. If no answer, call (530) 283-6268 or stop by our office at 1834 East Main Street in Quincy

6. Permit applications for public events, races or tours shall be accompanied by letters of notification from both the Plumas County Sheriff's Office and the California Highway Patrol (obtained by **PERMITTEE** ). No traffic control or lane closures will be permitted without prior approval. A Certificate of Insurance for not less than \$1 million dollars, naming Plumas County as co-insured shall also accompany the application, along with a map showing the route or location of the public event, race or tour. **No objects or liquids may be thrown or discharged onto or from the County right-of-way during a permitted public event.**

7. **LIABILITIES FOR DAMAGES:** The **PERMITTEE** is responsible for all liability for personal injury or property damage which may occur through work herein permitted, and in the event any claim is made against the County of Plumas or any department, officer or employee thereof, through, by reason of, or in connection with such work or activity, **PERMITTEE** shall defend, indemnify and hold them and each of them harmless from such claim.

8. Unless a determination is made for a "no-fee" permit (i.e. public utility-sponsored projects or public events), **PERMITTEE** agrees to pay a fee for administration and inspection of this Permit, and provide a Performance Bond (if required), which will be fully refunded upon satisfactory completion of work. The **PERMITTEE** understands and agrees that, if the work is not completed to the satisfaction of the County, the Performance Bond shall be forfeited and the Permit shall be voided. Any unsatisfactory work within County right-of-way may be removed at the County's discretion and the charges therefor billed to the **PERMITTEE**. Administrative fees are not refundable, even if no work takes place. The **PERMITTEE** also understands and agrees that, should additional inspections be necessary due to non-compliance with the terms of this Permit or because of variance from Plumas County Standards or contract plans, the **PERMITTEE** shall be billed for such additional inspection time at the County's inspector's reimbursable rate, including travel time. Permits that expire prior to the completion of work may be extended for additional 1 year periods(s) by written request. Extensions will not be given beyond 5 years of the first date of expiration of the permit. **Fees and Bonds for permits that expire or are cancelled shall be forfeited to the County of Plumas**

9. **Fee:** \$0.00 **Bond:** \$0.00 **Hourly Rate:**

**Refund to:**

10. **CALL BEFORE YOU DIG!** You must mark out your work area in white paint and include the letters "USA", and call USA North at 1 (800) 227-2600 at least 48 hours prior to beginning any excavation.

11. This Permit shall become null and void after 7/5/2013 This Permit extended to:

This Permit shall not be effective for any purpose unless and until the above-named **PERMITTEE** agrees to these conditions. This Permit is revocable at any time if the above conditions are not met.

The **PERMITTEE** has read and understands the requirements of this Permit.

## PERMIT APPROVAL

## BOND RELEASE

---

Name (Please Print)

---

Signature

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

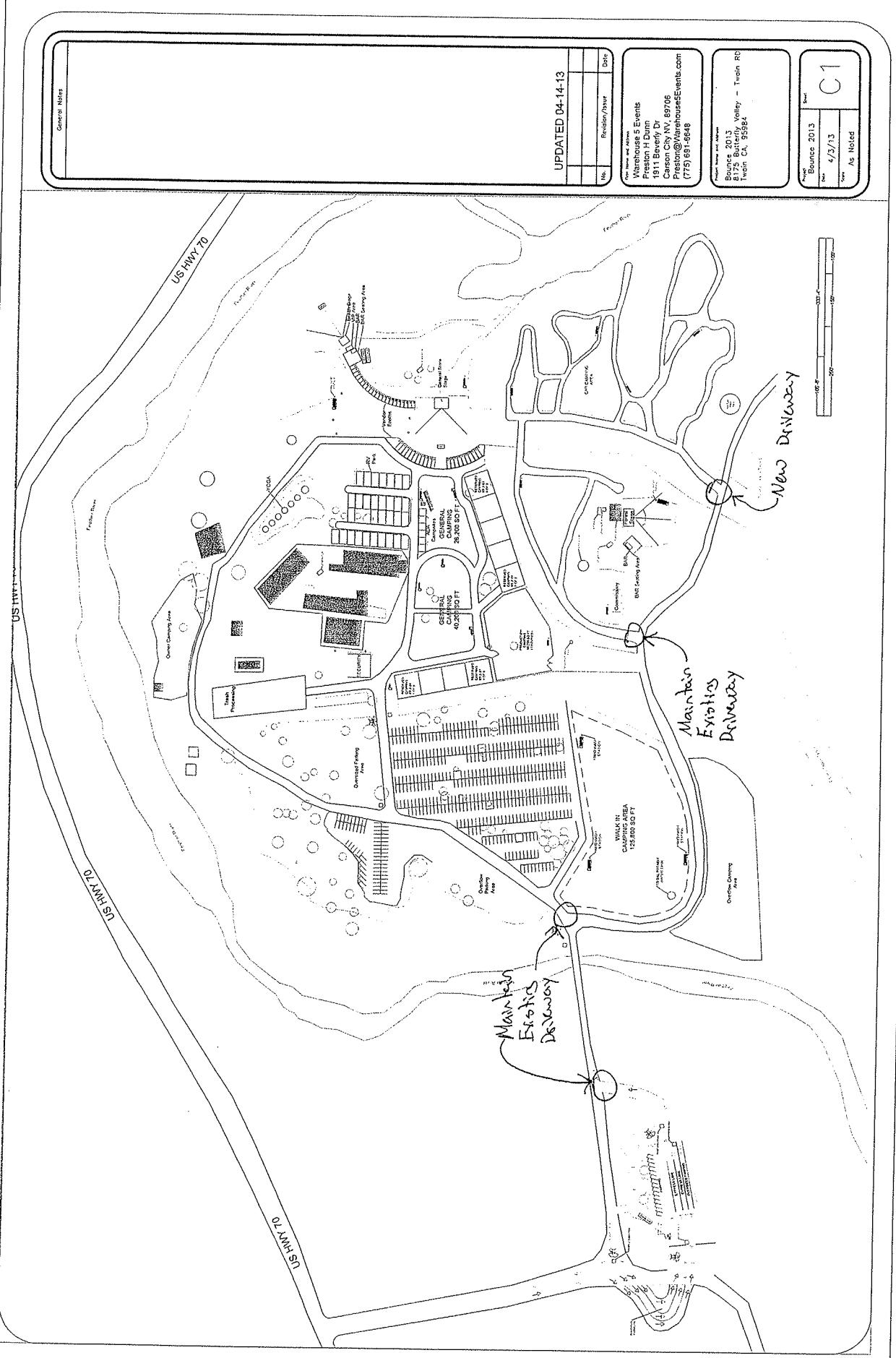
**Attachment to  
Plumas County Encroachment Permit No. 13-0029-Q**

May 14, 2013

Permittee: The Bounce, LLC  
560 Saint Lawrence Avenue  
Reno, NV 89509

The above referenced Encroachment Permit is subject to the following conditions:

1. This permit is for the use of the public right-of-way and the construction of one new driveway and maintenance of three existing driveways for 2013 Festival called "The Bounce" scheduled for June 26, 2013 near Twain.
2. No vehicles shall be allowed to park within five feet of the edge of pavement along Twain Store Rd and Butterfly Valley Twain Rd.
3. No vehicles will be allowed to stop or be checked in while on Twain Store Rd or Butterfly Valley Twain Rd..
4. No person or persons shall be allowed to climb on or jump from the Twain Bridge. It shall be the responsibility of the permittee to prevent such activities from occurring by event attendees.
5. This permit is subject to the conditions of the Festival Permit approved by the Plumas County Board of Supervisors on May 14, 2013.
6. Issuance of the Encroachment Permit pertains to only the area within the Plumas County right-of-way. Nothing in the Encroachment Permit relieves the applicant from obtaining necessary permits from other agencies.



# **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160



4A

Gayla S. Trumbo

*Human Resources*

**DATE:** **MAY 3, 2013**

**TO:** **THE HONORABLE BOARD OF SUPERVISORS**

**FROM:** **GAYLA TRUMBO, DIRECTOR OF HUMAN RESOURCES**

**SUBJECT:** **AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING  
OF MAY 14, 2013.**

**RE: APPROVE RESOLUTION TO AMEND THE JOB DESCRIPTIONS  
OF LEAD DEPUTY CLERK-RECORDER.**

---

### **IT IS RECOMMENDED THAT THE BOARD:**

Approve resolution to amend the job descriptions of Lead Deputy Clerk-Recorder.

### **BACKGROUND AND DISCUSSION:**

As the Board may recall on April 9, 2013, our County Clerk-Recorder, Ms. Kathy Williams, requested the approval to refilling 1.0 FTE Lead Deputy Clerk Recorder. During her presentation you also indicated that she was working with Human Resources to update the job description for this position.

The Human Resources Director has completed the job description review with Ms. Williams for the Lead Deputy Clerk Recorder. In this review, we identified areas where minor amendments were necessary. Minor amendments are not unusual with a job description that was last reviewed in June of 2007. It is important to review job descriptions periodically especially when they have not been updated for numerous years. It is vital that our job descriptions accurately describe the position to prospective applicants, as well as, to the incumbents that will be holding these positions.

The amended job description of the Lead Deputy Clerk-Recorder was provided to Operating Engineers Representative, Gregory Ramirez, for the meet and confer process. Mr. Ramirez responded on April 30, 2013, by email, stating that the Union has no questions or concerns with the proposed changes.

At this time, I request that the Board approve the resolution amending the job descriptions of the Lead Deputy Clerk-Recorder.

Thank you for your time and consideration of this agenda item.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO ADOPT AMENDMENTS TO THE JOB DESCRIPTION OF  
LEAD DEPUTY CLERK-RECORDER**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and **WHEREAS**, a review has been conducted by the Human Resources Director and the County Clerk-Recorder on the job description of Lead Deputy Clerk-Recorder; and **WHEREAS**, during this review it was discovered that minor amendments were necessary to accurately describe the duty functions; and the knowledge and abilities that a candidate would need to be successful in this position; and **WHEREAS**, the last review of the job description for Lead Deputy Clerk-Recorder was completed in June of 2007.

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

The County's classification plan is hereby amended to reflect the minor changes to the job description of the Lead Deputy Clerk-Recorder.

The foregoing Resolution is 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 14<sup>th</sup> day of May, 2013 by the following vote:

<b>AYES:</b>	Supervisors
<b>NOES:</b>	Supervisors
<b>ABSENT:</b>	Supervisors

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Chairperson, Board of Supervisors

ATTEST:

---

Clerk of the Board

## **LEAD DEPUTY CLERK/RECORDER**

### **DEFINITION**

Under direction, the Lead Deputy Clerk-Recorder provide lead supervision, plans, coordinates, trains and evaluates operational activities for the Deputy Clerk/Recorder I and II. Perform a variety of clerical and routine administrative duties relating to the County Clerk/Recorder's Department; examine, process, record and maintain records, and vital statistics functions; to participate and assist in the election process, and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the highest working level and lead supervision level in the Deputy Clerk-Recorder class series. Incumbents have responsibility for lead supervision and work coordination responsibilities for Clerk/Recorder's I and II. Employees perform a variety of assignments, requiring substantial experience and working background.

### **REPORTS TO**

Assistant County Clerk/Recorder.

### **CLASSIFICATION DIRECTLY SUPERVISED**

Provides lead direction and work coordination for Deputy Clerk/Recorders I and II.

## **LEAD DEPUTY CLERK/RECORDER – 2**

### **EXAMPLES OF DUTIES**

- Provides lead direction and work coordination for Deputy Clerk-Recorder I and II and other staff.
- Performs the more complex document processing duties related to a programmatic area of assignment; researches problems and acts a resource to other staff members regarding documentation and/or procedural issues.
- Examines and reviews documents for accuracy to be recorded in accordance with laws governing public recordation.
- Insures Land Title documents meet legal recording requirements including original signatures, acknowledgements dates and legibility, etc.
- Indexes/verifies and processes documents recorded daily.
- Maintains scanning and filming supplies as needed.
- Reviews, scans/microfilms and archives documents recorded.
- Maintains official map program; indexes and archives maps to disk.
- Cashiers and collects fees, prepares daily deposits and index reports, processes credit card transactions and electronic fund transfers.
- Balances monthly Special Revenue Fund accounts with Auditor and State.
- Prepares annual Recorder's Statistical Report.
- Files Fictitious Business Name Statements, requiring certificates of incorporation and partnerships.
- Provide clerical support in the election process, issues Vote by mail ballots.
- Perform related duties as assigned.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; correct hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, scanners, film processors, 10 key, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; continuous contact with staff and the public. Out of office travel may be required for training purposes.

## LEAD DEPUTY CLERK/RECORDER – 3

- **Knowledge of:** The California statutes pertaining to the functions of the County Clerk-Recorder; legal responsibilities, methods and documents used to convey and transfer title to real property.
- Standards required in the processing, duplication and storage of vital records.
- Standards required for the retention of current, historic and archived records
- Modern office practices and methods.
- Methods and techniques used with filing, indexing, and information retrieval systems.
- Principles and procedures of lead direction, coordination and organization; report preparation; basic arithmetic, account tracking and balancing.
- Operational use of scanning, copying and computer
- Principles of business letter writing, English usage, composition, vocabulary, spelling, grammar and punctuation.
- Notary Bond and Fictitious Business Name Statement filing.
- Procedures of issuing marriage licenses and performing wedding ceremonies.

### **Ability to:**

- Provide lead direction and training for Deputy Clerk-Recorder I and II and other staff.
- Interpret and apply Federal, State and local policies, procedures, laws and regulations governing recording of legal documents.
- Apply election policies and voter registration procedures.
- Operate a variety of office equipment including computers, copiers, scanners, 10 key and microfilm equipment.
- Prepare and maintain reports, records and logs.
- Apply election and voter registration policies.
- Establish and maintain cooperative working relationships within department and other departments.

## **LEAD DEPUTY CLERK/RECORDER – 4**

### **Training and Experience:**

Education: Any combination of education which would likely provide the required knowledge and abilities will be considered. A high school diploma or equivalent GED certificate; Associates of Arts or Bachelor's degree in Business, Computer Science, Geography, History, Political Science or Law.

One (1) year minimum of supervisory experience.

Two (2) years experience performing duties as a Deputy Clerk-Recorder II.

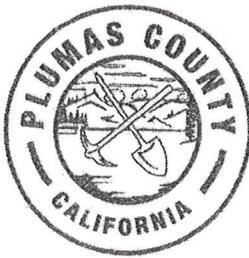
Three (3) years experience in analyzing legal documents.

Completion of Recorders Certification Training is highly desirable.

### **Special Requirement:**

The applicant must possess a valid driver's license at time of application and possession of a valid California Driver's License by time of appointment. The valid California Driver's License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



4B

## OFFICE OF THE DISTRICT ATTORNEY

**David Hollister, District Attorney**

520 Main Street, Room 404 · Quincy, California 95971  
(530) 283-6303 · Fax (530) 283-6340

**Date:** May 14, 2013

**To:** Plumas County Board of Supervisors

**From:** David Hollister, District Attorney

**Subject:** Supplemental Budget for the Alternative Sentencing Program

### **Recommendation:**

- A. The District Attorney requests the approval of a Supplemental Budget for the Alternative Sentencing Program with funding of a grant from Plumas Superior Court of \$14,788.68.
- B. Request is also made for approval of the MOU with Plumas Superior Court for this Grant. The MOU has been approved as to form by County Counsel.

### **Background and Discussion**

The Plumas Superior Court has received a grant from the California Administrative Office of the Courts for \$14,788.68 and the Court has opted to award the entirety of this funding to the Alternative Sentencing Program for educational and recovery materials for clients of the Plumas County Adult Substance Abuse Treatment Court (formerly Drug Court) and for drug testing kits to be used at the Day Reporting Center.

The Alternative Sentencing Coordinator has recently implemented a number of programs for clients of the Adult Substance Abuse Treatment Court which serves criminal defendants with addiction issues. Attached is a recent report detailing newly implemented programs for this population.

The grant funding is allocated for workbooks, recovery materials, videos and other media for use by counseling and case management staff in working with defendants sentenced to programs designed to reduce recidivism and promote recovery from addiction. Also funded with this grant are drug testing materials for use at the Day Reporting Center which is located at Plumas Crisis Intervention and Resource Center as a one-stop location for clients to report for services of the Alternative Sentencing Program. See the Alternative Sentencing Report for March attached for details on these various programs and activities.

# Alternative Sentencing Coordinator Report

## March 2013

March 2013 was a very productive and busy month for the Office of the Alternative Sentencing Coordinator, Plumas Crisis Intervention and Resource Center (PCIRC), the Day Reporting Center and service providers. Through collaborative efforts we offered the Day Reporting Center Services to 33 individuals while operating only 7 days in the month of March. This report is a brief snap shot of the things that have been accomplished as well as some future projects.

### Accomplishments and Collaborations

Below is a list of some of the accomplishments and collaborations we have been working on.

- In collaboration with PCIRC, Probation, PCPHA/AOD, Mental Health Sheriff's Office, AFWD, Child Support, Second Chance and the Plumas County Literacy Program we opened and began operation of the Day Reporting Center located at PCIRC. In March 2013 we offered intake and assessment services to 33 individuals.
- Created and implement a check-in and schedule process for DRC.
- Created an assessment/screening tool that will be used at DRC to direct participants to needed services and programs.
- Created reporting and tracking system for DRC
- Planned and scheduled all DRC programs to begin operation April 8, 2013. These services and schedule are attached for your review.
- Attended Moral Reconation Therapy training and are hoping to work with PCPHA to bring training to Plumas County to train all partners and staff involved in serving our reentry, specialty court and inmate populations.
- Began the implementation of the Plumas County Alternative Sentencing Time Credit Program in the Plumas County Jail. Created system for program staff, service providers and the Correctional Staff at the Jail to monitor and report on inmate participation in order to calculate credit that will be received for participating in programming.
- Working with the Drug Court planning team to create and finalize a Policy and Procedure manual for the Plumas County Adult Substance Abuse Treatment Court (ASATC) so we can continue moving forward with implementation of a new "redesigned" program that will now include tracks such as, Drug Court, Prop 36, reentry and any other specialty population that has both a criminal justice case and is in need of substance abuse counseling or other intensive ancillary services.
- Working with Substance Abuse treatment provider to create effective and evidence based treatment phase program for the court mandated, Drug Court/Substance Abuse Court and the AB109 population.
- Working with ancillary service providers to create specific programs for inmates, court mandated substance abuse treatment program participants as well as the AB109 population once out of custody. This includes substance abuse treatment programs, anger management, parenting classes, batters intervention as well as with PCIRC and the Housing Commission to give the above population housing services and the ability to qualify for long term housing through Section 8.
- Worked with Probation, Health Department, PCIRC and the Housing Commission to successfully change the language in their bylaws to consider participants that are participating in one of our intensive specialty courts or DRC programs for long term housing.
- Worked with Probation, Sheriff's Office and Jail Staff to create a protocol for assessment and services for inmates associated with realignment/ AB109 and substance abuse treatment court.
- Working with Mental Health Director to create and implement a release for all Defendants referred to or who are currently seeing Mental Health as well as report form to be utilized in creating conditions and monitoring compliance with Mental Health treatment requirements and guidelines.
- Working with Sheriff's Office Staff to gather information and begin program implementation for SB1022 grant proposal.

## Programs & Services

The following is a list of programs and services that have been addressed, created or changed by the Alternative Sentencing Coordinator since November 2012:

Program/Service	Services offered to Participants
<b>Drug Court</b> Participants: 6	Biweekly appearances in front of Judge at Drug Court. Weekly check-ins with Probation officer. Weekly individual counseling sessions with Substance Abuse Counselor. Participation in 3-5 groups weekly. Random drug testing. Case Management services. Meetings with ASC as needed for program compliance and overviews.
<b>Prop 36</b> Participants: 20	Monthly appearances in front of Judge at Prop 36 Court. Weekly check-ins with Probation officer. Weekly individual counseling sessions with Substance Abuse Counselor. Participation in 3-5 groups weekly. Random drug testing. Case Management services. Meetings with ASC as needed for program compliance and overviews.
<b>AB109</b> Assessments completed: 7  Contracts and case plans implemented: 5	Correctional Officers at the Plumas County Jail conduct the assessment. Once the assessment is complete the ASC receives the results and creates a case plan with programs and services available to the inmate based on their criminogenic needs and life domains addressed in the assessment. The top 3 needs are addressed first. The inmate is given the opportunity to meet with the ASC to discuss participation in the program in which they may receive up to 1 day time credit for each of programming they participate in at a high level.
<b>Defendants with other Alternative Sentencing needs</b> Contact with ASC: 11	Assist the Courts with Residential Treatment, Substance Abuse treatment and counseling and Mental Health service monitoring and reporting for defendants that do not qualify for specialty court programs but are in need of service coordination and monitoring.
<b>Day reporting Center (DRC)</b> Intakes completed: 33	Hours of intake are Monday and Wednesdays 1-3pm. Programming is offered Monday, Tuesday and Wednesday. Please see attached schedule for full details. This has been a collaborative effort with the Sheriff's Office, Mental Health, PCIRC, Alliance for Work Force Development, Alcohol & Drug, Veterans Services, Social Services, Probation and Second Chance. Every Substance Abuse Treatment Court participant and AB109 release on supervised probation will be required to check-in into the DRC daily or weekly based on the level of treatment and case plan developed.

Next Steps	Timeframe for Completion
Monitor and oversee services and programming at DRC as well as Alternative Sentencing Time Credit Program in Jail	Ongoing
Work with Courts and service providers to create a referral form that is easily trackable and efficient for DRC as well as ASC staff.	April 2013
Work with Adult Substance Abuse Treatment team and Courts to set and hear all tracks of the ASATC are heard on the same Calendar.	April 2013
Begin co-facilitating with Probation Officer Orientation/MRT group for all ASATC participants immediately following court.	May 2013

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

**TRANSFER NUMBER**  
(Auditor's Use Only)

Dept. District Attorney - Alternative Sentencing

Dept. No.: 70307

Date: 4/25/13

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

**TRANSFER FROM OR X SUPPLEMENTAL REVENUE ACCOUNTS**

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

**TRANSFER TO:**

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.

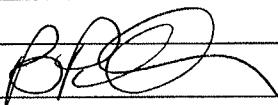
In the space below, state (a) reason for request (b) reason why there are sufficient balances in affected account to finance transfer (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Supplemental Revenue from Plumas Superior Court for educational and drug testing materials.

B) Supplemental revenue, not a transfer.

C) Funding is available this fiscal year only.

D) This additional revenue is coming from a grant from Plumas Superior Court.

Approved by Signing Authority: 

4/25/2013

/ Approved/Recommended

/ Disapproved/Not Recommended

*Auditor - Controller*  
County Administrative Officer

*B. D. Miller*

Signature

Board Approval Date:

Agenda Item No.

Clerk of the Board signature

Date Entered by Auditor Controller

Initials

Original and 1 copy of ALL 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.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
PLUMAS SUPERIOR COURT  
AND THE  
COUNTY OF PLUMAS – DISTRICT ATTORNEY'S OFFICE**

THIS AGREEMENT is between the Plumas Superior Court of the State of California (hereinafter "Court") and the District Attorney's Office of the County of Plumas, a political subdivision of the State of California (hereinafter "County").

This Agreement is made with reference to the following facts and circumstances.

- Plumas Superior Court has been awarded a grant from the Administrative Office of the Courts (hereinafter AOC) entitled Collaborative Justice Courts Substance Abuse Focus Grant Program in the amount of \$14,788.68 for Fiscal Year 2012-13 and desires to assign these grant funds to the Alternative Sentencing Program within the District Attorney's Office.

NOW, THEREFORE, the parties agree as follows:

1. The Alternative Sentencing Program within the District Attorney's Office may obtain reimbursement from Plumas Superior Court for use in supplying educational and recovery materials, incentive items and instant drug tests for clients of the Plumas County Adult Substance Abuse Treatment Court.
2. Upon approval of this MOU, the District Attorney will budget the funds within the Alternative Sentencing Program budget unit and have such funding approved for expenditure by the Board of Supervisors.
3. The Alternative Sentencing Coordinator will compile a list of purchases to be made using these funds and will have the list approved by the Plumas Superior Court Presiding Judge and the Treatment Team prior to ordering.
4. The Alternative Sentencing Coordinator (hereinafter ASC) will provide the required final Progress Report to the Court Executive Officer on or before July 1, 2013. The first Progress Report was provided by the ASC to the Court Executive Officer prior to the March 15, 2013 due date.
5. After the purchases are made, complete invoice copies will be provided to the Court Executive Officer for reimbursement for the approved items by the Court to the Alternative Sentencing Program subject to the approval of the progress reports by the Administrative Office of the Courts and the receipt of grant monies by the Court.
6. The Court will obtain the grant funding from AOC for the Collaborative Justice Courts Substance Abuse Focus Grant Program and will reimburse the Alternative Sentencing Program for items benefitting only the clients of

the Plumas County Adult Substance Abuse Treatment Court (ASATC) when such funds are received by the Court.

7. Deborah Norrie, Court Executive Officer shall administer this Agreement on behalf of the Court; David Hollister, District Attorney shall administer this Agreement on behalf of County.
8. Any notices to be given under this Agreement shall be given as follows by either personal delivery or by United States Postal Service first class mail:

To Court:	To County:
Deborah W. Norrie	David Hollister
Court Executive Officer	District Attorney
Plumas Superior Court	County of Plumas
520 Main Street, Room 104	520 Main Street, Room 404
Quincy CA 95971	Quincy CA 95971

9. This Agreement contains the entire agreement of the parties with regard to the subject matter addressed herein.
10. Any changes, amendments, or modifications of this Agreement shall be in writing and signed by each of the parties.
11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
12. This Agreement is the result of the mutual discussions of the parties, and shall be construed fairly, and not for or against any party.

Signatures:

For the Court:

Plumas Superior Court

By Deborah W. Norrie  
Deborah W. Norrie 4/25/13

Court Executive Officer  
(Title)

For the County:

County of Plumas

By David Hollister 4/17/13  
David Hollister

Plumas County District Attorney  
(Title)

Approved as to Form:

Steve S. Mansell 3/28/13  
Steve Mansell  
Office of the County Counsel



# Plumas County Public Health Agency

4c

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

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

Mimi Khin Hall, MPH, CHES, Director

---

Date: May 6, 2013  
To: Honorable Board of Supervisors  
From: Jerry Sipe  
Agenda: Agenda Item for May 14, 2013

**Recommendation:** Reorganize the Office of Emergency Services and the Environmental Health Division of the Public Health Agency into the Department of Emergency Management and Environmental Health, and appoint the current OES and Environmental Health Director to head the newly created department.

**Background and Discussion:** As the Board is aware, Office of Emergency Services responsibilities were assigned to the Environmental Health Director in September 2010. In order to make best use of existing staffing and funding while maintaining clear and effective lines of authority and responsibility, reorganizing OES and Environmental Health into a new county department is recommended.

Since August 2012, Plumas County has been impacted by the Chips Fire, the December winter storms with localized flooding, and the January Rich Bar hazmat incident. In addition, the OES Director has updated the Emergency Operations Plan and is nearing completion of the federally-mandated Hazard Mitigation Plan. This amount of work is beyond the current .25 full-time equivalent (FTE) staffing allocated to OES. Combining programs with Environmental Health will allow staff cross-training, office and fiscal support, and overall better use of limited resources. Additionally, the proposed reorganization provides accountability for the new department head directly to the Board of Supervisors. The reorganization can be accomplished without adversely affecting the county's General Fund, and will allow budget and staffing approvals for the new department to be completed as part of the county's FY 13-14 budget process.

The attached white paper, which has been reviewed and approved in concept by both the Public Health Agency Director and the Human Resources Director, provides further detail and analysis on the proposed reorganization. At this time, the Board is asked to reorganize the Office of Emergency Services and Environmental Health into the Department of Emergency Management and Environmental Health, and appoint the current OES and Environmental Health Director to head the newly created department.

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

Cc: Mimi Hall, Public Health Agency Director  
Gayla Trumbo, Human Resources Director



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

4/1

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**Date:** May 6, 2013

**To:** Honorable Board of Supervisors

**From:** Mimi Hall, Public Health Director

**Cc:** Health and Human Services Cabinet  
Community Corrections Partnership Executive Committee

**Recommendation:** Action or Direction on the Infrastructure and Delivery of Alcohol and Other Drug Treatment Services

**History and Background:** As the Board may recall, Plumas County ceased providing publicly funded alcohol and drug services through the California Department of Alcohol and Drug Programs (ADP) in October 2008. In FY 11-12, pursuant to Sections 11750-11856 of the Health and Safety Code, the Board of Supervisors authorized Plumas County Public Health Agency as the Department charged with administering the Negotiated Net Amount (NNA) contract for alcohol and other drug services from ADP. Additionally, the Board appointed the Public Health Director as the County Alcohol and Drug Program Administrator. The role of this position is to play a central role in relation to the county alcohol and drug program, the local community, and the state/county partnership for effective provision of alcohol and drug treatment and prevention services throughout California.

From August 2011 to August 2012, under close direction and guidance from the state ADP, PCPHA completed numerous requirements of the NNA and ADP and instituted the field's best practices to rebuild a solid foundation for the provision of a continuum of alcohol and other drug services in coordination with the local health and criminal justice systems. These included a comprehensive needs assessment, development of a strategic plan focused on a continuum of services, completion of Policies and Procedures for all employees and subcontractors providing ADP funded services, and technical assistance and training to report activities and services to ADP using the statewide data collection systems Cal OMS Prevention and Cal OMS Tx (Treatment).

**Service Delivery Priorities:** The Plumas County Alcohol and Other Drug Continuum of Services Strategic Plan was developed to help ensure that efforts were thoughtfully addressed in a comprehensive and coordinated manner. Highlights from the plan include the following:

**Vision:** A community where all individuals are healthy and free from problems related to alcohol, tobacco, and other drugs.

**Mission:** To plan, coordinate and provide a continuum of publicly funded alcohol, tobacco and other drug prevention, intervention, treatment and recovery services that are responsive to the needs of Plumas County's communities.

Purpose of the Strategic Planning Process:

Develop a public health model that embraces an “upstream” approach

Streamline service delivery, improve efficiencies, and enhance client outcomes while maximizing resources.

Recognize the preponderance of co-occurring conditions and ensure a collaborative systems approach that maintains focus on client outcomes.

Move towards a strategic, sustainable and outcome/evidence-based approach.

Align with federal and state initiatives that deliver a comprehensive and integrated continuum of services.

**Strategic Direction:**

Focus on families as a priority population to break the familial cycle of addiction and strengthen families.

Systems Improvement to broaden and deepen the involvement of multiple stakeholders on policy, service, and assessment issues.

Implement effective, evidence based best practices across the continuum of services which includes multiple sector public and private partners.

Build infrastructure and capacity to set and improve the quality of services within the county infrastructure and across the ATOD continuum of care.

The priority focus for service delivery was to implementing treatment first and foremost, by pursuing a de-centralized model of treatment through private provider subcontracts, in order to provide access to providers in all communities; developing standardized materials, tools, reporting policies and procedures required for all providers; and providing ongoing training opportunities to providers and partners on required tools, materials, strategies, and reporting as well as current best practices.

**Service Delivery Challenges and Successes:** The Department sought to subcontract counseling and treatment services to local services providers through a Request for Proposals. An independent review team was assembled consisting of the presiding judge, social services director, mental health director, chief probation officer and two subcommittee chairs of the Strategic Planning Committee. The stakeholders who were members of the review committee were familiar with the county's prior experiences with programmatic and audit exceptions, and were committed to providing AOD services through providers with clear capacity, complimentary resources, and demonstrated experience to meet the complex requirements of federal and state AOD funding. The group was also informed on the local priorities identified in the Strategic Plan and the federal, state and local requirements for planning, implementing and

reporting on AOD services. After three separate rounds of RFP's from January to August 2012, the review team declined to select any of the RFP applicants for funding.

In September 2012, with an urgent need to begin treatment services, the Department chose to hire extra help in order to provide counseling and treatment services. For the last 9 months, PCPHA has been providing AOD treatment services with a Master's level Registered Addiction Specialist and a Registered Addiction Specialist Intern. These two positions work in coordination with Public Health prevention and clinical staff, the Alternative Sentencing Program (also known as Drug Court), criminal justice and health and human service partners. The services provided as of April 30 are summarized as follows:

97 assessments

Referrals: 32 - self-referred; 2 – alternative sentencing; 1 – family court; 1 – veterans services; 14 - drug court; 1- AB 109; 15 – CPS; 3- probation; 3- parole; 5 – mental health.

27 clients also receiving mental health services from the Mental Health Department

20 client contacts have occurred in the jail

14 clients completed residential treatment; 2 are currently in residential treatment

4 clients are in transitional housing

Treatment staff members work under the close guidance of PCPHA leadership, and in coordination with the courts, multiple departments and community organizations. The Department provides office space, office support staff, administrative oversight, fiscal and programmatic administration and reporting, all IT infrastructure and costs for state treatment reporting system, and monitoring of services for compliance with all relevant legislation, statutes, and funding requirements.

**Proposed Service Delivery Model Recommendation:** It is recommended that the Board allow the Plumas County Public Health Agency the permanent infrastructure to continue providing AOD treatment services, which includes regular staff who report to a county department head or manager. AOD treatment services require a high level of integration with county health and human services, courts, district attorney's office law enforcement, probation, and most importantly, PCPHA leadership. A high level of integration, monitoring and oversight has been maintained to meet AOD program requirements and quality service to clients. These efforts have been aligned with the extra help staff's full schedule of assessments, individual, and group counseling. In addition, PCPHA is covering the full cost of transitioning providers to the use of electronic health records, in the amount of approximately \$50,000 in start up costs and \$16,000 in annual costs. This level of coordination has been vital as we literally build services from the ground up would be extremely difficult to maintain with subcontracted providers.



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

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Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**Date:** May 6, 2013

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**CC:** Gayla Trumbo, Human Resources  
Health and Human Services Cabinet  
Community Corrections Partnership Executive Committee

**Agenda:** Item for May 14, 2013

**Item Description/Recommendation:** Adopt **RESOLUTION** amending the FY 2012-2013 County Personnel Allocation for Public Health Budget Unit 70560 and amend Job and Salary Classification to include new classifications (Substance Use Disorder Specialist I, Range 1773; and Substance Use Disorder Specialist II, Range 1955; and an Alcohol & Drug Program Clinician/Supervisor, Range 2691); direct Human Resources to begin recruitment; and authorize the Director of Public Health to hire above “Step B” for future recruitments and depending on qualifications of candidates.

**History/Background:** As the Board may recall, On April 9, 2013 you approved a Resolution from Human Resources to amend the Job and Salary Classification of Licensed Vocational Nurse (LVN) to Licensed Vocational Nurse I, and to add new classifications for Licensed Vocation Nurse II. The matter of adding Job and Salary Classifications for Substance Use Disorder Specialist I and II, and Alcohol & Drug Program Clinician/Supervisor were removed from the agenda to be addressed at a later date.

The positions of Substance Use Disorder Specialist I or II, and Alcohol & Drug Program Clinician/Supervisor are necessary to facilitate program implementation and provide services to the clients under the Alcohol & Drug Program. In addition, the requirements to qualify for these positions reflect the current state requirements for qualified candidates.

A copy of the Resolution and copies of the proposed job descriptions for the new classifications are attached for your review.

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

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

RESOLUTION AMENDING THE 2012-2013 COUNTY PERSONNEL ALLOCATION FOR PUBLIC HEALTH BUDGET UNIT 70560, AND AMEND JOB AND SALARY CLASSIFICATION TO INCLUDE (SUBSTANCE USE DISORDER SPECIALIST I, RANGE 1773; AND SUBSTANCE DISORDER SPECIALIST II; RANGE 1955; AND ALCOHOL AND DRUG PROGRAM CLINICIAN/SUPERVISOR, RANGE 2691).

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, the Public Health Department is establishing classifications to operate the Alcohol and Drug Program for Plumas County; and

WHEREAS, the following positions are necessary in the operational needs of the Alcohol and Drug Program: Substance Use Disorder Specialist I, Range 1773; Substance Use Disorder Specialist II, Range 1955; and Alcohol and Drug Program Clinician/Supervisor, Range 2691.

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

The County's classification plan is hereby amended to reflect the following:

Substance Use Disorder Specialist I – Range 1773

Substance Use Disorder Specialist II – Range 1955

Alcohol and Drug Program Clinician/Supervisor – Range 2691

The County's Personnel Allocation is amended to reflect the following:

<u>Budget Unit 70560</u>	<u>Current</u>	<u>Proposed</u>	<u>Final</u>
Public Health Nurse I OR II OR	4.23	0.00	4.23
Registered Nurse I OR II OR	0.00	0.00	0.00
Licensed Vocational Nurse I OR II	0.00	0.00	0.00
	<hr/> 4.23	<hr/> 0.00	<hr/> 4.23
Department Fiscal Officer II OR	0.715	0.00	0.715
Department Fiscal Officer I OR	1.80	0.00	1.80
Management Analysis I OR II OR	0.50	0.25	0.75
	<hr/> 3.015	<hr/> 0.25	<hr/> 3.265
A&D Program Clinician-Supervisor	0.00	1.00	1.00
Substance Use Disorder Specialist I OR II	0.00	2.00	2.00
	<hr/> 0.00	<hr/> 2.00	<hr/> 2.00

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 on the 14<sup>th</sup> day of May 2013 by the following vote:

**AYES:** Supervisors:  
**NOES:** Supervisors:  
**ABSENT:** Supervisors:

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Chair, Board of Supervisors

**SUBSTANCE USE DISORDER SPECIALIST I****DEFINITION**

Under the general supervision, provides drug and alcohol counseling, case management services, and support to groups and individuals. Develops and implements education and prevention programming.

**DISTINGUISHING CHARACTERISTICS**

This position is an entry level position in the Substance Use Disorder Specialist class series. It differs from the Substance Use Disorder Specialist II in the level of training and experience that is required.

**REPORTS TO**

This position may report to Public Health Director, Assistant Director of Public Health, Public Health Program Chief, or other assigned supervisory or management personnel.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **SUBSTANCE USE DISORDER SPECIALIST I - 2**

### **EXAMPLES OF DUTIES**

- Conducts initial screenings of potential clients; gathers and assesses relevant background information; manages client waiting lists. Evaluates the severity of client problems and determines the appropriate level of care; formulates treatment and discharge plans.
- Participates in treatment team, staff, and professional meetings to discuss client treatment and progress.
- Provides drug and alcohol counseling and crisis intervention services to individuals, families, and groups; manages the more difficult cases as assigned, including dual and multi-diagnosed disorders (i.e. mental illness, HIV, or other acute/chronic medical conditions).
- Makes home visits as appropriate.
- Conducts group sessions dealing with drug/alcohol education and communication, parenting, life skills, relapse prevention, coping and relaxation skills.
- Conducts admission procedures for detoxification and residential programs.
- Provides information and referrals for appropriate services provided through other Health and Human Service Agency departments and other community agencies as needed.
- Provides pre-sentence evaluations and treatment recommendations for criminal justice agencies.
- Provides and participates in alternative activities and recreational programs for clients.
- Observes and records client behavior; maintains complete case files, ensuring the accurate completion of various required documents, records, and reports within established deadlines.
- Reports documented or suspected abuse and neglect as mandated by law.
- Provides follow-up and after-care services.
- Develops and implements education and prevention programming. Attends and participates as requested in meetings of community groups dealing with drug/alcohol related problems;
- Distributes information and gives formal and informal presentations and training sessions to schools, various agencies, and community groups.
- Establishes client financial liability for services.
- Provides transportation services for clients and their families to and from treatment and to conduct case management services.
- Attends training sessions, workshops, and meetings to enhance job knowledge and skills.
- Performs various office/administrative duties as necessary, including preparing and typing reports and correspondence, compiling statistical data for reports, procuring supplies and materials, attending meetings, and answering the telephone.
- Provides case management services to clients, families and significant others.
- Participates in multidisciplinary team meetings with valid written consent from clients to review client caseload, treatment outcomes and recommendations.
- May provide leadership to ancillary staff.
- Collects and processes laboratory specimens in accordance with approved policy.
- Will meet department standards for productivity and related documentation requirements for third party reimbursement.
- Compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Compliance with all relevant laws and regulations regarding confidentiality, including CFR 42.

## **SUBSTANCE USE DISORDER SPECIALIST I - 3**

### **EXAMPLES OF DUTIES - continued**

- Performs related work as required.
- Exhibits counselor competency

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office setting, off-site, or client home; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Policies, rules, laws and regulations of the Plumas County Public Health Agency and Federal, State and local governments regarding alcohol/drug abuse and treatment.
- Theories and causes of drug and alcohol dependence.
- Techniques and methods used in drug/alcohol abuse counseling, treatment, education and prevention.
- Theories of normal and abnormal psychology.
- Casework and interviewing techniques.
- Available community resources.
- Modern office practices, methods and computer equipment.
- Record keeping principles and procedures.
- Computer applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work.
- Culturally and linguistically appropriate services and how they influence agency practices.
- Leadership concepts and principles.
- Maintain ethical standards.

## **SUBSTANCE USE DISORDER SPECIALIST I - 4**

### **Ability to:**

- Analyze drug/alcohol abuse related emotional/behavior disorders and carry out effective treatment plans;
- Perform individual and group counseling;
- Evaluate the effectiveness of drug/alcohol abuse programs;
- Develop and implement effective drug/alcohol education and prevention programs;
- Use independent judgment and discretion in implementing various programs;
- Maintain significant flexibility in daily operations and decision making;
- Read and interpret complex materials pertaining to the responsibilities of the job;
- Speak effectively in public;
- Assemble and analyze information and prepare written reports and records in a clear, concise manner;
- Work independently and as a team member;
- Use English effectively to communicate in person, over the telephone and in writing;
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines;
- Operate modern office equipment including computer equipment and specialized software applications programs;
- React calmly and professionally in emergency, emotional and/or stressful situations;
- Establish and maintain effective working relationships with those contacted in the course of the work;
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.

### **Training and Experience:**

Requires registration to obtain a State of California certification as a Drug/Alcohol Counselor within six months of date of hire. Requires possession of a valid State of California certification as a Drug/Alcohol Counselor within five years of date of registration. Failure to obtain certification as outlined will result in the incumbent becoming disqualified for further employment as a Drug/Alcohol Counselor I.

- Equivalent to completion of a drug and alcohol addiction studies program as part of two (2) years of formal education beyond high school in psychology, sociology, or related field.
- Five (5) years of clinical experience is preferred.

### **Special Requirements:**

- Possession of an appropriate valid California Driver's License.
- Must complete periodic continuing education coursework as required to maintain active certification.
- Must possess, or be willing to obtain, national provider identifier (NPI).

## **SUBSTANCE USE DISORDER SPECIALIST I – 5**

### **Special Requirements – continued:**

- All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



**SUBSTANCE USE DISORDER SPECIALIST II****DEFINITION**

Under the general supervision, provides drug and alcohol counseling, case management services, and support to groups and individuals. Develops and implements education and prevention programming.

**DISTINGUISHING CHARACTERISTICS**

This position is a journey level in the Substance Use Disorder Specialist class series. It differs from the Substance Use Disorder Specialist I in that the incumbents must posses a valid California Drug/Alcohol Counselor Certification.

**REPORTS TO**

This position may report to Public Health Director, Assistant Director of Public Health, Public Health Program Chief, or other assigned supervisory or management personnel.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **SUBSTANCE USE DISORDER SPECIALIST II - 2**

### **EXAMPLES OF DUTIES**

- Conducts initial screenings of potential clients; gathers and assesses relevant background information; manages client waiting lists. Evaluates the severity of client problems and determines the appropriate level of care; formulates treatment and discharge plans.
- Participates in treatment team, staff, and professional meetings to discuss client treatment and progress.
- Provides drug and alcohol counseling and crisis intervention services to individuals, families, and groups; manages the more difficult cases as assigned, including dual and multi-diagnosed disorders (i.e. mental illness, HIV, or other acute/chronic medical conditions).
- Makes home visits as appropriate.
- Conducts group sessions dealing with drug/alcohol education and communication, parenting, life skills, relapse prevention, coping and relaxation skills.
- Conducts admission procedures for detoxification and residential programs.
- Provides information and referrals for appropriate services provided through other Health and Human Service Agency departments and other community agencies as needed.
- Provides pre-sentence evaluations and treatment recommendations for criminal justice agencies.
- Provides and participates in alternative activities and recreational programs for clients.
- Observes and records client behavior; maintains complete case files, ensuring the accurate completion of various required documents, records, and reports within established deadlines.
- Reports documented or suspected abuse and neglect as mandated by law.
- Provides follow-up and after-care services.
- Develops and implements education and prevention programming. Attends and participates as requested in meetings of community groups dealing with drug/alcohol related problems;
- Distributes information and gives formal and informal presentations and training sessions to schools, various agencies, and community groups.
- Establishes client financial liability for services.
- Provides transportation services for clients and their families to and from treatment and to conduct case management services.
- Attends training sessions, workshops, and meetings to enhance job knowledge and skills.
- Performs various office/administrative duties as necessary, including preparing and typing reports and correspondence, compiling statistical data for reports, procuring supplies and materials, attending meetings, and answering the telephone.
- Provides case management services to clients, families and significant others.
- Participates in multidisciplinary team meetings with valid written consent from clients to review client caseload, treatment outcomes and recommendations.
- May provide leadership to ancillary staff.
- Collects and processes laboratory specimens in accordance with approved policy.
- Will meet department standards for productivity and related documentation requirements for third party reimbursement.
- Compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Compliance with all relevant laws and regulations regarding confidentiality, including CFR 42.
- Performs related work as required.
- Exhibits counselor competency

## **SUBSTANCE USE DISORDER SPECIALIST II – 3**

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office setting, off-site, or client home; continuous contact with, staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Policies, rules, laws and regulations of the Plumas County Public Health Agency and Federal, State and local governments regarding alcohol/drug abuse and treatment.
- Theories and causes of drug and alcohol dependence.
- Techniques and methods used in drug/alcohol abuse counseling, treatment, education and prevention.
- Theories of normal and abnormal psychology.
- Casework and interviewing techniques.
- Available community resources.
- Modern office practices, methods and computer equipment.
- Record keeping principles and procedures.
- Computer applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work.
- Culturally and linguistically appropriate services and how they influence agency practices.
- Leadership concepts and principles.
- Maintain ethical standards.

#### **Ability to:**

- Analyze drug/alcohol abuse related emotional/behavior disorders and carry out effective treatment plans.
- Perform individual and group counseling.
- Evaluate the effectiveness of drug/alcohol abuse programs.
- Develop and implement effective drug/alcohol education and prevention programs.
- Use independent judgment and discretion in implementing various programs.

## **SUBSTANCE USE DISORDER SPECIALIST II – 4**

### **Ability to: continued**

- Maintain significant flexibility in daily operations and decision making.
- Read and interpret complex materials pertaining to the responsibilities of the job.
- Speak effectively in public.
- Assemble and analyze information and prepare written reports and records in a clear, concise manner.
- Work independently and as a team member.
- Use English effectively to communicate in person, over the telephone and in writing.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- React calmly and professionally in emergency, emotional and/or stressful situations.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.

### **Training and Experience:**

Requires possession of a valid California Drug/Alcohol Counselor Certification.

- Equivalent to completion of a drug and alcohol addiction studies program as part of four (4) years of formal education beyond high school in psychology, sociology, or related field.
- Five (5) years of clinical experience is preferred.
- Other combinations of education and experience may be considered.

### **Special Requirements:**

- Possession of an appropriate valid California Driver's License issued by the California Department of Motor Vehicles.
- Must complete periodic continuing education coursework as required to maintain active certification.
- Must possess, or be willing to obtain, national provider identifier (NPI).
- All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

**ALCOHOL AND DRUG PROGRAM CLINICIAN/SUPERVISOR****DEFINITION**

Under general direction, to plan, organize, and supervise the functions, services, and programs of the Plumas County Alcohol and Drug Program related to substance use disorder treatment; to be responsible for the development and evaluation of programs and services; to provide individual and group counseling services; to supervise treatment team staff; to represent Alcohol and Drug Programs with community organizations and other government agencies; and to do related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is a single position classification. Incumbents possess a valid California license as a Licensed Clinical Social Worker, Marriage and Family Therapist, or Psychologist. Incumbents exercise independent clinical judgment within the scope of program responsibilities and licensure, and may provide training and guidance to less experienced employees and/or provide clinical supervision for hours towards certification or licensure. This position has responsibility for the supervision and coordination of substance use disorder treatment services provided by Alcohol and Drug programs of the Plumas County Public Health Agency. The incumbent works closely with the Plumas County Public Health Agency Director in the development and administration of Alcohol and Drug programs. Responsibilities also include providing direct counseling services and supervision of treatment staff.

**REPORTS TO**

Public Health Director or Public Health Assistant Director

**CLASSIFICATIONS DIRECTLY SUPERVISED**

Substance Use Disorder Specialist I and II, Community Care Case Manager, and other contracted program staff.

## **EXAMPLES OF DUTIES**

- Develops, administers, and evaluates the County Alcohol and Drug Programs in consultation with the Director of Public Health and/or Assistant Director of Public Health.
- Assists with recruitment, staffing, and selection of personnel.
- Supervises, trains, and schedules staff.
- Assists with establishing clinical treatment procedures and processes.
- Provides leadership, clinical supervision, and consultation to staff in the resolution of difficult questions concerning clinical problems and client services.
- Assists with the development of the County's plan for Alcohol and Drug/Prevention and Treatment.
- Works with State Department of Alcohol and Drug Programs.
- Conducts program evaluations.
- Serves as a member of the Plumas County Crisis Intervention Team to assess individuals for involuntary hospitalization.
- Develops policies and procedures.
- Provides supportive services and consultations to private alcohol and drug abuse facilities.
- Develops the budget and monitors financial reports.
- Provides training and education for community organizations.
- Acts as liaison with community groups, and State and local agencies concerned with alcohol and drug problems.
- Analyzes and makes recommendations regarding the effectiveness of services.
- Participates in policy development and implementation.
- Develops grant proposals for development of alcohol and drug services.
- Manages grant compliance.
- Conducts community presentations on alcohol and drug issues.
- Provides services to clients in recovery or in crisis as needed.
- May provide prevention services as needed.
- Works as part of the treatment team for persons ordered into treatment by the Courts.
- Provides records and reports to the County Probation Department and other authorized agencies.
- Refers individuals for residential substance abuse treatment.
- Coordinates continuity of services for clients needing in-patient treatment services

## **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

## **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment; continuous contact with staff and the public.

## ALCOHOL AND DRUG PROGRAM CLINICIAN/SUPERVISOR – 3

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Substance use disorder treatment related to addiction, recovery, rehabilitation, after care and prevention programs.
- The psychological and physiological effects of substance use and abuse
- Modern methods of assessing, treating, and counseling persons with substance use disorders
- Federal, State and local laws, regulations, policies and standards pertaining to alcohol and drug programs.
- Community organization principles and practices.
- Causes and treatment of substance use disorders.
- Crisis intervention principles and techniques.
- Methods and techniques of individual, group and family counseling.
- Methods of program monitoring and evaluation.
- Budget development and control.
- Principles of supervision, training, and employee evaluation.

#### **Ability to:**

- Plan, organize, develop, and implement a continuum of substance use disorder prevention, treatment, and after care programs and services.
- Assign, schedule, supervise, and evaluate staff.
- Develop a budget and control expenditures.
- Develop and implement alcohol and drug education programs for staff and community groups.
- Provide individual and group counseling sessions.
- Interpret, apply, and explain Federal, State and local laws, regulations, policies and procedures regarding substance use disorders.
- Effectively represent Plumas County Public Health Agency's Alcohol and Drug Programs in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.

#### **Training and Experience:**

- Five (5) years experience in alcohol, drug, medical, mental health, or public health program, which must have included at least two (2) years of responsibility for program planning, administration and supervision of services.
- Graduation from a recognized college or university with a Master's degree in Psychology, Counseling, Psychiatric Nursing, or Social Work, including sufficient courses for obtaining the requisite license.
- Additional education in Health Administration, Business Administration, or Public Administration is desirable.

## **ALCOHOL AND DRUG PROGRAM CLINICIAN/SUPERVISOR – 4**

### **Special Requirements:**

- Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.
- Must possess valid California license as a Licensed Clinical Social Worker; Licensed Marriage and Family Therapist; Licensed Marriage, Family and Child Counselor; or Licensed Clinical Psychologist by the California State Board of Behavioral Science Examiners.
- All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

4/13

Mimi Khin Hall, MPH, CHES, Director

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**Date:** May 6, 2013

**To:** Honorable Board of Supervisors

**From:** Mimi Hall

**Item:** Agenda Item for May 14, 2013

**Recommendation:** Approve a Budget Transfer in the amount of \$3,115.00 within Public Health Budget Unit 70560 to cover other wages for FY 2012-2013.

**Background Information:** As the Board is aware, any transfers to or from personnel line items (51XXX) require your approval. The Board's approval of this recommendation will transfer wages, retirement and group insurance to cover unanticipated expenditures in other wages for FY 2012-2013. A copy of the budget transfer is attached for your review.

Please contact me if you have any questions or need more information.

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

TRANSFER NUMBER

(Auditor's Use Only)

Department: Public Health

Dept. No.

70559

Date

4/19/2013

The Reason for this request is (check one):

**Approval Required**

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

X TRANSFER FROM OR

## SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO QR

## SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

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 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) Shift within salary line items

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(b) Covering personnel cost within salary category

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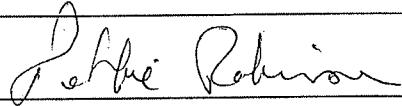
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(c) FY 2012/13 expenses

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(d) N/A



Approved by Department Signing Authority: \_\_\_\_\_

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Approved/Recommended \_\_\_\_\_ Disapproved/Not recommended \_\_\_\_\_

County Administrative Officer Signature: \_\_\_\_\_

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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 Budget Officer/CAO; 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 prior to CAO/Budget Officer. Auditor/Controller will forward all signed, supplemental transfers to the CAO/Budget Officer 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 Budget Officer/CAO; if supplemental must be signed by the Auditor and CAO/Budget Officer.
- B. Must have a copy of the Board Report attached when given to the Budget Officer/CAO for approval.



## PLUMAS COUNTY LIBRARY

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

*Lynn Sheehy  
County Librarian*

DATE: April 24, 2013

TO: Honorable Board of Supervisors

FROM: Lynn Sheehy, County Librarian

RE: AGENDA ITEM FOR MAY 7, 2013

It is recommended that the Board:

Approve the transfer of \$4,000.00 from regular wages account #51000 to other wages, account # 51020. In addition, approve the deposit of \$6803.25 into Plumas Literacy account # 20675, and that \$4,000 of that amount be transferred into other wages, and \$2803.25 be transferred into the Garden account # 529551.

Background:

Additional money is needed in other wages due to the increased need for substitutes to cover for an employee restricted to light duty. Less is needed in regular wages as money was saved by not needing to hire another employee when the County Librarian's hours were increased. Plumas County Literacy received the amount of \$6803.25 in contributions from other agencies of which \$4,000 of that amount is needed to cover anticipated costs in wages and \$2803.25 to cover costs in Plumas Literacy's Garden Project at the jail.



## DEPARTMENT OF FACILITY SERVICES

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

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

4FI



**Donald Sawchuk**  
Director

**Date:** April 11, 2013

**To:** Honorable Board of Supervisors

**From:** Donald Sawchuk, Director

**Subject:** **Authorize and execute Budget Transfers for Unemployment Insurance, Compensation Insurance, Life Insurance and Liability Insurance.**

---

### Recommendation

Authorize and execute Budget Transfers for Facility Services, County Parks, Greenville Townhall, Portola Memorial Hall, Quincy Memorial Hall and Airports in their Salaries and Benefits accounts.

### Background

It is requested that the Board approve the Budget Transfers for the departments listed above. We are able to transfer monies within the budgets to cover the extra expenses to these accounts. The original budget amounts issued from the Auditors Office for Fiscal Year 2012-2013 were insufficient to cover expenses in our accounts for UI, Compensation Insurance, Life Insurance and Liability Insurance.



## DEPARTMENT OF FACILITY SERVICES

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

4F2



Donald Sawchuk  
Director

Date: May 2, 2013

To: Honorable Board of Supervisors

From: Donald Sawchuk, Director

**Subject: Authorize the purchase of a new Commercial Grade Lawnmower to replace existing and aging mowing equipment.**

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### Recommendation

Authorize the purchase of a new Commercial Grade Lawnmower to replace existing and aging mowing equipment.

### Background

We currently have a Consumer Grade Kubota Lawnmower that has been used for the dual purpose of mowing during summer and snow blowing during winter. The Kubota was purchased new in 2005 and has been in service now for 8 years for continual year round use. Maintenance and dependability issues are beginning to appear on this machine. Specifically, the mower deck on the Kubota is beginning to fail and the deck and other service parts are no longer being manufactured. The Kubota will be used for the lighter duty of snow blowing until it is no longer safe to operate or repair. These attachments are in good workable condition.

Lawn maintenance is one of the largest duties of Facility Services. The new Commercial Grade "Grasshopper" lawnmower suites the lawn maintenance needs of the county properties better and more efficiently than our previous equipment. Manpower is short, so equipment dependability and efficiency are critical to successfully execute our work. Accessory attachments for this new mower can be easily added as we determine other uses such as lawn aeration and leaf pick-up. The new mower also comes with a 2 year no cost warranty. It is also being purchased at the lowest possible price which includes free shipping and set up by the distributor.

G & G sales, Inc.,  
PO Box 292  
Moundridge, KS 67107



1969-2009  
THE ORIGINAL ZERO-TURN MOWER WITH DUAL SWING OUT LEVERS

Quote

**Customer**

Name: Plumas County  
Address: 198 Andy's Way  
City: Quincy State CA ZIP 95971  
Fax: 530-283-6103 Attention: Dony Sawchuk  
Phone: 530-283-6070 Email: [dony.sawchuk@countyofplumas.com](mailto:dony.sawchuk@countyofplumas.com)

**Misc**

Date: 5/2/2013  
Contract No.: GS-07F-9609G  
Contract Name: GSA  
Rep: Jay Johnson

Qty	Order #	Description	List Price	Bid Price	TOTAL
1	532175-998 533529 533517 503637	<b>Grasshopper 930D/3461PF</b> 30 HP MaxTorque™ 3cyl. Diesel Engine G² Hydrostatic Drive 61" DuraMax® PowerFold® Cutting Deck Turf Tires TrimMaster™ Roller Kit	\$18,670.00	\$ 14,936.00	\$ 14,936.00
1	503194 503173 504235	<b>Collection System</b> Model 16 Collector and Mount Vac Assembly Power Actuator	\$2,810.00	\$ 2,248.00	\$ 2,248.00

**GSA Contract No. GS-07F-9609G**

**Purchase Orders are to be made out to:**

G & G Sales, Inc.  
P.O. Box 292  
Moundridge, KS 67107  
Fax: 316-462-0593  
Tax ID No. 481070192  
DUNS: 15-409-5483

SubTotal \$ 17,184.00  
Set up/Delivery Included

**Dealer**

Dealer Name: Jacobsen West  
Address: 1170 National Dr. Ste 20  
Sacramento, CA 95834  
Phone: 916-419-2000  
Contact: Craig Watters

Trade Allowance

\$0.00	\$0.00
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**TOTAL** \$ 17,184.00

PO#	
Signature:	

All Quotes are good for 30 days,

**For Additional Information**

Please Contact: Jay Johnson  
Phone: 620-345-8798

Fax: 316-462-0593  
Email: [jjohnson@grasshoppermower.com](mailto:jjohnson@grasshoppermower.com)

[www.grasshoppermower.com](http://www.grasshoppermower.com)

CA Sales Tax \$1288.80

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

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: Facility Services      Dept. No: 20120      Date: 5/2/2013

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

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

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

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.

6A1

2013 GREENVILLE HIGH SCHOOL

SOBER AND TOBACCO FREE GRAD NIGHT COMMITTEE

SPONSORED BY THE PARENT COMMITTEE FOR THE CLASS OF 2013

May 2, 2013

To whom this may concern:

We as the parents of Greenville High School graduating class of 2013 request that the fee for the rental of the Greenville Town Hall be waved on June 14<sup>th</sup>, 2013. A sober graduation celebration will be held there with games, food and activities. We would love to put that money toward the celebration to encourage the students to stay safe and drug free.

We thank you for your consideration in this matter.

Sincerely,

Shelley Neer

Chairperson – sober grad 2013



# BOARD OF SUPERVISORS

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



May 14, 2013

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

Attention: Permits Engineer

**Subject: Caltrans Encroachment Permit Request**  
**"Tour De Graeagle" July 21, 2013**  
**Community Multisport Events**

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



April 10, 2013

R. Craig Settlemire, County Counsel  
Plumas County  
520 Main Street, Room 309  
Quincy, CA 95971

Dear Mr. Settlemire,

This letter agreement ("Letter Agreement") sets forth the terms and conditions of a grant by the Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation ("Stewardship Council"), to Plumas County, a public entity ("Grantee"), to perform certain activities at the Bucks Lake planning unit.

The purpose of the grant is to conduct a feasibility study for a recreational trail on Pacific Gas and Electric Company ("PG&E") owned watershed lands within the Bucks Lake planning unit. In consideration of Grantee's undertaking to prepare and submit a Feasibility Study Report consistent with the terms of this Letter Agreement, the Stewardship Council has agreed to provide funding to Grantee in the amount and subject to the terms and conditions described below.

NOW THEREFORE, the Stewardship Council and Grantee agree as follows:

1. The Stewardship Council hereby grants to Grantee **Eight Thousand Six Hundred and Fifty Nine Dollars (\$8,659)** (the "Grant Funds") payable within thirty (30) days of the mutual execution of this Letter Agreement.

2. The Grant Funds shall be used only for those tasks outlined in **Exhibit A** attached to this Agreement, and for no other purpose without the prior written consent of the Stewardship Council. Any part of the Grant Funds not so used must be returned promptly to the Stewardship Council. The Stewardship Council reserves the right to require total or partial refund of Grant Funds in the event Grantee fails to comply with the terms and conditions of this Letter Agreement.

3. Grantee agrees to provide Stewardship Council with the Feasibility Study Report ("Project Deliverable") as specified in **Exhibit A**, on or before August 31, 2013.

4. No later than thirty days (30) days after completion of use of the Grant Funds or Grantee's submission of the Feasibility Study Report to the Stewardship Council, whichever comes earlier, Grantee will provide the Stewardship Council with a final written grant report detailing all expenditures made from the Grant Funds and a description of the activities accomplished as of the date of the grant report.

5. The Stewardship Council shall have the right to inspect the books and records of Grantee and evaluate Grantee's use of Grant Funds, so long as (i) such inspection or evaluation



occurs during regular business hours; (ii) such inspection or evaluation does not unreasonably interfere with Grantee's regular operations; and (iii) the Stewardship Council provides at least three (3) days prior notice of any such inspection or evaluation. Grantee agrees to cooperate with and provide information to the Stewardship Council in connection with any inspection or evaluation conducted pursuant to this Letter Agreement.

6. Grantee will indicate the Grant Funds separately on its books of account, charge expenditures made in furtherance of the Project Deliverable against the Grant Funds, and keep records adequate to enable the use of the Grant Funds to be checked readily.

7. No part of the Grant Funds may be used to attempt to influence legislation, carry on propaganda or otherwise carry out lobbying activities within the meaning of Section 4945(e) of the Internal Revenue Code.

8. No part of the Grant Funds may be used to attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive.

9. Grantee will keep these records, along with copies of the reports submitted to the Stewardship Council, for at least four years, and make the records available to the Stewardship Council at reasonable times.

10. The Stewardship Council's obligations under this Letter Agreement shall not exceed the grant amount in paragraph 1 above, and the Stewardship Council makes no representation with respect to whether PG&E will agree to allow the recreational trail to be constructed on its lands.

11. This Letter Agreement shall commence on the date of full execution by the parties. This Letter Agreement shall terminate upon Grantee's use of all of the Grant Funds and the receipt of a final written grant report detailing all expenditures made from the Grant Funds, or upon the return of any unused Grant Funds, provided, however, that the provisions in paragraph 9 shall survive for four years after termination and the provisions of paragraph 18 shall survive the termination of this Letter Agreement indefinitely.

12. Grantee agrees to provide the Stewardship Council with copies of any public announcements or press releases regarding the Grant. Grantee will not make any other use of the Stewardship Council's name or logos without the prior written approval of the Stewardship Council.

13. Grantee agrees to maintain insurance policies consistent with industry standards for organizations of its size and operations. Grantee agrees to execute, implement and maintain an appropriate memorandum of understanding, plan, arrangement or other agreement relating to risk management with each of Grantee's partnership organizations.

14. Nothing in this Letter Agreement shall be construed as creating a partnership, joint venture, or agency relationship between Grantee and the Stewardship Council.



15. Grantee shall conduct all of its activities under this Letter Agreement and otherwise in accordance with all applicable laws and regulations.

16. Grantee agrees that in conducting its activities under this Letter Agreement, including Grantee's use of the Grant Funds, Grantee shall not knowingly discriminate on the basis of race, color, religion, gender, national origin, age, medical condition, veteran status, marital status, disability, ancestry, sexual orientation, or any other characteristic protected by law, except to serve historically disadvantaged groups.

17. Grantee does not knowingly employ individuals or contribute funds to organizations found on any terrorist-related list prepared by the U.S. Government, the United Nations, or the European Union, including the Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List, the Department of Justice's Terrorist Exclusion List, or the list attached to Executive Order 13224. Should any change occur with respect to the preceding sentence, Grantee will notify the Stewardship Council within 7 days of such change.

18. Grantee shall and does hereby indemnify, defend, and hold harmless the Stewardship Council, and the Stewardship Council's past, present and future officers, directors, and employees, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that Stewardship Council may incur or suffer and that result from, or are related to, the award of the Grant to or use of the Grant Funds by Grantee.

19. All written communications sent by the parties may be by email, US. mail, overnight courier, or by fax, and shall be addressed as follows:

To Grantee:

Plumas County  
520 Main Street, Room 309  
Quincy, CA 95971  
[csettlemire@countyofplumas.com](mailto:csettlemire@countyofplumas.com)  
Attention: R. Craig Settlemire, County Counsel

To Stewardship Council:

15 N. Ellsworth Avenue, Suite 100  
San Mateo, CA 94401  
Fax: (650) 401-2140  
Email: [azanger@stewardshipcouncil.org](mailto:azanger@stewardshipcouncil.org)  
Attention: Allene Zanger, Executive Director

20. The benefits to be provided under this Letter Agreement are personal in character, and may not be assigned or transferred by Grantee unless first approved by the Stewardship Council in writing. Subject to the foregoing restriction on assignments and transfers, this Letter Agreement shall be binding upon and inure to the benefit and burden of the parties and their respective heirs, successors and assigns.



21. This Letter Agreement may not be amended or modified except by written instrument, signed by Grantee and the Stewardship Council. This Letter Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and supersedes any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein.

22. This Letter Agreement shall be governed by the laws of the State of California without regard to California conflict of laws principles.

23. This Letter Agreement may be executed in counterparts which together shall constitute a single agreement. Facsimile signatures shall have the force and effect of original signatures.

Sincerely,

**Pacific Forest and Watershed Lands Stewardship Council,  
a California Nonprofit Public Benefit Corporation**

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

Name: Allene Zanger

Title: Executive Director

Date:

**Accepted and Agreed to by:**

**Plumas County**

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

Name:

Title:

Date:



## Exhibit A

### Scope of Work and Budget

#### **Scope of Work: Bucks Lake Trail Feasibility Study**

*Plumas County will contract with the Sierra Buttes Trail Stewardship (SBTS) to complete the following tasks:*

##### **1. Project Layout & Design (Winter/Spring 2013):**

In coordination with Plumas County, SBTS staff will:

- Identify the purpose, demand, anticipated user type, and amount of use the trail will receive. Surrounding trail connectivity will also be determined. Information to be obtained from existing/available data and through outreach to stakeholders (e.g., Bucks Lake property owners, local businesses, trail enthusiasts).
- Identify the trail corridor, flag and GPS the exact trail alignment, and create a GIS map of the trail in coordination with PG&E.

*(Note: Informing this activity is confirmation from the USFS that they will build a connecting segment on their property from PG&E's Lakeshore Resort to PG&E's Haskins Valley Campground or not.)*

##### **2. CEQA Documentation and Required Permits (Spring/Summer 2013):**

In coordination with PG&E and Plumas County, SBTS will:

- Determine costs, and identify the process and entity responsible for compliance with CEQA for building the trail.
- Determine and itemize all required permits for constructing a public trail on PG&E property (Grading, Dept Fish & Game, Plumas County, etc).
- Address other requirements and determine whether "Accessibility Guidelines" will be followed.

##### **3. Trail Planning and Construction Process and Costs (Spring/Summer 2013):**

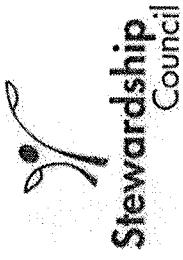
- SBTS to determine proposed process and costs for additional trail planning and construction, along with a timeline for completing the project. SBTS to identify potential sources of funding and/or in kind support for the construction of the trail.

##### **4. Long term Trail Maintenance (Summer 2013):**

- Utilizing information/outcomes from County and PG&E discussions, SBTS to recommend options for addressing the long-term maintenance of the trail which could include: removal of deadfall, cleaning of drainage structures, cutting back brush and minor tread repair. As one option, SBTS to outline the adopt-a-trail program, administered through SBTS, and how the program could be effectively utilized for the long-term maintenance of the trail. SBTS to provide an estimate of ongoing trail maintenance costs (i.e., one time and/or annual costs).

##### **5. Complete Feasibility Study Report (Summer 2013):**

- SBTS to draft feasibility study report. Final report review done by SBTS, PG&E, Plumas County and Stewardship Council



### Budget Request - Bucks Lake Trail Feasibility Study

SCOPE OF WORK TASK/PROJECT EXPENSE	QUANTITY	UNIT	COST/UNIT (\$)	BUDGET (\$)
#1 Project Layout and Design	75	hours	43.40	3,255.00
#2 CEQA Documentation and Required Permits	30	hours	43.40	1,302.00
#3 Trail Planning and Construction Costs	20	hours	43.40	868.00
#4 Long Term Trail Maintenance Plan	10	hours	43.40	434.00
#5 Complete Feasibility Study Report	50	hours	43.40	2,170.00
Travel (mileage)	10 days @ 110 miles	1,100 miles	.55	605.00
Equipment/Materials/supplies (GPS, report drafting materials)	Paper & ink		25.00	
<b><i>TOTAL</i></b>				<b><i>\$8,659.00</i></b>

\*Unit: Enter the appropriate unit of measure (e.g., hours = hrs., months = mos., each = ea., feet = ft., miles = mi., miscellaneous = misc., package = pkg.)

## SERVICES AGREEMENT

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Facility Services Department (hereinafter referred to as "County"), and SIERRA BUTTES TRAIL STEWARDSHIP, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eight Thousand Six Hundred Fifty-Nine and No/100 Dollars (\$8,659.00).
3. Condition Precedent. This agreement is expressly conditioned upon County's "Letter Agreement" (also known as the "Feasibility Grant") with the Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation ("Stewardship Council"), a copy of which is attached hereto and made a part of this Agreement by this reference. This Agreement shall have no force or effect unless and until the County receives the sum of \$8,659.00 from the Stewardship Council as provided in the Letter Agreement. Any work done by Contractor before the satisfaction of this condition is at Contractor's sole risk and expense.
4. Term. The term of this agreement shall be from the date it is signed by the last of the parties to sign through August 31, 2013, unless terminated earlier as provided herein.
5. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

- 1 -

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

7. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
  - c. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not

cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

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

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

**County:**

Dony Sawchuk, Director of Facility Services  
County of Plumas  
198 Andy's Way  
Quincy, CA 95971

**Contractor:**

Sierra Buttes Trail Stewardship  
2973 Kristen Way  
P. O. Box 268  
Clio, CA 96106  
Attention: Greg Williams

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

25. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

**CONTRACTOR:**

Sierra Buttes Trail Stewardship, a California Corporation

By: \_\_\_\_\_  
Name: Greg Williams  
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 Settemire  
Plumas County Counsel

## **EXHIBIT A**

### **Scope of Work**

On or before August 31, 2013, Contractor shall conduct the Feasibility Study as described in the "Letter Agreement" (also known as the "Feasibility Grant") by and between the County of Plumas and the Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation ("Stewardship Council"), a copy of which is attached hereto and made a part of this Agreement by this reference. Contractor shall perform all tasks and provide all deliverable maps, diagrams, and reports as necessary to timely fulfill all the requirements of the Feasibility Grant agreement on behalf of the County of Plumas.

## **EXHIBIT B**

### **Payment/Fee Schedule**

- A. Contractor shall be paid in full within thirty (30) days of completion of all five (5) "Scope of Work Tasks" described in the Feasibility Grant agreement and delivery of the complete Draft Feasibility Study Report together with Contractor's itemized statement showing time expended (broken down by name of person doing the work, date the work was done, description of the work performed, and amount of time) and out-of pocket expenses incurred (e.g., mileage).
- B. In the alternative to paragraph A of this Exhibit B, Contractor may submit requests for progress payments upon the completion of each of the five (5) "Scope of Work Tasks" described in the Feasibility Grant agreement and delivery of the section of the Draft Feasibility Study Report applicable to the respective Task so completed, together with Contractor's itemized statement showing time expended (broken down by name of person doing the work, date the work was done, description of the work performed, and amount of time) and out-of pocket expenses incurred (e.g., mileage). The progress payment request shall not exceed the Budget Request amount applicable to each Task set forth in the table on page 6 of Feasibility Grant agreement. The County shall pay ninety percent (90%) of the amount requested and withhold ten percent (10%) which shall be paid upon full completion and acceptance of the entire Draft Feasibility Study Report.



# Office of the Sheriff

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

6B

GREGORY J. HAGWOOD  
SHERIFF/CORONER

**DATE:** April 29, 2013

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Gregory Hagwood

**RE:** Agenda Item for the meeting of May 14, 2013

**Recommended Action:**

Approve and sign the attached contract extension with PTS Solutions Inc.

**Background and Discussion:**

The Sheriff's Office purchased a comprehensive software platform from PTS Solutions in 2005. This software is used by the entire department and provides the agency with Computer Aided Dispatching, Incident Reports, a Jail Management System as well as interfaces to state and federal databases. Every person within the department uses this software system as part of their work assignments.

The initial five year contract expires in May of this year and needs to be renewed. The contract covers 24/7 technical support and all updates to the software, which includes mandated State reporting requirements. In addition, the contract also covers any additional costs for on-site work as needed

The contract cost is fixed at \$36,761.91 per year for five years. There is no cost escalation clause associated with the contract.

## **Annual Maintenance Agreement Addendum**

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and/or additions to the Agreement that are outlined below. These additions shall be made valid as if they are included in the original stated contract. In the event of a conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall prevail.

The parties to this Annual Maintenance Agreement Addendum are PTS Solutions, Inc. ("PTS") and Plumas County Sheriff's Office ("Client".) The terms and conditions of this Annual Maintenance Agreement Addendum are effective as of the 1st day of June, 2013 through the 30<sup>th</sup> day of May, 2018. The Annual Maintenance Agreement Addendum will automatically renew on that day unless canceled as provided herein.

Client's maintenance cost, for the five year term of this Agreement, is **\$183,809.55**, or **\$36,761.91** per year, covering CAD, Records Management, Detective Case Management, Jail Management, Web Jail, SQL, and Mapping. Client understands that adding additional licenses for the listed modules and/or adding separate modules not listed will increase the maintenance cost, as provided herein.

The parties mutually acknowledge the potential necessity for on-site services to be performed by PTS to take place at Client's site while this Agreement is in effect. In the event on-site services are necessary and requested by Client, Client's maintenance cost shall not exceed \$60,000 per twelve (12) month period during the effective time of this Agreement.

It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, Client shall have no liability to pay any further funds whatsoever to PTS or furnish any other consideration under this Agreement and PTS shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, Client shall have the option to either cancel this Agreement with no further liability incurring to Client, or offer an amendment to PTS to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. PTS acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

Client agrees that, while it uses PTS modules and/or products, it will maintain the Annual Maintenance Agreement in good standing on all such modules and/or products.

To remain in good standing, Client must pay the cost of the Annual Maintenance Agreement Addendum within thirty (30) days of invoice date.

While the Annual Maintenance Agreement Addendum is maintained in good standing, PTS will provide Client with the following services:

- **Unlimited priority telephone technical support:** PTS provides 24/7 telephone technical support. PTS technicians will make every effort to respond within 2 hours of a Client call. Clients experiencing a system down condition will receive priority attention;
- **Log Me In Rescue remote support:** To utilize remote support, Client must have broadband internet and the ability to connect via Log Me In Rescue. PTS provides Log Me In Rescue at no cost to Client. Log Me In Rescue can be used for web based remote support for questions and technical issues, as well as first call questions for hardware and operating systems.
- **Module updates/upgrades:** Client receives all software module updates/upgrades at no additional software cost.

Client acknowledges that the following services are **not** included in the Annual Maintenance Agreement Addendum and are subject to separate billing when utilized by Client:

- Services that require on-site trainers, programmers, or technicians;
- Third party costs of software licenses and/or upgrades for products not developed by PTS, including, but not limited to, Windows licensed products;
- Hardware purchased through PTS is supported by the hardware manufacturer's original warranty; and
- PTS no longer supports Windows 98, Windows 2000, Microsoft SQL Server 2000, or any product that is not supported by the original manufacturer.

The Parties agree that, if the Annual Maintenance Agreement Addendum is not kept in good standing by Client, PTS may suspend client support and/or module update/upgrades until all past due amounts are satisfied and good standing status resumed.

In the event Client elects to cancel the Annual Maintenance Agreement Addendum, Client shall provide PTS 30 days written notice. Client acknowledges that sums paid under the Annual Maintenance Agreement Addendum are not subject to refund in the event of cancellation.

As of the effective date of this Annual Maintenance Agreement Addendum, the cost of the Annual Maintenance Agreement Addendum is priced at 18% of the retail (non-discounted) price of applicable software modules and/or other products. Client

acknowledges that this price is subject to change by PTS as detailed herein, but the annual rate shall not increase by more than 2% each year.

The cost of the Annual Maintenance Agreement Addendum may change with the addition of modules and/or other products. When additional modules and/or other products are purchased, any cost change to Annual Maintenance Agreement Addendum will be documented in a Contract Amendment signed by the Parties. Any such cost modification documented in a mutually executed Contract Amendment shall be considered part of this Annual Maintenance Agreement as if copied herein *in extenso*.

The cost of the Annual Maintenance Agreement Addendum may also change due to pricing changes of software modules and/or other products, as well as with reference to the Consumer Price Index (CPI.)

PTS reserves the right to change the cost calculation percentage associated with the Annual Maintenance Agreement Addendum. In the event of a cost change in the Annual Maintenance Agreement Addendum not incurred by Contract Amendment, PTS will provide Client's Notice Designate with written notice of such cost change at least 60 days prior to implementation of such cost change.

Notwithstanding anything to the contrary in the Agreement or this Addendum, PTS agrees that Client's compliance with the California Public Records Act shall not constitute a breach of the Agreement or this Addendum.

PTS agrees to maintain the following insurance coverage throughout the term of the Agreement:

- a. General liability coverage with a per minimum per occurrence limit of one million (\$1,000,000) dollars;
- b. Automobile liability coverage (including non-owned automobiles) with a combined single limit of one million (\$1,000,000) dollars; and
- c. Worker's Compensation insurance in accordance with applicable state law.

If requested by Client in writing, PTS shall furnish a certificate of insurance satisfactory to Client as evidence that the insurance required above is being maintained. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the police provisions. Client reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. All general liability and automobile liability insurance policies shall be endorsed to name Client, its officers, officials, employees, representatives and agents as additional insureds; however, Client acknowledges and agrees that all such insurance shall strictly be limited to and only applicable for claims associated with the Agreement and this Addendum. For claims associated with the Agreement and this Addendum, PTS' general liability and

automobile liability insurance shall be primary insurance as respects Client, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by Client, its officers, officials, employees, representatives and agents shall be in excess of PTS' insurance and shall not contribute with it. PTS shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

The laws of the State of California shall govern the Agreement and this Addendum.

**PTS Solutions, Inc.**

**PTS Solutions, Inc.**

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**Dave Fuqua, President**

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**Print Name**

---

**Date**

**Plumas County, CA Sheriff's Office**

---

**Greg Hagwood, Sheriff**

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**Print Name**

---

**Date**

---

**Bill Curry, Vice President**

---

**Print Name**

---

**Date**

**County of Plumas, California**

---

**, Chairman, Board of Supervisors**

---

**Print Name**

---

**Date**

Approved as to form:

  
Stephen J. Ward, Deputy 4/24/13  
COUNTY COUNSEL

# Memo

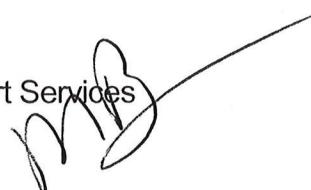
**To:** The Honorable Board of Supervisors

**From:** Michelle Blackford, Director of Child Support Services

**CC:**

**Date:** April 22, 2013

**Re:** Request for Approval of **Contract Extension** to Agreement for Child Support Attorney Services



---

## RECOMMENDATION

It is recommended that the Board approve the Contract Extension to the Agreement Between the Plumas County Department of Child Support Services and Carroll A. Ragland, Esq. for child support attorney services for the fiscal year 2013/14.

## BACKGROUND AND DISCUSSION

The Agreement Between The Plumas County Department of Child Support Services and Carroll A. Ragland, Esq., originally approved by the Honorable Board of Supervisors on 4/21/2009 and last extended for the 2012/13 fiscal year, is due to expire on June 30, 2013.

The arrangement for contract attorney services has served the Department very well over the past 4 years. The .10 FTE services provided under this contract replaced the 1.0 FTE services originally provided by a fulltime Child Support attorney. The cost savings is approximately \$86,000 per fiscal year. The Contract Extension extends the child support attorney services for a period of one year.

## CONTRACT EXTENSION

It is hereby agreed by the undersigned to extend the *AGREEMENT BETWEEN THE PLUMAS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND CARROLL A. RAGLAND Esq.*, for a period of one year. The term of this extension shall be from July 1, 2013 through June 30, 2014, unless terminated earlier upon the giving of sixty (60) days notice by either party to the other. All other provisions of the aforementioned agreement shall remain in full force and effect.

*Carroll A. Ragland*  
ATTORNEY  
Carroll A. Ragland  
Date: 3 April 13

*Michelle Blackford*  
COUNTY  
Michelle Blackford, Director  
Plumas County Child Support  
Services  
Date: 4-3-13

APPROVED AS TO FORM:

*Terrell Swofford, Deputy*  
County Counsel  
Date: 4/10/13

Terrell Swofford, Chairperson  
Board of Supervisors  
Date: \_\_\_\_\_

## CONTRACT EXTENSION

It is hereby agreed by the undersigned to extend the *AGREEMENT BETWEEN THE PLUMAS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND CARROLL A. RAGLAND Esq.*, for a period of one year. The term of this extension shall be from July 1, 2012 through June 30, 2013, unless terminated earlier upon the giving of sixty (60) days notice by either party to the other. All other provisions of the aforementioned agreement shall remain in full force and effect.

Carroll A. Ragland  
ATTORNEY  
Carroll A. Ragland  
Date: 5/16/12

Michelle Blackford  
COUNTY  
Michelle Blackford, Director  
Plumas County Child Support  
Services  
Date: 5-16-12

APPROVED AS TO FORM:

Stephen J. Maxwell, Deputy  
County Counsel  
Date: 4/30/12

Robert Meacher  
Robert Meacher, Chairperson  
Board of Supervisors  
Date: 06/05/2012

ADDENDUM NO. 2  
TO AGREEMENT BETWEEN  
THE PLUMAS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES  
AND CARROLL A. RAGLAND Esq.

WHEREAS, on May 1, 2009, the Plumas County Department of Child Support Services entered into an Agreement with Carroll A. Ragland, attorney at law, to provide legal services for fiscal year 2009/2010.

WHEREAS, said Agreement was approved by Contract Extension for the period of May 1, 2010 through April 30, 2011.

WHEREAS, Plumas County Department of Child Support Services and Carroll A. Ragland are desirous of amending said Agreement as follows:

1. **Non-appropriation of funds:** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this contract, insufficient funds are appropriated to make the payments called for by this contract, this contract shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Attorney or furnish any other consideration under this contract and Attorney shall not be obligated to perform any further services under this contract. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this contract with no further liability incurring to the County, or offer an amendment to Attorney to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Attorney acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
2. **Insurance:** Attorney agrees to maintain the following insurance coverage throughout the term of this contract:
  - a. General liability and professional liability coverage at a minimum of one hundred thousand (\$100,000) per occurrence and three hundred thousand (\$300,000) annual aggregate.
  - b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.

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

3. **Assignment:** All attorney services will be performed by Carroll A. Ragland and shall not be assigned or subcontracted without the prior written consent of the County.

4. **Extension to Agreement:** The current AGREEMENT BETWEEN THE PLUMAS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND CARROLL A. RAGLAND Esq. shall be extended for a period of one year and two months. The term of this extension shall be from May 1, 2011, through June 30, 2012, unless terminated earlier upon the giving of sixty (60) days notice by either party to the other. All other provisions of the aforementioned Agreement shall remain in full force and effect.

IT IS HEREBY AGREED by and between the parties as set forth above effective May 1, 2011.

PLUMAS COUNTY DEPARTMENT OF  
CHILD SUPPORT SERVICES  
Approved as to content and fund  
Availability

By: Michelle Blackford  
Michelle Blackford, Director  
Date: 3-30-11

Carroll A. Ragland  
Carroll A. Ragland  
Attorney  
Date: 3/30/11

Approved as to form:

Stephen J. Russell  
County Counsel, Deputy  
Date: 3/23/2011

Lori Simpson  
Lori Simpson, Chairperson  
Board of Supervisors  
Date: 4-18-11

Contract #  
CSS110004

## CONTRACT EXTENSION

It is hereby agreed by the undersigned to extend the *AGREEMENT BETWEEN THE PLUMAS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND CARROLL A. RAGLAND Esq.*, for a period of one year. The term of this extension shall be from May 1, 2010, through April 30, 2011, unless terminated earlier upon the giving of sixty (60) days notice by either party to the other. All other provisions of the aforementioned agreement shall remain in full force and effect.

Carroll A. Ragland  
ATTORNEY  
Carroll A. Ragland

Michelle Blackford  
COUNTY  
Michelle Blackford, Director  
Plumas County Child Support  
Services

APPROVED AS TO FORM:

Jack Ingstad  
Jack Ingstad  
Plumas County CAO

Sherrie Thrall  
Sherrie Thrall, Chairperson  
Board of Supervisors

Contract No. CSS110004

**ADDENDUM NO. 1**  
**TO AGREEMENT BETWEEN PLUMAS COUNTY DEPARTMENT OF**  
**CHILD SUPPORT SERVICES AND**  
**CARROLL A. RAGLAND**

WHEREAS, on May 1, 2009, Plumas County Department of Child Support Services entered into an Agreement with Carroll A. Ragland, attorney at law, to provide legal services for fiscal year 2009/2010; and

WHEREAS, Plumas County Department of Child Support Services and Carroll A. Ragland are desirous of amending such agreement as follows:

1. Plumas County DCSS agrees to provide specialized legal training to Attorney.
2. Plumas County DCSS will pay for Attorney's transportation, registration, lodging and meals while attending such specialized training.
3. The cost of said specialized legal training shall not exceed \$4,000.00 per fiscal year.
4. Attorney agrees that she will not bill/charge Plumas County DCSS her usual hourly billing rate while attending such training and that payment of her expenses as outlined above will constitute full payment of her time.

IT IS HEREBY AGREED by and between the parties as set forth above. Executed and effective August 25, 2009.

PLUMAS COUNTY DEPARTMENT OF  
CHILD SUPPORT SERVICES  
Approved as to content and fund  
Availability

By: Michelle Blackford  
MICHELLE BLACKFORD, Director

Approved as to form:

James Reckle  
County Counsel

Approved as to Amount:

9-2-09

Jack Ingstad, CAO

Carroll A. Ragland  
CARROLL A. RAGLAND  
Attorney

Sherrie Thrall  
Sherrie Thrall, Chairperson  
Board of Supervisors

# AGREEMENT BETWEEN THE PLUMAS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND CARROLL A. RAGLAND Esq.

This Agreement is made effective the 1st day of May 2009, between the Plumas County Department of Child Support Services, herein referred to as the "County", and Carroll A. Ragland, herein referred to as the "Attorney".

1. Services To Be Rendered. County hereby retains and employs Attorney to represent County in all child support prosecution cases brought in the Plumas County Superior Court by the County, whether such cases are pending on the effective date of this Agreement or arise thereafter. Attorney is specifically not required to perform services in prosecuting appeals or for cases brought in or transferred to any forum other than Plumas County Superior Court.
2. Conflicts. The only cases subject to assignment to other than Attorney, of which Attorney shall be excused from representation, are those in which it is judicially determined, on the basis of oral or written declaration or affidavit, that there is a conflict of interest which would preclude Attorney from so acting.
3. Operational Expenses Paid by Attorney. Attorney shall provide, at its own expense, under the terms of this Agreement, all office space, furniture, equipment, supplies, libraries, telephone and facsimile service, utilities, maintenance, and all other costs of operation required for the competent and effective performance of Attorney.
4. Expenses Paid by County. Costs, necessary disbursements, and reasonable personal and trial expenses incurred by Attorney are to be borne by County and paid by County. Such costs and disbursements include court filing fees, fees associated with service of process and attorney services, copying costs, long distance telephone calls and fees incurred to retain experts, including accounts, to investigate the facts as necessary. County shall provide all clerical and secretarial services necessary for Attorney to provide the services stated in this Agreement and also shall provide Attorney with any required specialized computer software. County shall also pay for all interpreter expenses reasonably required by Attorney, if any, all witness fees, including expert witnesses, and the costs of service of authorized laboratories, forensic services, medical or other technical experts and for investigative personnel. Additionally, County agrees to provide Attorney with all documents, police records, and court transcripts relevant to its contract, at no cost to Attorney.
5. Compensation for Services Rendered. County shall pay to Attorney as Attorney fees for such representation the sum of \$100.00 per hour for each hour expended by Carroll A. Ragland on County's behalf. County will reimburse Attorney for mileage of one hundred sixty (160) round trip miles per trip to County (approximately one trip per week) at the then current IRS mileage reimbursement rate. Due to mileage reimbursement, hours for travel

11. Entire Agreement. This Agreement comprises the entire contract between Attorney and County and there are no other warranties or promises other than those contained in this written document.
12. Notices. Any notices required under this agreement shall be in writing and shall be deemed to have been fully served if delivered in person to the party for whom it is intended or sent by first class mail to the address of the person for whom it is intended as specified in this Agreement.

ATTORNEY  
Carroll A. Ragland  
PO Box 1803  
Oroville, CA 95965-1803

COUNTY  
Department of Child Support Services  
522 Lawrence Street  
Quincy, CA 95971

13. Governing Laws. The laws of the State of California shall govern construction of this Agreement.
14. Venue. Each party agrees that the proper venue for any action brought in court or by arbitration will be Plumas County, California.
15. Legal Fees. If it shall be necessary to commence legal action to enforce the payment of fees, Attorney shall be entitled to reasonable Attorney fees, costs and expenses incurred in bringing or maintaining such action, including the costs of any expert employed in the preparation or presentation of any evidence.

IN WITNESS WHEREOF, Attorney and County have executed this Agreement on the date and years first above written.

Carroll Ragland  
ATTORNEY  
Carroll A. Ragland

Michelle Blackford  
COUNTY  
Michelle Blackford, Director  
Department of Child Support  
Services

APPROVED AS TO FORM:

JK  
Jack Ingstad  
Plumas County CAO

*Approved 4/21/09 805*  
*Approved as to form*  
James Reckle  
COUNTY COUNSEL



18/54 34NRHC

# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971  
ATTACHMENT 1 - COUNTY OF PLUMAS HIPAA ADDENDUM**Mimi Khin Hall, MPH, CHES, Director**

This Addendum Agreement supplements and is made a part of the contract between NORTHEASTERN

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

**Date:** May 6, 2013**To:** Honorable Board of Supervisors**From:** Mimi Hall**Agenda:** Consent Item for May 14, 2013**Item Description/Recommendation:** Approve payment of \$6,000.00 to the California Department of Alcohol & Drug for funds not used for Friday Night Live activities in FY 2011.**Background Information:** As the Board is aware Plumas County Public Health Agency receives funding under the federal Substance Abuse Prevention and Treatment (SAPT) Block Grant to administer alcohol and drug assessment programs such as prevention, early intervention, treatment, and recovery support services within California. In FY 2011 PCPHA received \$6,000.00 for activities related to the Friday Night Live Program. Beginning in FY 11-12, all FNL state funded activities and local chapters were required to follow the FNL Roadmap, a comprehensive planning process which includes needs assessment and strategic planning activities in order to receive FNL funds. PCPHA and the FNL youth chapters in Plumas County did not have the capacity in personnel and volunteer time, funding, and adequate time to implement FNL Roadmap activities. As a result, we are returning the \$6,000 FNL allocation to the state.

The Board's action today will approve payment of \$6,000.00 to the California Department of Alcohol &amp; Drug Programs for funding not used for activities related to the Friday Night Live Program in FY 2011.

Please contact me if you have any questions, or need additional information.



## DEPARTMENT OF FACILITY SERVICES

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

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

6E1



**Donald Sawchuk**  
Director

Date: May 6, 2013

To: Honorable Board of Supervisors

From: Donald Sawchuk, Director

**Subject: Authorize and execute Resolution of the Plumas County Board of Supervisors Authorizing the Department of Facility Services to apply for technical assistance from the California Energy Commission through the Energy Partnership Program**

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### Recommendation

Authorize and execute Resolution of the Plumas County Board of Supervisors Authorizing the Department of Facility Services to apply for technical assistance from the California Energy Commission through the Energy Partnership Program

### Background

The California Energy Commission's Energy Partnership Program provides technical assistance in identifying energy efficiency improvements to an existing facility through a Level II Audit. Once our application is approved, the CEC pays up to \$20,000 for this Level II Audit on behalf of the County. No additional funds above the provided amount have been deemed necessary to complete this Audit.

The HHSC Building was chosen as the site for this audit. The HHSC annual cost (Fiscal Year 2011-2012) to operate the geothermal heating system, HVAC system and lighting was \$100,149.00. Current energy use and PG&E charges are showing an increase of 7% year to date over last year.

The Level II Audit is designed to identify potential improvements that will offer a substantial energy cost savings to the County. The identified "potential improvements" will include valuable rebates and incentives as an additional cost savings to the county for their implementation. Plumas County will be viewed as a leader in energy efficiency and stewardship.

The above referenced "Resolution" has been approved for submission by County Counsel.



## DEPARTMENT OF FACILITY SERVICES

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

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

*b6d*



**Donald Sawchuk**  
Director

Date: May 6, 2013

To: Honorable Board of Supervisors

From: Donald Sawchuk, Director

**Subject: Authorize and execute Contract Addendum #3 for KJ's Cleaning Service**

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### Recommendation

Authorize and execute Contract Addendum #3 for KJ's Cleaning Service for the one year extension of the Janitorial Maintenance Contract.

### Background

KJ's Cleaning Service is responsible for the Janitorial Maintenance of the following facilities:

1. Greenville Municipal Court & Sheriff's Sub Station
2. Greenville Library
3. Greenville Town Hall

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 ENGINEERING DEPARTMENT

555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6222 • FAX (530) 283-6135

*Robert A. Perreault, Jr., P.E.*

*County Engineer*

## AGENDA REQUEST

for the May 14, 2013 Meeting of the Plumas County Board of Supervisors

May 6, 2013

To: Honorable Board of Supervisors

From: Robert Perreault, County Engineer *Robert A Perreault Jr.*

Subject: Bailey Creek Subdivision – Consider Demand upon Irrevocable Letter of Credit, dated April 22, 2008; discussion, action and possible direction to staff

## Background:

The "Final Map Approval Agreement," dated November 4, 2008, was executed between Bailey Creek Investors and the County of Plumas.

One provision in said Agreement is titled "Payment of Fees." Following is an extract from the Agreement in regard to said "Payment of Fees:"

2. Payment of Fees. In addition to the security required in section 1, the Permit requires Subdivider to pay non-refundable fees to County for road improvements on Highway 36 in the amount of \$22,570.62. Subdivider is also required to pay non-refundable fees to CSD in the amount of \$143,096.00 for future sanitary sewer improvements. In furtherance of this agreement, Subdivider will provide an irrevocable letter of credit issued to the Plumas County Engineering Department from a financial institution which shall be payable upon request.

In conjunction with the above provisions, Bailey Creek Investors established Irrevocable Letter of Credit #0700703648, dated April 22, 2008, in the amount of \$165,666.62, in favor of Plumas County (through its Engineering Department).

Accordingly, the Final Map for the Project was recorded in the Plumas County Office of the Clerk/Recorder on November 3, 2008 at Book 10, Pages 92-97.

With its letter of March 25, 2013, mailed Certified U.S. Mail, to the Plumas County Engineering Department, Rabobank, N.A., as assignee of the FDIC, acting as Receiver for the Butte Community Bank, informed the Engineering Department that it will not extend or renew its Letter of Credit No. 0700703648, dated April 22, 2008, beyond May 22, 2013 and that such Letter of Credit will expire and will no longer be operative after May 22, 2013.

To date, the “fees,” that are the subject of the above referenced Agreement and the above referenced Irrevocable Letter of Credit, have not been paid to the County.

**Recommendation:**

Engineering Department staff respectfully recommends that the Board of Supervisors adopt the following motions:

1. To deem Irrevocable Letter of Credit #0700703648, dated April 22, 2008, to be in default in the amount of \$165,666.62, and
2. To authorize the Chair of the Board of Supervisors and the County Engineer to submit a demand to the Rabobank, N.A., as assignee of the FDIC, acting as Receiver for the Butte Community Bank, in the amount of \$165,666.62.

**Attachments:**

1. Butte Community Bank, Irrevocable Letter of Credit #0700703648, dated April 22, 2008
2. Rabobank, N.A., Letter, dated March 25, 2013, from Shawn Walters to Plumas County



IRREVOCABLE LETTER OF CREDIT

#0700703648

DATE: April 22, 2008

Plumas County Engineering Dept.  
P.O. Box 10179  
Quincy, CA 95971

RE: Bailey Creek Subdivision, Phase 4, Unit 2

At the request of Bailey Creek Investors, a California Limited Partnership, the account party, we hereby establish our Irrevocable Letter of Credit in your favor for an amount not exceeding the aggregate of U.S. \$165,666.62 available by your draft(s) at sight, drawn on us in U.S. Dollars and accompanied by the following:

1. Any advances made under this Letter of Credit must be approved by the Plumas County Engineering Department and be in accordance with the Plumas County Subdivision Agreement.
2. Any funds remaining available at maturity are to be released to Plumas County if final release has not been given by the Engineering Department prior to maturity.

Each of the draft(s) must specifically state that it is "Drawn under Letter of Credit No. #0700703648 dated April 22, 2008".

Draft(s) drawn in accordance with the terms hereof will be duly honored upon presentation and delivery of the document(s) described above, prior to close of our business May 22, 2009 at which time this Letter of Credit expires.

It is a condition of the Letter of Credit that it shall be deemed automatically extended without amendment for one year from present of any future expiration date hereof, unless forty-five (45) days prior to any such date we shall notify you in writing by registered mail that we elect not to consider the Letter of Credit renewed for any such additional period.

Butte Community Bank

Kevin C. Kaiser  
V.P./Senior Commercial Lender

900 Mangrove Avenue  
Chico, CA 95926

(530) 891-9000  
(530) 891-9090 fax

Toll Free (888) 842-8883

**buttecommunity.com**



## **Rabobank**

*Office address 90 East Thousand Oaks Blvd,  
3<sup>rd</sup> Floor  
Thousand Oaks, CA 91360*

*Telephone (855) 487-7226  
Fax (805) 497-2609*

**VIA CERTIFIED U.S. MAIL  
#70112970000170974018**

March 25, 2013

Plumas County  
Engineering Dept.  
555 Main St.  
Quincy, CA 95971  
Attn: Mike Kroencke

Re: Non-Renewal/Termination of Irrevocable Standby Letter of Credit  
No. 0700703648

Gentlemen:

Please be advised that Rabobank, N.A., as assignee of the FDIC, acting as Receiver for Butte Community Bank, will not extend or renew its Letter of Credit No. 0700703648, dated April 22, 2008, for the account of Bailey Creek Investors, a California Limited Partnership, beyond May 22, 2013. In other words, the Letter of Credit referenced above will expire and will no longer be operative after May 22, 2013.

Best Regards,

Shawn Walters  
VP & Manager  
International Trade Services

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Facsimile (530) 283-6323  
Robert A. Perreault, Jr., P.E., Director                    Joe Blackwell, Deputy Director



8A

## AGENDA REQUEST

for the May 14, 2013 meeting of the Board of Supervisors

May 6, 2013

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Project: Removal of Trees at the Chester Transfer Station

*Robert A. Perreault Jr.*

### Background

Pursuant to direction of the Board of Supervisor on April 16, 2013, the Department of Public Works publicly re-issued a call for bids on April 22, 2013, for removal of existing trees at the site of the Chester Transfer Station.

On April 26, 2013, bids were publicly opened.

Five (5) bidders submitted a bid. The bid results range from \$3,936 to \$10,550.

Five bids were submitted and opened, with the following total costs results:

Greg Lopez Construction	\$3,936
Tyrell Resources, Inc.	\$4,300
Toppers Tree Service	\$5,200
Roll & Rock Construction, Inc.	\$9,000
Holt Logging, Inc.	\$10,550

### Recommendation

The Director of Public Works respectfully recommends that the Board of Supervisors award the tree removal contract to Lopez Construction in the amount of Three Thousand, Nine Hundred Thirty Six Dollars and No Cents (\$3,936.00), and to authorize the Director of Public Works to execute the contract, subject to review and approval of the contract documents by County Counsel.

## PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS



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## CONSENT AGENDA REQUEST

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

April 19, 2013

To: Honorable Board of Supervisors  
From: Robert Perreault, Director of Public Works   
Subject: Staff Time on Flood Control Capital Improvement Projects

### Background:

Funding for Flood Control Capital Improvement Projects was established in the 545310 account for the 12/13 Fiscal Year Budget. Some of these projects require staff time for survey and other related engineering tasks. In order for the departments to be reimbursed for staff time, funding needs to be established in account 580000, Transfer In.

### Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors approve the attached Budget Appropriation Transfer.

RECEIVED  
APR 18 2013

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

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: Flood Control      Dept. No: 26100      Date 4/19/13

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

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

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

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.

RECEIVED

APR 18 2013

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.

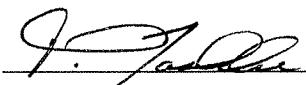
A) The Flood Control Department, Lake Davis Capitol Imp. project requires staff time for survey and engineering work.

B) Capitol Imp. projects were budgeted 100% in 545310. Staff time for this work needs to be paid out of 580000.

C) 12/13 expense

D) \_\_\_\_\_

Approved by Department Signing Authority:



4/19/13

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:



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.

RECEIVED

APR 18 2013

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Facsimile (530) 283-6323  
Robert A. Perreault, Jr., P.E., Director                    Joe Blackwell, Deputy Director



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## AGENDA REQUEST

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for the May 14, 2013 Meeting of the Plumas County Board of Supervisors

May 6, 2013

To: Honorable Board of Supervisors  
From: Robert Perreault, Director of Public Works *Robert A. Perreault*  
Subjects: Report on CalRecycle's findings from the recent "Jurisdiction Review of the Plumas County Solid Waste Program" for CY 2007-2011.

Robert A. Renouf

## Background:

AB 939 (Sher) is legislation adopted and signed into law, which established the "California Integrated Waste Management Act (IWMA) of 1989." The Act established an integrated waste management hierarchy to guide the State and local agencies in implementation, in order of priority: (1) source reduction, (2) recycling and composting, and (3) environmentally safe transformation and land disposal. It is the primary legislation that addresses the framework of today's solid waste programs throughout the State.

In regard to AB 939, CalRecycle has informed the Department of Public Works that its "Jurisdiction Review" for 2007-2011 has been completed.

CalRecycle has determined that the Plumas County Solid Waste Program is meeting the requirements of AB 939.

Attached is a copy of CalRecycle's May 1, 2013 letter.

### Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors accept and file the report received from CalRecycle.

## Attachment



## DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

1001 I STREET, SACRAMENTO, CALIFORNIA 95814 • [WWW.CALRECYCLE.CA.GOV](http://WWW.CALRECYCLE.CA.GOV) • (916) 322-4027  
P.O. Box 4025, SACRAMENTO, CALIFORNIA 95812

May 1, 2013

Bob Perreault  
Public Works Director  
County of Plumas  
1834 East Main Street  
Quincy, CA 95971

Dear Mr. Perreault,

We are writing regarding the status of CalRecycle's most recent review of whether Plumas County, is in compliance with meeting AB 939 requirements (most importantly in terms of implementing diversion programs). Public Resources Code (PRC) Section 41825 specifies a schedule for this review and requires CalRecycle to make an independent evaluation and finding of whether each jurisdiction was in compliance with PRC Section 41780 during the review period. As a result of this review, CalRecycle may find that:

- 1) A jurisdiction is meeting the requirements of AB 939 because:
  - a. it has adequately implemented its diversion programs and has achieved the diversion requirement; or
  - b. while it has not achieved the diversion requirement, it has made a good faith effort to implement diversion programs; or
- 2) A jurisdiction has failed to adequately implement its SRRE and/or HHWE and the process should commence to consider whether issuance of a compliance order would be appropriate. Jurisdictions that fail to satisfy the conditions of a compliance order may be subject to a fine of up to \$10,000 per day.

The 2007-2011 Jurisdiction Review has been finalized. CalRecycle has found Plumas County is meeting the requirements of AB 939. We commend Plumas County for continuing to dedicate resources to meeting the requirements of AB 939. Your efforts are helping to conserve natural resources, strengthen the State's economy, and reduce greenhouse gas emissions.

While we are pleased about this finding, we also want to note that as the economy rebounds businesses will likely produce more, consumers will buy more, and construction will increase. While this would be great news, we consequently also expect that more solid waste will be generated and discarded. As a result, continuing Plumas County's diversion programs is critical to ensuring continued compliance with AB 939, as well as implementing the requirements of the Mandatory Commercial Recycling law. Based on the jurisdiction review analysis, CalRecycle management has identified some areas of assistance that may become challenging and could impact Plumas County's ability to meet the AB 939 requirement in the next Jurisdiction Review cycle. The areas for assistance include:

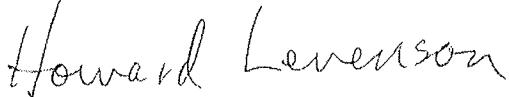
- Commercial Recycling outreach
- Implementation of the County's Mandatory Commercial Recycling (MCR) plan
- Obtaining and analyzing program data to better assess the effectiveness of programs and target efforts



To ensure Plumas County is poised to address these program opportunities and handle this anticipated increase in solid waste disposal, Alex Souza from CalRecycle's Local Assistance and Market Development (LAMD) Branch will contact you to discuss how LAMD can help to proactively address these opportunities. To complement that discussion, we have directed staff to conduct on-site reviews and monitor Plumas County's program implementation. This information will be used in the next Jurisdiction Review cycle.

In conclusion, while we are pleased Plumas County, Unincorporated has been found to be in compliance with PRC Section 41780 as part of the 2007-2011 Jurisdiction Review, we are also looking to the future and want to work with you to ensure the continued success of the jurisdiction's overall diversion efforts. If you have any questions, please contact your LAMD representative, Alex Souza via phone: (916) 341-6537, fax: (916) 319-7330, or e-mail: [Alex.Souza@CalRecycle.CA.GOV](mailto:Alex.Souza@CalRecycle.CA.GOV).

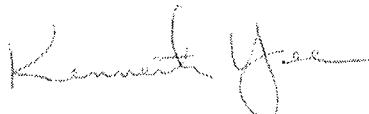
Sincerely,



Howard Levenson, Deputy Director, Materials Management and Local Assistance Division



Cara Morgan, Branch Chief, Local Assistance and Market Development Branch



Kenneth Yee, Section Manager, North Section

cc: Terry Brennan, Supervisor, North Unit 2

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS



9B  
COUNTY

## AGENDA REQUEST

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for the May 14, 2013 Meeting of the Plumas County Board of Supervisors

May 6, 2013

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subjects: Discussion and possible direction to staff, regarding:

- A. Consideration of Annual, Audited Financial Report For CY 2012, received from Intermountain Disposal, Inc.
- B. Consideration of Solid Waste Rate Increase Request, submitted by Intermountain Disposal, Inc.

## Background:

Plumas County is under contract with InterMountain Disposal, Inc. as the franchise contractor for Solid Waste Area # 3.

The existing franchise contract with IMD, Section 5B(c), states: "...Franchisee is entitled to a 10% target rate of return. Evidence that Franchisee is below the target will justify a rate adjustment."

In accordance with contract requirements, the franchise contractor has prepared and submitted an audited financial statement for CY 2012.

A copy of InterMountain Disposal's (IMD) Annual, Audited Financial Statements for CY 2012 and a copy of InterMountain Disposal's (IMD) Letter Request for a Rate Increase, dated March 18, 2013, was forwarded via e-mail to the Board of Supervisors and the Plumas County Integrated Waste Management Task Force on March 23, 2013. A copy of the documents is available for public review at the Office of the Clerk of the Board and at the office of Public Works during normal office hours.

Additionally, with letter of March 18, 2013, including attachments, InterMountain Disposal, Inc. has requested that the Board of Supervisors revise the County Code, Sec. 6-10.207, to increase the solid waste fees for the franchise area in the jurisdiction of InterMountain Disposal, Inc. in the amount of 2.36%.

Also attached is a copy of Public Work's "Rate of Return History," updated on 5/6/13.

On April 25, 2013, the Plumas County Integrated Waste management Task Force adopted the following two (2) motions:

Motion by Tom Yagerhofer, seconded by Todd Roberts: that the Task Force recommends to the Board of Supervisors that the audited financial statement of Intermountain Disposal for CY 2012 be accepted. Motion passes unanimously, 3-0.

Motion by Tom Yagerhofer, seconded by John Sciborski: that the Task Force recommends to the Board of Supervisors that a rate increase for InterMountain Disposal be granted in the amount of 2.36%. Motion passes with a 2-0 vote, with Todd Roberts abstaining.

Attached is an extract from the draft minutes of the April 25, 2013 meeting of the Task Force.

**Recommendations:**

Accordingly, Public Works staff respectfully recommends that the Board of Supervisors adopt the following two (2) motions:

1. To accept the CY 2012 annual, audited financial report of InterMountain Disposal, Inc.
2. To direct Public Works Staff to prepare the necessary documents for revising the County Code and satisfying Proposition 218 requirements in order to implement a Rate Increase of 2.36% (or some other percentage amount, as established by the Board of Supervisors) for the IMD solid waste franchise area..

**Attachments:**

1. Letter Request, dated March 18, 2013, including attachments, from InterMountain Disposal, requesting a rate adjustment
2. Extracted Minutes (Draft) from the April 25, 2013 Meeting of the Plumas County Integrated Waste Management Task Force
3. "Rate of Return History," updated on 5/6/13



# InterMountain Disposal, Inc.

Solid Waste Management and Recycling

INTERMOUNTAIN DISPOSAL, INC.  
DBA: INTERMOUNTAIN DISPOSAL - COUNTY DIVISION  
DBA: INTERMOUNTAIN DISPOSAL - PORTOLA DIVISION  
DBA: INTERMOUNTAIN DISPOSAL - SIERRA DIVISION

RECEIVED

PLUMAS CO. ROAD DEPT.

MAR 20 2013

AM PM  
7,8,9,10,11,12,1,2,3,4,5,6

Mr. Bob Perreault, Director  
Plumas County Department of Public Works  
1834 E. Main Street  
Quincy, Ca 95971

March 18, 2013

Re: Rate Adjustment of Fee Schedule 2013

Mr. Bob Perreault:

In staying with the desires of the Plumas County Board of Supervisors and as per our **Contract For the Collection, Recycling and Disposal of Solid Waste**, and as directed under the agreement **5B. Adjustment of Fee Schedule**, we are respectfully requesting a Rate Adjustment to Fee's of 2.36 percent to be effective on July 1, 2013.

This request is based upon the audited financial statements for 2012 and the rate of return calculations provided by Mr. Ron Milligan, CPA, of Capit, Milligan, Williams and Ogden, which explains that Intermountain Disposal, Inc. realized a rate of return of 7.64 percent for the year ending on December 31, 2013.

Enclosed we have provided copies of the Consumer Price Index (CPI) for Garbage and Trash Collection (Waste Management/Lockwood Landfill Increase) for January v. January 2012, which reflects a 3.07 percent change, along with the Producer Price Index (PPI) for Solid Waste Collection for your review.

Sincerely,

Ricky Ross  
Vice-President/CEO

Cc: David Cohen, Attorney at law  
Ronald Milligan, CPA  
Leslie Tigan, City of Portola/Manager

cc: JK



February 28, 2013

Mr. Rickey Ross  
Intermountain Disposal  
P.O. Box 1596  
Portola, Calif. 96122

Dear Rickey:

We have contacted the Bureau of Labor Statistics and obtained the percentage change in the Consumer Price Index-Garbage and Trash Collection (formerly Other Utilities and Public Services) for the period of January 1, 2012 to January 1, 2013. Per the Bureau of Labor Statistics the percentage change in the Consumer Price Index increased 3.07% during this period.

Accordingly, pursuant to section IV (b) of the agreement, the increase to collection rates, which the company will put into effect as of April 1, 2013, will be 3.07%.

Please give me a call if you have any questions.

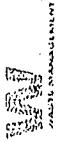
Sincerely,

A handwritten signature in black ink, appearing to read "Greg M. Martinelli".

**GREG MARTINELLI**  
Waste Management

GM/ao

cc: Dan Peterson  
Joe Prary  
Maria Davis



**Price Adjustment effective 4/1/13**  
**Consumer Price Index - All Urban Consumers**

Series Id: CUUR0000SEH02

Not Seasonally Adjusted

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Download:

[.xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2002	280.4	280.9	281.1	282.1	282.2	282.1	283.8	283.6	284.3	284.8	285.1	285.4	283
2003	286.2	287.3	288.4	290.3	291	291.2	292	293.4	293.8	294.8	297	297.4	291.9
2004	299.4	300.8	301.2	301.1	301.7	302.4	303.5	304.2	305.2	305.9	306.7	307.4	303.3
2005	307.4	308.8	309.6	310.2	311.7	312.5	314.3	315.4	317.3	319.1	320.6	320.6	314
2006	323	324.6	325.3	326.8	327.3	328.8	329.6	331.9	334.3	335.9	336.9	337.2	330.1
2007	340.087	340.898	342.033	343.286	343.198	343.836	345.081	347.168	347.949	348.684	351.136	353.439	345.566
2008	356.901	358.059	358.55	359.586	361.533	363.159	366.043	368.96	369.651	371.155	371.648	371.093	364.695
2009	371.828	372.503	373.241	375.392	375.599	376.582	377.494	377.879	378.285	379.56	379.208	379.248	376.402
2010	380.036	382.49	383.362	383.615	383.405	383.749	383.832	385.01	385.92	385.909	387.216	387.884	384.369
2011	389.727	391.854	391.855	392.754	395.477	395.329	395.723	396.605	397.028	397.106	398.91	398.72	395.091
2012	398.88	400.381	401.692	400.913	401.067	402.793	405.243	406.823	407.594	409.495	410.155	410.416	404.704
2013	411.126	0	0	0	0	0	0	0	0	0	0	0	0

12.25	Jan. 2013 v. Jan. 2012 Change
3.07%	Jan. 2013 v. Jan. 2012 Pct. Change

Home

Subject Areas

Publications

Economic Releases

Beta

Font Size: Small LargeChange Output Options: From:  To:   Include graphs[More Formatting Options](#)

Data extracted on: March 1, 2013 (12:05:04 PM)

**Producer Price Index Industry Data**

Series Id: PCU562111562111  
 Industry: Solid waste collection  
 Product: Solid waste collection  
 Base Date: 200312

Download: [PCU562111562111.xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2003													100.0
2004	100.8	101.3	100.8	101.3	101.5	101.5	101.4	101.4	101.4	101.5	101.5	101.5	101.3
2005	101.5	101.5	101.5	102.5	102.6	102.6	102.6	102.6	102.7	103.4	103.4	103.4	102.5
2006	103.4	104.0	104.0	104.0	104.0	104.2	104.2	104.5	104.5	104.7	106.1	106.0	104.5
2007	106.1	106.2	106.6	107.2	107.2	107.2	107.3	107.9	108.9	109.0	109.5	108.4	107.6
2008	110.7	112.1	112.0	112.2	111.9	112.6	112.3	113.3	114.0	113.0	113.3	111.3	112.4
2009	112.2	113.3	115.0	115.0	115.6	114.9	116.3	116.7	117.0	116.9	117.1	116.1	115.5
2010	116.0	115.5	117.2	117.9	118.7	118.6	118.2	118.8	119.0	119.1	118.9	118.3	118.0
2011	118.9	119.2	120.6	120.7	121.1	120.4	120.3	120.7	121.3	121.5	121.4	120.9	120.6
2012	121.4	121.6	122.3	122.5	122.2	121.8	121.7	122.1	122.4	122.5(P)	122.6(P)	122.6(P)	122.1(P)
2013	122.8(P)												

P : Preliminary. All indexes are subject to revision four months after original publication.

**TOOLS**

Areas at a Glance  
 Industries at a Glance  
 Economic Releases  
 Databases & Tables  
 Maps

**CALCULATORS**

Inflation  
 Location Quotient  
 Injury And Illness

**HELP**

Help & Tutorials  
 FAQs  
 Glossary  
 About BLS  
 Contact Us

**INFO**

What's New  
 Careers @ BLS  
 Find It! DOL  
 Join our Mailing Lists  
 Linking & Copyright Info

**RESOURCES**

Inspector General (OIG)  
 Budget and Performance  
 No Fear Act  
 USA.gov  
 Benefits.gov  
 Disability.gov

***EXTRACTED FROM:  
MINUTES FOR THE PCIWMTF MEETING OF THURS, APRIL 25, 2013***

**5. CONSIDERATION OF ANNUAL, AUDITED FINANCIAL REPORTS, RECEIVED FROM A FRANCHISE CONTRACTOR – INTERMOUNTAIN DISPOSAL, INC.**

Bob Perreault states that the Task Force needs to either request clarifications or vote to recommend to the Board of Supervisors that the Board accept the submitted Annual, Audited Financial Report for 2012 for Intermountain Disposal.

Mark Mihevc questions what “recycling income” is and why it decreased from the previous year. Ricky Ross explains that it is income generated from the sale of recycled material and the decrease resulted from the removal of metal material. Scrap metal was included the previous year, but the price went down, so it was removed. Mr. Mihevc questions equipment maintenance: What type of equipment and who does the maintenance? Mr. Ross responds that IMD performs its own maintenance and most of the cost is parts. Mr. Mihevc questions “equipment rental.” Mr. Ross explains that it is payment for a vehicle, which is a capitalized lease. In response to a question about the rent that Intermountain Disposal pays, Mr. Ross explains that the buildings are owned by him personally, outside of the corporation. He has an appraisal on the buildings prepared about every 3 years. Mr. Mihevc feels it would be beneficial to have the business own the buildings, rather than paying rent, which comes out of the rate payers’ pockets. Discussion follows.

Motion by Tom Yagerhofer, seconded by Todd Roberts: that the Task Force recommends to the Board of Supervisors that the audited financial statement of Intermountain Disposal for CY 2012 be accepted. Motion passes unanimously, 3-0.

**6. CONSIDERATION OF RATE INCREASE REQUEST SUBMITTED BY INTERMOUNTAIN DISPOSAL, INC.**

Ricky Ross reads his letter of March 18, 2013 to the Task Force, requesting a rate increase of 2.36%. Mr. Ross explains that the rate increase would result in a 10% profit goal for InterMountain Disposal, as specified in their franchise contract with Plumas County. Mr. Ross states that part of the CY 2012 decrease in revenue occurred when IMD lost revenue from occasional rolloffs originating from Lassen County and Sierra County. In addition, there are funding demands associated with compliance of vehicles with the California emissions standards.

Mark Mihevc states that he does not feel a rate increase is warranted, and that profits can be increased by reducing expenses.

John Sciborski suggests a possible compromise, i.e., increasing the rates by 1.5%. Mike Clements of FRD states that he feels InterMountain Disposal has a good case to justify the requested rate increase.. Yagerhofer agrees that it is a mild request.

Motion by Tom Yagerhofer, seconded by John Sciborski: that the Task Force recommends to the Board of Supervisors that a rate increase for InterMountain Disposal be granted in the amount of 2.36%. Motion passes with a 2-0 vote, with Todd Roberts abstaining.

Bob Perreault notes that the Board of Supervisors will now hold a public hearing to consider the rate increase request of Intermountain Disposal.

**PLUMAS COUNTY**  
**SOLID WASTE FRANCHISE CONTRACTORS**  
**RATE OF RETURN HISTORY 1996-2012**

<b><i>RATE OF RETURN (PROFIT)</i></b>		
<b><u>YEAR</u></b>	<b><u>IMD</u></b>	<b><u>FRD</u></b>
1996	8.14% <sup>1</sup>	0.31% <sup>2</sup>
1997	16.55% <sup>3</sup>	11.63% <sup>4</sup>
1998	4.23%	8.50%
1999	20.76%	6.01%
2000	18.44%	9.59%
2001	12.87%	8.07%
2002	10.13%	9.29%
2003	13.67%	1.31%
2004	6.71%	1.19%
2005	10.72% <sup>5</sup>	11.56% <sup>6</sup>
2006	8.49%	12.01%
2007	9.09%	9.44%
2008	-5.09%	11.95%
2009	-1.00%	16.08% <sup>7</sup>
2010	-0.22%	17.32%
2011	2.39%	11.19%
2012	7.64%	(tbd)
<i>Avg. Rate of Return</i>		
1996-2008.....	10.36%	8.58%
<i>Avg. Rate of Return</i>		
2008-2012.....	2.46%	(tbd)
<i>Avg. Rate of Return</i>		
1996-2012.....	8.44%	(tbd)

<sup>1</sup> IMD received a 5.89% rate increase on July 9, 1996

<sup>2</sup> FRD received a 12.86% rate increase on July 9, 1996

<sup>3</sup> IMD received a 7.44% rate increase on July 1, 1997

<sup>4</sup> FRD received an 8.68% rate increase on July 1, 1997

<sup>5</sup> IMD received an 8.00% rate increase on September 3, 2005

<sup>6</sup> FRD received a 10.00% rate increase on June 21, 2005

<sup>7</sup> FRD received a 5.36% rate increase on January 15, 2009.

8 IMD received a 9.00% rate increase on November 2, 2010

**Additional Notes:**

- a. IMD applied for a 15.09% rate increase in April of 2009 (request reduced to 12.00% in August, 2009 and approved at 9.00% in November, 2010)
- b. The targeted rate of return for IMD was 12% prior to 2005, 10% since then.
- c. FRD's rates have increased by (tbd) since 1995, an average increase of (tbd) per year.
- d. With the 9% increase in 2010, IMD's rates have increased by 33.93% since 1995, an avg. increase of 2.00% per year.
- e. Overall inflation calculated from the **Consumer Price Index** from 1995 through 2012 is 46.33%, an average increase of 2.73% per year.